



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Tammy Young, Place 1
Rene Flores, Place 2
Matthew Baker, Place 3
Will Peckham, Place 4
Hilda Montgomery, Place 6

Thursday, July 12, 2018

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. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. STAFF PRESENTATIONS:

- E.1 [2018-5624](#) [Consider a presentation regarding the results of the City's biennial survey.](#)

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 [2018-5623](#) [Consider approval of the minutes for the June 28, 2018 City Council meeting.](#)
- F.2 [2018-5614](#) [Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with Superior Septic/Clean Can for rental of chemical portable toilets.](#)

- F.3 [2018-5599](#) [Consider a resolution authorizing the Mayor to execute an Engagement Letter with Whitley Penn, LLP for the 2018 financial and compliance audit.](#)
- F.4 [2018-5601](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for joint and cooperative purchasing with the City of DeSoto.](#)
- G. RESOLUTIONS:**
- G.1 [2018-5620](#) [Consider a resolution ordering a Special Option Election for "The Legal Sale of all Alcoholic Beverages Including Mixed Beverages" to be held on November 6, 2018.](#)
- G.2 [2018-5605](#) [Consider a resolution adopting an amendment to the CDBG 2014-2018 Consolidated Plan to include youth services \(at risk youth\) and health services \(community clinic\) as high priority needs and goals.](#)
- G.3 [2018-5611](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Heart of Texas Landscape and Irrigation, Inc. for landscape maintenance and mowing services.](#)
- G.4 [2018-5602](#) [Consider a resolution adding Addendum No. 2 to Resolution No. 2017-4700 which authorized the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of \\$200,000.](#)
- G.5 [2018-5609](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut, and Point Repairs Project.](#)
- G.6 [2018-5610](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with HOT Inspection Services, Inc. for the Clearwell No. 2 Ground Storage Tank Rehab 2018 Project.](#)
- G.7 [2018-5615](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 6 with Atkins North America, Inc for the E. Bagdad Avenue Extension Project.](#)
- G.8 [2018-5617](#) [Consider a resolution authorizing the Mayor to execute a Letter Agreement with Union Pacific to purchase excess railroad right-of-way near the intersection of Mays Street and McNeil Road.](#)
- G.9 [2018-5618](#) [Consider a resolution authorizing the Mayor to execute a Landlord Consent and Estoppel regarding the Ground Lease Agreement with KR CC, Inc. and KR Acquisitions, LLC.](#)
- G.10 [2018-5619](#) [Consider a resolution authorizing the Mayor to execute a Landlord Consent and Estoppel regarding the Convention Center Operating Lease Agreement with KR CC, Inc. and KR Acquisitions, LLC.](#)
- G.11 [2018-5632](#) [Consider a resolution authorizing the Mayor to execute a Collateral Assignment of Economic Development Agreement with KR Acquisitions LLC and KR CC, Inc.](#)

- G.12 [2018-5633](#) [Consider a resolution authorizing the Mayor to execute a Collateral Assignment of Master Development Agreement with KR Acquisitions LLC and KR CC, Inc.](#)

H. ORDINANCES:

- H.1 [2018-5598](#) [Consider an ordinance vacating an alleyway in Block 12 of the Round Rock Original Plat. \(First Reading\)*](#)
- H.2 [2018-5563](#) [Consider an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties. \(Second Reading\)](#)
- H.3 [2018-5621](#) [Consider an ordinance amending Chapter 14, Article IX, Code of Ordinances \(2010 Edition\), to remove "bars" and "designated smoking bars" from the list of public places that are exempt from the smoking/vaping prohibitions. \(First Reading\)\(Requires Two Readings\)](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. ADJOURNMENT

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

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

*§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 6th day of July 2018 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

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



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation regarding the results of the City's biennial survey.

Type: Presentation

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Will Hampton, Communications and Marketing Director

Cost:

Indexes:

Attachments: Draft Report

Department: Communications and Marketing Department

Text of Legislative File 2018-5624

Every two years, the City of Round Rock conducts a survey of its citizens to see how well the city government is meeting their needs and to determine the issues of concern to them. The purpose of the survey is to assess resident satisfaction with the delivery of major city services and to help set priorities for the community. ETC Institute has administered the biennial community survey since 2008. This year's survey was administered April 1-May 31 by a combination of mail and phone to a random sample of 401 households. The survey results have a 95 percent level of confidence with a precision of at least +/- 4.9 percent.

2018 Round Rock Community Survey

...helping organizations make better decisions since 1982

Draft Report

Submitted to the City of Round Rock, Texas by:

ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

June 2018



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2018 DirectionFinder® Survey

Executive Summary Report

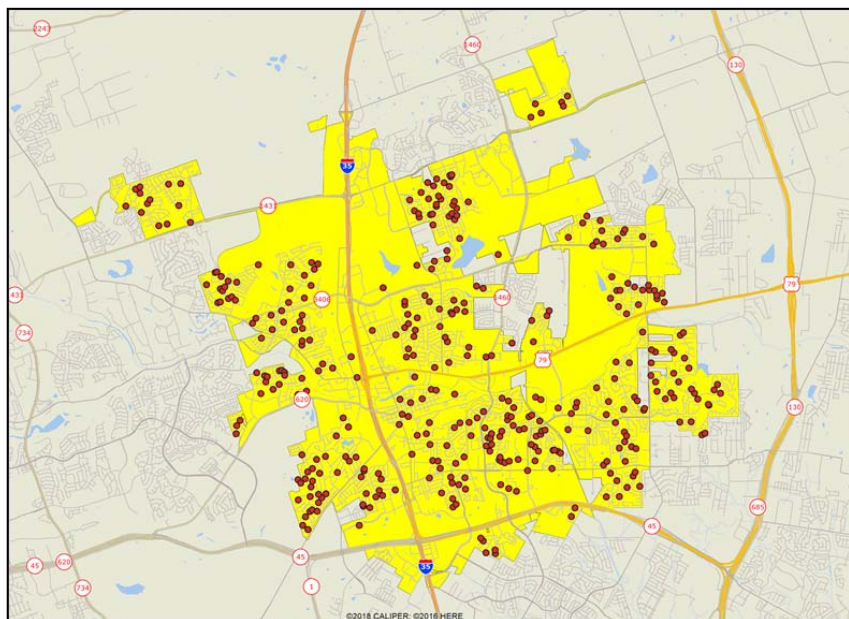
Overview and Methodology

During the spring of 2018, ETC Institute administered a community survey for the City of Round Rock. The purpose of the survey was to assess resident satisfaction with the delivery of major city services and to help set priorities for the community. ETC Institute has administered the survey every two years since 2008.

The seven-page survey was administered by mail and online to a random sample of 401 residents. The results for the random sample of 401 households have a 95% level of confidence with a precision of at least $\pm 4.9\%$. There were no statistically significant differences in the results of the survey based on the method of administration (mail vs. online).

The percentage of “don’t know” responses has been excluded from many of the graphs and the benchmarking data shown in this report to facilitate valid comparisons between city services. Since the number of “don’t know” responses often reflects the utilization and awareness of city services, the percentage of “don’t know” responses has been provided in the tabular data section of this report. When the “don’t know” responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase, “who had an opinion.”

In order to understand how well services are being delivered in different areas of the City, ETC Institute geocoded the home address of respondents to the survey. The map on the right shows the physical distribution of respondents to the resident survey based on the location of their home.



This report contains:

- an executive summary of the methodology and major findings
- charts depicting the overall results of the survey
- trend analysis
- importance-satisfaction analysis
- benchmarking data that shows how the survey results compare to the U.S. national average and to the state of Texas average.
- GIS maps that show the results of selected questions on maps of the City
- tabular data for all questions on the survey
- a copy of the survey instrument

Major Findings

Residents were generally satisfied with the overall quality of life in Round Rock. Based upon the combined percentage of “very satisfied” and “satisfied” responses among residents who had an opinion, 84% of residents were satisfied with the overall quality of life in the City, 10% were “neutral” and only 6% were “dissatisfied.”

Overall Satisfaction with City Services. Eighty-two percent (82%) of residents who had an opinion were “very satisfied” or “satisfied” with the overall quality of services provided by the City. The City services with the highest levels of satisfaction were: fire services (88%), police services (83%), parks and recreation programs (83%), and emergency medical services (81%). Residents were least satisfied with transportation planning in the City (43%).

Overall Priorities. The top three services that residents felt were most important for the City to provide were: 1) police services, 2) fire services and 3) emergency medical services.

Traffic Flow. Seventy-six percent (76%) of residents felt traffic flow in the City was getting worse compared to two years ago; 11% felt it was staying the same, 8% felt it was getting better and 5% did not know. Residents were also asked to rate the traffic flow in different areas of the City; the results showed that 45% of residents rated traffic flow in and around neighborhoods as “excellent” or “good,” and 14% of residents rated traffic flow on state roads and highways as “excellent” or “good.”

Most Residents Felt Safe in Round Rock. Ninety percent (90%) of residents who had an opinion felt “very safe” or “safe” in the City. The areas where residents felt most safe were: in their neighborhood during the day (95%), in Downtown Round Rock (88%), and in City parks (84%).

Parks and Recreation. The highest levels of satisfaction with parks and recreation services in Round Rock, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents who had an opinion, were with the appearance and

maintenance of City parks (88%), number of City parks (74%), outdoor athletic fields (68%) and hike and bike trails in the City (64%).

Parks and Recreation services that residents thought were most important for the City to provide. The top three parks and recreation services that residents thought were most important for the City to provide were: 1) appearance and maintenance of City parks, 2) hike and bike trails in the City and 3) number of City parks.

Transportation. The highest levels of satisfaction with transportation services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents who had an opinion, were: the cleanliness of streets and other public areas (76%), the maintenance of major City streets (67%), the mowing and trimming of streets and other public areas (66%), and the maintenance of neighborhood streets (65%).

Transportation services that residents thought were most important for the City to provide. The top three transportation services that residents thought were most important were: 1) the maintenance of major City streets, 2) timing of traffic signals in the City, and 3) the maintenance of neighborhood streets.

Code Enforcement. The code enforcement service that residents were most satisfied with, based upon a combined percentage of “very satisfied” and “satisfied” responses among residents who had an opinion, was the enforcement of sign regulations. The code enforcement service that residents felt was most important for the City to provide was the enforcement of the clean-up of debris on private property.

City Communication. The communication services that residents were most satisfied with, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents who had an opinion, were: the availability of information about City services and programs (65%), City efforts to keep residents informed about local issues (64%) and usefulness of information on the City’s website (58%). The sources that residents used most often to get information about the City of Round Rock were: 1) Community Impact (68%), 2) local TV news (50%), 3) the enclosure in their utility bill (45%), and 4) the City website (42%).

Customer Service. Eighty percent (80%) of residents who had contacted the City during the past year described the service they received as “excellent” or “good.” The customer service items that residents were most satisfied with, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents who had an opinion, were: the way they were treated (84%), how easy the City was to contact (78%), and the accuracy of the information and assistance given (77%).

Solid Waste/Utility Services. The highest levels of satisfaction with solid waste/utility services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents who had an opinion, were: residential trash (garbage) collection (88%), recycling services (82%), wastewater (sewer) services (81%), and drinking water services (75%).

Long Range Issues. The three biggest issues that residents felt the City of Round Rock will face over the next five years were: 1) traffic (85%), 2) high taxes/property taxes/finances (62%), and 3) controlling rapid growth (49%).

Other Findings

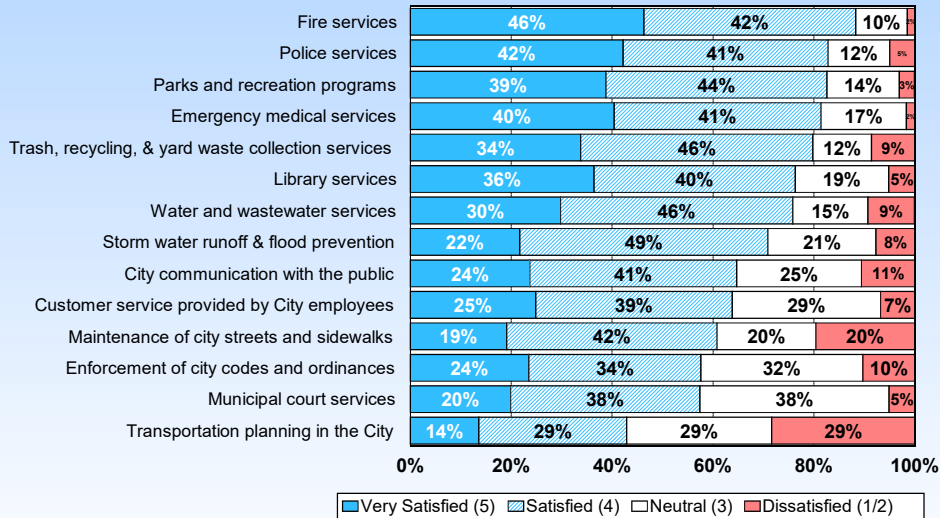
- Sixty percent (60%) of residents indicated they are aware of the City's "tiered" rate structure to encourage water conservation year-round; 40% were not aware of the rate structure.
- Fifty-two percent (52%) of residents are aware of their household's designated watering days. Of those aware of their designated watering days, 96% "always" or "usually" follow the watering schedule for their household. Of the 48% who are not aware of their designated watering days, 30% indicated they know how to get information about the watering schedule for their household.
- Two-thirds (66%) of residents who had an opinion indicated the level of service for the maintenance of infrastructure "should be much higher" or "should be a little higher;" 32% felt the level of service should stay the same, and 2% felt it should be lowered.
- Forty-eight percent (48%) of residents who had an opinion felt there should be more restaurants, coffee shops, bakeries, etc. in Round Rock. Other types of places that residents felt should grow in the City include: senior housing (44%), public park, plaza or open space (42%), and high-density mixed-use space (40%).
- Residents were asked their likelihood of using various modes of transportation in lieu of a personal vehicle. Seventy-two percent (72%) of respondents who had an opinion indicated they would be "extremely likely," "likely" or "somewhat likely" to walk on sidewalks and trails; 52% indicated they would be likely to use a car share/ride share such as Uber, Lyft or Car2Go.
- Forty-three percent (43%) of residents who had an opinion indicated they would prefer that new neighborhoods in the City be developed as typical suburban subdivision; 37% would prefer mixed use development, and 20% did not have a preference.
- Sixty-two percent (62%) of residents who had an opinion were "very satisfied" or "satisfied" with the quality/appearance of recent commercial development in the City; 29% were "neutral," 7% were "dissatisfied" and 2% were "very dissatisfied."

Section 1:

Charts and Graphs

Q1. Overall Satisfaction With City Services by Major Category

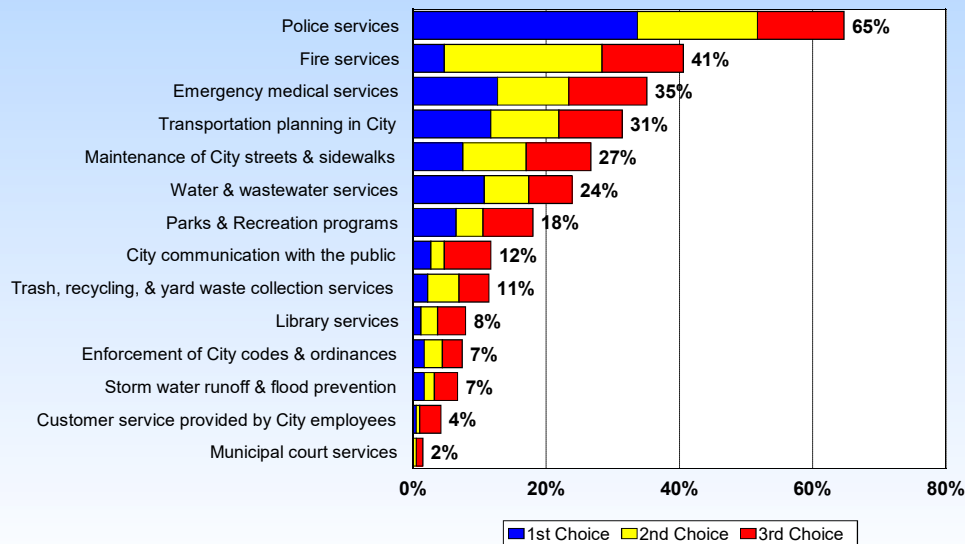
by percentage of respondents (excluding don't knows)



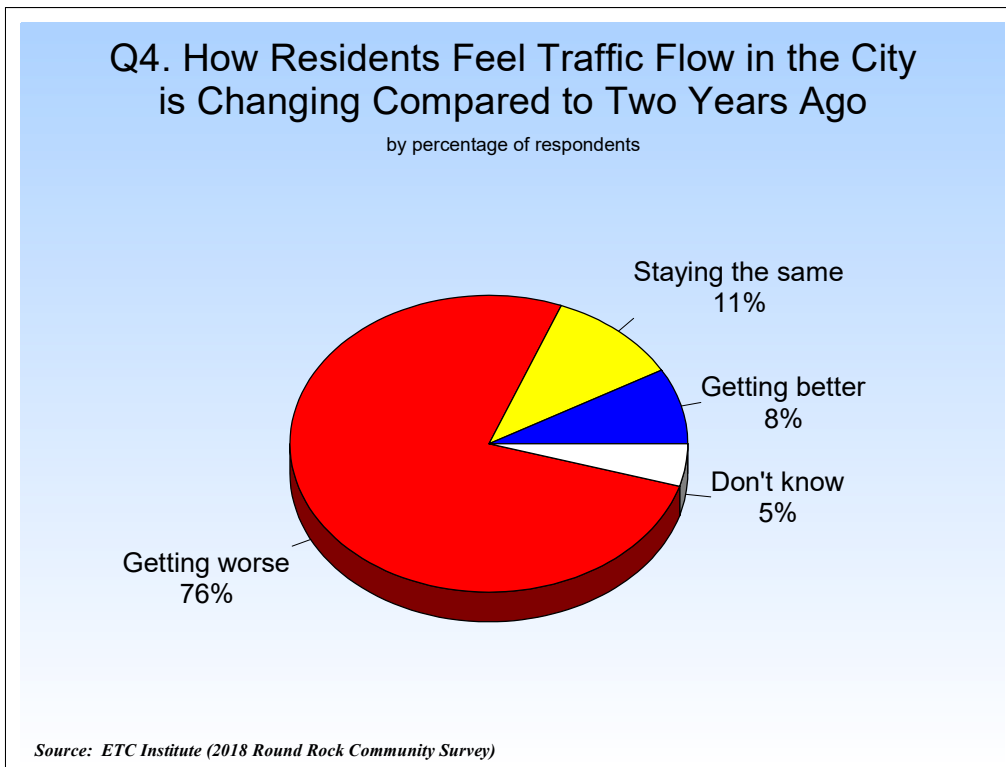
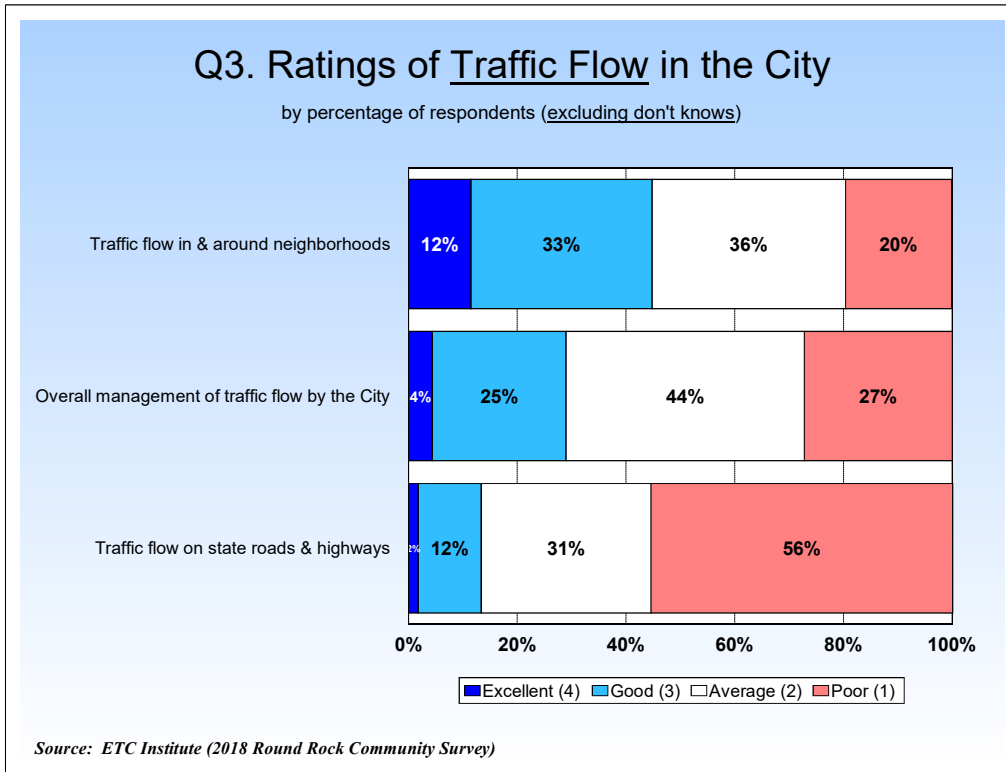
Source: ETC Institute (2018 Round Rock Community Survey)

Q2. City Services That Are Most Important to Residents by Major Category

by percentage of respondents who selected the item as one of their top three choices

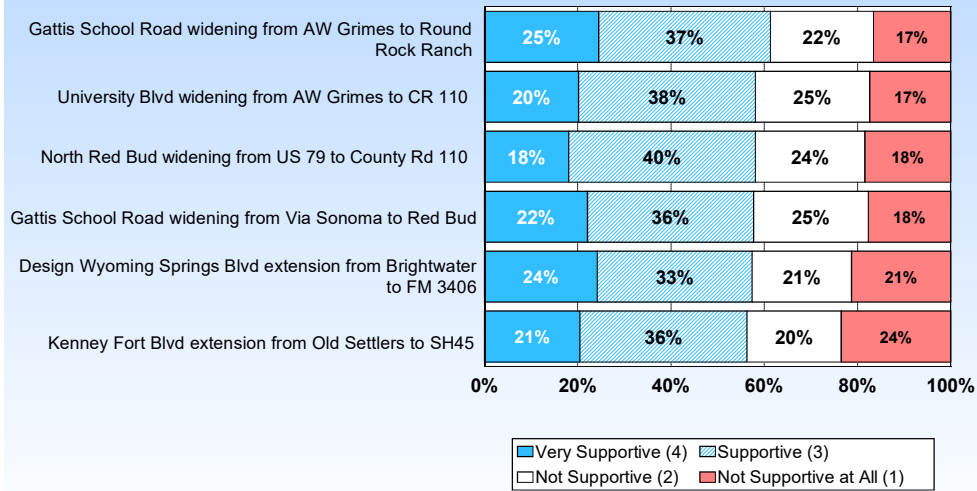


Source: ETC Institute (2018 Round Rock Community Survey)



Q5. Level of Support for a Future Bond Issue if Funds Were Used to Complete the Following Projects

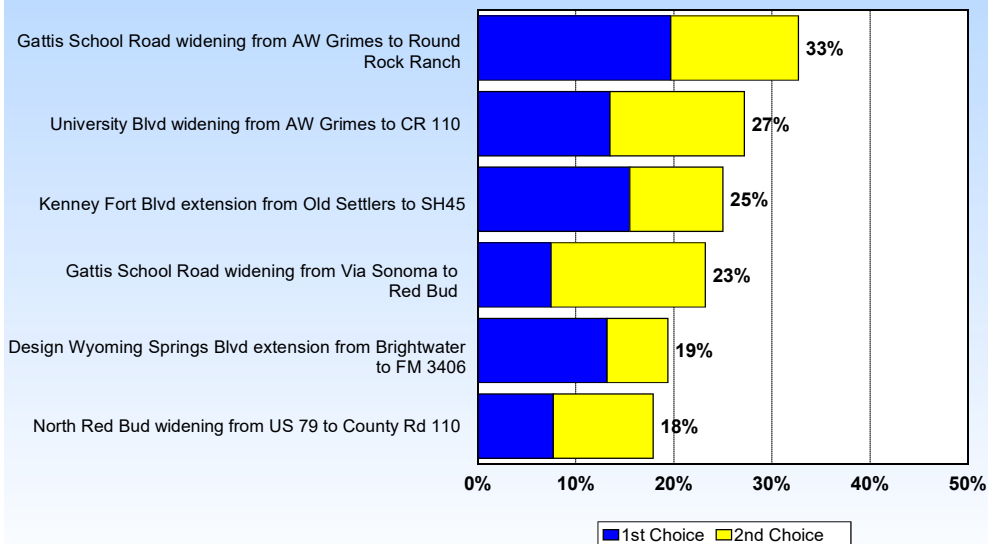
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q6. Transportation Improvements That Residents Would Most Support

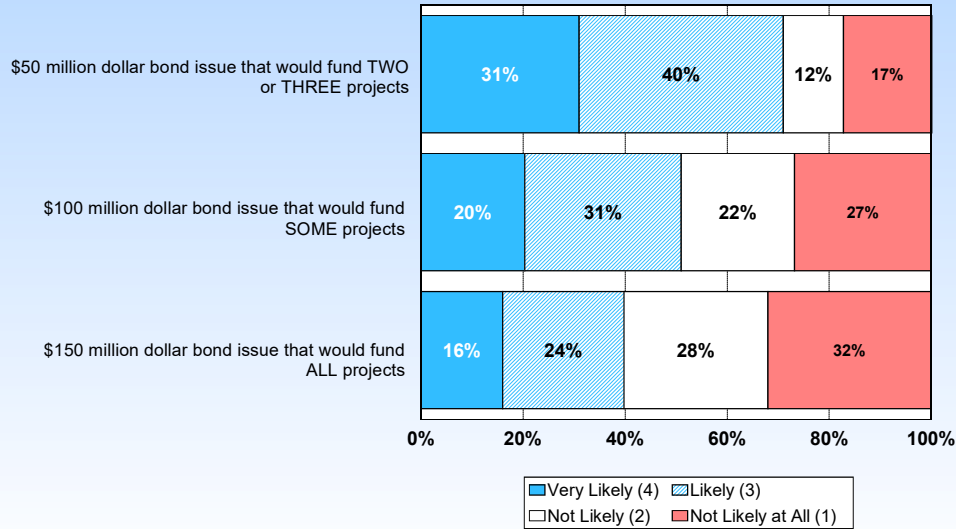
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018 Round Rock Community Survey)

Q7. Likelihood of Approving the Following Bond Issues to Fund Transportation Improvements

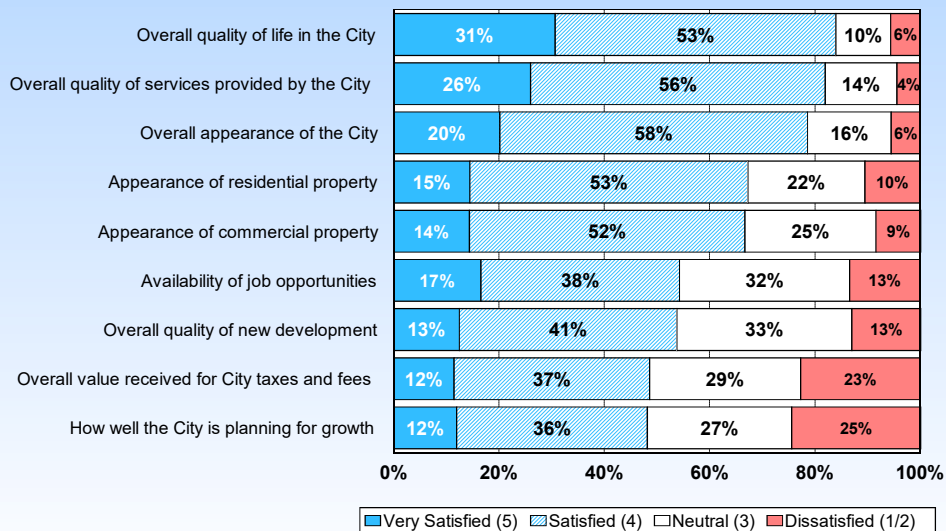
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q8. Satisfaction With Items That Influence the Perception Residents Have of the City

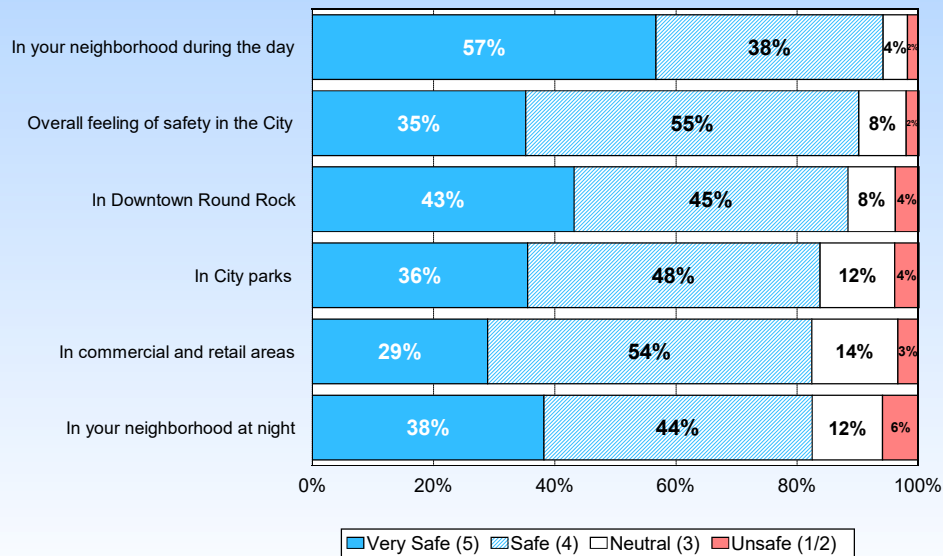
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q9. How Safe Do You Feel?

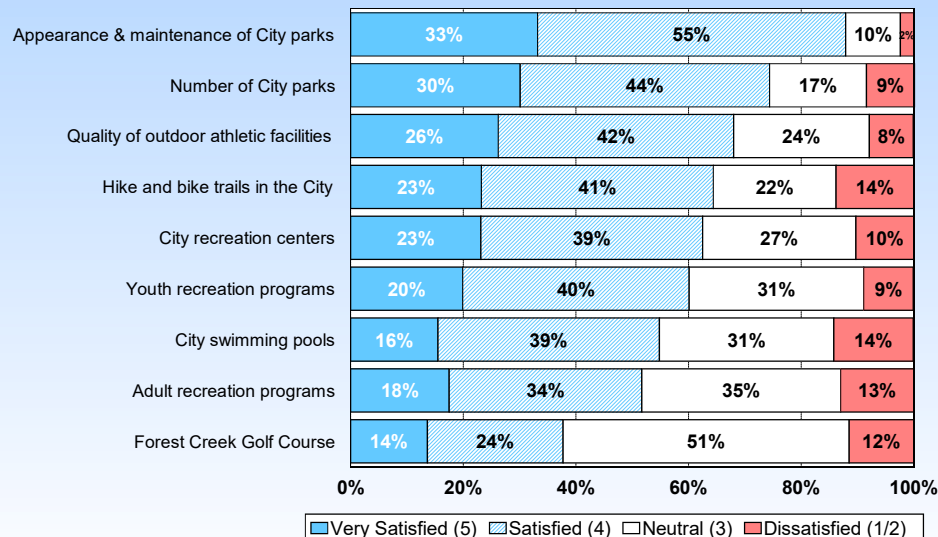
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q10. Satisfaction with Various Aspects of Parks and Recreation

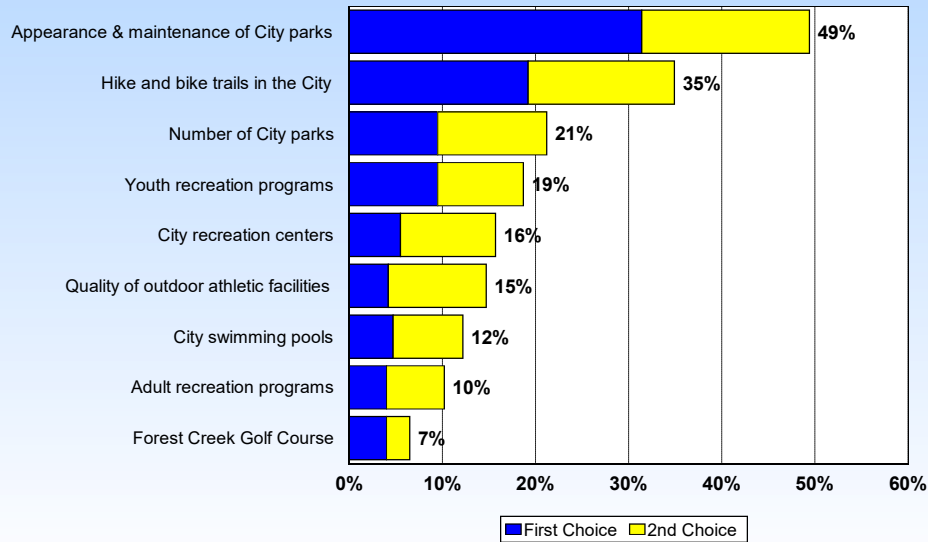
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q11. Parks and Recreation Services That Residents Thought Were Most Important

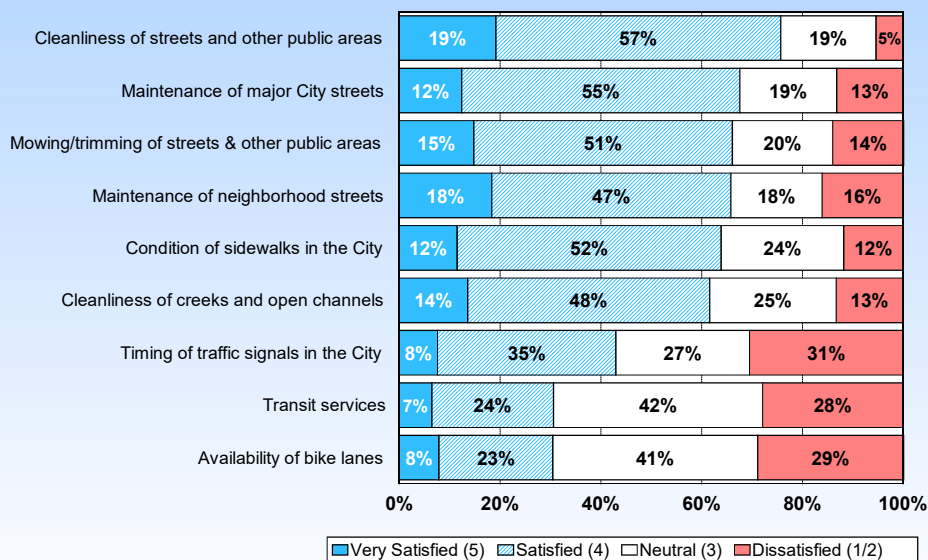
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018 Round Rock Community Survey)

Q12. Satisfaction with Various Aspects of Transportation

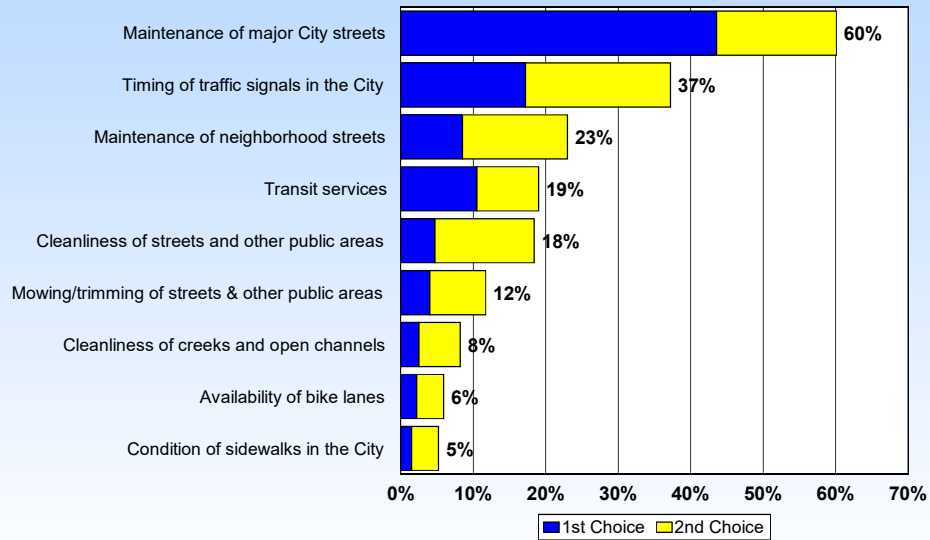
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q13. Transportation Services That Residents Thought Were Most Important

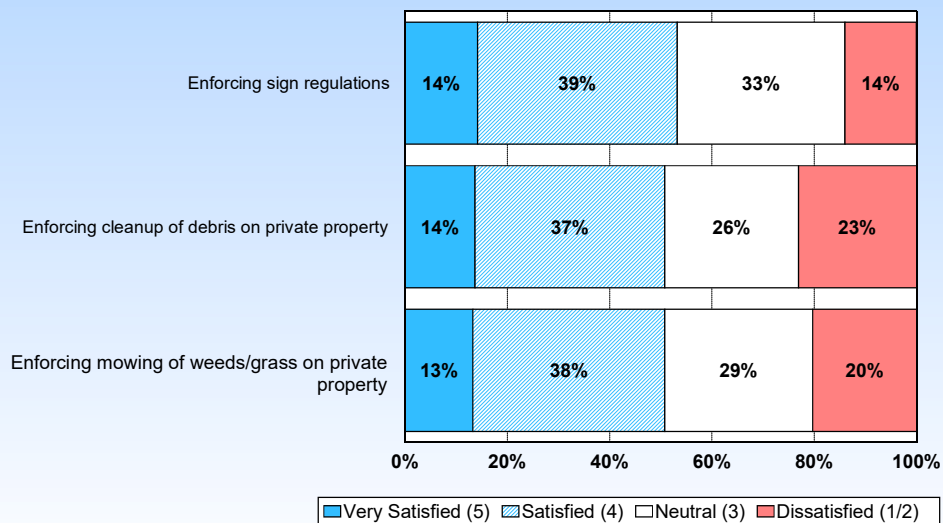
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018 Round Rock Community Survey)

Q14. Satisfaction with Various Aspects of Code Enforcement

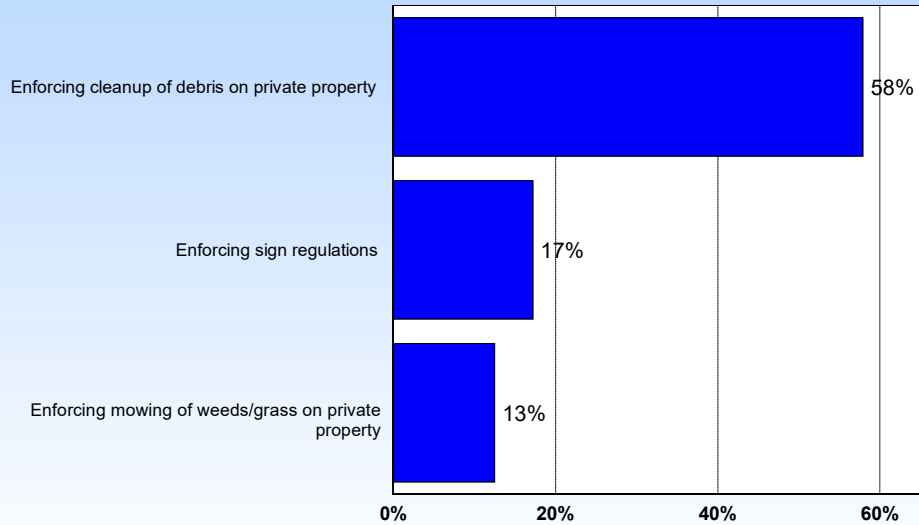
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q15. Code Enforcement Services That Residents Thought Were Most Important for the City to Provide

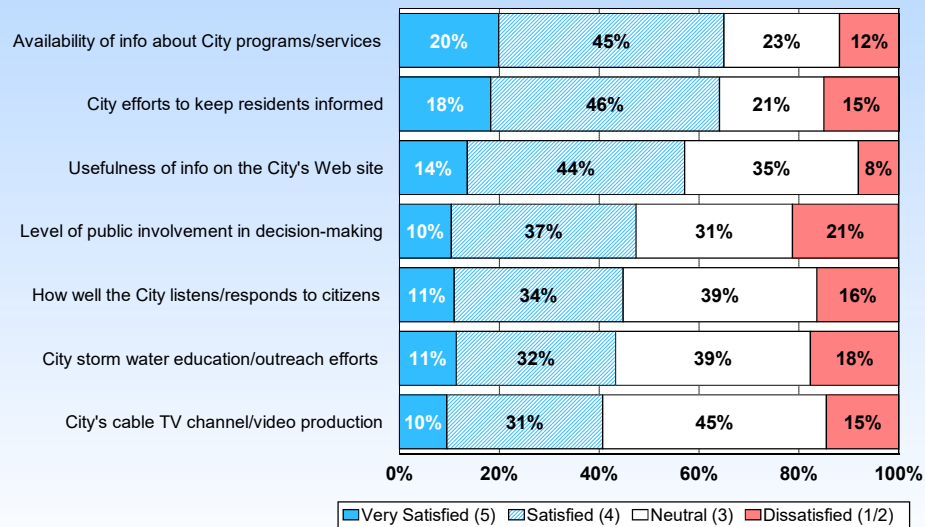
by percentage of respondents who selected the item as their top choice



Source: ETC Institute (2018 Round Rock Community Survey)

Q16. Satisfaction with Various Aspects of Communication

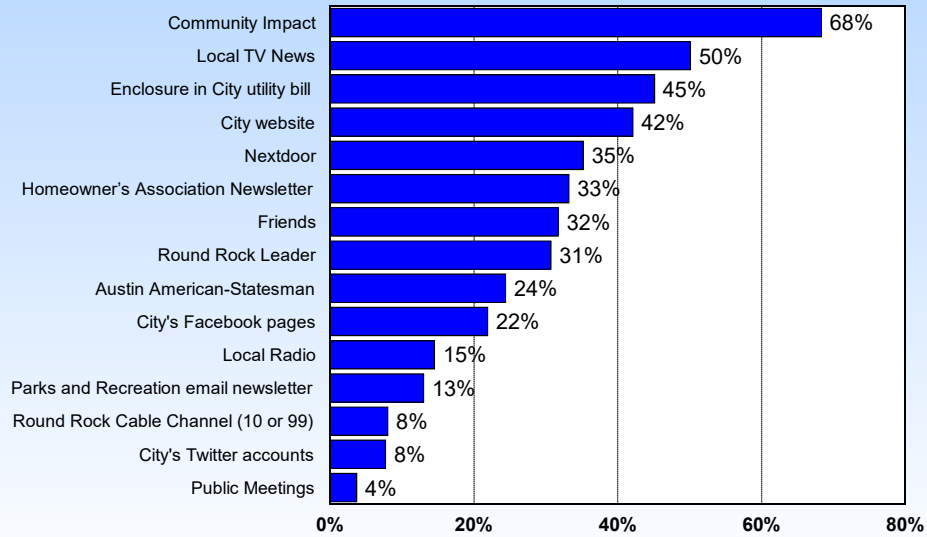
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q17. Sources Where Residents Currently Get Information About the City

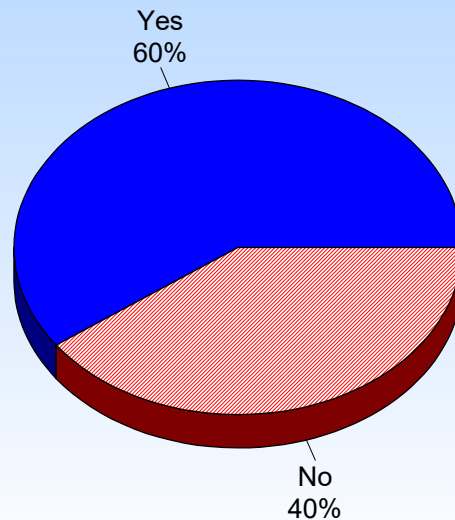
by percentage of respondents (multiple selections were allowed)



Source: ETC Institute (2018 Round Rock Community Survey)

Q18. Did you know that the City has a "Tiered" rate structure to encourage water conservation year-round?

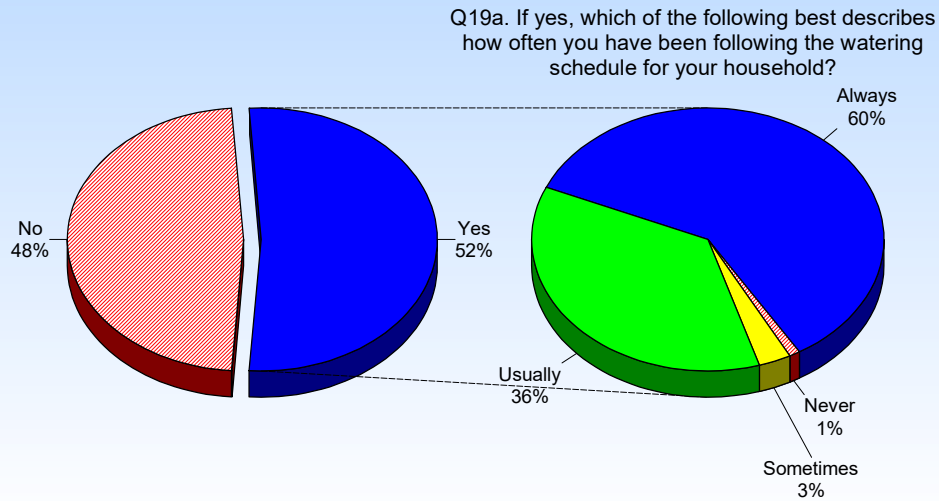
by percentage of respondents



Source: ETC Institute (2018 Round Rock Community Survey)

Q19. Do you know when your household's designated watering days are?

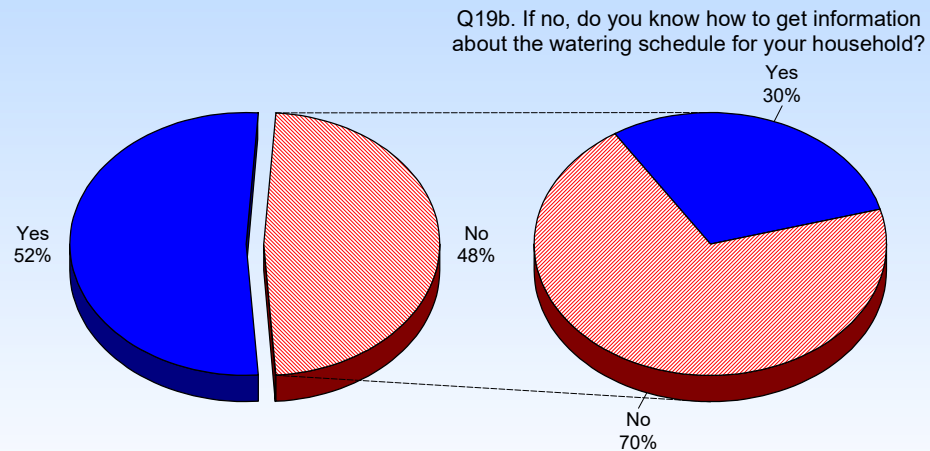
by percentage of respondents



Source: ETC Institute (2018 Round Rock Community Survey)

Q19. Do you know when your household's designated watering days are?

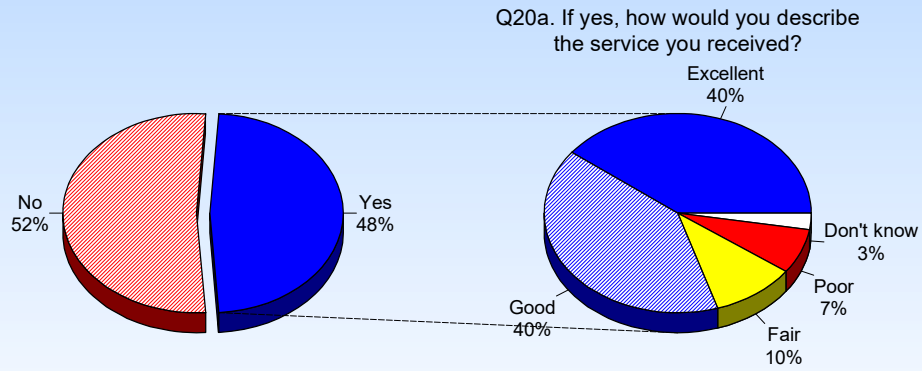
by percentage of respondents



Source: ETC Institute (2018 Round Rock Community Survey)

Q20. Have you contacted the City of Round Rock during the past year?

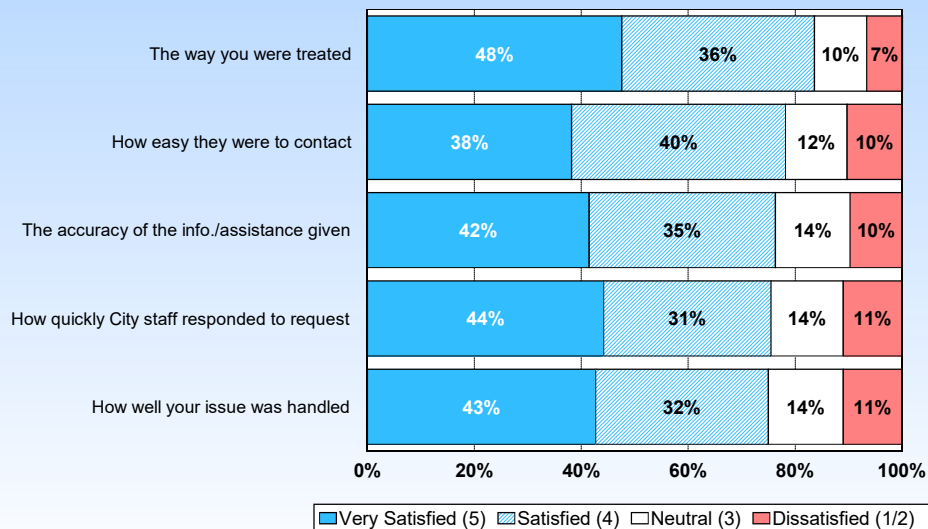
by percentage of respondents



Source: ETC Institute (2018 Round Rock Community Survey)

Q20b. Satisfaction with Customer Service Received from City Employees

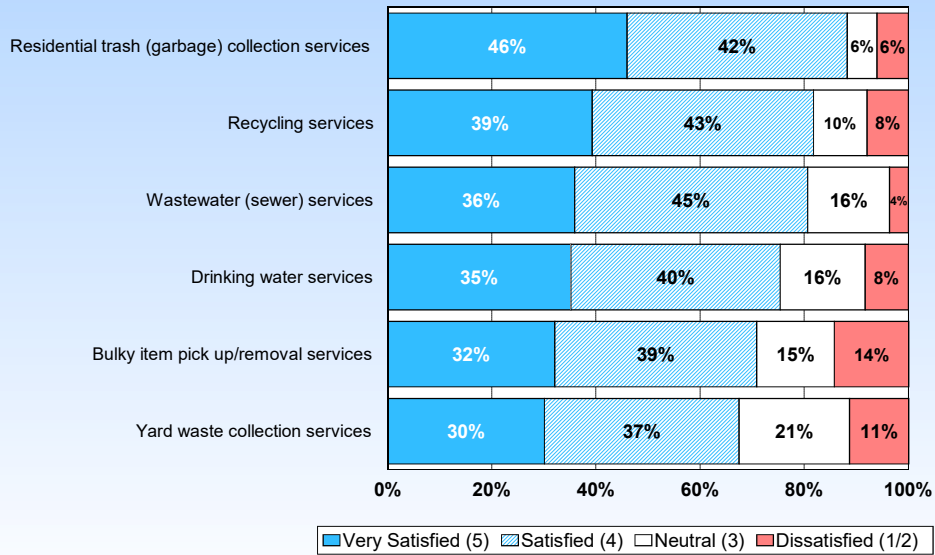
by percentage of respondents who contacted the City (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q21. Satisfaction with Solid Waste/Utility Services

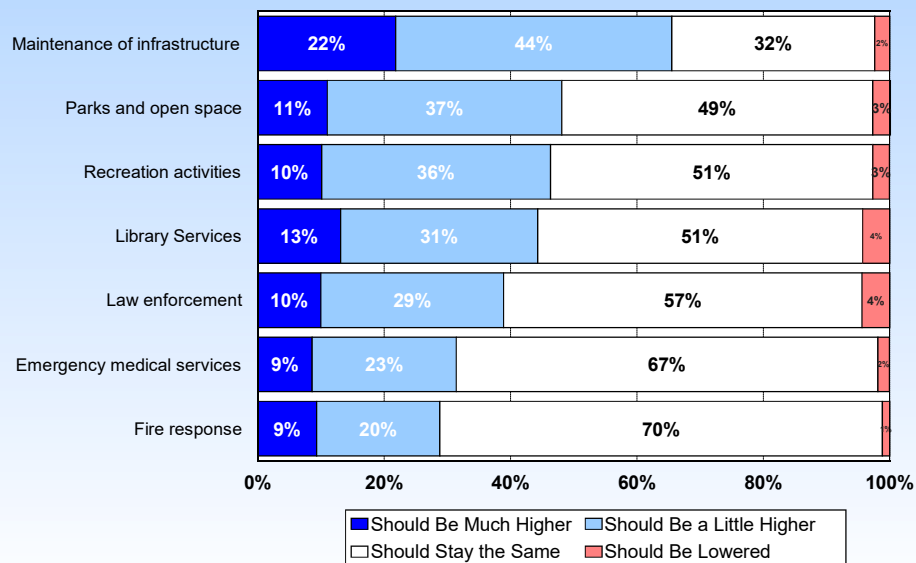
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q22. How should the level of service provided by the City in the following areas change?

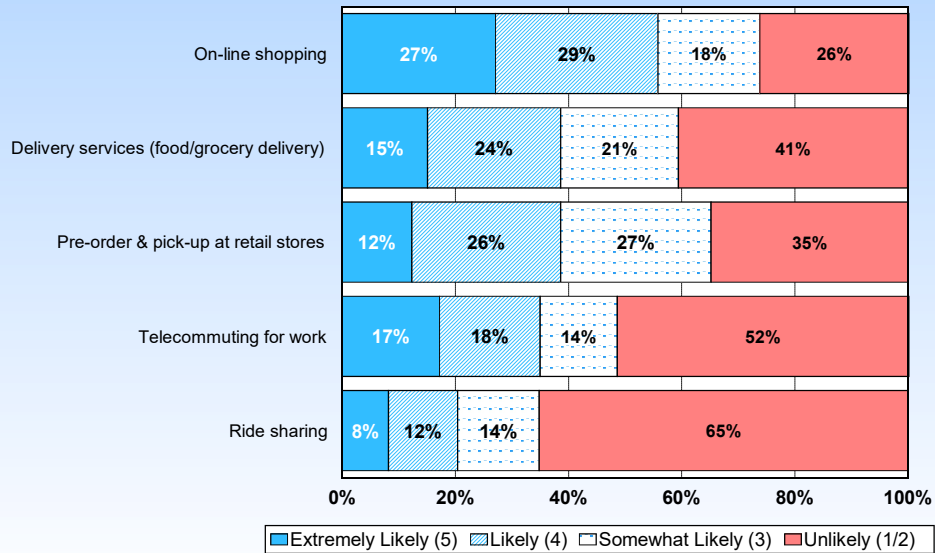
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q23. Likelihood of the Following Consumer Trends Influencing Respondent's Behavior

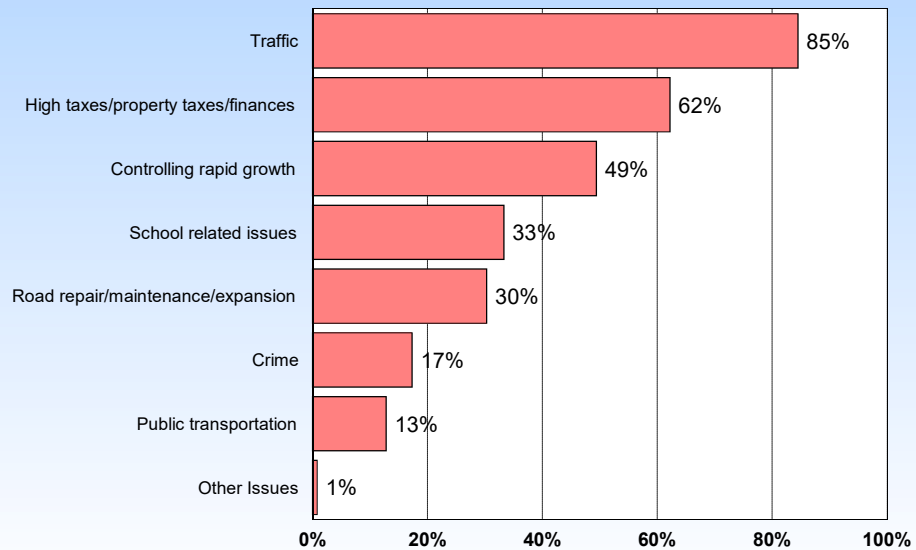
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q24. Three Biggest Issues Facing Round Rock Over the Next Five Years

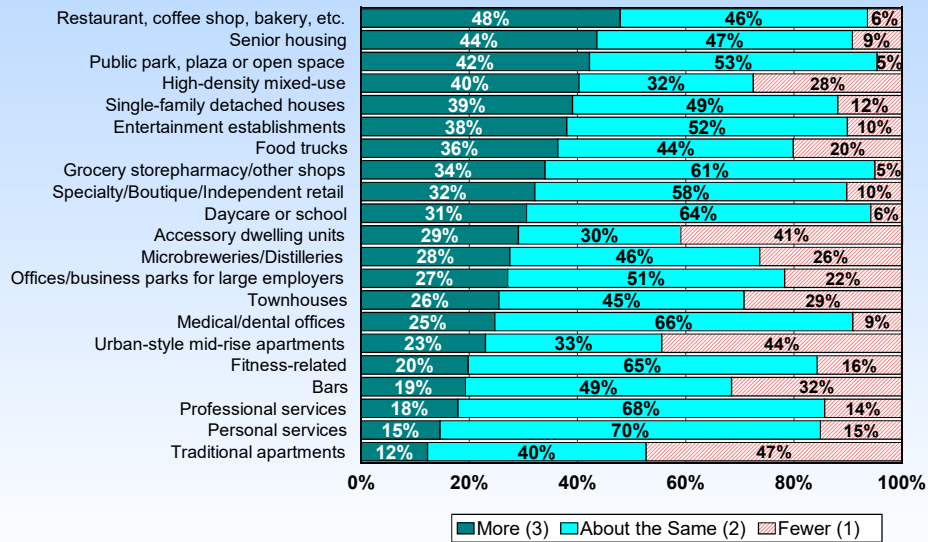
by percentage of respondents who selected the item as one of their top three choices



Source: ETC Institute (2018 Round Rock Community Survey)

Q25. Should there be more, about the same, or fewer of the following types of places in Round Rock?

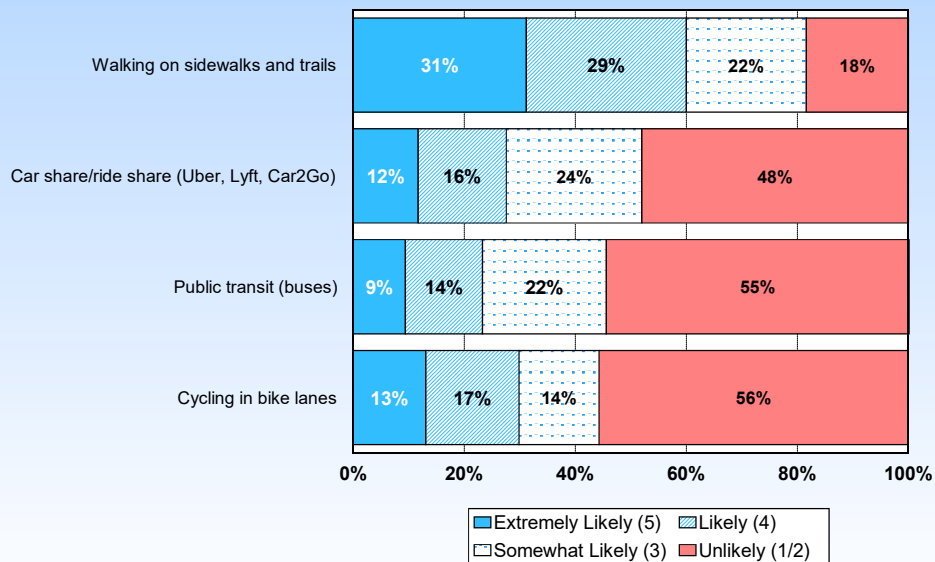
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q26. Likelihood of Using the Following Modes of Transportation in Lieu of Personal Vehicle

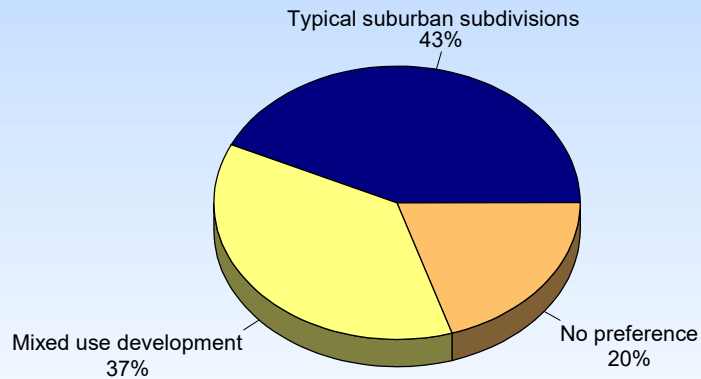
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q27. Would you prefer that new neighborhoods in the City are developed as typical suburban subdivisions or new homes be built in a mixed-use development?

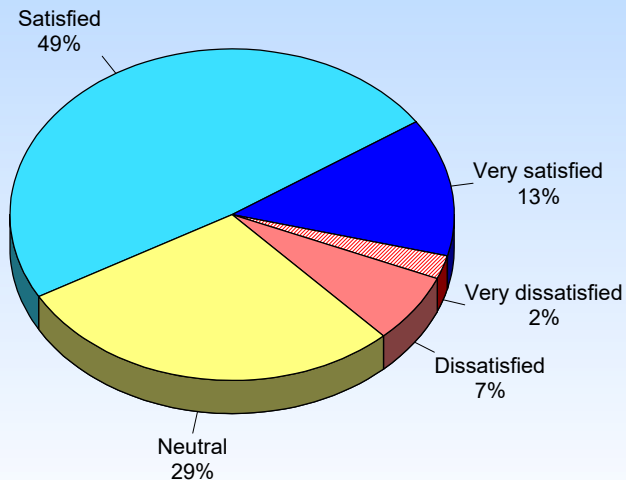
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q28. Satisfaction With the Quality/Appearance of Recent Commercial Development in the City

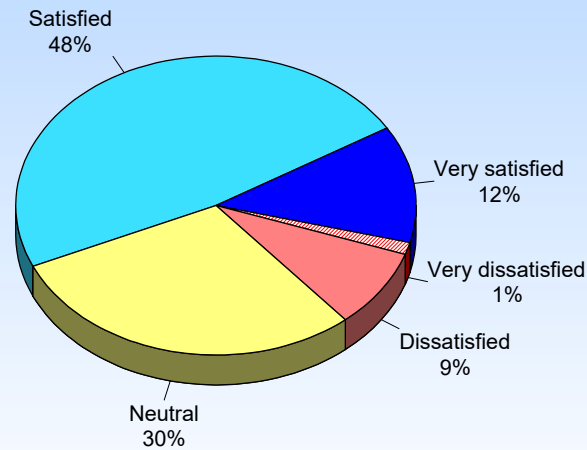
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q29. Satisfaction With the Quality/Appearance of Recent Residential Development in the City

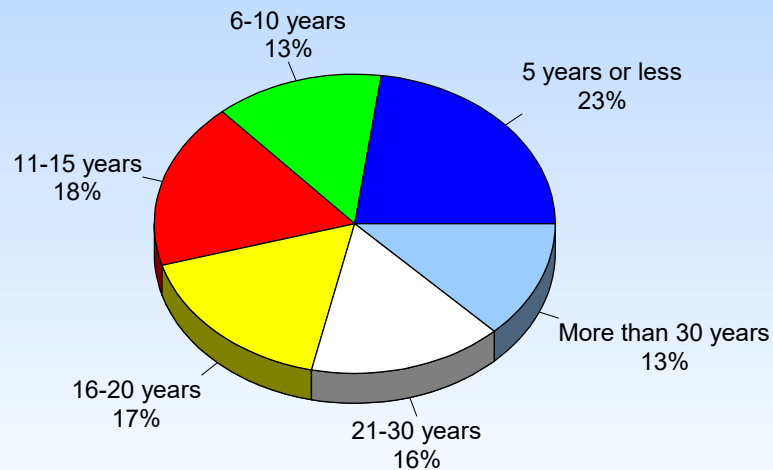
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Q30. Demographics: Number of Years Lived in Round Rock

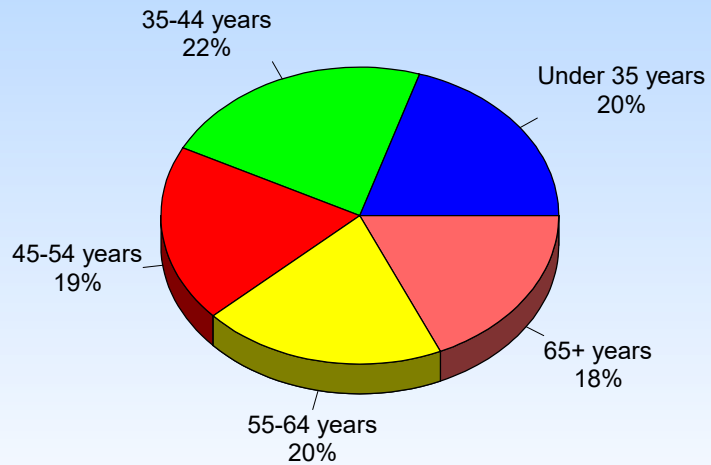
by percentage of respondents (excluding "not provided")



Source: ETC Institute (2018 Round Rock Community Survey)

Q31. Demographics: Age of Respondents

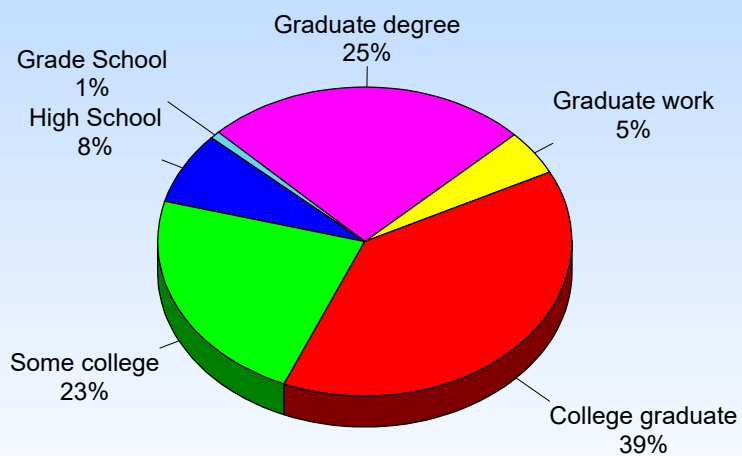
by percentage of respondents (excluding "not provided")



Source: ETC Institute (2018 Round Rock Community Survey)

Q32. Demographics: Highest Level of Education Completed

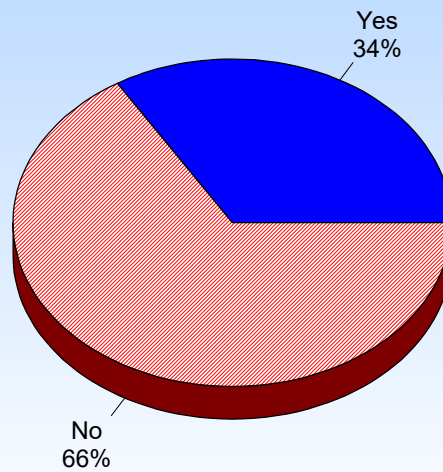
by percentage of respondents (excluding "not provided")



Source: ETC Institute (2018 Round Rock Community Survey)

Q33. Demographics: Do you work in the City of Round Rock?

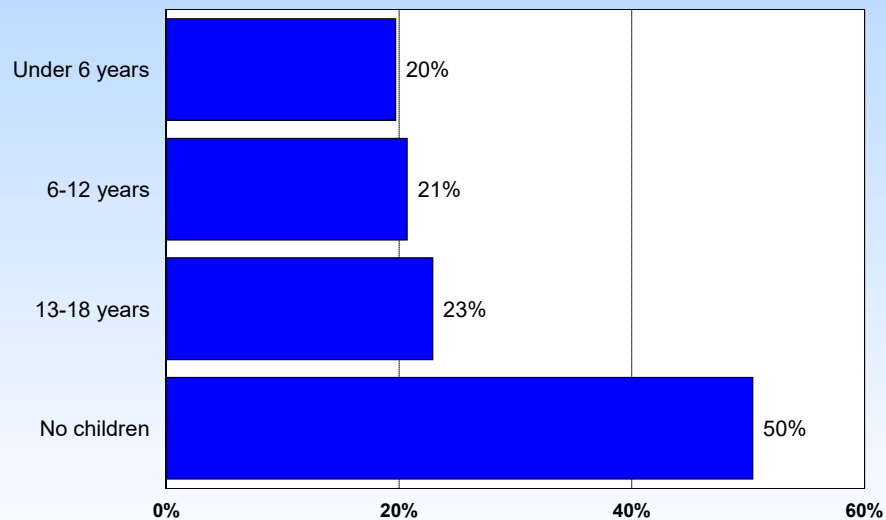
by percentage of respondents (excluding "not provided")



Source: ETC Institute (2018 Round Rock Community Survey)

Q34. Demographics: Do you have children living at home in the following age ranges?

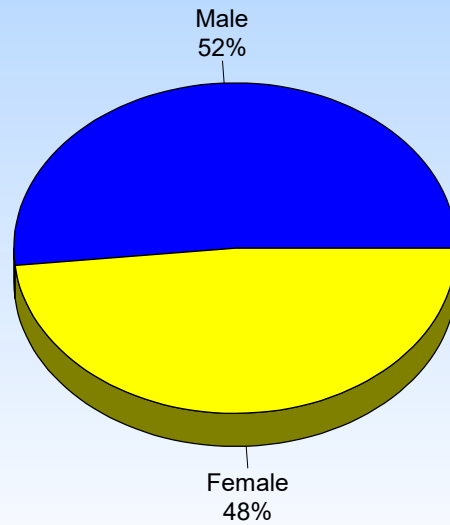
by percentage of respondents (multiple selections allowed)



Source: ETC Institute (2018 Round Rock Community Survey)

Q35. Demographics: Gender

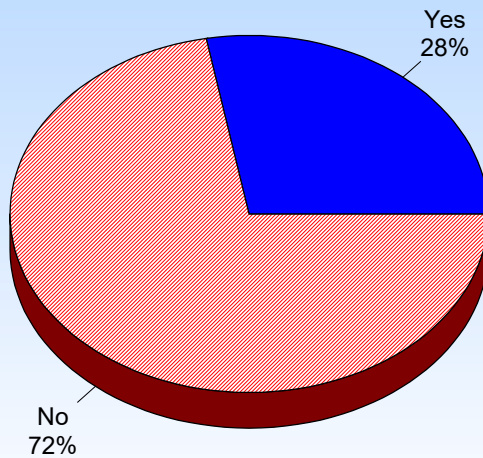
by percentage of respondents (excluding "not provided")



Source: ETC Institute (2018 Round Rock Community Survey)

Q36. Demographics: Are you of Hispanic, Latino or other Spanish Heritage?

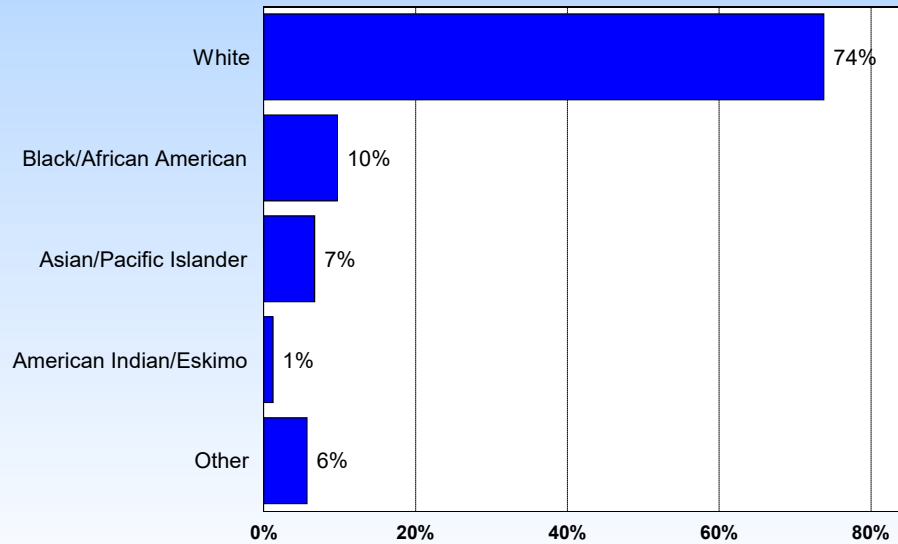
by percentage of respondents (excluding "not provided")



Source: ETC Institute (2018 Round Rock Community Survey)

Q37. Demographics: Race/Ethnicity

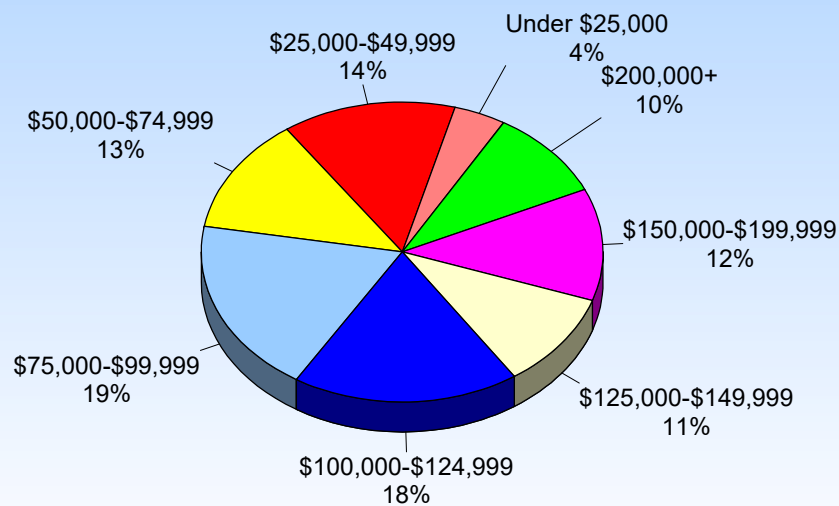
by percentage of respondents (multiple selections allowed)



Source: ETC Institute (2018 Round Rock Community Survey)

Q38. Demographics: Total Annual Household Income

by percentage of respondents (excluding "not provided")



Source: ETC Institute (2018 Round Rock Community Survey)

Section 2:

Trend Analysis



DirectionFinder® Survey

Year 2018 Trend Summary Report

Overview

Every two years the City of Round Rock conducts a community survey to assess resident satisfaction with the delivery of major city services and to help set priorities for the community. The charts on the following pages show how the 2018 survey results compare to the City's performance in 2016 and 2010; statistically significant changes were changes of +/-4.9% since 2016.

Most Significant Changes Since 2016. The most significant changes from 2016 to 2018 are listed below:

Significant Increases

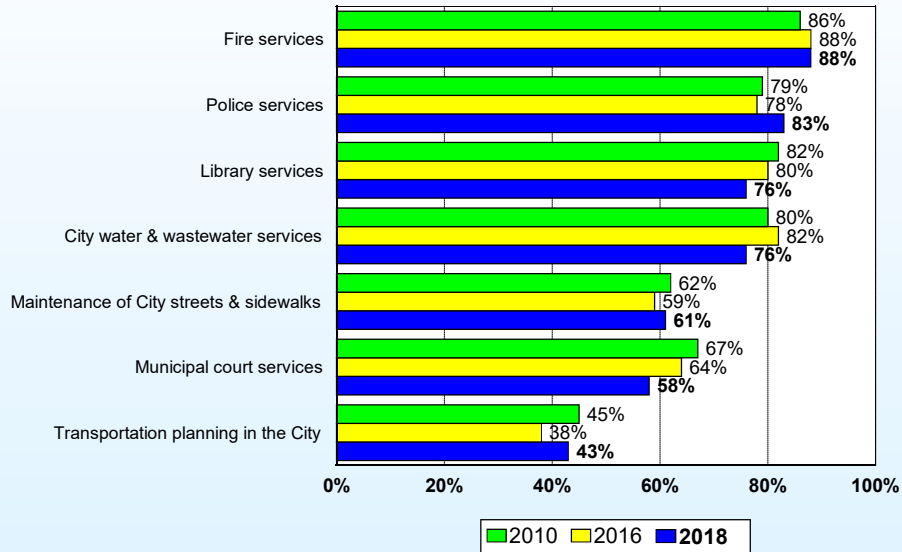
- Overall ratings for customer service (+8%)
- Feeling of safety in commercial and retail areas (+5%)
- Police services (+5%)
- Transportation planning in the City (+5%)

Significant Decreases

- Drinking water services (-6%)
- City water and wastewater services (-6%)
- Municipal court services (-6%)
- Yard waste collection services (-5%)

Ratings for City Services by Major Category **Trends - 2010, 2016, 2018**

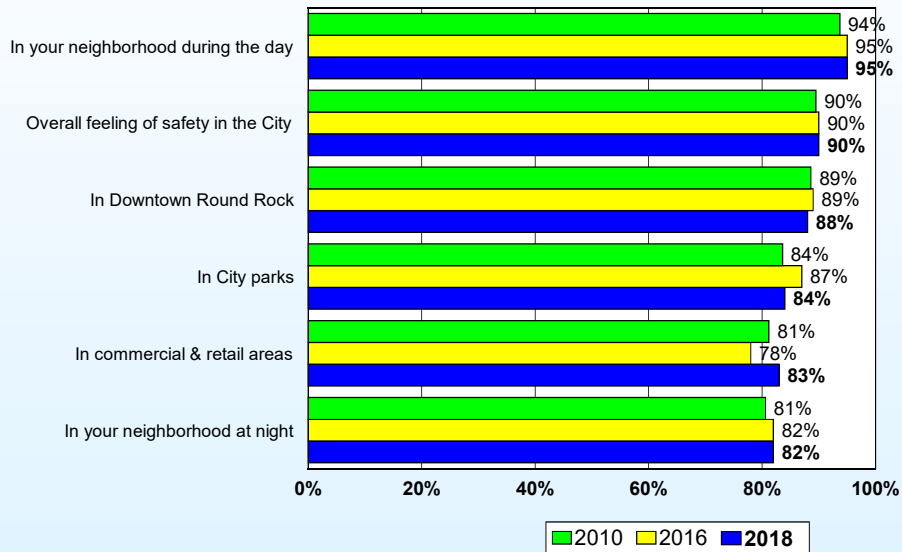
by percentage of respondents who were "very satisfied" or "satisfied"
(excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Ratings for Public Safety **Trends - 2010, 2016, 2018**

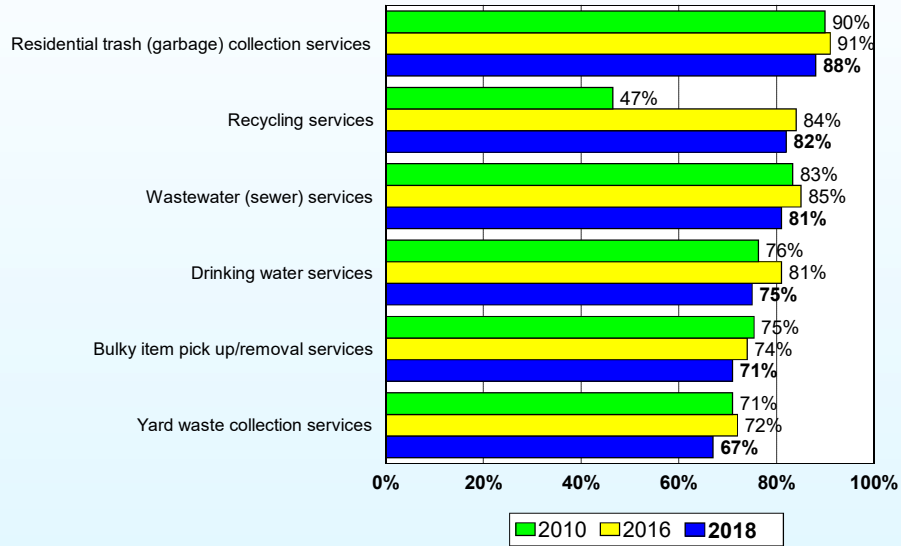
by percentage of respondents who felt "very safe" or "safe" (excluding don't knows)



Source: ETC Institute (2018 Round Rock Community Survey)

Ratings for Solid Waste/Utility Services **Trends - 2010, 2016, 2018**

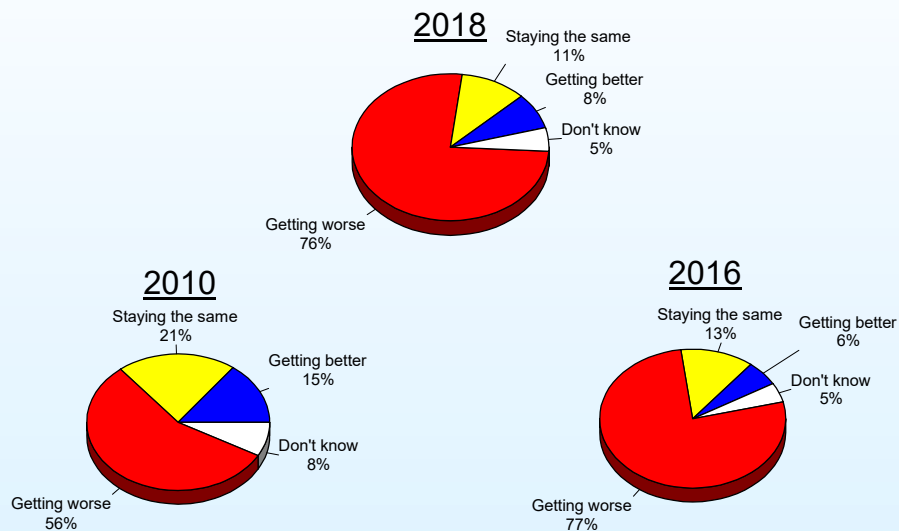
by percentage of respondents who were "very satisfied" or "satisfied"
(excluding don't know)



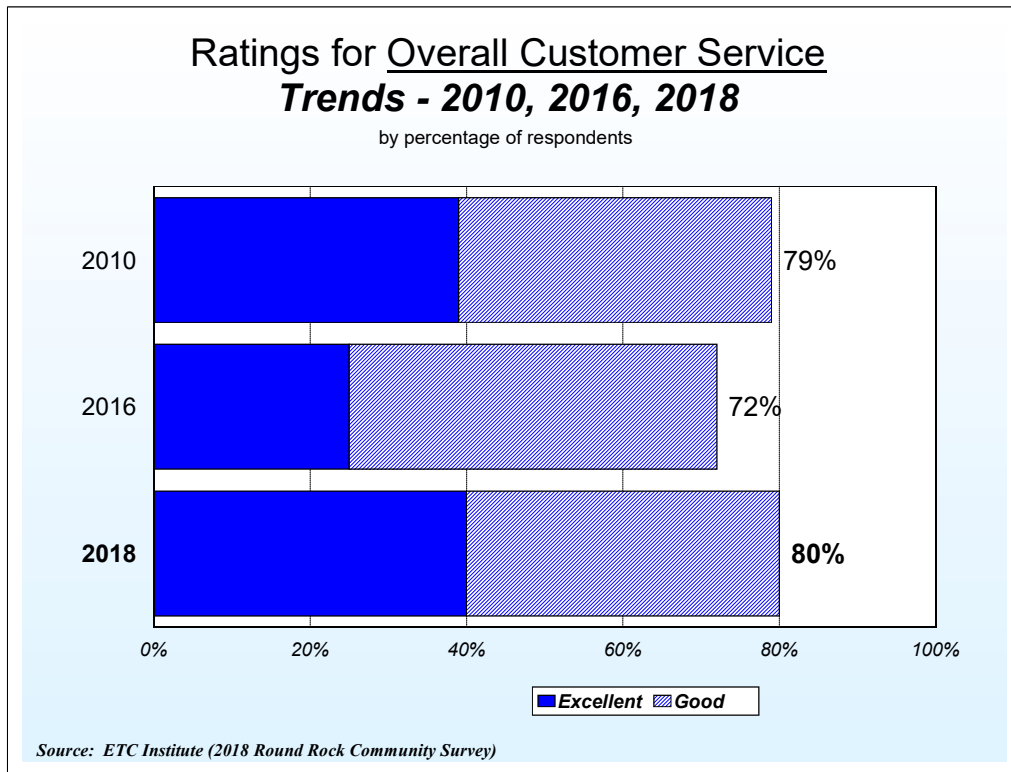
Source: ETC Institute (2018 Round Rock Community Survey)

How Residents Feel Traffic Flow in the City is Changing **Trends - 2010, 2016, 2018**

by percentage of respondents



Source: ETC Institute (2018 Round Rock Community Survey)



Section 3:

Importance-Satisfaction Analysis



Importance-Satisfaction Analysis

Round Rock, Texas

Overview

Today, city officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that cities will maximize overall citizen satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Methodology

The rating is calculated by summing the percentage of responses for items selected as the most important services for the City to provide. This sum is then multiplied by 1 minus the percentage of respondents that indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "don't knows"). "Don't know" responses are excluded from the calculation to ensure that the satisfaction ratings among service categories are comparable. $[IS = Importance \times (1 - Satisfaction)]$.

Example of the Calculation. Respondents were asked to identify the major categories of city services they thought were most important for the City to provide. Thirty-one percent (31.4%) ranked "transportation planning in the City" as one of the most important city services to provide.

With regard to satisfaction, "transportation planning in the City" ranked fourteenth overall, with 43% rating it as a "4" or a "5" on a 5-point scale, excluding "don't know" responses. The I-S rating for "transportation planning in the City" was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example, 31.4% was multiplied by 57% (1-0.43). This calculation yielded an I-S rating of 0.1790, which was ranked first out of fourteen overall city service categories.

- The maximum rating is 1.00 and would be achieved when 100% of the respondents select an activity as one of the most important areas for the City to provide and 0% indicated that they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either one of the following two situations:

- if 100% of the respondents were positively satisfied with the delivery of the service
- if none (0%) of the respondents selected the service as one of the most important areas for the City to provide.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from .10 to .20 identify service areas that should receive increased emphasis. Ratings less than .10 should continue to receive the current level of emphasis.

- Definitely Increase Emphasis ($IS \geq 0.20$)
- Increase Current Emphasis ($0.10 \leq IS < 0.20$)
- Maintain Current Emphasis ($IS < 0.10$)

The importance-satisfaction results for each individual service area are provided on the following pages.

Importance-Satisfaction Rating

City of Round Rock

OVERALL

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Transportation planning in the City	31%	4	43%	14	0.1790	1
Police services	65%	1	83%	2	0.1100	2
Maintenance of city streets and sidewalks	27%	5	61%	11	0.1041	3
<u>Medium Priority (IS <.10)</u>						
Emergency medical services	35%	3	81%	4	0.0667	4
Water and wastewater services	24%	6	76%	7	0.0574	5
Fire services	41%	2	88%	1	0.0487	6
City communication with the public	12%	8	65%	9	0.0410	7
Enforcement of city codes and ordinances	7%	11	58%	12	0.0311	8
Parks and recreation programs	18%	7	83%	3	0.0306	9
Trash, recycling, & yard waste collection services	11%	9	80%	5	0.0228	10
Storm water runoff & flood prevention	7%	12	71%	8	0.0194	11
Library services	8%	10	76%	6	0.0190	12
Customer service provided by City employees	4%	13	64%	10	0.0151	13
Municipal court services	2%	14	58%	13	0.0063	14

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought were most important for the City to provide.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

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Importance-Satisfaction Rating

City of Round Rock

Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Hike and bike trails in the City	35%	2	64%	4	0.1256	1
<u>Medium Priority (IS <.10)</u>						
Youth recreation programs	19%	4	60%	6	0.0748	2
City recreation centers	16%	5	62%	5	0.0597	3
Appearance & maintenance of City parks	49%	1	88%	1	0.0593	4
Number of City parks	21%	3	74%	2	0.0551	5
City swimming pools	12%	7	55%	7	0.0549	6
Adult recreation programs	10%	8	52%	8	0.0490	7
Quality of outdoor athletic facilities	15%	6	68%	3	0.0470	8
Forest Creek Golf Course	7%	9	38%	9	0.0403	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought were most important for the City to provide.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

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Importance-Satisfaction Rating

City of Round Rock

Transportation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Timing of traffic signals in the City	37%	2	43%	7	0.2120	1
<u>High Priority (IS .10-.20)</u>						
Maintenance of major City streets	60%	1	67%	2	0.1983	2
Transit services	19%	4	31%	8	0.1311	3
<u>Medium Priority (IS <.10)</u>						
Maintenance of neighborhood streets	23%	3	65%	4	0.0805	4
Cleanliness of streets and other public areas	18%	5	76%	1	0.0442	5
Availability of bike lanes	6%	8	31%	9	0.0407	6
Mowing/trimming of streets & other public areas	12%	6	66%	3	0.0398	7
Cleanliness of creeks and open channels	8%	7	62%	6	0.0312	8
Condition of sidewalks in the City	5%	9	64%	5	0.0187	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought were most important for the City to provide.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

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Importance-Satisfaction Rating

City of Round Rock

Code Enforcement

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Enforcing cleanup of debris on private property	58%	1	51%	2	0.2837	1
<u>Medium Priority (IS <.10)</u>						
Enforcing sign regulations	17%	2	53%	1	0.0808	2
Enforcing the mowing of grass on private property	13%	3	51%	3	0.0613	3

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of respondents who selected the item as the most important code enforcement service to provide.
Respondents were asked to identify the item they thought was most important for the City to provide.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.'
Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

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Importance-Satisfaction Analysis Round Rock, Texas

Importance-Satisfaction Matrix Analysis

The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low and the perceived importance of the service is relatively high. ETC Institute developed an Importance-Satisfaction Matrix to display the perceived importance of major services that were assessed on the survey against the perceived quality of service delivery. The two axes on the matrix represent Satisfaction (vertical) and relative Importance (horizontal).

The I-S (Importance-Satisfaction) matrix should be interpreted as follows.

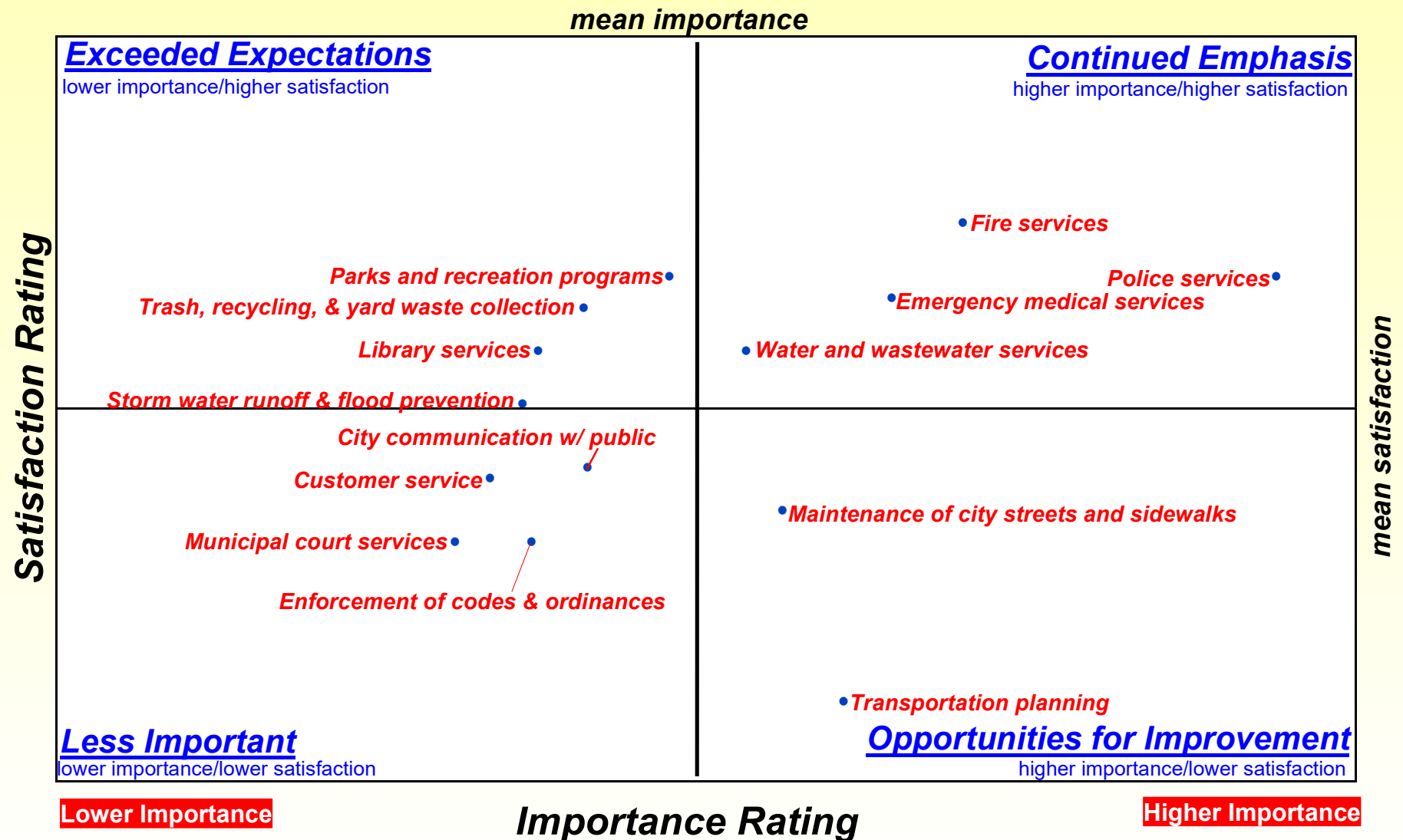
- **Continued Emphasis (above average importance and above average satisfaction).** This area shows where the City is meeting customer expectations. Items in this area have a significant impact on the customer's overall level of satisfaction. The City should maintain (or slightly increase) emphasis on items in this area.
- **Exceeding Expectations (below average importance and above average satisfaction).** This area shows where the City is performing significantly better than customers expect the City to perform. Items in this area do not significantly affect the overall level of satisfaction that residents have with City services. The City should maintain (or slightly decrease) emphasis on items in this area.
- **Opportunities for Improvement (above average importance and below average satisfaction).** This area shows where the City is not performing as well as residents expect the City to perform. This area has a significant impact on customer satisfaction, and the City should DEFINITELY increase emphasis on items in this area.
- **Less Important (below average importance and below average satisfaction).** This area shows where the City is not performing well relative to the City's performance in other areas; however, this area is generally considered to be less important to residents. This area does not significantly affect overall satisfaction with City services because the items are less important to residents. The agency should maintain current levels of emphasis on items in this area.

Matrices showing the results for Round Rock are provided on the following pages.

2018 Round Rock Community Survey Importance-Satisfaction Assessment Matrix

-Overall City Services-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)



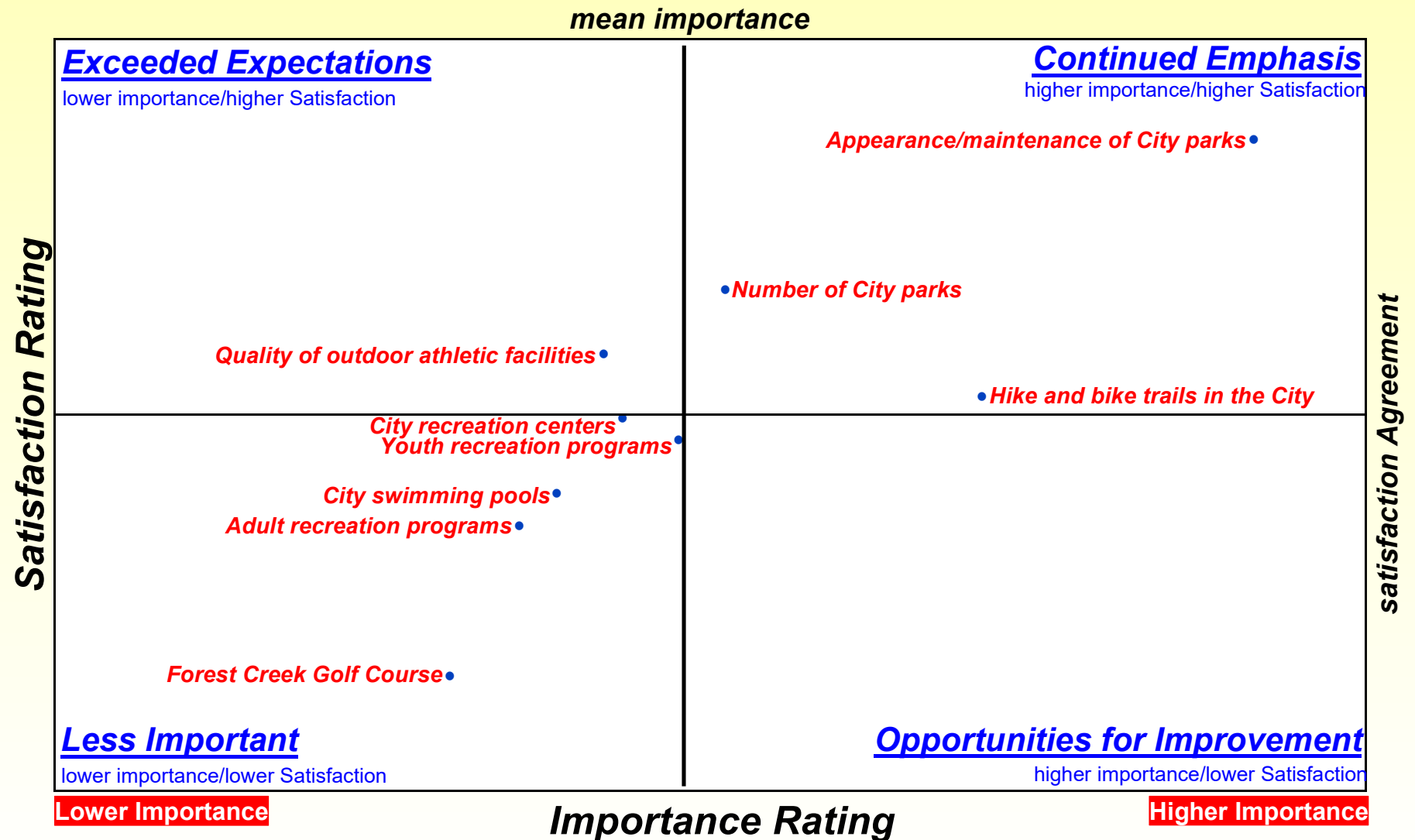
Source: ETC Institute (2018)

2018 Round Rock Community Survey

Importance-Satisfaction Assessment Matrix

-Parks and Recreation-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)

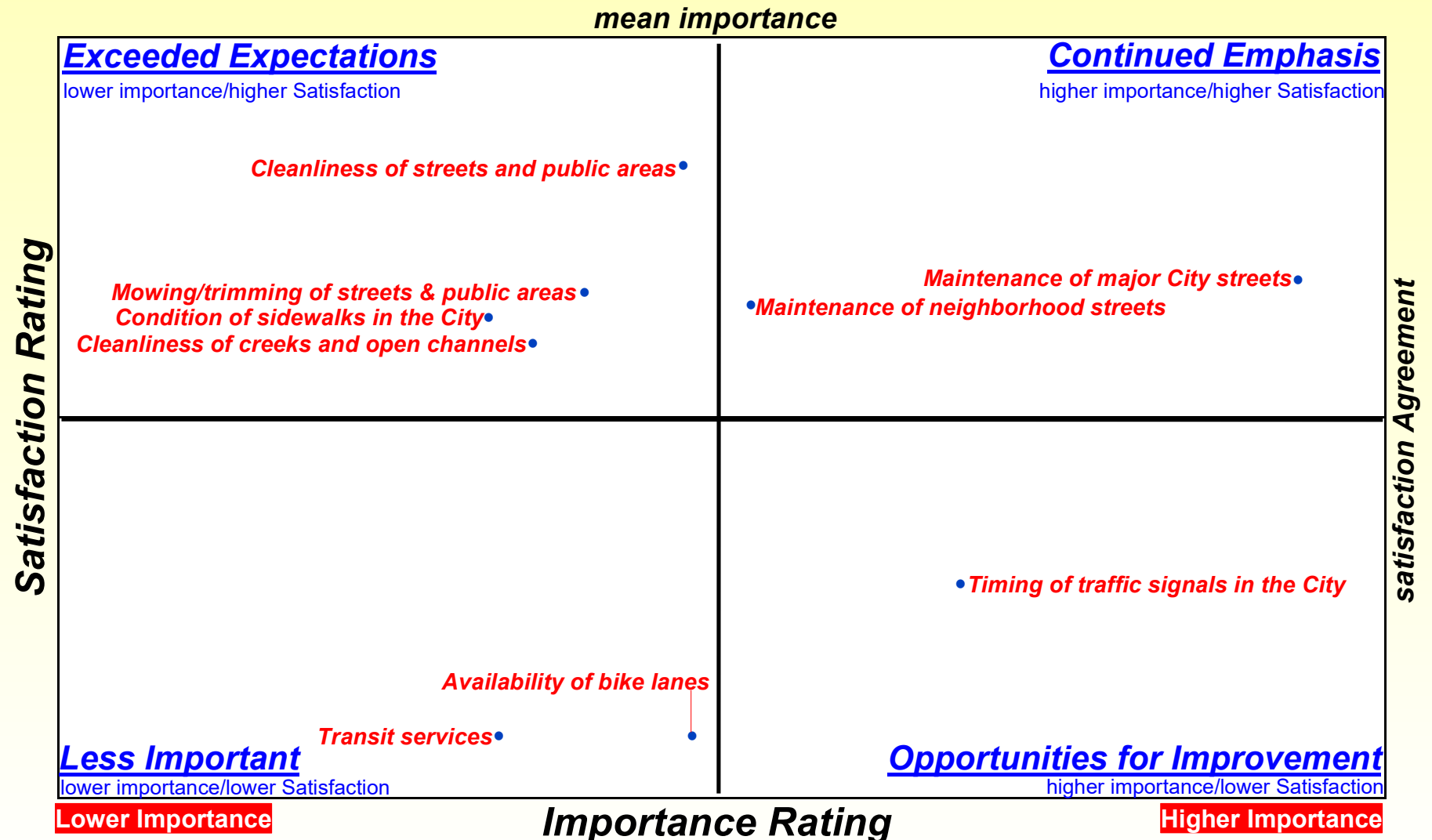


Source: ETC Institute (2018)

2018 Round Rock Community Survey Importance-Satisfaction Assessment Matrix

-Transportation-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)



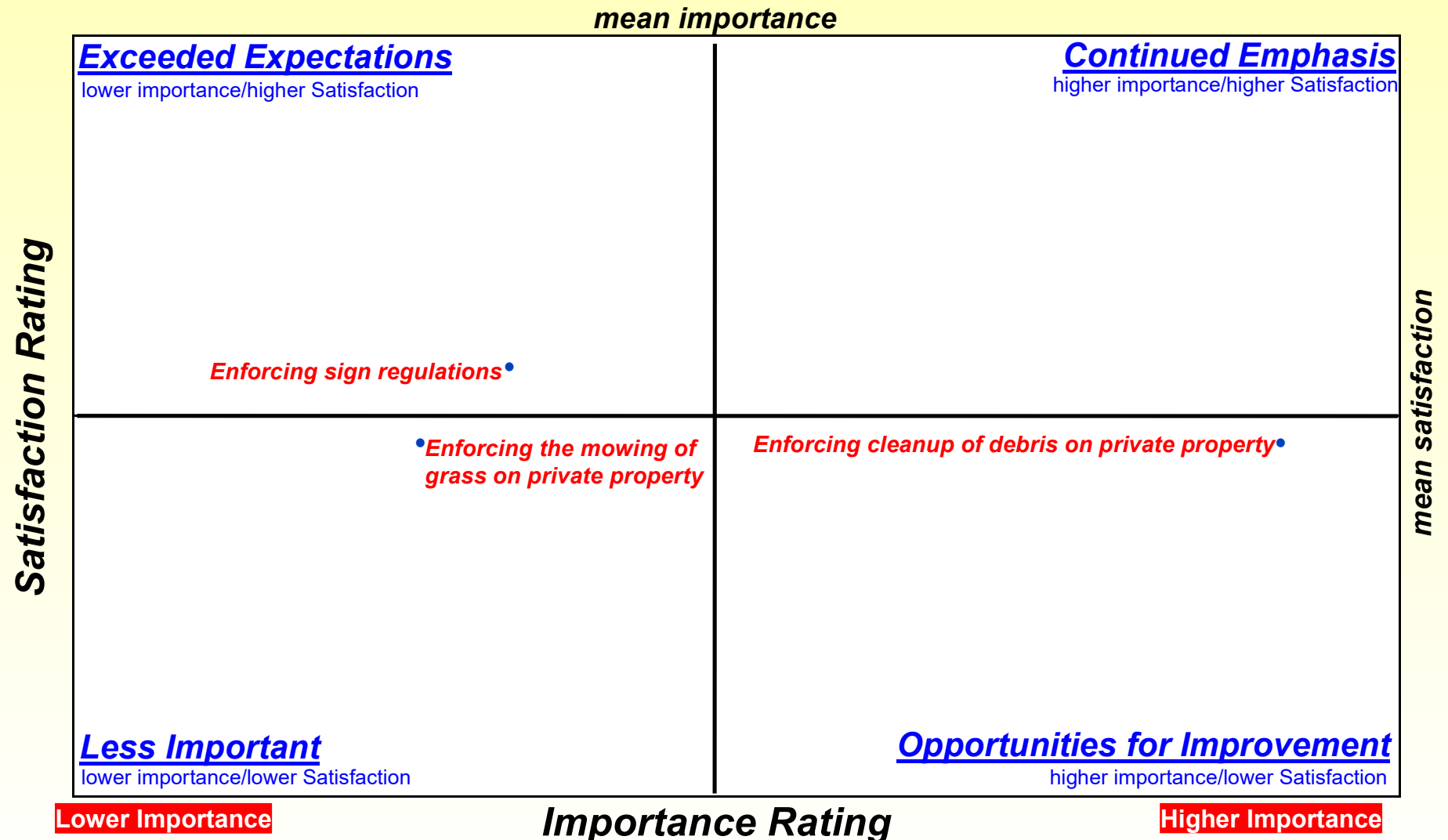
Source: ETC Institute (2018)

2018 Round Rock Community Survey

Importance-Satisfaction Assessment Matrix

-Code Enforcement-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)



Source: ETC Institute (2018)

Section 4:

Benchmarking Analysis



DirectionFinder® Survey

Year 2018 Benchmarking Summary Report

Overview

ETC Institute's DirectionFinder® program was originally developed in 1999 to help community leaders across the United States use statistically valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 300 cities and counties in 43 states.

This report contains benchmarking data from two sources. The first source is from a national survey that was administered by ETC Institute during the summer of 2016 to a random sample of more than 4,000 residents in the continental United States. The second source is a survey administered to a random sample of 340 residents in the state of Texas during the summer of 2016.

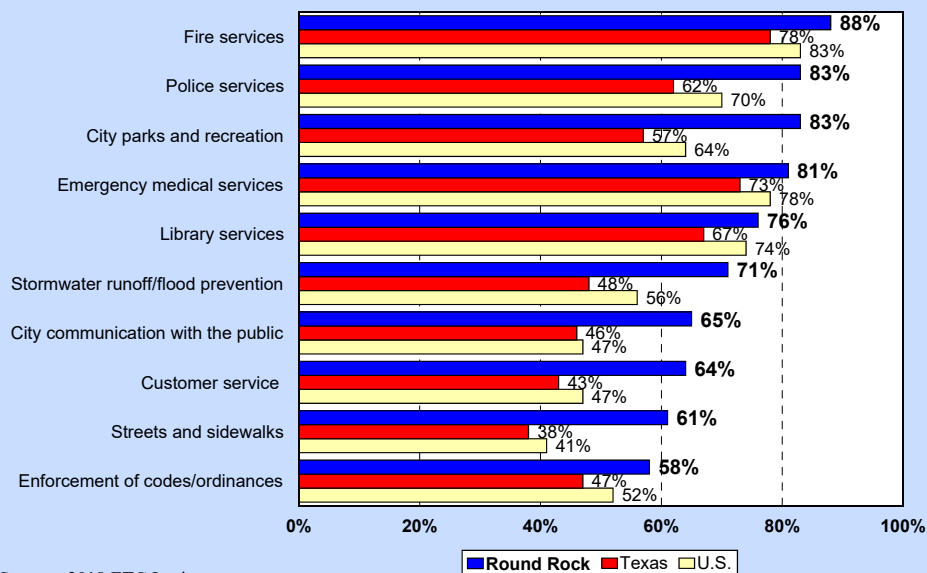
The “U.S. Average” shown in the charts reflects the overall results of ETC Institute’s national survey of more than 4,000 residents; the “Texas” average shown in the charts reflects the results of the survey administered to residents in the state of Texas.

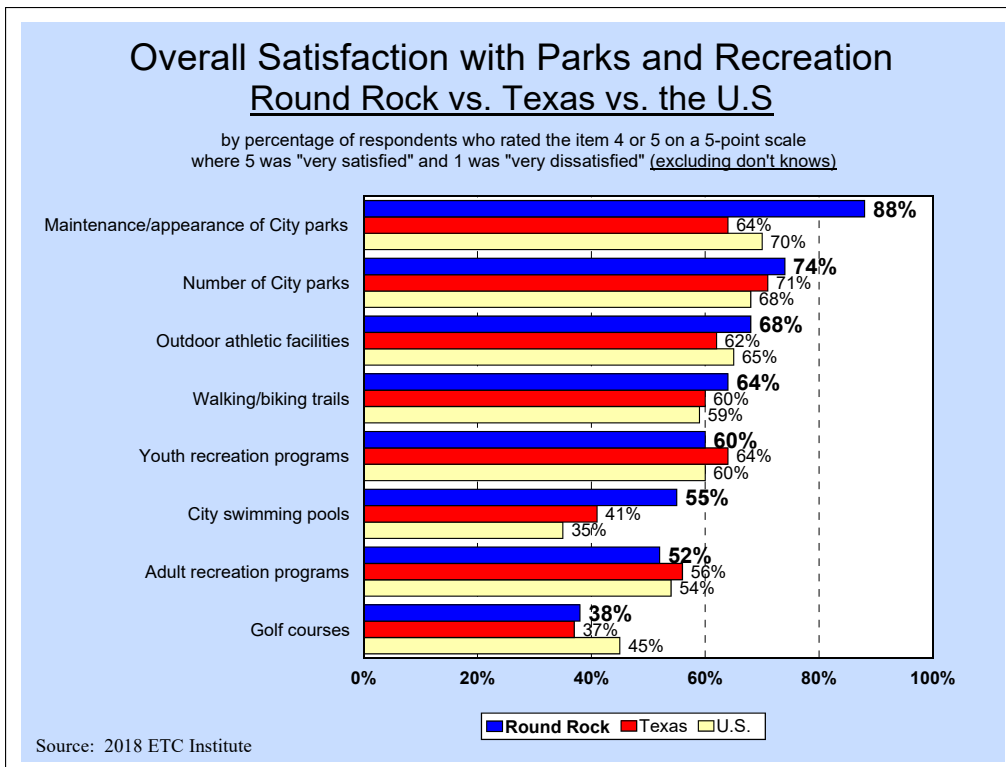
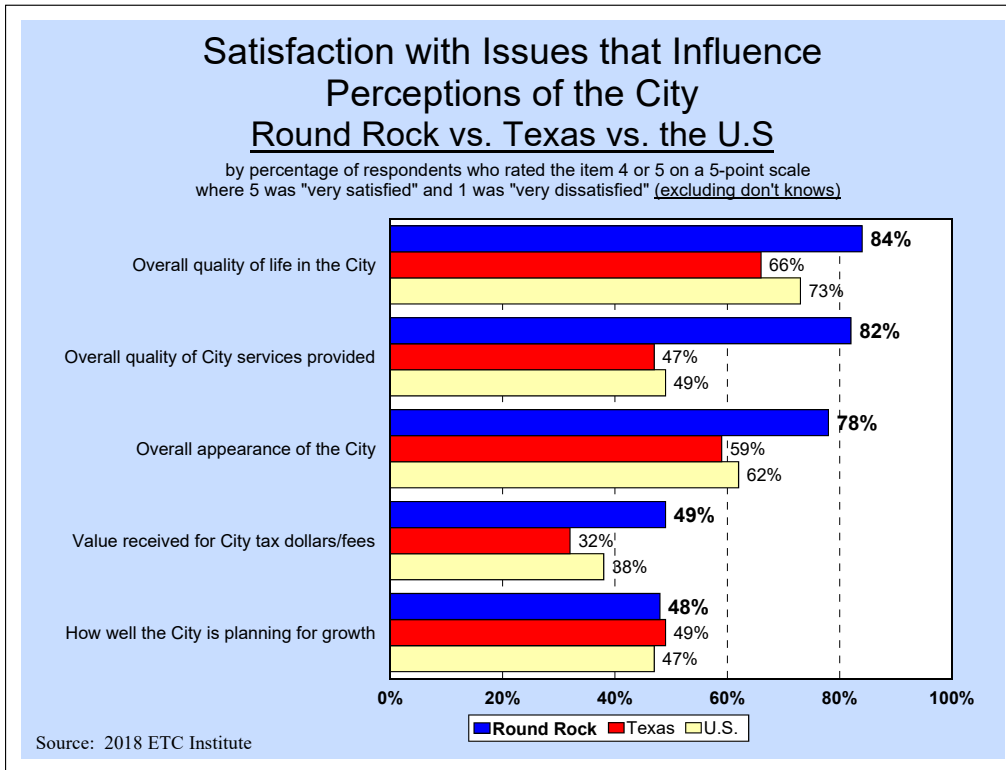
National Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the City of Round Rock, TX is not authorized without written consent from ETC Institute.

Overall Satisfaction with Various City Services Round Rock vs. Texas vs. the U.S

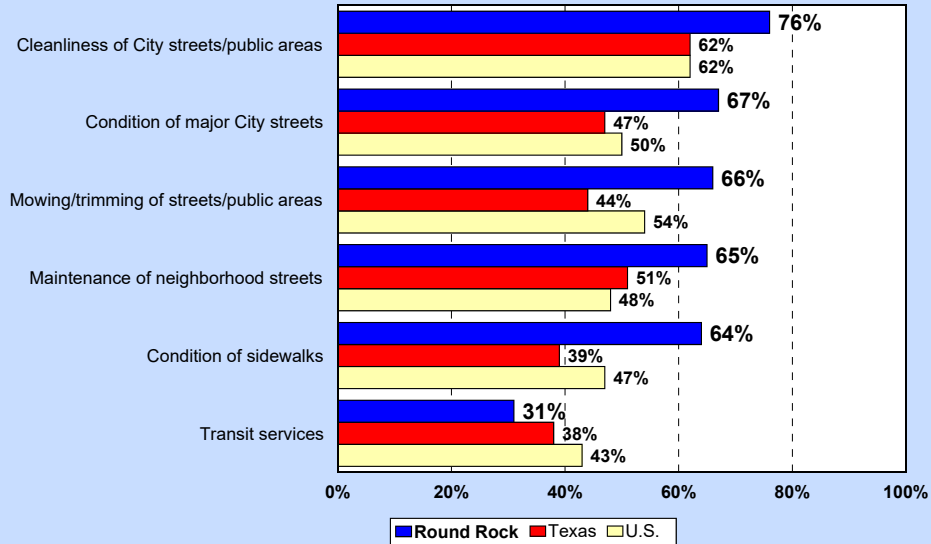
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)





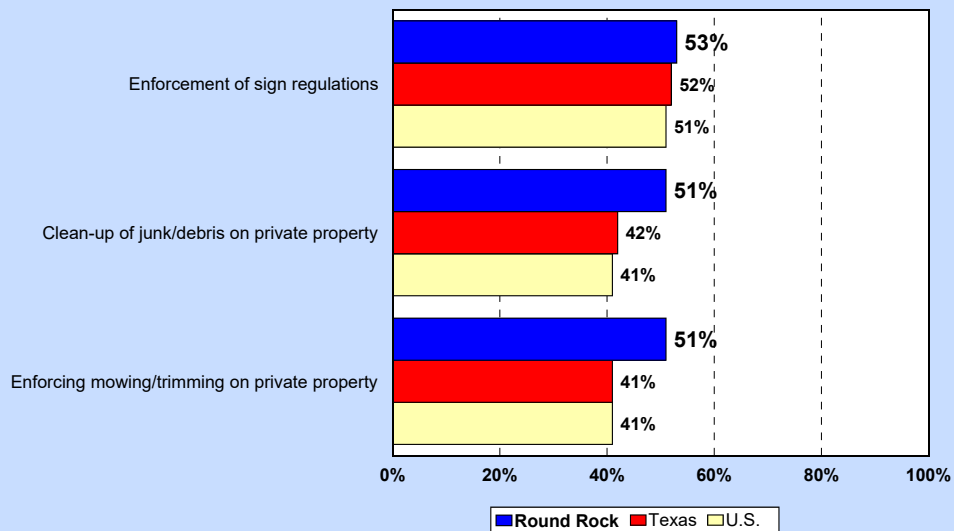
Overall Satisfaction with Transportation Services Round Rock vs. Texas vs. the U.S

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



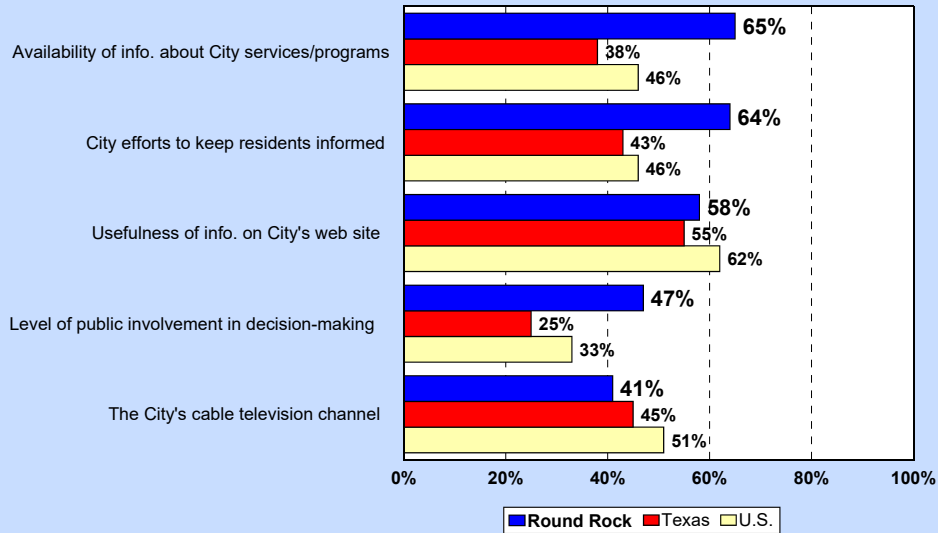
Overall Satisfaction with Code Enforcement Round Rock vs. Texas vs. the U.S

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



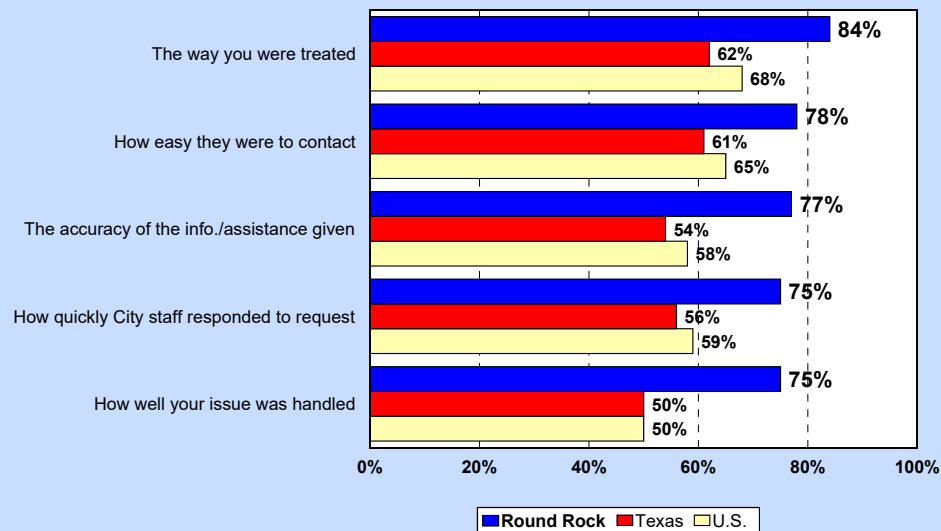
Overall Satisfaction with Communication Round Rock vs. Texas vs. the U.S

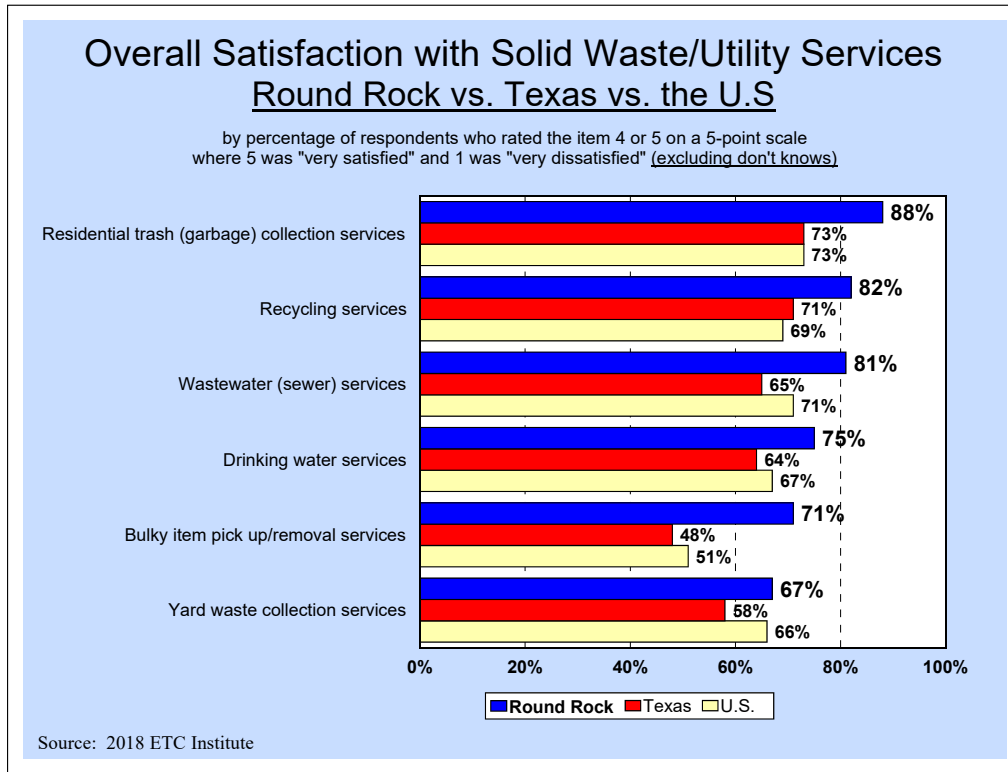
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Overall Satisfaction with Customer Service Round Rock vs. Texas vs. the U.S

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)





Section 5:

GIS Maps

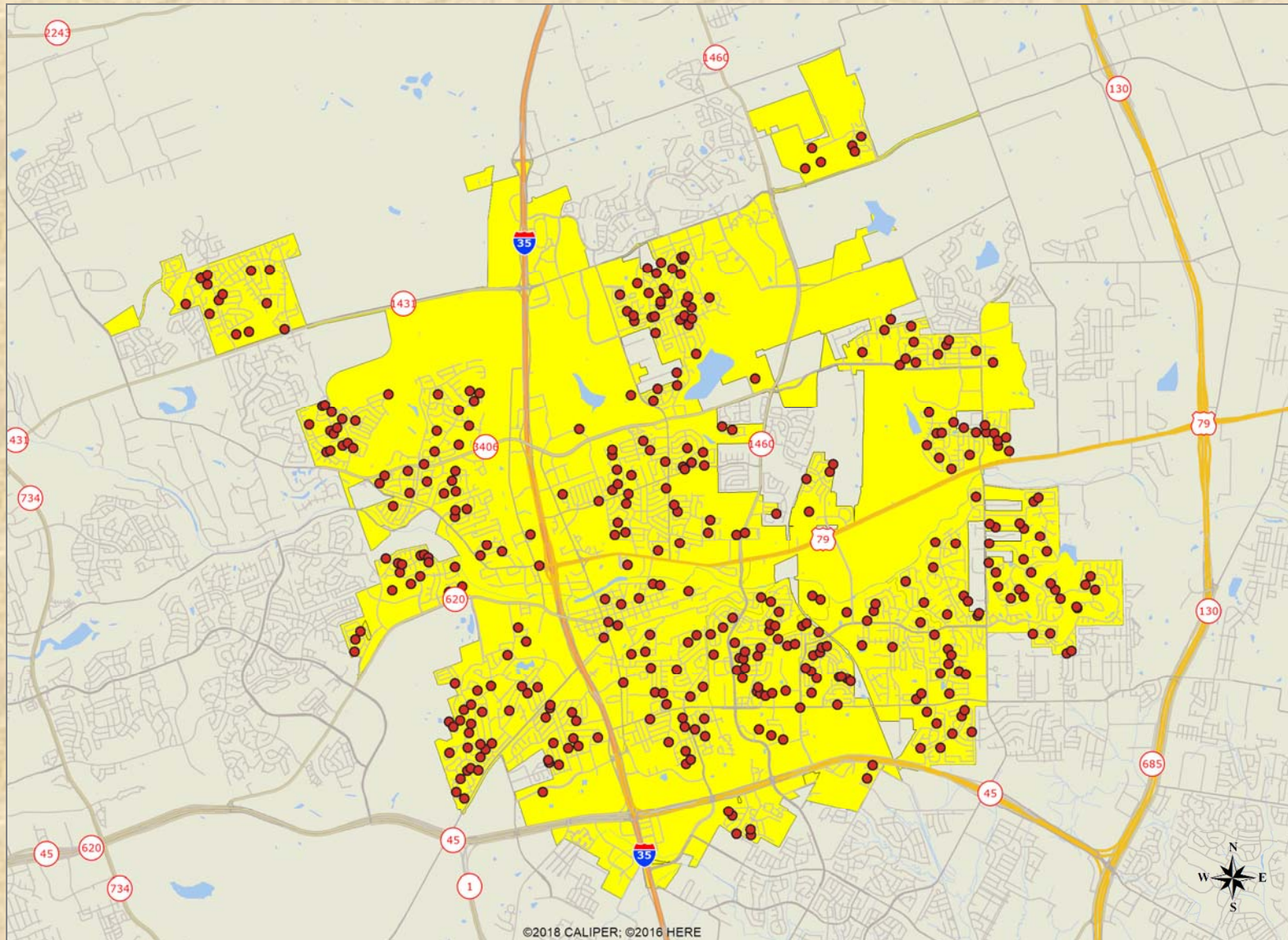
Interpreting the Maps

The maps on the following pages show the mean ratings for several questions on the survey by Census Block Group. If all areas on a map are the same color, then residents generally feel the same about that issue regardless of the location of their home.

When reading the maps, please use the following color scheme as a guide:

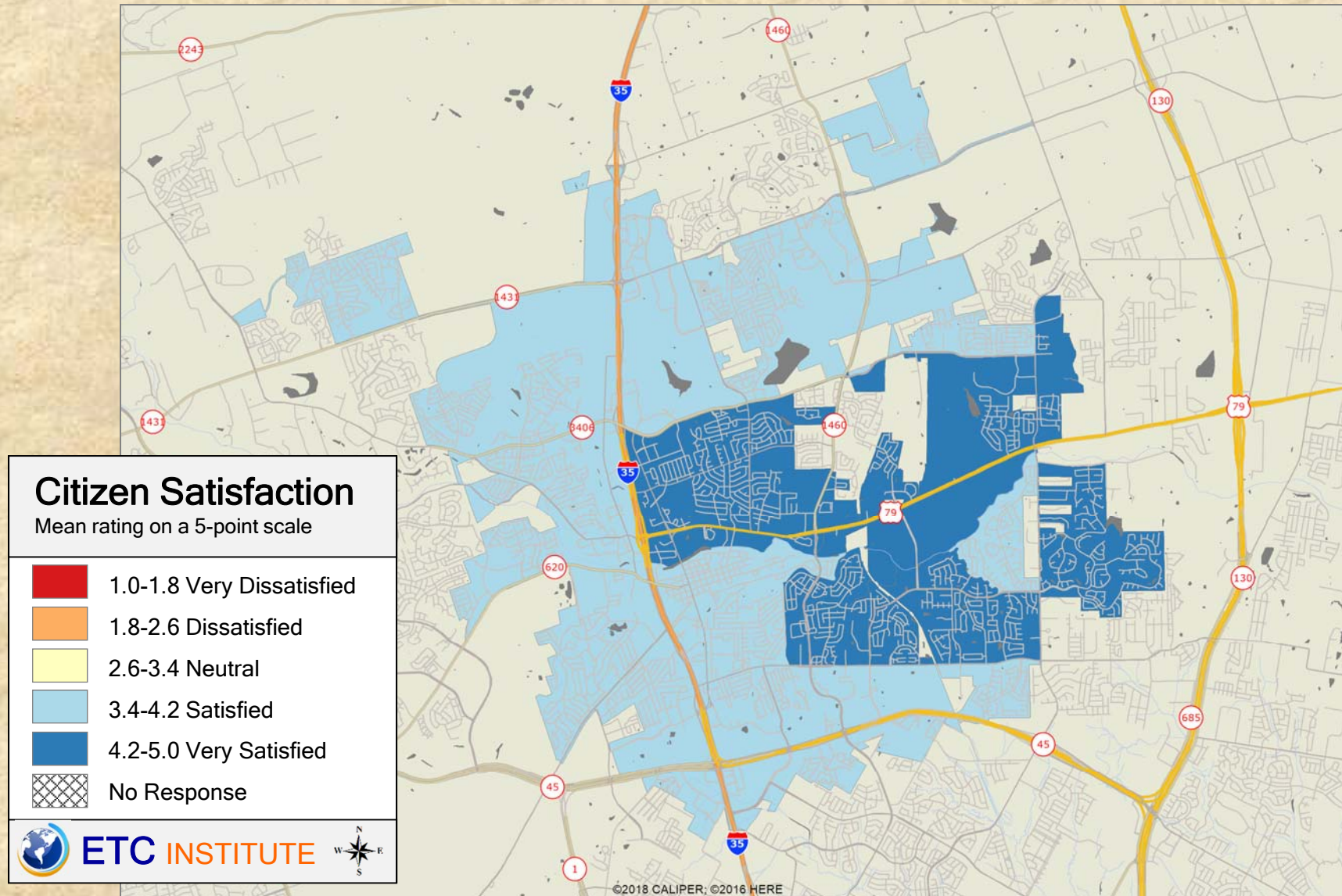
- **DARK/LIGHT BLUE** shades indicate POSITIVE ratings. Shades of blue generally indicate satisfaction with a service, ratings of “excellent” or “good” and ratings of “very safe” or “safe.”
- **OFF-WHITE** shades indicate NEUTRAL ratings. Shades of neutral generally indicate that residents thought the quality of service delivery is adequate.
- **ORANGE/RED** shades indicate NEGATIVE ratings. Shades of orange/red generally indicate dissatisfaction with a service, ratings of “below average” or “poor” and ratings of “unsafe” or “very unsafe.”

Location of Survey Respondents



2018 City of Round Rock Citizen Survey

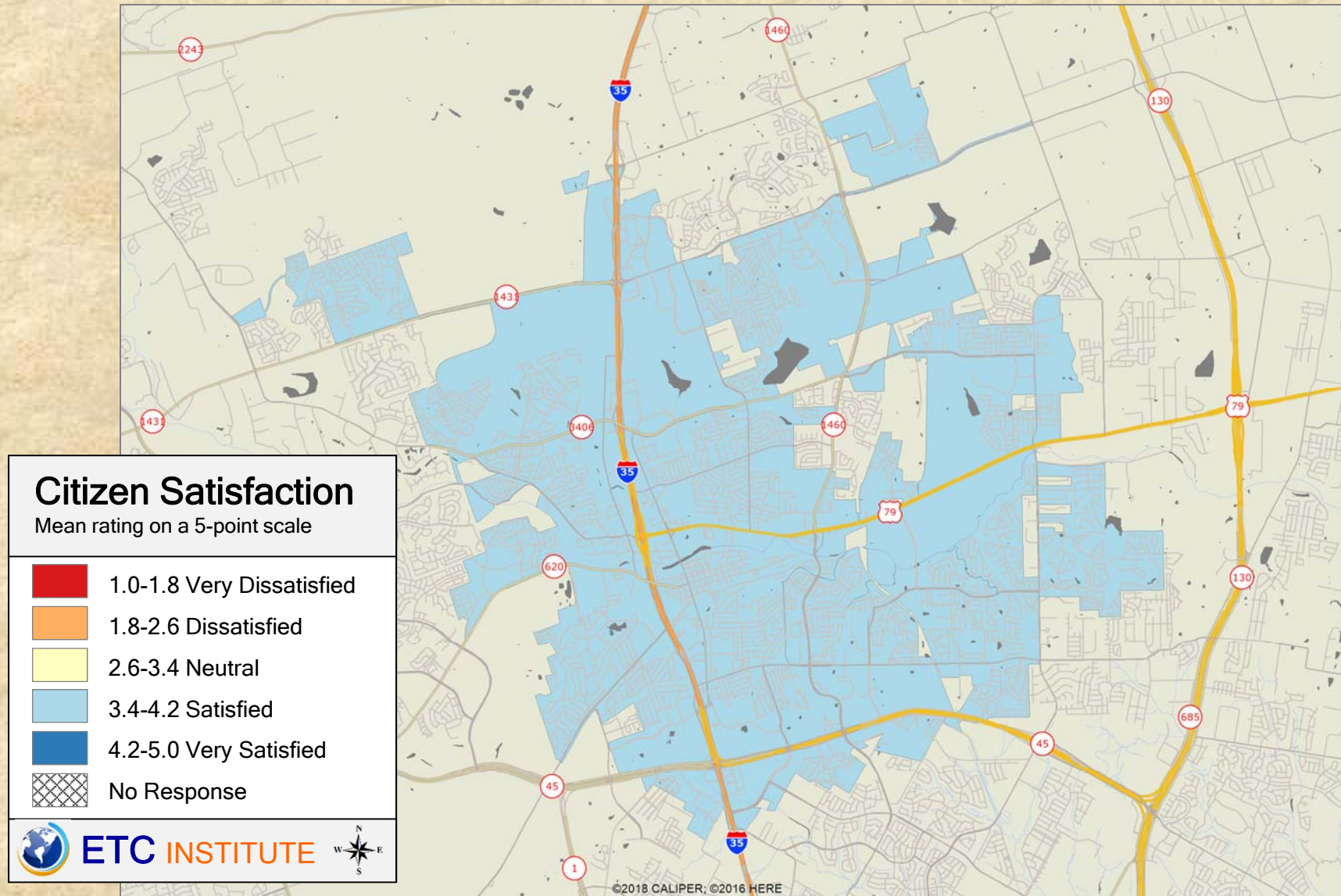
Q1-01 Satisfaction with Parks and Recreation programs



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

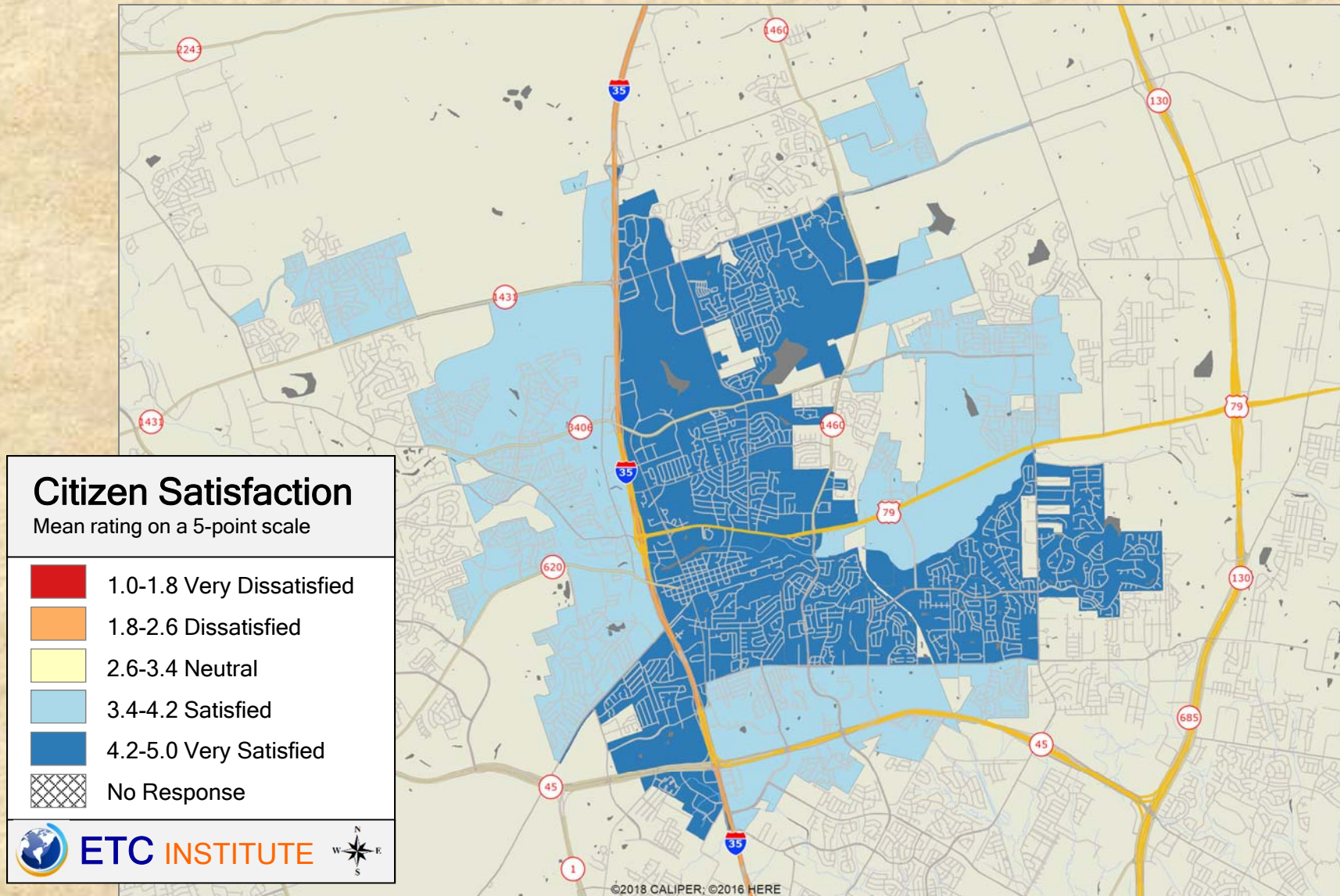
Q1-02 Satisfaction with water and wastewater services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

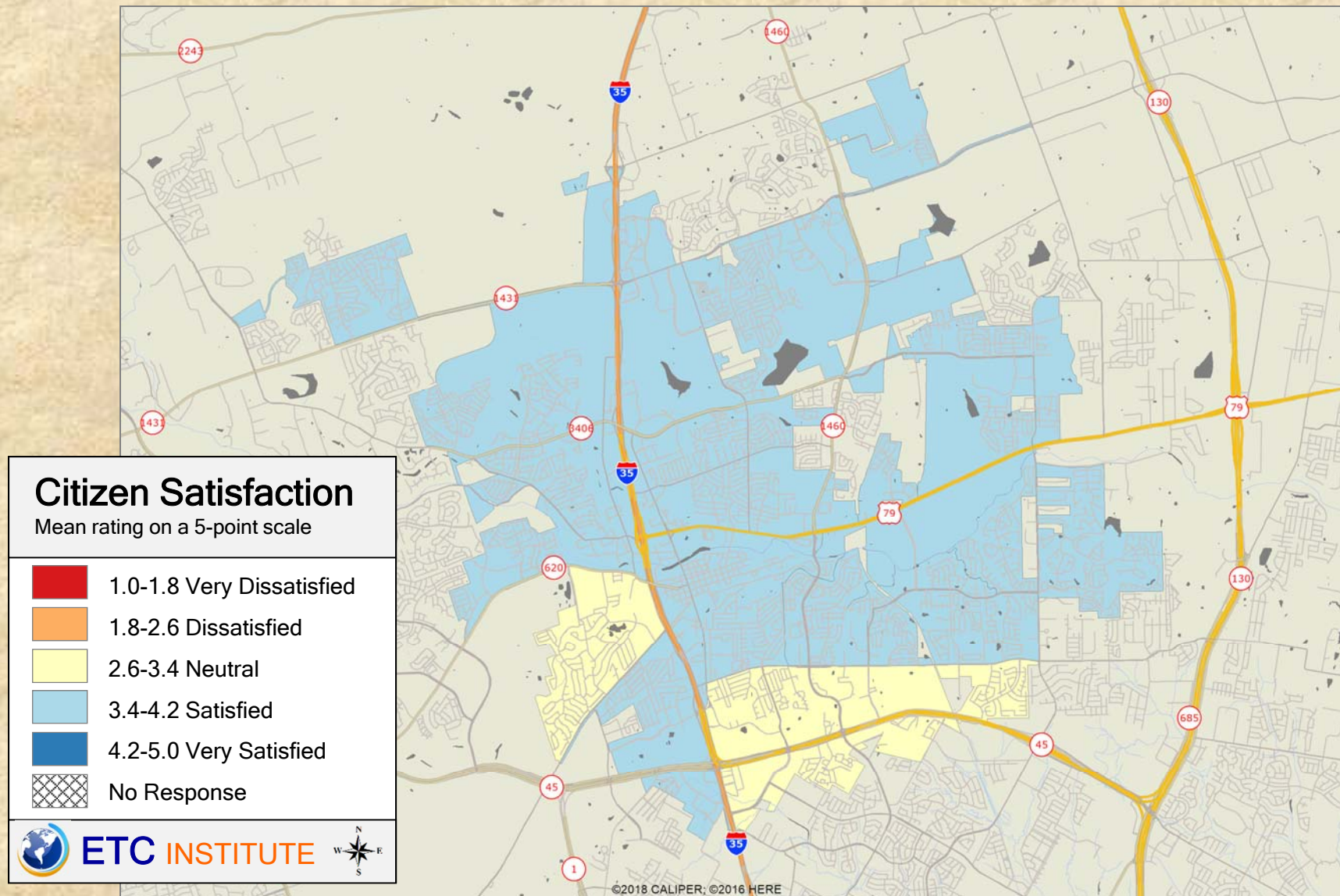
Q1-03 Satisfaction with emergency medical services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

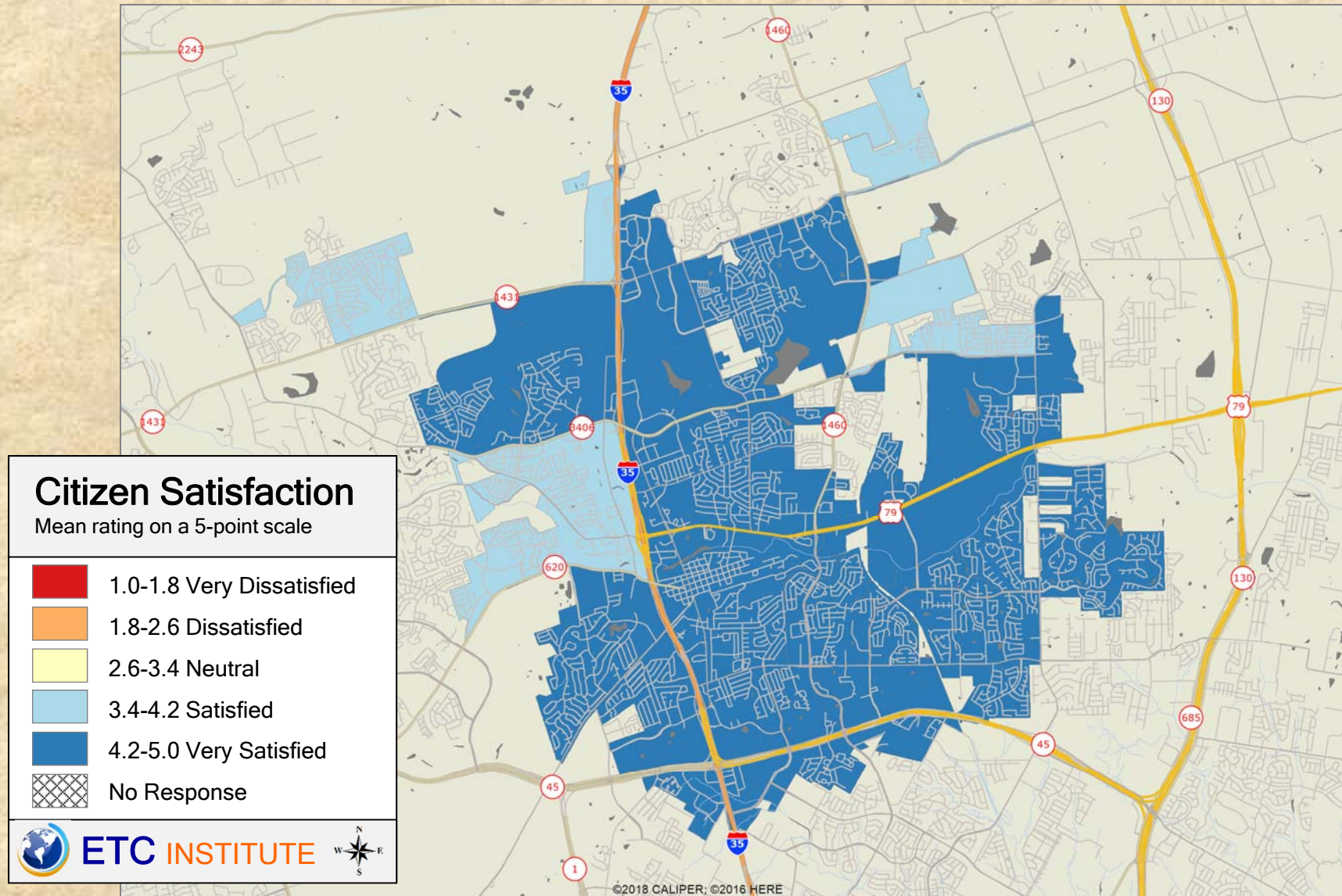
Q1-04 Satisfaction with enforcement of city codes and ordinances



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

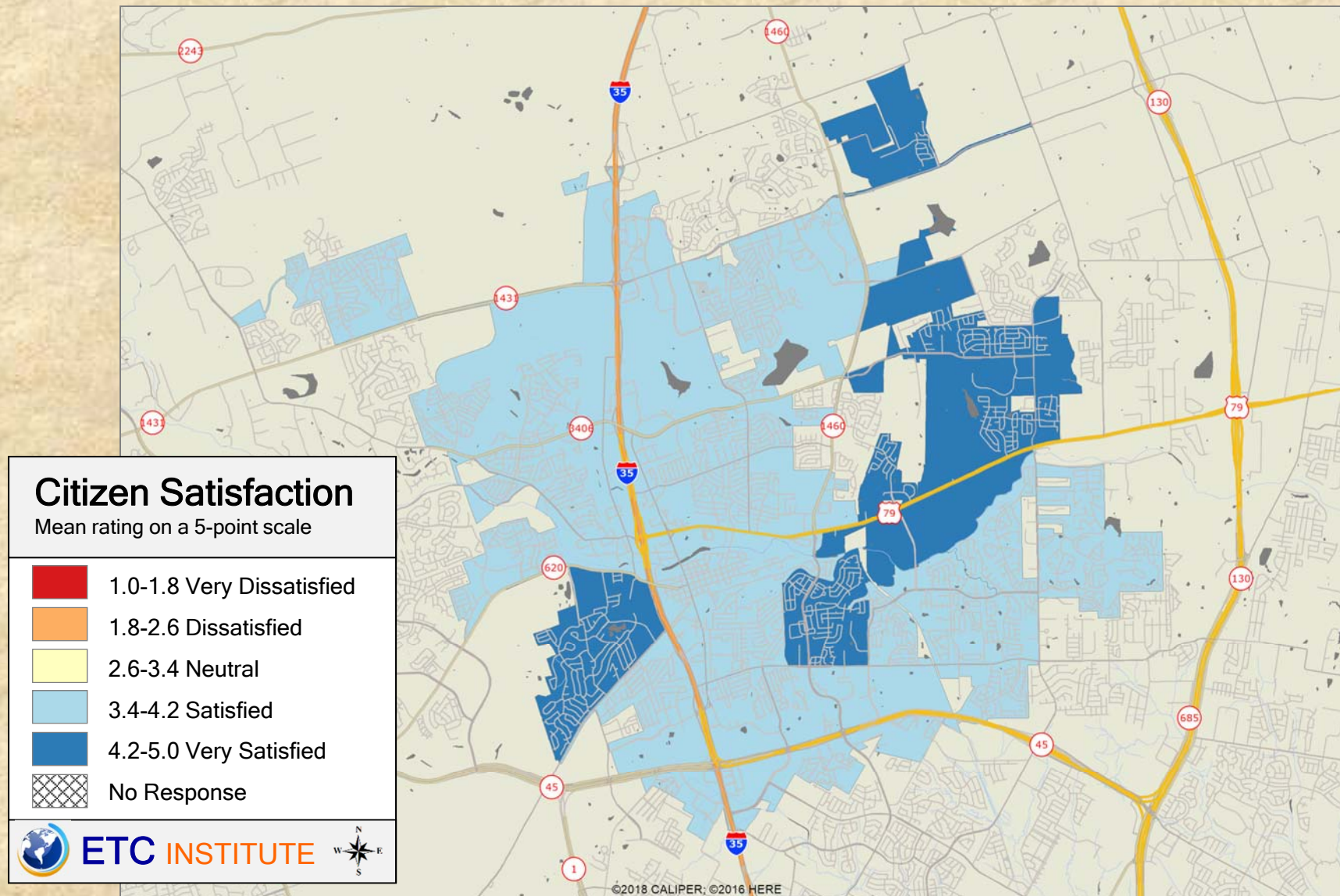
Q1-05 Satisfaction with fire services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

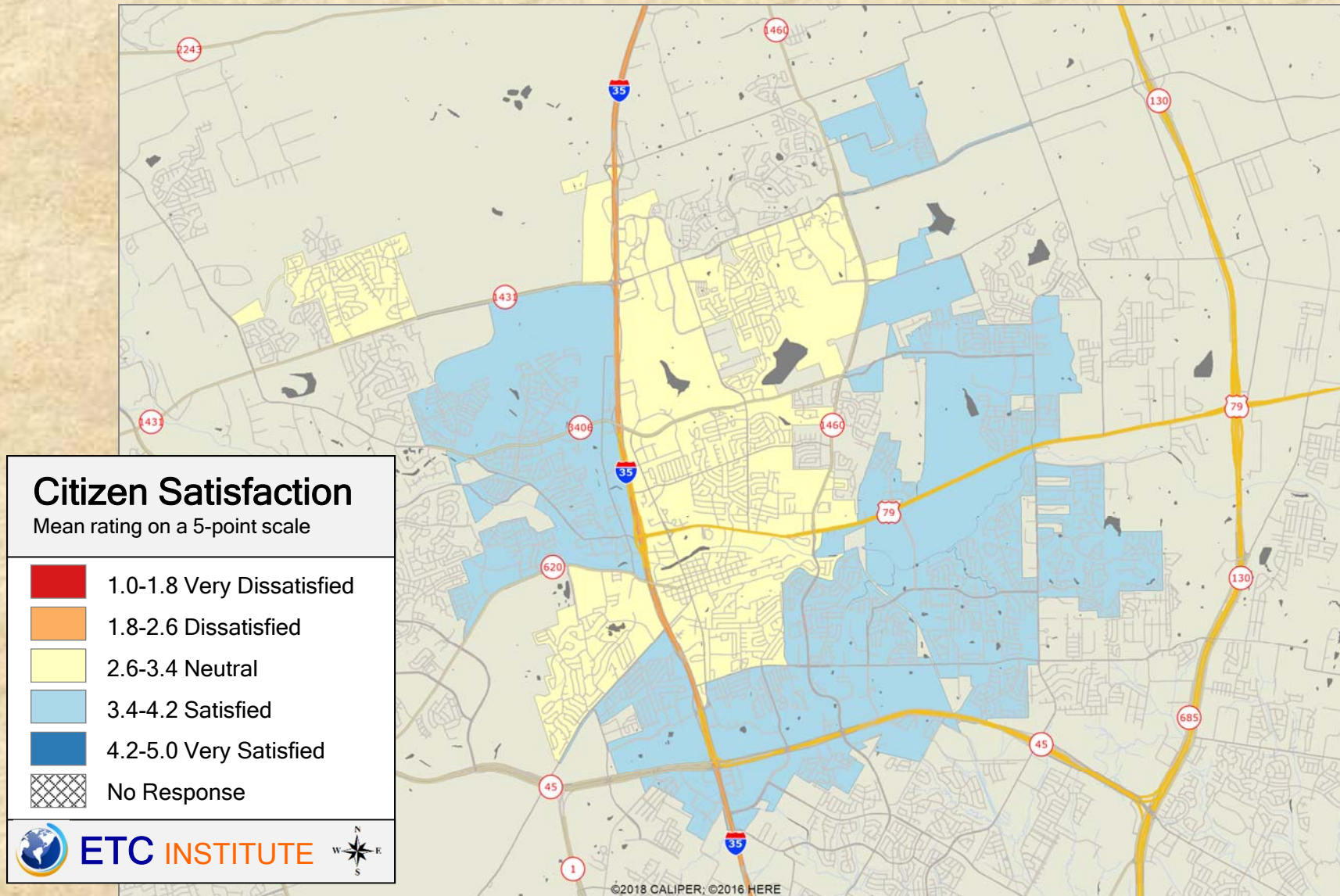
Q1-06 Satisfaction with library services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

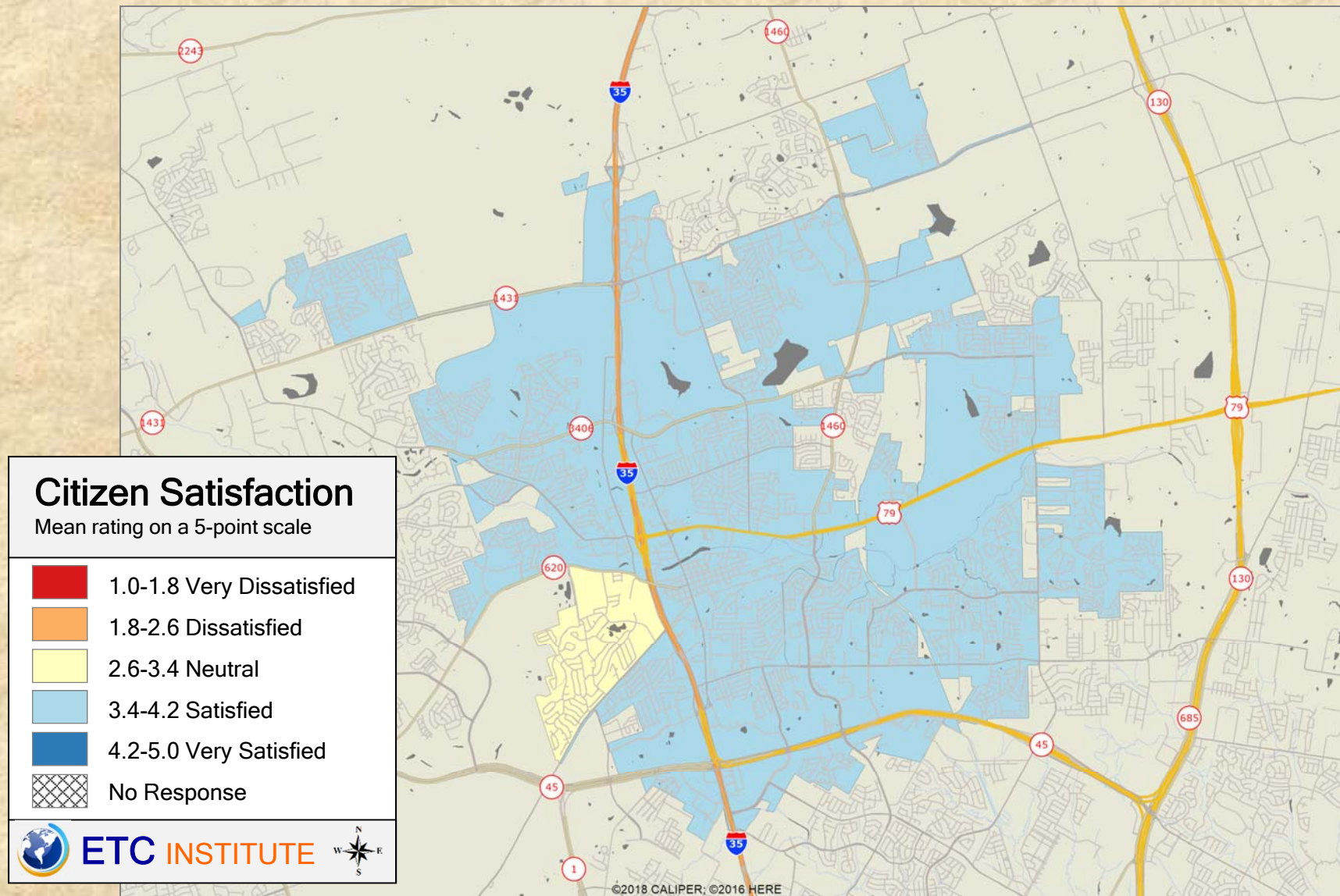
Q1-07 Satisfaction with maintenance of city streets and sidewalks



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

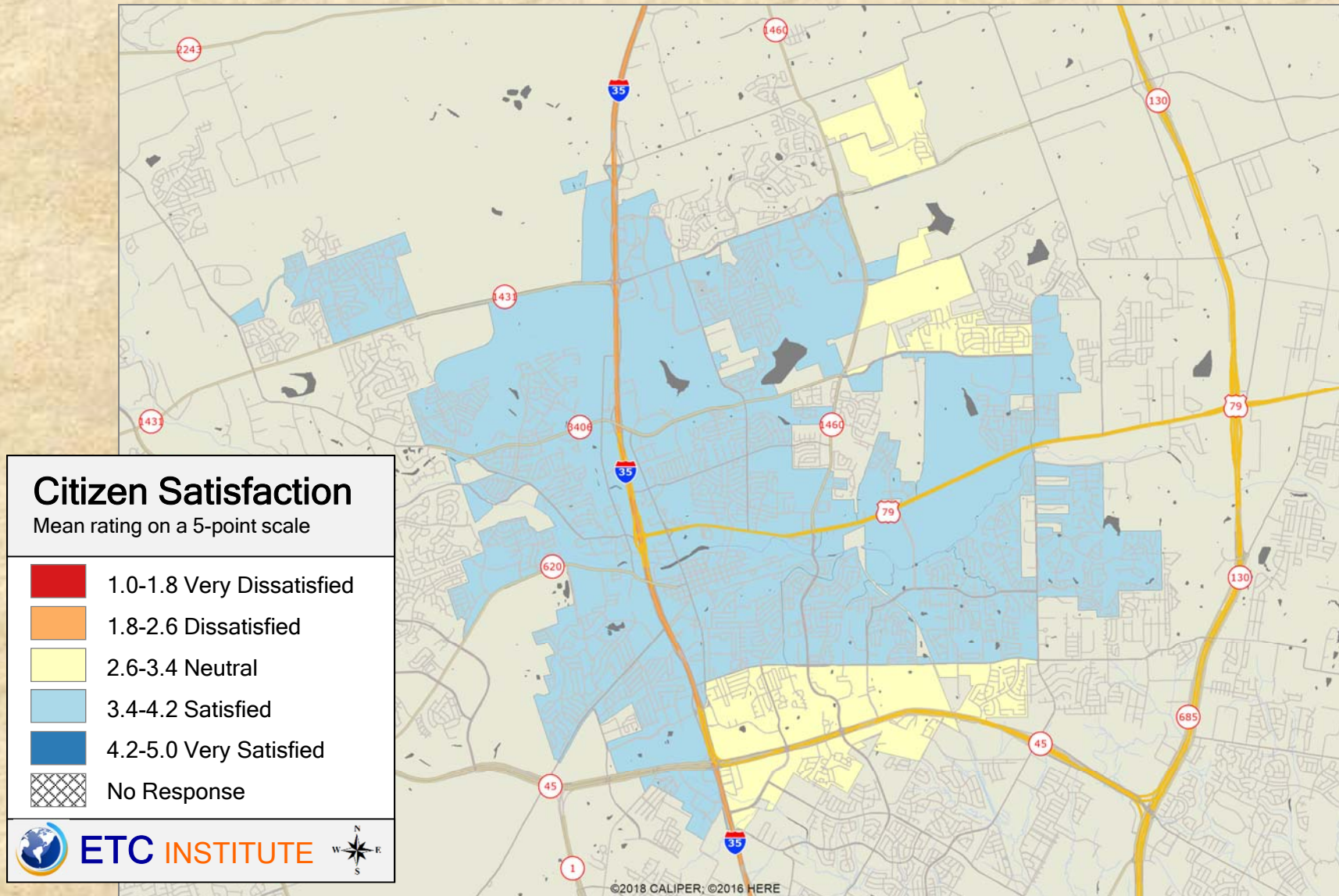
Q1-08 Satisfaction with management of storm water runoff and flood prevention



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

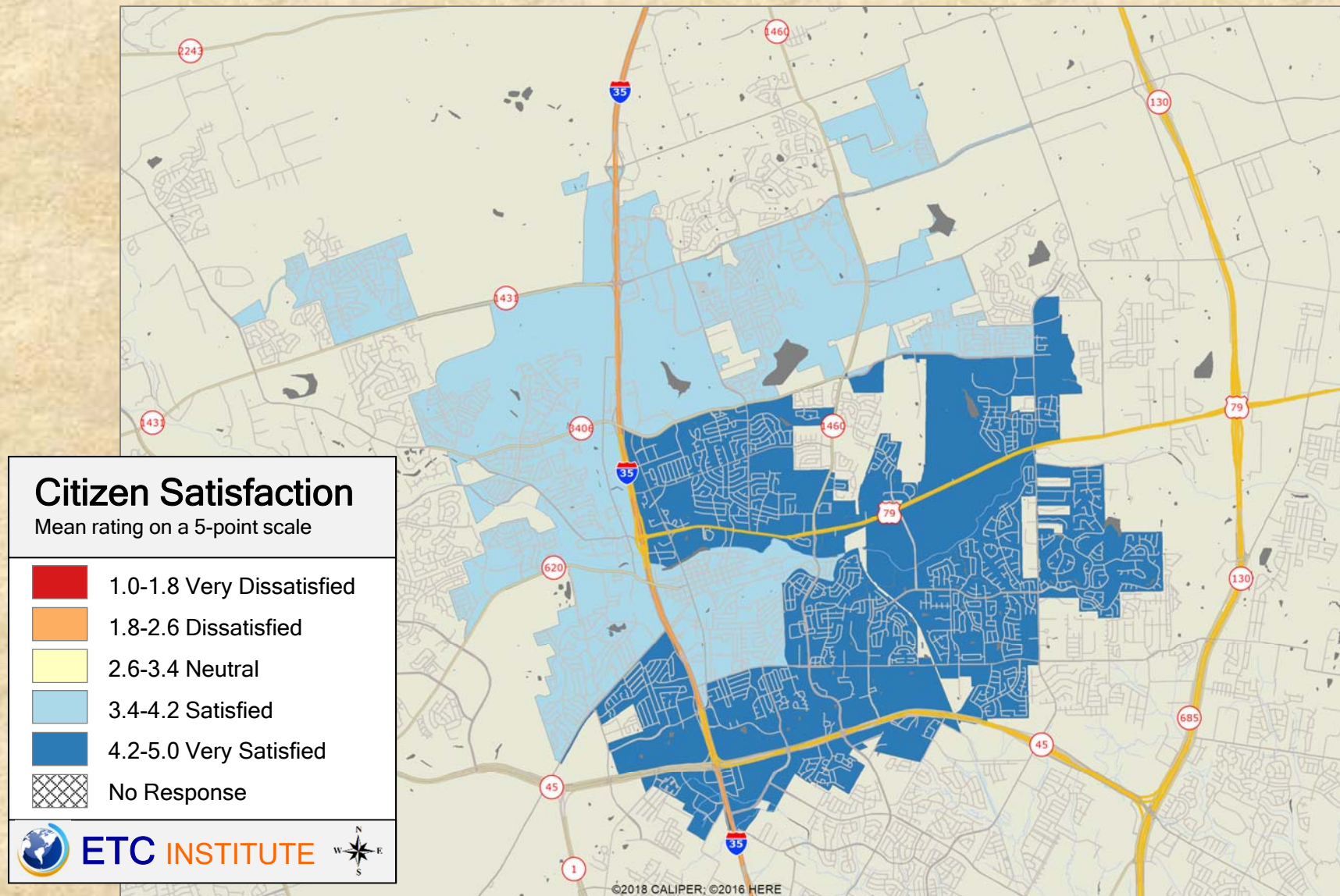
Q1-09 Satisfaction with municipal court services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

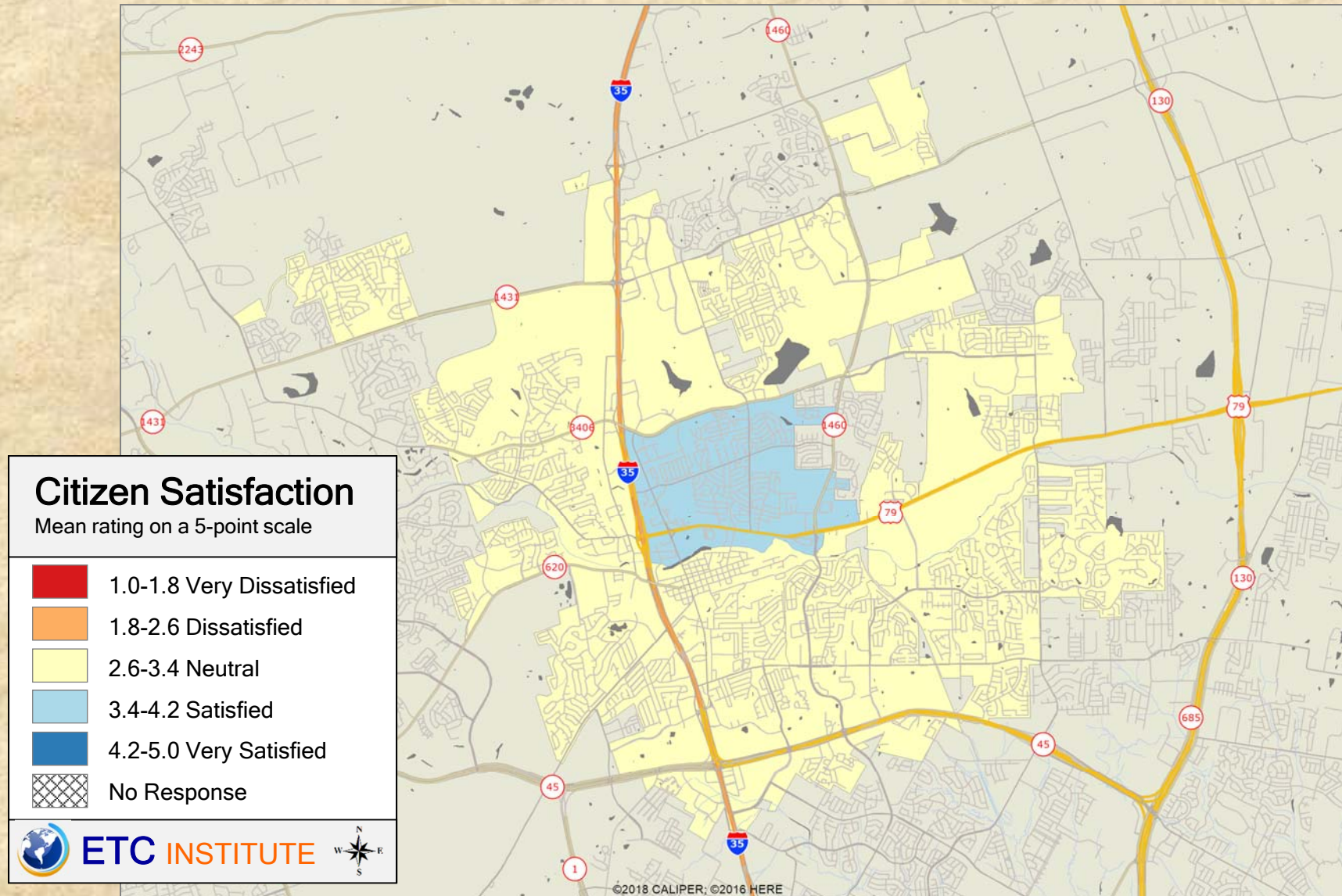
Q1-10 Satisfaction with police services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

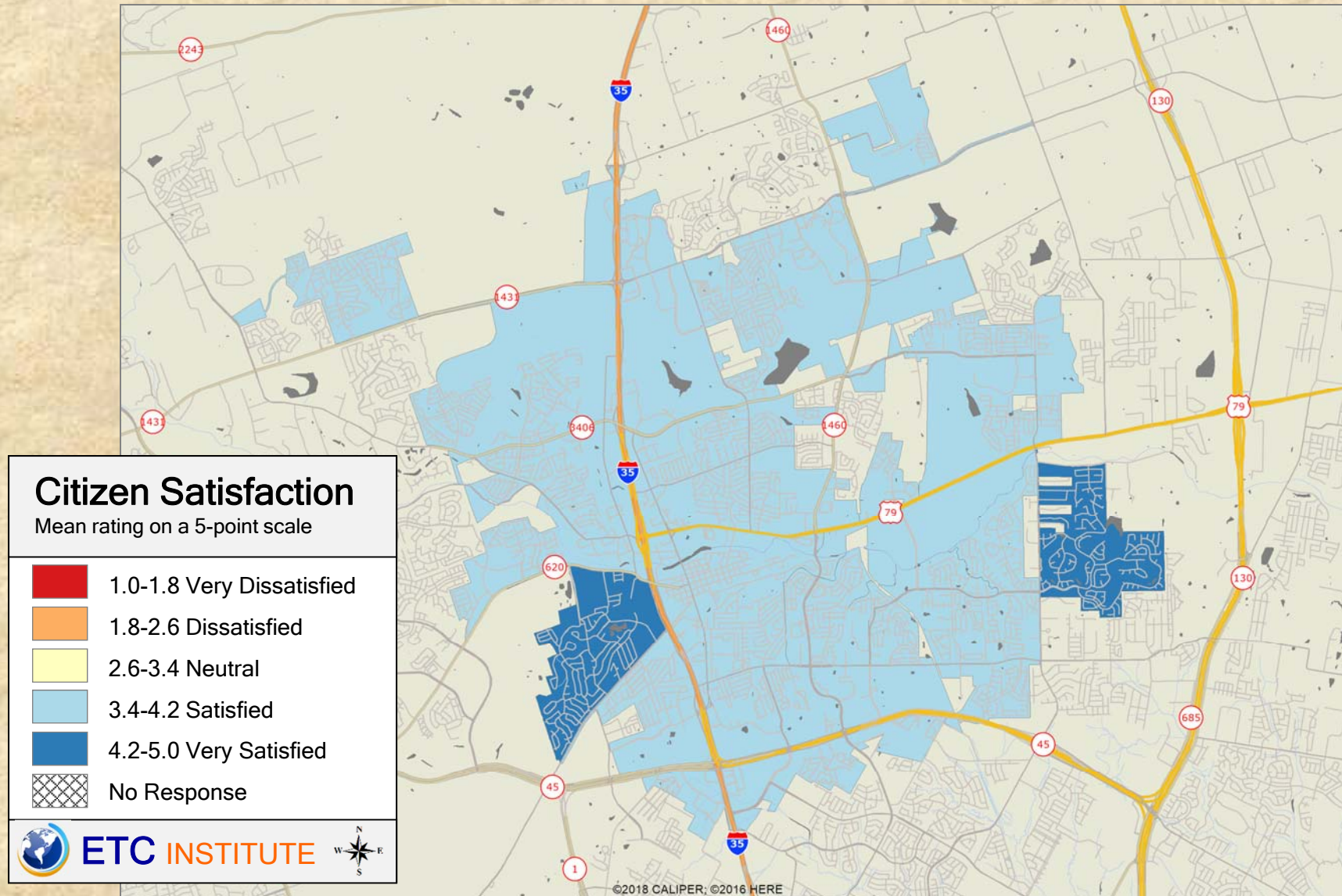
Q1-11 Satisfaction with transportation planning in the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

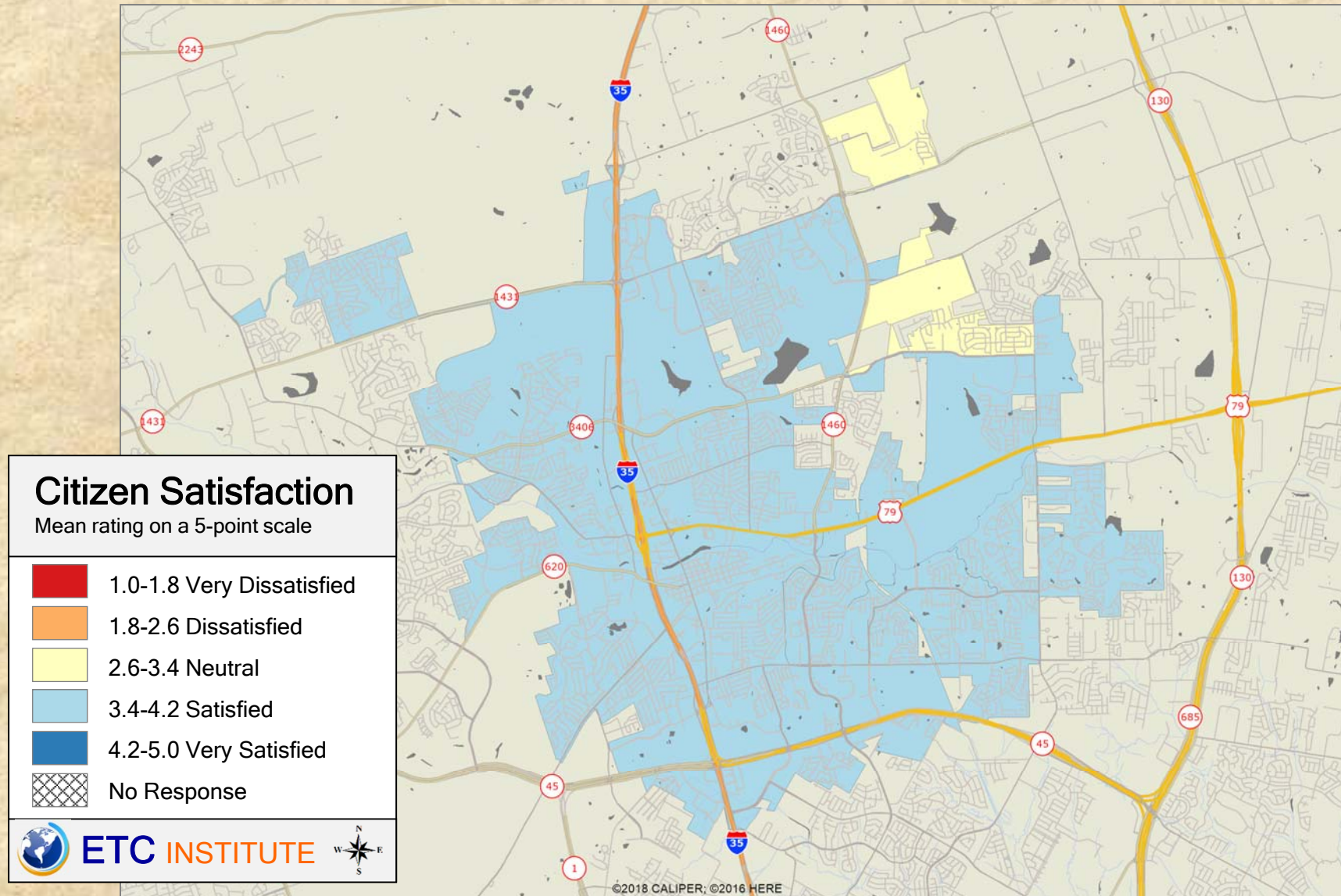
Q1-12 Satisfaction with trash, recycling, and yard waste collection services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

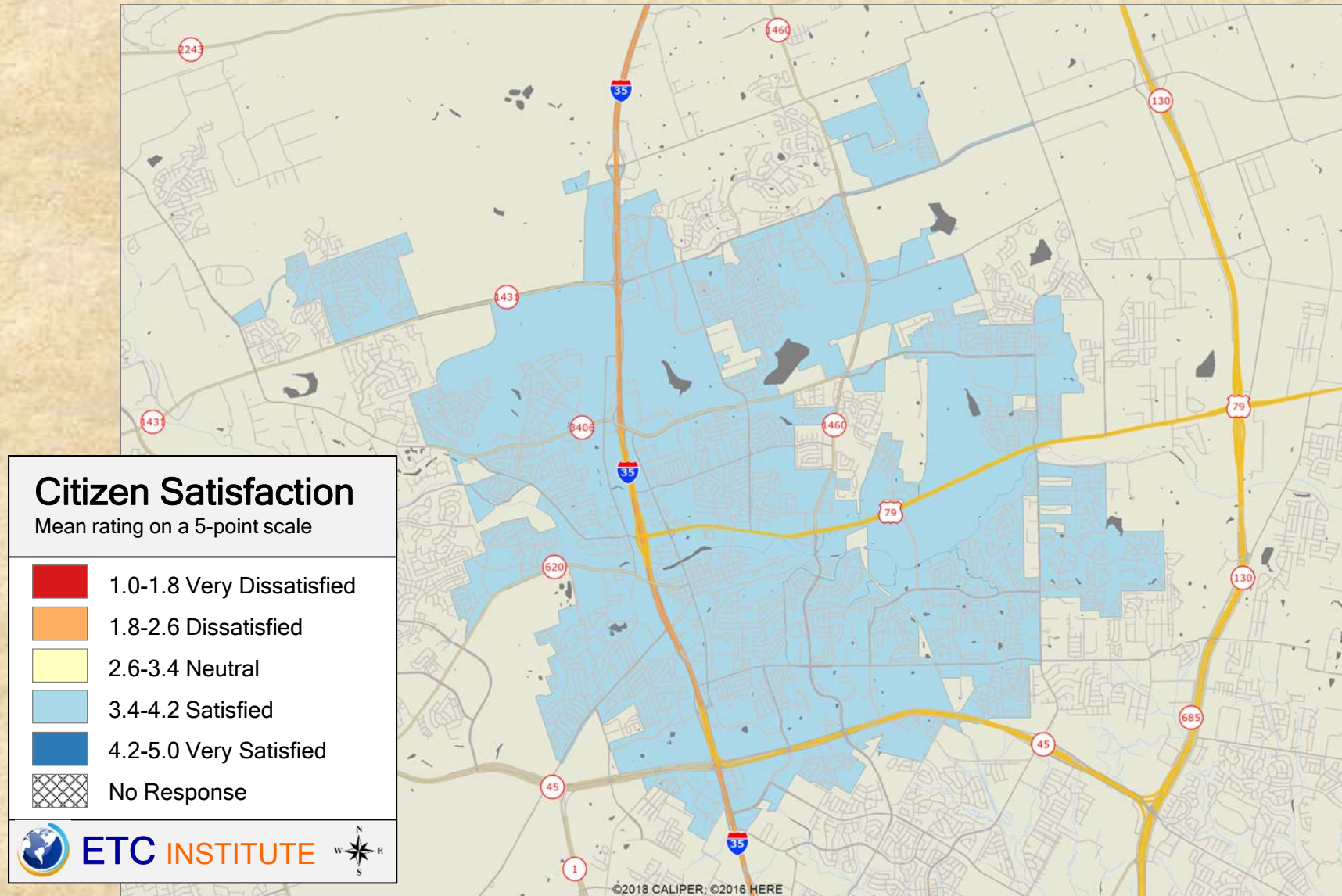
Q1-13 Satisfaction with City communication with the public



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

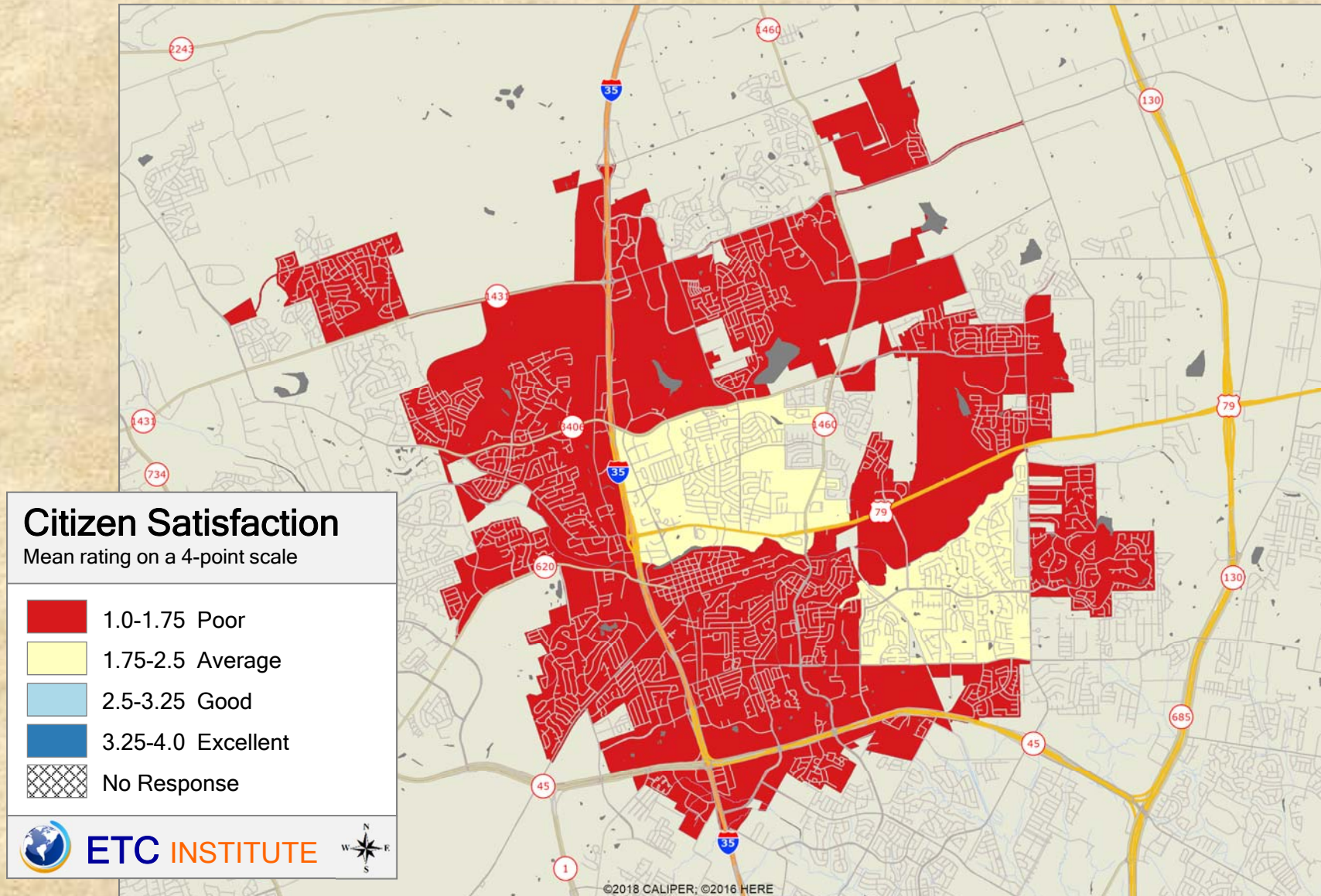
Q1-14 Satisfaction with customer service provided by city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

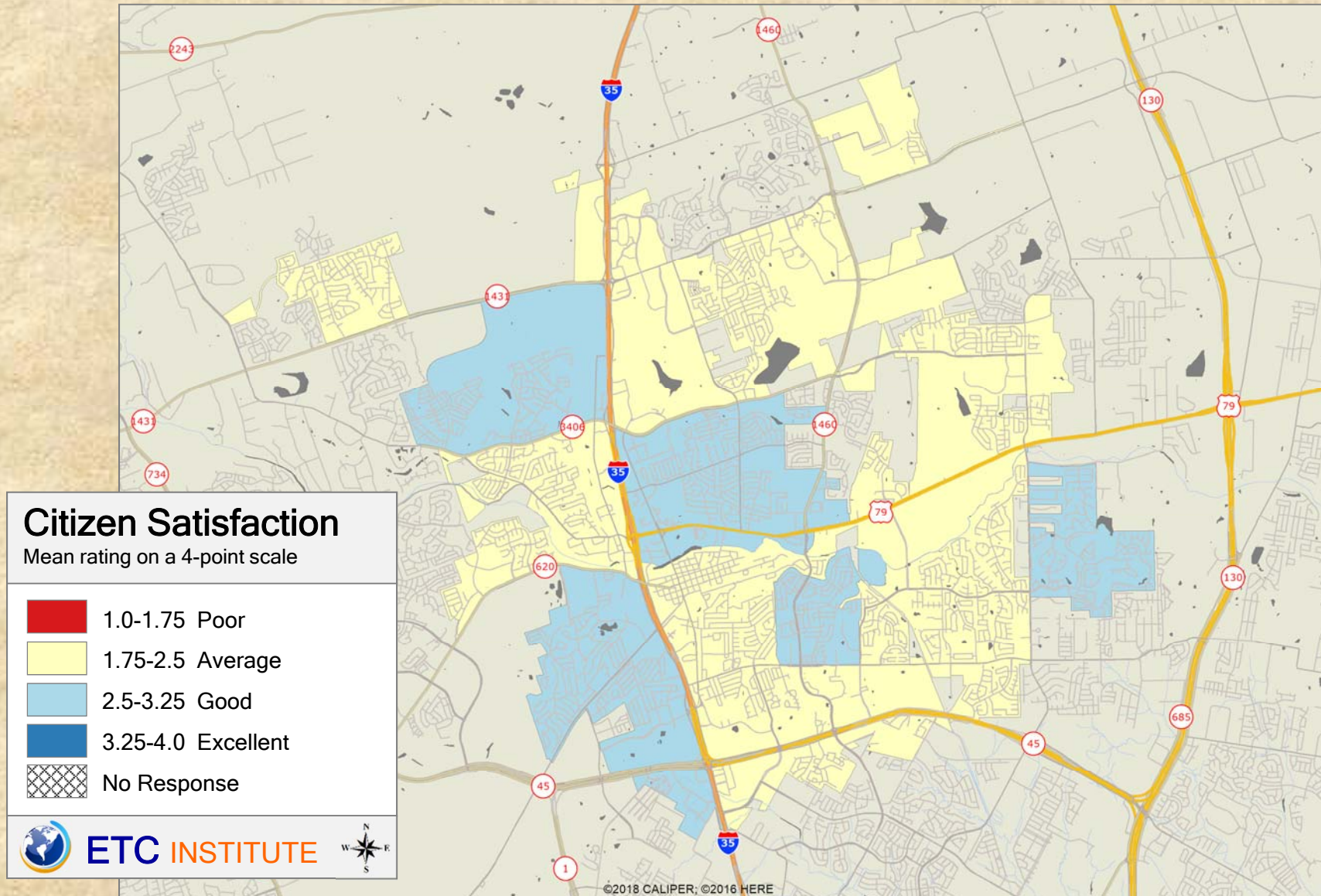
Q3-01 Ratings of traffic flow on state roads and highways in Round Rock



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

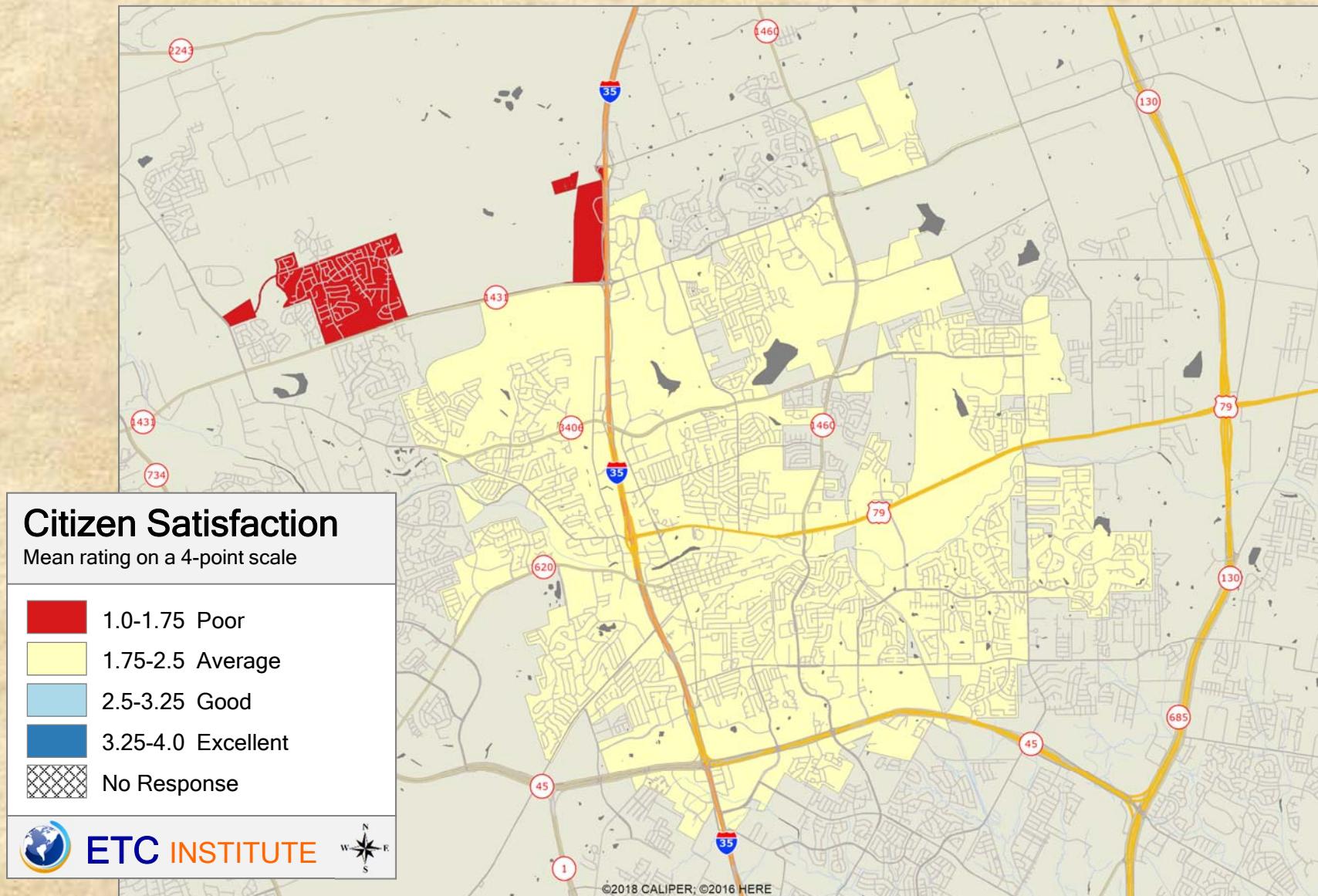
Q3-02 Ratings of traffic flow in and around neighborhoods



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

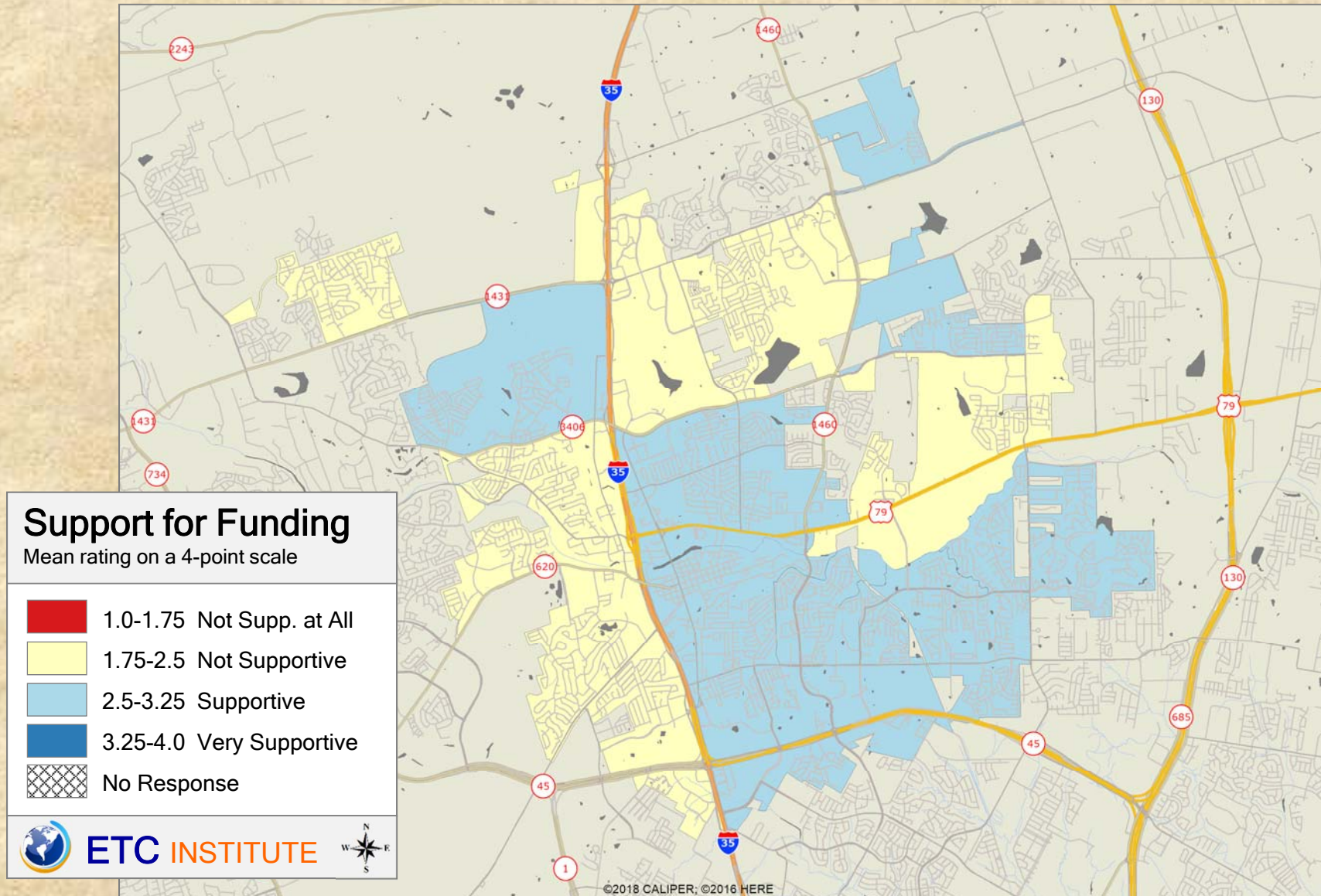
Q3-03 Satisfaction with the job the City of Round Rock is doing managing traffic



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

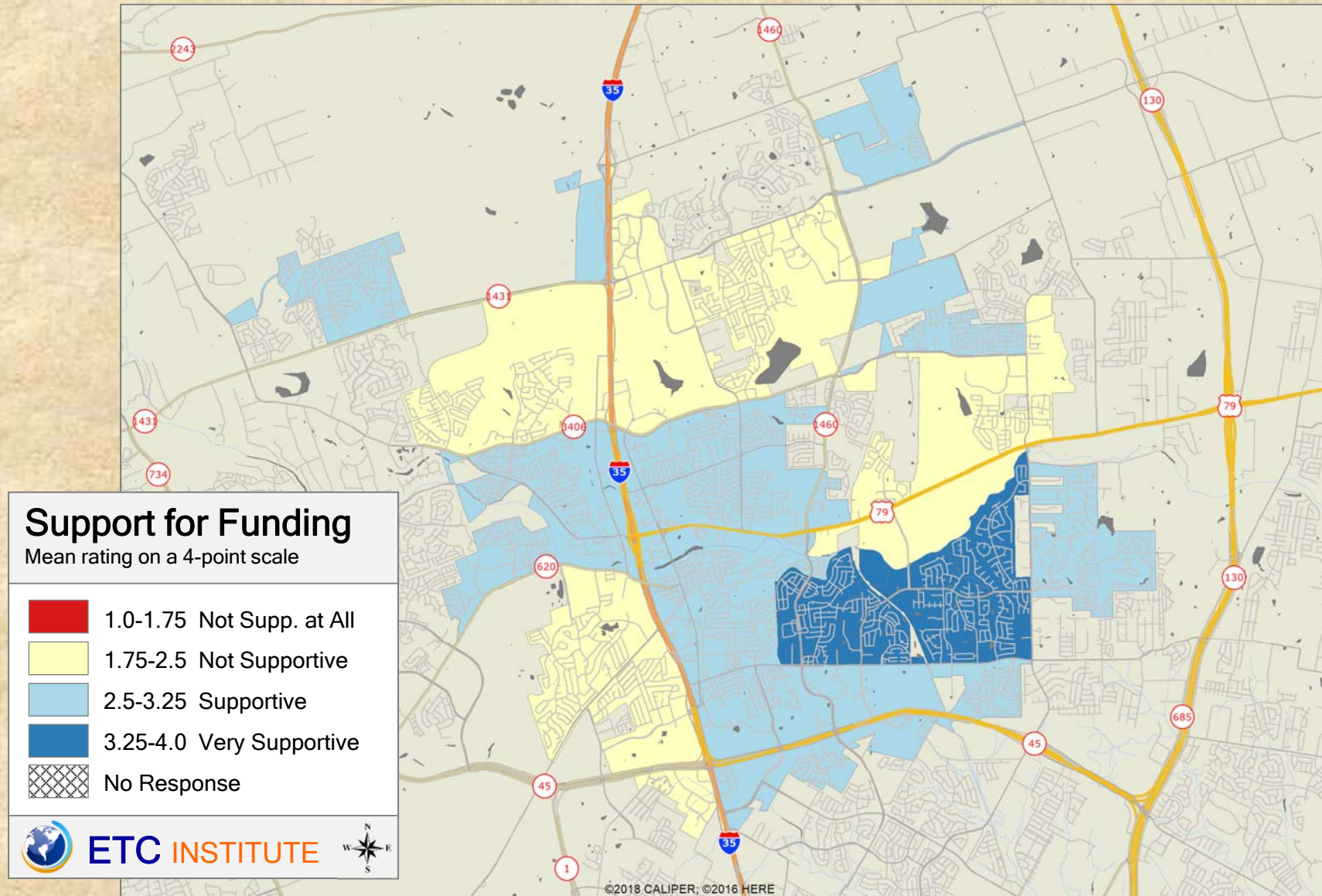
Q5-01 Support for using funds for Kenney Fort Blvd extension from Old Settlers to SH45



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

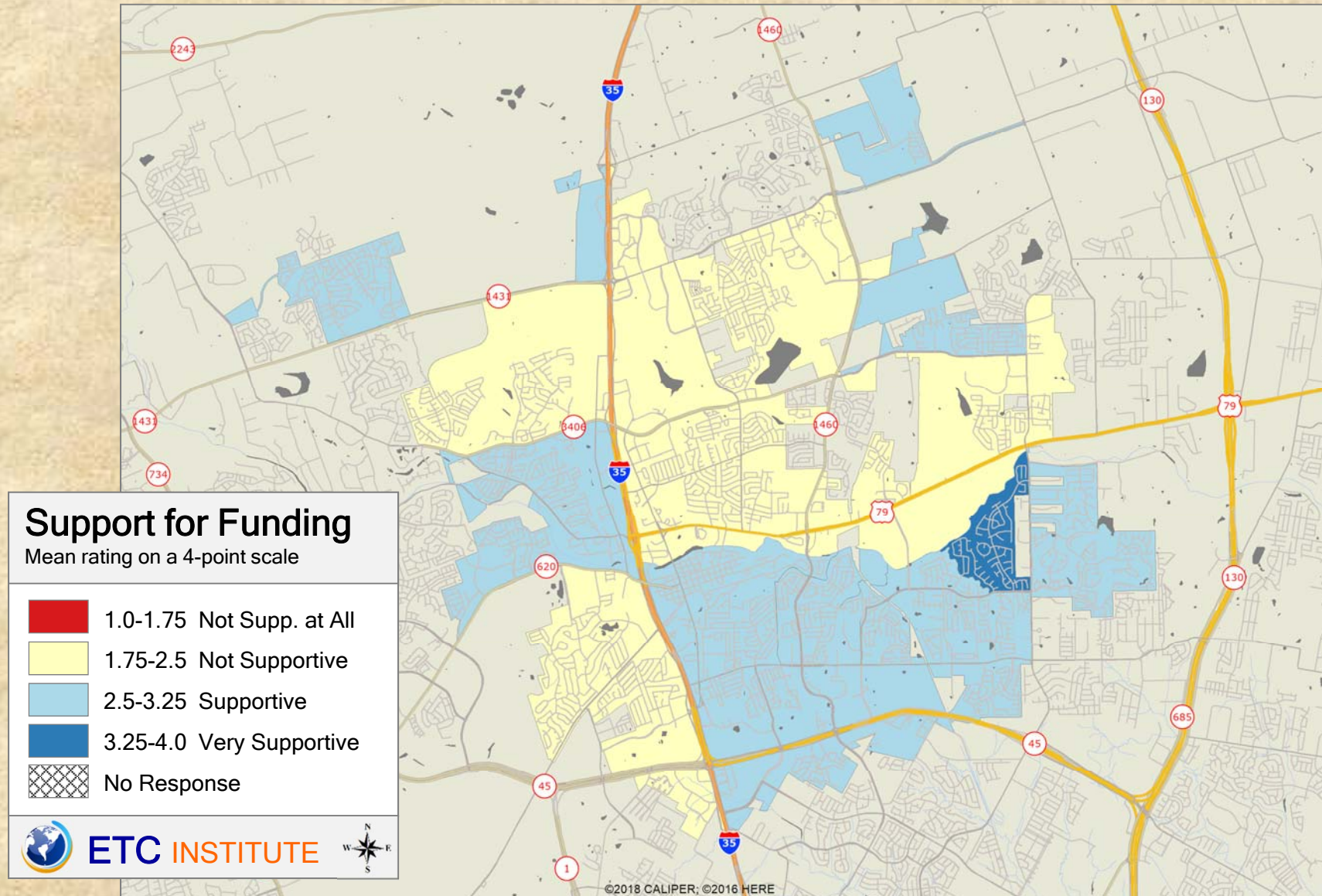
Q5-02 Support for using funds for Gattis School Road widening from AW Grimes to Round Rock Ranch



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

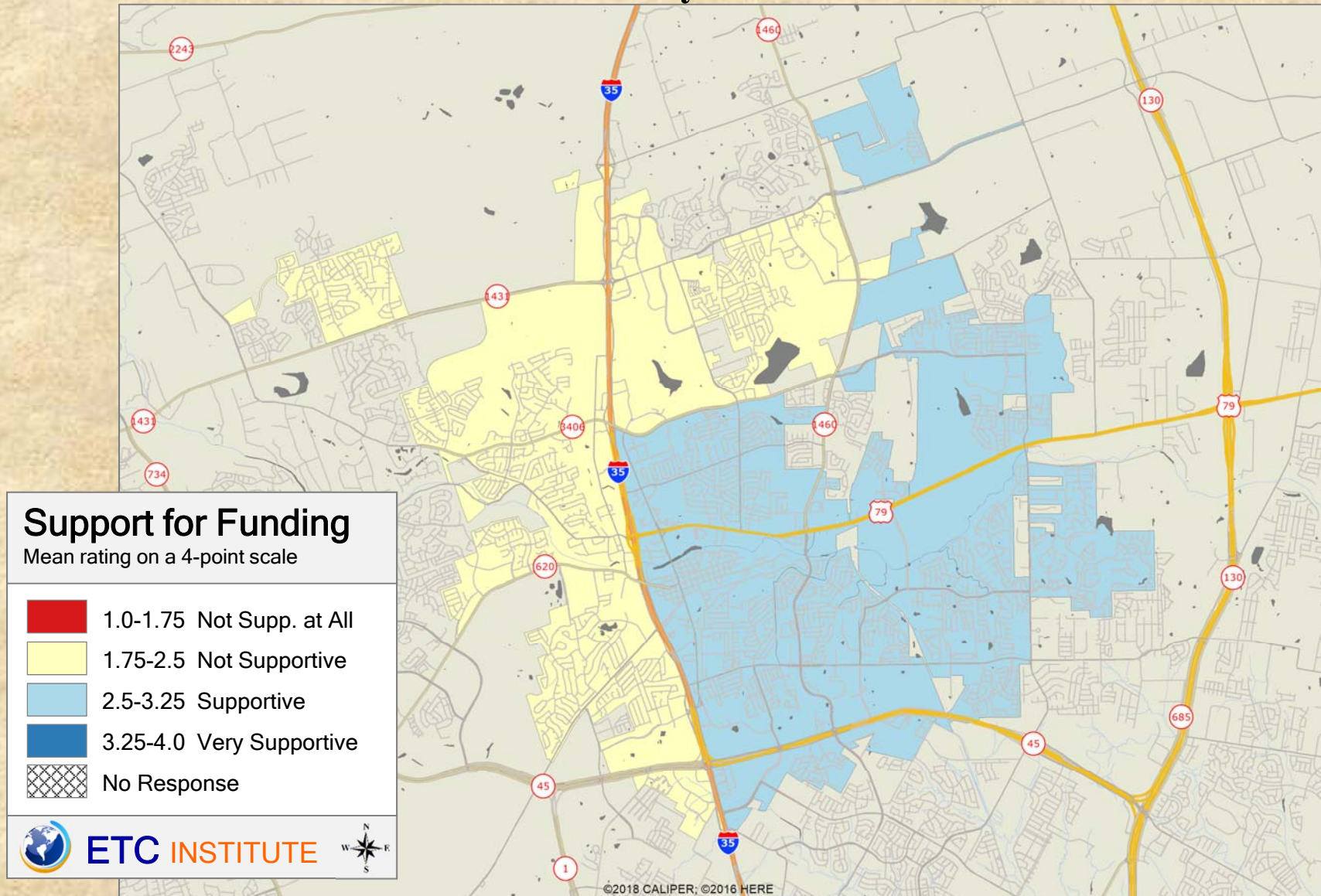
Q5-03 Support for using funds for Gattis School Road widening from Via Sonoma to Red Bud



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

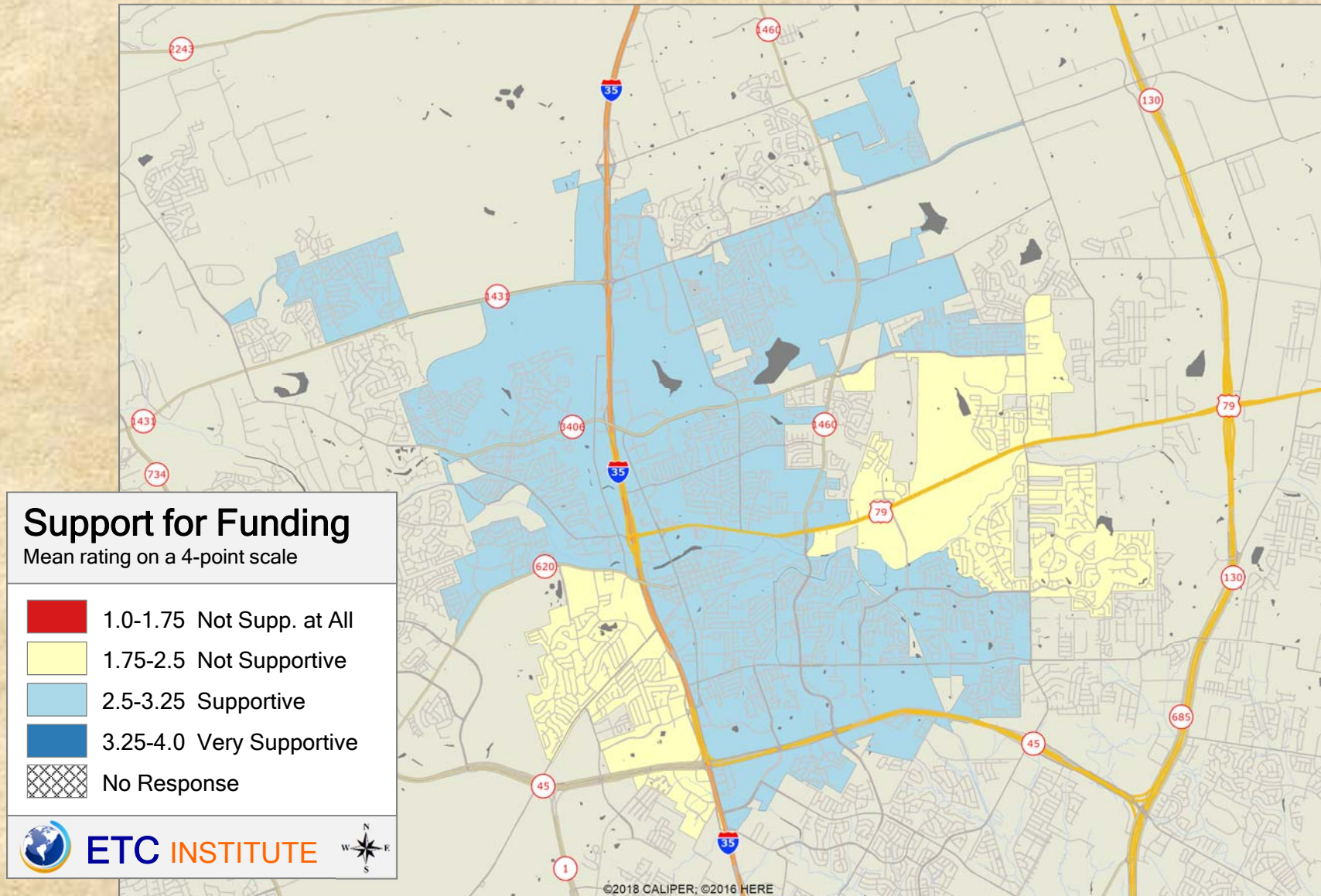
Q5-04 Support for using funds for North Red Bud widening from US 79 to County Road 110



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

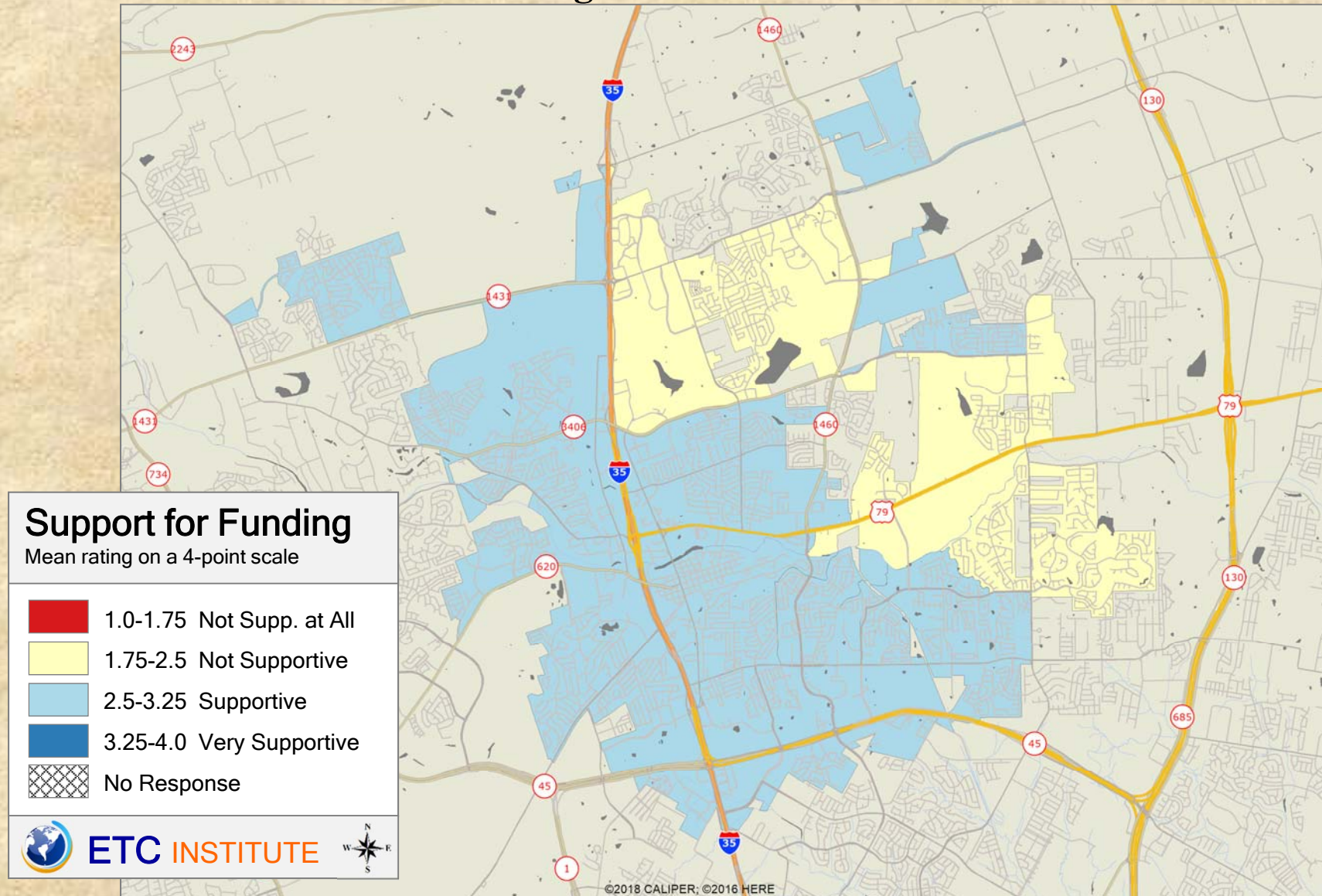
Q5-05 Support for using funds for University Blvd widening from AW Grimes to CR 110



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

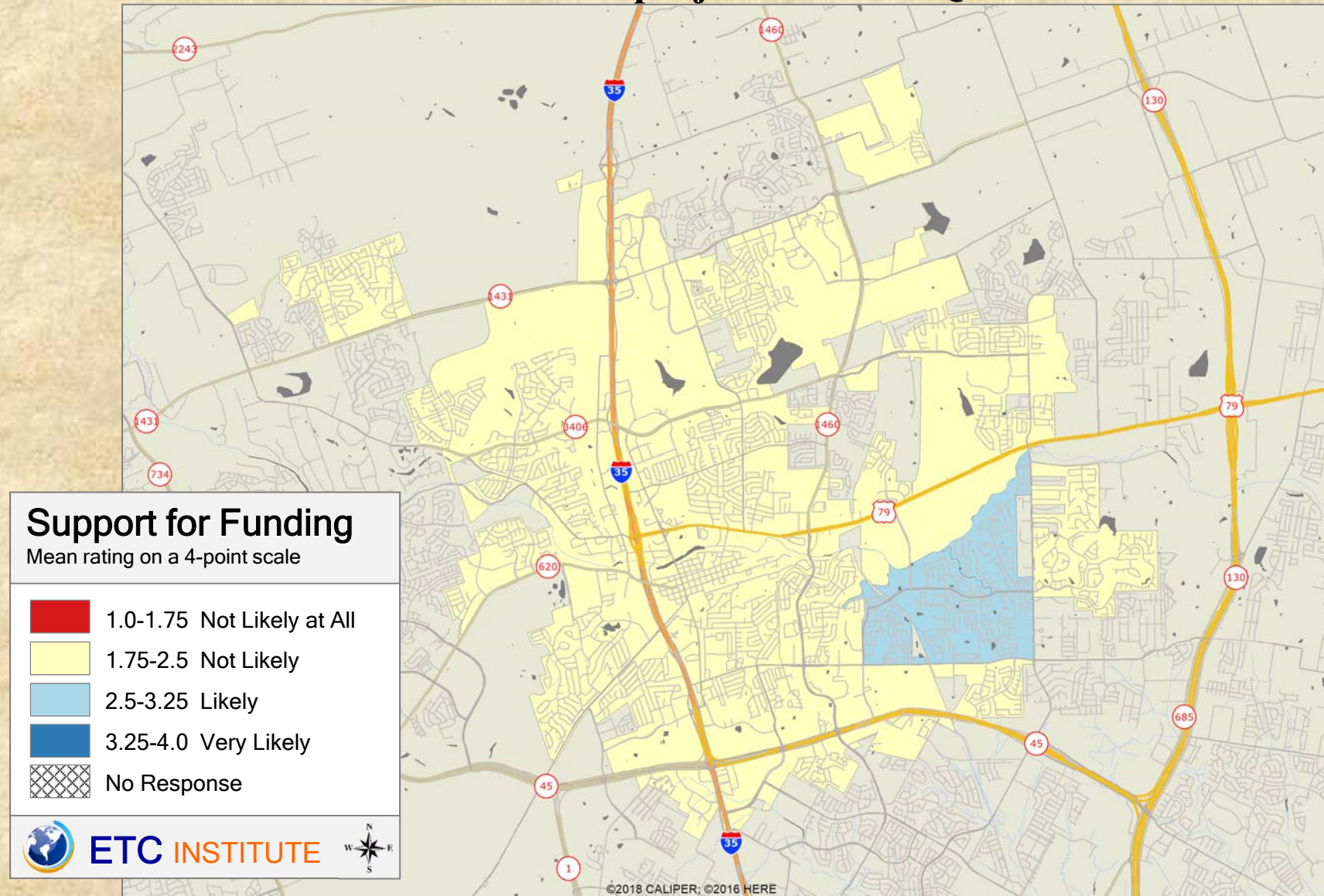
Q5-06 Support for using funds for designing Wyoming Springs Blvd extension from Brightwater to FM 3406



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

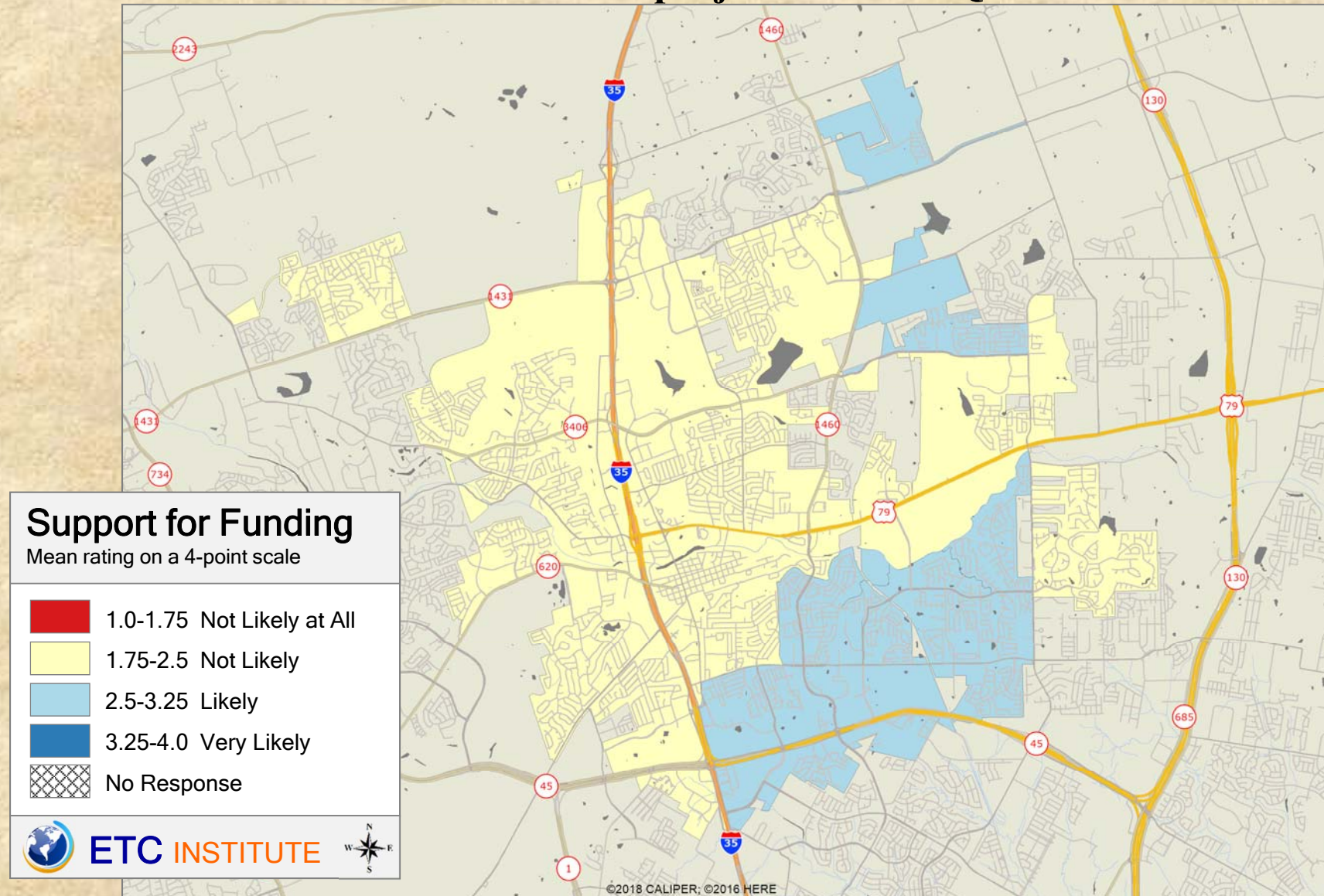
Q7-01 Likelihood of voting in favor of a \$150 million dollar bond issue that would fund ALL of the projects listed in Question 5



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

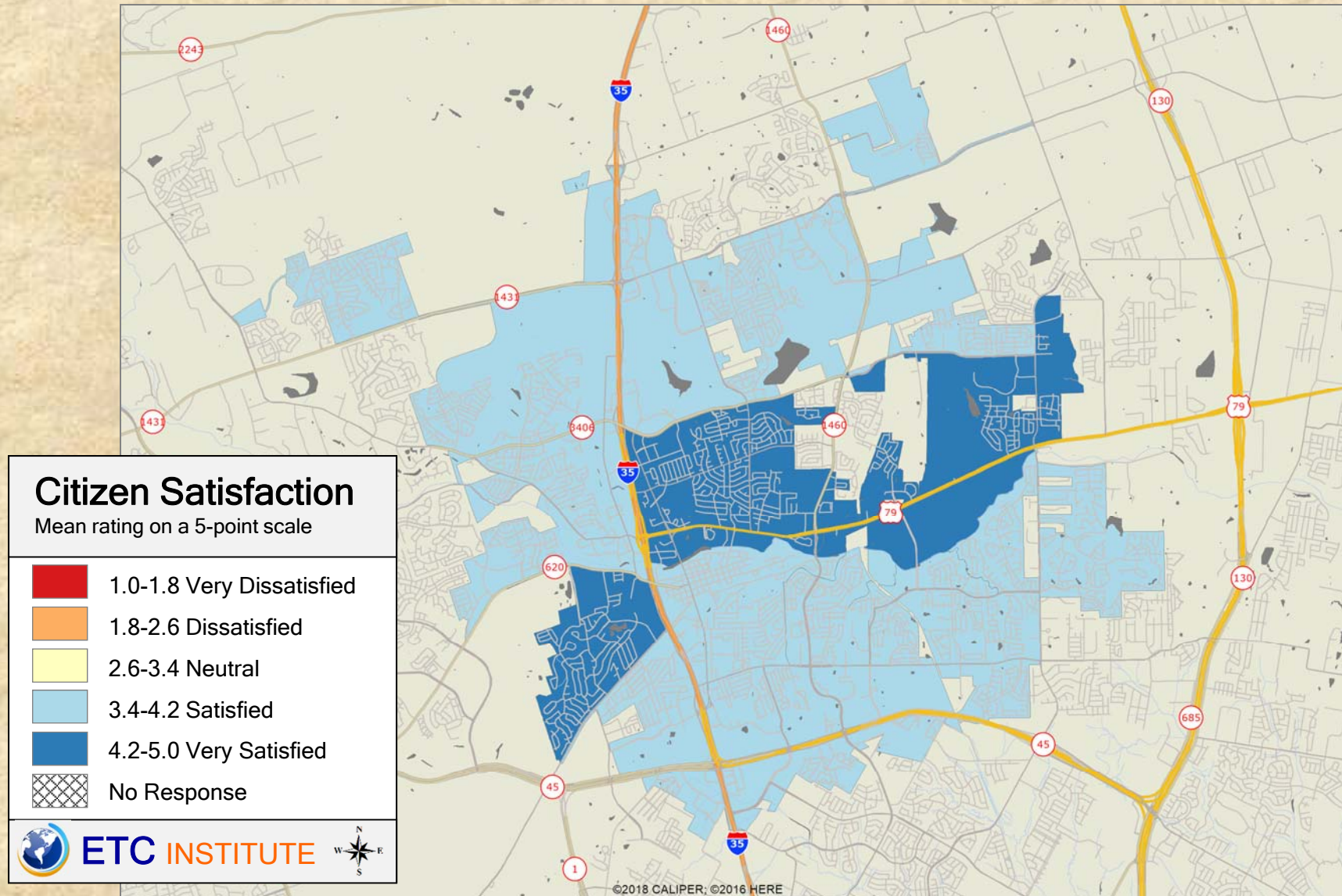
Q7-02 Likelihood of voting in favor of a \$100 million dollar bond issue that would fund SOME of the projects listed in Question 5



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

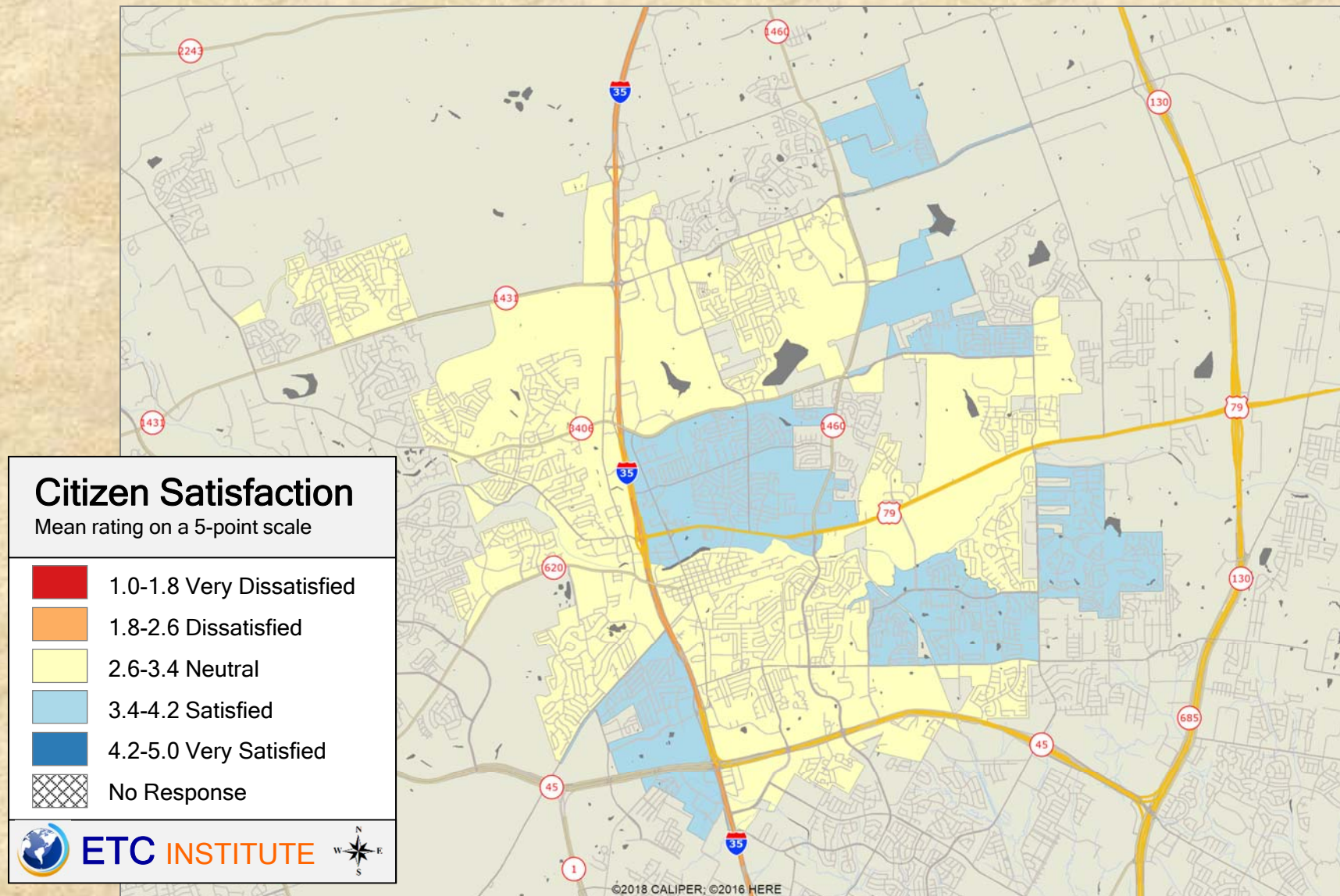
Q8-01 Satisfaction with overall quality of services provided by the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

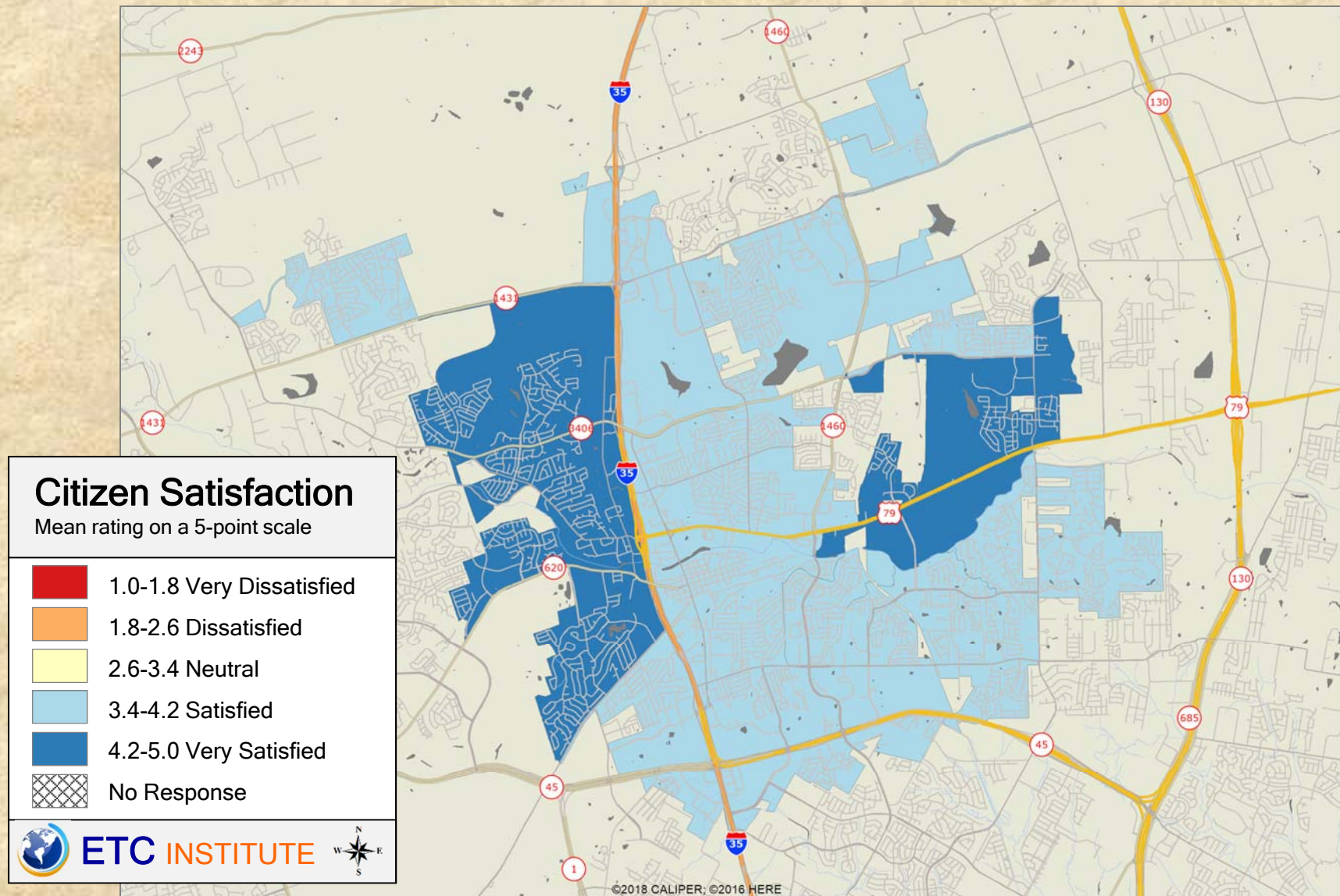
Q8-02 Satisfaction with how well the city is planning for growth



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

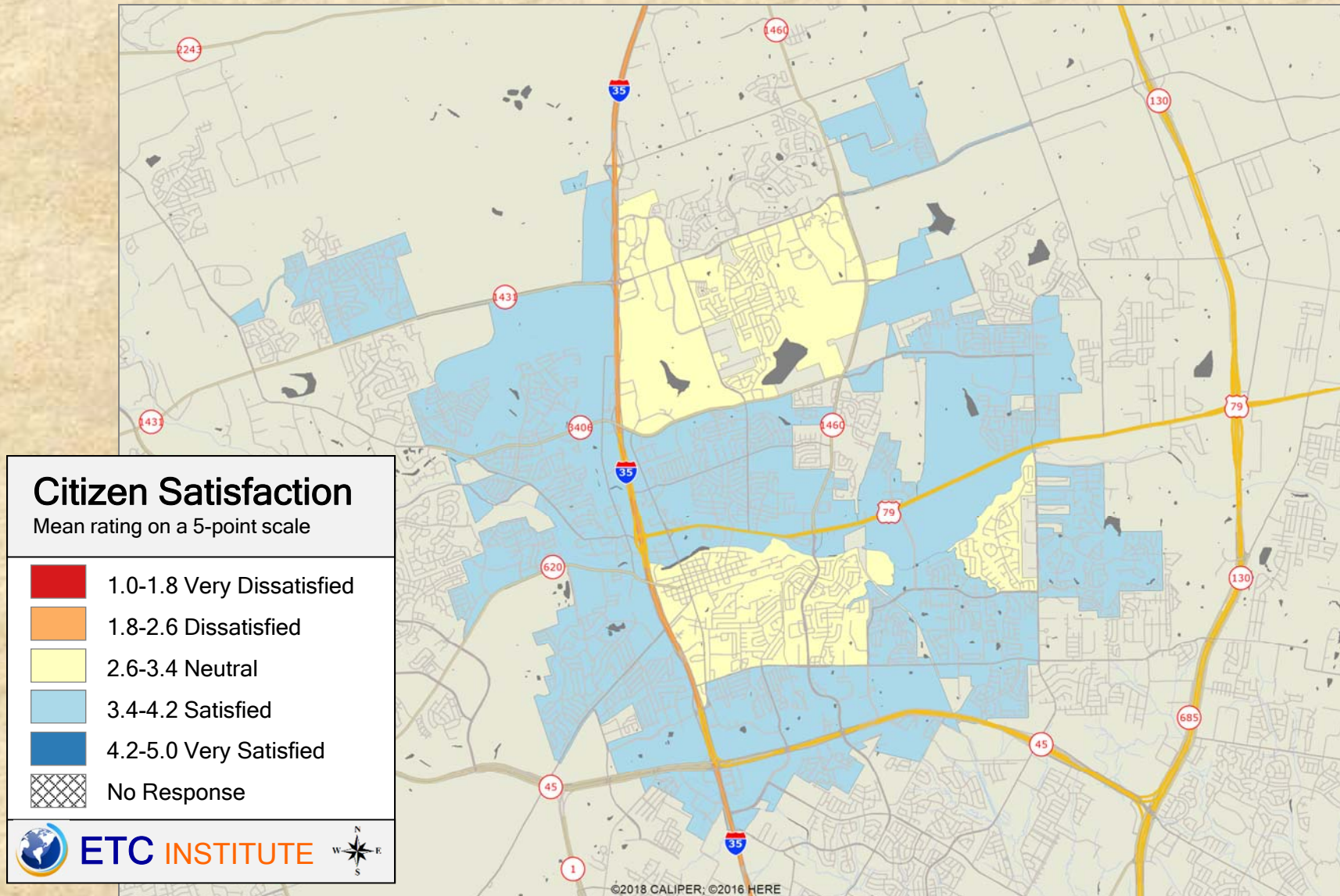
Q8-03 Satisfaction with overall quality of life in the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

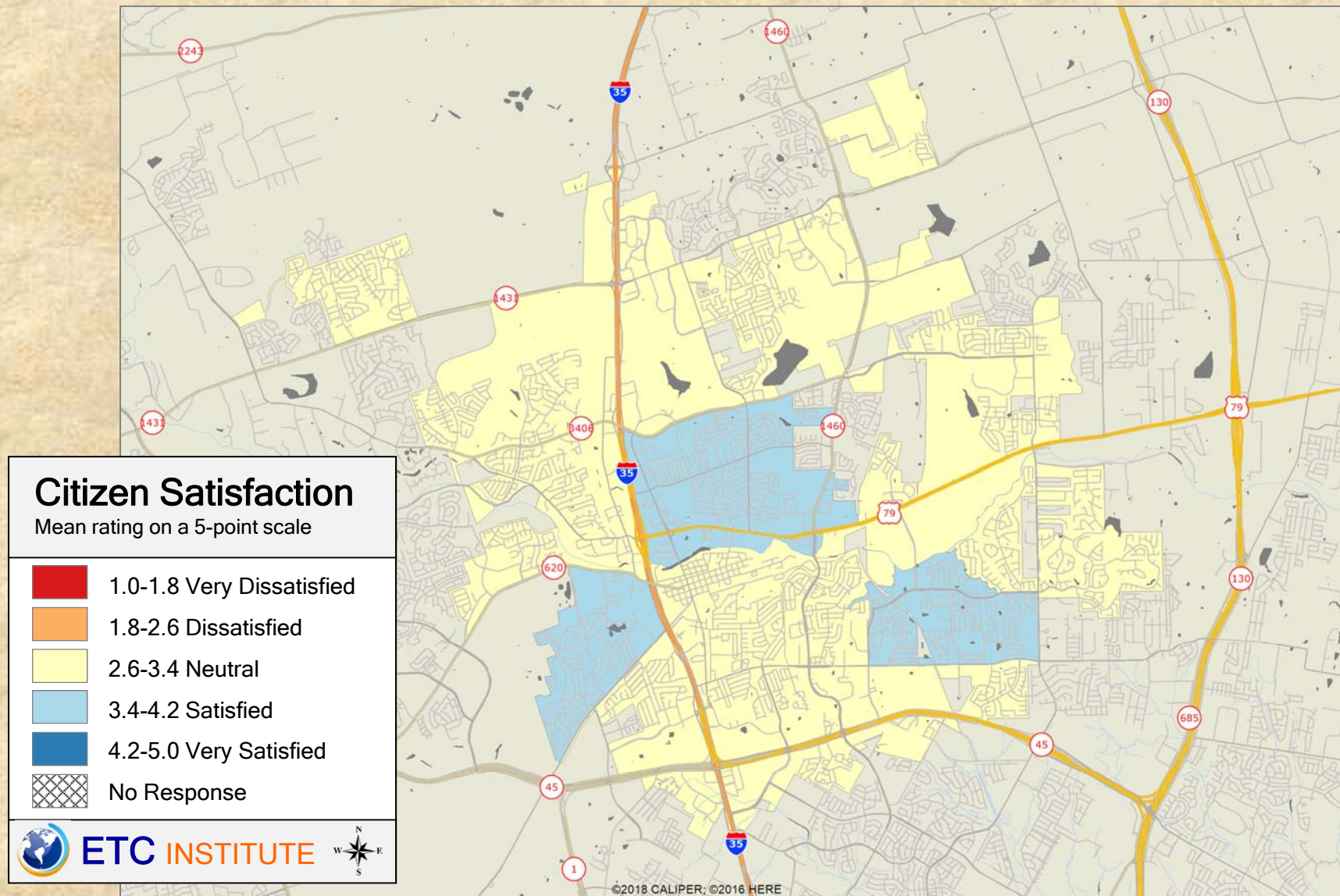
Q8-04 Satisfaction with availability of job opportunities



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

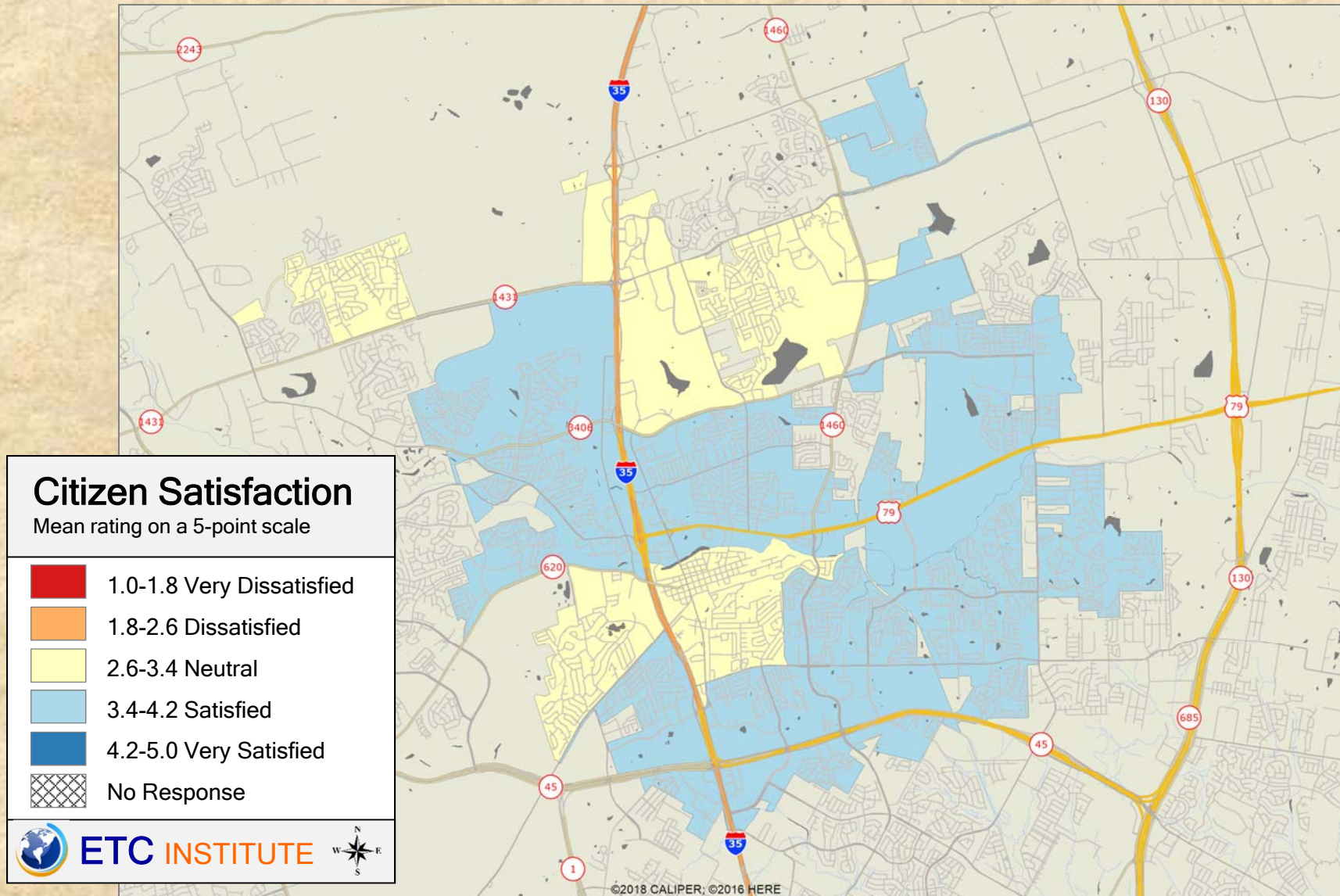
Q8-05 Satisfaction with overall value received for city taxes and fees



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

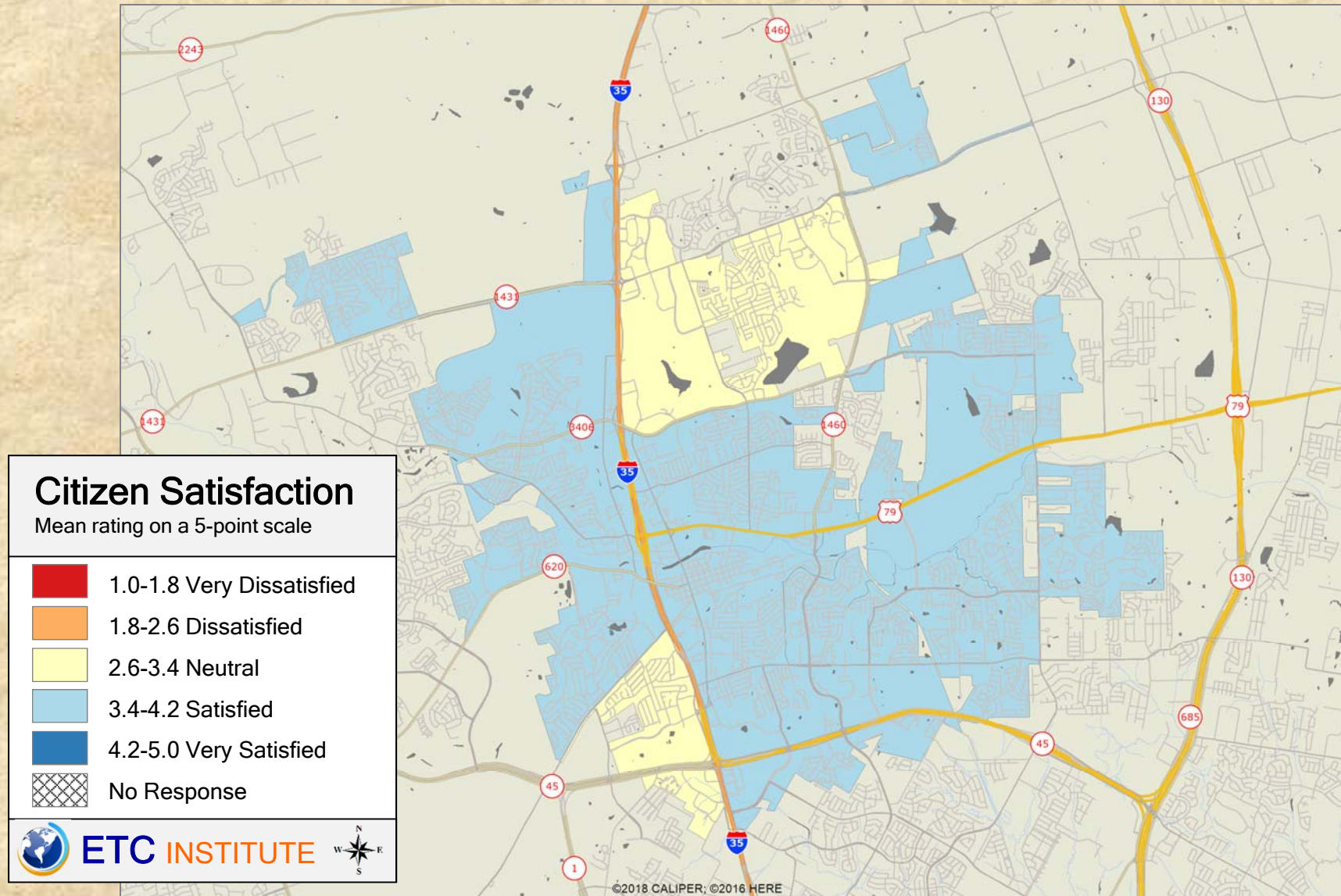
Q8-06 Satisfaction with overall quality of new development



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

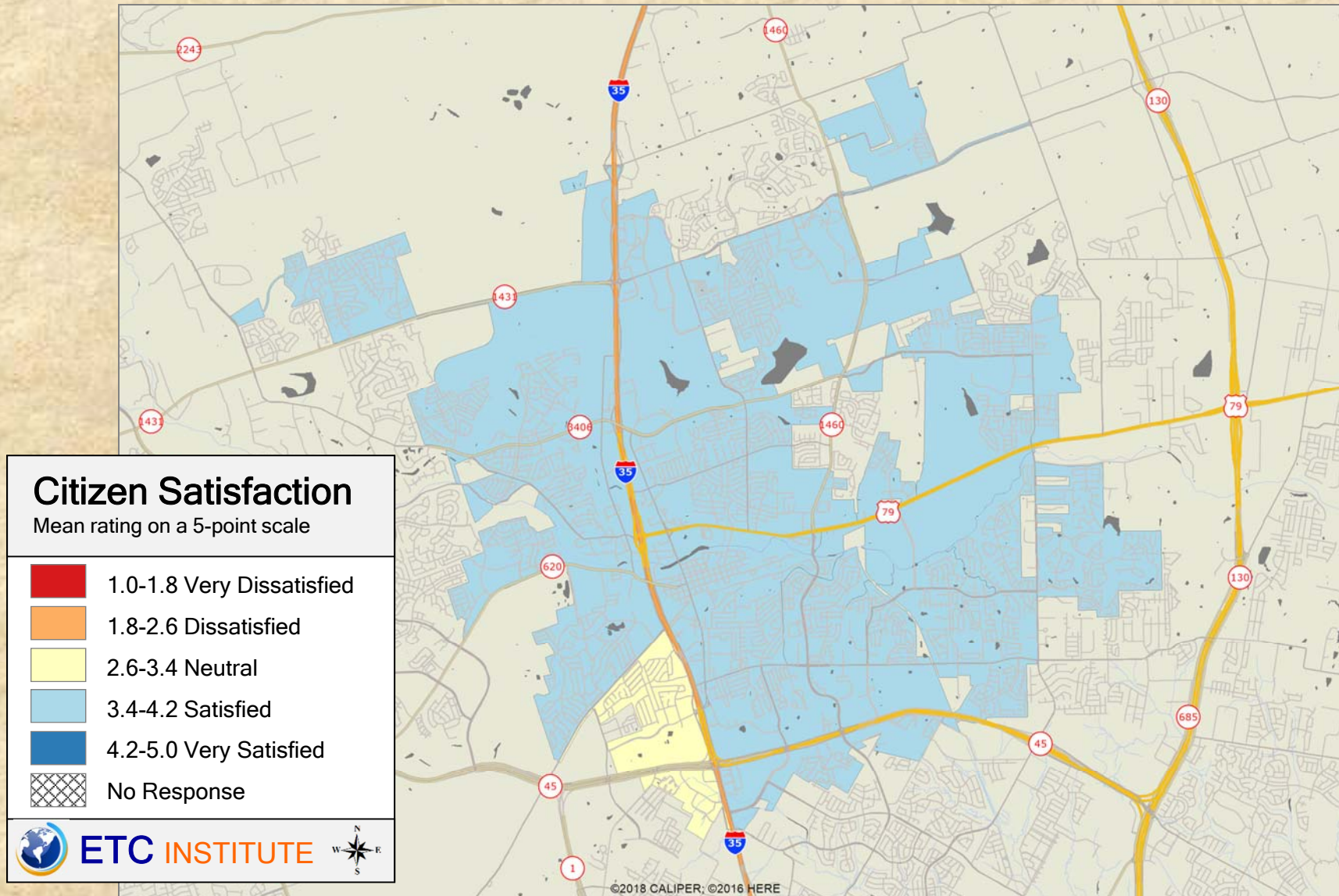
Q8-07 Satisfaction with appearance of residential property in the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

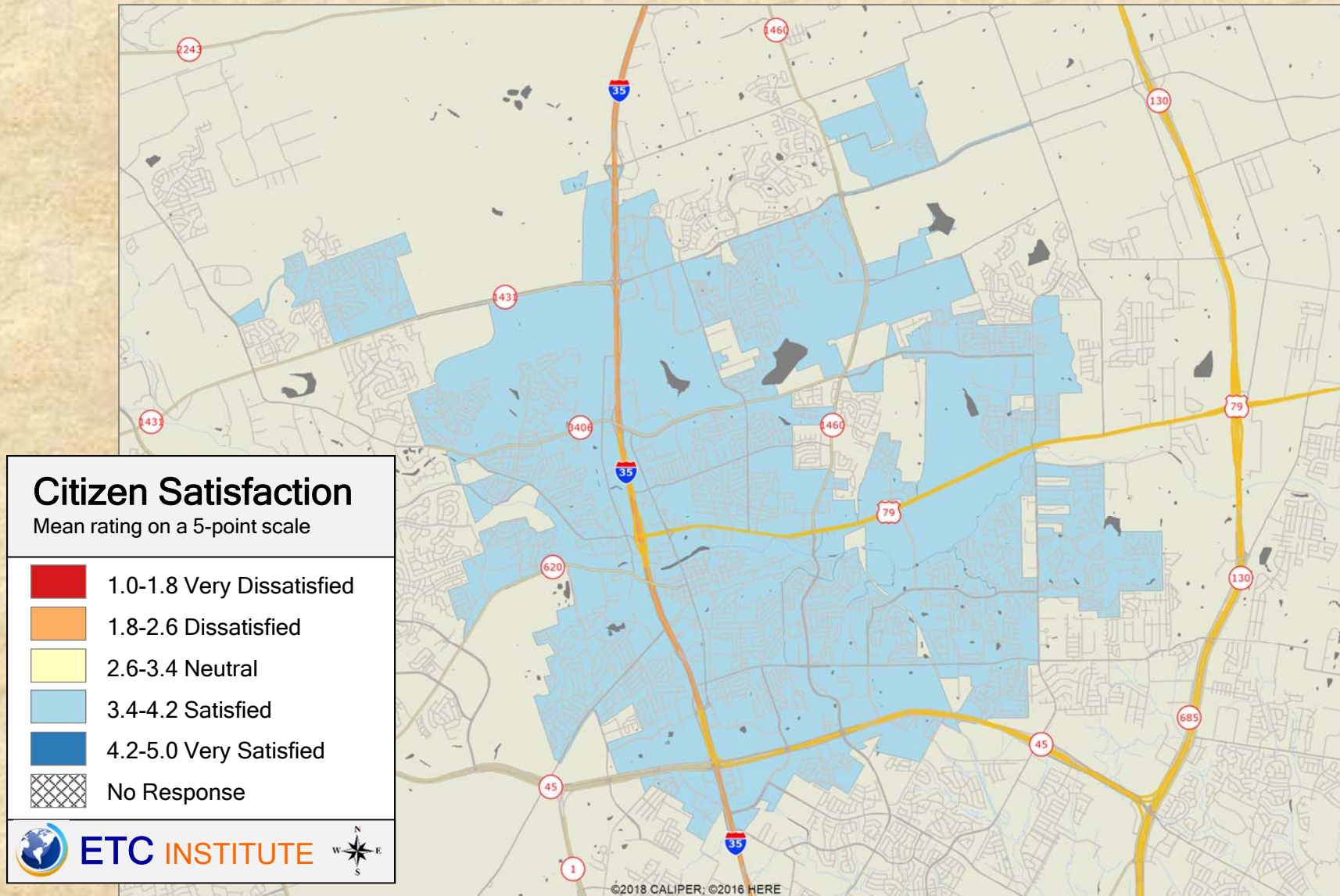
Q8-08 Satisfaction with appearance of commercial property in the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

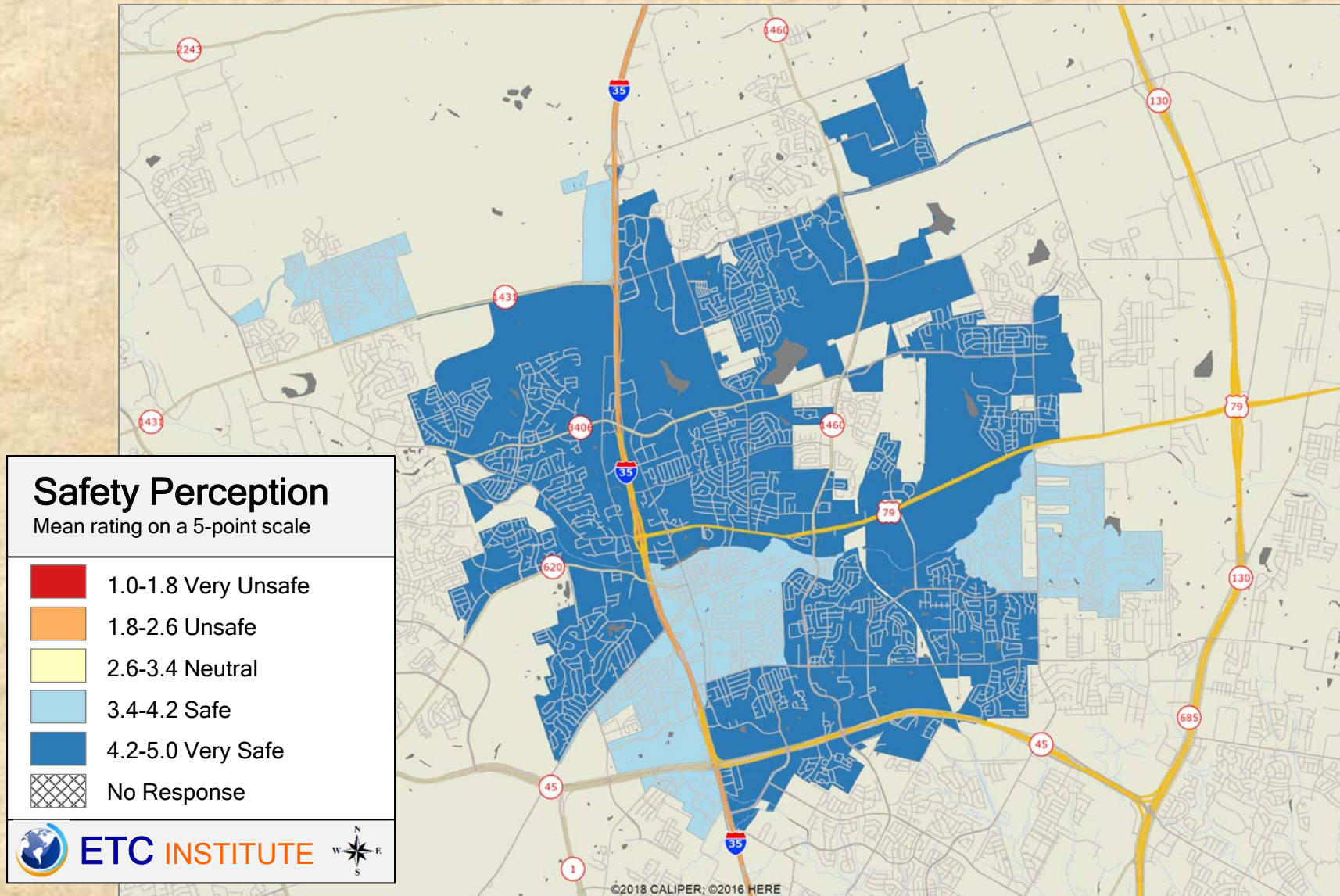
Q8-09 Satisfaction with overall appearance of the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

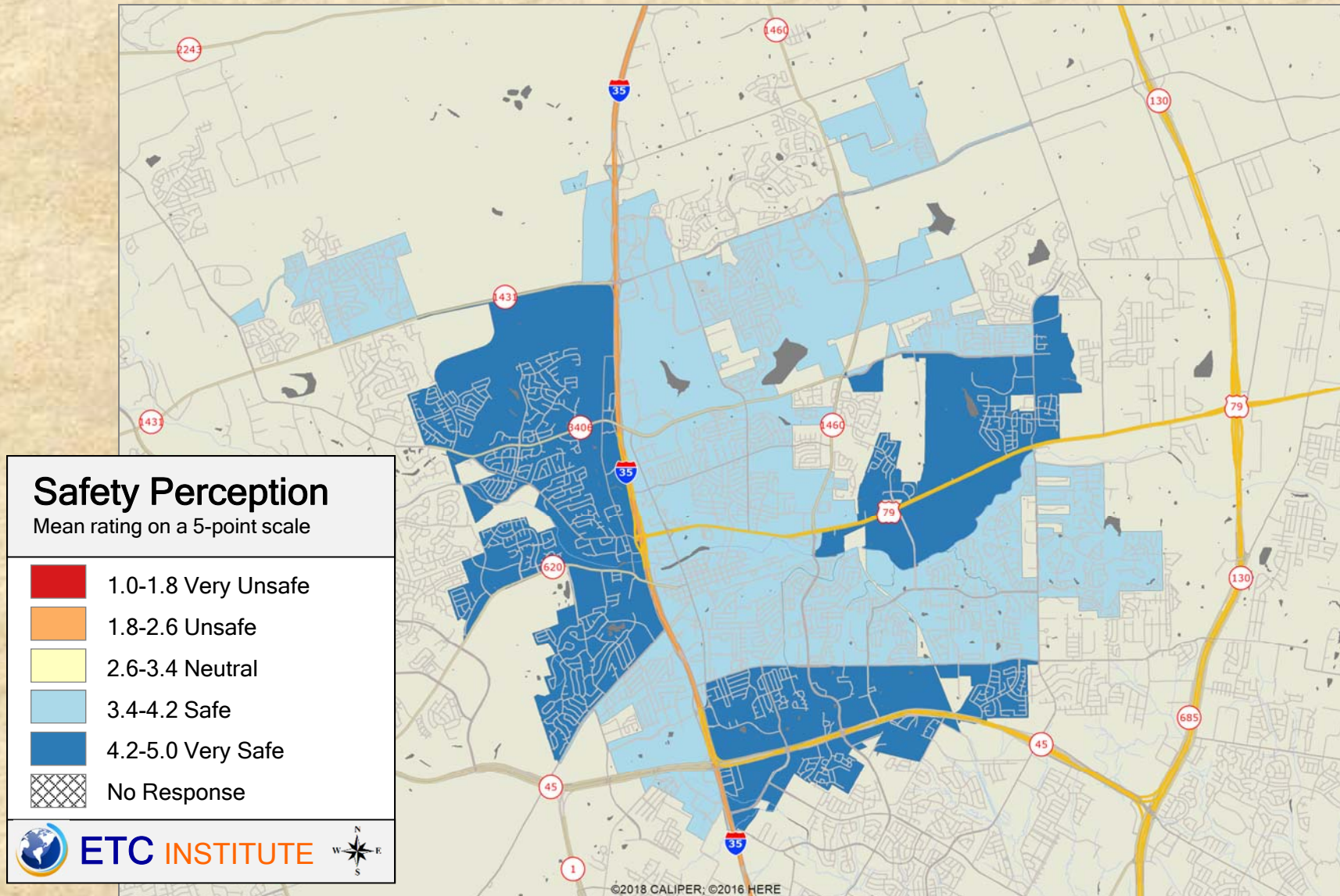
Q9-01 Feeling of safety in Downtown Round Rock



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

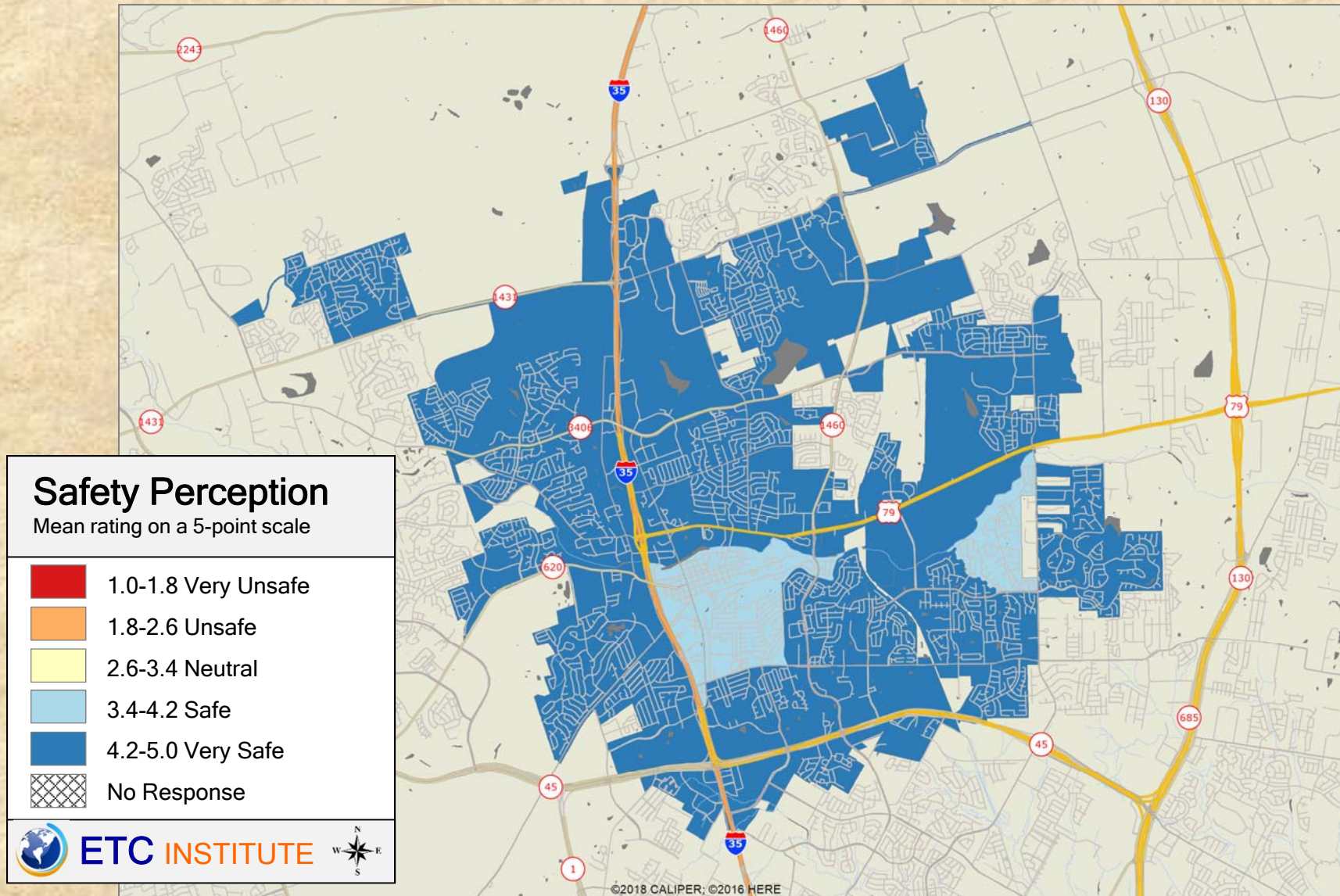
Q9-02 Feeling of safety in city parks



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

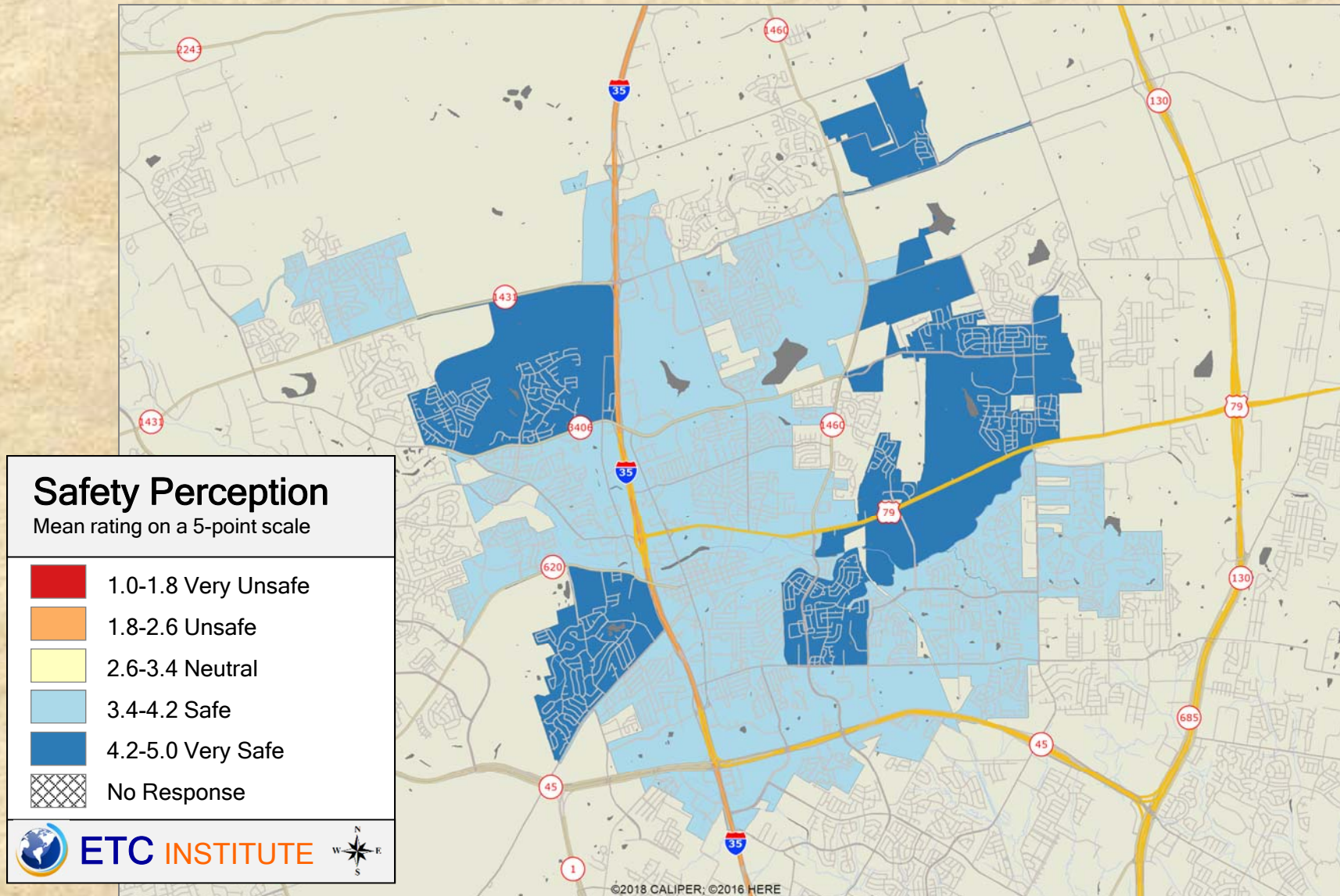
Q9-03 Feeling of safety in neighborhoods during the day



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

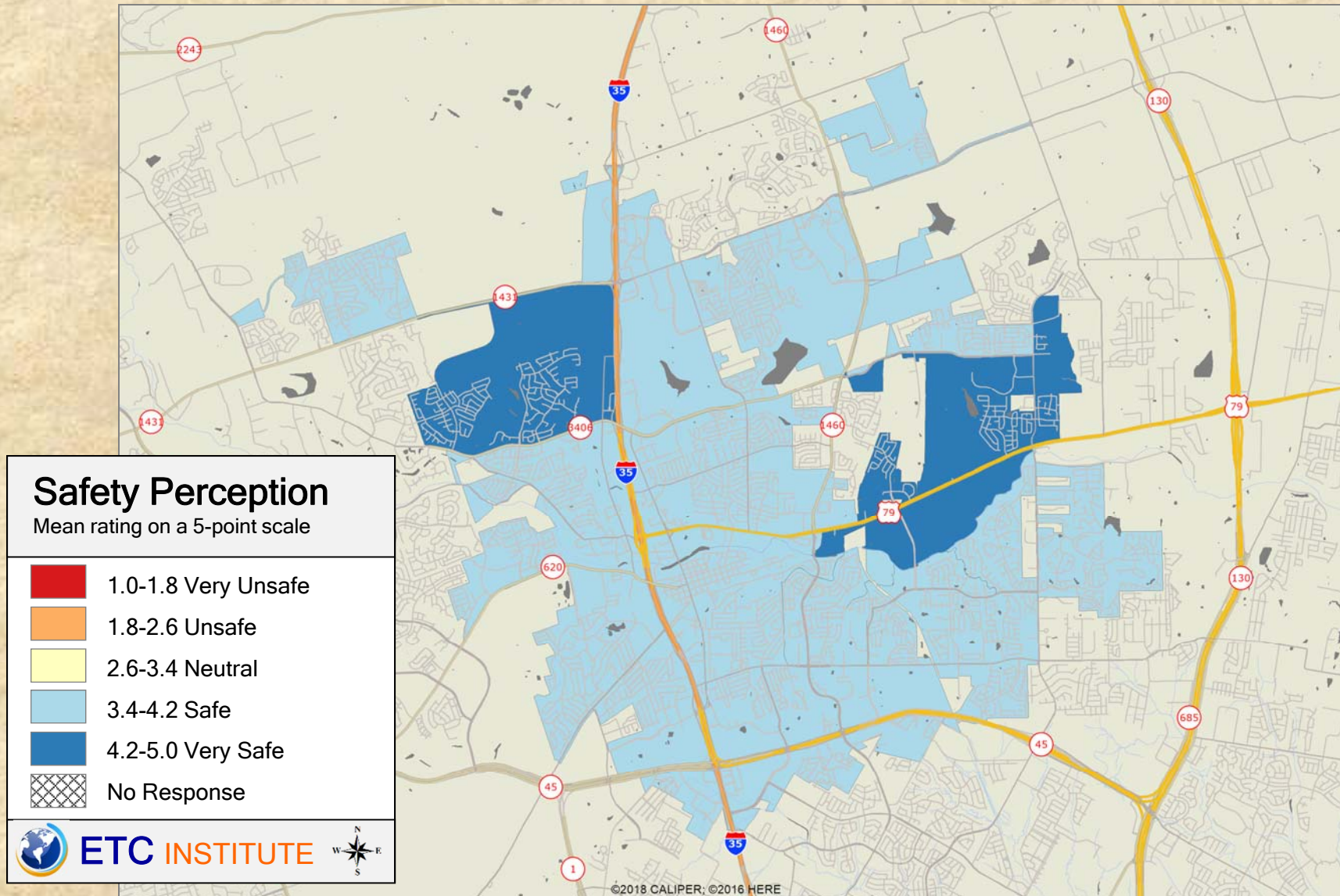
Q9-04 Feeling of safety in neighborhoods at night



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

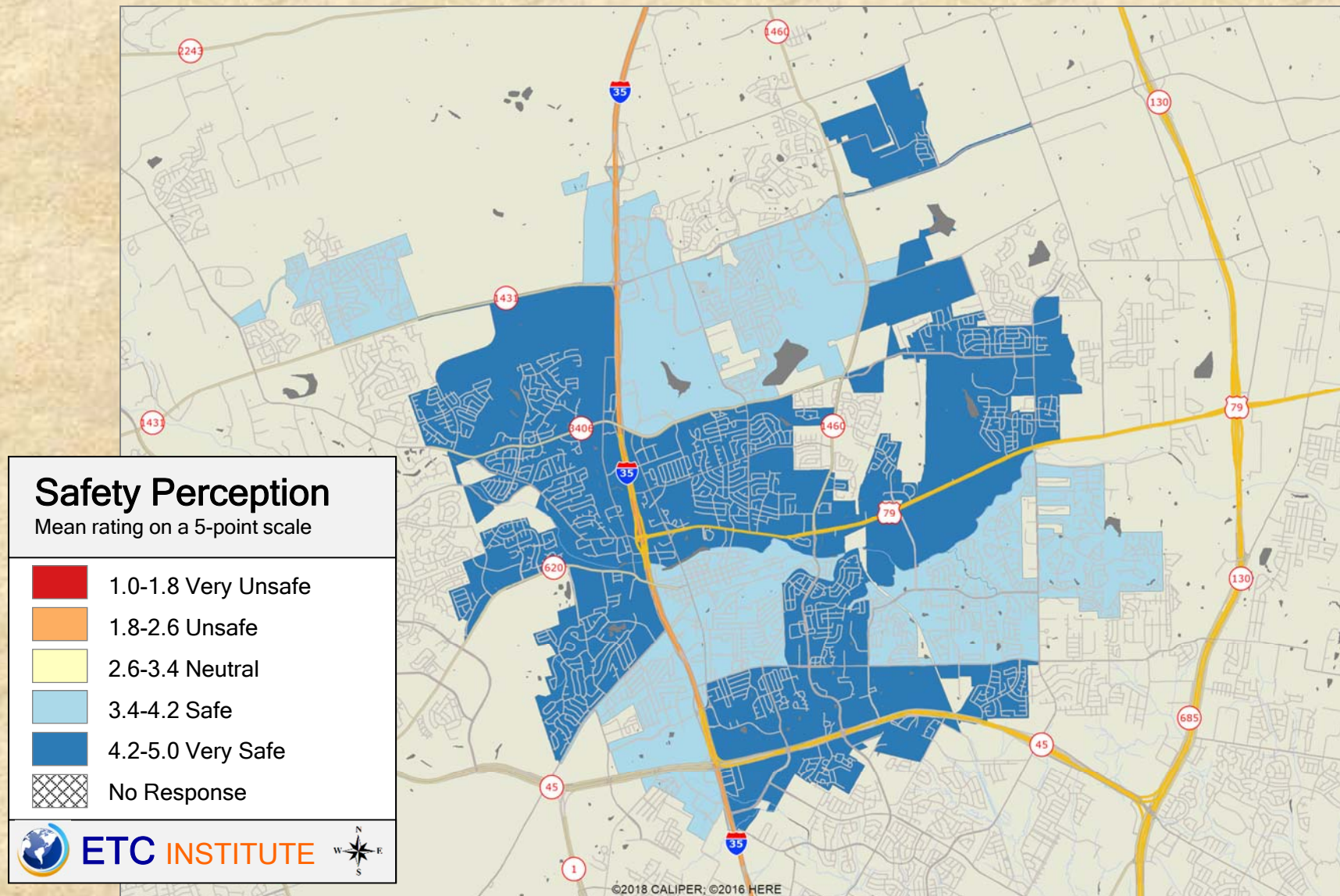
Q9-05 Feeling of safety in commercial and retail areas



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

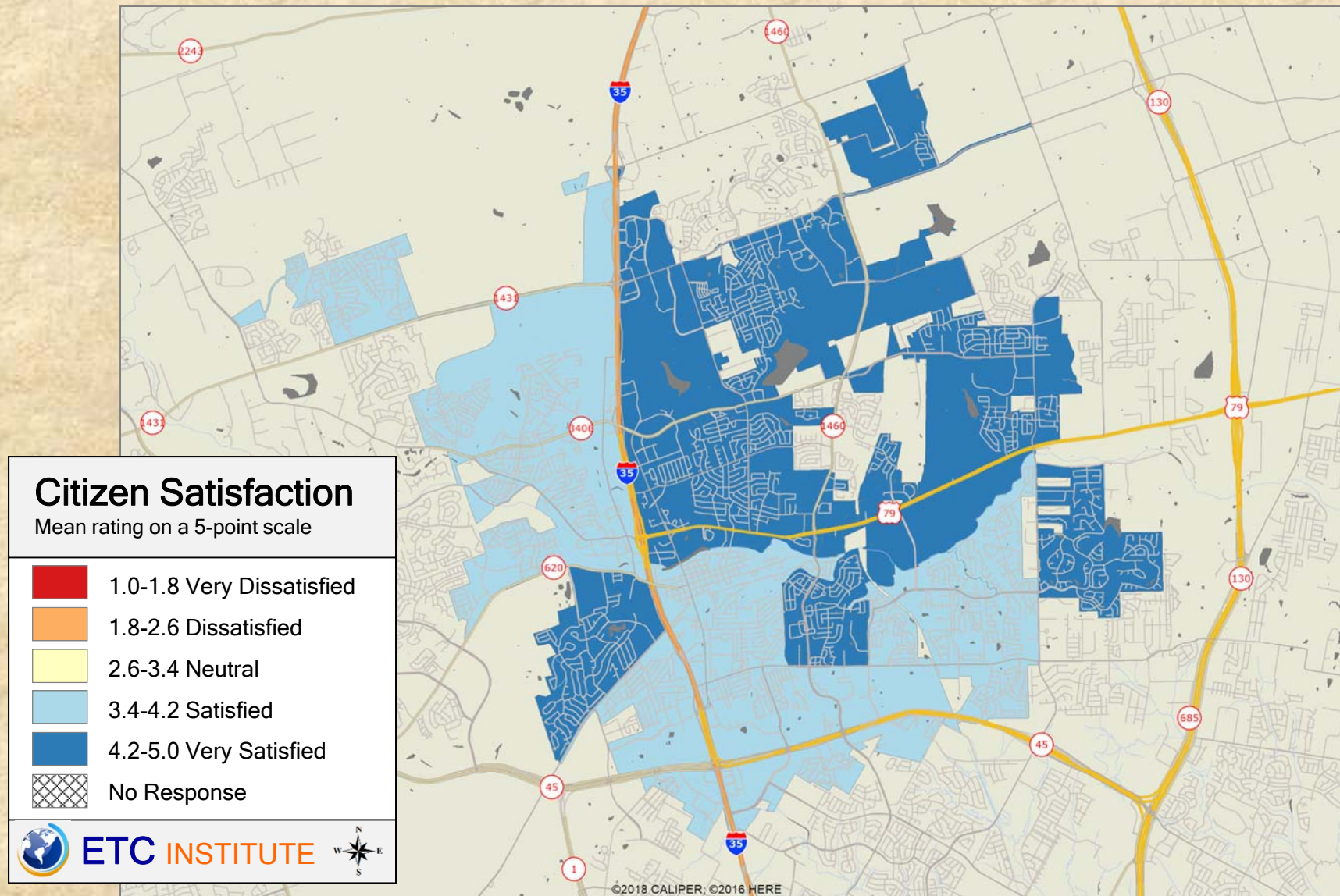
Q9-06 Overall feeling of safety in Round Rock



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

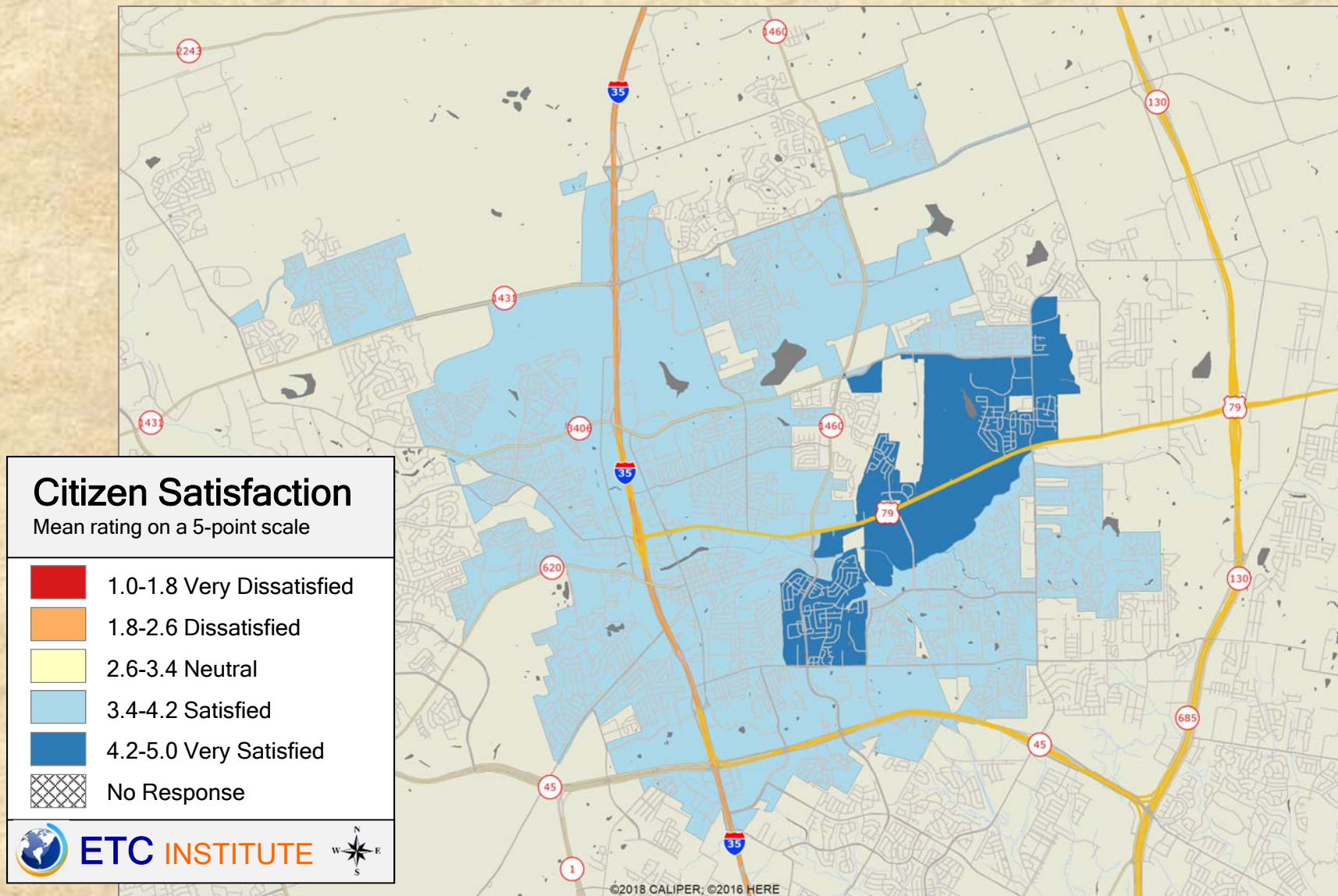
Q10-01 Satisfaction with appearance and maintenance of existing city parks



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

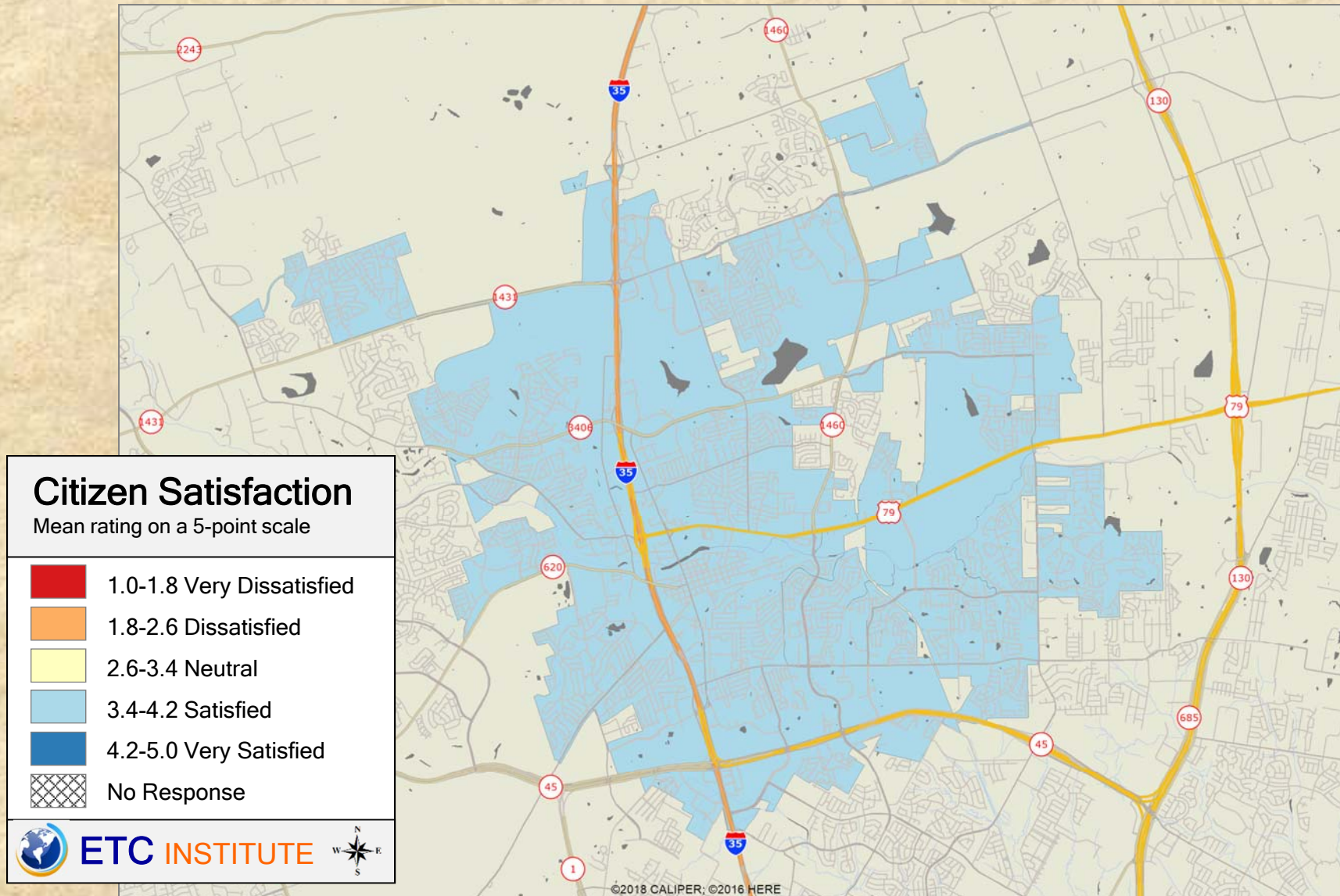
Q10-02 Satisfaction with number of city parks



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

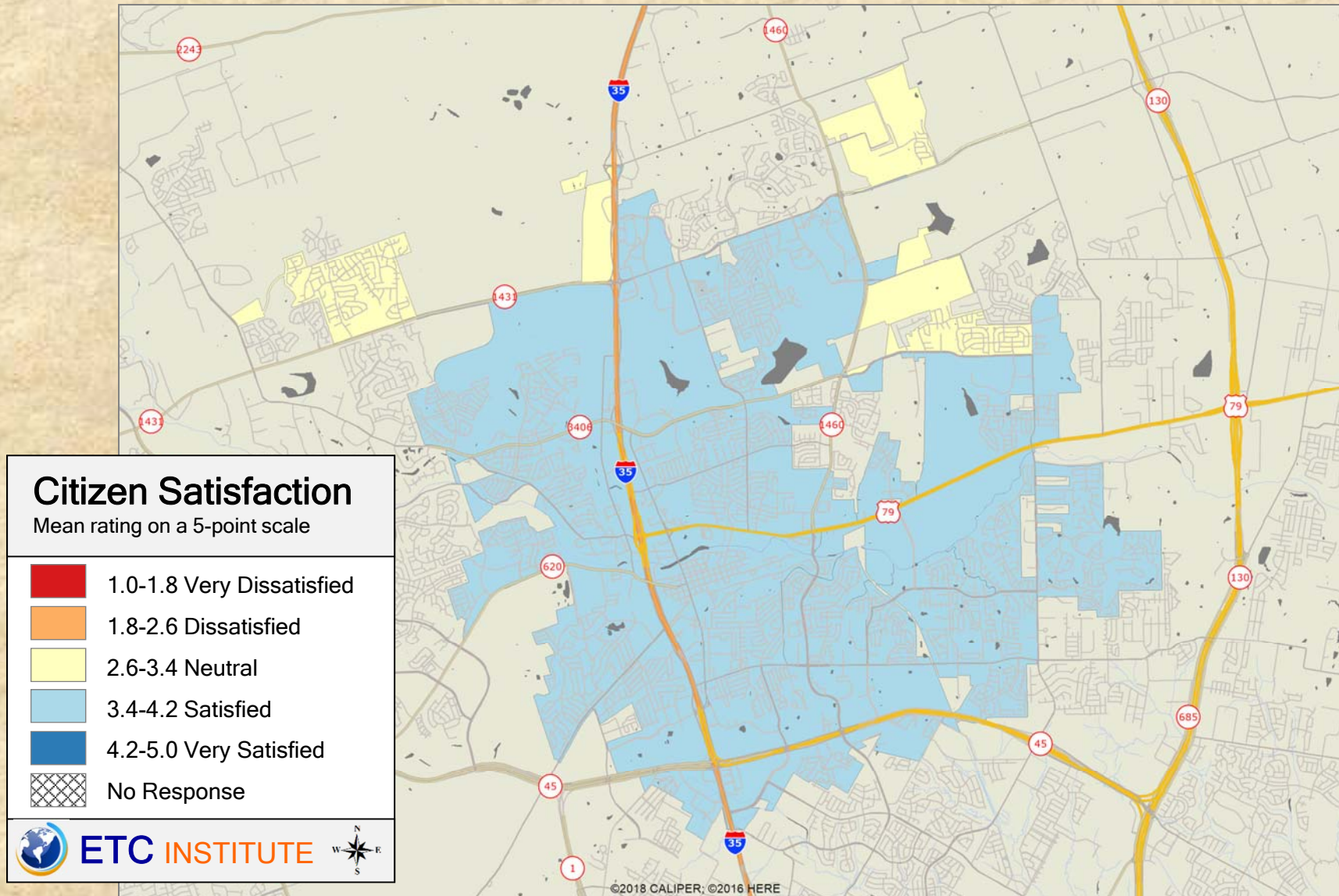
Q10-03 Satisfaction with hike and bike trails in the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

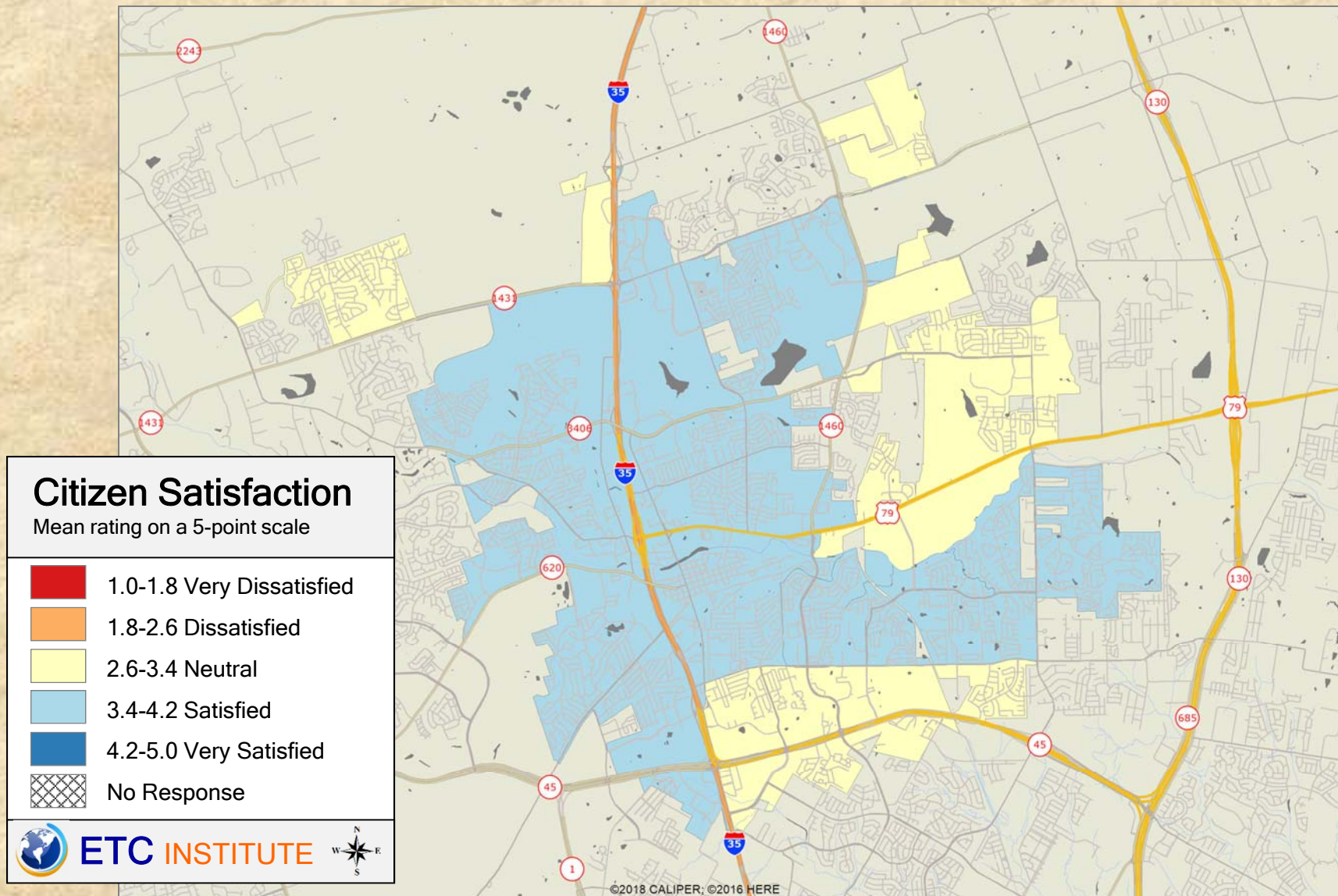
Q10-04 Satisfaction with city recreation centers



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

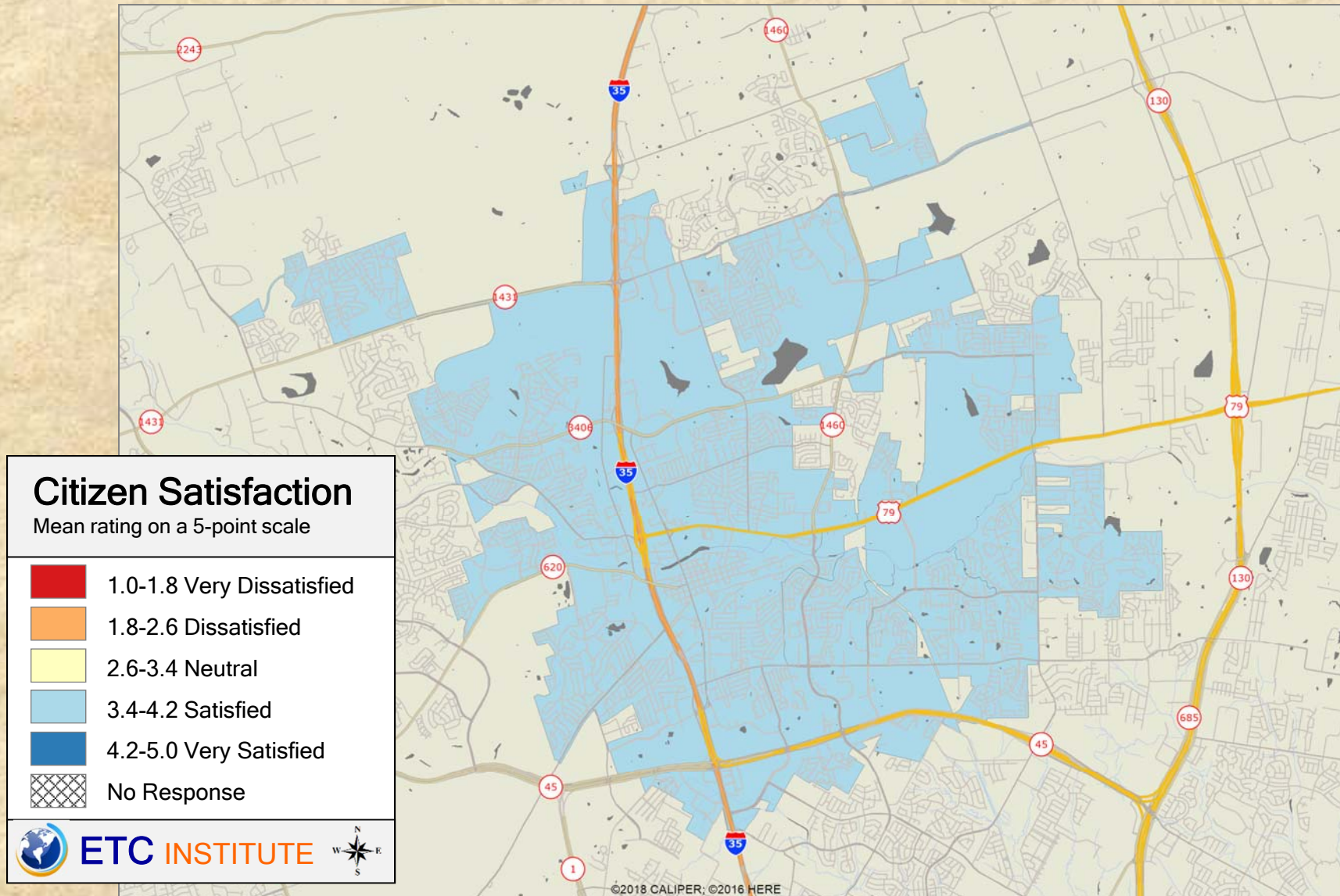
Q10-05 Satisfaction with City swimming pools



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

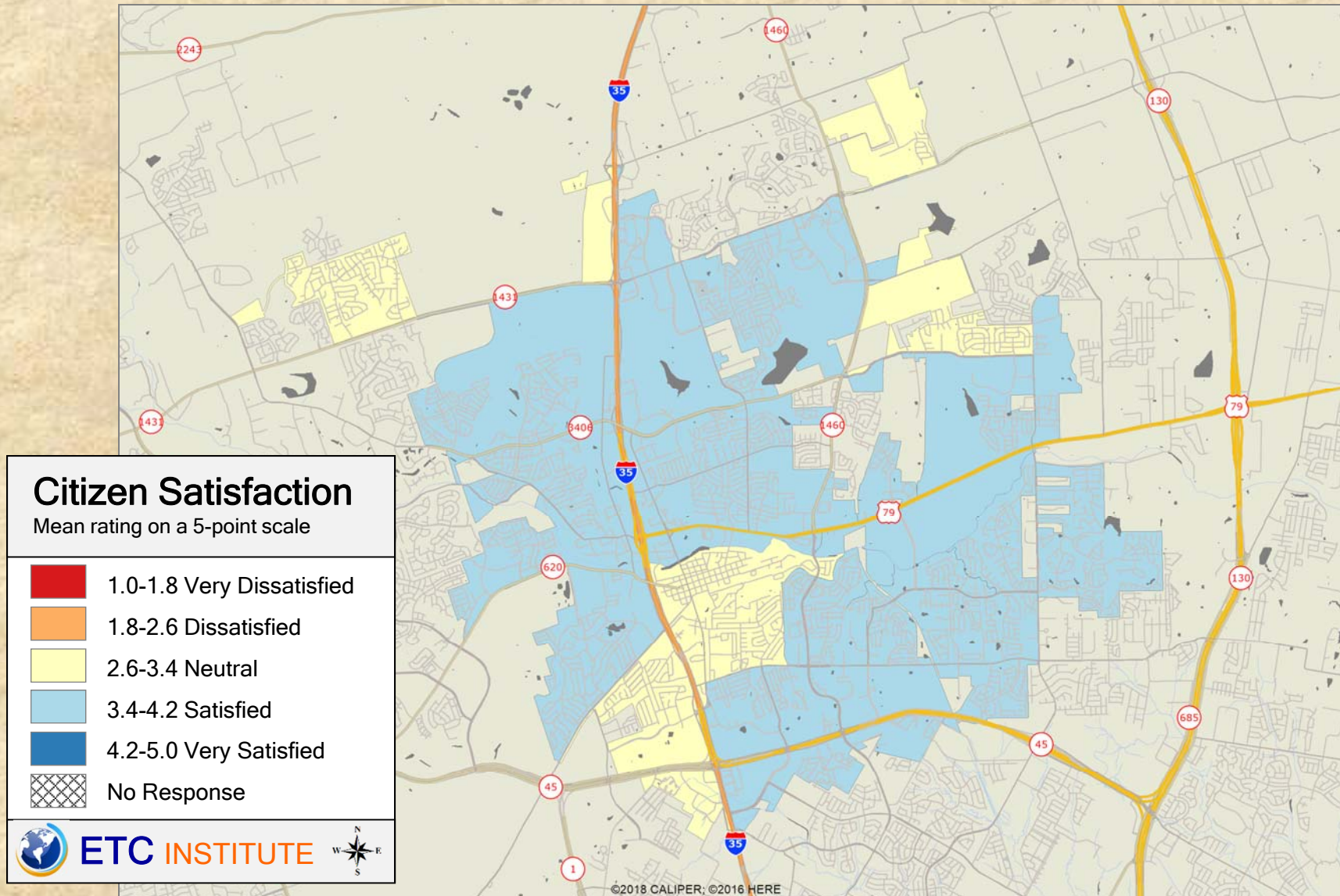
Q10-06 Satisfaction with quality of youth recreation programs



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

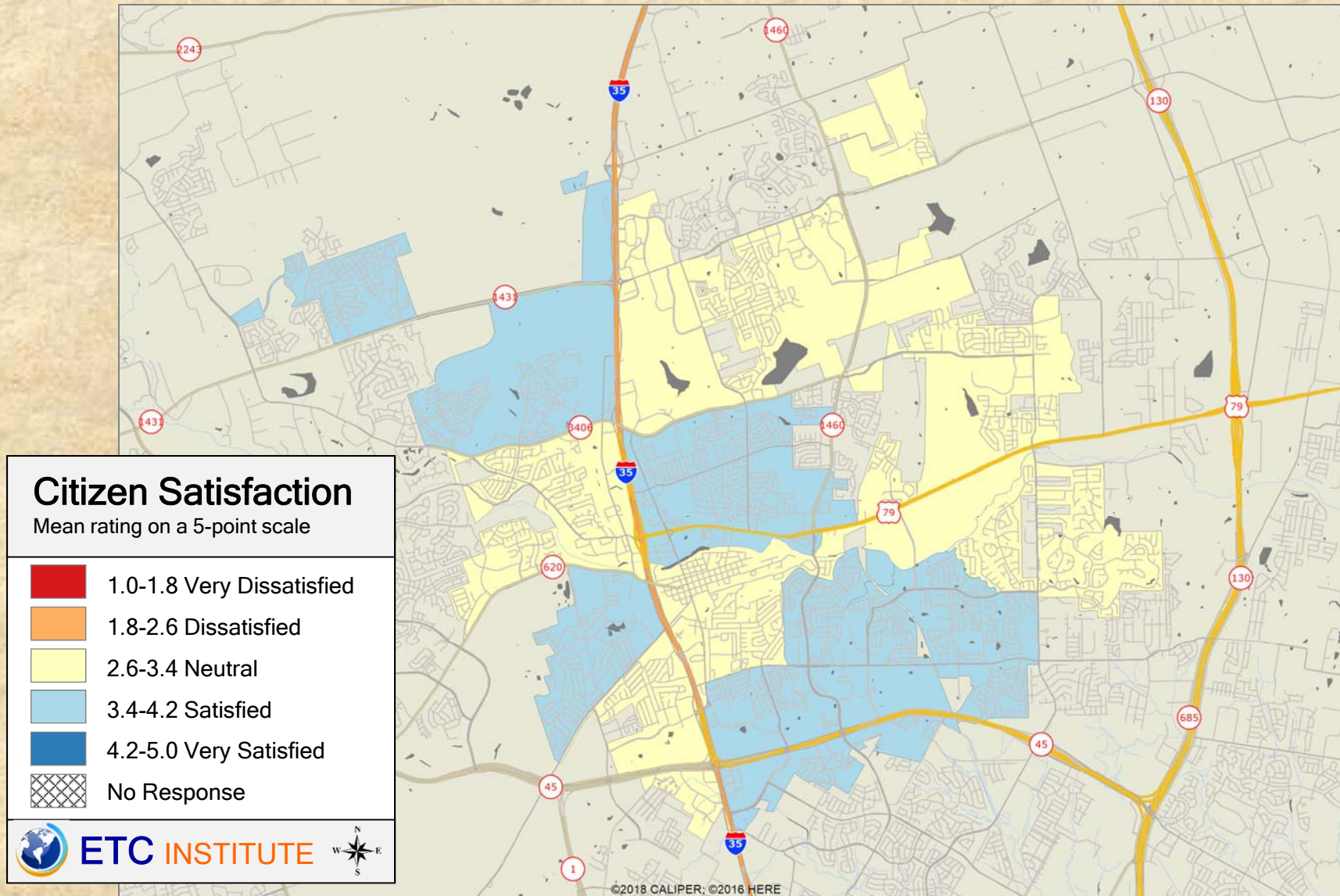
Q10-07 Satisfaction with quality of adult recreation programs



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

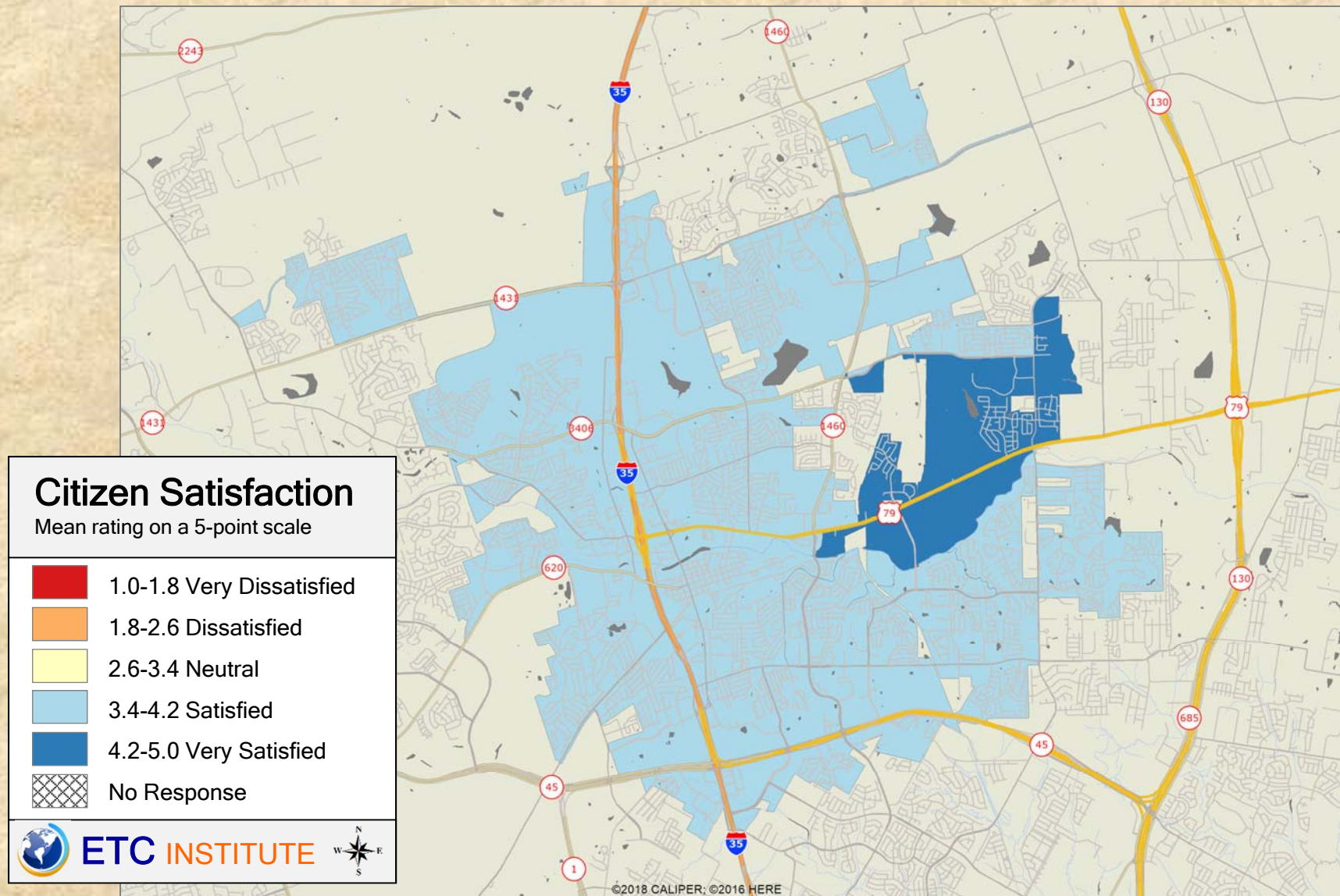
Q10-08 Satisfaction with Forest Creek Golf Course



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

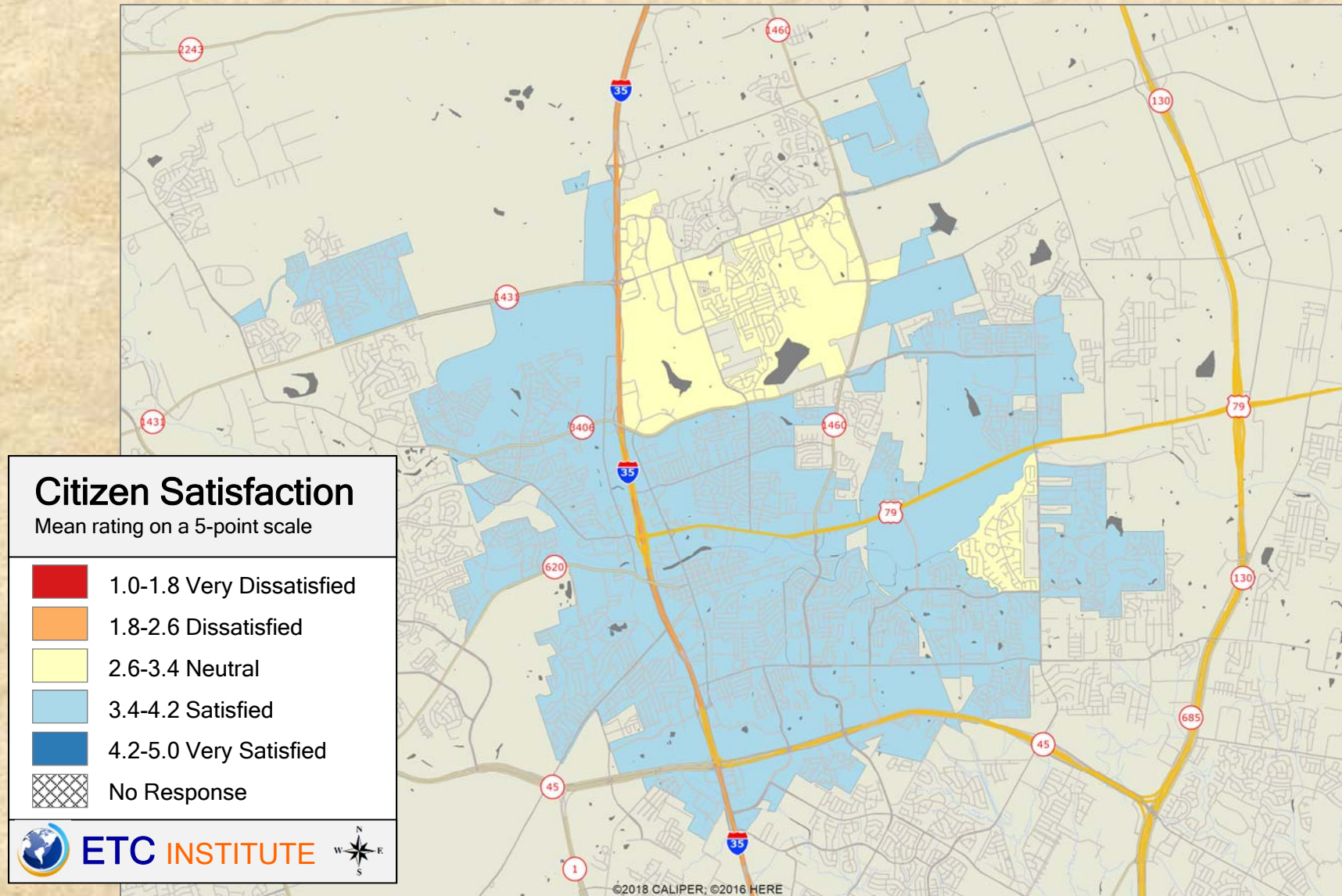
Q10-09 Satisfaction with quality of outdoor athletic facilities



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

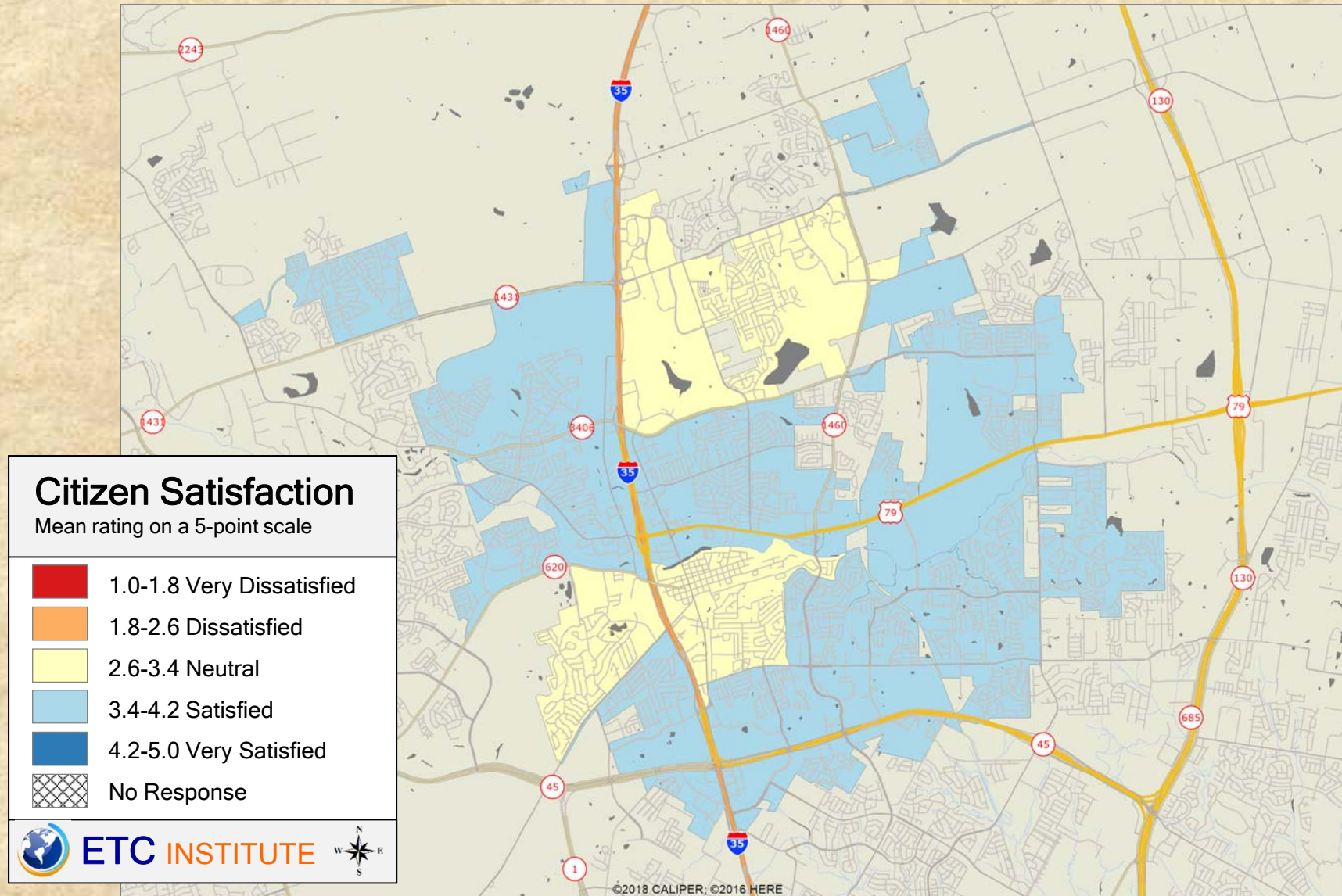
Q12-01 Satisfaction with maintenance of major city streets



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

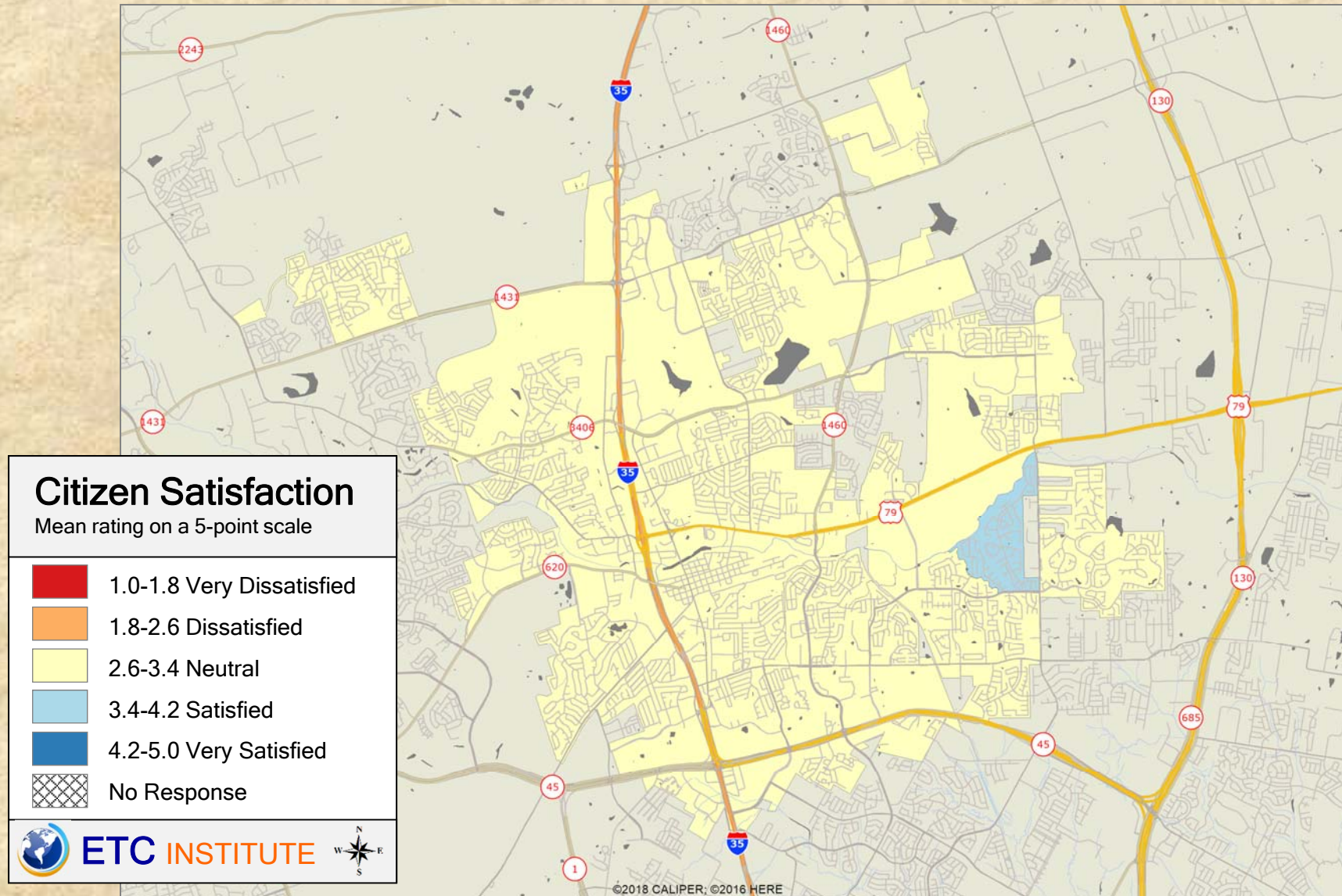
Q12-02 Satisfaction with maintenance of neighborhood streets



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

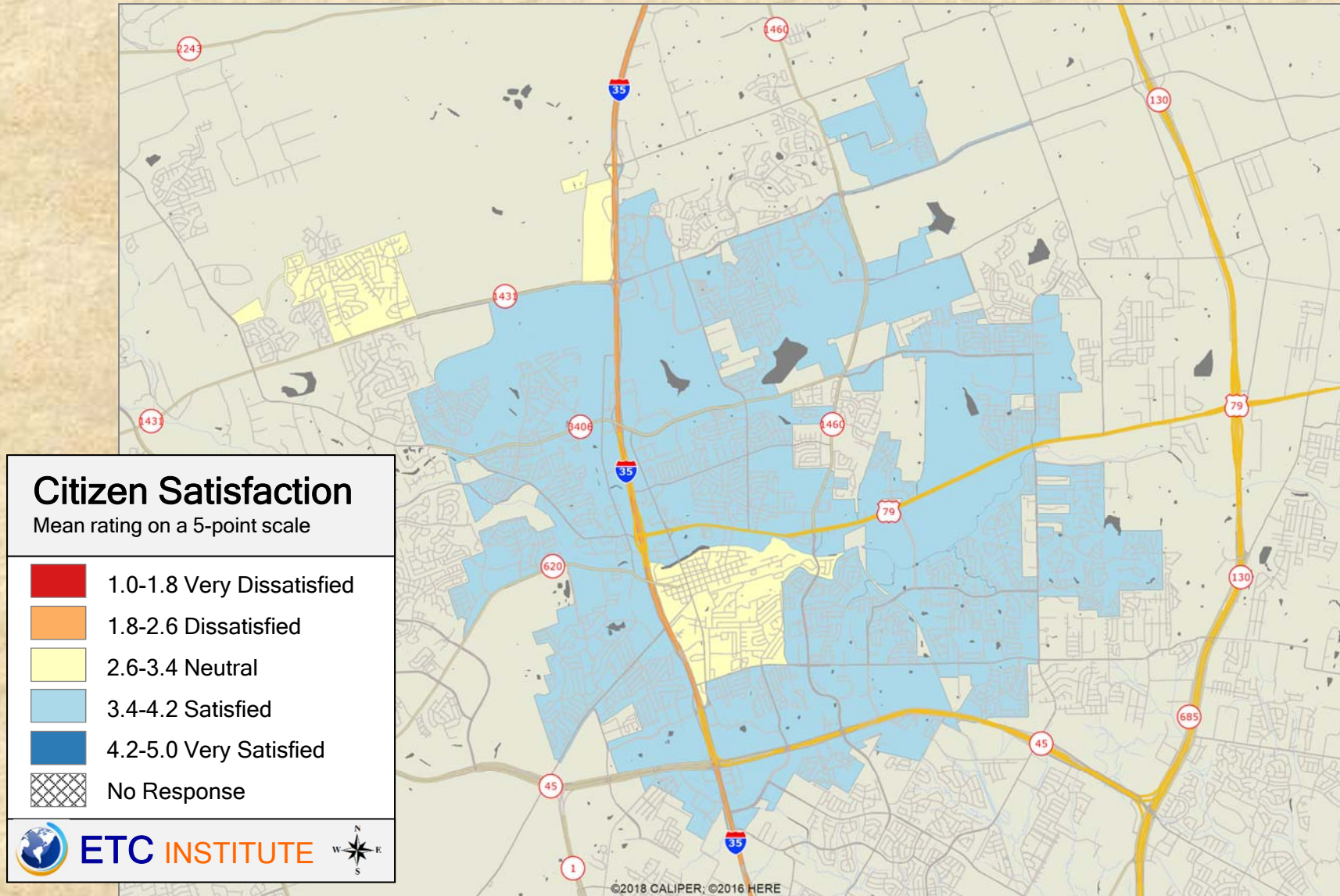
Q12-03 Satisfaction with timing of traffic signals in the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

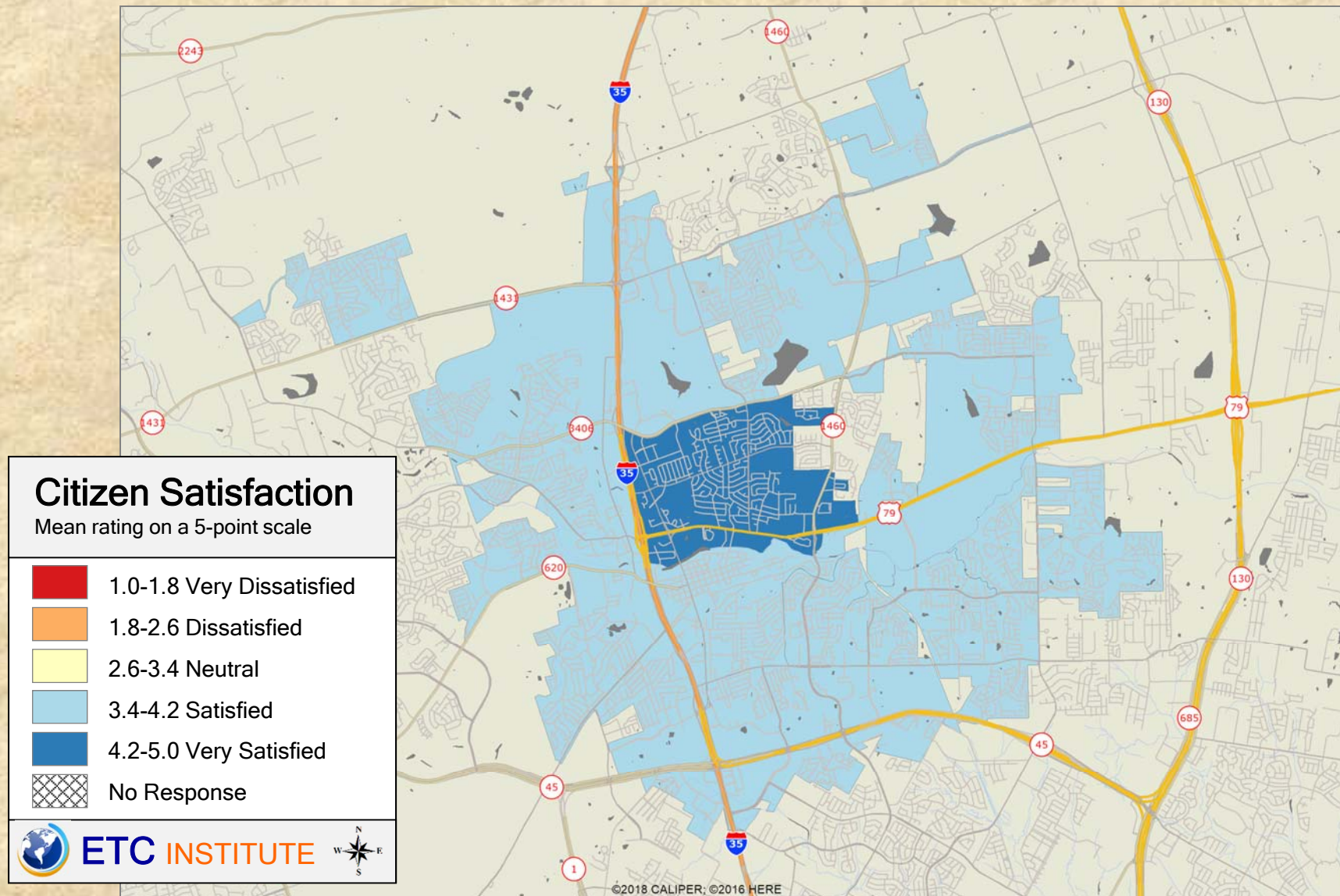
Q12-04 Satisfaction with mowing and trimming along city streets and other public areas



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

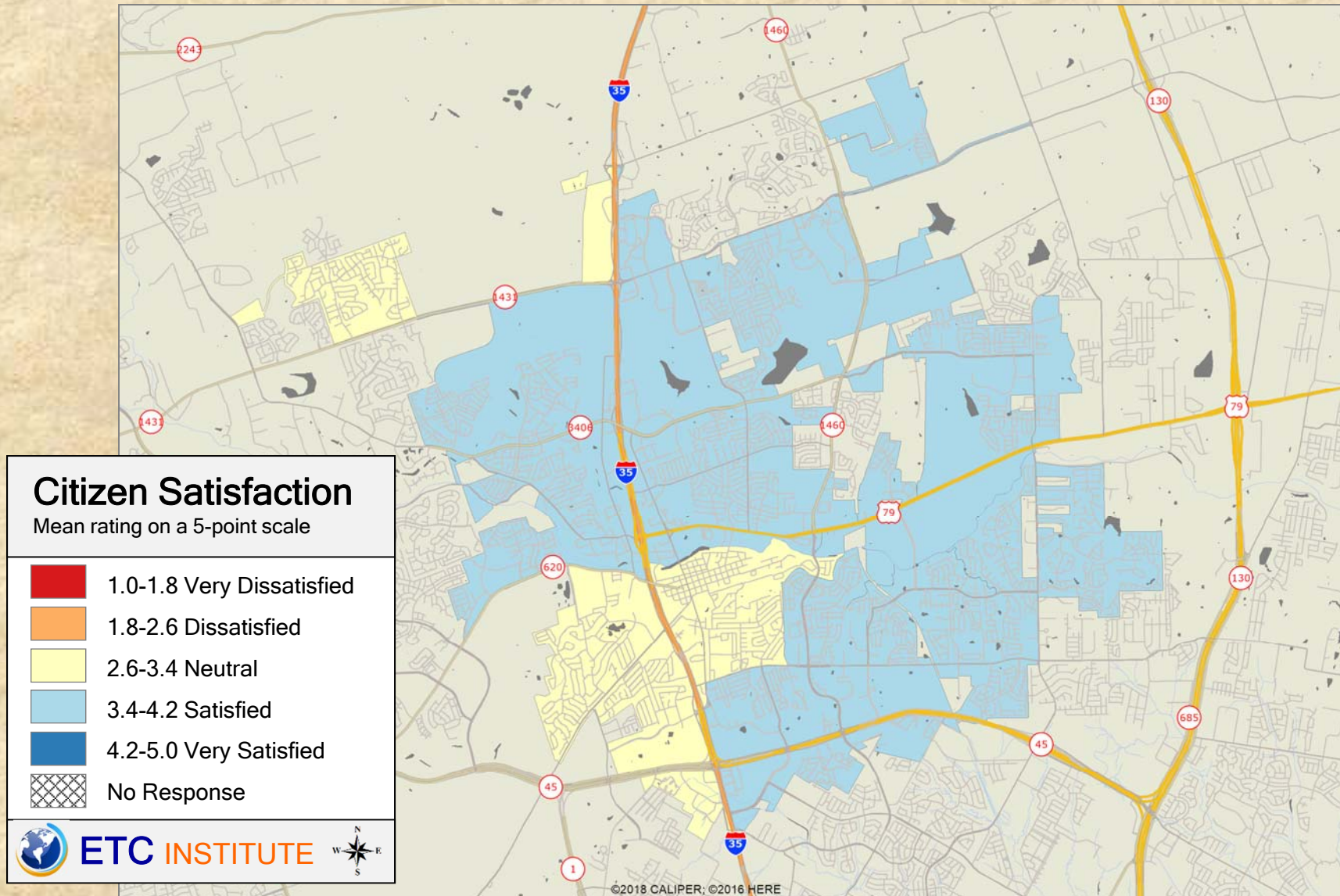
Q12-05 Satisfaction with cleanliness of city streets and other public areas



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

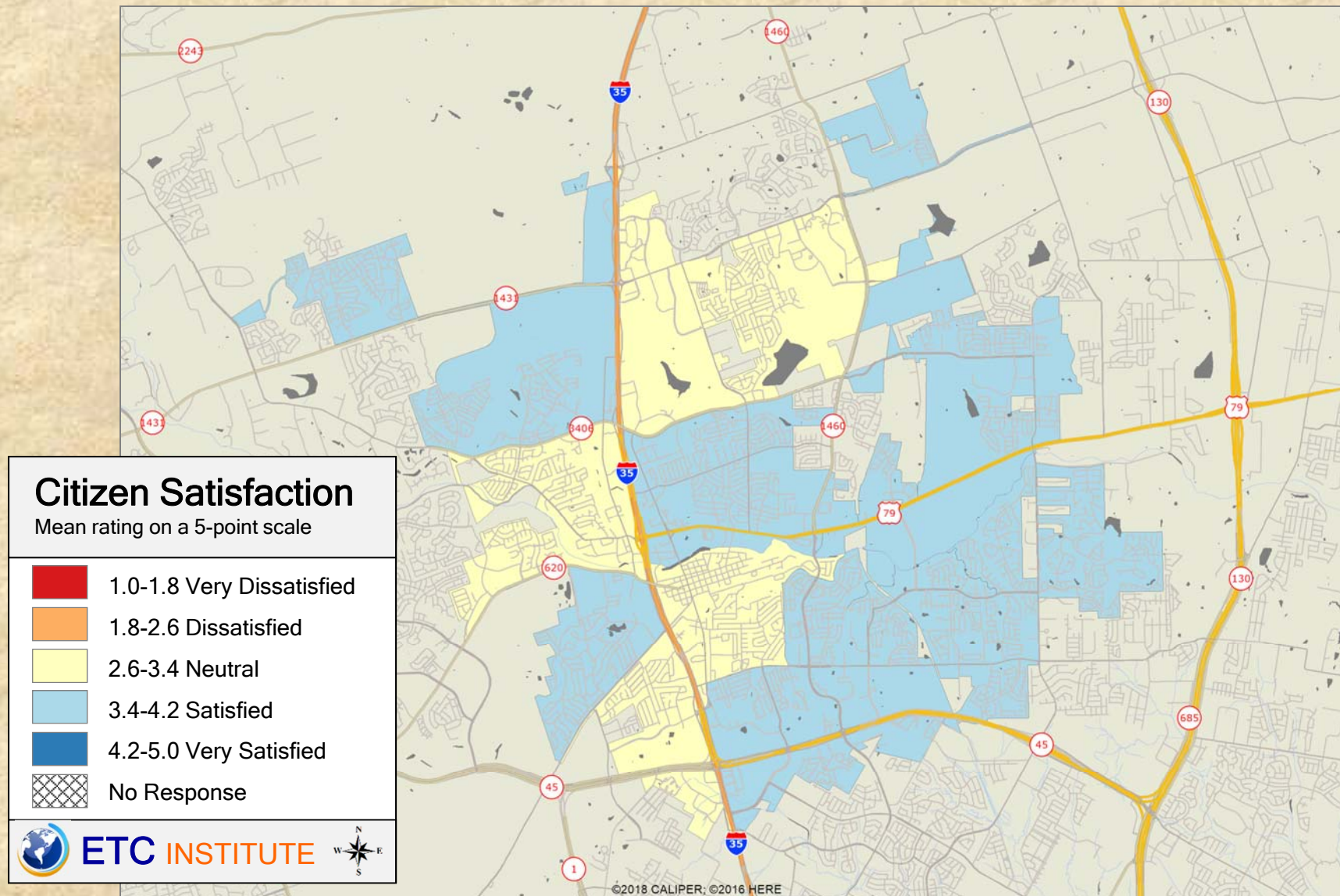
Q12-06 Satisfaction with cleanliness of creeks and open channels



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

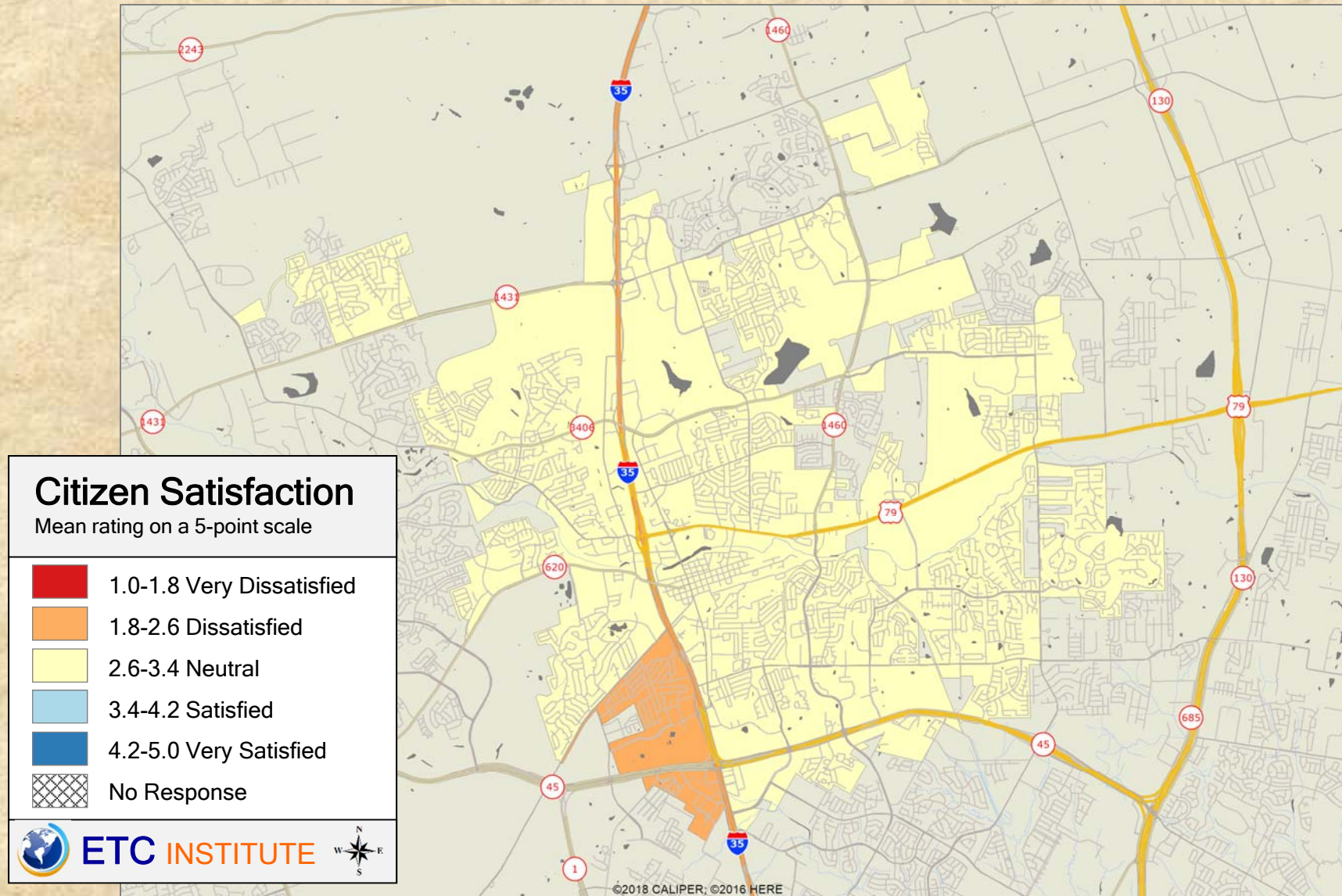
Q12-07 Satisfaction with condition of sidewalks in the city



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

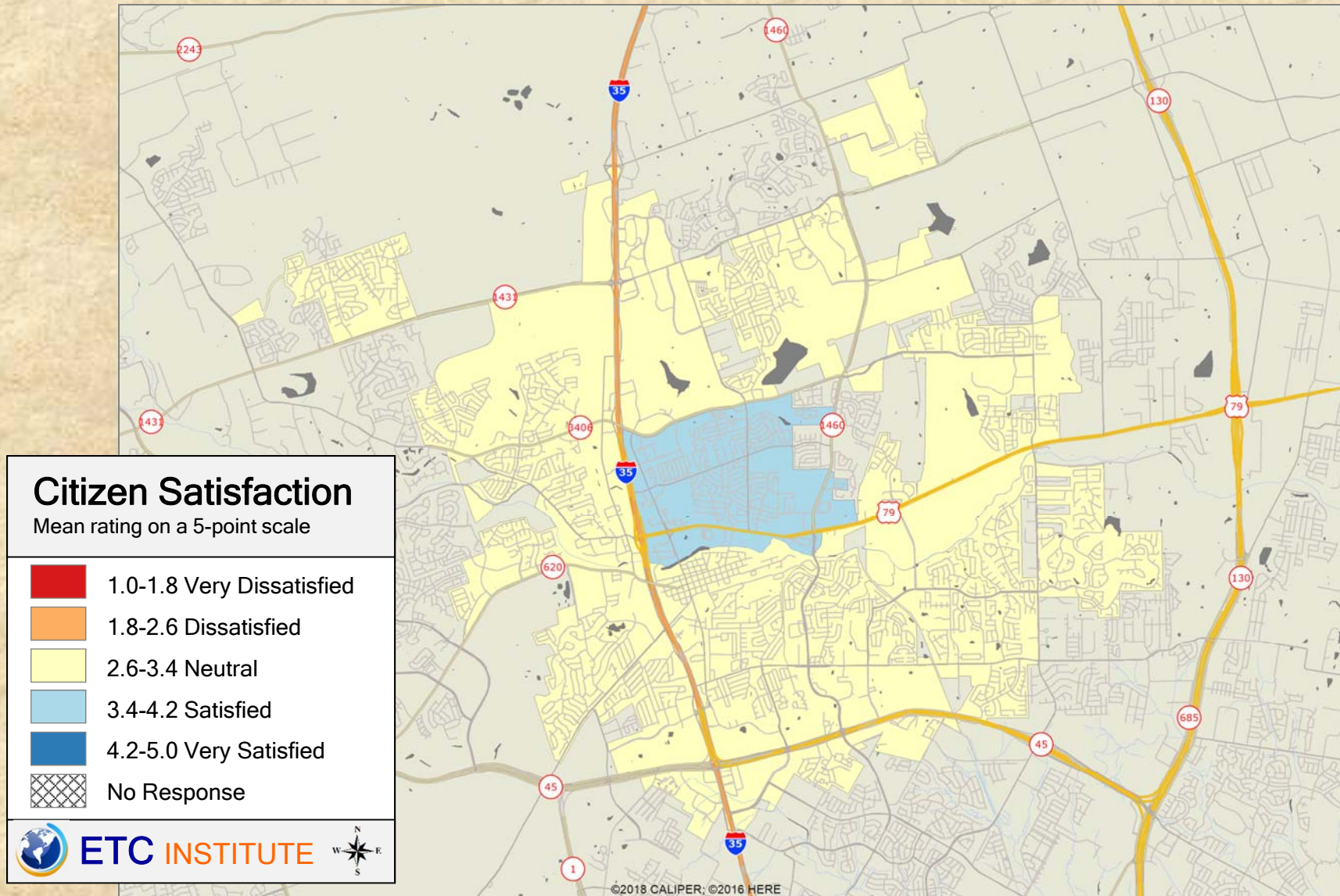
Q12-08 Satisfaction with availability of bike lanes



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

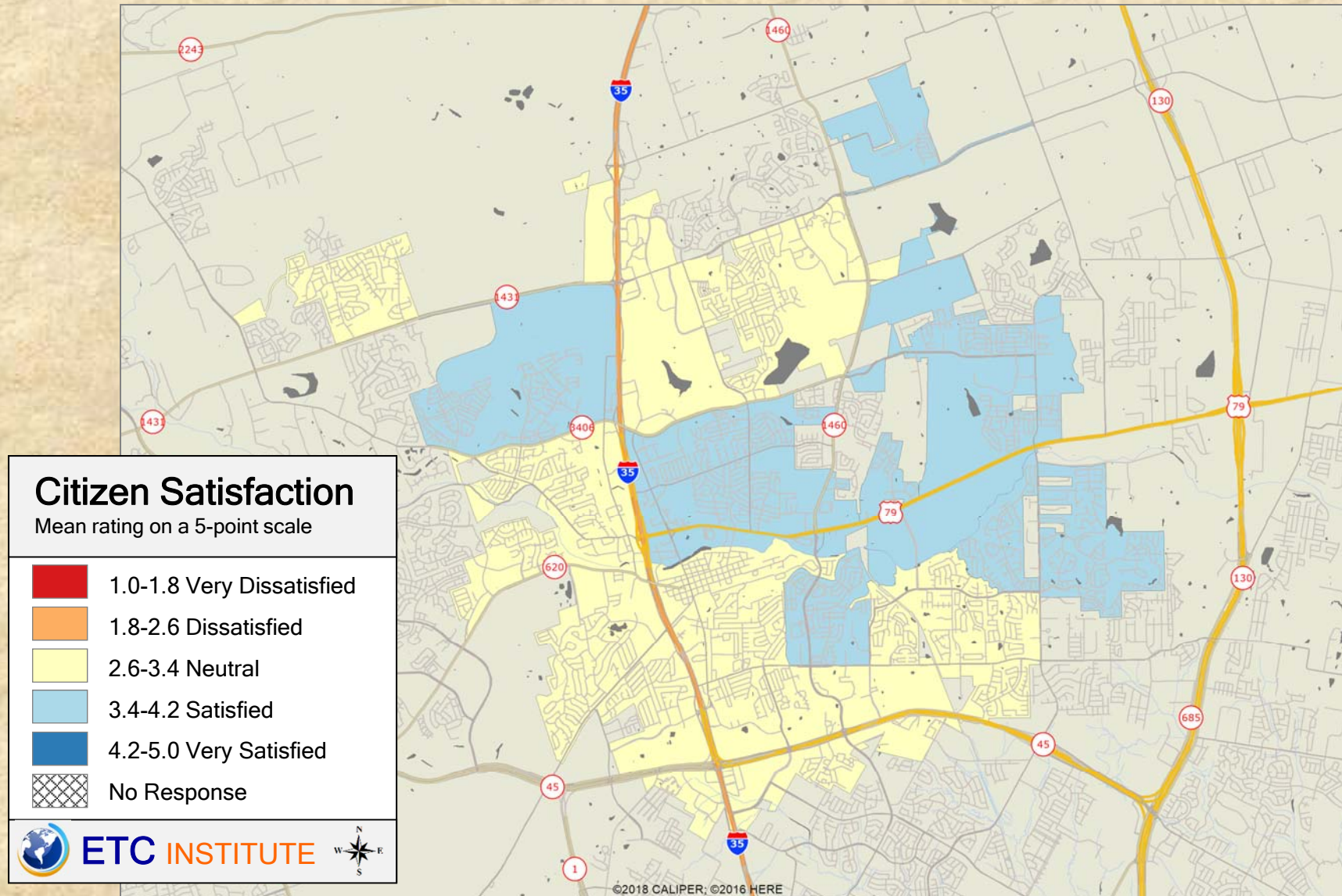
Q12-09 Satisfaction with transit services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

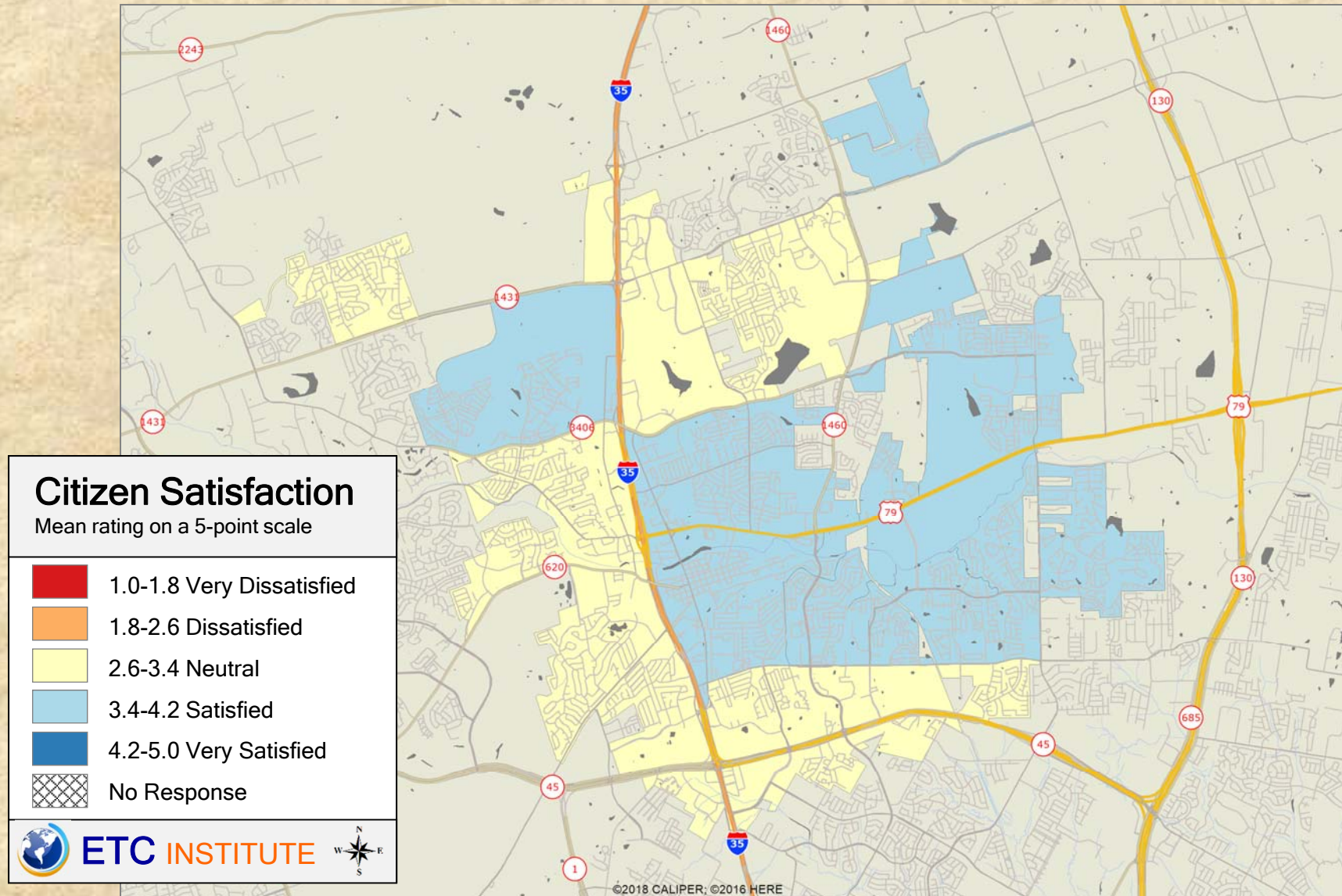
Q14-01 Satisfaction with enforcement of the clean up of junk and debris on private property



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

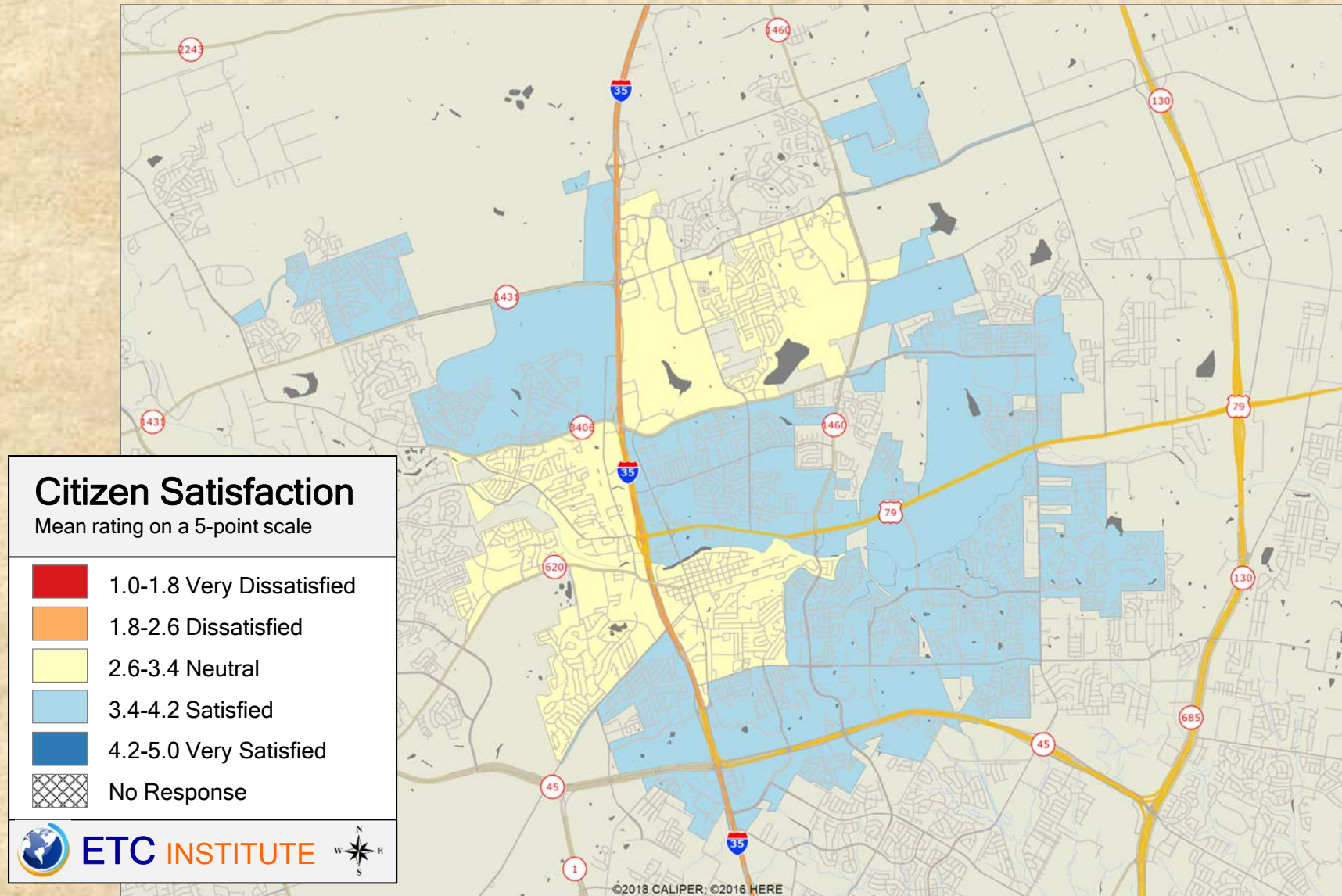
Q14-02 Satisfaction with enforcement of mowing of weeds and grass on private property



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

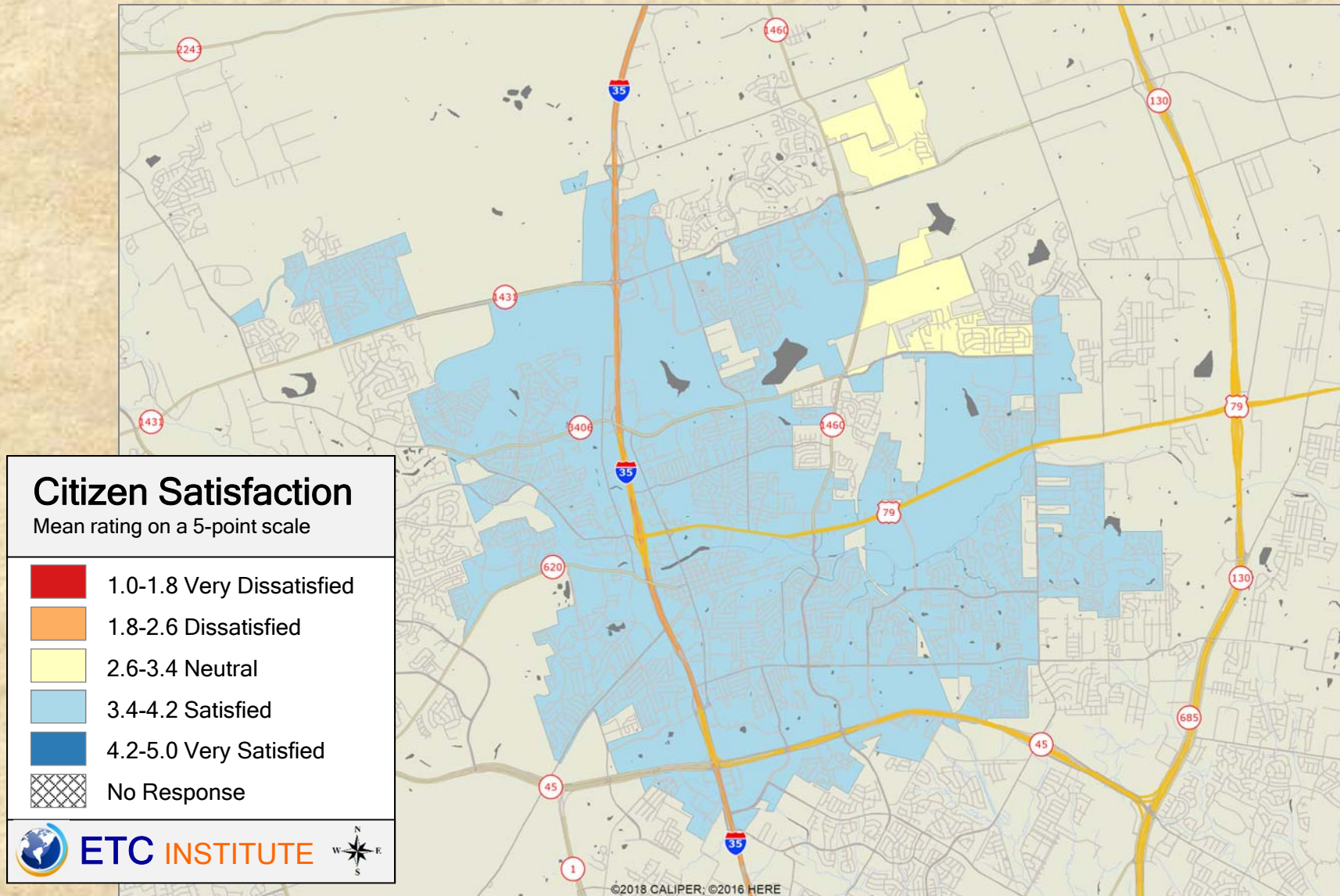
Q14-03 Satisfaction with enforcement of sign regulations



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

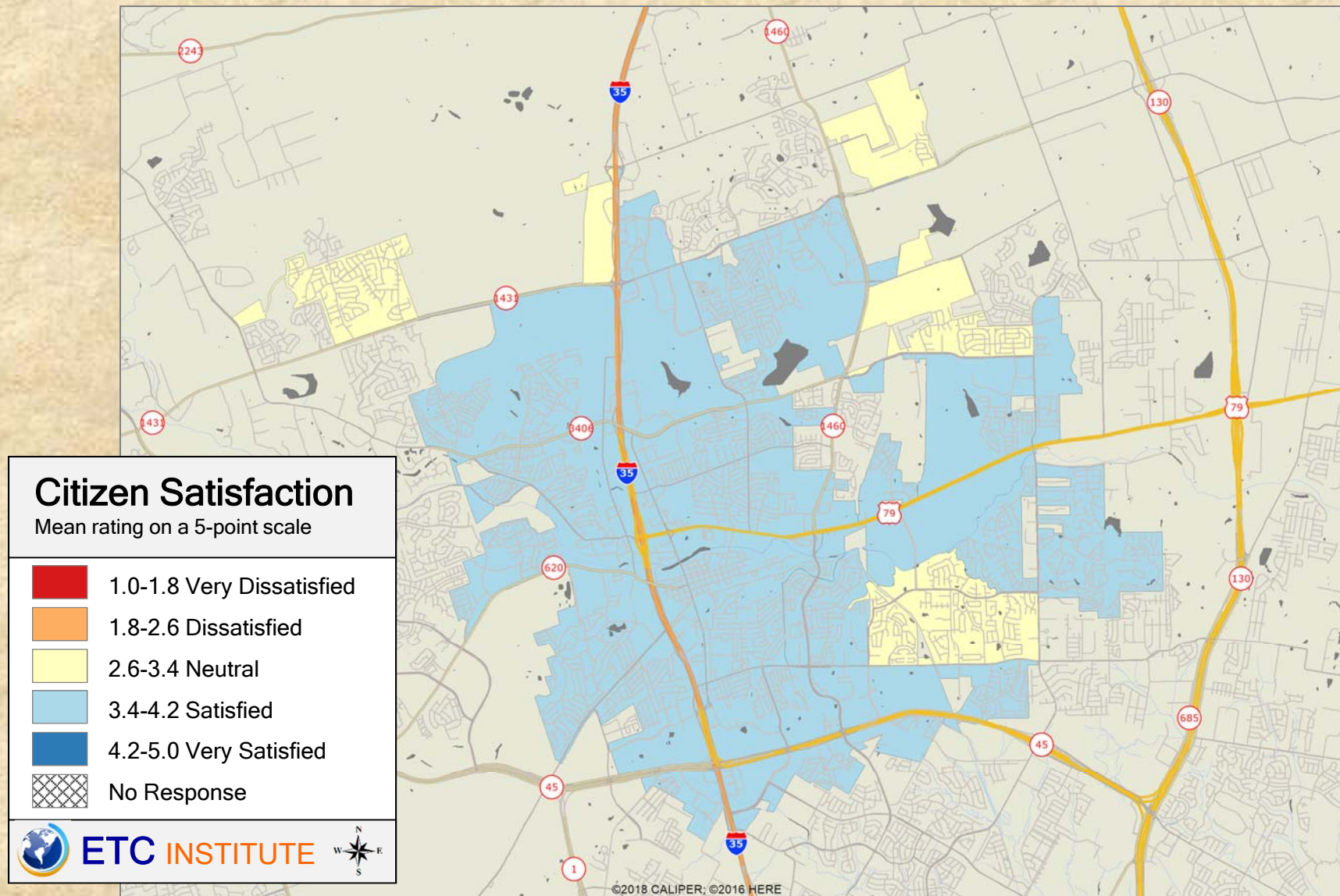
Q16-01 Satisfaction with the availability of information about city programs and services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

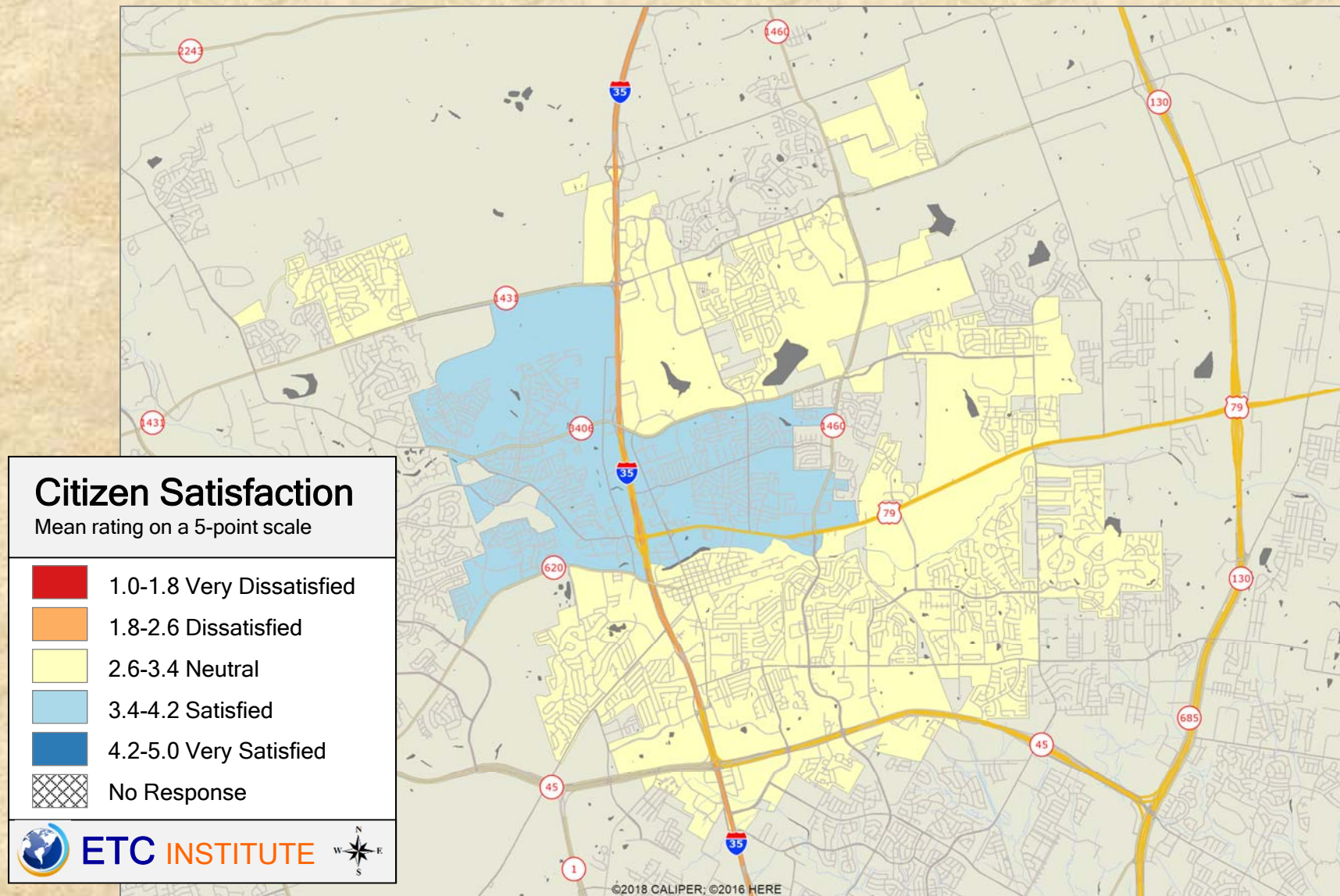
Q16-02 Satisfaction with City efforts to keep residents informed about local issues



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

Q16-03 Satisfaction with the level of public involvement in city decision-making



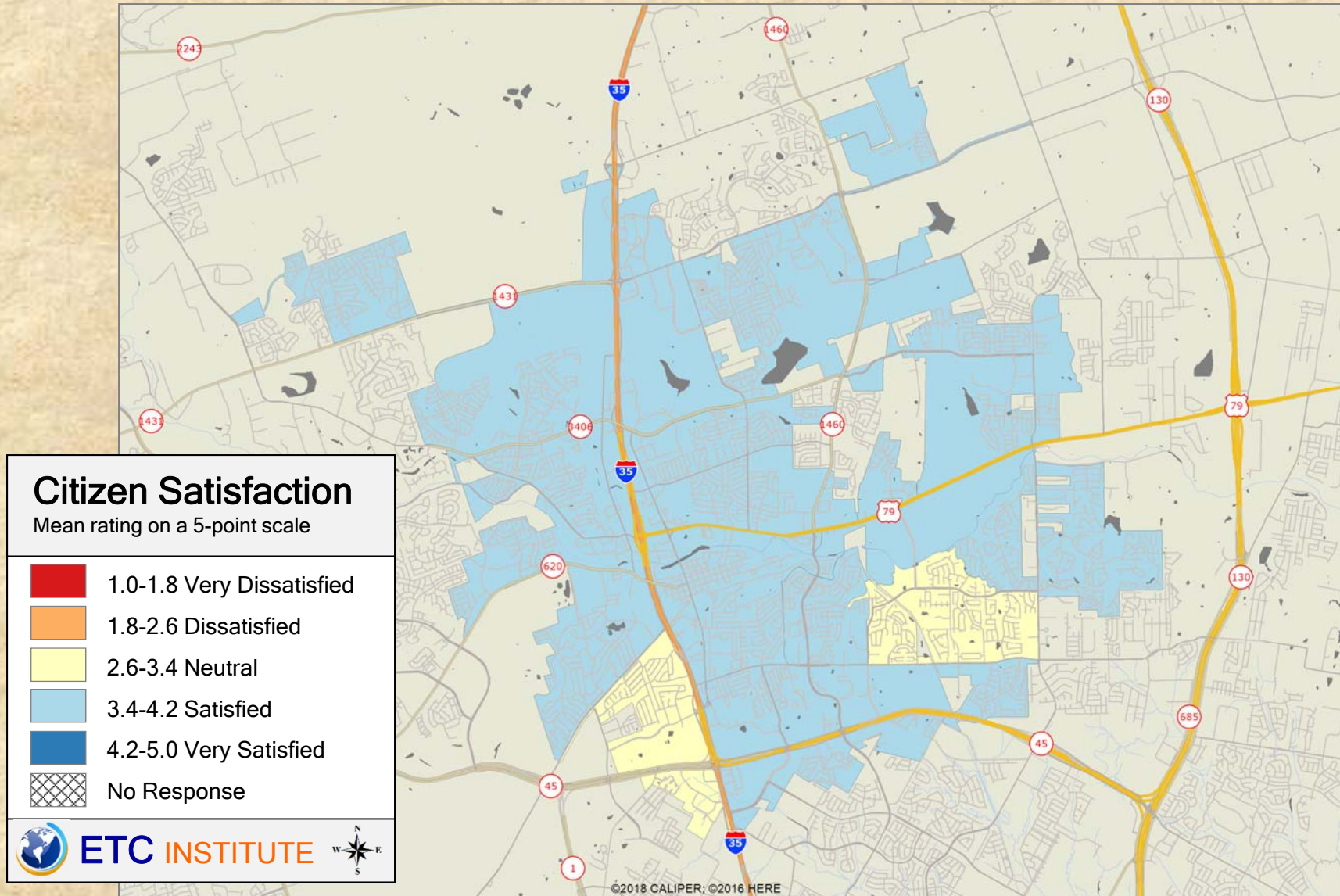
2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)



Shading reflects the mean rating for all respondents by CBGs (merged as needed)

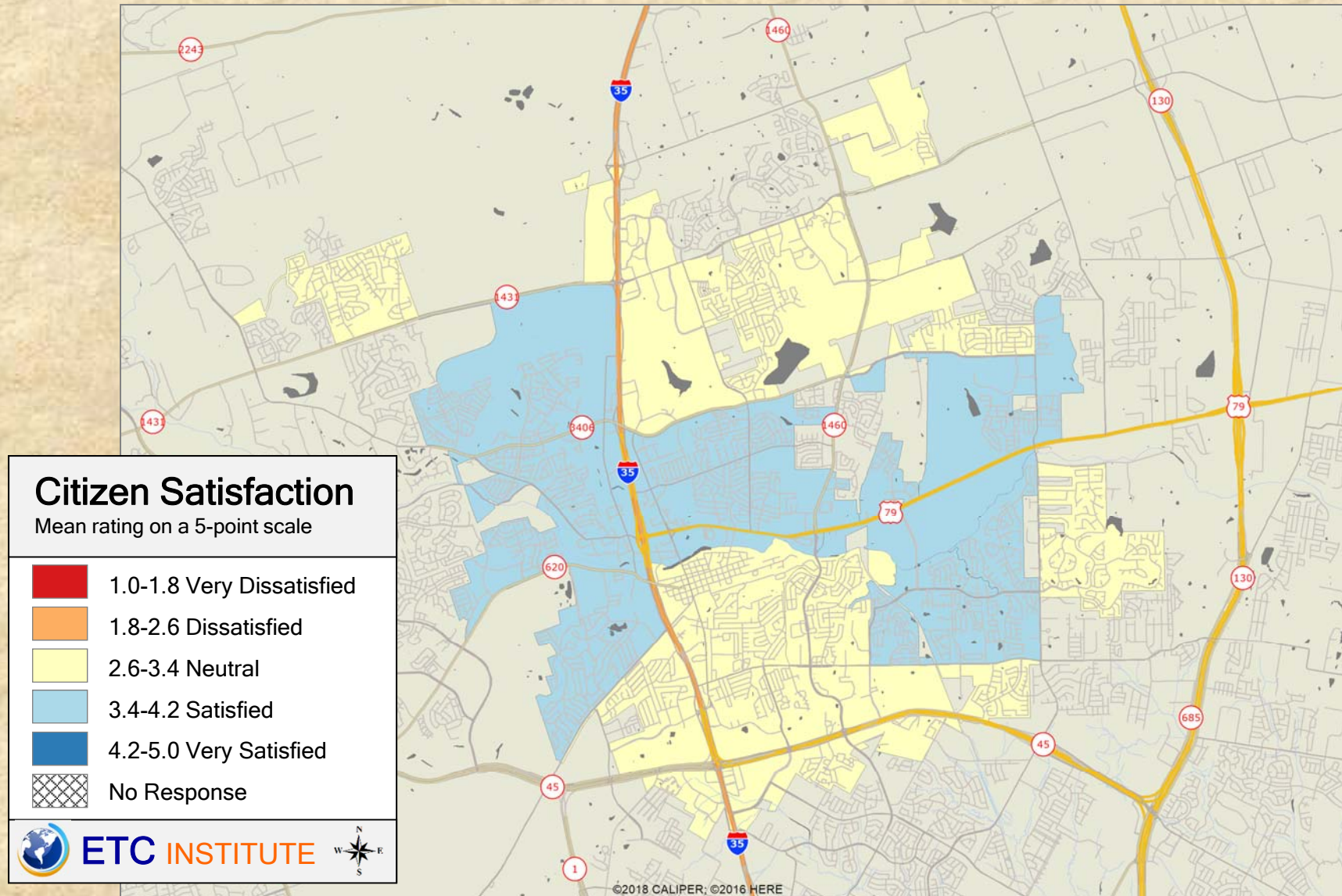
Q16-05 Satisfaction with usefulness of the information that is available on the city's website



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

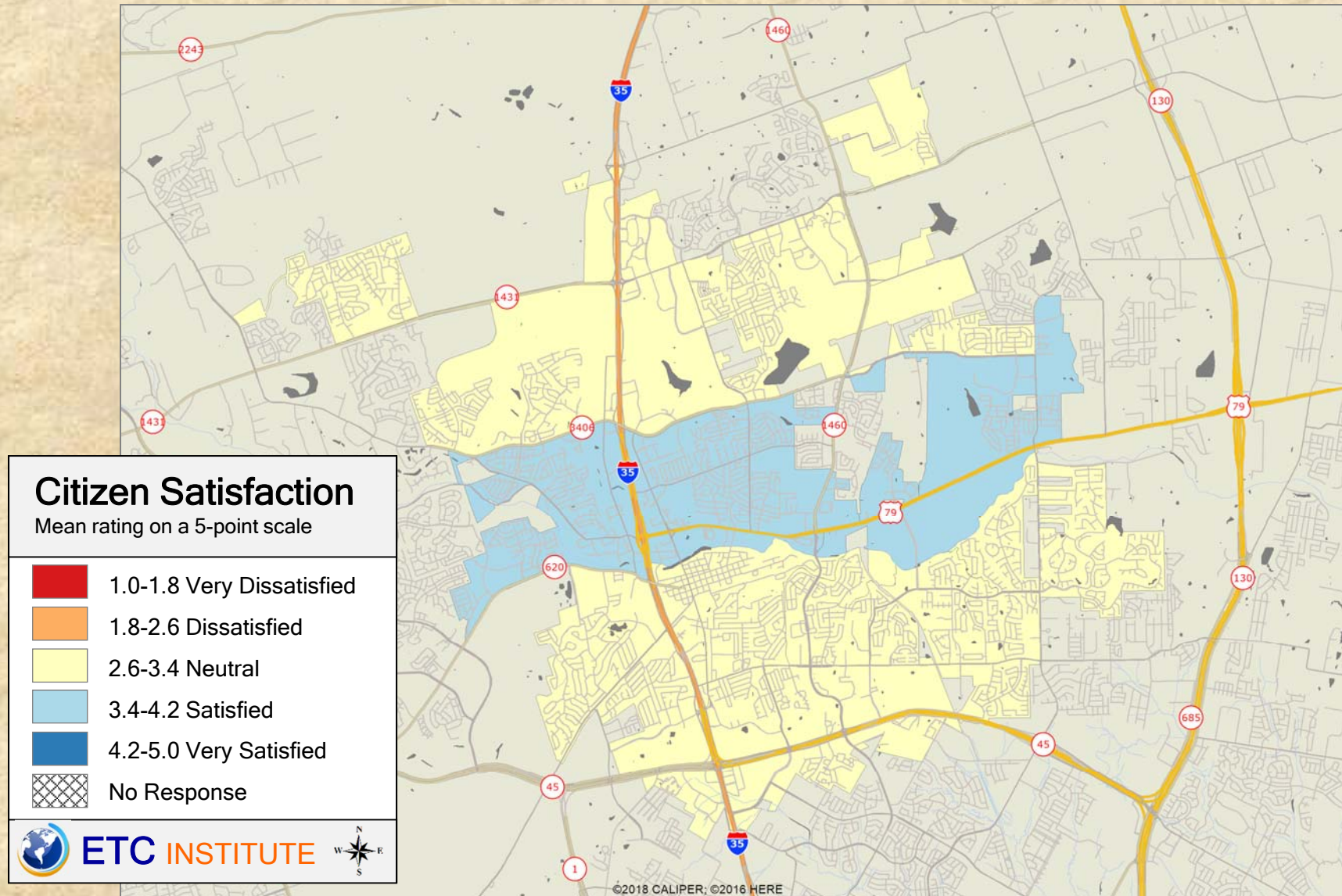
Q16-06 Satisfaction with how well the city listens and responds to the needs of citizens



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

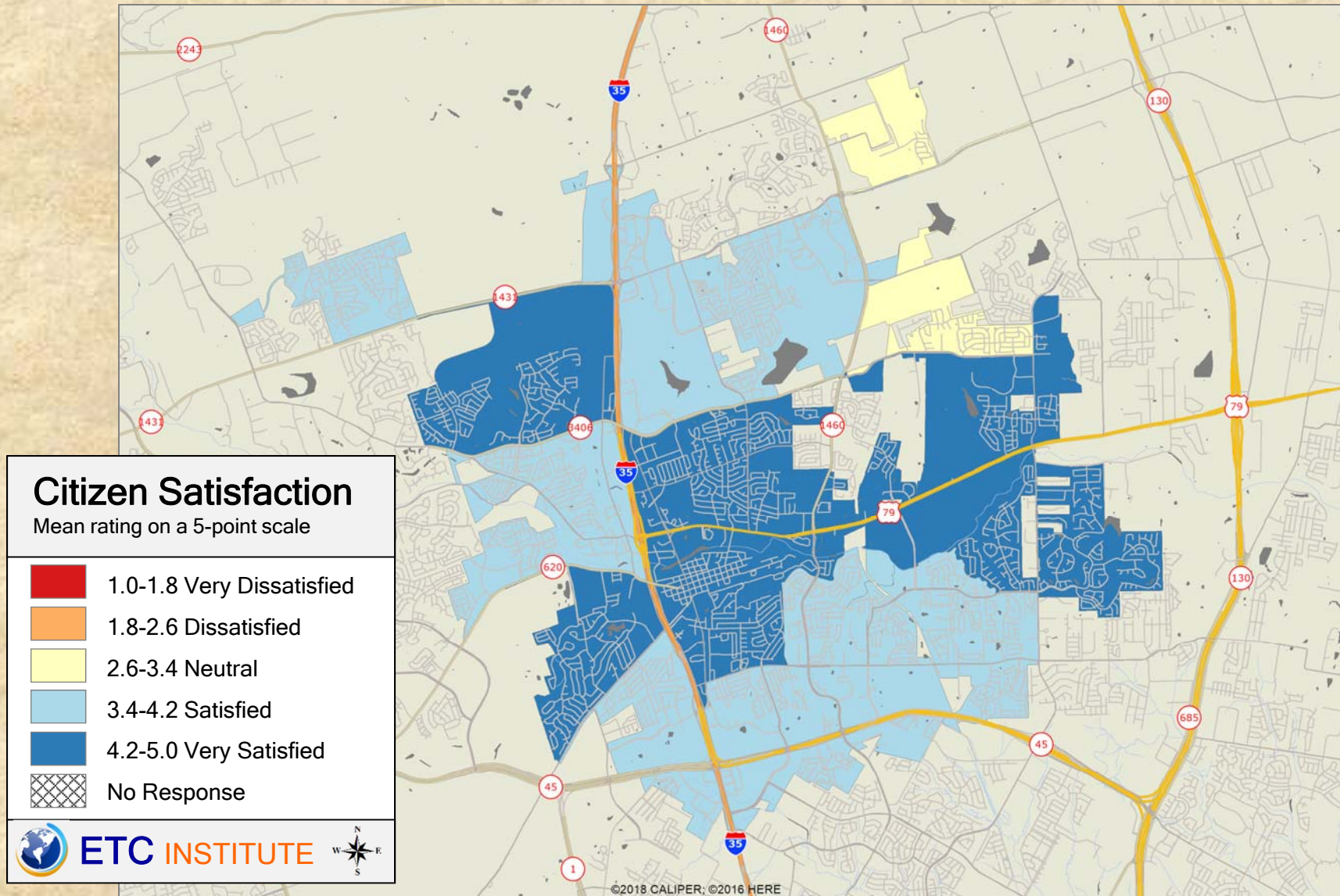
Q16-07 Satisfaction with City storm water education and outreach efforts



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

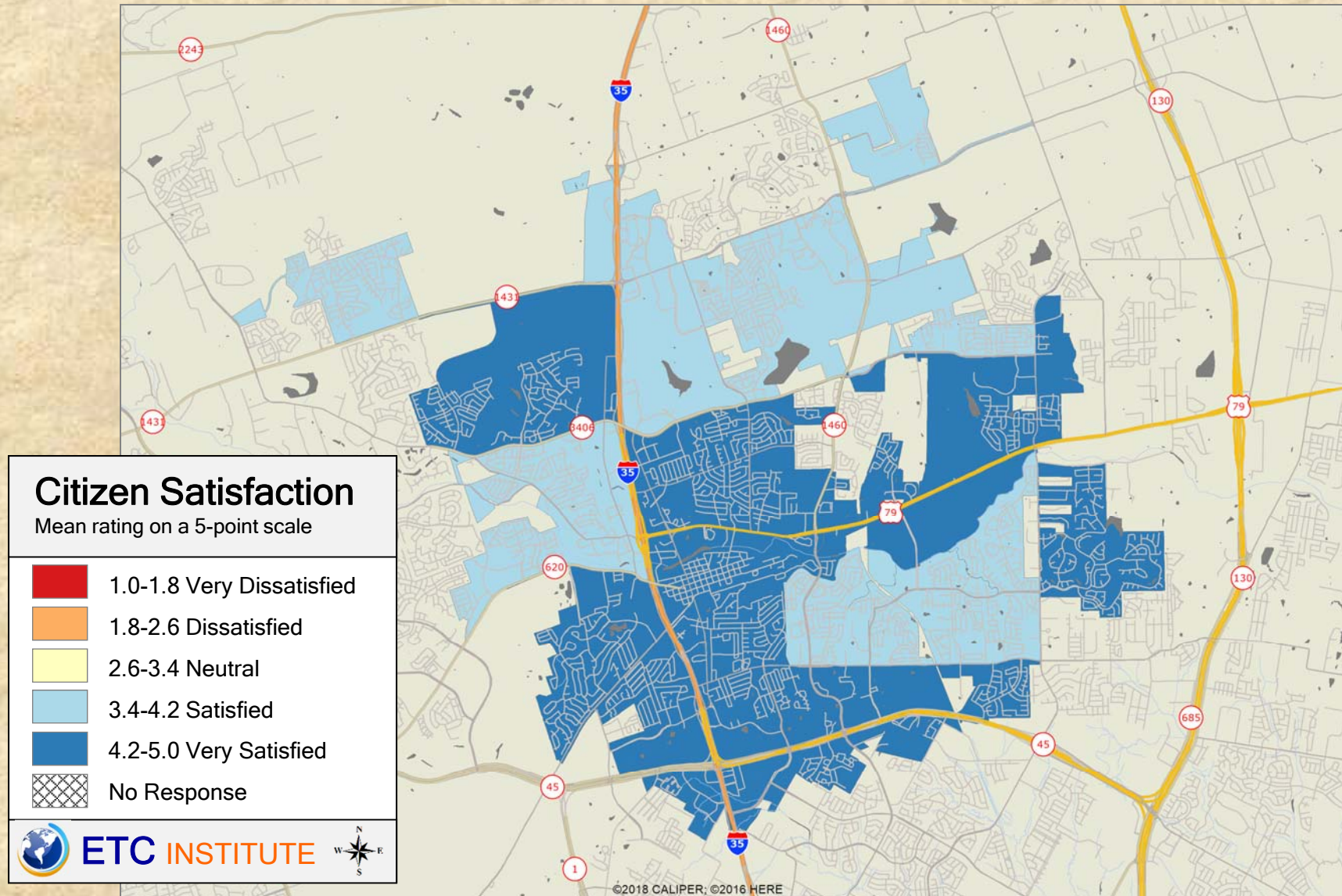
Q20b-01 Satisfaction with how easy city employees were to contact



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

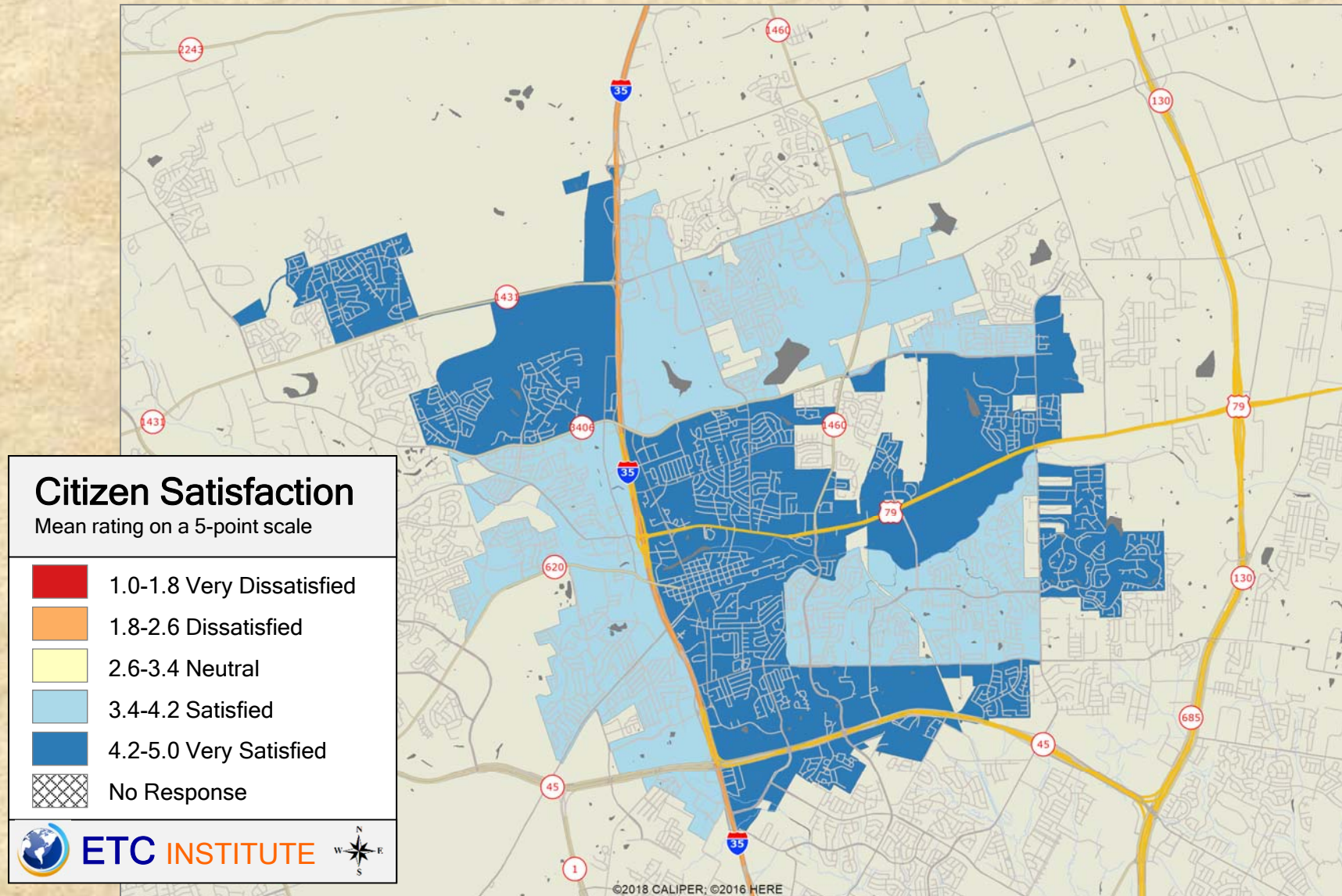
Q20b-02 Satisfaction with the way city employees treated customers



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

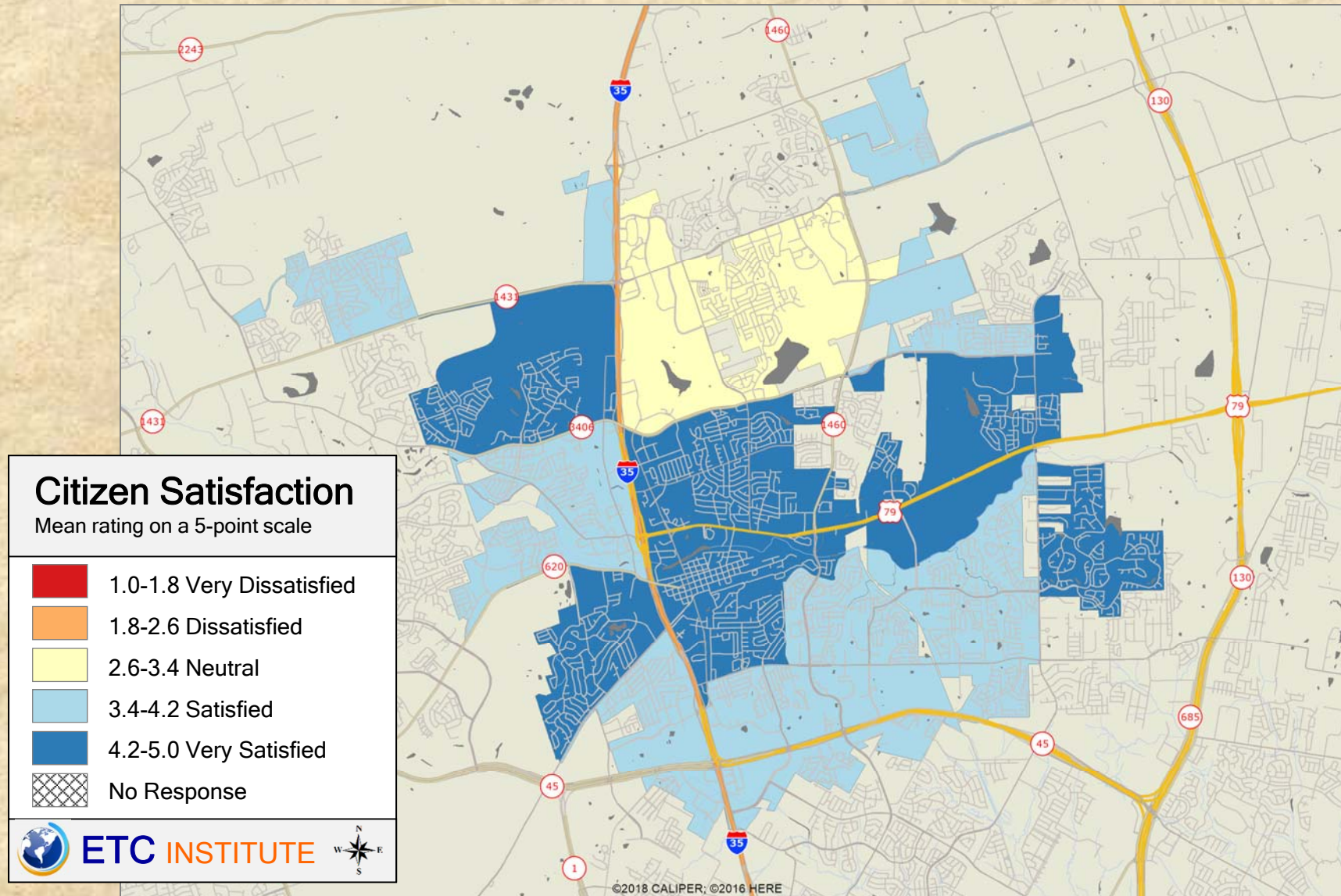
Q20b-03 Satisfaction with the accuracy of the information and the assistance given by city employees



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

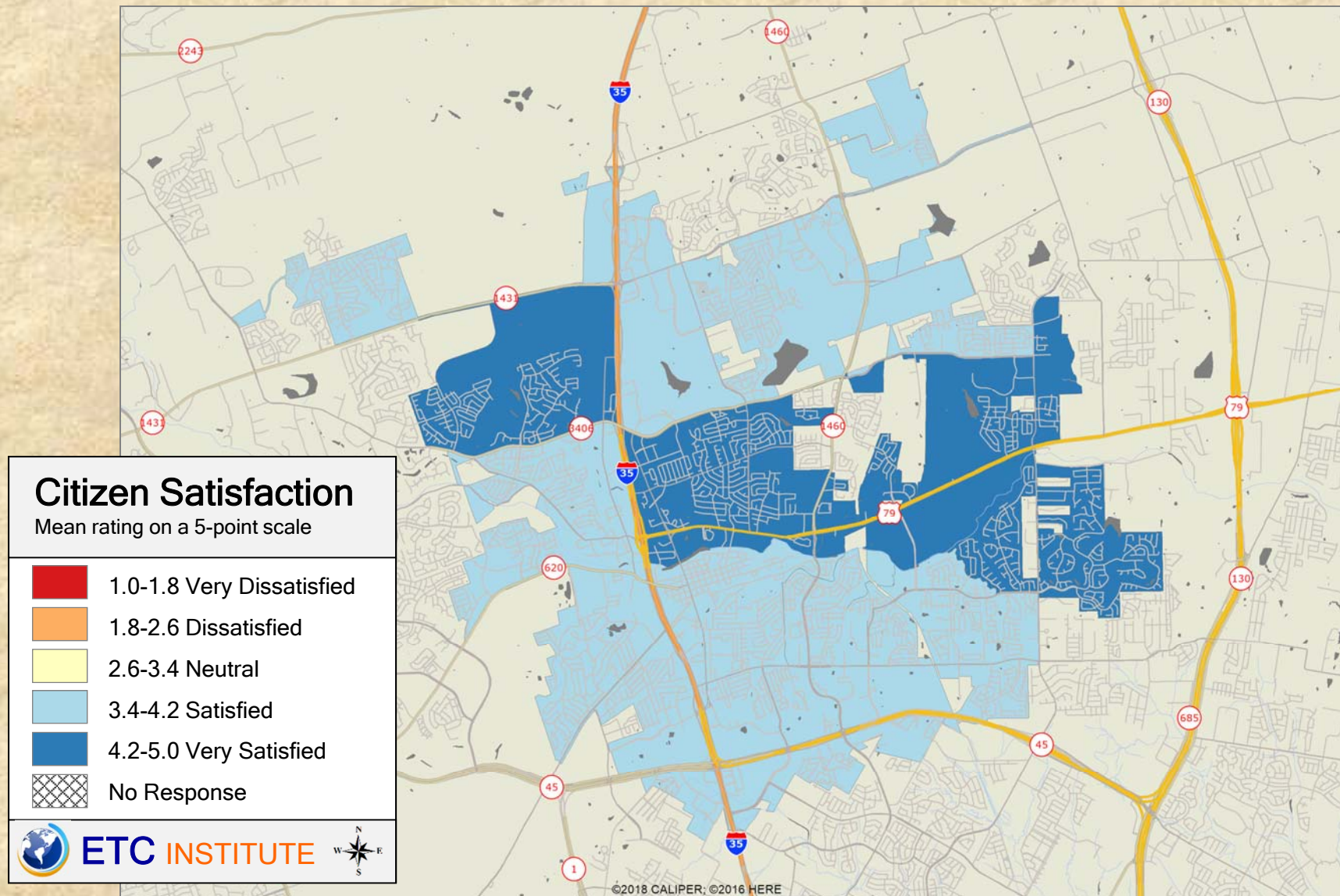
Q20b-04 Satisfaction with how quickly city staff responded to requests



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

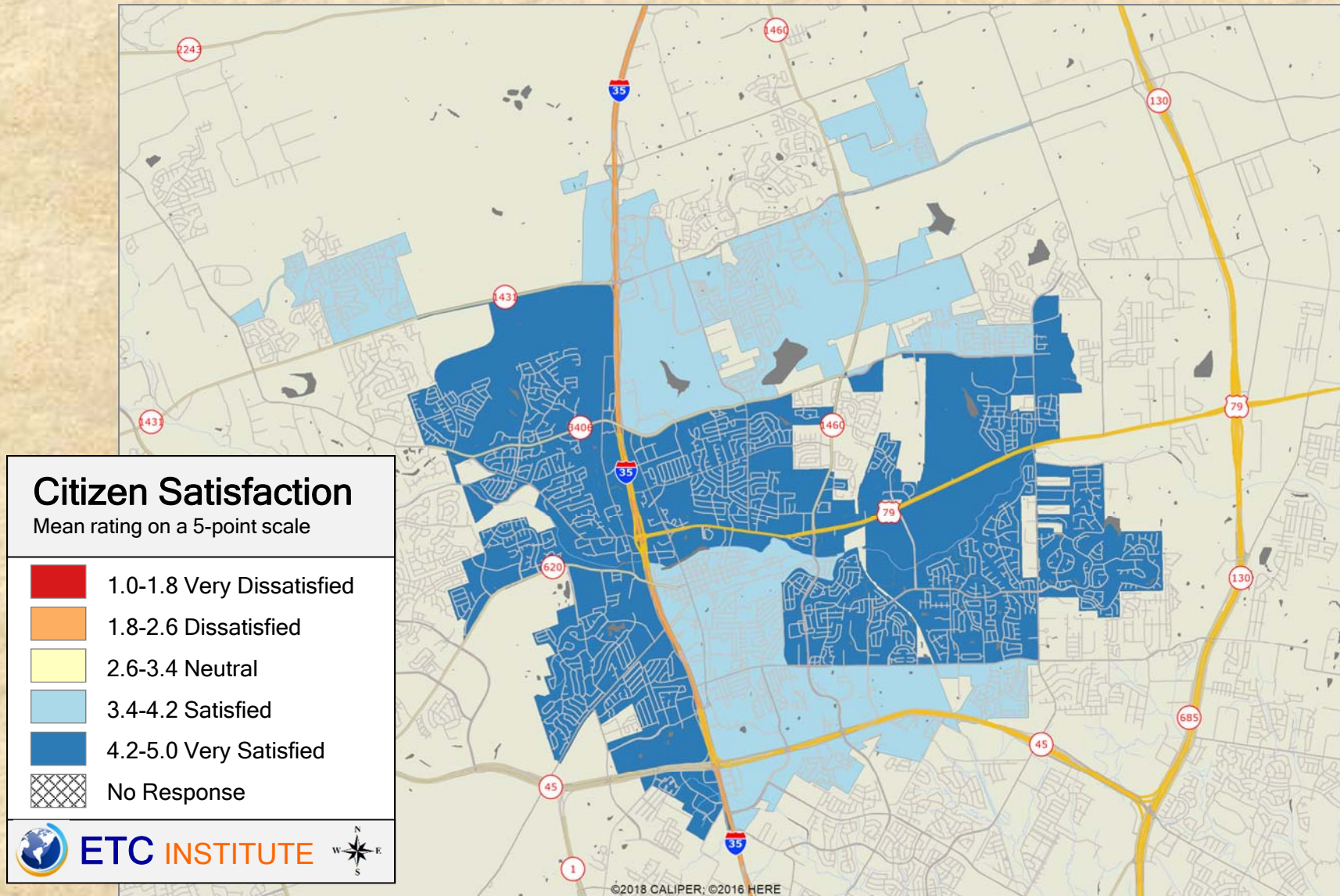
Q20b-05 Satisfaction with how well issue was handled by city employees



2018 City of Round Rock Citizen Survey

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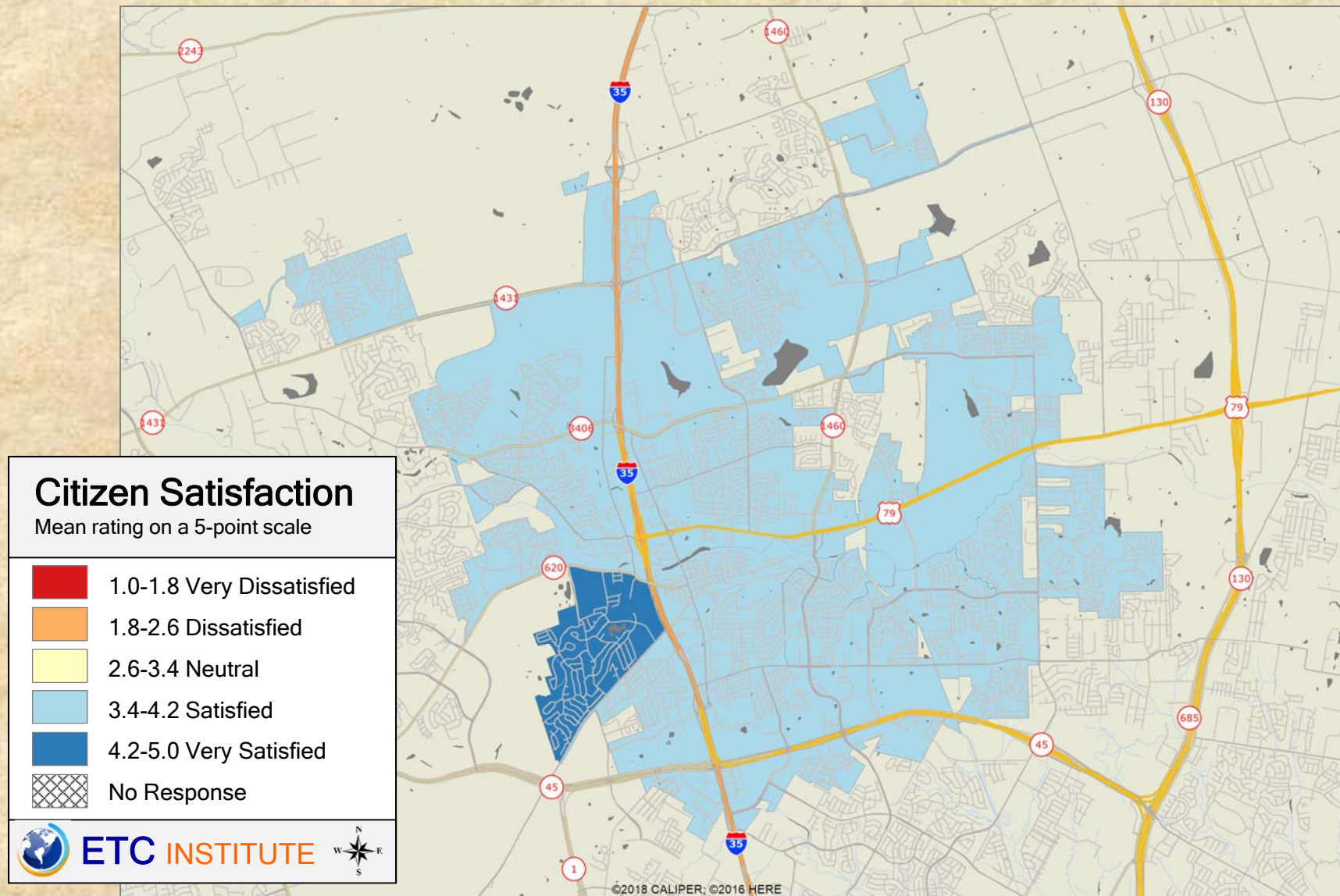
Q21-01 Satisfaction with residential trash garbage collection services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

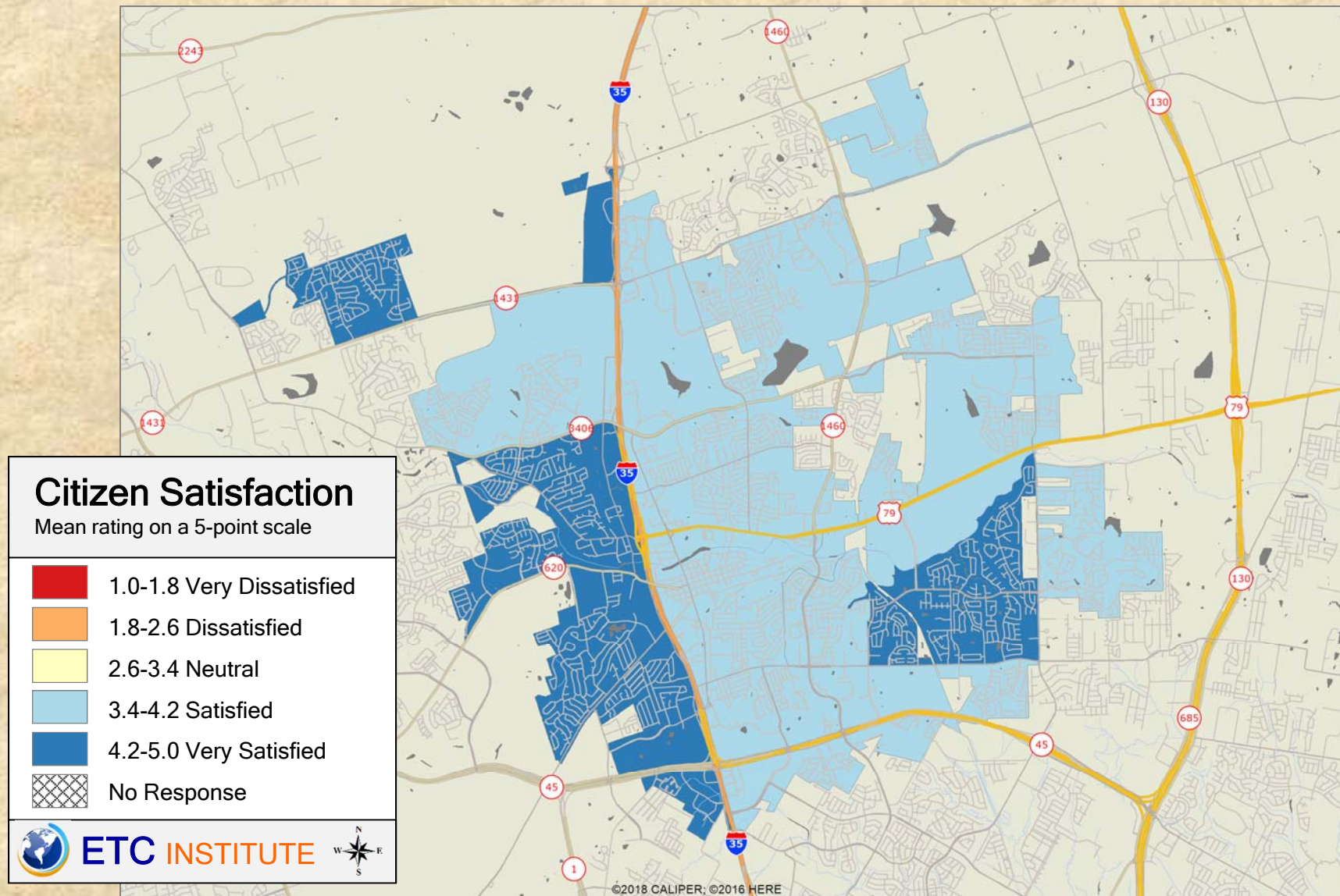
Q21-02 Satisfaction with bulky item pick up/removal services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

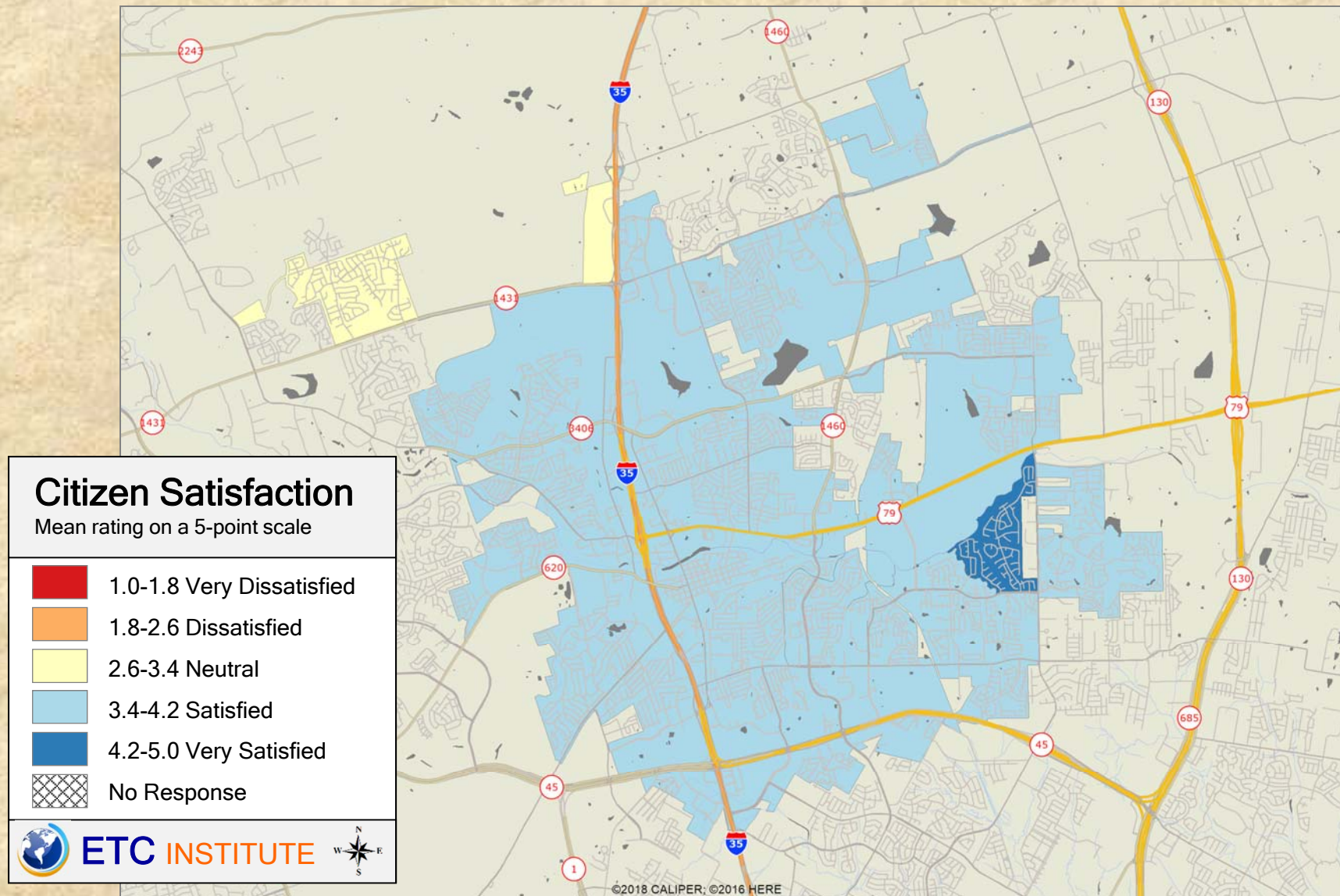
Q21-03 Satisfaction with recycling services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

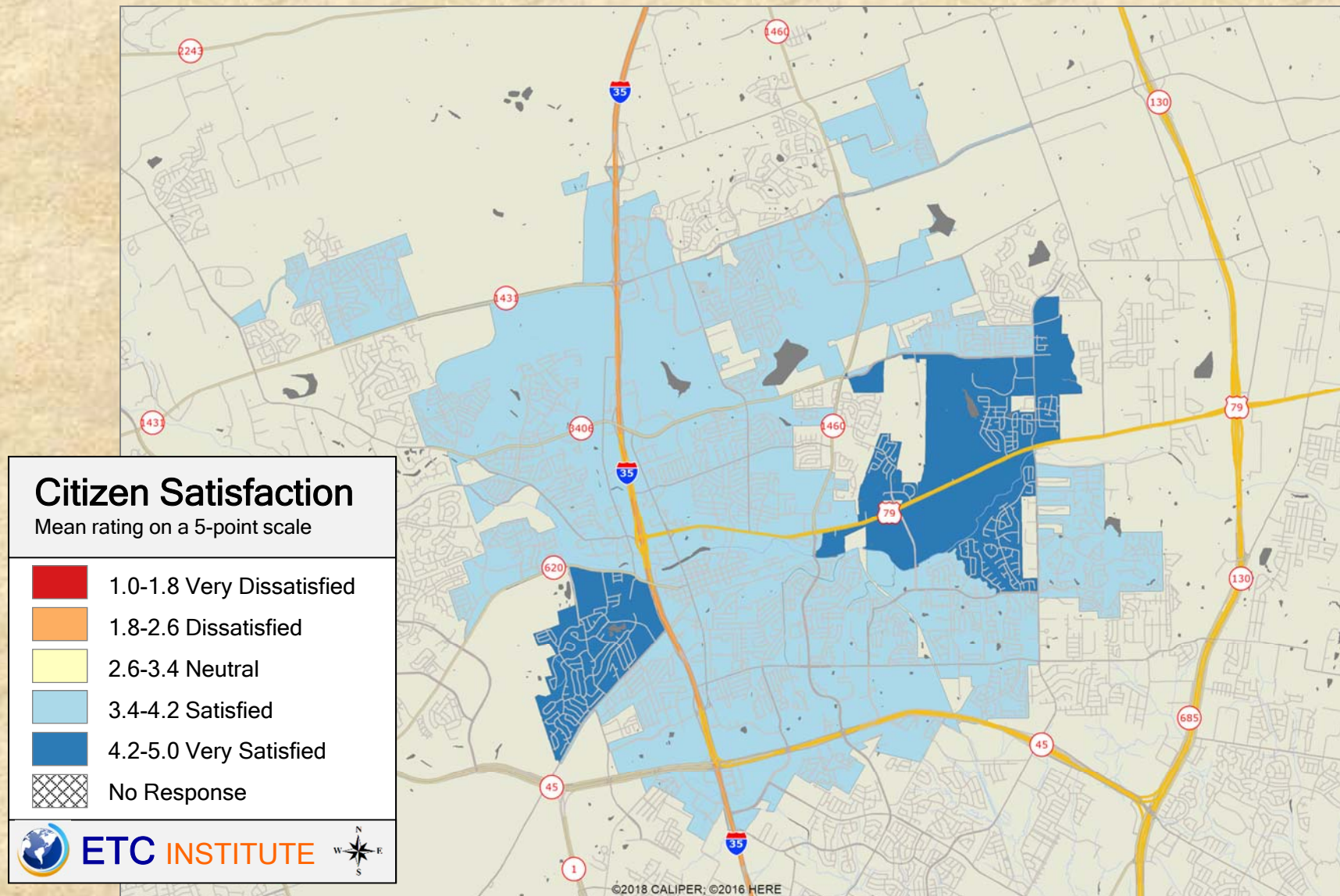
Q21-04 Satisfaction with yard waste collection services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

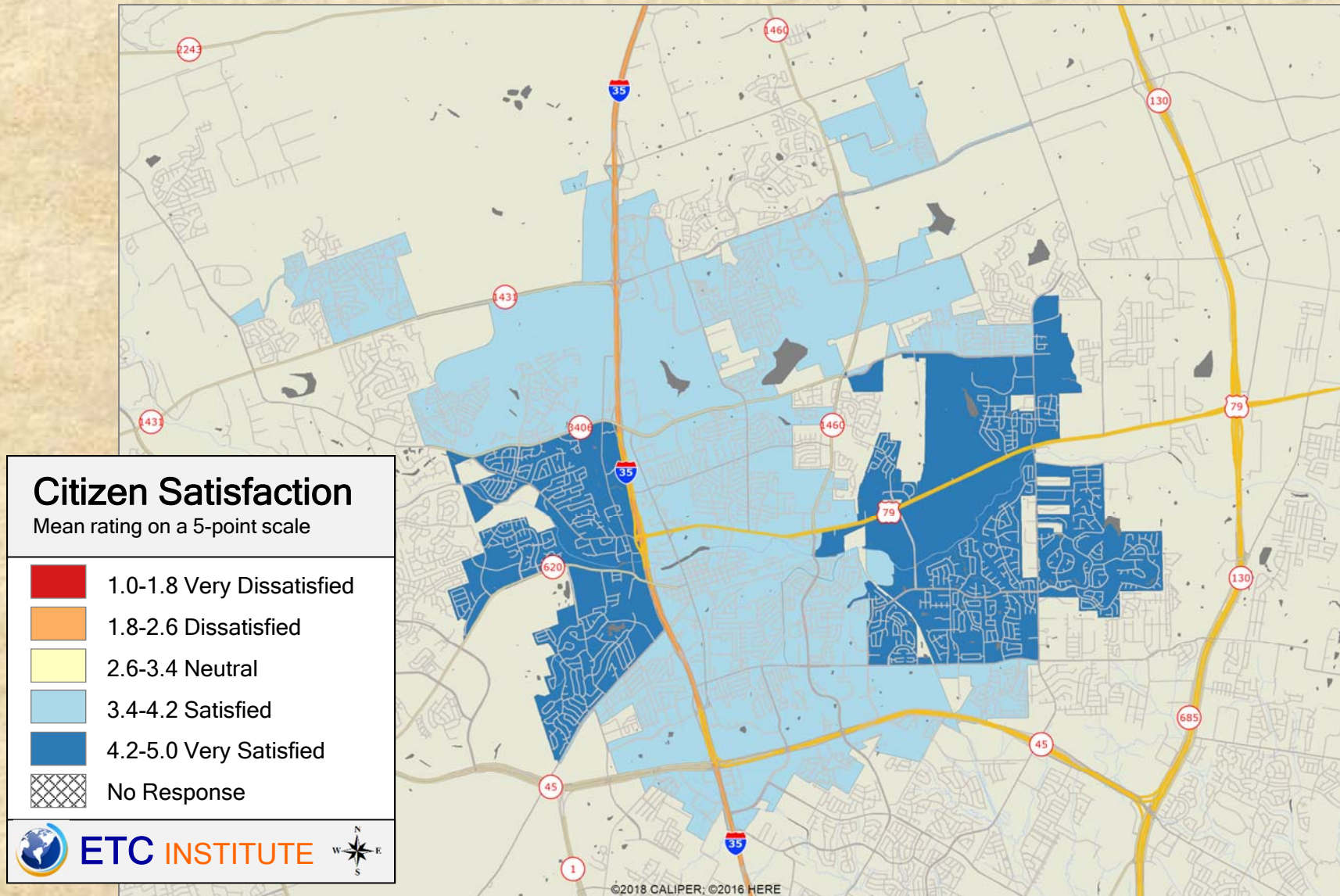
Q21-05 Satisfaction with drinking water services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

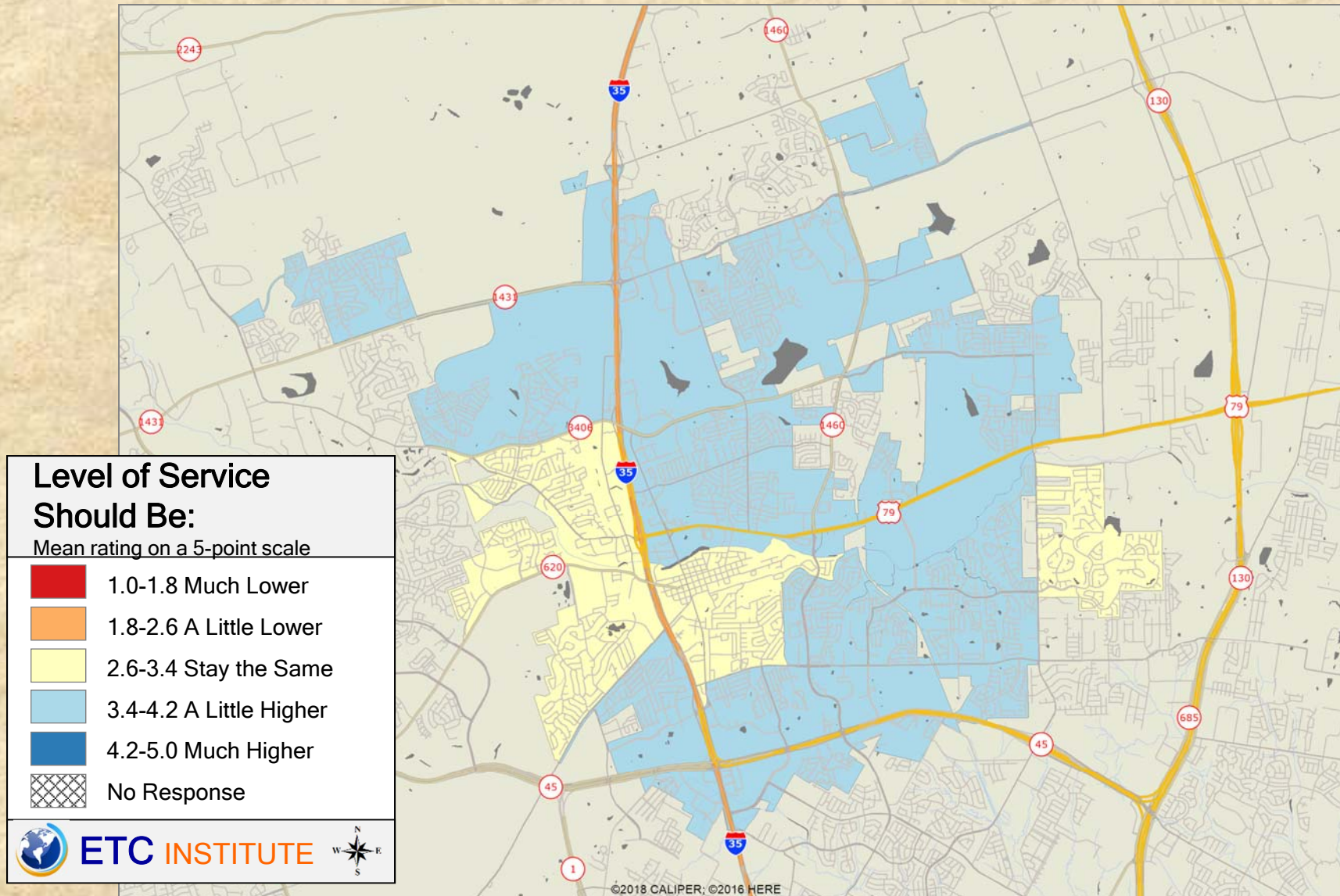
Q21-06 Satisfaction with wastewater (sewer) services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

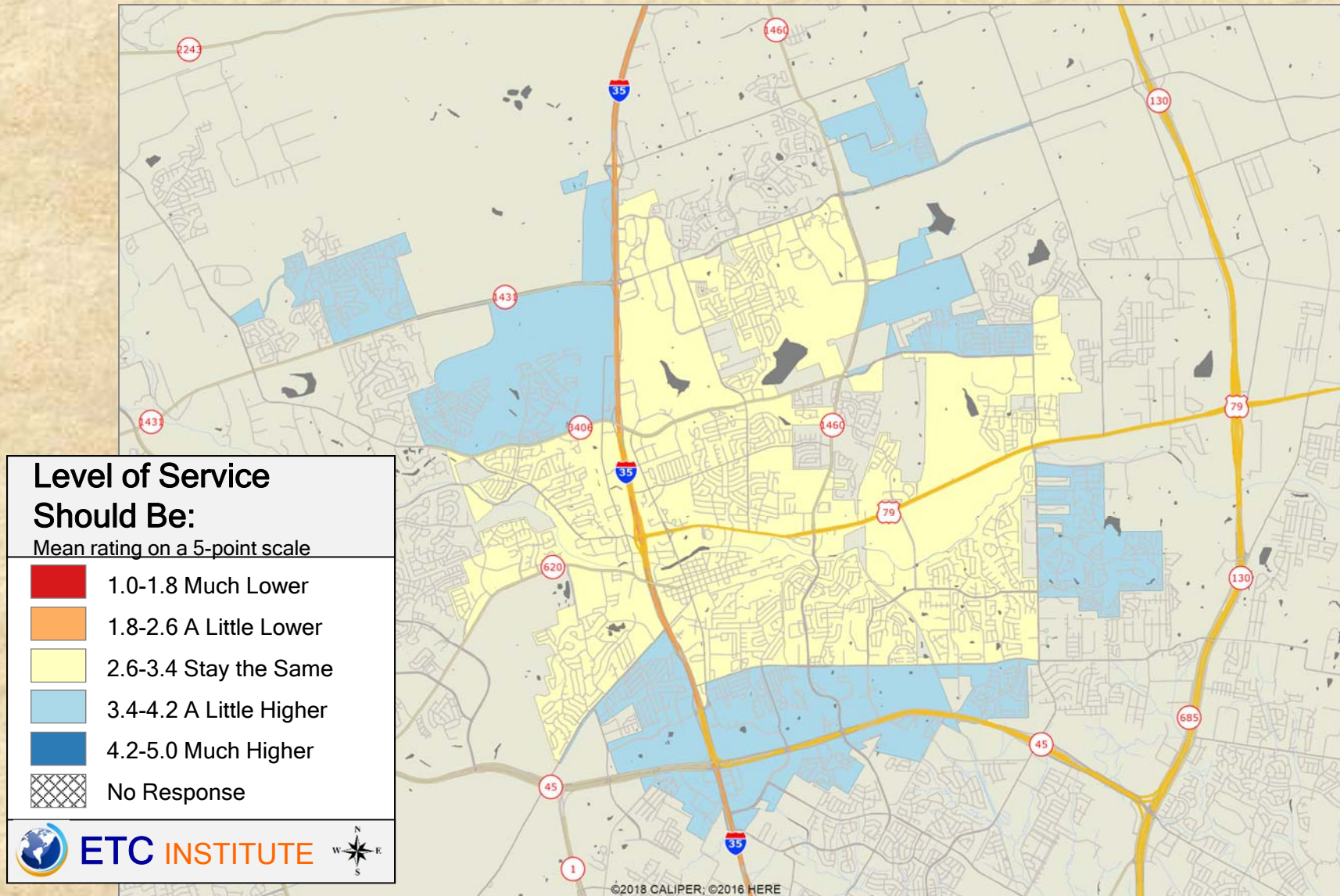
Q22-01 Level of library services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

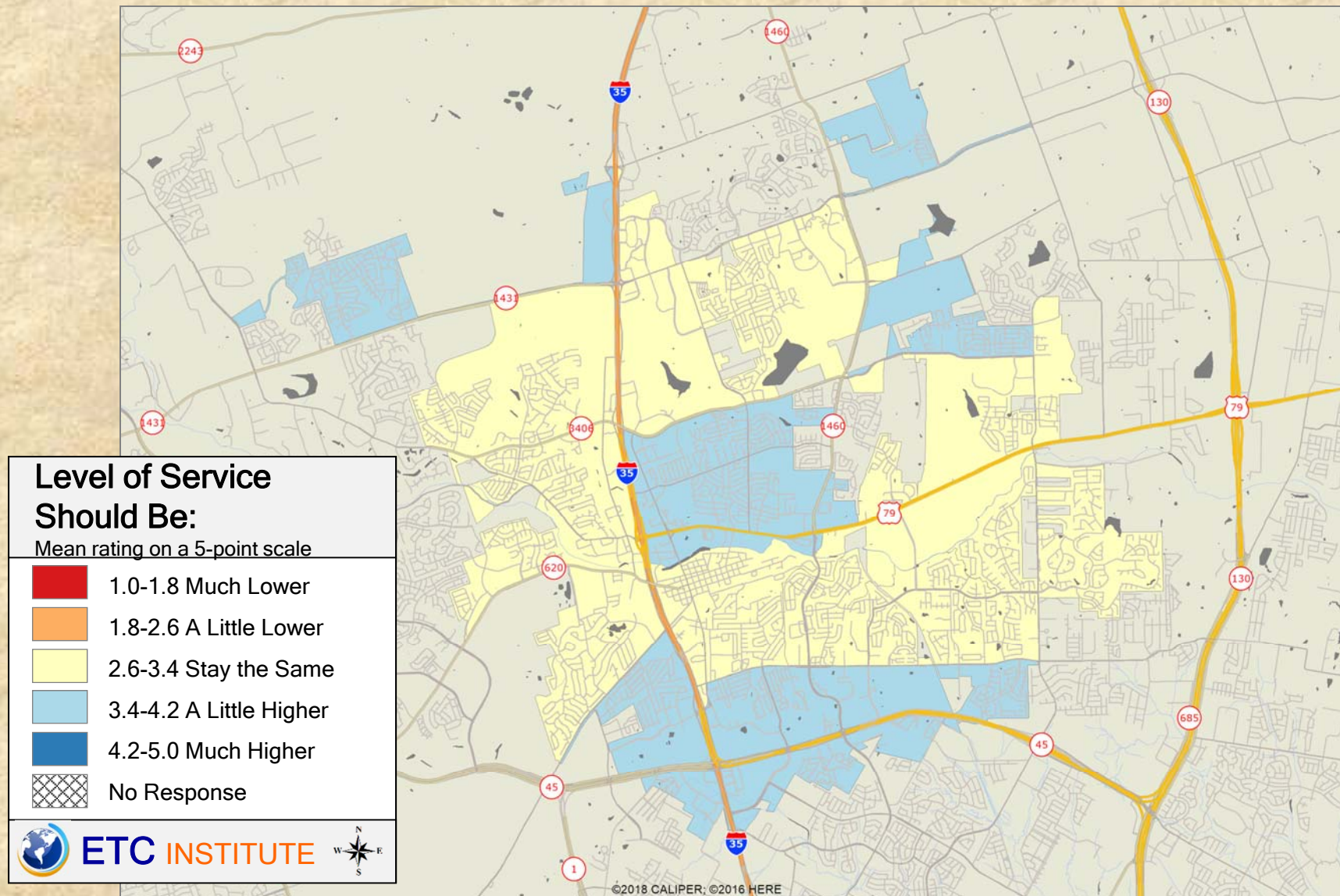
Q22-02 Level of law enforcement



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

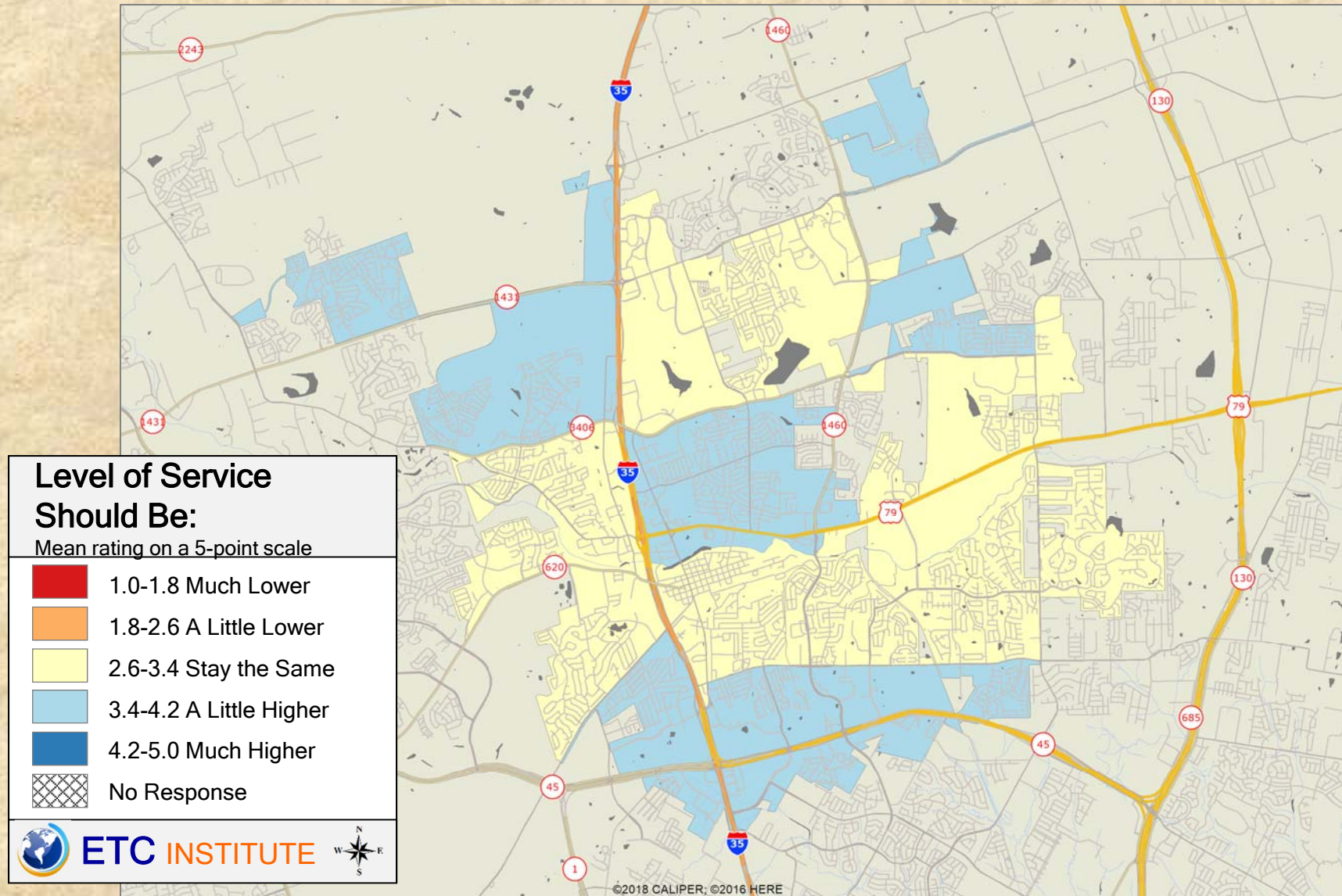
Q22-03 Level of fire response



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

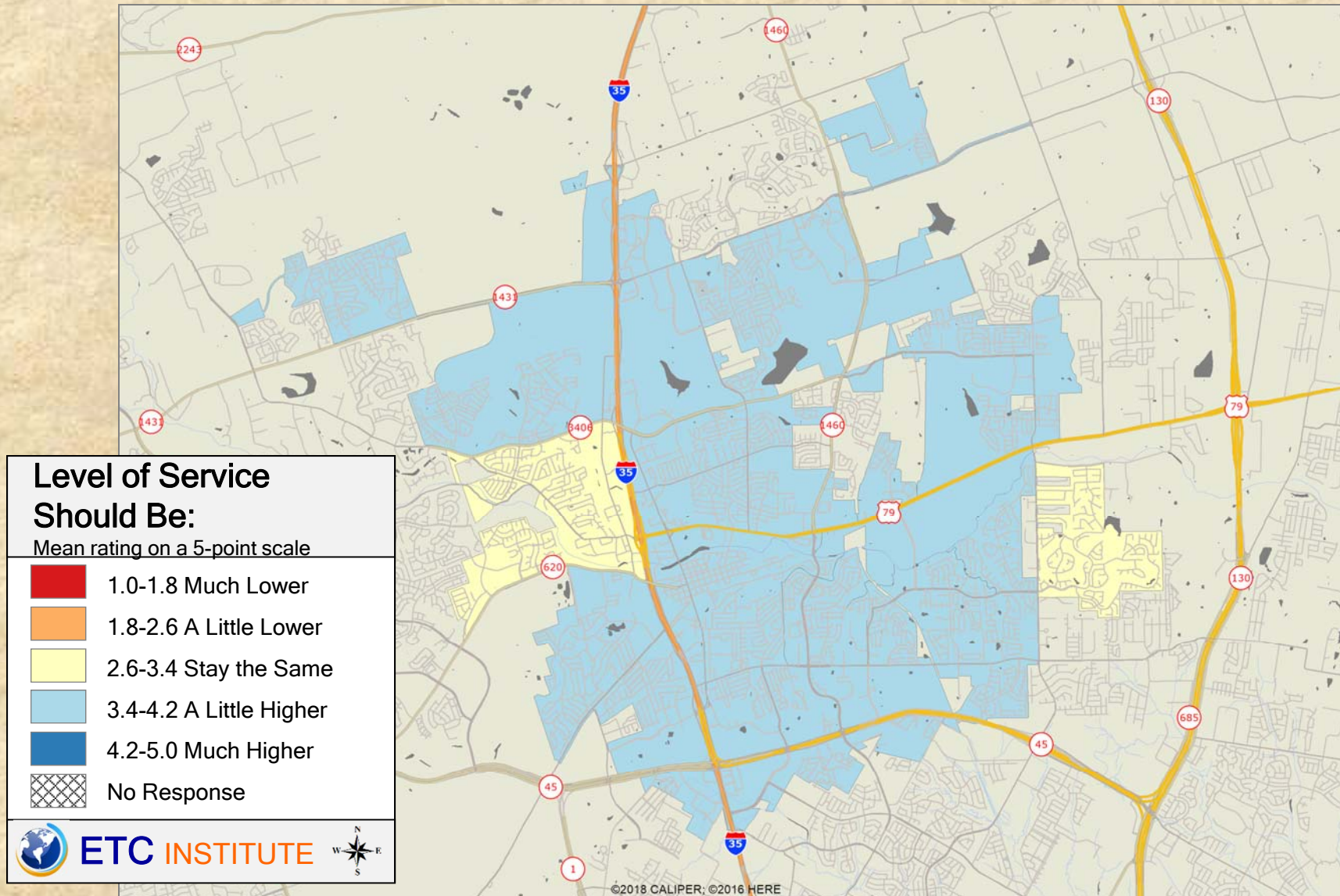
Q22-04 Level of emergency medical services



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

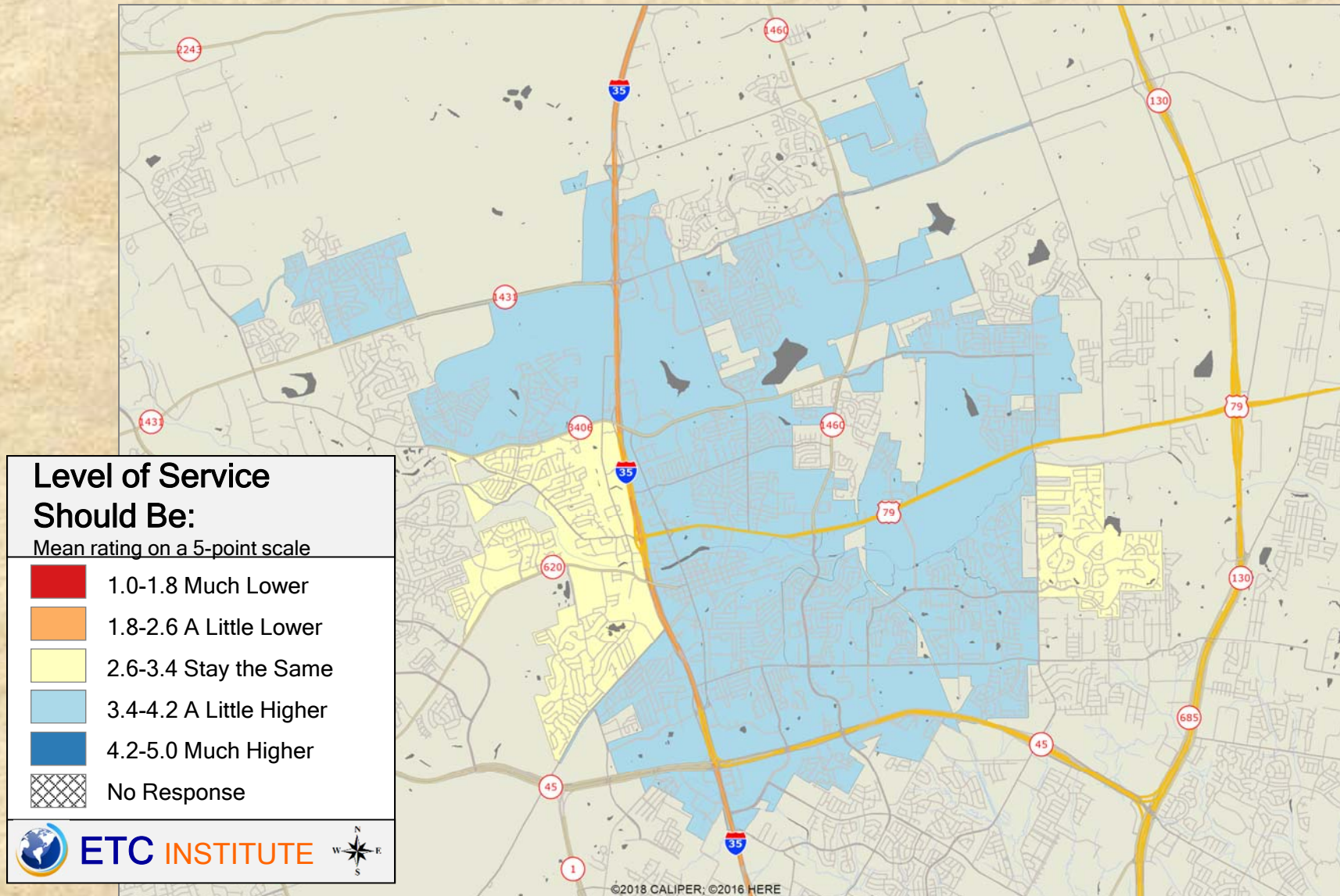
Q22-05 Level of parks and open space



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

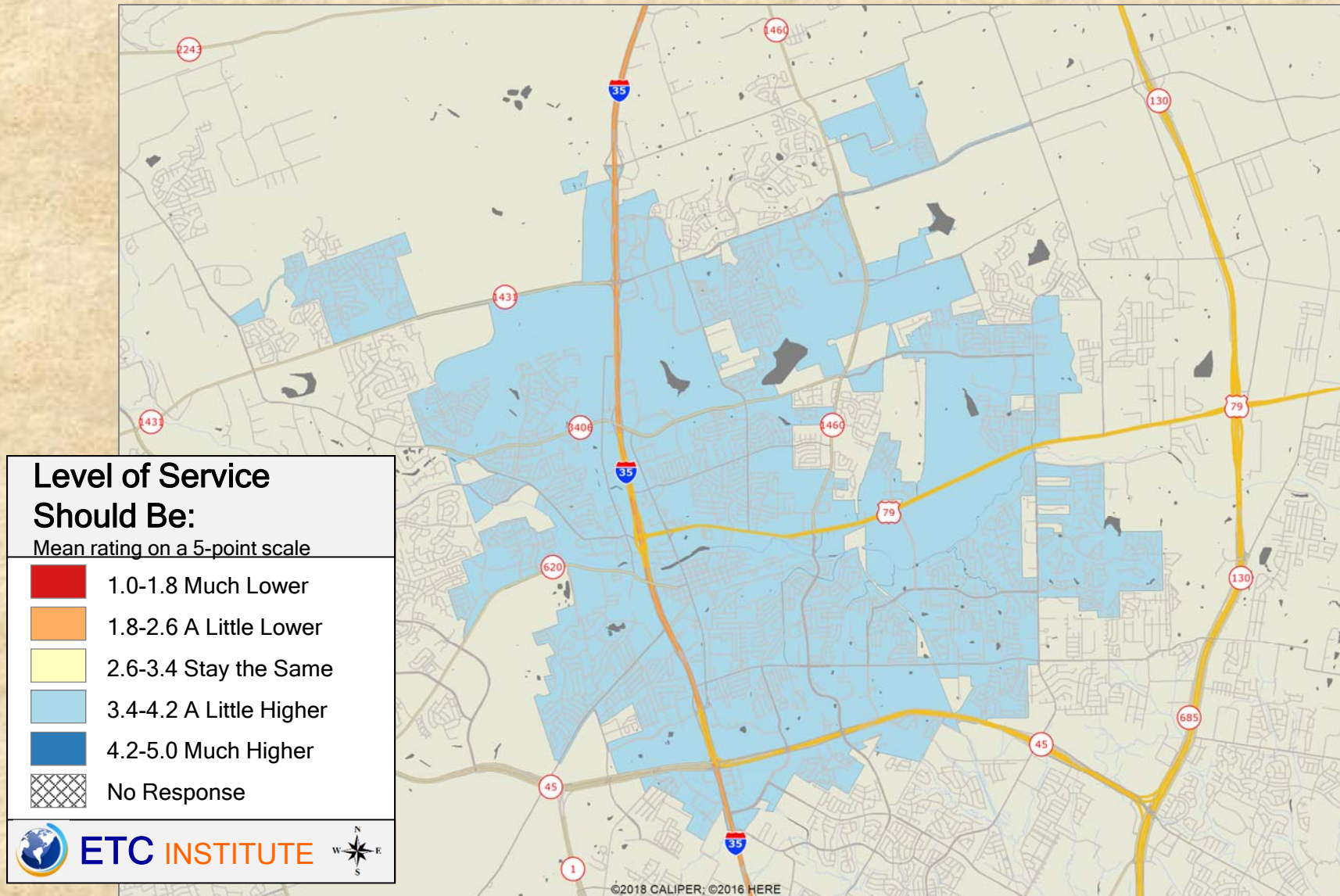
Q22-06 Level of recreation activities



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

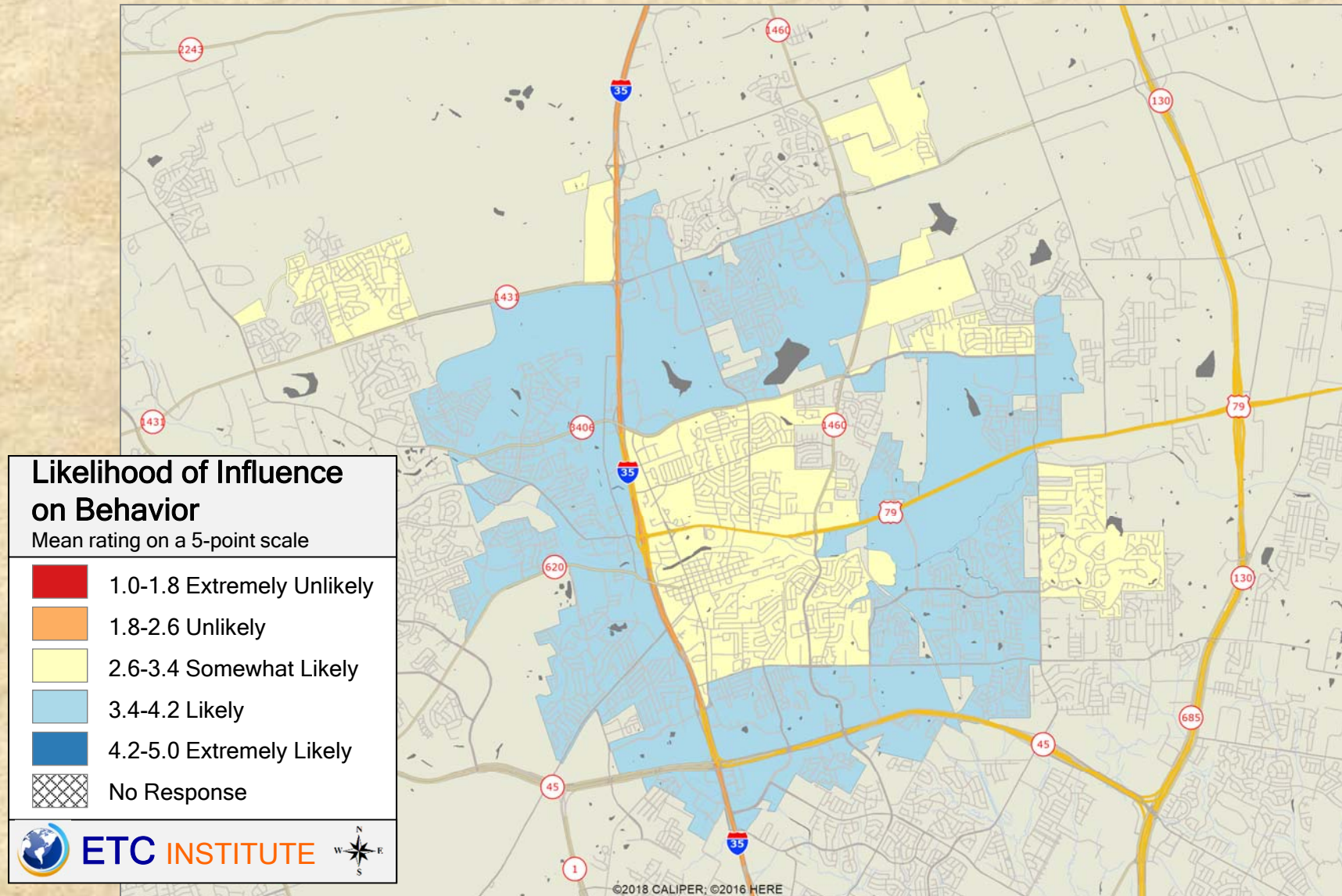
Q22-07 Level of maintenance of infrastructure



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

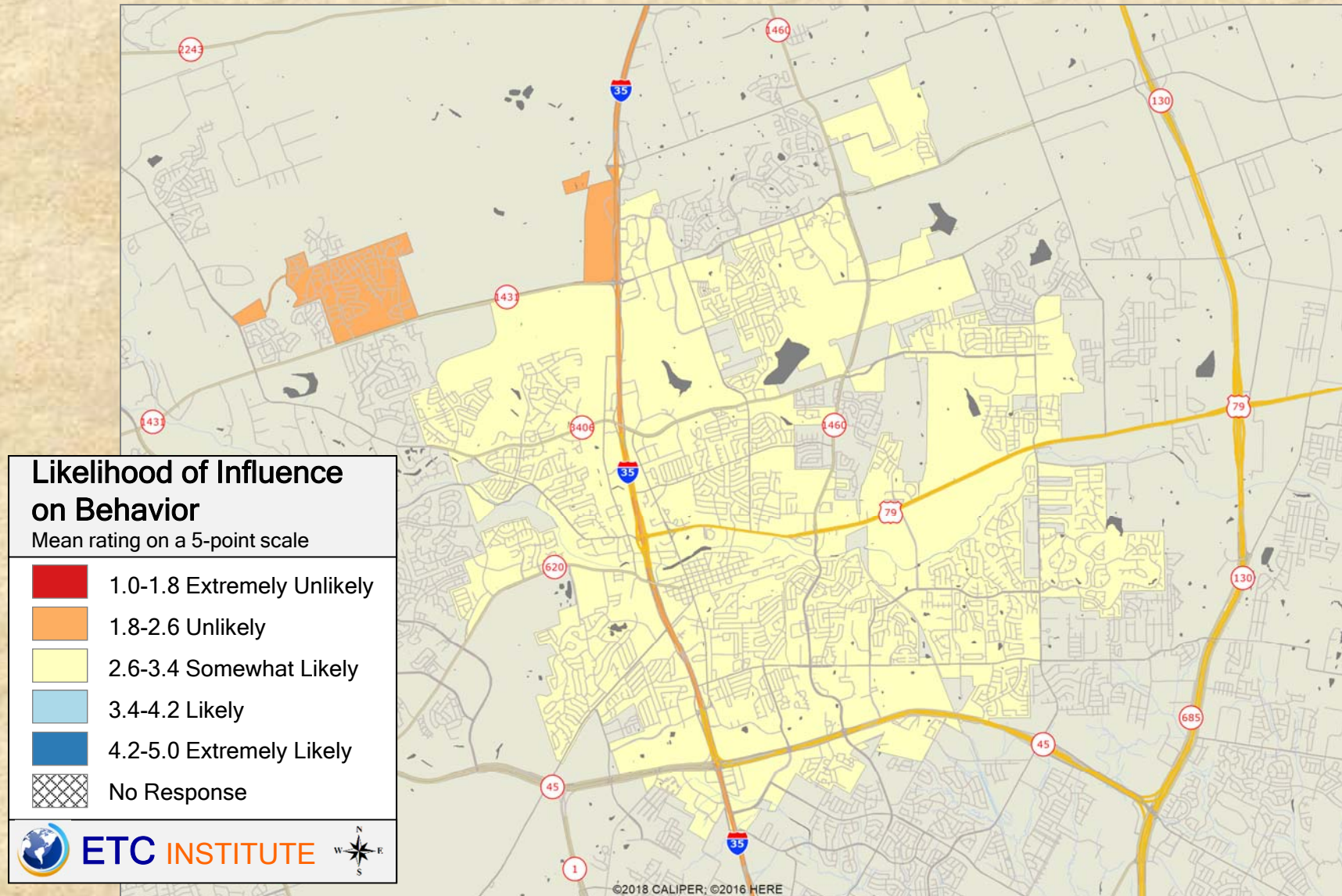
Q23-01 Likelihood that on-line shopping will influence behavior



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

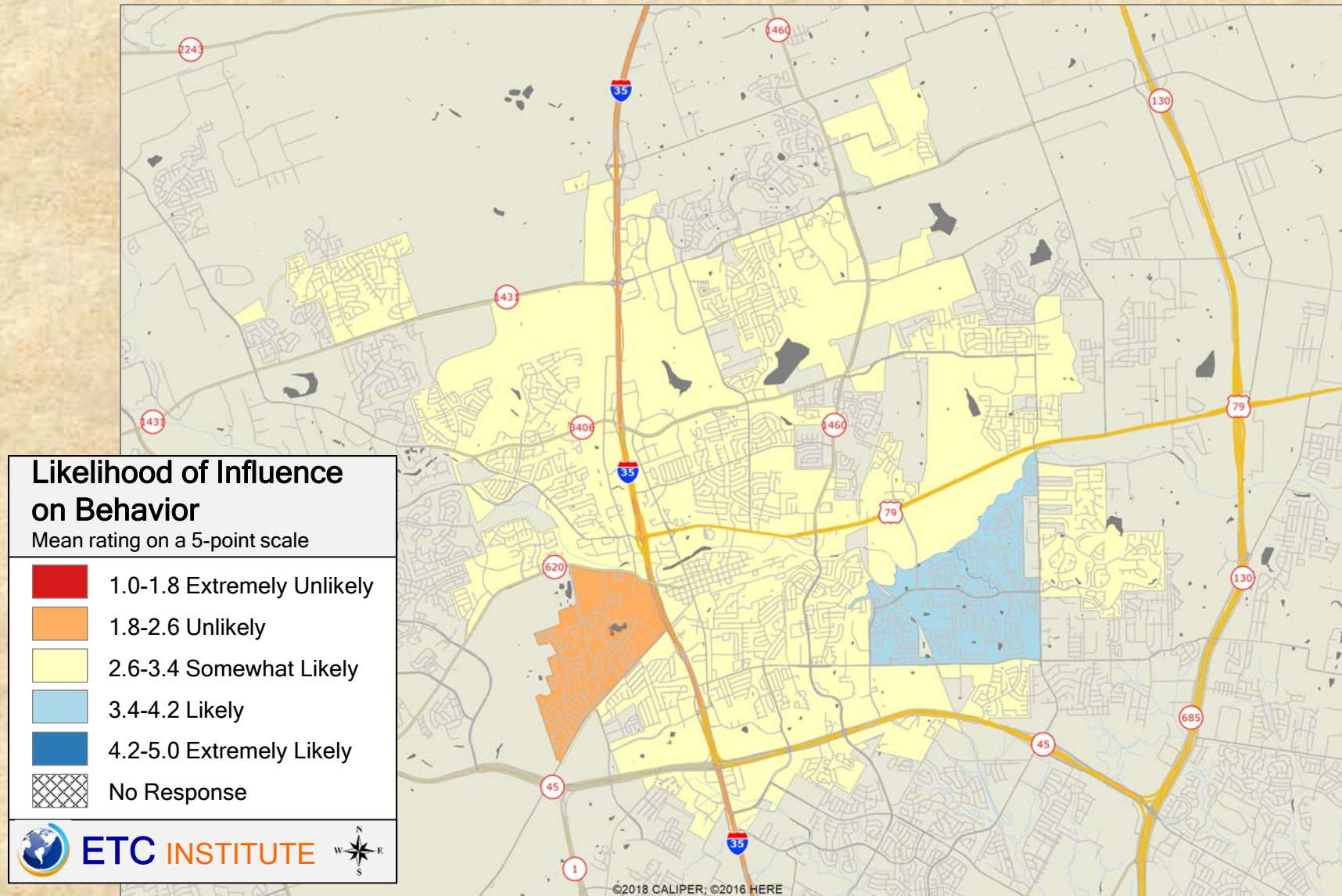
Q23-02 Likelihood that delivery services such as food/grocery delivery will influence behavior



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

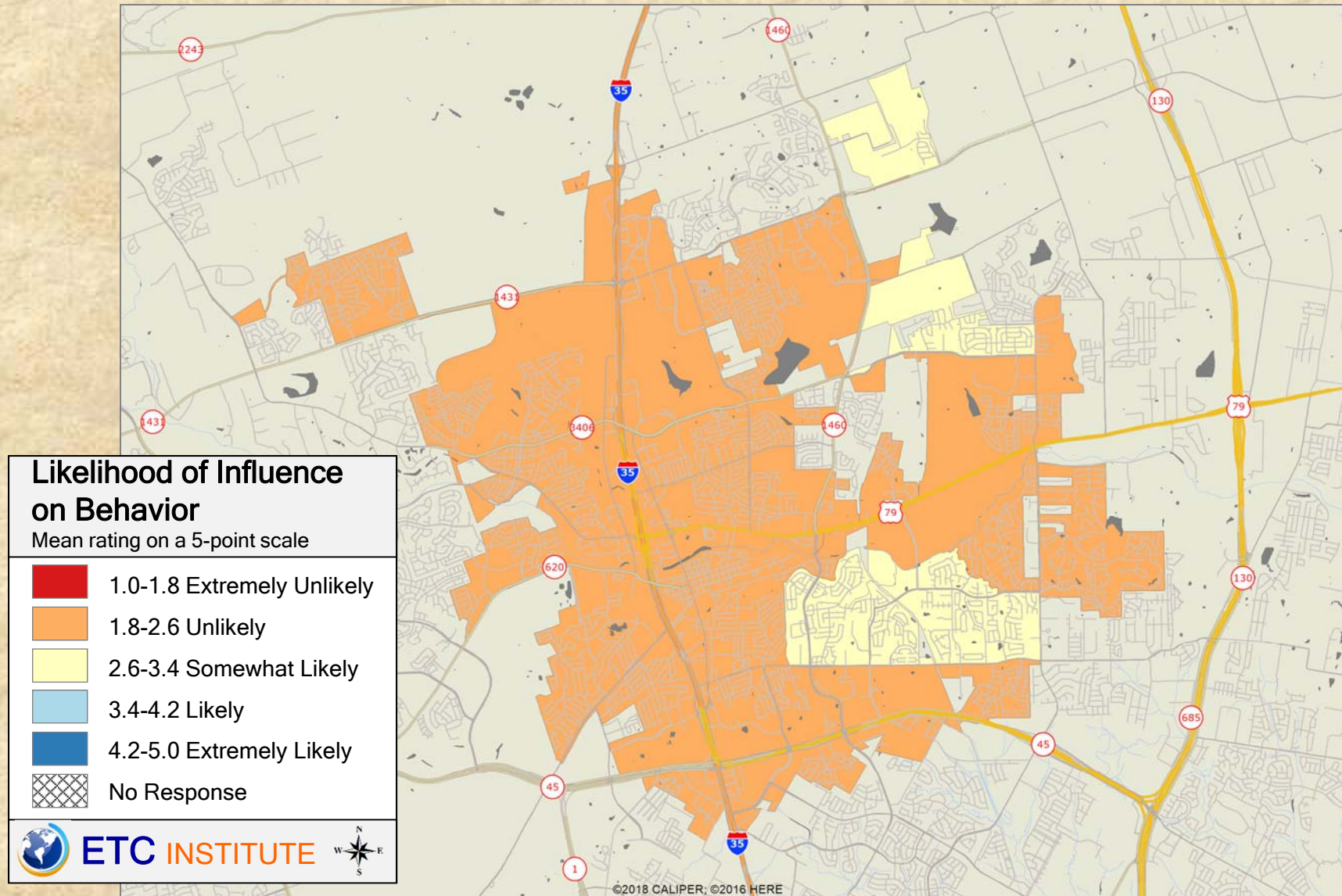
Q23-03 Likelihood that pre-order and pick-up at retail stores will influence behavior



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

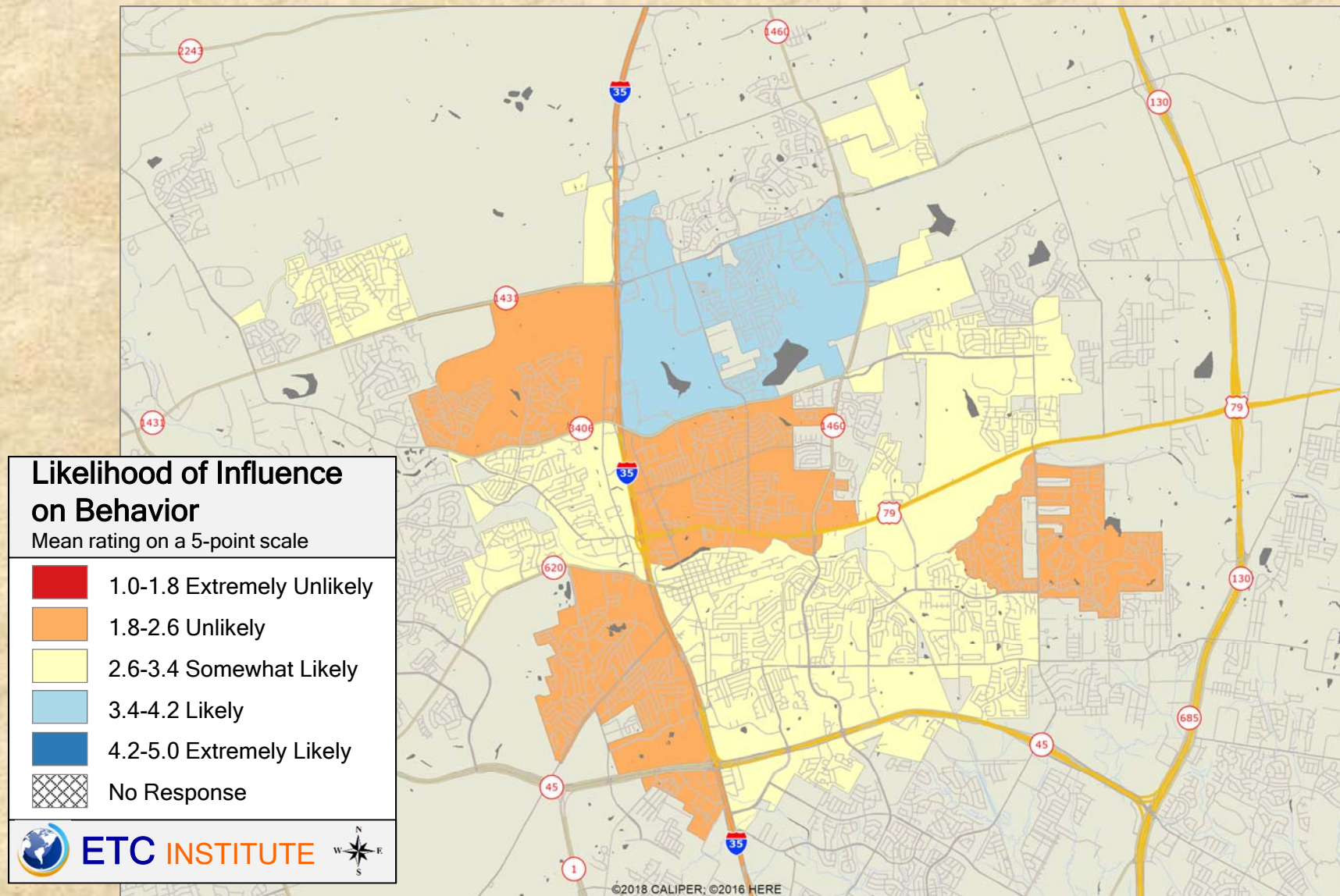
Q23-04 Likelihood that ride sharing will influence behavior



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

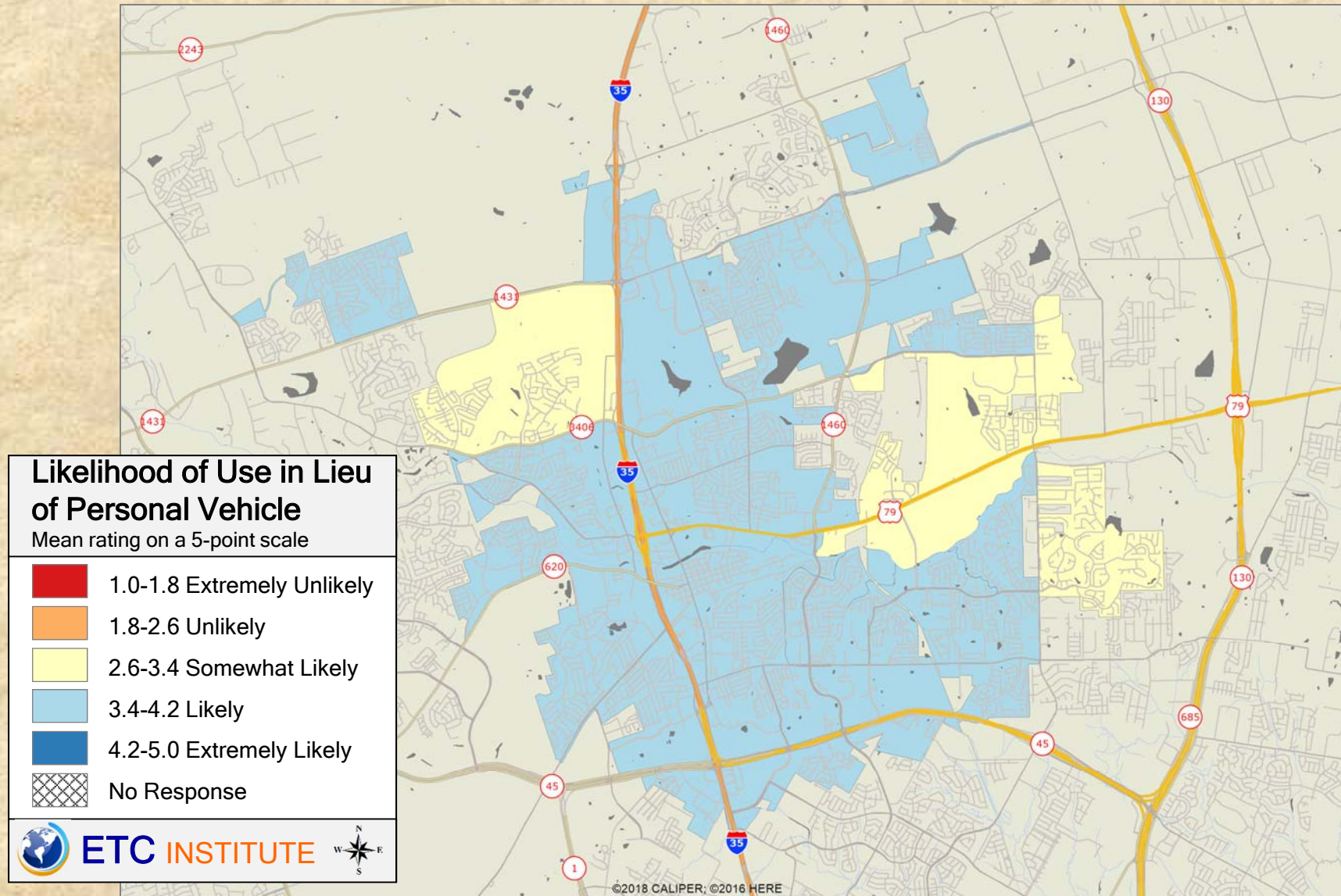
Q23-05 Likelihood that telecommuting for work will influence behavior



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

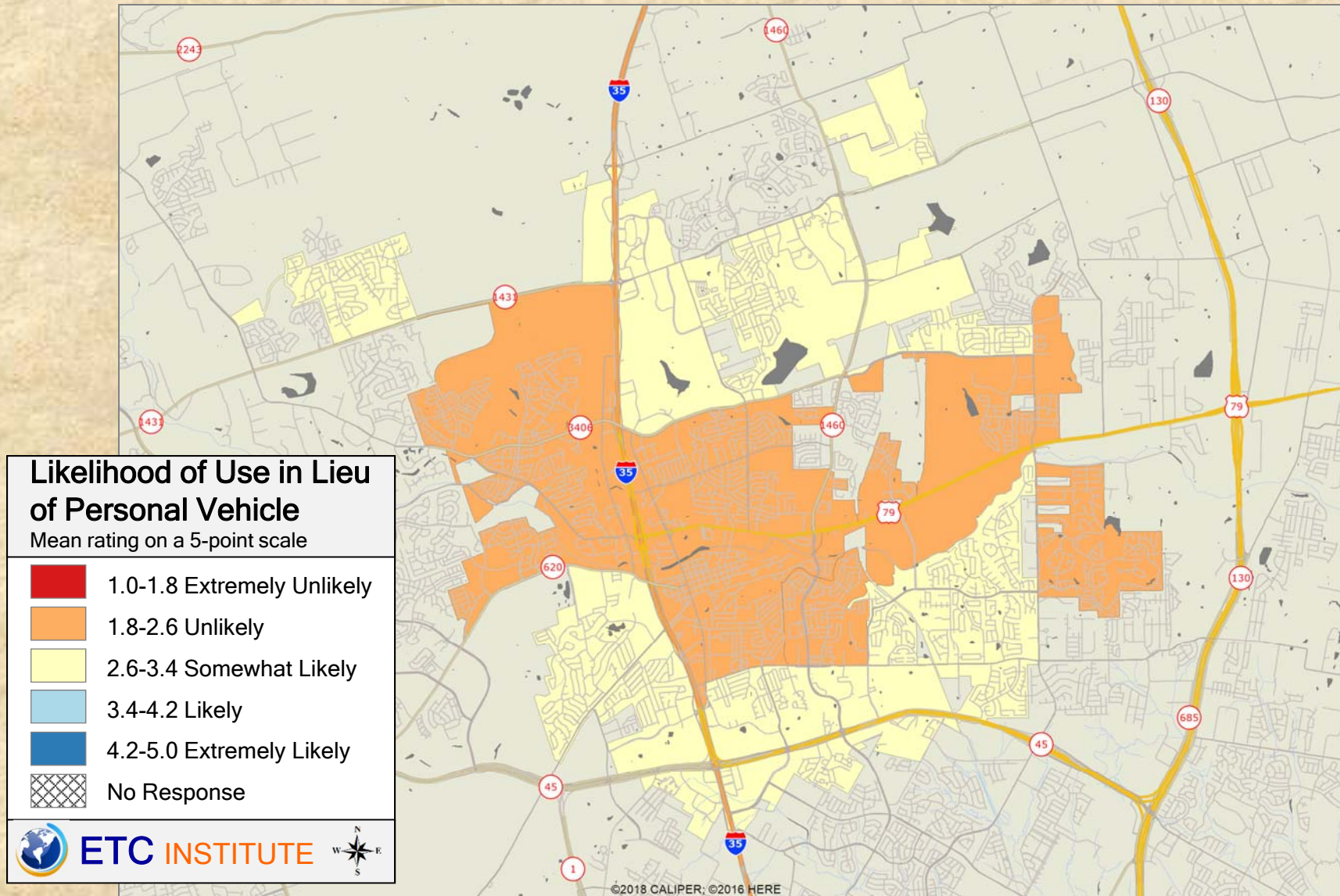
Q26-01 Likelihood of walking on sidewalks and trails



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

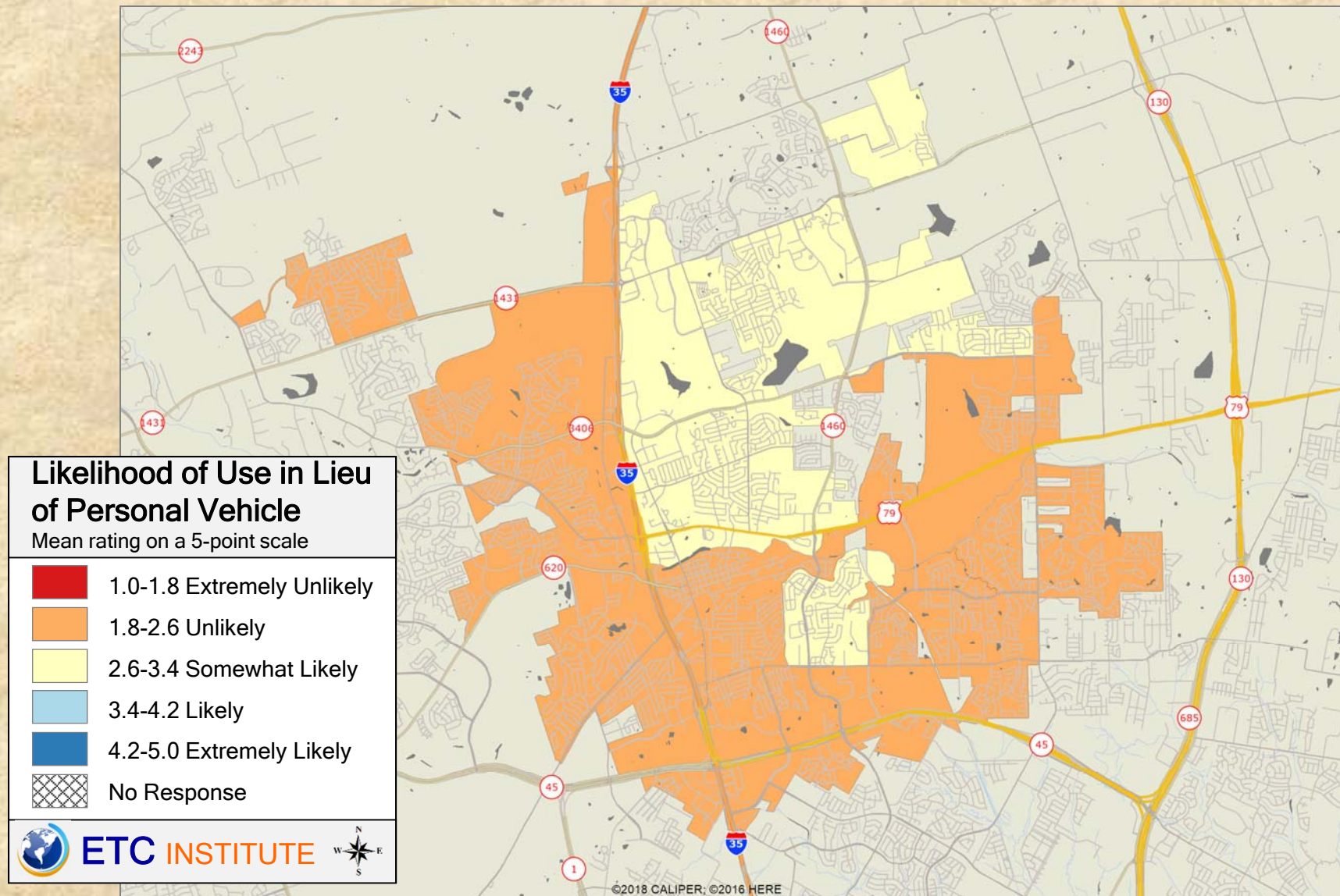
Q26-02 Likelihood of cycling in bike lanes



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

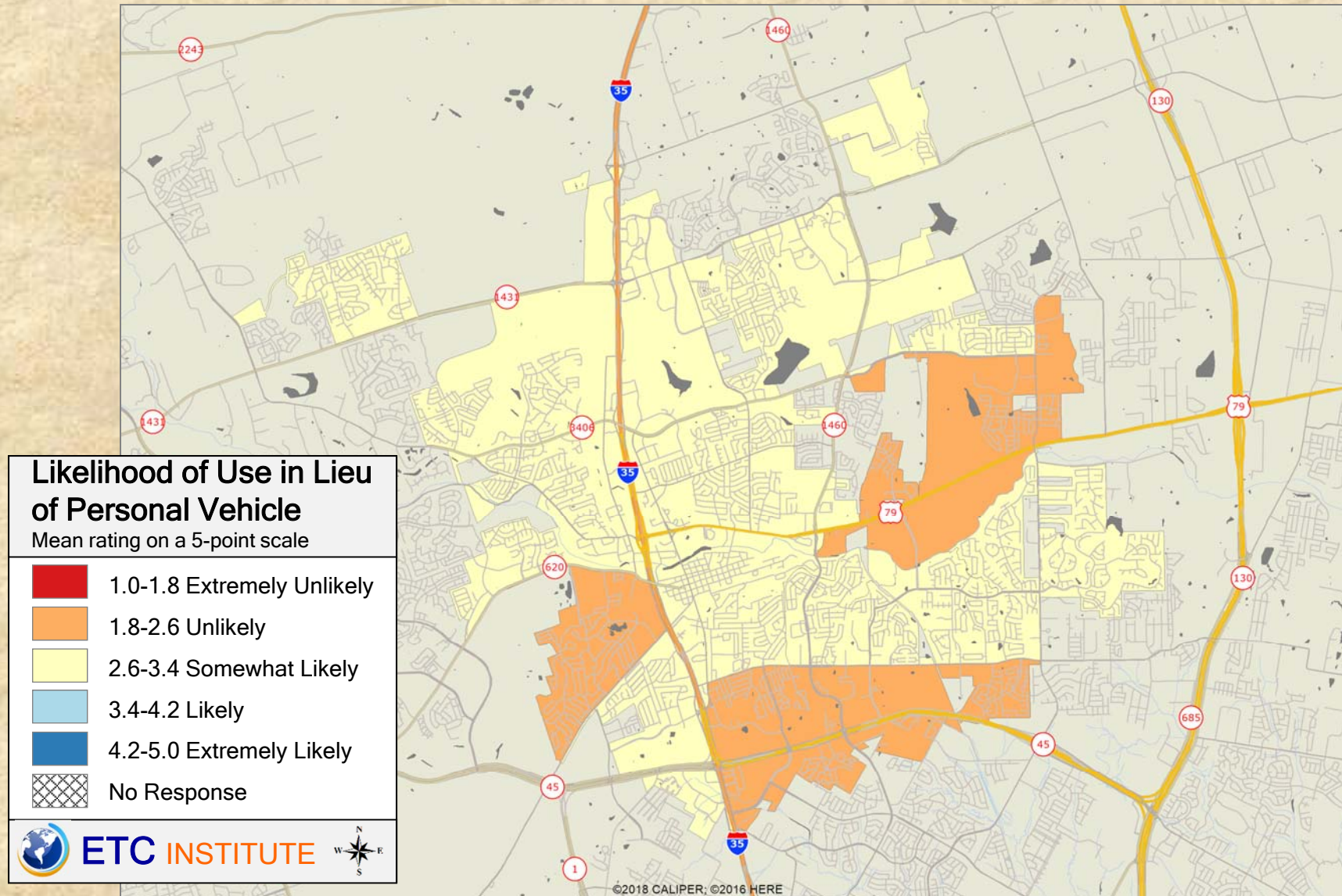
Q26-03 Likelihood of using public transit (buses)



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

Q26-04 Likelihood of using car share/ride share (e.g. Uber, Lyft, Car2Go)



2018 City of Round Rock Citizen Survey

Shading reflects the mean rating for all respondents by CBGs (merged as needed)

Section 6:

Tabular Data

Q1. Overall Quality of City Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the overall quality of the following services provided by the City of Round Rock.

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q1-1. Parks & Recreation programs	35.2%	39.7%	13.0%	1.7%	1.0%	9.5%
Q1-2. Water & wastewater services	28.9%	44.6%	14.5%	5.7%	3.2%	3.0%
Q1-3. Emergency medical services	30.9%	31.4%	13.0%	0.7%	0.5%	23.4%
Q1-4. Enforcement of City codes & ordinances	20.0%	28.9%	27.2%	7.2%	1.5%	15.2%
Q1-5. Fire services	37.4%	33.9%	8.2%	0.7%	0.5%	19.2%
Q1-6. Library services	30.9%	33.9%	15.7%	3.2%	1.2%	15.0%
Q1-7. Maintenance of City streets & sidewalks	18.7%	40.9%	19.2%	14.2%	5.0%	2.0%
Q1-8. Management of storm water runoff & flood prevention	19.5%	44.1%	19.2%	4.7%	2.2%	10.2%
Q1-9. Municipal court services	12.7%	23.9%	23.9%	1.2%	2.0%	36.2%
Q1-10. Police services	37.9%	36.4%	11.0%	3.2%	1.2%	10.2%
Q1-11. Transportation planning in City	12.0%	25.7%	25.2%	16.5%	8.5%	12.2%
Q1-12. Trash, recycling, & yard waste collection services	33.4%	45.4%	11.5%	5.7%	2.7%	1.2%
Q1-13. City communication with the public	22.2%	38.4%	23.2%	7.5%	2.5%	6.2%
Q1-14. Customer service provided by City employees	20.9%	32.7%	24.7%	4.2%	1.5%	16.0%

WITHOUT "DON'T KNOW"

Q1. Overall Quality of City Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the overall quality of the following services provided by the City of Round Rock. (without "don't know")

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q1-1. Parks & Recreation programs	38.8%	43.8%	14.3%	1.9%	1.1%
Q1-2. Water & wastewater services	29.8%	46.0%	14.9%	5.9%	3.3%
Q1-3. Emergency medical services	40.4%	41.0%	16.9%	1.0%	0.7%
Q1-4. Enforcement of City codes & ordinances	23.5%	34.1%	32.1%	8.5%	1.8%
Q1-5. Fire services	46.3%	42.0%	10.2%	0.9%	0.6%
Q1-6. Library services	36.4%	39.9%	18.5%	3.8%	1.5%
Q1-7. Maintenance of City streets & sidewalks	19.1%	41.7%	19.6%	14.5%	5.1%
Q1-8. Management of storm water runoff & flood prevention	21.7%	49.2%	21.4%	5.3%	2.5%
Q1-9. Municipal court services	19.9%	37.5%	37.5%	2.0%	3.1%
Q1-10. Police services	42.2%	40.6%	12.2%	3.6%	1.4%
Q1-11. Transportation planning in City	13.6%	29.3%	28.7%	18.8%	9.7%
Q1-12. Trash, recycling, & yard waste collection services	33.8%	46.0%	11.6%	5.8%	2.8%
Q1-13. City communication with the public	23.7%	41.0%	24.7%	8.0%	2.7%
Q1-14. Customer service provided by City employees	24.9%	38.9%	29.4%	5.0%	1.8%

Q2. Which THREE of the services listed in Question 1 above do you think are MOST IMPORTANT for the City to provide?

Q2. Top choice	Number	Percent
Parks & Recreation programs	26	6.5 %
Water & wastewater services	43	10.7 %
Emergency medical services	51	12.7 %
Enforcement of City codes & ordinances	7	1.7 %
Fire services	19	4.7 %
Library services	5	1.2 %
Maintenance of City streets & sidewalks	30	7.5 %
Management of storm water runoff & flood prevention	7	1.7 %
Police services	135	33.7 %
Transportation planning in City	47	11.7 %
Trash, recycling, & yard waste collection services	9	2.2 %
City communication with the public	11	2.7 %
Customer service provided by City employees	2	0.5 %
None chosen	9	2.2 %
Total	401	100.0 %

Q2. Which THREE of the services listed in Question 1 above do you think are MOST IMPORTANT for the City to provide?

Q2. 2nd choice	Number	Percent
Parks & Recreation programs	16	4.0 %
Water & wastewater services	27	6.7 %
Emergency medical services	43	10.7 %
Enforcement of City codes & ordinances	11	2.7 %
Fire services	95	23.7 %
Library services	10	2.5 %
Maintenance of City streets & sidewalks	38	9.5 %
Management of storm water runoff & flood prevention	6	1.5 %
Municipal court services	2	0.5 %
Police services	72	18.0 %
Transportation planning in City	41	10.2 %
Trash, recycling, & yard waste collection services	19	4.7 %
City communication with the public	8	2.0 %
Customer service provided by City employees	2	0.5 %
None chosen	11	2.7 %
Total	401	100.0 %

Q2. Which THREE of the services listed in Question 1 above do you think are MOST IMPORTANT for the City to provide?

Q2. 3rd choice	Number	Percent
Parks & Recreation programs	30	7.5 %
Water & wastewater services	26	6.5 %
Emergency medical services	47	11.7 %
Enforcement of City codes & ordinances	12	3.0 %
Fire services	49	12.2 %
Library services	17	4.2 %
Maintenance of City streets & sidewalks	39	9.7 %
Management of storm water runoff & flood prevention	14	3.5 %
Municipal court services	4	1.0 %
Police services	52	13.0 %
Transportation planning in City	38	9.5 %
Trash, recycling, & yard waste collection services	18	4.5 %
City communication with the public	28	7.0 %
Customer service provided by City employees	13	3.2 %
None chosen	14	3.5 %
Total	401	100.0 %

SUM OF TOP 3 CHOICES

Q2. Which THREE of the services listed in Question 1 above do you think are MOST IMPORTANT for the City to provide? (top 3)

Q2. Sum of top 3 choices	Number	Percent
Parks & Recreation programs	72	18.0 %
Water & wastewater services	96	23.9 %
Emergency medical services	141	35.2 %
Enforcement of City codes & ordinances	30	7.5 %
Fire services	163	40.6 %
Library services	32	8.0 %
Maintenance of City streets & sidewalks	107	26.7 %
Management of storm water runoff & flood prevention	27	6.7 %
Municipal court services	6	1.5 %
Police services	259	64.6 %
Transportation planning in City	126	31.4 %
Trash, recycling, & yard waste collection services	46	11.5 %
City communication with the public	47	11.7 %
Customer service provided by City employees	17	4.2 %
None chosen	9	2.2 %
Total	1178	

Q3. Traffic Issues. Please rate the following traffic situations in the City of Round Rock using a scale of 1 to 4, where 4 means "Excellent" and 1 means "Poor."

(N=401)

	Excellent	Good	Average	Poor	Don't know
Q3-1. Traffic flow on state roads & highways in Round Rock (e.g. I-35, US 79, RM 620)	1.7%	11.5%	30.9%	55.1%	0.7%
Q3-2. Traffic flow in & around your neighborhood	11.5%	33.2%	35.4%	19.5%	0.5%
Q3-3. The job City of Round Rock is doing managing traffic	4.2%	23.7%	42.1%	26.2%	3.7%

WITHOUT "DON'T KNOW"

Q3. Traffic Issues. Please rate the following traffic situations in the City of Round Rock using a scale of 1 to 4, where 4 means "Excellent" and 1 means "Poor." (without "don't know")

(N=401)

	Excellent	Good	Average	Poor
Q3-1. Traffic flow on state roads & highways in Round Rock (e.g. I-35, US 79, RM 620)	1.8%	11.6%	31.2%	55.5%
Q3-2. Traffic flow in & around your neighborhood	11.5%	33.3%	35.6%	19.5%
Q3-3. The job City of Round Rock is doing managing traffic	4.4%	24.6%	43.8%	27.2%

Q4. Compared to two years ago, would you say that traffic in Round Rock is getting better, getting worse, or staying the same?

Q4. What do you think traffic in Round Rock has become compared to two years ago?

	Number	Percent
Getting better	33	8.2 %
Staying the same	44	11.0 %
Getting worse	306	76.3 %
Don't know	18	4.5 %
Total	401	100.0 %

WITHOUT "DON'T KNOW"

Q4. Compared to two years ago, would you say that traffic in Round Rock is getting better, getting worse, or staying the same? (without "don't know")

Q4. What do you think traffic in Round Rock has become compared to two years ago?

	Number	Percent
Getting better	33	8.6 %
Staying the same	44	11.5 %
Getting worse	306	79.9 %
Total	383	100.0 %

Q5. The City of Round Rock could ask voters to approve an increase in property taxes to fund transportation improvements in the City. Please indicate how supportive you would be of a future bond issue if the funds were used to complete the following projects.

(N=401)

	Very supportive	Supportive	Not supportive	Not supportive at all	Don't know
Q5-1. Kenney Fort Blvd extension from Old Settlers to SH45	15.7%	27.4%	15.5%	18.0%	23.4%
Q5-2. Gattis School Road widening from AW Grimes to Round Rock Ranch	20.0%	29.9%	18.0%	13.5%	18.7%
Q5-3. Gattis School Road widening from Via Sonoma to Red Bud	17.5%	28.2%	19.5%	14.0%	20.9%
Q5-4. North Red Bud widening from US 79 to County Road 110	14.2%	31.4%	18.5%	14.5%	21.4%
Q5-5. University Blvd widening from AW Grimes to CR 110	16.5%	30.9%	20.0%	14.2%	18.5%
Q5-6. Design Wyoming Springs Blvd extension from Brightwater to FM 3406	16.7%	22.9%	14.7%	14.7%	30.9%

WITHOUT "DON'T KNOW"

Q5. The City of Round Rock could ask voters to approve an increase in property taxes to fund transportation improvements in the City. Please indicate how supportive you would be of a future bond issue if the funds were used to complete the following projects. (without "don't know")

(N=401)

	Very supportive	Supportive	Not supportive	Not supportive at all
Q5-1. Kenney Fort Blvd extension from Old Settlers to SH45	20.5%	35.8%	20.2%	23.5%
Q5-2. Gattis School Road widening from AW Grimes to Round Rock Ranch	24.5%	36.8%	22.1%	16.6%
Q5-3. Gattis School Road widening from Via Sonoma to Red Bud	22.1%	35.6%	24.6%	17.7%
Q5-4. North Red Bud widening from US 79 to County Road 110	18.1%	40.0%	23.5%	18.4%
Q5-5. University Blvd widening from AW Grimes to CR 110	20.2%	37.9%	24.5%	17.4%
Q5-6. Design Wyoming Springs Blvd extension from Brightwater to FM 3406	24.2%	33.2%	21.3%	21.3%

Q6. Which TWO of the projects listed in Question 5 above do you SUPPORT MOST?

<u>Q6. Top choice</u>	<u>Number</u>	<u>Percent</u>
Kenney Fort Blvd extension from Old Settlers to SH45	62	15.5 %
Gattis School Road widening from AW Grimes to Round Rock Ranch	79	19.7 %
Gattis School Road widening from Via Sonoma to Red Bud	30	7.5 %
North Red Bud widening from US 79 to County Road 110	31	7.7 %
University Blvd widening from AW Grimes to CR 110	54	13.5 %
Design Wyoming Springs Blvd extension from Brightwater to FM 3406	53	13.2 %
None chosen	92	22.9 %
Total	401	100.0 %

Q6. Which TWO of the projects listed in Question 5 above do you SUPPORT MOST?

<u>Q6. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Kenney Fort Blvd extension from Old Settlers to SH45	38	9.5 %
Gattis School Road widening from AW Grimes to Round Rock Ranch	52	13.0 %
Gattis School Road widening from Via Sonoma to Red Bud	63	15.7 %
North Red Bud widening from US 79 to County Road 110	41	10.2 %
University Blvd widening from AW Grimes to CR 110	55	13.7 %
Design Wyoming Springs Blvd extension from Brightwater to FM 3406	25	6.2 %
None chosen	127	31.7 %
Total	401	100.0 %

SUM OF TOP 2 CHOICES**Q6. Which TWO of the projects listed in Question 5 above do you SUPPORT MOST? (top 2)**

<u>Q6. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Kenney Fort Blvd extension from Old Settlers to SH45	100	24.9 %
Gattis School Road widening from AW Grimes to Round Rock Ranch	131	32.7 %
Gattis School Road widening from Via Sonoma to Red Bud	93	23.2 %
North Red Bud widening from US 79 to County Road 110	72	18.0 %
University Blvd widening from AW Grimes to CR 110	109	27.2 %
Design Wyoming Springs Blvd extension from Brightwater to FM 3406	78	19.5 %
None chosen	92	22.9 %
Total	675	

Q7. If the City of Round Rock were to ask voters to approve a bond issue to fund the types of transportation improvements listed in Question 5, please indicate how likely you would be to vote in favor of the following.

(N=401)

	Very likely	Likely	Not likely	Not likely at all	Don't know
Q7-1. A \$150 million dollar bond issue that would fund all projects listed in Question 5. Cost to average home owner in City would increase gradually to approximately \$12 per month in additional property taxes after four years.	14.7%	21.9%	25.9%	29.4%	8.0%
Q7-2. A \$100 million dollar bond issue that would fund some projects listed in Question 5. Cost to average home owner in City would increase gradually to approximately \$8 per month in additional property taxes after four years.	18.5%	27.9%	20.2%	24.4%	9.0%
Q7-3. A \$50 million dollar bond issue that would fund two or three projects listed in Question 5. Cost to average home owner in City would increase gradually to approximately \$4 per month in additional property taxes after four years.	28.2%	36.4%	10.7%	15.7%	9.0%

WITHOUT "DON'T KNOW"

Q7. If the City of Round Rock were to ask voters to approve a bond issue to fund the types of transportation improvements listed in Question 5, please indicate how likely you would be to vote in favor of the following. (without "don't know")

(N=401)

	Very likely	Likely	Not likely	Not likely at all
Q7-1. A \$150 million dollar bond issue that would fund all projects listed in Question 5. Cost to average home owner in City would increase gradually to approximately \$12 per month in additional property taxes after four years.	16.0%	23.8%	28.2%	32.0%
Q7-2. A \$100 million dollar bond issue that would fund some projects listed in Question 5. Cost to average home owner in City would increase gradually to approximately \$8 per month in additional property taxes after four years.	20.3%	30.7%	22.2%	26.8%
Q7-3. A \$50 million dollar bond issue that would fund two or three projects listed in Question 5. Cost to average home owner in City would increase gradually to approximately \$4 per month in additional property taxes after four years.	31.0%	40.0%	11.8%	17.3%

Q7a. If you are “Not Likely” or “Not Likely at All” to vote in favor of all three options above, why are you not likely to support any of these options?

- Not interested in raising my Property taxes
- Road improvements should be paid by new development.
- Property tax rate too high already
- Two of the proposed streets have been approved already. It seem the city is asking for us to approve a bond on things that are approved to help funded the new water park.
- You left the older part of town out of the bond. Mc Neil Dr? How about the Rail Road horns? How about real paving of our Round Rock West streets? I have lived in Round Rock for 28 years and my wife is from Round Rock.
- I feel that the people that plan projects really don't have all the people that they govern in mind. Help all not just part!!
- New development should be pay for itself especially given the lucrative market for housing developers of all kinds in booming Central Texas.
- Senior citizen on fixed income
- No sleep...trains blasting every night. Where are the McNeil quiet zones?
- if there is an increase of the taxes \$4, \$8 or \$12 it doesn't state for how long there is going that increasing will last. one year, 4 years 10 years?
- Property Taxes are already very expensive (I know it's primarily the school tax, but my bank account doesn't care).
- There have been sufficient bond elections. Money never gets to where it was intended to go.
- Our taxes are already too high look for grants they are out there. Higher good purchasing negotiators for better pricing.
- burden homeowners
- THE PROJECTS SEEM TO BENEFIT ONLY THE RICHER AREAS OF ROUND ROCK
- COST OF LIVING TOO HIGH/HOUSING
- Senior Citizen (retired, fixed income).
- Real estate taxes are already too high.
- Not part of my commute.
- I AM BEING TAXED EXCESSIVELY NOW,USE OTHER TRAFFIC CAUSING SOURCES I.E. KALAHARI ETC INSTEAD
- Doesn't address largest congestion.
- PROPERT HAS BEEN INCREASE A LOT EVERYYEAR I CAN'T AFFORD FOR HAVING OTHER INCREASE FOR OTHER PROJECTS, IHAVE BEEN PROTESTING FOR THE PROPERTY TAX INCREASE
- Way too much traffic already, as well as high taxes.
- Fix University from I35 to Awgrimes!!
- Property taxes should be used to improve schools first and fixing the roads.
- Taxes are already going up because home values are rising fast.
- would love to se the Mayor and others in office take pay cut
- MOVED OUT OF LAKE WAY OVER POPULATION TOURIST TRASH, ILLEGAL ALIENS
- YOU NEED TO BUDGET BETTER

Q7a. If you are “Not Likely” or “Not Likely at All” to vote in favor of all three options above, why are you not likely to support any of these options? (cont.)

- TOO MUCH TAXES
- YOU NEED TO DO MORE RESEARCH AND NOT BY STAFF.
- COSTS OUT WEIGHT THE BENEFITS.
- I-35 ISSUES ARE MOST IMPORTANT
- TOO MUCH MONEY
- WE PAY ENOUGH IN PROPERTY TAXES.
- I DON'T DRIVE IN ANY OF THESE AREAS.
- TAXES
- IT'S NOT NEEDED CAN'T AFFORD INCREASE NOW.
- Too much money. Stop wasting money on pavers and useless roundabouts downtown that don't help traffic. Stop repaving Dell Way when other city and neighborhood streets are in terrible shape. Stop approving new massive developments without building traffic infrastructure first.
- The people moving here are causing the traffic! The reason people keep moving here is because we are putting cheap housing plots and apartments on every square inch of land and grass! Our wildlife is being destroyed for money and many of us that have lived here most of our lives do not agree with this! When you raise property taxes and costs of living, the original people that lived here in peace are displaced by rich Californians. Our small town charm and tradition is being turned into mini Austin.
- What is being done with funds already allocated? Make it easy to see this and learn about process improvements and how funds are allocated. We need change as the city expands, but that must not always be tax increase to constituents. Private Public Partnerships could be possible, pay for use, etc. Finding other ways to generate revenue for the city would be time well spent.
- I PAY ENOUGH TAXES. MY TAXES ARE ALL READY TOO HIGH.
- I am against the resorts being built and all the growth that has occurred in Round Rock. NEVER wanted and won't support a city who overrides people here who have been trying to keep Round Rock a sweet quaint small town. This town had become VERY greedy and money hungry. Many sweet people are leaving and this town will never be the same. The officials also should have built roads before bringing in more people and resorts like Kalahari. I am not the only one frustrated about this.
- Bonds are approved and zero action taken for several years. I feel RFP and bidding process shouldn't take years.
- I believe taxes would increase more than indicated in any option listed above.
- Taxes are already high enough
- if greedy people didn't promote growth and provide corporate welfare this wouldn't be needed
- don't see a need traffic issue at I-35
- don't use those roads
- these roads do not affect me
- ROADS CAN BE PRIVATELY FUNDED
- We do not need to pay more taxes.
- None of the proposals impact me.
- I pay enough already. There are enough dollars to fund this growth.
- don't see how they are helpful
- taxes are too high already

Q7a. If you are “Not Likely” or “Not Likely at All” to vote in favor of all three options above, why are you not likely to support any of these options? (cont.)

- taxes are outrageous enough
- taxes are out of control
- because you should use funds you have already budget
- TAXATION IS IMMORAL. NO CIVILIZED SOCIETY SHOULD USE THREAT OF DEATH OR INCARCERATION TO STEAL MONEY.
- Taxes are burdensome. Our property taxes are already outrageous and difficult to keep up with.
- Property taxes are too high currently
- Taxes already to high for seniors on fixed income
- Someone should let the Sapp Family know this isn't their email address.
- taxes are out of control, should cut current projects to fund
- DON'T ADDRESS WHWHERE IMPROVEMENTS ACTUALLY NEEDED
- DON'T USE ANY OF THESE
- never wanted this sweet small town to grow this busy

Q8. Perception of the City. Items that may influence your perception of the City of Round Rock are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q8-1. Overall quality of services provided by City	25.2%	54.4%	13.2%	3.7%	0.5%	3.0%
Q8-2. How well City is planning for growth	11.2%	33.9%	25.7%	17.0%	6.0%	6.2%
Q8-3. Overall quality of life in City	30.2%	52.4%	10.2%	4.7%	0.7%	1.7%
Q8-4. Availability of job opportunities	13.0%	29.4%	25.2%	8.2%	2.2%	21.9%
Q8-5. Overall value you receive for City taxes & fees	11.0%	35.4%	27.4%	15.7%	6.0%	4.5%
Q8-6. Overall quality of new development]	11.5%	37.9%	30.4%	7.5%	4.5%	8.2%
Q8-7. Appearance of residential property in City	14.2%	51.6%	21.7%	8.2%	2.0%	2.2%
Q8-8. Appearance of commercial property in City	14.0%	50.9%	24.2%	7.0%	1.2%	2.7%
Q8-9. Overall appearance of City	20.0%	57.9%	15.7%	4.5%	1.0%	1.0%

WITHOUT "DON'T KNOW"

Q8. Perception of the City. Items that may influence your perception of the City of Round Rock are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q8-1. Overall quality of services provided by City	26.0%	56.0%	13.6%	3.9%	0.5%
Q8-2. How well City is planning for growth	12.0%	36.2%	27.4%	18.1%	6.4%
Q8-3. Overall quality of life in City	30.7%	53.3%	10.4%	4.8%	0.8%
Q8-4. Availability of job opportunities	16.6%	37.7%	32.3%	10.5%	2.9%
Q8-5. Overall value you receive for City taxes & fees	11.5%	37.1%	28.7%	16.4%	6.3%
Q8-6. Overall quality of new development]	12.5%	41.3%	33.2%	8.2%	4.9%
Q8-7. Appearance of residential property in City	14.5%	52.8%	22.2%	8.4%	2.0%
Q8-8. Appearance of commercial property in City	14.4%	52.3%	24.9%	7.2%	1.3%
Q8-9. Overall appearance of City	20.2%	58.4%	15.9%	4.5%	1.0%

Q9. Public Safety. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please indicate how safe you feel in the following situations.

(N=401)

	Very safe	Safe	Neutral	Unsafe	Very unsafe	Don't know
Q9-1. In Downtown Round Rock	41.6%	43.6%	7.5%	3.2%	0.5%	3.5%
Q9-2. In City parks	33.2%	45.1%	11.5%	3.0%	0.7%	6.5%
Q9-3. In your neighborhood during the day	56.1%	37.2%	4.0%	1.2%	0.5%	1.0%
Q9-4. In your neighborhood at night	37.7%	43.6%	11.5%	5.0%	0.7%	1.5%
Q9-5. In commercial & retail areas	27.9%	51.6%	13.7%	3.0%	0.2%	3.5%
Q9-6. Overall feeling of safety in Round Rock	34.9%	54.6%	7.7%	1.7%	0.2%	0.7%

WITHOUT "DON'T KNOW"

Q9. Public Safety. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please indicate how safe you feel in the following situations. (without "don't know")

(N=401)

	Very safe	Safe	Neutral	Unsafe	Very unsafe
Q9-1. In Downtown Round Rock	43.2%	45.2%	7.8%	3.4%	0.5%
Q9-2. In City parks	35.5%	48.3%	12.3%	3.2%	0.8%
Q9-3. In your neighborhood during the day	56.7%	37.5%	4.0%	1.3%	0.5%
Q9-4. In your neighborhood at night	38.2%	44.3%	11.6%	5.1%	0.8%
Q9-5. In commercial & retail areas	28.9%	53.5%	14.2%	3.1%	0.3%
Q9-6. Overall feeling of safety in Round Rock	35.2%	55.0%	7.8%	1.8%	0.3%

Q10. Parks and Recreation. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q10-1. Appearance & maintenance of existing City parks	30.7%	50.6%	9.0%	1.7%	0.5%	7.5%
Q10-2. Number of City parks	27.4%	40.4%	15.7%	6.5%	1.2%	8.7%
Q10-3. Hike & bike trails in City	20.4%	36.4%	19.2%	10.0%	2.2%	11.7%
Q10-4. City recreation centers	18.5%	31.4%	21.7%	5.7%	2.5%	20.2%
Q10-5. City swimming pools	11.2%	28.4%	22.4%	8.0%	2.2%	27.7%
Q10-6. Quality of youth recreation programs	13.0%	26.2%	20.2%	4.2%	1.5%	34.9%
Q10-7. Quality of adult recreation programs	11.7%	22.9%	23.7%	6.0%	2.7%	32.9%
Q10-8. Forest Creek Golf Course	6.5%	11.5%	24.2%	3.5%	2.0%	52.4%
Q10-9. Quality of outdoor athletic facilities (e.g. baseball, tennis, soccer)	19.2%	30.7%	17.7%	4.0%	1.7%	26.7%

WITHOUT "DON'T KNOW"

Q10. Parks and Recreation. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following. (without "don't know")

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q10-1. Appearance & maintenance of existing City parks	33.2%	54.7%	9.7%	1.9%	0.5%
Q10-2. Number of City parks	30.1%	44.3%	17.2%	7.1%	1.4%
Q10-3. Hike & bike trails in City	23.2%	41.2%	21.8%	11.3%	2.5%
Q10-4. City recreation centers	23.1%	39.4%	27.2%	7.2%	3.1%
Q10-5. City swimming pools	15.5%	39.3%	31.0%	11.0%	3.1%
Q10-6. Quality of youth recreation programs	19.9%	40.2%	31.0%	6.5%	2.3%
Q10-7. Quality of adult recreation programs	17.5%	34.2%	35.3%	8.9%	4.1%
Q10-8. Forest Creek Golf Course	13.6%	24.1%	50.8%	7.3%	4.2%
Q10-9. Quality of outdoor athletic facilities (e.g. baseball, tennis, soccer)	26.2%	41.8%	24.1%	5.4%	2.4%

Q11. Which TWO of the Parks and Recreation services listed in Question 10 above do you think are MOST IMPORTANT for the City to provide?

<u>Q11. Top choice</u>	<u>Number</u>	<u>Percent</u>
Appearance & maintenance of existing City parks	126	31.4 %
Number of City parks	38	9.5 %
Hike & bike trails in City	77	19.2 %
City recreation centers	22	5.5 %
City swimming pools	19	4.7 %
Quality of youth recreation programs	38	9.5 %
Quality of adult recreation programs	16	4.0 %
Forest Creek Golf Course	16	4.0 %
Quality of outdoor athletic facilities (e.g. baseball, tennis, soccer)	17	4.2 %
None chosen	32	8.0 %
Total	401	100.0 %

Q11. Which TWO of the Parks and Recreation services listed in Question 10 above do you think are MOST IMPORTANT for the City to provide?

<u>Q11. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Appearance & maintenance of existing City parks	72	18.0 %
Number of City parks	47	11.7 %
Hike & bike trails in City	63	15.7 %
City recreation centers	41	10.2 %
City swimming pools	30	7.5 %
Quality of youth recreation programs	37	9.2 %
Quality of adult recreation programs	25	6.2 %
Forest Creek Golf Course	10	2.5 %
Quality of outdoor athletic facilities (e.g. baseball, tennis, soccer)	42	10.5 %
None chosen	34	8.5 %
Total	401	100.0 %

SUM OF TOP 2 CHOICES**Q11. Which TWO of the Parks and Recreation services listed in Question 10 above do you think are MOST IMPORTANT for the City to provide? (top 2)**

Q11. Sum of top 2 choices	Number	Percent
Appearance & maintenance of existing City parks	198	49.4 %
Number of City parks	85	21.2 %
Hike & bike trails in City	140	34.9 %
City recreation centers	63	15.7 %
City swimming pools	49	12.2 %
Quality of youth recreation programs	75	18.7 %
Quality of adult recreation programs	41	10.2 %
Forest Creek Golf Course	26	6.5 %
Quality of outdoor athletic facilities (e.g. baseball, tennis, soccer)	59	14.7 %
None chosen	32	8.0 %
Total	768	

Q12. Transportation. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q12-1. Maintenance of major City streets	12.2%	54.4%	19.0%	9.7%	3.2%	1.5%
Q12-2. Maintenance of streets in your neighborhood	18.2%	46.9%	18.0%	8.7%	7.2%	1.0%
Q12-3. Timing of traffic signals in City	7.5%	34.9%	26.2%	22.4%	7.7%	1.2%
Q12-4. Mowing & trimming along City streets & other public areas	14.5%	50.1%	19.5%	11.2%	2.5%	2.2%
Q12-5. Cleanliness of City streets & other public areas	18.7%	55.1%	18.5%	4.0%	1.2%	2.5%
Q12-6. Cleanliness of creeks & open channels	12.5%	43.9%	22.9%	9.0%	3.2%	8.5%
Q12-7. Condition of sidewalks in City	11.0%	49.9%	23.2%	8.5%	2.7%	4.7%
Q12-8. Availability of bike lanes	6.2%	18.0%	32.2%	16.7%	6.2%	20.7%
Q12-9. Transit services	4.7%	17.7%	30.4%	15.5%	5.0%	26.7%

WITHOUT "DON'T KNOW"

Q12. Transportation. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following. (without "don't know")

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q12-1. Maintenance of major City streets	12.4%	55.2%	19.2%	9.9%	3.3%
Q12-2. Maintenance of streets in your neighborhood	18.4%	47.4%	18.1%	8.8%	7.3%
Q12-3. Timing of traffic signals in City	7.6%	35.4%	26.5%	22.7%	7.8%
Q12-4. Mowing & trimming along City streets & other public areas	14.8%	51.3%	19.9%	11.5%	2.6%
Q12-5. Cleanliness of City streets & other public areas	19.2%	56.5%	18.9%	4.1%	1.3%
Q12-6. Cleanliness of creeks & open channels	13.6%	48.0%	25.1%	9.8%	3.5%
Q12-7. Condition of sidewalks in City	11.5%	52.4%	24.3%	8.9%	2.9%
Q12-8. Availability of bike lanes	7.9%	22.6%	40.6%	21.1%	7.9%
Q12-9. Transit services	6.5%	24.1%	41.5%	21.1%	6.8%

Q13. Which TWO of the transportation services listed in Question 12 above do you think are MOST IMPORTANT for the City to provide?

Q13. Top choice	Number	Percent
Maintenance of major City streets	175	43.6 %
Maintenance of streets in your neighborhood	34	8.5 %
Timing of traffic signals in City	69	17.2 %
Mowing & trimming along City streets & other public areas	16	4.0 %
Cleanliness of City streets & other public areas	19	4.7 %
Cleanliness of creeks & open channels	10	2.5 %
Condition of sidewalks in City	6	1.5 %
Availability of bike lanes	9	2.2 %
Transit services	42	10.5 %
None chosen	21	5.2 %
Total	401	100.0 %

Q13. Which TWO of the transportation services listed in Question 12 above do you think are MOST IMPORTANT for the City to provide?

Q13. 2nd choice	Number	Percent
Maintenance of major City streets	66	16.5 %
Maintenance of streets in your neighborhood	58	14.5 %
Timing of traffic signals in City	80	20.0 %
Mowing & trimming along City streets & other public areas	31	7.7 %
Cleanliness of City streets & other public areas	55	13.7 %
Cleanliness of creeks & open channels	23	5.7 %
Condition of sidewalks in City	15	3.7 %
Availability of bike lanes	15	3.7 %
Transit services	34	8.5 %
None chosen	24	6.0 %
Total	401	100.0 %

SUM OF TOP 2 CHOICES**Q13. Which TWO of the transportation services listed in Question 12 above do you think are MOST IMPORTANT for the City to provide? (top 2)**

<u>Q13. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Maintenance of major City streets	241	60.1 %
Maintenance of streets in your neighborhood	92	22.9 %
Timing of traffic signals in City	149	37.2 %
Mowing & trimming along City streets & other public areas	47	11.7 %
Cleanliness of City streets & other public areas	74	18.5 %
Cleanliness of creeks & open channels	33	8.2 %
Condition of sidewalks in City	21	5.2 %
Availability of bike lanes	24	6.0 %
Transit services	76	19.0 %
<u>None chosen</u>	<u>21</u>	<u>5.2 %</u>
Total	778	

Q14. Code Enforcement. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following items.

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q14-1. Enforcement of clean-up of junk & debris on private property	11.2%	30.4%	21.4%	15.5%	3.5%	18.0%
Q14-2. Enforcement of mowing of weeds & grass on private property	11.2%	31.7%	24.4%	14.0%	3.2%	15.5%
Q14-3. Enforcement of sign regulations	11.5%	31.4%	26.4%	9.0%	2.2%	19.5%

WITHOUT "DON'T KNOW"

Q14. Code Enforcement. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following items. (without "don't know")

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q14-1. Enforcement of clean-up of junk & debris on private property	13.7%	37.1%	26.1%	18.8%	4.3%
Q14-2. Enforcement of mowing of weeds & grass on private property	13.3%	37.5%	28.9%	16.5%	3.8%
Q14-3. Enforcement of sign regulations	14.2%	39.0%	32.8%	11.1%	2.8%

Q15. Which ONE of the code enforcement services listed in Question 14 above do you think is MOST IMPORTANT for the City to provide?

Q15. Most important service	Number	Percent
Enforcement of clean-up of junk & debris on private property	232	57.9 %
Enforcement of mowing of weeds & grass on private property	50	12.5 %
Enforcement of sign regulations	69	17.2 %
None chosen	50	12.5 %
Total	401	100.0 %

Q16. Communication. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q16-1. Availability of information about City programs & services	18.7%	42.4%	21.7%	8.7%	2.5%	6.0%
Q16-2. City efforts to keep residents informed about local issues	17.2%	43.1%	19.7%	10.5%	3.7%	5.7%
Q16-3. Level of public involvement in City decision-making	8.7%	30.9%	26.2%	9.7%	8.0%	16.5%
Q16-4. City's cable television channel/video production	5.2%	17.2%	24.7%	4.2%	3.7%	44.9%
Q16-5. Usefulness of information that is available on City's website	11.7%	37.4%	29.9%	5.7%	1.2%	14.0%
Q16-6. How well City listens & responds to needs of citizens	8.7%	26.7%	30.7%	8.7%	4.2%	20.9%
Q16-7. City storm water education & outreach efforts	7.2%	20.2%	24.7%	8.0%	3.2%	36.7%

WITHOUT "DON'T KNOW"

Q16. Communication. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following. (without "don't know")

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q16-1. Availability of information about City programs & services	19.9%	45.1%	23.1%	9.3%	2.7%
Q16-2. City efforts to keep residents informed about local issues	18.3%	45.8%	20.9%	11.1%	4.0%
Q16-3. Level of public involvement in City decision-making	10.4%	37.0%	31.3%	11.6%	9.6%
Q16-4. City's cable television channel/video production	9.5%	31.2%	44.8%	7.7%	6.8%
Q16-5. Usefulness of information that is available on City's website	13.6%	43.5%	34.8%	6.7%	1.4%
Q16-6. How well City listens & responds to needs of citizens	11.0%	33.8%	38.8%	11.0%	5.4%
Q16-7. City storm water education & outreach efforts	11.4%	31.9%	39.0%	12.6%	5.1%

Q17. From which of the following sources do you currently get information about the City of Round Rock?

Q17. What sources do you currently get information about City of Round Rock?	Number	Percent
Austin American-Statesman or statesman.com	98	24.4 %
Round Rock Leader	123	30.7 %
Community Impact, the monthly publication	274	68.3 %
Local TV news	201	50.1 %
Round Rock Cable Channel (10 for Spectrum, 99 for Uverse)	32	8.0 %
Local radio	58	14.5 %
Enclosure in your City utility bill, Newsflash	181	45.1 %
Friends	127	31.7 %
City website (RoundRockTexas.gov)	169	42.1 %
Public meetings	15	3.7 %
Parks & Recreation email newsletter	52	13.0 %
Your Homeowner/Neighborhood Association (via newsletter, website, social media site, etc.)	133	33.2 %
City's Facebook pages (e.g. City, Police, Parks, Library)	88	21.9 %
City's Twitter accounts (e.g. City, Police, Parks, Library)	31	7.7 %
Nextdoor (neighborhood social network)	141	35.2 %
Total	1723	

Q18. Prior to receiving this survey, did you know that City has a "Tiered" rate structure to encourage water conservation year-round? (This means that residents are charged different rates for water based on their usage.)

Q18. Did you know that City has a "Tiered" rate structure to encourage water conservation year-round prior to receiving this survey?	Number	Percent
Yes	240	59.9 %
No	161	40.1 %
Total	401	100.0 %

Q19. Water Conservation and Awareness. Do you know when your household's designated watering days are?

Q19. Do you know when your household's designated watering days are?	Number	Percent
Yes	209	52.1 %
No	192	47.9 %
Total	401	100.0 %

Q19a. (If answered YES to Question 19) Which of the following best describes how often you follow the watering schedule for your household?

Q19a. How often do you follow the watering schedule for your household?	Number	Percent
Always	125	59.8 %
Usually	75	35.9 %
Sometimes	7	3.3 %
Never	1	0.5 %
Don't know	1	0.5 %
Total	209	100.0 %

WITHOUT "DON'T KNOW"**Q19a. (If answered YES to Question 19) Which of the following best describes how often you follow the watering schedule for your household? (without "don't know")**

Q19a. How often do you follow the watering schedule for your household?	Number	Percent
Always	125	60.1 %
Usually	75	36.1 %
Sometimes	7	3.4 %
Never	1	0.5 %
Total	208	100.0 %

Q19b. (If answered NO to Question 19) Do you know how to get information about the watering schedule for your household?

Q19b. Do you know how to get information about watering schedule for your household?	Number	Percent
Yes	53	27.6 %
No	124	64.6 %
Not provided	15	7.8 %
Total	192	100.0 %

WITHOUT "NOT PROVIDED"**Q19b. (If answered NO to Question 19) Do you know how to get information about the watering schedule for your household? (without "not provided")**

Q19b. Do you know how to get information about watering schedule for your household?	Number	Percent
Yes	53	29.9 %
No	124	70.1 %
Total	177	100.0 %

Q20. Customer Service. Have you contacted the City of Round Rock during the past year?

Q20. Have you contacted City of Round Rock during past year?	Number	Percent
Yes	192	47.9 %
No	209	52.1 %
Total	401	100.0 %

Q20a. (If answered YES to Question 20) How would you describe the service you received?

Q20a. How would you describe service you received?	Number	Percent
Excellent	76	39.6 %
Good	77	40.1 %
Fair	20	10.4 %
Poor	14	7.3 %
Don't know	5	2.6 %
Total	192	100.0 %

WITHOUT "DON'T KNOW"**Q20a. (If answered YES to Question 20) How would you describe the service you received? (without "don't know")**

Q20a. How would you describe service you received?	Number	Percent
Excellent	76	40.6 %
Good	77	41.2 %
Fair	20	10.7 %
Poor	14	7.5 %
Total	187	100.0 %

Q20b. (If answered YES to Question 20) Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the City employees in the Department you contacted MOST RECENTLY with regard to the following.

(N=192)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q20b-1. How easy they were to contact	32.8%	34.4%	9.9%	5.2%	3.6%	14.1%
Q20b-2. The way you were treated	40.6%	30.7%	8.3%	3.6%	2.1%	14.6%
Q20b-3. Accuracy of information & assistance you were given	35.4%	29.7%	12.0%	5.7%	2.6%	14.6%
Q20b-4. How quickly City staff responded to your request	37.5%	26.6%	11.5%	4.2%	5.2%	15.1%
Q20b-5. How well your issue was handled	36.5%	27.6%	12.0%	5.2%	4.2%	14.6%

WITHOUT "DON'T KNOW"

Q20b. (If answered YES to Question 20) Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the City employees in the Department you contacted MOST RECENTLY with regard to the following. (without "don't know")

(N=192)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q20b-1. How easy they were to contact	38.2%	40.0%	11.5%	6.1%	4.2%
Q20b-2. The way you were treated	47.6%	36.0%	9.8%	4.3%	2.4%
Q20b-3. Accuracy of information & assistance you were given	41.5%	34.8%	14.0%	6.7%	3.0%
Q20b-4. How quickly City staff responded to your request	44.2%	31.3%	13.5%	4.9%	6.1%
Q20b-5. How well your issue was handled	42.7%	32.3%	14.0%	6.1%	4.9%

Q21. Solid Waste/Utility Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q21-1. Residential trash (garbage) collection services	43.9%	40.4%	5.5%	3.7%	2.0%	4.5%
Q21-2. Bulky item pick up/removal services (e.g. old furniture, appliances)	27.4%	33.2%	12.7%	10.0%	2.2%	14.5%
Q21-3. Recycling services	37.2%	40.1%	9.7%	6.0%	1.5%	5.5%
Q21-4. Yard waste collection services	24.4%	30.4%	17.2%	5.7%	3.5%	18.7%
Q21-5. Drinking water services	31.7%	36.2%	14.7%	4.7%	2.7%	10.0%
Q21-6. Wastewater (sewer) services	32.4%	40.4%	14.2%	2.2%	1.0%	9.7%

WITHOUT "DON'T KNOW"

Q21. Solid Waste/Utility Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following. (without "don't know")

(N=401)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q21-1. Residential trash (garbage) collection services	46.0%	42.3%	5.7%	3.9%	2.1%
Q21-2. Bulky item pick up/removal services (e.g. old furniture, appliances)	32.1%	38.8%	14.9%	11.7%	2.6%
Q21-3. Recycling services	39.3%	42.5%	10.3%	6.3%	1.6%
Q21-4. Yard waste collection services	30.1%	37.4%	21.2%	7.1%	4.3%
Q21-5. Drinking water services	35.2%	40.2%	16.3%	5.3%	3.0%
Q21-6. Wastewater (sewer) services	35.9%	44.8%	15.7%	2.5%	1.1%

Q22. Expectations for Services. Using a scale of 1 to 5, where 5 means the level of service provided by the City should be "Much Higher" than it is now and 1 means "Much Lower," please indicate how the level of service provided by the City should change in each of the areas listed below.

(N=401)

	Much higher	A little higher	Stay the same	A little lower	Much lower	Don't know
Q22-1. Library services	10.7%	25.4%	41.9%	1.2%	2.2%	18.5%
Q22-2. Law enforcement	9.0%	25.9%	50.9%	3.0%	1.0%	10.2%
Q22-3. Fire response	7.7%	16.2%	58.1%	0.5%	0.5%	17.0%
Q22-4. Emergency medical services	7.0%	18.5%	53.9%	0.7%	0.7%	19.2%
Q22-5. Parks & open space	9.7%	32.9%	43.6%	1.5%	1.0%	11.2%
Q22-6. Recreation activities	8.7%	31.2%	43.9%	1.2%	1.0%	14.0%
Q22-7. Maintenance of infrastructure (e.g. streets, sidewalks)	20.7%	41.4%	30.4%	1.5%	0.7%	5.2%

WITHOUT "DON'T KNOW"

Q22. Expectations for Services. Using a scale of 1 to 5, where 5 means the level of service provided by the City should be "Much Higher" than it is now and 1 means "Much Lower," please indicate how the level of service provided by the City should change in each of the areas listed below. (without "don't know")

(N=401)

	Much higher	A little higher	Stay the same	A little lower	Much lower
Q22-1. Library services	13.1%	31.2%	51.4%	1.5%	2.8%
Q22-2. Law enforcement	10.0%	28.9%	56.7%	3.3%	1.1%
Q22-3. Fire response	9.3%	19.5%	70.0%	0.6%	0.6%
Q22-4. Emergency medical services	8.6%	22.8%	66.7%	0.9%	0.9%
Q22-5. Parks & open space	11.0%	37.1%	49.2%	1.7%	1.1%
Q22-6. Recreation activities	10.1%	36.2%	51.0%	1.4%	1.2%
Q22-7. Maintenance of infrastructure (e.g. streets, sidewalks)	21.8%	43.7%	32.1%	1.6%	0.8%

Q23. How likely do you think it is that the following consumer trends will influence your behavior?

(N=401)

	Extremely likely	Likely	Somewhat likely	Unlikely	Extremely unlikely	Don't know
Q23-1. On-line shopping	25.2%	26.7%	16.7%	18.2%	6.2%	7.0%
Q23-2. Delivery services such as food delivery, grocery delivery	14.0%	21.7%	19.2%	25.9%	11.5%	7.7%
Q23-3. Pre-order & pick-up at retail stores	11.2%	23.9%	24.2%	24.2%	7.5%	9.0%
Q23-4. Ride sharing	7.2%	10.7%	12.7%	34.7%	22.7%	12.0%
Q23-5. Telecommuting for work	14.2%	14.7%	11.2%	23.9%	18.7%	17.2%
Q23-6. Other	62.5%	12.5%	25.0%	0.0%	0.0%	0.0%

WITHOUT "DON'T KNOW"**Q23. How likely do you think it is that the following consumer trends will influence your behavior? (without "don't know")**

(N=401)

	Extremely likely	Likely	Somewhat likely	Unlikely	Extremely unlikely
Q23-1. On-line shopping	27.1%	28.7%	18.0%	19.6%	6.7%
Q23-2. Delivery services such as food delivery, grocery delivery	15.1%	23.5%	20.8%	28.1%	12.4%
Q23-3. Pre-order & pick-up at retail stores	12.3%	26.3%	26.6%	26.6%	8.2%
Q23-4. Ride sharing	8.2%	12.2%	14.4%	39.4%	25.8%
Q23-5. Telecommuting for work	17.2%	17.8%	13.6%	28.9%	22.6%
Q23-6. Other	62.5%	12.5%	25.0%	0.0%	0.0%

Q23-6. Other

Q23-6. Other	Number	Percent
Public transportation	1	12.5 %
Bicycles are around in traffic very dangerous	1	12.5 %
GET RID OF THEFT OF ILLEGAL ALIENS	1	12.5 %
Change gun laws	1	12.5 %
ELDERLY TRANSPORTATION	1	12.5 %
Working from home	1	12.5 %
VOLUNTARY FUNDING OF ALL PUBLIC SERVICES	1	12.5 %
Mass transit	1	12.5 %
Total	8	100.0 %

Q24. What do you think are the THREE biggest issues Round Rock will face in the next FIVE years?

Q24. What are the biggest issues Round Rock will face in next five years?	Number	Percent
Traffic	337	84.0 %
Controlling rapid growth	197	49.1 %
School related issues (e.g. overcrowding, lack of schools, system improvements)	133	33.2 %
Road repair/maintenance/expansion	121	30.2 %
High taxes/property taxes/finances	248	61.8 %
Public transportation	51	12.7 %
Crime (e.g. inadequate police, gangs)	69	17.2 %
Other	3	0.7 %
Don't know	2	0.5 %
Total	1161	

WITHOUT "DON'T KNOW"**Q24. What do you think are the THREE biggest issues Round Rock will face in the next FIVE years? (without "don't know")**

Q24. What are the biggest issues Round Rock will face in next five years?	Number	Percent
Traffic	337	84.5 %
Controlling rapid growth	197	49.4 %
School related issues (e.g. overcrowding, lack of schools, system improvements)	133	33.3 %
Road repair/maintenance/expansion	121	30.3 %
High taxes/property taxes/finances	248	62.2 %
Public transportation	51	12.8 %
Crime (e.g. inadequate police, gangs)	69	17.3 %
Other	3	0.8 %
Total	1159	

Q24. Other

<u>Q24. Other</u>	<u>Number</u>	<u>Percent</u>
Preserving archeological sites	1	33.3 %
ELDERLY TRANSPORTATION	1	33.3 %
Zoning & code enforcement	1	33.3 %
Total	3	100.0 %

Q25. Land Use. Please indicate whether you think there should be more, about the same, or fewer of the following types of places in Round Rock.

(N=401)

	More	About the same	Fewer	Don't know
Q25-1. Single-family detached houses	35.2%	44.1%	10.7%	10.0%
Q25-2. Traditional apartments	11.2%	36.9%	43.1%	8.7%
Q25-3. Urban-style mid-rise apartments	20.4%	28.9%	39.4%	11.2%
Q25-4. Townhouses	22.4%	39.9%	25.7%	12.0%
Q25-5. Accessory dwelling units (e.g. granny flats, garage apartments, tiny houses)	23.7%	24.4%	33.4%	18.5%
Q25-6. Senior housing (including independent living, assisted living, & long term care facilities)	39.4%	42.6%	8.2%	9.7%
Q25-7. Grocery store, pharmacy, & other shops for necessities	31.7%	56.9%	4.7%	6.7%
Q25-8. Specialty/boutique/independent retail	28.4%	51.1%	9.0%	11.5%
Q25-9. Restaurant, coffee shop, bakery, etc.	44.9%	42.9%	6.0%	6.2%
Q25-10. Bars	17.7%	45.1%	28.9%	8.2%
Q25-11. Food trucks	30.7%	36.7%	17.0%	15.7%
Q25-12. Entertainment establishments (e.g. movie theaters, music venues, arcades)	34.7%	47.4%	9.2%	8.7%
Q25-13. Microbreweries/distilleries	23.2%	38.9%	22.2%	15.7%
Q25-14. High-density mixed-use (like the Domain in Austin)	36.2%	28.9%	24.7%	10.2%
Q25-15. Offices/business parks for large employers	24.4%	46.1%	19.5%	10.0%
Q25-16. Professional services (e.g. attorneys, financial advisors)	15.7%	59.4%	12.5%	12.5%
Q25-17. Medical/dental offices	22.4%	60.1%	8.2%	9.2%
Q25-18. Fitness related such as a gym, yoga studio	17.7%	57.6%	14.0%	10.7%

Q25. Land Use. Please indicate whether you think there should be more, about the same, or fewer of the following types of places in Round Rock.

	More	About the same	Fewer	Don't know
Q25-19. Personal services (e.g. hair salons, nail salons)	13.0%	62.6%	13.5%	11.0%
Q25-20. Daycare or school	26.4%	54.9%	5.0%	13.7%
Q25-21. Public park, plaza or open space	38.9%	49.1%	4.2%	7.7%
Q25-22. Other	81.0%	9.5%	9.5%	0.0%

WITHOUT "DON'T KNOW"**Q25. Land Use. Please indicate whether you think there should be more, about the same, or fewer of the following types of places in Round Rock. (without "don't know")**

(N=401)

	More	About the same	Fewer
Q25-1. Single-family detached houses	39.1%	49.0%	11.9%
Q25-2. Traditional apartments	12.3%	40.4%	47.3%
Q25-3. Urban-style mid-rise apartments	23.0%	32.6%	44.4%
Q25-4. Townhouses	25.5%	45.3%	29.2%
Q25-5. Accessory dwelling units (e.g. granny flats, garage apartments, tiny houses)	29.1%	30.0%	41.0%
Q25-6. Senior housing (including independent living, assisted living, & long term care facilities)	43.6%	47.2%	9.1%
Q25-7. Grocery store, pharmacy, & other shops for necessities	34.0%	61.0%	5.1%
Q25-8. Specialty/boutique/independent retail	32.1%	57.7%	10.1%
Q25-9. Restaurant, coffee shop, bakery, etc.	47.9%	45.7%	6.4%
Q25-10. Bars	19.3%	49.2%	31.5%
Q25-11. Food trucks	36.4%	43.5%	20.1%
Q25-12. Entertainment establishments (e.g. movie theaters, music venues, arcades)	38.0%	51.9%	10.1%
Q25-13. Microbreweries/distilleries	27.5%	46.2%	26.3%
Q25-14. High-density mixed-use (like the Domain in Austin)	40.3%	32.2%	27.5%
Q25-15. Offices/business parks for large employers	27.1%	51.2%	21.6%
Q25-16. Professional services (e.g. attorneys, financial advisors)	17.9%	67.8%	14.2%
Q25-17. Medical/dental offices	24.7%	66.2%	9.1%
Q25-18. Fitness related such as a gym, yoga studio	19.8%	64.5%	15.6%

WITHOUT “DON’T KNOW”

Q25. Land Use. Please indicate whether you think there should be more, about the same, or fewer of the following types of places in Round Rock. (without "don't know")

	More	About the same	Fewer
Q25-19. Personal services (e.g. hair salons, nail salons)	14.6%	70.3%	15.1%
Q25-20. Daycare or school	30.6%	63.6%	5.8%
Q25-21. Public park, plaza or open space	42.2%	53.2%	4.6%
Q25-22. Other	81.0%	9.5%	9.5%

Q25-22. Other

Q25-22. Other	Number	Percent
Public transportation	1	4.8 %
ENLARGE CLAY MADSON	1	4.8 %
PARKING GARAGE	1	4.8 %
AFFORDABLE HOUSING LIKE MUELLER IN AUSTIN	1	4.8 %
Public swimming pool and soccer field	1	4.8 %
Recreation Center	1	4.8 %
Water Park, City Run	1	4.8 %
BUILDING PROJECTS	1	4.8 %
Improve traffic lights and make them safer for drivers	1	4.8 %
Strip malls	1	4.8 %
Churches	1	4.8 %
ELDERLY TRANSPORTATION	1	4.8 %
Retail stores	1	4.8 %
New animal shelter closer to Round Rock	1	4.8 %
No more low income housing	1	4.8 %
YOUTH SPORTS	1	4.8 %
Clothing stores, high end salons	1	4.8 %
Bike lanes on more roads	1	4.8 %
Bike trails	1	4.8 %
Downtown parking options	1	4.8 %
Sporting events	1	4.8 %
Total	21	100.0 %

Q26. Please rate how likely you would be to use each of the following modes of transportation in lieu of your personal vehicle.

(N=401)

	Extremely likely	Likely	Somewhat likely	Unlikely	Extremely unlikely	Don't know
Q26-1. Walking on sidewalks & trails	29.9%	27.7%	20.7%	10.5%	7.2%	4.0%
Q26-2. Cycling in bike lanes	12.2%	15.7%	13.5%	28.9%	22.9%	6.7%
Q26-3. Public transit (buses)	9.0%	13.2%	21.2%	28.9%	22.9%	4.7%
Q26-4. Car share/ride share (e.g. Uber, Lyft, Car2Go)	11.0%	15.0%	22.9%	25.9%	19.2%	6.0%
Q26-5. Other	61.5%	15.4%	15.4%	0.0%	7.7%	0.0%

WITHOUT "DON'T KNOW"**Q26. Please rate how likely you would be to use each of the following modes of transportation in lieu of your personal vehicle. (without "don't know")**

(N=401)

	Extremely likely	Likely	Somewhat likely	Unlikely	Extremely unlikely
Q26-1. Walking on sidewalks & trails	31.2%	28.8%	21.6%	10.9%	7.5%
Q26-2. Cycling in bike lanes	13.1%	16.8%	14.4%	31.0%	24.6%
Q26-3. Public transit (buses)	9.4%	13.9%	22.3%	30.4%	24.1%
Q26-4. Car share/ride share (e.g. Uber, Lyft, Car2Go)	11.7%	15.9%	24.4%	27.6%	20.4%
Q26-5. Other	61.5%	15.4%	15.4%	0.0%	7.7%

Q26-5. Other

Q26-5. Other	Number	Percent
Metro Rail	4	30.8 %
Rail	1	7.7 %
ELECTRIC GOLF CARTS	1	7.7 %
MY CAR	1	7.7 %
Light rail train	1	7.7 %
Carpooling	1	7.7 %
ELDERLY TRANSPORTATION	1	7.7 %
Taxi	1	7.7 %
Light rail train to downtown	1	7.7 %
Train	1	7.7 %
Total	13	100.0 %

Q27. Would you prefer that new neighborhoods in the City are developed as typical suburban subdivisions like Forest Creek, or would you prefer new homes be built in a mixed-use development like the Mueller Development in Austin? (Mixed-use is a term which describes several different land uses within one area/building.)

Q27. Would you prefer that new neighborhoods in City are developed as typical suburban subdivisions or new homes be built in a mixed-use development?

	Number	Percent
Typical suburban subdivisions	166	41.4 %
Mixed use development	141	35.2 %
No preference	78	19.5 %
Not provided	16	4.0 %
Total	401	100.0 %

WITHOUT "DON'T KNOW"

Q27. Would you prefer that new neighborhoods in the City are developed as typical suburban subdivisions like Forest Creek, or would you prefer new homes be built in a mixed-use development like the Mueller Development in Austin? (Mixed-use is a term which describes several different land uses within one area/building.) (without "not provided")

Q27. Would you prefer that new neighborhoods in City are developed as typical suburban subdivisions or new homes be built in a mixed-use development?

	Number	Percent
Typical suburban subdivisions	166	43.1 %
Mixed use development	141	36.6 %
No preference	78	20.3 %
Total	385	100.0 %

Q28. How satisfied are you with the quality/appearance of recent commercial development in the City?

Q28. How satisfied are you with quality/appearance of recent commercial development in City?	Number	Percent
Very satisfied	52	13.0 %
Satisfied	191	47.6 %
Neutral	113	28.2 %
Dissatisfied	27	6.7 %
Very dissatisfied	9	2.2 %
Don't know	9	2.2 %
Total	401	100.0 %

WITHOUT "DON'T KNOW"**Q28. How satisfied are you with the quality/appearance of recent commercial development in the City? (without "don't know")**

Q28. How satisfied are you with quality/appearance of recent commercial development in City?	Number	Percent
Very satisfied	52	13.3 %
Satisfied	191	48.7 %
Neutral	113	28.8 %
Dissatisfied	27	6.9 %
Very dissatisfied	9	2.3 %
Total	392	100.0 %

Q29. How satisfied are you with the quality/appearance of recent residential development in the City?

Q29. How satisfied are you with quality/appearance of recent residential development in City?	Number	Percent
Very satisfied	49	12.2 %
Satisfied	188	46.9 %
Neutral	116	28.9 %
Dissatisfied	34	8.5 %
Very dissatisfied	5	1.2 %
Don't know	9	2.2 %
Total	401	100.0 %

WITHOUT "DON'T KNOW"**Q29. How satisfied are you with the quality/appearance of recent residential development in the City? (without "don't know")**

Q29. How satisfied are you with quality/appearance of recent residential development in City?	Number	Percent
Very satisfied	49	12.5 %
Satisfied	188	48.0 %
Neutral	116	29.6 %
Dissatisfied	34	8.7 %
Very dissatisfied	5	1.3 %
Total	392	100.0 %

Q30. Approximately how many years have you lived in Round Rock?

Q30. How many years have you lived in Round Rock?	Number	Percent
0-5	90	22.4 %
6-10	53	13.2 %
11-15	70	17.5 %
16-20	68	17.0 %
21-30	61	15.2 %
31+	50	12.5 %
Not provided	9	2.2 %
Total	401	100.0 %

WITHOUT "NOT PROVIDED"**Q30. Approximately how many years have you lived in Round Rock? (without "not provided")**

Q30. How many years have you lived in Round Rock?	Number	Percent
0-5	90	23.0 %
6-10	53	13.5 %
11-15	70	17.9 %
16-20	68	17.3 %
21-30	61	15.6 %
31+	50	12.8 %
Total	392	100.0 %

Q31. What is your age?

Q31. Your age	Number	Percent
18-34	79	19.7 %
35-44	87	21.7 %
45-54	75	18.7 %
55-64	77	19.2 %
65+	72	18.0 %
Not provided	11	2.7 %
Total	401	100.0 %

WITHOUT "NOT PROVIDED"**Q31. What is your age? (without "not provided")**

Q31. Your age	Number	Percent
18-34	79	20.3 %
35-44	87	22.3 %
45-54	75	19.2 %
55-64	77	19.7 %
65+	72	18.5 %
Total	390	100.0 %

Q32. What is the highest level of formal education you completed?

Q32. Highest level of formal education you completed	Number	Percent
Grade school	3	0.7 %
High school	30	7.5 %
Some college	90	22.4 %
College graduate	152	37.9 %
Graduate work	19	4.7 %
Graduate degree	100	24.9 %
Not provided	7	1.7 %
Total	401	100.0 %

WITHOUT "NOT PROVIDED"**Q32. What is the highest level of formal education you completed? (without "not provided")**

Q32. Highest level of formal education you completed	Number	Percent
Grade school	3	0.8 %
High school	30	7.6 %
Some college	90	22.8 %
College graduate	152	38.6 %
Graduate work	19	4.8 %
Graduate degree	100	25.4 %
Total	394	100.0 %

Q33. Do you work in the City of Round Rock?

Q33. Do you work in City of Round Rock?	Number	Percent
Yes	133	33.2 %
No	262	65.3 %
Not provided	6	1.5 %
Total	401	100.0 %

WITHOUT "NOT PROVIDED"**Q33. Do you work in the City of Round Rock? (without "not provided")**

Q33. Do you work in City of Round Rock?	Number	Percent
Yes	133	33.7 %
No	262	66.3 %
Total	395	100.0 %

Q34. Do you have children living at home in the following age ranges?

Q34. What age range children are living at home?	Number	Percent
Under 6 years	79	19.7 %
6 to 12 years	83	20.7 %
13 to 18 years	92	22.9 %
No children	202	50.4 %
Total	456	

Q35. What is your gender?

Q35. Your gender	Number	Percent
Male	206	51.4 %
Female	193	48.1 %
Not provided	2	0.5 %
Total	401	100.0 %

WITHOUT "NOT PROVIDED"**Q35. What is your gender? (without "not provided")**

Q35. Your gender	Number	Percent
Male	206	51.6 %
Female	193	48.4 %
Total	399	100.0 %

Q36. Are you of Hispanic, Latino, or other Spanish heritage?

Q36. Are you of Hispanic, Latino, or other Spanish heritage?	Number	Percent
Yes	110	27.4 %
No	286	71.3 %
Not provided	5	1.2 %
Total	401	100.0 %

WITHOUT "NOT PROVIDED"**Q36. Are you of Hispanic, Latino, or other Spanish heritage? (without "not provided")**

Q36. Are you of Hispanic, Latino, or other Spanish heritage?	Number	Percent
Yes	110	27.8 %
No	286	72.2 %
Total	396	100.0 %

Q37. Which of the following best describes your race/ethnicity?

Q37. Your race/ethnicity	Number	Percent
Asian/Pacific Islander	27	6.7 %
American Indian/Eskimo	5	1.2 %
Black/African American	39	9.7 %
White	296	73.8 %
Other	23	5.7 %
Total	390	

Q37. Other

Q37. Other	Number	Percent
Hispanic	12	54.5 %
Mixed race	3	13.6 %
Spanish	2	9.1 %
Cherokee/Irish	1	4.5 %
Native American, Spanish	1	4.5 %
Italian	1	4.5 %
Hispanic/Latino	1	4.5 %
Mexican	1	4.5 %
Total	22	100.0 %

Q38. Would you say your total annual household income is...

Q38. What is your total annual household income?	Number	Percent
Under \$25K	15	3.7 %
\$25K to \$49,999	49	12.2 %
\$50K to \$74,999	45	11.2 %
\$75K to \$99,999	67	16.7 %
\$100K to \$124,999	64	16.0 %
\$125K to \$149,999	37	9.2 %
\$150K to \$199,999	42	10.5 %
\$200K+	35	8.7 %
Not provided	47	11.7 %
Total	401	100.0 %

WITHOUT "NOT PROVIDED"**Q38. Would you say your total annual household income is... (without "not provided")**

Q38. What is your total annual household income?	Number	Percent
Under \$25K	15	4.2 %
\$25K to \$49,999	49	13.8 %
\$50K to \$74,999	45	12.7 %
\$75K to \$99,999	67	18.9 %
\$100K to \$124,999	64	18.1 %
\$125K to \$149,999	37	10.5 %
\$150K to \$199,999	42	11.9 %
\$200K+	35	9.9 %
Total	354	100.0 %

Q39. If you have any other comments to improve city services, please enter them below.

- Continue to focus on parks and outdoor areas
- Include new bike lanes in road projects (instead of after the road projects have been completed)
- With the new addition of the Kalahari resort, the traffic that is going to flow through Kenney Forth will increase significantly, taxpayers shouldn't be penalized for this (or at least not completely). Ideally Kalahari would contribute resource to fund the expansion of Kenney Forth but a fair compromise would be to split it between taxpayers and the resort.
- Road projects should anticipate growth and design for traffic service
- I just want to say I think the city is doing a great job with planning for the future. I see you guys get a lot of flack on your Facebook pages about people complaining that this isn't a small town anymore but honestly it hasn't been for years. It's great that the city is really looking towards the future and I appreciate all the changes I've seen from the vibrant downtown area to the addition of sorely needed buses. Change and adaptability is good, keep it up and thank you Round Rock. I'm glad to call this city home.
- Reduce speed limits. I don't want to be driving through stop and go lights at 60 to 65 mph even if they are synced. Intersections are simply dangerous. 1431, Parmer, Service Roads, Ronald Reagan, etc. should have a speed limit of 50 or less. It is such a waste to go and stop and go and stop, race to the red, hurry up and stop. And you get nowhere faster with fast speeds because of red lights and traffic. That goes for I-35 through Austin, too. a 55 mph limit from north of Georgetown to Buda would work wonders, but I know that's not Round Rock's call. Speed kills, set reasonable safe speed limits like Avery Ranch, Brushy Creek, and new road E New Hope. Kudos there.
- Would be nice to have a city owned water park with the Texas heat.
- It would be nice if recycle pick up was weekly instead of bi-weekly. I would also like to see better public transit on the west side of the city
- Round Rock is the best city in central Texas. City services are good. Maintaining and improving existing roads should improve.
- When we were looking for a new house 2 yrs ago, one of the reasons we stayed in RR was the love for it and lower property taxes. With this years rise of taxes we are almost being pushed out of a neighborhood we love. The taxes rising and keep rising are going to make the people who helped build RR into what it is today move away
- Listen to the people not just pretend to listen
- Round Rock totally reminds me of where I grew up as a kid love it!!!!!!(Spring TX.)
- Some lights at the volleyball courts in Old Settlers Park would be nice
- Parking on the street in our neighborhood makes driving difficult and dangerous. I think there should be an ordinance that forbids parking that narrows passage of vehicles (for example on curves) and creates blind spots. I also think there should be enforcement so that people can't leave inoperable cars on the street. I live on Lorson Loop and would appreciate it if the police would drive on our street once in a while. Thanks.
- Better support for Mark Remmert.
- Get rid of libraries or do something that is beneficial for all and not just a place for homeless to poop.
- Address the lights at McNeil and the track.
- I think Round Rock has smart and responsive government. The city is highly desirable place to live and we have witnessed it blossom over the past decade. Stay smart, hold the line, and use our market's positive attributes to leverage community-endorsed growth and financing plans.

Q39. If you have any other comments to improve city services, please enter them below (cont.).

- down town is a disaster area. Too many bars. There is no reason for it. I have lived here for 30+ years, and now I have to deal with drunk drivers cutting through my neighborhood and loud music from outdoor patio style venues every weekend. Closing streets to reroute traffic into this disaster area is ridiculous. Open the road under the Mays street bridge back up so people can actually get around down town. Some of us do not wish to endure the bar scene that has become downtown Round Rock.
- Encourage builders to build on the west side of I-35 between 45 and 1431 (master planned communities with both lower end and higher end single family homes plus a few condo/town home communities. (2) Create a one elevated exit lane on FM-620 near the intersection of I-35 (elevation starts around Brentwood, over the tracks and merging I-35 south bound. (3) Create one elevated exit lane on I-35 near FM-620 that would take west bound route on FM-620, over the tracks and merge with FM-620 near Brentwood. (4) Long-term planning wise, make space for a passenger train station on both west side and east side of Round Rock for city commuter trains.
- Traffic!!!! Thanks for working on it! More trails connecting south west round rock. Mc Neil area. We need an H-E-B in south west RR!!!!!!!!!! Nearer to Chisholm Valley!!!!!!
- Water to be less hard.
- The number of apartments and low income apartments has to decrease. Or we must be more strategic about where they are erected. 7 apartment complexes or more have been built in a 3 mile radius in North RR. Traffic issues should have been foreseen. Especially near the shopping, university and medical district?
- Please look into controlling bicycles riding early in the morning people driving in the dark with very small roads all traffic has to slow down and can cause an accident .
- There is a lot of streets and avenues that night more light at night, if you could increase the number of lights for street will bring more security and pleasure to walk and run around ours subdivisions.
- also the time is given to the main streets like Gatti school or others is good but not to the convergent streets. it takes a long time to the light to change from red to green some places around 2 minutes.
- Police, schools, roads, and transportation should be the priority. Something needs to be done on university between sunrise and I-35. That isn't even mentioned in the project planning. I won't even shop over there any more because of the horrible traffic.
- Need to expand city sponsored youth after school programs be on free to sliding scale.
- Intersection of Chisolm Trail and Sam Bass is ridiculous. Constantly blocked by cars (illegally) Timing of signal is terrible
- Stop giving tax incentives to large business or sports teams.
- I really hate to see all the beautiful land disappear to development that's really NOT needed. Ends up sitting there empty after a few years.
- I do get that 35 in RR is a pain, something to fix that. Also, all the private property that's not being taken care of, needs to be. It's a huge eye sore to see land just not being cleaned up by pulling all the dead limbs/leaves and trimming everything. I really wish things would be more enforced in the city to keep all of us safe. I wouldn't mind a raise in the property taxes by \$4 a month, if that means neighborhoods are safer and properties are cleaned up.
- currently, our company is moving away from this area and deeper in to Austin because the commercial buildings for lease are just too much. So sad because we live in round rock ranch and work just right at 45 and 35 and now we are looking a 35 minute commute.
- With the recent attack on the brushy creek trail, maybe have some bicycle cops riding the trail occasionally.

Q39. If you have any other comments to improve city services, please enter them below (cont.).

- APPEARANCE AND MAINTENANCE ON INTERSECTION OF 79 & MAYS. BETTER CONDITIONS ON SIDEWALKS . MORE CROSSWALKS AND SAVE ONES TO GET TO DOWNTOWN RR.
- Public transportation is good for Round Rock but would prefer to see smaller buses with scheduled bus stops within the city and the large CapMetro buses be used only to travel to Austin.
- stop limiting trash pick up if you only have one day per week
- We do not want RR to turn out like Austin. The demographics you are recruiting to live here are going to turn into a liberal extension of Austin. (or you could say, California).
- EMS HAS BILLING ISSUES,THEY NEED TO LEARN TO CODE AND BILL CLIENTS CORRECTLY. THE CITY OF ROUND ROCK NEEDS TO HIRE EMPLOYEES WHO WILL LIVE IN THE ROUND ROCK CITY LIMITS, THIS WILL MAKE THEIR DECISIONS BETTER WHEN THEY ARE PART OF THE CITY, ALSO WE NEED MORE OVERSIGHT ON CITY FUNDS AND CITY PROPERTY. TOO MUCH CORRUPTIONS GOING ON
- Enforce drug trafficking in schools. Round Rock high school has dealers that are Freshman, sophomore, juniors, and seniors. The sign of Drug free school zone, is a joke. The officers in the schools are just eating donuts and not paying attention as how many kids are buying drugs IN school.
- DON'T MAKE RR INTO LARGER CITY THAN IT IS, SLOW NEW HOUSING DEVELOPMENTS TO KEEP TRAFFIC FROM INCREASING AND HELP KEEP TAXES DOWN
- RECYCLING EVERY WEEK INSTEAD OF BI-WEEKLY, SEWERS NEED MUCH REPAIR, BACKFLOWS AND FLOODS OF SEWAGE INTO HOME HAPPEN VERY REGULARLY IN SOUTH CREEK
- PLEASE LIMIT ADDITIONAL AFFORDABLE HOUSING ON THE EAST SIDE OF RR WE'RE MORE THAN ABSORBED OUR SHARE
- Route 79 needs another lane.
- I love Round Rock. It reminds me of my hometown in Tennessee. We are growing too big too fast. Put a cap on growth please or the beauty of what it is will be gone.
- WEST SIDE WAS PROMISED A RECREATION CENTER FOR THE CITY TO DIVERT THAT MONEY AFTER THE VOTERS FOR THE RECREATION CENTER WAS AS CLOSE TO FRAUD AS YOU CAN GET. GROWTH IS NOT ALWAYS GOOD, REALLY TIRED OF THE CHAMNER OF COMMERCE RUNNING THIS CITY
- I think the sidewalks along Grattis School Rd should be moved to the street. Many kids use the sidewalks.
- WHEN A TRAIN GOES BY AT 79TH & REDBUD THE LIGHTS CEASE TO BE SYNCHRONIZED, TRAFFIC AT A STAND STILL LONG AFTER TRAIN HAS LEFT, TRAIN HORN EXCESSIVELY LOUD AND LONG LASTING
- TRAFFIC IS HUGE ISSUE ON THE WEST SIDE OF TOWN, HIGH SCHOOL DISTRICT TAXES/PROPERTY WILL LIKELY FACILITATE A MOVE OUT OF RR IN THE NEAR FUTURE, TAX OFFICE PERSONNEL AREN'T HELPFUL WILL EMPLOY A COMPANY TO PROTEST TAXES NEXT YEAR IF WE ARE STILL HERE AND HAVEN'T SOLD THIS HOUSE
- CONSIDER TO REVISIT PROPERTY TAX RATE REDUCTION OR TO REDUCE TRAFFIC
- It is a shame how many people have to sell their land because of high taxes and all that is built are subdivisions and roads. The country disappears.
- No Apartments!!! Fix our roads!!!
- WOULD BE NICE TO HAVE ONE TO THREE ADDITIONAL DISC GOLF COURSES

Q39. If you have any other comments to improve city services, please enter them below (cont.).

- KINNINGHAM PARK NEEDS AN UPGRADE, LIBRARY SHOULD SYBSCRIBE TOHOOPLA, GRIMES AND GATTIS INTERSECTION IS DANGEROUS, POLICE OVER ENFORCE LOITERING LAWS, POTENTIAL RACISM HAS BEEN ENCOUNTERED
- NO CONSTRUCTIVE SUGGESTIONS
- We need more public swimming pools, soccer fields, and more places for children to play together. Thank you!!!
- I would like to see more street sweepers cleaning neighborhoods, especially cul-de-sacs.
- paint/update water tower in downtown, write round rock on it, it would be great to have more tails for walking/biking. Thanks for all you do. the city could use more healthy organic type restaurants i.e., gluten market instead of chains
- We are not impressed with Round Rock being Sports Capitol of Texas. Please, we do NOT want a public bus system here, keep it in Austin only. We do not want any more bars or drinking establishments in Round Rock.
- I ASKED THAT YOU KEEP ROUND ROCK AFFORDABLE AND NOT INCREASE THE LIVING SITUATION NOT ALL PEOPLE ARE GIVEN A SILVER SPOON
- MORE POLICE WITH BETTER PROTECTION NO TASERS, LAW GETS THEM OFF THE STREETS I HAVE TO PUT THEM DOWN ON MY PROPERTY, PAY OUR POLICE BETTER PLEASE STRENGTHEN ARE CASTLE LAWS. GET THE ILLEGAL ALIENS OUT OF THE USA
- More patrols in neighborhoods to catch speeders and stop sign runners. South-creek subdivision and Turtle Creek have a lot of people who hardly slow down for stop signs.
- Provide information and or discounts on solar panels for houses, maybe with an incentive program? Also, neighborhood gardens put in, so that people, families, and children can use and learn. Thank you!
- HAVE CITY STAFF TALK FACE TO FACE TO THE PEOPLE IN THE AREA WHERE WORK IS BEING DONE. AND SEE WHAT THEY THINK.
- NOT LIKING THAT ALL THE OLDER HOMES SEEM TO BE GOING COMMERCIAL.
- THE MAIN CITY STREETS SHOULD BE 3 LANES AND TRAFFIC SIGNALS. THE RISING PRICES OF HOMES ARE PUSHING MIDDLE CLASS AND RETIREES OUT OF THE CITY.
- TRAFFIC IS WORSE IN ROUND ROCK THEN IT IS IN AUSTIN PLEASE FIX IT!
- BETTER COMMUNICATION WITH RESIDENTS FLYERS.
- TRAFFIC IS THE BIGGEST ISSUE.
- MY FAMILY WOULD NOT LIVE IN ANY OTHER PART OF AUSTIN.
- WE NEED MORE AFFORDABLE HOUSING ON THE WEST SIDE OF ROUND ROCK.
- CITY NEEDS TO BE MORE CONSISTENT ESPECIALLY WATER WITH THEIR ISSUES.
- Please stop providing low income housing like apartments, section 8 housing etc. as it increases crime.
- More police services (SRO's)within EACH school on a daily basis! Kids are not safe in schools in today's day and age and Round Rock is a similar community to the communities we see on the news. Instead of officers waiting to catch a speeder, I'd prefer them foot patrolling schools and reverting back to community policing (i.e. people/the community knows your name and feels comfortable sharing information!) I'd like our children to feel completely comfortable going up to our officers, having a chat, taking a picture with them, and truly looking up to them as heroes!

Q39. If you have any other comments to improve city services, please enter them below (cont.).

- Also, policies in schools need to change as a whole. A 5th grader in my son's school was not suspended after bringing a knife to school and threatening children! He did not get in trouble because the policy states the knife needed to be more than 5 inches, last time I checked you could puncture a decent wound on someone with a small (less than 5 inch) pocket knife. This school was known for brushing dirt under rugs instead of addressing issues with the community!
- The timing of lights along SH45 could be adjusted to help relieve stranded traffic. IE: When west bound traffic on Louis Henna (SH45) is turning north bound on A.W. Grimes and the light changes to allow south bound Grimes traffic to go under SH45, there should be an extended green light time for North bound traffic to continue thru instead of making them stop and wait. The West bound traffic isn't going anywhere yet so why make traffic stop. Let them continue on. Same goes for Greenlawn. And this goes for West to South turning options at both intersections as well.
- Complete the frontage road, or Louis Henna, between the Donnell underpass and Heatherwild/RedBud east bound. I see so many people Stop and backup because they are not aware they are entering the Toll road until too late. There is not enough signage to warn people. Someday there will be accidents with injuries. I'd also like to see the west bound frontage from RedBud to Donnell completed with at least one west bound lane.
- EXCELLENT QUESTIONS!
- I have spoken to several people who though old settlers implementing a designated off leash area. Auditorium shores in Austin has one that is really nice section great for families and pet owners.
- My main issue is Chandler Road east of AW Grimes. It must be expanded to include two lanes in each direction, along with adequate turning lanes. The light at CR110 gets backed up for miles going east because there is no turn lane. Also, I've seen several vehicles blow past the stop sign coming off 130 to turn left on Chandler. I believe we recently had a fatality there. The cops are eager to pull folks over for going 5MPH over the speed limit, but they don't do anything to control traffic.
- McNeil road between Oak Ridge and 45 has become a raceway. Traffic needs to be better controlled there.
- Please stop the growth and build road before ever considering any more resorts. Please don't run all the good people out. So many locals are upset. Please take time to listen to the heart cries of the people who made round rock what it was and not this crazy place it has become
- I would like to see Speed Bumps installed on Lake Forest Drive, people drive too fast on this road
- I think we need more destinations that people from outside of Round Rock come to see.
- We could recycle more than what we are doing now!
- Business street signs not to exceed 10' from ground.
- PLEASE DO NOT BUILD THE WATERPARK/RESORT ACROSS FROM THE DELL DIAMOND. IT IS GOING TO BE A NIGHTMARE.
- Check over and update the Department phone numbers on your web site. I called the number listed for the recycle center on Deepwood and got a message it was disconnected.
- There is an area off Louis Henna between AW Grimes/Grand and Shultz with a green belt that is a potential for urban farming or natural butterfly/bee wild flower area where zen gardens, reflective pool, etc. could be a nice park for nature lovers. A possible Dog Park area too. It is not large enough to be developed and is maintained by the city anyway, why not make it a usable space for area?
- Our main concern is the traffic on hwy79 once the new hotel across from Dell Diamond is complete.

Q39. If you have any other comments to improve city services, please enter them below (cont.).

- Traffic is always getting worse, and we need to stay ahead of it. Schools. I think we are investing too much in the quality of the facilities.
- stop promoting growth let it happen naturally stop corporate welfare I have lived here 35 yrs. but I don't get tax breaks, newcomers do that is wrong
- round rock is a great place to live, you all are doing a good job just a few things our garbage people are sloppy stuff goes everywhere, stop street sweepers dust foos everywhere and its a waste of money, spray for mosquitos
- taxes too constant used of bonds are way too high also the appraisal of home values is skewed
- like to open a homeless shelter for veterans
- I WORRY MOST ABOUT AN INCREASE IN CRIME IN A CITY SUCH AS RR THAT IS GROWING SO RAPIDLY, I WOULD ALSO PREFER THAT THE HOUSING BE MORE HOMES AND LESS APTS, WE HAVE TOO MANY APTS HENCE AN INCREASE IN CRIME
- DOING A GOOD JOB
- ENJOY THE IMPROVEMENTS TO DOWNTOWN ROUND ROCK AS WELL AS THE AMOUNT AND QUALITY OF PARKS IN THE AREA. THANK YOU
- ALL KINDS OF HOUSING IS TOO EXPENSIVE NEED MORE MICRO-HOUSING FOR INDEPENDENT SENIORS PROPERTY TAXES ARE OUTRAGEOUS
- EXPAND GATTIS ITS DANGEROUS, EXTEND THE BRUCHY CREEK TRAIL SYSTEM CONNECT THEM
- OVER DEVELOPMENT NOT ENOUGH PUBLIC TRANSPORT TRAFFIC IS BIG CONCERN
- LIVE IN RR HO AUTH DUPLEX I NEED RIDES TO DOCTOR APPTS, I AM CRIPPLED
- COMPUTER BILLING SYSTEM CHANGE THAT DOESN'T WORK AND AFFECTS HOW I PAY MY BILL ON TIME
- Overall this is an AWESOME place to live. Can't imagine living anywhere else.
- There are just SO MANY people and SO MUCH traffic. And with those things - we've become more susceptible to crime increases.
- I do feel VERY comfortable and always appreciate our police department and their involvement in keeping us safe and informed.
- I just moved back into Round Rock. I'm new to this part of Old Settlers. So much of my info is limited for now. I like these surveys. Keep them coming.
- Do not allow adult businesses to be located within city limits.
- Enough taxes spent on youth (soccer facilities, etc.)/ Freeze property taxes for retired/over 65, like Georgetown and Cedar Park.
- Fix the traffic on I35.
- In general, RRTX is a great place to live. Most things are working well.
- The growth in Round Rock is phenomenal but planning is short sighted because of the populous. Everyone wanted more downtown. Now all you hear is there are too many bars downtown. A never ending battle with no real solution.
- had issue with limb pick up after code enforcement city should coordinate and provide free service if code enforcement requires resident to trim tree limbs, inquire with emsud horozovic fell free to contact me 512-656-6560

Q39. If you have any other comments to improve city services, please enter them below (cont.).

- improve city services to improve lives of residents
- I used to love Round Rock before growth, I understand we needed some growth but do we really want to be like Austin
- disappointed in limits of garbage pickup. need lower cost for utilities, stop raising tax rates use budget friendly
- cars parking in my neighborhood, right across side by side street from east other you can't pass through. A fire truck had to back out on canter because could not reach a fire in house and go around
- sidewalks in the neighborhood are horrible uneven
- street light needed in eggacres subdivision
- have been extremely satisfied when I called and asked for help it was immediate and thorough
- more emphasis on veterans service, recruiting efforts
- communities of concord and brushy creek, round rock ranch, turtle creek and soty creek do not have direct access to brushy creek trail without going to aw grimes or kenny fort adding access from the south side will improve accessibility usage and make that section more secure
- finish 45 feeder to get traffic off high country. back ups everyday at prime times, dangerous and noise is terrible
- It would be great to have more city operated gun ranges as part of Adult Recreational activities.
- I HAD A ZONING VIOLATION IN MY BACK YARD. THE TECH DID NOT WANT TO CHARGE ME WANTED TO FIX THE PROBLEM AND GAVE ME TIME TO DO THAT.
- I WOULD LIKE TO SEE POLICE DEPARTMENT MAKE PUBLIC AND EXPLICIT STATEMENTS THAT THEY WILL PROTECT THE 2ND AMENDMENT RIGHTS OF ALL ROUND ROCK CITIZENS.
- More public transportation, bus from Round Rock to Austin and back at least once a day. More shopping choices, Whole Foods please! Travel to Austin for everything RR does not have, Whole Foods, clothing and re sale stores like The Buffalo Exchange.
- Property taxes too high
- Fix McNeil With All That Traffic. Also Check On Some Street That Need Improvement
- Someone should let the Sapp Family know this isn't their email address. And if you continue to email me I will continue to answer these questions. How accurate is that?
- Please do something signal light of A.w.grimes and Gattis school road. Too many accident.
- more family events in downtown round rock
- to pick up recycle every week
- traffic signal at aw grimes and gattis is unsafe
- please don't turn us into Austin where all development is for investors and rich people, that's what mueller style developments do, ordinary folks are allowed in only on charity if this happens organically ok but fore the city to do it is wrong
- thank you for sending and allowing us to have input in the continuance work that will be done
- city of round rock doing great job under your leadership and your great team. thank you sir, best regards Jeffery
- do not become Austin, the bike lanes are ridiculous to put a person on a bike next to a vehicle. expand downtown or fix parking there. Encourage local business
- lower taxes should be #1 priority
- CONTROL GROWTH THEN THER EST WILL FOLLOW
- when it comes to future commercial/residential development just don't create a domain situation up here and leave the yuppies and soaring rents down south

Q39. If you have any other comments to improve city services, please enter them below (cont.).

- need rail service
- Wish the bus system would run on a daily basis. Would really love to ride the bus to church
- please stop the growth
- consideration of homestead property within downtown round rock needs to be give attention

Section 7:

Survey Instrument



June 2018

Dear Round Rock City Resident:

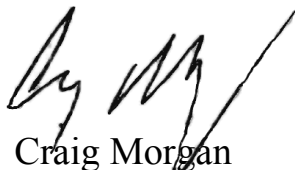
Your input on the enclosed survey is extremely important. During the next few months, we will be making decisions that affect a wide range of City services, including public safety, parks and recreation, code enforcement, and others. To ensure the City's priorities are aligned with the needs of our residents, we need to know what YOU think.

We appreciate your time. We realize this survey takes some time to complete, but every question is important. The time you invest in this survey will influence dozens of decisions that will be made about the City's future. Your responses will also allow City leaders to identify and address the many opportunities and challenges facing the community.

Please return your survey sometime during the next week. Your responses will remain confidential. Return your survey in the enclosed postage-paid envelope.

If you have any questions, feel free to call my office at (512) 218-5400. Thanks again for taking the time to better our community.

Respectfully,



Craig Morgan
Mayor



2018 Round Rock Community Survey

Please take a few minutes to complete this survey. Your input is an important part of the city's on-going effort to improve the quality of city services. If you have questions, please contact Will Hampton at 512-218-5409. If you would prefer to complete this survey online, please go to roundrocksurvey.org.

1. **Overall Quality of City Services.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the overall quality of the following services provided by the City of Round Rock.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Parks and Recreation programs	5	4	3	2	1	9
02. Water and wastewater services	5	4	3	2	1	9
03. Emergency medical services	5	4	3	2	1	9
04. Enforcement of city codes and ordinances	5	4	3	2	1	9
05. Fire services	5	4	3	2	1	9
06. Library services	5	4	3	2	1	9
07. Maintenance of city streets and sidewalks	5	4	3	2	1	9
08. Management of storm water runoff and flood prevention	5	4	3	2	1	9
09. Municipal court services	5	4	3	2	1	9
10. Police services	5	4	3	2	1	9
11. Transportation planning in the city	5	4	3	2	1	9
12. Trash, recycling, and yard waste collection services	5	4	3	2	1	9
13. City communication with the public	5	4	3	2	1	9
14. Customer service provided by city employees	5	4	3	2	1	9

2. **Which THREE of the services listed above do you think are MOST IMPORTANT for the city to provide?** [Write in your answers below using the numbers from the list in Question 1.]

1st: ____ 2nd: ____ 3rd: ____

3. **Traffic Issues.** Please rate the following traffic situations in the City of Round Rock using a scale of 1 to 4, where 4 means "Excellent" and 1 means "Poor."

How would you rate...	Excellent	Good	Average	Poor	Don't Know
1. Traffic flow on state roads and highways in Round Rock (e.g. I-35, US 79, RM 620)	4	3	2	1	9
2. Traffic flow in and around your neighborhood	4	3	2	1	9
3. The job the City of Round Rock is doing managing traffic	4	3	2	1	9

4. **Compared to two years ago, would you say that traffic in Round Rock is getting better, getting worse, or staying the same?**

- ____ (1) Getting better
 ____ (2) Staying the same
 ____ (3) Getting worse
 ____ (9) Don't know

5. **The City of Round Rock could ask voters to approve an increase in property taxes to fund transportation improvements in the city. Please indicate how supportive you would be of a future bond issue if the funds were used to complete the following projects.**

How supportive would you be of using funds to...		Very Supportive	Supportive	Not Supportive	Not Supportive at All	Don't Know
1.	Kenney Fort Blvd extension from Old Settlers to SH45	4	3	2	1	9
2.	Gattis School Road widening from AW Grimes to Round Rock Ranch	4	3	2	1	9
3.	Gattis School Road widening from Via Sonoma to Red Bud	4	3	2	1	9
4.	North Red Bud widening from US 79 to County Road 110	4	3	2	1	9
5.	University Blvd widening from AW Grimes to CR 110	4	3	2	1	9
6.	Design Wyoming Springs Blvd extension from Brightwater to FM 3406	4	3	2	1	9

6. **Which TWO of the projects listed above do you SUPPORT MOST?** *[Write in your answers below using the numbers from the list in Question 5, or circle "NONE" if you do not support any of the projects being considered.]*

1st: ____ 2nd: ____ NONE

7. **If the City of Round Rock were to ask voters to approve a bond issue to fund the types of transportation improvements listed in Question 5, please indicate how likely you would be to vote in favor of the following.**

How likely would you be to vote in favor of...		Very Likely	Likely	Not Likely	Not Likely at All	Don't Know
1.	A \$150 million dollar bond issue that would fund ALL the projects listed in Question 5. The cost to the average home owner in the City would increase gradually to approximately \$12 per month in additional property taxes after four years.	4	3	2	1	9
2.	A \$100 million dollar bond issue that would fund SOME of the projects listed in Question 5. The cost to the average home owner in the City would increase gradually to approximately \$8 per month in additional property taxes after four years.	4	3	2	1	9
3.	A \$50 million dollar bond issue that would fund TWO OR THREE of the projects listed in Question 5. The cost to the average home owner in the City would increase gradually to approximately \$4 per month in additional property taxes after four years.	4	3	2	1	9

- 7a. **If you are "Not Likely" or "Not Likely at All" to vote in favor of all three options above, why are you not likely to support any of these options?**

8. **Perception of the City. Items that may influence your perception of the City of Round Rock are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Overall quality of services provided by the city	5	4	3	2	1	9
2.	How well the city is planning for growth	5	4	3	2	1	9
3.	Overall quality of life in the city	5	4	3	2	1	9
4.	Availability of job opportunities	5	4	3	2	1	9
5.	Overall value you receive for city taxes and fees	5	4	3	2	1	9
6.	Overall quality of new development	5	4	3	2	1	9
7.	Appearance of residential property in the city	5	4	3	2	1	9
8.	Appearance of commercial property in the city	5	4	3	2	1	9
9.	Overall appearance of the city	5	4	3	2	1	9

9. **Public Safety.** Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please indicate how safe you feel in the following situations.

How safe do you feel...	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
1. In Downtown Round Rock	5	4	3	2	1	9
2. In city parks	5	4	3	2	1	9
3. In your neighborhood during the day	5	4	3	2	1	9
4. In your neighborhood at night	5	4	3	2	1	9
5. In commercial and retail areas	5	4	3	2	1	9
6. Overall feeling of safety in Round Rock	5	4	3	2	1	9

10. **Parks and Recreation.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Appearance and maintenance of existing city parks	5	4	3	2	1	9
2. Number of city parks	5	4	3	2	1	9
3. Hike and bike trails in the city	5	4	3	2	1	9
4. City recreation centers	5	4	3	2	1	9
5. City swimming pools	5	4	3	2	1	9
6. Quality of youth recreation programs	5	4	3	2	1	9
7. Quality of adult recreation programs	5	4	3	2	1	9
8. Forest Creek Golf Course	5	4	3	2	1	9
9. Quality of outdoor athletic facilities (e.g. baseball, tennis, soccer)	5	4	3	2	1	9

11. Which TWO of the Parks and Recreation services listed above do you think are MOST IMPORTANT for the city to provide? *[Write in your answers below using the numbers from the list in Question 10.]*

1st: _____ 2nd: _____

12. **Transportation.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of major city streets	5	4	3	2	1	9
02. Maintenance of streets in your neighborhood	5	4	3	2	1	9
03. Timing of traffic signals in the city	5	4	3	2	1	9
04. Mowing and trimming along city streets and other public areas	5	4	3	2	1	9
05. Cleanliness of city streets and other public areas	5	4	3	2	1	9
06. Cleanliness of creeks and open channels	5	4	3	2	1	9
07. Condition of sidewalks in the city	5	4	3	2	1	9
08. Availability of bike lanes	5	4	3	2	1	9
09. Transit services	5	4	3	2	1	9

13. Which TWO of the transportation services listed above do you think are MOST IMPORTANT for the city to provide? *[Write in your answers below using the numbers from the list in Question 12.]*

1st: _____ 2nd: _____

14. **Code Enforcement.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following items.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcement of the clean-up of junk and debris on private property	5	4	3	2	1	9
2. Enforcement of mowing of weeds and grass on private property	5	4	3	2	1	9
3. Enforcement of sign regulations	5	4	3	2	1	9

15. Which ONE of the code enforcement services listed above do you think is MOST IMPORTANT for the city to provide? [Write in your answer below using the numbers from the list in Question 14.]

Most important: _____

16. **Communication.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about city programs and services	5	4	3	2	1	9
2. City efforts to keep residents informed about local issues	5	4	3	2	1	9
3. The level of public involvement in city decision-making	5	4	3	2	1	9
4. The city's cable television channel/video production	5	4	3	2	1	9
5. Usefulness of the information that is available on the city's website	5	4	3	2	1	9
6. How well the city listens and responds to the needs of citizens	5	4	3	2	1	9
7. City storm water education and outreach efforts	5	4	3	2	1	9

17. From which of the following sources do you currently get information about the City of Round Rock? [Check all that apply.]

- | | |
|--|---|
| ____(01) Austin American-Statesman or statesman.com | ____(10) Public Meetings |
| ____(02) Round Rock Leader | ____(11) Parks and Recreation email newsletter |
| ____(03) Community Impact, the monthly publication | ____(12) Your Homeowner/Neighborhood Association (via newsletter, website, social media site, etc.) |
| ____(04) Local TV News | ____(13) The city's Facebook pages (e.g. city, Police, Parks, Library) |
| ____(05) Round Rock Cable Channel (10 for Spectrum, 99 for Uverse) | ____(14) The city's Twitter accounts (e.g. city, Police, Parks, Library) |
| ____(06) Local Radio | ____(15) Nextdoor (the neighborhood social network) |
| ____(07) Enclosure in your city utility bill, Newsflash | |
| ____(08) Friends | |
| ____(09) City website (RoundRockTexas.gov) | |

18. Prior to receiving this survey, did you know that city has a "Tiered" rate structure to encourage water conservation year-round? (This means that residents are charged different rates for water based on their usage.)

____(1) Yes ____ (2) No

19. **Water Conservation and Awareness.** Do you know when your household's designated watering days are?

____(1) Yes [Answer Q19a.] ____ (2) No [Answer Q19b.]

- 19a. Which of the following best describes how often you follow the watering schedule for your household?

____(1) Always ____ (3) Sometimes ____ (9) Don't know
 ____ (2) Usually ____ (4) Never

- 19b. Do you know how to get information about the watering schedule for your household?

____(1) Yes ____ (2) No

20. Customer Service. Have you contacted the City of Round Rock during the past year?

____(1) Yes [Answer Q20a-b.] ____ (2) No [Skip to Q21.]

20a. How would you describe the service you received?

____(1) Excellent ____ (2) Good ____ (3) Fair ____ (4) Poor ____ (9) Don't know

20b. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the city employees in the Department you contacted MOST RECENTLY with regard to the following.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. How easy they were to contact	5	4	3	2	1	9
2. The way you were treated	5	4	3	2	1	9
3. The accuracy of the information and the assistance you were given	5	4	3	2	1	9
4. How quickly city staff responded to your request	5	4	3	2	1	9
5. How well your issue was handled	5	4	3	2	1	9

21. Solid Waste/Utility Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Residential trash (garbage) collection services	5	4	3	2	1	9
2. Bulky item pick up/removal services (e.g. old furniture, appliances)	5	4	3	2	1	9
3. Recycling services	5	4	3	2	1	9
4. Yard waste collection services	5	4	3	2	1	9
5. Drinking water services	5	4	3	2	1	9
6. Wastewater (sewer) services	5	4	3	2	1	9

22. Expectations for Services. Using a scale of 1 to 5, where 5 means the level of service provided by the city should be "Much Higher" than it is now and 1 means "Much Lower," please indicate how the level of service provided by the city should change in each of the areas listed below.

How should the level of service provided by the city change in the area of...	Much Higher	A Little Higher	Stay the Same	A Little Lower	Much Lower	Don't Know
1. Library services	5	4	3	2	1	9
2. Law enforcement	5	4	3	2	1	9
3. Fire response	5	4	3	2	1	9
4. Emergency medical services	5	4	3	2	1	9
5. Parks and open space	5	4	3	2	1	9
6. Recreation activities	5	4	3	2	1	9
7. Maintenance of Infrastructure (e.g. streets, sidewalks)	5	4	3	2	1	9

23. How likely do you think it is that the following consumer trends will influence your behavior?

Consumer Trends	Extremely Likely	Likely	Somewhat Likely	Unlikely	Extremely Unlikely	Don't Know
1. On-line shopping	5	4	3	2	1	9
2. Delivery services such as food delivery, grocery delivery	5	4	3	2	1	9
3. Pre-order and pick-up at retail stores	5	4	3	2	1	9
4. Ride sharing	5	4	3	2	1	9
5. Telecommuting for work	5	4	3	2	1	9
6. Other: _____	5	4	3	2	1	9

24. What do you think are the THREE biggest issues Round Rock will face in the next FIVE years?

- ____ (1) Traffic
 ____ (2) Controlling rapid growth
 ____ (3) School related issues (e.g. overcrowding, lack of schools, system improvements)
 ____ (4) Road repair/Maintenance/Expansion
 ____ (5) High taxes/Property taxes/Finances
 ____ (6) Public transportation
 ____ (7) Crime (e.g. inadequate police, gangs)
 ____ (8) Other: _____
 ____ (9) Don't know

25. Land Use. Please indicate whether you think there should be more, about the same, or fewer of the following types of places in Round Rock.

		More	About the Same	Fewer	Don't Know
01.	Single-family detached houses	3	2	1	9
02.	Traditional apartments	3	2	1	9
03.	Urban-style mid-rise apartments	3	2	1	9
04.	Townhouses	3	2	1	9
05.	Accessory dwelling units (e.g. granny flats, garage apartments, tiny houses)	3	2	1	9
06.	Senior housing (including independent living, assisted living, and long term care facilities)	3	2	1	9
07.	Grocery store, pharmacy, and other shops for necessities	3	2	1	9
08.	Specialty/Boutique/Independent retail	3	2	1	9
09.	Restaurant, coffee shop, bakery, etc.	3	2	1	9
10.	Bars	3	2	1	9
11.	Food trucks	3	2	1	9
12.	Entertainment establishments (e.g. movie theaters, music venues, arcades)	3	2	1	9
13.	Microbreweries/Distilleries	3	2	1	9
14.	High-density mixed-use (like the Domain in Austin)	3	2	1	9
15.	Offices/business parks for large employers	3	2	1	9
16.	Professional services (e.g. attorneys, financial advisors)	3	2	1	9
17.	Medical/dental offices	3	2	1	9
18.	Fitness-related such as a gym, yoga studio	3	2	1	9
19.	Personal services (e.g. hair salons, nail salons)	3	2	1	9
20.	Daycare or school	3	2	1	9
21.	Public park, plaza or open space	3	2	1	9
22.	Other: _____	3	2	1	9

26. Please rate how likely you would be to use each of the following modes of transportation in lieu of your personal vehicle.

Mode of Transportation:	Extremely Likely	Likely	Somewhat Likely	Unlikely	Extremely Unlikely	Don't Know
1. Walking on sidewalks and trails	5	4	3	2	1	9
2. Cycling in bike lanes	5	4	3	2	1	9
3. Public transit (buses)	5	4	3	2	1	9
4. Car share/ride share (e.g. Uber, Lyft, Car2Go)	5	4	3	2	1	9
5. Other: _____	5	4	3	2	1	9

27. Would you prefer that new neighborhoods in the city are developed as typical suburban subdivisions like Forest Creek, or would you prefer new homes be built in a mixed-use development like the Mueller development in Austin? (Mixed-use is a term which describes several different land uses within one area/building.)

- ____ (1) Typical suburban subdivision
 ____ (2) Mixed use development
 ____ (3) No preference

- 28. How satisfied are you with the quality/appearance of recent commercial development in the city?**
 ____ (1) Very satisfied ____ (3) Neutral ____ (5) Very dissatisfied
 ____ (2) Satisfied ____ (4) Dissatisfied
- 29. How satisfied are you with the quality/appearance of recent residential development in the city?**
 ____ (1) Very satisfied ____ (3) Neutral ____ (5) Very dissatisfied
 ____ (2) Satisfied ____ (4) Dissatisfied
- 30. Approximately how many years have you lived in Round Rock?** ____ years
- 31. What is your age?** ____ years
- 32. What is the highest level of formal education you completed?**
 ____ (1) Grade School ____ (3) Some college ____ (5) Graduate work
 ____ (2) High School ____ (4) College graduate ____ (6) Graduate degree
- 33. Do you work in the City of Round Rock?** ____ (1) Yes ____ (2) No
- 34. Do you have children living at home in the following age ranges? [Check all that apply.]**
 ____ (1) Under 6 years ____ (2) 6 to 12 years ____ (3) 13 to 18 years ____ (4) No children
- 35. What is your gender?** ____ (1) Male ____ (2) Female
- 36. Are you of Hispanic, Latino, or other Spanish heritage?** ____ (1) Yes ____ (2) No
- 37. Which of the following best describes your race/ethnicity? [Check all that apply.]**
 ____ (1) Asian/Pacific Islander ____ (3) Black/African American ____ (5) Other: _____
 ____ (2) American Indian/Eskimo ____ (4) White
- 38. Would you say your total annual household income is...**
 ____ (1) Under \$25,000 ____ (4) \$75,000 to \$99,999 ____ (7) \$150,000 to \$199,999
 ____ (2) \$25,000 to \$49,999 ____ (5) \$100,000 to \$124,999 ____ (8) \$200,000 or more
 ____ (3) \$50,000 to \$74,999 ____ (6) \$125,000 to \$149,999
- 39. If you have any other comments to improve city services, please write them below.**

This concludes the survey – Thank you for your time!

Please return your completed survey in the enclosed postage-paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential.
 The information printed to the right will ONLY be
 used to help identify which areas of the City are
 having difficulties with City services. If your address
 is not correct, please provide the correct
 information. Thank you.



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the June 28, 2018 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 062818 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2018-5623



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, June 28, 2018

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on June 28, 2018 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:01 pm.

ROLL CALL

Present: 5 - Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Matthew Baker
Councilmember Hilda Montgomery

Absent: 2 - Councilmember Will Peckham
Mayor Pro-Tem Writ Baese

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak at the meeting.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [2018-5584](#) Consider special recognition of the Round Rock Community Choir for their participation in the June 2018 Annual D-Day Memorial Ceremony in Normandy, France.

Members of the Round Rock Community Choir were in attendance at the meeting and accepted a special recognition letter from the Mayor.

CONSENT AGENDA:

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

A motion was made by Councilmember Rene Flores, seconded by Councilmember Tammy Young to approve the Consent Agenda. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Peckham
Mayor Pro-Tem Baese

- F.1** [2018-5583](#) Consider the approval of the minutes for the May 15, 2018 Special Called and June 14, 2018 Regular City Council meetings.
The minutes were approved under the consent agenda.
- F.2** [2018-5555](#) Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with Austin Mac Haik Ford Lincoln for automotive repair services for city vehicles.
This Resolution was approved under the consent agenda.
- F.3** [2018-5556](#) Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with Austin Mac Haik Ford Lincoln for the purchase of original equipment manufacturer parts for city vehicles.
This Resolution was approved under the consent agenda.
- F.4** [2018-5559](#) Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with Arnold Oil Company of Austin, L.P. for the purchase of original equipment manufacturer parts for city vehicles.
This Resolution was approved under the consent agenda.

RESOLUTIONS:

- G.1** [2018-5562](#) Consider a resolution suspending for 90 days the effective date of Atmos Energy's proposed rate increase.
Lorie Lankford, Deputy CFO, made the staff presentation.
A motion was made by Councilmember Young, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:
- Aye:** 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery
- Nay:** 0

Absent: 2 - Councilmember Peckham
Mayor Pro-Tem Baese

G.2 [2018-5550](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Smith Contracting Company, Inc. for the Roundville Lane Project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Baker, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Peckham
Mayor Pro-Tem Baese

G.3 [2018-5557](#)

Consider a resolution authorizing the Mayor to execute a Contract with Aaron Concrete Contractors, LP for the Rocking J Road Rehabilitation & Old Settlers Boulevard Right Turn Lane Project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Peckham
Mayor Pro-Tem Baese

G.4 [2018-5560](#)

Consider resolution authorizing the Mayor to execute a Rule 11 Condemnation Settlement Agreement between the City of Round Rock, the State of Texas, and Seventeen SAC Self-Storage Corporation in connection with the RM 620 Project (Parcel 2 and Parcel 2 PUE).

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Baker, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Peckham
Mayor Pro-Tem Baese

ORDINANCES:

H.1 [2018-5563](#)

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

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

Mayor Morgan opened the hearing for public testimony.

Michelle Lee representing the owners of 119 Main Street spoke.

There being no further testimony, the public hearing was closed.

A motion was made by Mayor Morgan, seconded by Councilmember Flores, that the first reading of this Ordinance be approved with the second reading to be done on July 12, 2018. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Peckham
Mayor Pro-Tem Baese

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:08 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with Superior Septic/Clean Can for rental of chemical portable toilets.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$15,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2018-5614

This is for portable can rentals in parks that don't have restrooms and are heavily used for sports fields and special events throughout the year (July 4th, Christmas Family Night, Outlaw Trail, Night Rider, etc).

Cost: \$15,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2018-5614

WHEREAS, the City of Round Rock has previously entered into an Agreement for Rental of Portable Chemical Toilets from Superior Septic/Clean Can (“Agreement”); and

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

WHEREAS, the City Council desires to renew said Agreement with Superior Septic/Clean Can, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Term Renewal Agreement No. 1 to “City of Round Rock Agreement for Rental of Portable Chemical Toilets from Superior Septic/Clean Can,” a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

“A”

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

00402285/ss2

II.

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

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

CITY OF ROUND ROCK, TEXAS

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

SUPERIOR SEPTIC/CLEAN CAN

By: Ray McEachern
Printed Name: Ray McEachern
Title: President/owner
Date Signed: 6/12/18

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Superior Septic - Clean Can
Round Rock, TX United States

Certificate Number:
2018-365463

Date Filed:
06/07/2018

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.

Portable Toilet Rental
Portable Toilet Rental

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 Ray McEachern, and my date of birth is 10/5/55.

My address is 8 Indian Meadows Dr. Round Rock TX 78665 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 7th day of June, 2018.
(month) (year)

Ray McEachern
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 Engagement Letter with Whitley Penn, LLP for the 2018 financial and compliance audit.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Susan Morgan, CFO

Cost: \$102,115.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2018-5599

The City's charter requires an annual audit of the financial records to be performed by an independent certified public accountant. The objective of the audit includes: expressing an opinion as to whether the City's financial statements are fairly presented in accordance with generally accepted accounting principles; evaluating and reporting on the City's internal controls related to the financial statements and providing an opinion on the City's compliance with laws and regulations associated with Uniform Guidance which is related to federal grants the City receives. In addition to audit work, the firm also assists the City with the preparation of the City's Comprehensive Annual Financial Report.

The audit provides an independent examination of financial records, activities and operations to assess internal control practices, compliance with regulations, grant terms, bond covenants, contractual requirements and fairness of the presentation of the financial information.

The firm also provides valuable ideas and observations intended to help achieve the City's objectives in maintaining adequate financial controls, policies, and procedures.

This will be the second year of a six-year agreement for these services. Total estimated cost for the six-year term is \$641,465.

The estimated fee per year remaining under this agreement is as follows:

Fiscal Year	Estimated Fees
2018	\$102,115
2019	\$105,305
2020	\$108,495
2021	\$111,685
2022	\$114,940

Cost: \$102,115

Source of Funds: General Fund and Utility Fund

RESOLUTION NO. R-2018-5599

WHEREAS, it is necessary for the City of Round Rock to conduct an annual audit of the City's financial records; and

WHEREAS, the accounting firm of Whitley Penn, LLP has submitted an engagement letter to provide said audit for the fiscal year ending September 30, 2018; and

WHEREAS, the City Council wishes to enter into said engagement letter with Whitley Penn, LLP, 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 engagement letter with Whitley Penn, LLP to conduct said audit, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

June 7, 2018

To the Honorable Mayor, Members of the
City Council and the City Manager
221 East Main Street
Round Rock, Texas 78664

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Round Rock, Texas (the "City"), as of September 30, 2018, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in the Net Liability and Related Ratios (Pension and Other Post-Employment Benefits (OPEB))
- 3) Schedule of Contributions (Pension and OPEB)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section
- 2) Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
13. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July/August 2018
Inventory Observation (for material balances)	September 30, 2018 or agreed upon date
Perform year-end audit procedures	November/December 2018
Issue audit reports	February 2019

Guadalupe R. Garcia is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$102,115. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

- 1) Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.

- 2) The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
- 3) Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
- 4) Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Williamson County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

To the Honorable Mayor, Members of the
City Council and the City Manager
June 7, 2018
Page 9

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Round Rock, Texas by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



SYSTEM REVIEW REPORT

June 25, 2015

To the Partners of Whitley Penn LLP and the
National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations (Service Organization Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

Olsen Thielen & Co., Ltd.

A handwritten signature in dark ink that reads "Olsen Thielen & Co., Ltd." in a cursive, flowing script.

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.

Whitley Penn, LLP
Austin, TX United States

Certificate Number:
2018-365592

Date Filed:
06/07/2018

Date Acknowledged:

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

City of Round Rock, Texas

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

RFP No. 17-007
Audit 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 Guadalupe R. Garcia, and my date of birth is August 7, 1981.

My address is 1609 Shoal Creek Boulevard, Suite 300, Austin, TX, 78701, 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 7 day of June, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for joint and cooperative purchasing with the City of DeSoto.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2018-5601

State law allows Cities to enter into Interlocal Agreement between government bodies to satisfy state bidding requirements when purchasing goods and services. The purpose of this agreement is to provide the City another option to facilitate compliance with State bidding requirements and realize administrative cost savings.

The agreement is very similar to other co-ops that the City's Purchasing Department uses for purchasing commodities and services as well as a source to use when comparing vendor's costs. This particular agreement will provide access to a wide variety of vendors providing commodities and services to The City of DeSoto.

RESOLUTION NO. R-2018-5601

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with City of De Soto for joint and cooperative purchasing, 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 Interlocal Agreement for Joint and Cooperative Purchasing By and Between The City of Round Rock and City of De Soto, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE PURCHASING BY AND BETWEEN THE CITY OF ROUND ROCK AND CITY OF DE SOTO

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, and the City of DeSoto, Texas (hereinafter referred to as the "Local Governments"), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services or equipment; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and,

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

ARTICLE II TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. Withdrawal of one Party to this Agreement does not affect the validity of this Agreement as to the remaining Parties.

ARTICLE IV PURCHASING

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

ARTICLE V PARTICIPATION

The Parties agree that any vendor offer of materials, supplies, goods, services or equipment to any Party to this Agreement shall be considered an offer to all Parties to this Agreement. Any vendor making a solicitation shall be notified by the Party seeking the

solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All parties indicate their understanding and all parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements of another Party to this Agreement.

ARTICLE VI CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII FISCAL FUNDING

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

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

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the _____ day of the month of _____, 2018.

CITY OF ROUND ROCK, TEXAS

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

Address for Notice:

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

ATTEST:

By: _____
City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney



EXECUTED on this the _____ day of the month of _____, 2018.

CITY OF DE SOTO, TEXAS

By: 

Name: Tarron J. Richardson, Ph.D.

Title: City Manager

Date Signed: 6.6.18

Address for Notice:

City Manager

City of DeSoto

211 East Pleasant Run Road

DeSoto, Texas 75115



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution ordering a Special Option Election for "The Legal Sale of all Alcoholic Beverages Including Mixed Beverages" to be held on November 6, 2018.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Resolution

Department: City Clerk's Office

Text of Legislative File 2018-5620

State law requires that in order to hold a local option election an application must be made containing the signatures of 10 registered voters as well as an ad must have been run in the newspaper. On May 3, 2018, an application to hold a local option election to make all of Round Rock wet for all alcoholic beverages including mixed beverages was submitted for the City Clerk's office with the proper number of signatures as well as copy of the ad that ran in the Statesman.

Once an application is received, the City Clerk's office must issue the petitions and the applicants have 60 days to obtain signatures of registered voters in the city of Round Rock equal to 35% of the voters that voted in the last gubernatorial election. We issued 1500 pages of petitions between May 8 and June 1, 2018. The applicants were obtain at least 6,556 signatures of qualified Round Rock voters. On June 13, we received 1,110 pages of petitions were back from the applicants. The Williamson County Voter Registrar's office assisted with the verification of the signatures and determined that the petitions contained more than the 6,556 required signatures.

Since the applicants obtained the required signatures, the election code requires the City Council to call an election at their next regular meeting on or after the 30th day after the petitions were submitted. The 30th day is July 12, 2018. This resolution calls the special option election which be held on the next uniform election date on November 6, 2018.

RESOLUTION NO. R-2018-5620

A RESOLUTION OF THE CITY OF ROUND ROCK, TEXAS, ORDERING A SPECIAL LOCAL OPTION ELECTION FOR “THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES” TO BE HELD ON NOVEMBER 6, 2018; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION.

STATE OF TEXAS	§	
	§	
COUNTIES OF TRAVIS	§	KNOW ALL BY THESE PRESENTS:
AND WILLIAMSON	§	
	§	
CITY OF ROUND ROCK	§	

WHEREAS, Chapter 501 of the Texas Election Code and Chapter 251 of the Texas Alcoholic Beverage Code provide for the holding of local option elections; and

WHEREAS, Section 501.032 of the Texas Election Code requires a city to order a local option election upon receipt of a valid petition containing signatures equal to or greater than at least thirty-five percent (35%) of the registered voters in the city who voted for governor in the most recent gubernatorial election; and

WHEREAS, a Petition for Local Option Election was presented to the City Clerk of the City of Round Rock, Texas, on June 12, 2018, and the City Clerk has verified that the Petition exceeds the number of signatures of qualified voters required to request a local option election be held for “the legal sale of all alcoholic beverages including mixed beverages”; and

WHEREAS, Section 501.032 of the Texas Election Code requires the City Council at its next regular session, on or after the 30th day after the petition is filed, to order a Local Option Election to be held on the issue set out in the Petition; and

WHEREAS, pursuant to Section 501.032 of the Texas Election Code, the City Council shall by this Resolution order a Special Local Option Election to be held on a uniform election day, said date being November 6, 2018; Now Therefore,

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

I.

Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.

Election Date. An election shall be held between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, November 6, 2018, in accordance with the attached Order of Election, which Order of Election is labeled as Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

Precincts and Polling Places. For voters in Williamson County, the City hereby designates the election precincts and polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court for Election Day voting, and same are delineated on Exhibit “A-1” attached to the Order of Election and incorporated herein by reference for all purposes.

For voters in Travis County, the City hereby designates the election precincts and polling places designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court for Election Day voting, and same are delineated on Exhibit “A-2” attached to the Order of Election and incorporated herein by reference for all purposes.

Election Judges. For voters in Williamson County, the Williamson County Elections Administrator is conducting such election for the City pursuant to the terms of a Contract for Election Services. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator.

For voters in Travis County, the Travis County Clerk is conducting such election for the City pursuant to the terms of a Contract for Election Services. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Travis County Clerk.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Round Rock, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. For voters in Williamson County, the City Council hereby appoints the Williamson County Elections Administrator as the City of Round Rock Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which applications for ballots by mail may be sent, for voters residing in Williamson County, is as follows:

Early Voting Clerk
Williamson County
Post Office Box 209
Georgetown, TX 78627

For voters in Williamson County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to bbm@wilco.org.

For voters in Travis County, the City Council hereby appoints the Travis County Clerk as the City of Round Rock Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which applications for ballots by mail may be sent, for voters residing in Travis County, is as follows:

Early Voting Clerk
Travis County
PO Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytexas.gov.

Applications for ballots by mail must be received not later than 5:00 p.m. on Friday, October 26, 2018.

Dates for Early Voting. Early voting shall commence on Monday, October 22, 2018 and continue through Friday, November 2, 2018, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. For voters in Williamson County, early voting shall be conducted by personal appearance and by mail at the early voting polling places and temporary polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court for early voting, and same are delineated on Exhibit "B-1" attached to the Order of Election and incorporated herein by reference for all purposes.

For voters in Travis County, early voting shall be conducted by personal appearance and by mail at the early voting polling places and temporary polling places designated by the Travis County Clerk and approved by the Travis County Commissioners Court for early voting, and

same are delineated on Exhibit “B-2” attached to the Order of Election and incorporated herein by reference for all purposes.

Times for Early Voting. For voters in Williamson County, during the period in which early voting is required or permitted by law, that being October 22, 2018 through November 2, 2018, the hours designated for early voting by personal appearance shall be designated in writing by the Williamson County Elections Administrator, and approved by the Williamson County Commissioners Court.

For voters in Travis County, during the period in which early voting is required or permitted by law, that being October 22, 2018 through November 2, 2018, the hours designated for early voting by personal appearance shall be designated in writing by the Travis County Clerk, and approved by the Travis County Commissioners Court.

Section 4. EARLY VOTING BALLOT BOARD.

For voters in Williamson County, an Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Williamson County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

For voters in Travis County, an Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Travis County Clerk. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

For voters in Williamson County, pursuant to the Texas Election Code and the applicable Contract for Election Services, the Williamson County Elections Administrator shall serve as the custodian of voted ballots, and the City Clerk of Round Rock, Texas shall be appointed as custodian of all other election records.

For voters in Travis County, pursuant to the Texas Election Code and the applicable Contract for Election Services, the Travis County Clerk shall serve as the custodian of voted ballots, and the City Clerk of Round Rock, Texas shall be appointed as custodian of all other election records.

Section 6. VOTERS.

All resident, qualified voters of the City shall be entitled to vote at the election.

Section 7. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City

Council meetings, and same shall be posted not later than Tuesday, October 16, 2018 and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than October 7, 2018 or later than October 26, 2018.

Authorization to City Clerk. The City Clerk is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 8. VOTING DEVICES.

For voters in Williamson County, pursuant to the Election Code and the applicable Contract for Election Services, the Williamson County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Williamson County Elections Administrator is currently using election systems and software certified by the Texas Secretary of State.

For voters in Travis County, pursuant to the Election Code and the applicable Contract for Election Services, the Travis County Clerk may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Travis County Clerk is currently using election systems and software certified by the Texas Secretary of State.

The Williamson County Elections Administrator and the Travis County Clerk, respectively, may also utilize a central counting station as provided by Texas Election Code Section 127.000 *et seq.*, as amended.

The City Council of the City of Round Rock, Texas, finds as follows:

Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and effective means for voters with physical disabilities to cast a secret ballot. The Office of the Texas Secretary of State has certified that the DRE - Election Systems and Software iVotronic is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035, Texas Election Code, authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. For voters in Williamson County and for voters in Travis County, as chief elections officer for the City of Round Rock, the Williamson County Elections Administrator and the Travis County Clerk shall provide at least one DRE - Election Systems and Software iVotronic in each polling place at every polling location used to conduct any election. The DRE - Election Systems and Software iVotronic may be acquired by any legal means available to the City of Round Rock, including but not limited to

lease or rental from Williamson County or Travis County or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

Section 9. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Round Rock's Home Rule Charter.

Section 10. ELECTION RESULTS.

For voters in Williamson County, the Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on November 6, 2018.

For voters in Travis County, the Travis County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on November 6, 2018.

The official canvass, tabulation and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 11. MISCELLANEOUS.

The provisions of this Resolution are severable; and in case any one or more of the provisions of this Resolution or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Resolution nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 12. BALLOT.

The official ballot to be used in the Election shall be prepared in accordance with Sections 501.035 and 501.109 of the Texas Election Code. The ballot shall permit the voter to vote "For" or "Against" the aforementioned proposition and shall be set forth substantially in the following form:

PROPOSITION ____ (Letter to be Determined)

THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES.

() For

() Against

II.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT “A”

**ORDER OF ELECTION
CITY OF ROUND ROCK, TEXAS**

A Special Local Option Election is hereby ordered to be held on Tuesday, November 6, 2018
for:

**“THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES
INCLUDING MIXED BEVERAGES”**

For voters in Williamson County, election day voting and early voting by personal appearance will be conducted at the locations designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court, all as are delineated on Exhibits “A-1” and “B-1” attached hereto and incorporated herein by reference for all purposes.

For voters in Travis County, election day voting and early voting by personal appearance will be conducted at the locations designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court, all as are delineated on Exhibits “A-2” and “B-2” attached hereto and incorporated herein by reference for all purposes.

For voters in Williamson County, applications for ballots by mail shall be mailed to:

Williamson County Early Voting Clerk
Post Office Box 209
Georgetown, TX 78627

For voters in Williamson County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to bbm@wilco.org.

For voters in Travis County, applications for ballots by mail shall be mailed to:

Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytx.gov.

Applications for ballot by mail must be received no later than 5:00 pm on Friday, October 26, 2018.

Issued this 12th day of July 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

EXHIBIT “A-1”

WILLIAMSON COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Election Order was issued, Williamson County had not determined the Election Day precincts and polling places. As soon as this information is made available from Williamson County, it will be attached as Exhibit “A-1” to this Election Order.

EXHIBIT “A-2”

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Election Order was issued, Travis County had not determined the Election Day precincts and polling places. As soon as this information is made available from Travis County, it will be attached as Exhibit “A-2” to this Election Order.

EXHIBIT “B-1”

EARLY VOTING LOCATIONS, DATES AND TIMES –
WILLIAMSON COUNTY

*As of the date the Election Order was issued, Williamson County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Williamson County, it will be attached as Exhibit “B-1” to this Election Order.

EXHIBIT “B-2”

EARLY VOTING LOCATIONS, DATES AND TIMES - TRAVIS COUNTY

*As of the date the Election Order was issued, Travis County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Travis County, it will be attached as Exhibit “B-2” to this Election Order.



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution adopting an amendment to the CDBG 2014-2018 Consolidated Plan to include youth services (at risk youth) and health services (community clinic) as high priority needs and goals.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution

Department: Planning and Development Services Department

Text of Legislative File 2018-5605

The CDBG 2014-2018 Consolidated Plan was approved by City Council on July 24, 2014. The plan identified the following public services as goals and priorities for the next 5 CDBG program years: Food pantry, housing assistance, afterschool care, child advocacy and literacy. No public services other than those identified as a goal or priority can be funded in the 2018-2019 Action Plan without amending the 5 year consolidated plan to include the new goals and priorities. This amendment to the CDBG 2014-2018 Consolidated Plan include changes to the following goals and priorities in Section SP-05 Strategic Plan Overview, Section SP-25 Table 29 Priority Needs Summary and Section SP-45 Table 32 Goals and Summary to include Youth Services and Health Services as Goals and Priorities.

Federal regulations require that the public be notified in advance of the proposed changes, be given 30 days to comment and that a public hearing be conducted before City Council. The public comment period was from May 31, 2018 to July 5, 2018. The public notice was published in the Austin American Statesman on May 30, 2018, posted on the city bulletin, posted on City News section of the City website, posted at the Round Rock Housing Authority, Library and Alan R. Baca Senior Center. The Consolidated Plan sections and tables listed above with the proposed changes were made available to the public on the City of Round Rock CDBG webpage and the Office of Community Development. Any comments received will be taken into consideration. A copy of the original approved CDBG 2014-2018 Consolidated Plan and the proposed changes were posted on the City of Round Rock CDBG webpage.

RESOLUTION NO. R-2018-5605

**A RESOLUTION AMENDING THE 2014-2018 CONSOLIDATED PLAN
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

WHEREAS, the City Council has previously adopted the 2014-2018 Consolidated Plan for the Community Development Block Grant Program, and

WHEREAS, the City Council wishes to amend said 2014-2018 Consolidated Plan (“Consolidated Plan”), Now Therefore,

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

That the 2014-2018 Consolidated Plan for the Community Development Block Grant Program for is amended as set forth in Exhibit “A” attached hereto and incorporated herein. All other terms of the Consolidated Plan remain unchanged.

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 Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 12th day of July, 2018

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT “A”

1. Section SP-05 Strategic Plan Overview Amendment

The “Priority Needs” paragraph of the SP-05 Strategic Plan Overview will be removed in its entirety and replaced with the following:

Priority Needs

The City has identified improving the existing housing stock through single family rehabilitation, a rent/mortgage assistance program, public facility improvements (domestic shelter facility and park improvements), neighborhood clean-up, public services (food pantry, CASA, and RRHA after-school program), youth services (at-risk youth) and health services (community clinic) as priority needs for the next five years.

2. Section SP-25 Priority Needs Amendment

Table 48 of the SP-25 Priority Needs section will be removed in its entirety and replaced with the following Table 48:

Table 48 – Priority Needs Summary

1	Priority Need Name	Non-housing Community Development
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Description	The City of Round Rock will support non-housing community development, including public facility improvements, public improvements and infrastructure, and public services.

	Basis for Relative Priority	The City of Round Rock has identified non-housing community development to be an ongoing need within the community. During the development of the Consolidated Plan needs assessment section and interviews with social service providers, it was found that a range of non-housing community development was needed, including public services to assist with after school tutoring to public facility improvements.
2	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Physical Disabilities
	Geographic Areas Affected	
	Associated Goals	Affordable Housing: Minor Repairs and Modification Public Services: Housing Assistance
	Description	The City of Round Rock will support affordable housing efforts, including rent and/or mortgage assistance to qualified residents, and minor home repair and modifications for seniors, disabled persons, or low -income families and individuals.
	Basis for Relative Priority	The City of Round Rock continues to place a high priority on the development and maintenance of affordable housing in the community. This need was identified during the development of the housing market analysis and in discussions with area affordable housing stakeholders.
3	Priority Need Name	Public Services: Youth Services
	Priority Level	High
	Population	Low Families with Children

	Geographic Areas Affected	
	Associated Goals	Public Services: Youth Services
	Description	Funding of youth services for At Risk Youth
	Basis for Relative Priority	
4	Priority Need Name	Public Services: Health Services
	Priority Level	High
	Population	Extremely Low Low Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	Public Services: Health Services
	Description	Funds will be used to fund a community health clinic that provides healthcare services, including dental and mental health services, to very low-income residents of Round Rock.
	Basis for Relative Priority	

3. Section SP-45 Goals Summary Amendment

The “Goals Summary Information” table of the SP-45 Goals Summary section will be removed in its entirety and replaced with the following “Goals Summary Information” table:

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility and Infrastructure Improvements	2014	2018	Non-Housing Community Development		Non-housing Community Development	CDBG: \$883,372	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1500 Persons Assisted
2	Affordable Housing: Minor Repairs and Modification	2014	2018	Affordable Housing		Affordable Housing Non-housing Community Development	CDBG: \$250,000	Homeowner Housing Rehabilitated: 25 Household Housing Unit
3	Public Services: Housing Assistance	2014	2018	Affordable Housing		Affordable Housing Non-housing Community Development	CDBG: \$124,250	Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted
4	Public Services: Food Banks	2014	2018	Public Services		Non-housing Community Development	CDBG: \$105,000	Public service activities other than Low/Moderate Income Housing Benefit: 4200 Persons Assisted
5	Public Services: After School Tutoring	2014	2018	Public Services		Non-housing Community Development	CDBG: \$60,000	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Services: Meals on Wheels	2014	2018			Non-housing Community Development	CDBG: \$37,682	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
7	Public Services: CASA Child Advocacy	2014	2018			Non-housing Community Development	CDBG: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit: 285 Persons Assisted
8	Public Facility Imp.: Domestic Violence Shelter	2014	2018	Non-Housing Community Development		Non-housing Community Development	CDBG: \$375,000	Other: 5 Other
9	Neighborhood Improvement: RRASC Clean-up	2014	2018	Neighborhood clean-ups		Non-housing Community Development	CDBG: \$125,000	Other: 1000 Other
10	Public Services: Youth Services	2018	2019	Public Services		Non-housing Community Development Public Services: Youth Services	CDBG: \$13,500	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
11	Public Services: Health Services	2018	2019	Public Services		Non-housing Community Development Public Services: Health Services	CDBG: \$12,500	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted

4. Section SP-45 Goal Descriptions Amendment

Table 53 of the SP-45 Goal Descriptions section will be removed in its entirety and replaced with the following Table 53:

Table 53 – Goals Summary

1	Goal Name	Public Facility and Infrastructure Improvements
	Goal Description	Funds will be used for park improvements, including improvements at Frontier Park, that will include walkways, tennis court lighting, benches, tables, drinking fountains, and trash receptacles. New construction will include a park pavilion with stone features and looping trail. Additional public facility and infrastructure improvements will take place over the next five years, including ADA improvements, site amenities, and recreation facility and playground improvements, as needed. Matrix Code: 03F
2	Goal Name	Affordable Housing: Minor Repairs and Modification
	Goal Description	Funds will be used for the minor home repair of low-income residents of Round Rock up to \$10,000 per unit. Funds will be spent on the purchase of materials and volunteers will do the actual home repairs. Matrix Code: 14A
3	Goal Name	Public Services: Housing Assistance
	Goal Description	Funds will be used to assist low - to moderate- income residents with mortgage and rent payments to avoid eviction. Matrix Code: 05Q
4	Goal Name	Public Services: Food Banks
	Goal Description	Funds will be used to assist residents with food from Round Rock Area Serving Center (RRASC) food pantry once a month. Matrix Code: 05W

5	Goal Name	Public Services: After School Tutoring
	Goal Description	<p>Funds will be used to provide after school tutoring and mentoring for kids at the Round Rock Housing Authority (RRHA) at the Neighborhood Outreach Center (NOC).</p> <p>Matrix Code: 05D</p>
6	Goal Name	Public Services: Meals on Wheels
	Goal Description	<p>Funds will be used to provide meals to homebound seniors.</p> <p>Matrix Code: 05W</p>
7	Goal Name	Public Services: CASA Child Advocacy
	Goal Description	<p>Funds will be used to pay the salary of a person to train court appointed volunteers who advocate for abused or neglected children in court.</p> <p>Matrix Code: 05N</p>
8	Goal Name	Public Facility Improvement: Domestic Violence Shelter
	Goal Description	<p>Funds will be used for rehabilitation of the existing domestic violence shelter. Items include replacement of flooring, windows, sliding glass door, total kitchen remodel, attic insulation, and replacement of closet doors. Over the next five years, other public facility improvements may be needed.</p> <p>Matrix Code: 03C</p>

9	Goal Name	Neighborhood Improvement: RRASC Clean-up
	Goal Description	Funds will be used by the Round Rock Area Serving Center (RRASC) for the coordination and for purchase of supplies for a target neighborhood clean up. Matrix Code: 06
10	Goal Name	Public Services: Youth Services
	Goal Description	Funds will be used to assist at risk youth.
11	Goal Name	Public Services: Health Services
	Goal Description	Funds will be used to fund a community clinic that serves very low income residents with healthcare and dental care.



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Heart of Texas Landscape and Irrigation, Inc. for landscape maintenance and mowing services.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Chad McKenzie, Sports Marketing and Tourism Director

Cost: \$1,245,900.00

Indexes: Hotel Occupancy Tax Fund; General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2018-5611

Landscaping and Mowing Agreement with Heart of Texas of Texas Landscaping for Sports Management & Tourism facilities including the Sports Center and Multipurpose Complex and Police Facilities including the Police Station. The agreement also includes an additional not-to-exceed amount of irrigation services at those facilities and an additional no-to-exceed amount for landscaping and mowing services for future additional city facilities.

Cost: \$1,245,900.00

Source of Funds: HOT Fund, and General Fund.

RESOLUTION NO. R-2018-5611

WHEREAS, the City of Round Rock has duly advertised for bids to purchase landscape maintenance and mowing services for specified locations throughout the City, and for related goods and services; and

WHEREAS, Section 252.043 of the Texas Local Government Code requires a city to award a contract to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the city based on criteria set forth in §252.043(b); and

WHEREAS, the City has determined that Heart of Texas Landscape and Irrigation, Inc. will provide goods and services at the best value for the City; and

WHEREAS, the City Council wishes to accept the bid of Heart of Texas Landscape and Irrigation, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Landscape Maintenance and Mowing Services with Heart of Texas Landscape and Irrigation, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF LANDSCAPE MAINTENANCE
AND MOWING SERVICES WITH
HEART OF TEXAS LANDSCAPE AND IRRIGATION, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for landscape maintenance and mowing services for specified locations throughout the City, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the 14th day of the month of June, 2018 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 HEART OF TEXAS LANDSCAPE AND IRRIGATION, INC. whose offices are located at PO Box 1236, Belton, TX 76513 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase landscape maintenance and mowing services for specified locations throughout the City, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of landscaping and mowing services; and

WHEREAS, Section 252.043 of the Texas Local Government Code provides that a contract must be awarded to the lowest responsible bidder or to the bidder who provide goods or services at the best value for the city; and

WHEREAS, City has determined that the bid submitted by Services Provider for all landscape maintenance and mowing services (excluding downtown litter pick-up and trash empty services) provides the best value for the City of Round Rock, Texas; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 18-009, Class/Item: 988-36/988-52 dated March 2018 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

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

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the Part II, Section 7 of the IFB, and the Response to IFB submitted by Services Provider as described in Attachment A: Bid Sheet in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

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

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Attachment A: Bid Sheet of Exhibit "A" pertaining to landscape maintenance and mowing services are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 18-009, Class/Item: 988-36/988-75 dated March 2018). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

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

5.01 COSTS

A. In consideration for the grounds maintenance services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Forty-Nine Thousand One Hundred Eighty and No/100 Dollars (\$249,180.00)** per year for a total not-to-exceed amount of **One Million Two Forty-Five Thousand Nine Hundred and No/100 Dollars (\$1,245,900.00)** for the term of this Agreement.

C. The total not-to-exceed fee of **\$1,245,900.00** shall include: (1) the Service Provider's bid of **One Hundred Fifty Nine Thousand One Hundred Eighty and No/100 (\$159,180.00)** per year; (2) an additional **Fifteen Thousand and No/100 Dollars (\$15,000.00)** per year for irrigation system repair services; and an additional **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** per year for additional future City facilities needing landscaping and mowing services provided by Services Provider, all as set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

6.01 INVOICES

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

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

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

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

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall meet all insurance requirements set forth by in the "Insurance Requirements" documents on the City's website at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 CITY'S REPRESENTATIVES

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

Chad McKenzie
Sports Management and Tourism Director
221 East Main Street
Round Rock, Texas 78664
512-218-5488
cmckenzie@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

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

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

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

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the

performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and 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.

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Services Provider:

Heart of Texas Landscape and Irrigation, Inc.

PO Box 1236

Belton, Texas 76513

Notice to City:

Laurie Hadley, City Manager

221 East Main Street

Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney

309 East Main Street

Round Rock, TX 78664

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

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

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

Heart of Texas Landscape and Irrigation, Inc.

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

By: DJR Li
Printed Name: Dustin Finch
Title: Account manager
Date Signed: 6/14/2018

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney





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

INVITATION FOR BID (IFB)

**LANDSCAPE MAINTENANCE
AND MOWING SERVICES**

SOLICITATION NUMBER 18-009

MARCH 2018

Exhibit "A"

City of Round Rock
Landscape Maintenance and Mowing Services
IFB No. 18-009
Class/Item: 988-36 / 988-52
MARCH 2018

**LANDSCAPE AND MOWING SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in landscape maintenance and lawn mowing services to provide full, turnkey services inclusive of necessary equipment and labor to provide landscape maintenance and lawn mowing services to maintain City properties at the Round Rock Sports Center, Multipurpose Complex, Police Department herein referred to as services.
2. **BACKGROUND:** Vendor shall provide services to include, but not be limited to, mowing, trimming, weed control, cleaning of concrete swales, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, shrub pruning, post emergent herbicide, insect and disease control, tree skirting, tree pruning, turf fertilization, mulching of planter beds and mulched areas, turf aeration and irrigation system monitoring and repair as needed within the specified time period(s) through the term of the contract. City of Round Rock properties located at the Round Rock Sports Center, Multipurpose Complex, Police Department. The City reserves the right to add or remove locations throughout the term of the awarded contract.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III - Supplemental Terms and Conditions	Page(s) 7-10
Part IV – Specifications	Page(s) 11-14
Attachment A – Bid Sheet	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Respondent's Questionnaire	Page 17
Attachment D- Subcontractor Information Form	Page 18

City of Round Rock
Landscape Maintenance and Mowing Services
IFB No. 18-009
Class/Item: 988-36 / 988-52
MARCH 2018

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

Authorized Contact
Mike Schurwon, CPPB, CTPM
Purchasing Division
City of Round Rock
E-mail: mschurwon@roundrocktexas.gov

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

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

EVENT	DATES
Solicitation released	March 9, 2018
Mandatory Pre-Bid meeting / site visit	March 20, 2018 @ 9:00 AM, CST
Deadline for submission of questions	March 23, 2018 @ 5:00 PM, CST
City responses to questions or addendums	March 26, 2018 @ 5:00 PM, CST
Deadline for submission of responses	April 2, 2018 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the 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

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

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

7. **MANDATORY PRE-BID MEETING / SITE VISIT AND INSPECTION:** A mandatory pre-bid meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in PART I Section 5-Schedule of Events.

- 7.1 Attendance at the pre-bid meeting / site visit is mandatory. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-solicitation meeting a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-bid meeting and site visit tour which shall initially begin at:

Round Rock Multipurpose Complex
2001 North Kenney Fort Blvd
Round Rock, Texas 78665

City of Round Rock
Landscape Maintenance and Mowing Services
IFB No. 18-009
Class/Item: 988-36 / 988-52
MARCH 2018

- 7.2 Respondents will be responsible for their own transportation for the site visit tour.
- 7.3 A map for each facility location will be provided at the pre-bid meeting.
- 7.4 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
- 7.5 It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.

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

City of Round Rock
Attn: Mike Schurwon
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 8.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 8.2 Facsimile or electronically transmitted responses are not acceptable.
- 8.3 Responses cannot be altered or amended after opening.
- 8.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 8.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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

Bidders shall submit one (1) evident signed "Original" and five (5) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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

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

Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: REFERENCE SHEET: Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized

City of Round Rock
Landscape Maintenance and Mowing Services
IFB No. 18-009
Class/Item: 988-36 / 988-52
MARCH 2018

services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

Attachment C: RESPONDENT'S QUESTIONNAIRE: Provide completed respondent's questionnaire with additional pages as needed to answer all questions with the bid packet submittal.

Attachment D: SUBCONTRACTOR INFORMATION FORM: Provide a signed copy of the Subcontractor Information Form.

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

- 10.1 Purchase price;
- 10.2 Reputation of Respondent and of Respondent's goods and services;
- 10.3 Quality of the Respondent's goods and services;
- 10.4 The extent to which the goods and services meet the City's needs;
- 10.5 Respondent's past performance with the City;
- 10.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 10.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

10.8 EVALUATION FACTORS:

Total 100% Points

- Cost-60% Points
- Response to Attachment C – Respondent's Questionnaire – 40% Points
 - Equipment List 10% points
 - Company Work Experience 10% Points
 - Individual Work Experience 10% Points
 - Irrigation System Inspection and Repair Experience 10% Points

11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- 11.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 11.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons

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and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

12. **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 and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>.

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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:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing landscape maintenance and mowing services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 A commercial business location from which the landscaping crew is deployed must be in Williamson or surrounding counties in order to assure prompt delivery of landscaping services to the City of Round Rock. The City reserves the right to inspect the business location.
3. **SUBCONTRACTORS** If Subcontractors will be used the Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - 3.1 Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - 3.2 Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - 3.3 Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - 3.4 Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:

- 4.1 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;
 - 4.2 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;
 - 4.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - 5.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 5.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - 5.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Bidder 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.
7. **PRICE INCREASE:** Contract prices for landscape maintenance and mowing 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 15% for any single line item.
 - 7.1 **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. Reference: Chained CPI-All Urban Consumers, Series Id: SUUR0000SAS based on the effective date of contract execution. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>
 - 7.2 **Procedure to Request Increase:**
 - 7.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

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

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

8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
10. **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.
11. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project and shall provide proof to the City upon request.
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. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
13. **POST AWARD MEETING:** The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:
 - 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 13.2 Provide City contact(s) information for implementation of agreement.
 - 13.3 Identify specific milestones, goals and strategies to meet objectives.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - 14.1 **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.

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14.2 The City's designated representative: The City's designated representative shall be:

- The City's designated representative for the Round Rock Sports Center shall be:
Fletcher Coffman
City of Round Rock Operations Coordinator
- The City's designated representatives for the Multipurpose Complex shall be:
Tim Ahern
City of Round Rock Operations Coordinator
- The City's designated representative for the Police Department shall be:

Larry Roberson
City of Round Rock – Police
Department Accreditation Manager

14.3 Service Requirement Locations

- Round Rock Sports Center
2400 Chisholm Trail
Round Rock, Texas 78681
- Multipurpose Complex
2001 North Kenney Fort Blvd.
Round Rock, Texas 78665
- Police Department
2701 North Mays Street
Round Rock, Texas 78665

15. INTERLOCAL PURCHASING AGREEMENTS

- 15.1** The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- 15.2** 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
SPECIFICATIONS**

1. **SCOPE:** The City of Round Rock requests landscape maintenance and lawn mowing services to be provided on the City's Round Rock Sports Center, Multipurpose Complex and Police Department. Services shall include all labor and goods needed to provide mowing, trimming, weed control, cleaning of concrete swales, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, shrub pruning, post emergent herbicide, insect and disease control, tree skirting, tree pruning, turf fertilization, mulching of planter beds and mulched areas, turf aeration and maintenance, irrigation system monitoring. The City reserves the right to expand or decrease landscape areas throughout the term of the contract.
2. City of Round Rock properties covered under this scope of work:
 - 2.1 **Section A – Sports Management and Police Facilities**
 - Round Rock Sports Center: Estimated 3 Acres
 - Multipurpose Complex: Estimated 20 Acres
 - Police Department Headquarters: Estimated 10 Acres
3. **SERVICE REQUIREMENTS:** The successful Bidder shall:
 - 3.1 Obtain and provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the work as required by the specification.
 - 3.2 Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
 - 3.3 Have an on-site supervisor at the site any time work is performed.
 - 3.4 Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the successful Bidder to the satisfaction of the City.
 - 3.5 Work shall be performed on a schedule defined by the City to the specifications defined herein.
 - 3.6 All work shall be performed in a professional workmanlike manner.
 - 3.7 All supporting documentation specified herein shall be submitted with invoice prior to the City processing payment. The successful bidder shall invoice only for actual work completed.
4. **CITY RESPONSIBILITY:** City will:
 - 4.1 Appoint a City designated representative.
 - 4.2 Monitor and inspect the ground maintenance at designated sites.
 - 4.3 Coordinate all work and scheduling with the successful Bidder.

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5. **EQUIPMENT:** Prior to start of services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period.

- 5.1 Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and/or all proposals.
- 5.2 All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.

6. **SCHEDULING:** Upon issuance of a Work Authorization, successful Bidder shall begin work and proceed with all reasonable dispatch to completion maintaining the established work areas. The successful Bidder will be required to maintain the Round Rock Sports Center, Multipurpose Complex and Police Department assigned in the time allotted for each. Work started within a project area shall be completed in consecutive days, per the schedule in the Work Authorization.

- 6.1 Start date for landscape maintenance and mowing services will be coordinated between the Sports Facilities and Operations Manager, the Police Department designated contact and Contractor upon award of a contract.

- 6.2 Maintenance Cycles specified herein shall mean the time period between services. Maintenance Cycle shall be identified with a beginning and ending date, in which all prescribed maintenance activities for each Project Area shall be completed.

Cancellations of a work authorization may be based upon need or inclement weather conditions or other mitigating circumstance to be determined by the City. This determination will be made by the City and communicated to the successful Bidder in writing via e-mail or fax.

- 6.3 All work shall be performed during normal business hours 7:00 AM to 5:00 PM M-F (except City Holidays).

7. **SERVICES: Landscape** maintenance and lawn mowing services shall be performed at the following locations:

- Round Rock Sports Center
- Multipurpose Complex
- Police Department

- 7.1 The scope of landscaping services to be performed at each location shall follow the schedule outlined below. A total of 42 estimated site visits will take place in a 12-month period and will occur as follows:

7.1.1 Once a week from March 1 to October 31

7.1.2 Once every two weeks from November 1 to Feb 28

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Landscaping Services Table: Worked to be performed at each site listed in Section 7 shall follow the schedule below:

Item#	Work Description	Frequency	Instructions
1.	Mowing	Weekly/Bi-Weekly Site Visit	
2.	Edging	Weekly/Bi-Weekly Site Visit	
3.	Line Trimming Soft Edges	Weekly/Bi-Weekly Site Visit	
4.	Ground Cover Trimming	Weekly/Bi-Weekly Site Visit	
5.	Hand Pull / Spot Spray Weeds	Weekly/Bi-Weekly Site Visit	
6.	Monitor and Clean Concrete Swales	Weekly/Bi-Weekly Site Visit	
7.	Litter Policing / General Clean Up	Weekly/Bi-Weekly Site Visit	
8.	Backpack Blowing of Walkways and Parking Lots	Weekly/Bi-Weekly Site Visit	Debris shall not be blown into roadway
9.	Hauling and Green Waste	Weekly/Bi-Weekly Site Visit	
10.	Shrub Pruning	As needed	Work to be performed as needed during site visit to insure correct growth and development
11.	Post Emergent Herbicide	As needed	Work to be performed as needed during site visit to insure correct growth and development
12.	Minor Insect and Disease Control	As needed	Work to be performed as needed during site visit to insure correct growth and development
13.	Tree Skirting for Clearance	As needed	Work to be performed as needed during site visit to insure correct growth and development
14.	Pruning of Trees Less than 12'	As needed	Work to be performed as needed during site visit to insure correct growth and development

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Item#	Work Description	Frequency	Instructions
15.	Turf Fertilization	2 Times Per Year	To be coordinated with contract manager. Proposed for spring and fall
16.	Re-Mulching All Planter Beds and Mulched Area	2 Times Per year	To be coordinated with the contract manager. Re-mulch all planter beds and mulched areas at a depth of 2".
17.	Turf Aeration	1 Time Per Year	To be coordinated with the contract manager. Proposed for April
18.	Irrigation System Inspection and Timer Monitoring.	4 Times Per Year	Quarterly Inspection of Irrigation Systems. If repairs are identified a written repair estimate shall be provided to the City for approval in advance. (See Section 8 below)

8. Irrigation System Inspection and Repair:

- 8.1 The selected Vendor is required to use staff that has the appropriate training and State of Texas Licensing through the Texas Commission on Environmental Quality (TECQ) to conduct Irrigation system inspection and repair at all times. Proof of qualifications and licensing shall be provided to the City upon request.
- o Irrigation Inspections: The contractor is to inspect the existing irrigation systems at all locations using a licensed irrigator on a quarterly basis. The contractor is to maintain and repair existing irrigation systems to support functional operations and ensure plants receive sufficient levels of watering for a healthy appearance.
 - o Make adjustment and settings to automatic controllers on an as needed basis to maintain a healthy lawn. Replace existing irrigation systems and equipment if damaged by the contractor, with only the original branded and like modeled equipment at the contractor's expense.
 - o The contractor is responsible for cleaning, maintain, installing, operating, and repairing all irrigation systems. The contractor shall submit a quarterly irrigation report detailing the health of the exiting systems and recommendations for repairs for approval. Maintain the entire irrigation systems with original brand equipment only.
 - o Check clock settings, clock operation, head elevation and coverage no less than once a quarter. Control Irrigation to avoid runoff that may cause erosion or unnecessary waste of water. Make adjustments as needed to avoid overspray of walls, walks, and roadways.
- 8.2 Irrigation System Repairs: In the event that Irrigation system repair is identified the vendor shall prepare a separate written repair quote for City approval. The quote shall include the estimated cost of labor and repair parts. All repair parts shall be new. The repair shall be completed upon authorization by the City and shall be Invoiced separately from the regular site visit. Unauthorized repair work is not allowed.

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**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 18-009 Landscape Maintenance and Mowing Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 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://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Attachment A- Bid Sheet
LANDSCAPE MAINTENANCE AND MOWING SERVICES
 IFB No. 18-009

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-009 for Landscape Maintenance and Mowing Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to award line items separately or together and to purchase more or less than the quantities indicated below.

Cost - 80 %Points				
No	Description	Estimated Annual Quantity	Unit Cost	Extended Total
Part IV Specifications- Section 7- Landscaping Services Table				
1	Round Rock Sports Center	42 Site Visits	\$682.00	28,644
2	Multipurpose Complex	42 Site Visits	\$2242	94,164
3	Police Department	42 Site Visits	\$866	36,372
Bid Total				\$ 159,180

Information Only

The City may choose to request shrub replacement

4	Markup % Cost of Shrubs for Shrub Replacement	50 %
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An additional \$15,000 per year will be added to the agreement for irrigation repair services. Note that the cost of irrigation inspection and timer monitoring outlined in item 18 of Part IV Specifications- Section 7- Landscaping Services Table shall be included by the vendor in the base price for landscaping services per site visit listed above. Additional charges may be quoted and invoiced separately for repairs only if approved in advance by the City.

5	Labor Rate per Hour; Irrigation System Repair	\$ 55
6	Markup % Cost for Irrigation Parts	50 %

An additional \$75,000 per year will be added to the agreement for the additional new arroyo relocations that require landscaping services. quote cost per acre below

7	Landscaping Services for one acre per specification - Cost Per Site Visit	\$ 108.00
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Attachment C- Respondent Questionnaire- 40% Points

Equipment List: 10% Points

Company Work Experience: 10% Points

Individual Work Experience: 10% Points

Irrigation System Inspection and Repair Experience: 10% Points

COMPANY NAME Heart of Texas Landscape & Irrigation

SIGNATURE OF AUTHORIZED REPRESENTATIVE Dustin Finch

PRINTED NAME Dustin Finch

PHONE NUMBER 254-931-3520

EMAIL ADDRESS Dustin@HotLandscape.com

Exhibit "A"

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ATTACHMENT B:
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-009
RESPONDENT'S NAME: Heart of Texas DATE: 4/2/2018

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 Williamson County Southwest Regional Park
Name of Contact LARRY CATES
Title of Contact Park Superintendent
E-Mail Address Bcates@wilco.org
Present Address 3005 CR 175
City, State, Zip Code Leander, TX 78681
Telephone Number (512) 626-2194 Fax Number: (512) 943-1930

2. Company's Name City of Georgetown Parks and Rec
Name of Contact Jamie Beran
Title of Contact Parks Superintendent
E-Mail Address Jamie.Beran@georgetown.org
Present Address 1101 N. College St
City, State, Zip Code Georgetown, TX 78626
Telephone Number (512) 930-3545 Fax Number: ()

3. Company's Name Bell County
Name of Contact Bill Schuman
Title of Contact Bell Co. Commissioner Pet 3
E-Mail Address Bill.Schuman@bellcounty.texas.gov
Present Address 101 E. Central Ave
City, State, Zip Code Bellton, TX 76513
Telephone Number (254) 933-5103 Fax Number: (254) 933-5174

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

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**ATTACHMENT C
RESPONDENT'S QUESTIONNAIRE
40% Points**

Any and all firms considering the Landscape Maintenance and Mowing Services contract, must complete and submit the information requested below.

NOTE: This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.

CONTRACTOR NAME: Heart of Texas Landscape and Irrigation

PHYSICAL ADDRESS OF EQUIPMENT: 6363 FM 439 Belton, TX 76513

1. State the number of years your firm has provided commercial landscape maintenance and mowing services 25 / years.
2. State the number of employees who will be designated to work on this contract: 6-10
3. EQUIPMENT LIST: Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. 10% Points
4. EXPERIENCE: On a separate sheet of paper describe relevant company and individual experience and irrigation system inspection and repair experience for personnel who will be actively engaged in the performance of this contract.
 - Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for landscaping services, number of acres maintained and services provided. 10% Points
 - Individual Work Experience - Include the resumes of the owner, staff and any subcontractors with supporting documentation as applicable such as certifications, licenses and years of experience providing landscaping services. 10% Points
 - Irrigation System Inspection and Repair Experience: Describe your companies experience providing irrigation inspection and repair as well as qualifications of staff that will service the City's irrigation systems under this contract. 10% Points

City of Round Rock landscape maintenance & mowing services IFB No. 18-009

Heart of Texas Landscape and Irrigation Co. equipment list

3 Exmark 60" Lazer Z riding mowers

1 Exmark 48" Vantage stand on mower

Echo String Trimmers

Echo Hedge Trimmers

Echo Backpack Blowers

Echo Stick Edgers

Ride on fertilizer spreader

Ride on aerator

Exhibit "A"

City of Round Rock landscape maintenance & mowing services IFB No. 18-009

Heart of Texas Landscape and Irrigation Co. company work experience

We currently maintain the parks for the City of Georgetown, as well as a city managed PID. The services we provide for the city include mowing, bed maintenance, fertilizing, post and pre weed applications, mulching, fire ant bait and treatment, tree trimming, irrigation management and inspections, and insect disease control. The contract covers 56 parks, 2 cemeteries, and the entryways and right of ways for Georgetown Village PID. This contract covers 298 acres.

We also currently maintain the parks for Williamson County. This contract covers 2 parks, 3 trails, and the Williamson County Expo Center and totals approximately 100 acres. This contract includes mowing, bed maintenance, visual irrigation inspections, and Insect inspection and treatments. Fertilizer, post and pre weed treatments, and irrigation repairs are done per request.

Heart of Texas Landscape and Irrigation Co. company individual work experience

Our maintenance division includes Hector Nieto as our division manager. Hector has 17 years of experience in the landscape industry. We also employ 3 account managers that are responsible for the day to day activities of our crews, as well as contact with our clients. Our account managers have 24 years combined experience in the landscape industry. We have 11 maintenance crews totaling 40 employees in the field. Many of our crew guys have been with the company for 10-25 years, with one gentleman having worked with us since the company started 29 years ago. Our employees' certifications and licenses are attached.

Heart of Texas Landscape and Irrigation Co. company irrigation system inspection and repair experience

We have almost 30 years of experience in installing, maintaining, and repairing irrigation systems. We currently employ two full-time irrigators tasked with checking and maintaining our commercial clients' irrigation systems, as well as other licensed irrigators that are available to help during the busy season. We also have several individuals licensed to perform backflow checks. Attached are the licenses that our employees currently have.

Exhibit "A"



P.O. Box 1236
Bullton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

Qualifications of Key Personnel

Ben Pamplin

President of Heart of Texas Landscape and Irrigation Company
BBA in International Business from SFA
Texas Certified Landscape Professional #595
Nineteen years of experience in the green industry all with Heart of Texas

Hector Nieto

Maintenance Division Manager
Eighteen years of experience in the green industry, six with Heart of Texas

Dustin Finch

Maintenance Division Account Manager
Landscape Design Technician Associates Degree from Texas State Technical College in Waco
Fifteen years of experience in the green industry, eight with Heart of Texas
TDA Commercial Pesticide Applicator license #0587695
TTA Certified Professional Turf Manager #15-236

Jarrod Houston

Maintenance Division Account Manager
Five years of experience in the green industry all with Heart of Texas

Manuel Colon

Maintenance Division Manager
Six years of experience in the green industry all with Heart of Texas

Exhibit "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER L ARMOUR

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0012057

Issue Date: 04/29/2015

Expiration Date: 04/27/2018



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ERIC S ARCHER

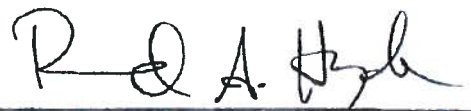
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0016918

Issue Date: 11/16/2015

Expiration Date: 11/16/2018



Executive Director

Texas Commission on Environmental Quality

Exhibit "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER L ARMOUR

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0018972
Issue Date: 11/18/2016
Expiration Date: 12/31/2019


Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JIMMY J BAKER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0021375
Issue Date: 03/29/2017
Expiration Date: 05/31/2020

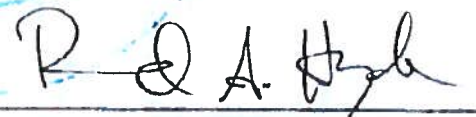

Executive Director
Texas Commission on Environmental Quality

Exhibit "A"

TCEQ Search Licensing or Registration Information

License Detail

To report a change of address, phone number, or email address, please fill out the form located at <http://www.tceq.texas.gov/licensing/forms/contactupdate>.

CN: CN604202418
 Name: TATUM, BRIAN S
 Address: 17921 DOVE RD
 City: MOODY
 State: TX
 ZIP: 76557-3491
 County: BELL
 Work Phone: 254-780-5117

License(s)

There were 1 licenses found.

Program	License Type and Level	License Number	Last Issued Date	Exp. Date	License Status	CE Hours
LJOL	LANDSCAPE IRRIGATOR	LI0020648	12/21/2016	12/31/2019	CURRENT	0

Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the program page for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

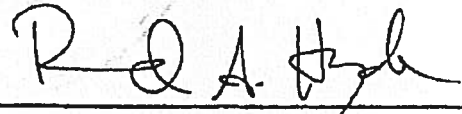
Be it known that

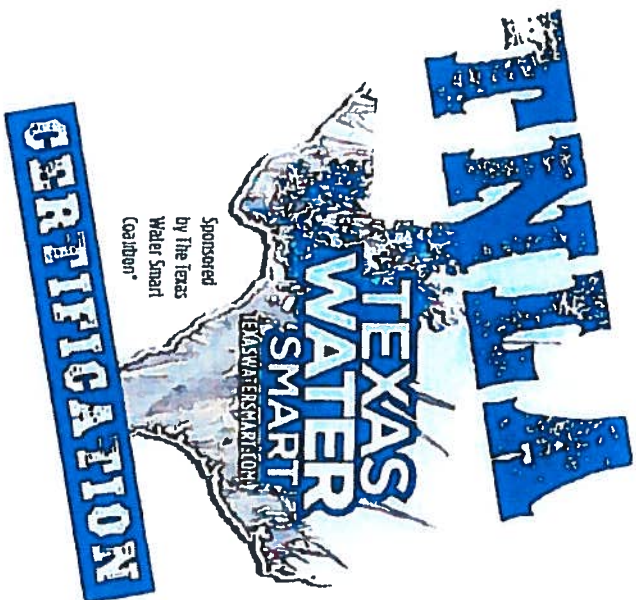
ERIC S ARCHER

*has fulfilled the requirements in accordance with the
 laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0021852
 Issue Date: 02/07/2018
 Expiration Date: 03/31/2021



 Executive Director
 Texas Commission on Environmental Quality

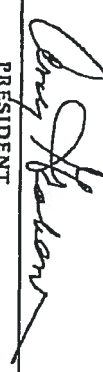


Ben Pamplin

#105

The above named is hereby recognized as a TNLA Texas Water Smart Professional, having fulfilled the requirements laid out by the Texas Nursery & Landscape Association


CHAIRMAN
TNLA Certification Committee


PRESIDENT
Texas Nursery & Landscape Association

Valid Through

JUNE 30, 2019

The TNLA Texas Water Smart Professional certification is a program of the Texas Nursery & Landscape Association

Exhibit "A"

THE TEXAS TURFGRASS ASSOCIATION BOARD OF
CERTIFICATION HAS CONFERRED ON

Dustin Finch

THE DESIGNATION OF

Certified Professional Turfgrass Manager

*In Recognition of Successful Completion of the Requirements for Certification and Demonstration
of a High Level of Competency, Expertise and Proficiency in Turfgrass Management*

In Witness Whereof, This Certificate Duly Signed Has Been Issued And Seal of Certification Affixed

This 27th day of July, 2015



President

Executive Director

Certification Board Chair



15-236

Exhibit "A"

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76 relating to application of restricted use or state-limited use pesticides or regulated herbicides. This license is issued for purchase and application of restricted use or state-limited use pesticides or regulated herbicides to be used according to label direction, consistent with the use categories listed below.

BENJAMIN PAMPLIN
PO BOX 1236
BELTON TX 76513

TDA Client No: 00555521
License No: 0729702
Effective Date: December 31, 2017
Expires: December 31, 2018
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted use or state-limited use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JIMMY BAKER
PO BOX 1236
BELTON TX 76513

TDA Client No: 00555519
License No: 0729701
Effective Date: December 31, 2017
Expires: December 31, 2018
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76 relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted use or state-limited use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JARROD HOUSTON
PO BOX 1236
BELTON TX 76513

TDA Client No: 00555514
License No: 0729698
Effective Date: December 31, 2017
Expires: December 31, 2018
Categories:



3A

Exhibit "A"

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Benjamin Emory Pamplin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist™



Jim Sherry, Executive Director
International Society of Arboriculture

Steph Hyslop

Certification Board, Chair
International Society of Arboriculture

TX-4246A

May 04, 2016

Jun 30, 2019

Certification Board

Certification Board

Expiration Date

Exhibit "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

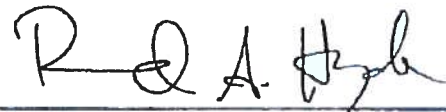
Be it known that

BENJAMIN E PAMPLIN

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

*License Number: LI0022184
Issue Date: 10/28/2015
Expiration Date: 10/31/2018*



*Executive Director
Texas Commission on Environmental Quality*

TCEQ Search Licensing or Registration Information

License Detail

To report a change of address, phone number, or email address, please fill out the form located at <http://www.tceq.texas.gov/licensing/forms/contactupdate>.

CN: CN603601261
Name: RODRIGUEZ, ADOLFO
Address: 5528 LAKEAIRE BLVD
City: TEMPLE
State: TX
ZIP: 76502-6827
County: BELL
Work Phone: 254-939-6795

License(s)

There were 1 licenses found

Program	License Type and Level	License Number	Last Issued Date	Exp. Date	License Status	CE Hours
LIOL	IRRIGATION TECHNICIAN	IT0001244	12/21/2015	02/28/2019	CURRENT	16

Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the program page for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.

Exhibit "A"

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P O BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us



NURSERY/FLORAL CERTIFICATE OF REGISTRATION

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

HEART OF TEXAS LANDSCAPE AND IRRIGATION CO INC
6363 FM 439
BELTON TX 76513

Client Name: HEART OF TEXAS LANDSCAPE AND IRRIGATION CO
TDA Client No: 00390206

CERTIFICATE NO. 0757006
Effective Date: March 31, 2018

CERTIFICATE TYPE: NURSERY FLORAL CLASS 2
Expiration Date: March 31, 2019

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov
COMMERCIAL PESTICIDE APPLICATOR LICENSE



This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DUSTIN FINCH
PO BOX 1236
BELTON TX 76513

TDA Client No: 00328272
License No: 0587695
Effective Date: January 31, 2018
Expires: January 31, 2019
Categories:



Exhibit A

City of Round Rock
Landscape Maintenance and Mowing Services
IFB No. 18-009
Class/Item: 988-36 / 988-52
MARCH 2018

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

SOLICITATION NUMBER: 18-009
RESPONDENT'S NAME: Heart of Texas DATE: 4/2/2018

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

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

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

- Add additional pages as needed



CITY OF ROUND ROCK
REQUEST FOR QUALIFICATIONS
FOR
Landscape Maintenance and Mowing Services

IFB No. 18-009

Addendum No. 1

Date: March 27, 2018

Addendum No. 1, dated Tuesday, March 27, 2018, is being issued for IFB No. 18-009 for Landscape Maintenance and Mowing Services in response to all questions addressed in accordance with the Schedule of Events.

The following are the proposed questions offered:

1. Question: Can the City provide maps for the RRPD and RRSC?

Answer: Maps for RRMPC, RRSC, and RRPD posted to City website at:

<https://www.roundrocktexas.gov/solicitation/landscape-maintenance-mowing-services/>

2. Question: Can the City provide the number of controllers for Multipurpose Complex, RRPD, and RRSC?

Answer for Each Area is as follows:

- a. Multipurpose Complex Center: 6 controllers x approximately 37 zones each
- b. Police Department: 2 controllers for outside grounds maintenance areas consisting of approximately 30 zones each
- c. Sports Complex: 1 controller x 37 zones

3. Question: Will the Contractor be responsible for providing mulch in the playground areas at the Multipurpose Complex?

Answer: No

Page

Exhibit "A"

**CITY OF ROUND ROCK
REQUEST FOR QUALIFICATIONS
FOR
Landscape Maintenance and Mowing Services**

(Continued)

IFB No. 18-009

Addendum No. 1

Date: March 27, 2018

4. **Question:** What type of maintenance is required for tree pruning of trees less than 12 feet in height?

Answer: 'Normal' tree maintenance: keeping canopy raised, removal of dead tree material, maintaining proper shaping, etc.

5. **Question:** Will the Contractor be responsible for maintenance of tree drainage collars?

Answer: Contractor will be responsible for re-mulching basis of trees during 2x/year mulching's. 'Drainage' is not the responsibility of the Contractor.

6. **Question:** Is Contractor responsible for hauling debris off site?

Answer: Yes

7. **Question:** Is Contractor responsible for cleaning off debris from concrete?

Answer: Yes

8. **Answer:** Irrigation at the Multipurpose is reclaimed.

Answer: Yes

9. **Question:** Is the Contractor responsible for the grass area inside tower fence at the Round Rock Police Department?

Answer: Yes

10. **Question:** Is the irrigation reclaim or half and half at the Round Rock Police Department?

Answer: Unknown at this time.

Page

Exhibit "A"

CITY OF ROUND ROCK
REQUEST FOR QUALIFICATIONS
FOR
Landscape Maintenance and Mowing Services

(Continued)

IFB No. 18-009

Addendum No. 1

Date: March 27, 2018

11. Question: Will Contractor be responsible for damages incurred at Multipurpose Complex, RRPD, and RRSC facilities (windows and cars) if damage is due to flying rocks in landscaped areas.

Answer: Yes

12. Question: Is the irrigation reclaim or half and half at the Round Rock Sports Center?

Answer: Reclaimed

Approved by:

Michael Schurwon

Date:

03-27-18

Michael Schurwon, CPPB, CTPM
Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

Heard of Texas
Vendor

[Signature]
Authorized Signature

4/2/18
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.3 of 3

Page

Exhibit "A"

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:
2018-368430

Date Filed:
06/14/2018

Date Acknowledged:

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

Heart of Texas Landscape and Irrigation
Belton, 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.

The 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.

IFB # 18-009
Landscape Maintenance and Mowing 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 Dustin Finch, and my date of birth is 1/6/1977.

My address is 6363 Fm 439, Belton, TX, 76513, USA.
(street) (city) (state) (zip code) (country)

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

Executed in BELL County, State of TEXAS, on the 14 day of June, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution adding Addendum No. 2 to Resolution No. 2017-4700 which authorized the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of \$200,000.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2018-5602

Exhibit A is an addendum to Resolution No. 2017-4700 to include additional items on the Authorized Purchases List. As the City prepares to take the operations of the wastewater treatment plant in-house (currently run by the Brazos River Authority) with a target takeover date of October 1, 2018, it has been determined that additional items that will be needed prior to takeover should be included on the Authorized Purchases List. These items were not in the purchases included in the 2017/18 adopted budget because takeover of operations was not determined at that time.

Additionally, other items have been identified to be added to the Authorized Purchases List required to support General Services, Information Technology, Parks and Recreation Department and Police.

Pursuant to Chapter 2, Section 2-326 of the Code of Ordinances which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$199,999 for budgeted items specifically approved in advance by the Council, this exhibit amends Resolution No. 2017-4700, adopted by Council on August 24, 2017. The first addendum to this resolution was adopted by Council on November 9, 2017.

Upon approval of this resolution all items between \$50,000.00 and \$199,999 included on Exhibit A will be considered authorized purchases for FY 2017/2018 and will be purchased in accordance with the City's financial policies and with the City Manager's approval without any further approval or action from the City Council. Items on the authorized purchases list include:

- Routine equipment and technology purchases as included in the budget and the

budget list are considered approved by Council, unless:

- o Item is \$200,000 or greater, unless the Council makes an exception,
 - o Item contains a contract requiring the Mayor's signature;
 - o Purchase deviates from the original purchase as designated on the list;
 - o Cost exceeds the greater of 10% or \$10,000; or
 - o Council has designated that item(s) come back for approval
- Capital projects and funding agreements will be presented to Council for consideration and approval.

RESOLUTION NO. R-2018-5602

WHEREAS, Sec. 4.01(f) of the Round Rock Charter provides that the City Council may by ordinance set the maximum amount for which the City Manager is authorized to execute contracts and/or expend funds for budgeted items, and

WHEREAS, the City Council has previously adopted Sec. 2-326(b) of the Code of Ordinances, which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000.00 for budgeted items specifically approved in advance by the Council, and

WHEREAS, the City Council previously approved an Authorized Purchases List on August 24, 2017 by Resolution No. 2017-4700 to authorize the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000.00 for those budgeted items specifically approved in advance by the Council, and

WHEREAS, the City Council approved Addendum No. 1 to the Authorized Purchases List on November 9, 2017 by Resolution No. 2017-4944 adding additional items, and

WHEREAS, the City Council desires to add additional items to the Authorized Purchases List which are listed in Exhibit A, attached hereto and incorporated herein by reference, Now Therefore

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

Pursuant to Sec. 2-326(b) of the Code of Ordinances, the city manager is hereby authorized to execute contracts and/or to expend funds for budgeted items in the maximum amount of \$200,000, provided that all such contracts and expenditures are:

(1) specifically for items listed in Exhibit A attached to Resolution No. 2017-4700; for the additional items in Addendum No. 1 attached to Resolution No. 2017-4944; and for additional items listed on this Addendum No. 2 in Exhibit A of this Resolution, and

(2) in compliance with state laws requiring competitive bids.

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 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

7/5/2018

Authorized Purchases**FY2018 Master List****Addendum 2****ALL CITY OF ROUND ROCK PURCHASING POLICIES AND PROCEDURES APPLY***Items Between \$50,000 and \$199,999*

Items between \$50,000 and \$199,999 will be approved by the City Manager and will not return to Council unless the contract requires the Mayor's signature.

Department	Description	Amount
East WWTP	Lab equipment: Centrifuge, dryer, microscope, glassware, burners, other misc. equipment	\$ 110,000
East WWTP	Technology: Computers, VOIP phones, WIFI Network, security cameras, 2-way comm system	100,000
East WWTP	Installation of fiber cabling for network connectivity	150,000
East WWTP	Ford F150 Truck	30,000
East WWTP	Ford F150 Truck	30,000
East WWTP	Ford F150 Truck	30,000
East WWTP	Ford F150 Truck	30,000
East WWTP	Tractor/Trailer for emergency sludge hauling	80,000
General Services	Carrier Corp HVAC Services	195,000
General Services	Entech Sales & Service- Fire and Security Equipment and Monitoring Services	80,000
Information Technology	Presidio Networked Solutions-VoIP and Network Support	190,000
Information Technology	SHI Government-Citywide Software Support	190,000
Information Technology	Insight Public Sector-General IT Equipment Support	100,000
Information Technology	Technology for Education (TFE)-Fiber Optic Cable Services	90,000
PARD	Progressive Commercial Aquatics - Pool Chemicals and Repair	130,000
Police	GT Distributors - Public Safety Equipment	190,000
Police	Public Safety Uniforms - Miller and Galls Uniforms	70,000
TOTAL \$		1,795,000



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut, and Point Repairs Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$57,950.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-5609

The City is required to continue our Wastewater Collection System Rehabilitation program in order to comply with the Texas Commission on Environmental Quality's (TCEQ) Edwards Aquifer Recharge Zone Protection Program which requires that wastewater collection systems located over the Edwards Aquifer be inspected and rehabilitated every five years. The elimination of defects will not only help to protect the Edwards Aquifer, but will also reduce inflow and infiltration entering the City's wastewater collection system, thereby reducing the City's treatment cost. The City has completed the inspection of 12 sub-basins to determine areas that require rehabilitation for this project.

The work being performed under this contract includes sub-basins BC-01, BC20-Z, CC32-Z, CC34-Z, CC35-Z, CC37-Z, LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z & LC19-Z. The project includes 2,450 LF of new 8-inch through 10-inch pipe installed by pipe bursting, 2,650 LF of 8-inch through 42-inch CIPP liner, and construction of six manholes.

T. Gray Utility Company was awarded this contract in the amount of \$1,362,800.00.

Quantity Adjustment/Change Order No. 1 (QA/CO No. 1) is needed for change order items and includes a 30-day contract time adjustment due to unforeseen items during construction. The additional work required by the contractor included rehabilitation of five existing wastewater manholes along Dell Way. QA/CO No. 1 is for \$57,950.00 which brings the total construction

contract to \$1,420,750.00.

Cost: \$57,950

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2018-5609

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation – Manhole Rehabilitation, Open Cut, and Point Repairs Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation – Manhole Rehabilitation, Open Cut, and Point Repairs Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.1804; 00404317



Contract Quantity Adjustment/Change Order

**EXHIBIT
"A"**

Page 1 of 3

rev, 01/16

Department: Utilities and Environmental Services

Project Name: 2016Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut, and Point Repairs

City Project ID Number: RHB16

Vendor: T Gray Utility & Rehab Co., LLC

Date: 6/7/18

Change Order/Quantity Adjustment No.: 1

Company Name: T Gray Utility & Rehab Co., LLC

Address: P. O. Box 2176 - Cypress, Texas 77410

Phone No.: 281-455-0899

Justification

Quantity Adjustment / Change Order #1 is needed for Change Order items required not in Bid list.

SUMMARY

	Amount	% Change
Original Contract Price:	\$1,362,800.00	
Previous Quantity Adjustment(s):	\$0.00	
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$1,362,800.00	
Previous Change Order(s):	\$0.00	0%
This Change Order:	\$57,950.00	4%
Total Change Order(s) To Date:	\$57,950.00	4%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$1,420,750.00	
Difference between Original and Adjusted Contract Prices:	\$57,950.00	
Original Contract Time:	180	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	30	
New Contract Time:	210	

Submitted for Approval

Prepared By: Eddie Zapata

Signature: Eddie Zapata

Printed Name, Title, Company: Eddie Zapata, Senior Project Manager

Date: 6/7/2018

Approvals

Contractor: Gerald Hoffpauir

Signature: Gerald Hoffpauir

Printed Name, Title, Company: Gerald Hoffpauir, Project Manager

Date: 6/7/2018

City Project Manager: Eddie Zapata

Signature: Eddie Zapata

Printed Name, Title: Eddie Zapata, Senior Project Manager

Date: 6/7/2018

Mayor/City Manager: Craig Morgan

Signature: Craig Morgan

Printed Name, Title: Craig Morgan, Mayor

Date:

2016Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open
Project Name: Cut, and Point Repairs

Change Order Data

Change Order Data						
Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
CO -1	Construction Entrance; Site Clearing; Erosion Control; Restoratoion	LS	1	\$7,500.00	\$7,500.00	30
CO -2	Reset and Reseal Manhole including adjustment, seal, & grout	EA	3	\$1,500.00	\$4,500.00	
CO-3	Remove & Replace MH Cone Section and replace with 32" section	EA	2	\$6,500.00	\$13,000.00	
CO-4	MH Rehabilitation with Reliner cement & Raven 405	EA	5	\$6,000.00	\$30,000.00	
CO-5	Testing, Inspection, & Safety	LS	1	\$2,950.00	\$2,950.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$57,950.00	30

Project Name: 2016Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut, and Point Repairs

Quan. Adj./Change Order No.: 1

[illegible]

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.

T. Gray Utility & Rehab Co., LLC
Cypress, TX United States

Certificate Number:
2018-369544

Date Filed:
06/18/2018

Date Acknowledged:

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

City of Round Rock, Texas

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

CHANGE ORDER - MANHOLE REHAB
2016 WW Collection System Rehab: Manhole Rehab, Point Repair and Open-Cut

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tamez, Marcus	CYPRESS, TX United States	X	

5 Check only if there is NO Interested Party.

☐

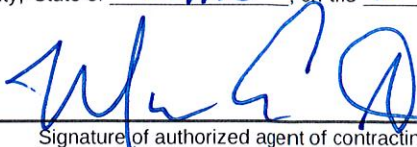
6 UNSWORN DECLARATION

My name is MARCUS E. TAMEZ, and my date of birth is 05/30/1977.

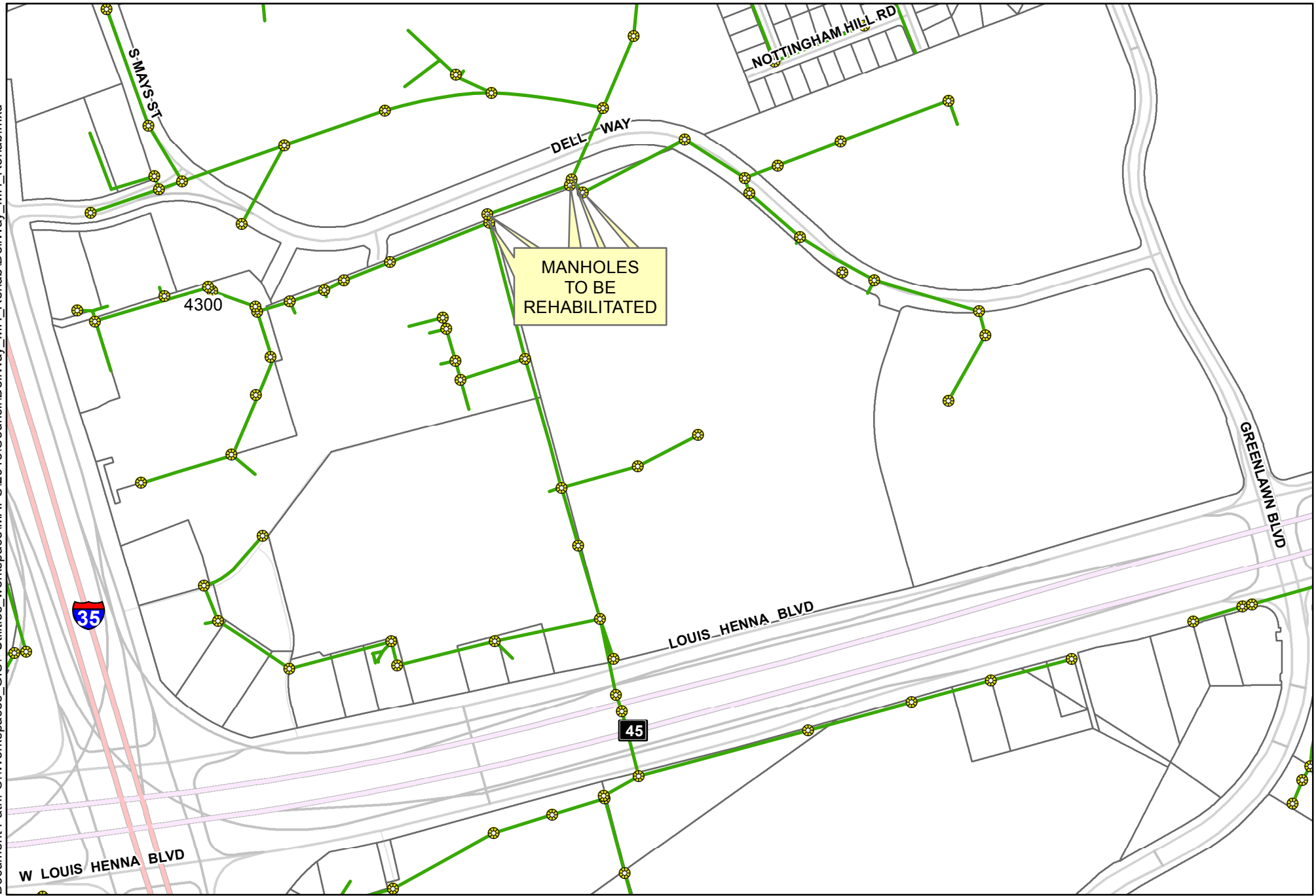
My address is 15519 STILLER PARK DR., Cypress, TX, 77429, USA.
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TEXAS, on the 18TH day of JUNE, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Date: 6/25/2018



DELL WAY WASTEWATER MANHOLE REHABILITATION



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with HOT Inspection Services, Inc. for the Clearwell No. 2 Ground Storage Tank Rehab 2018 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$91,500.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-5610

Steel tanks require interior and exterior coating rehabilitation on average every 15 years to protect the integrity of the tank. The City has set aside funding for a recurring annual tank coating rehabilitation project. Clearwell No. 2 is the next scheduled tank in need of coating rehabilitation. It was constructed in 1985 and was last rehabilitated in 2003. It is the larger of two steel ground storage tanks located at the Water Treatment Plant (WTP) and used for chlorine contact time and storage following the water treatment process. Based on recent inspections, Clearwell No. 2 requires minor structural repairs and interior and exterior coating rehabilitation.

HOT Inspection Services, Inc. performed the 2015 Tank Assessment project for the City and has been involved with the welding and coatings inspection of Round Rock's steel tanks since the early '90's. The Utility Staff recommends the Mayor and City Council to award this contract in the amount of \$91,500 for HOT Inspection Services, Inc. to assist with preparing the Project Manual with the necessary welding and coating specifications and to perform daily construction inspections for the City following award of a construction contract.

Cost: \$91,500

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2018-5610

WHEREAS, the City of Round Rock desires to retain professional consulting services related to the Clearwell No. 2 Ground Storage Tank Rehab 2018 Project; and

WHEREAS, HOT Inspection Services, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with HOT Inspection Services, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for the Clearwell No. 2 Ground Storage Tank Rehab 2018 Project with HOT Inspection Services, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR THE
CLEARWELL NO. 2 GROUND STORAGE TANK REHAB 2018 PROJECT
WITH
HOT INSPECTION SERVICES, INC.**

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

THIS AGREEMENT for professional consulting services related to Clearwell No. 2 Ground Storage Tank (GST) Rehab 2018 Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and HOT INSPECTION SERVICES, INC. (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for professional services related to the preparation of contract documents, contract administration, and inspection services for the Clearwell No. GTS Rehab 2018 Project; and

WHEREAS, City desires to contract for such services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved. The estimated completion date of services is June 1, 2019.

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

2.01 PROPOSAL FOR SERVICES

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

3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit “A,” which document is incorporated herein for all purposes. Consultant’s undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit “A” and herein, and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit “A,” however, either party may make written requests for changes to the Scope of Work. To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 10.01.

5.01 CONTRACT AMOUNT

In consideration for the consulting services to be performed by Consultant, City agrees to pay Consultant as follows and as set forth in Exhibit “A” for services and the Scope of Services deliverables as delineated in Exhibit “A.”

Not-to-Exceed Total Payment for Services: Consultant’s total compensation for consulting services hereunder shall not exceed **Ninety-One Thousand Five Hundred and no/100 Dollars (\$91,500.00)**. This amount represents the absolute limit of City’s liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant’s fees for work done on behalf of City.

Payment for Reimbursable Expenses: There shall be no payments for reimbursable expenses included in this Agreement.

Deductions: No deductions shall be made for Consultant’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

Additions: No additions shall be made to Consultant’s compensation based upon project claims, whether paid by the City or denied.

6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.01 INSURANCE

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

8.01 PROMPT PAYMENT POLICY

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the

service performed that causes the payment to be late; or

- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

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

10.01 SUPPLEMENTAL AGREEMENT

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

11.01 TERMINATION; DEFAULT

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

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

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

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

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

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

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

12.01 NON-SOLICITATION

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

13.01 CITY'S RESPONSIBILITIES

City shall perform the services described in Exhibit "A." Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

14.01 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter

into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

15.01 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential

Information.” Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party’s prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party’s Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

16.01 WARRANTIES

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

17.01 LIMITATION OF LIABILITY

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

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

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant’s gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

18.01 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys’ fees and all other costs and fees incident to any work done as a

result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

20.01 LOCAL, STATE AND FEDERAL TAXES

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

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

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

21.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Consultant acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination

System (TPDES). The Consultant agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Consultant agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

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

22.01 FINANCIAL INTEREST PROHIBITED

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

23.01 DESIGNATION OF REPRESENTATIVES

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

Jeff Bell
Project Manager Senior
2008 Enterprise Drive
Round Rock, TX 78664
(512) 218-7076
jbelle@roundrocktexas.gov

24.01 NOTICES

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

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

Notice to Consultant:

HOT Inspection Services, Inc.
P.O. Box 1208
Round Rock, TX 78680-1208

Notice to City:

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

AND TO:

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

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

25.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

26.01 EXCLUSIVE AGREEMENT

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

27.01 DISPUTE RESOLUTION

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

28.01 SEVERABILITY

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

29.01 STANDARD OF CARE

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

30.01 GRATUITIES AND BRIBES

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

31.01 RIGHT TO ASSURANCE

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

32.01 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments

hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

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

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

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

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

[Signatures appear on the following page.]

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

City of Round Rock, Texas

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

HOT Inspection Services, Inc.

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

Exhibit A City Services

Clearwell No. 2 GST Rehab 2018

The City of Round Rock will provide to Hot Inspection Services, Inc. the following items/information/assistance:

1. Furnish any existing data, maps, plans, as-builds or construction drawings, etc. that may pertain to the project as requested. Provide contract templates and forms necessary to compile the contract documents.
2. Provide utility location services for all City owned utilities within the project boundaries as requested.
3. Provide access to the tank site, assist with tank site visits and drain tank and fill as needed for the rehabilitation project. Trim any trees or remove obstacles that impede the access to the tank surfaces.
4. Provide timely review of construction plans, technical specifications, and contract documents submitted for review.
5. Provide assistance and coordination with Private Property Owners if needed.
6. Provide E-production of contract documents, publish dates and bidding information for project.
7. Provide Engineering Seal for contract documents.
8. Assist during the bid opening date.



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

EXHIBIT "B" **Vendor's Service**

Clearwell No. 2 GST Rehab 2018

A. PRELIMINARY PHASE

1. Attend preliminary conference with the Owner/Engineer regarding the project.
2. Prepare a preliminary scope of work and schedule on the project indicating the optional solutions available, including probable cost based on the 2015 Comprehensive Inspection and latest information obtained.
3. Meeting with Owner discuss which plan of action, schedule and best value based on the projected outcome of each alternate.

B. PRE CONSTRUCTION PHASE

1. Establish the scope of work and specifications based on the site surveys and research conducted. Prepare contract documents authorized by the Owner.
2. Assist the Owner in the advertisements of the project for bids.
3. Conduct a pre bid meeting with the Contractor and Owner if necessary.
4. Assist the Owner in the opening and tabulation of bids for construction of the project and consult with the Owner as to the proper action to be taken, based on all of the considerations involved.
6. Conduct a pre construction meeting with the Contractor and Owner.

C. CONSTRUCTION PHASE

1. Conduct on site visits to provide Quality Assurance Surveillance and observe the progress and quality of the executed work in accordance with the Contract Documents. Reasonable measures will be taken by HOT Inspection Services, Inc., in performing these services to protect Owner against defects and deficiencies in the Contractor's work. HOT Inspection Services, Inc., shall not guarantee responsibility for the actual supervision of construction operations or for the safety measures which Contractor takes or should take.

2. HOT Inspection Services, Inc., will provide an AWS Certified Welding Inspector and NACE Certified Coating Inspector. The objective of this project is to provide quality assurance surveillance of the welding, sandblasting, and painting during the rehabilitation of the water tanks. Inspection and testing visits will be strategic and at the discretion of the Owner/Engineer. The services to be rendered will include the following:

Welding and Repair Inspection

- Review tank project drawings to provide comments and recommendations.
- Observe and monitor the tank modifications and quality of workmanship.
- Review welder qualification records, welding procedures.
- Verify proper welding electrodes and electrode storage to be used on project.
- Conduct inspections on shop fabricated components.
- Conduct inspections of installation of new roof, field welding and repairs.

The inspection methods to be implemented for the above inspection will consist of Visual Testing. All inspections shall verify compliance with the Contract Specifications.

Shop fabricated items will be inspected on site as they arrive unless the owner requests a shop visit. The fabrication and weld quality will be inspected for compliance to AWWA D100-Latest Edition. If the owner requires a shop inspection, it shall consist of a visual inspection of the fabricating practices and operations to determine compliance with the AWWA Standard.

Sandblasting and Coating Inspection

- Pre-surface preparation inspection.
- Measurement of ambient conditions.
- Evaluation of compressor and surface preparation equipment.
- Determination of surface preparation cleanliness and profile.
- Inspection of application equipment.
- Witnessing coating mixing.
- Inspecting coating application.
- Determination of wet film thickness.

- Determination of dry film thickness.
- Evaluating cleanliness between coats.
- Witnessing holiday testing conducted by the contractor
- Evaluating cure.

The inspection methods to be implemented for the sandblasting and coating inspections will consist of visual inspections, mil gauging, holiday testing, profile gauging and atmospheric measuring. All inspections will verify compliance with the AWWA D102-97 and contract specifications. The measurement of air temperature, surface temperature, humidity, dew point, coating thickness and holiday detection will be recorded in an inspector's logbook. Visits to the contractor's facility providing shop applied coatings will be conducted at the discretion of HOT Inspection Services, Inc. The equipment to obtain all inspection and testing will be supplied by HOT Inspection Services, Inc.

3. Consult and advise with the Owner and issue all instructions to the contractor requested by the Owner. Issue routine change order procedures with Owner's approval. Change orders to be filled out in complete form by the contractor prior to submitting the final pay request and retainage. All signatures required prior to approval by the City Manager.
4. Review with the Owner, submittals by the Contractor. This review is for the benefit of the Owner and covers only general conformance with the information given by the Contract Documents. This review does not relieve the Contractor of any responsibility such as appropriate safety measures to protect workers, property and the public, of the necessity to construct a complete and workable facility in accordance with the Contract Documents.
5. Obtain and review monthly and final estimates for payments to the contractor and furnish to the Owner any recommended payments to contractors and suppliers.
6. Conduct with the Owner and contractor, a final inspection of the project for compliance with the Contract Documents and submit recommendations concerning project status, as it may affect Owner's final payment to Contractor.



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

Exhibit C Work Schedule

Clearwell No. 2 GST Rehab 2018

Lake Creek GST

Preliminary Phase	07/12/18 – 07/26/18
Pre-Construction	07/26/18 – 8/31/18
Construction Phase	11/1/18 – 6/01/19

Project bids will be scheduled for opening the week of 10/21/18. Notice to proceed for construction is estimated for 11/1/18. The actual construction schedule may vary depending on tank availability and shutdown schedule by City. Anticipated completion of Clearwell No. 2 GST is 6/01/19. The tank will need to be drained and remain empty until all coatings applications and cure time has been completed.

Advertise: September 6 and September 13
Open Bids: September 21
City Council Award: October 19
NTP: November 1



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

Exhibit D Fee Schedule

Clearwell No. 2 GST Rehab 2018

Providing personal services to the City of Round Rock for consulting, on-site project management, and inspection for the rehabilitation and improvements on the Clearwell No. 2 Ground Storage Tank. Services to include: probable cost estimates, technical data, pre-construction and construction documents, bidding and negotiation phase documents, and construction phase inspection.

Total fee below is based on construction cost of \$873,000. A cost of 3% for consulting and 7.5% for inspection services provided, whereas the cost is divided between the Preliminary and Bidding Phases, Pre-Construction Phase and the Construction Phase for the rehabilitation of Clearwell No. 1.

Clearwell No. 2

Preliminary Phase/Pre-Design	\$ 6,000.00
Pre-Construction Phase	\$20,000.00
Construction Phase	\$65,500.00
 Total Fee	 \$91,500.00



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

Exhibit E
Certificate of Insurance

Clearwell No. 2 GST Rehab 2018

The Certificate of Liability Insurance for HOT Inspection Services, Inc., is submitted electronically to the City of Round Rock by Watkins Insurance Group-Austin at the date of annual expiration.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St Austin TX 78759	CONTACT NAME: Susan Hord
	PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999
	E-MAIL ADDRESS: shord@watkinsinsurancegroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Hartford
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 580166578	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	65SBAPV1060	3/21/2018	3/21/2019	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	65SBAPV1060	3/21/2018	3/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	65WBCAT2222	12/18/2017	12/18/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Round Rock is additional insured on the general liability and auto liability policies, per blanket endorsements, where required by written contract.

CERTIFICATE HOLDER City of Round Rock 221 E Main St Round Rock TX 78664	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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.

HOT Inspection Services, Inc.
Round Rock, TX United States

Certificate Number:
2018-365927

Date Filed:
06/08/2018

Date Acknowledged:

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

City of Round Rock

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

000000
Consulting and Inspection 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

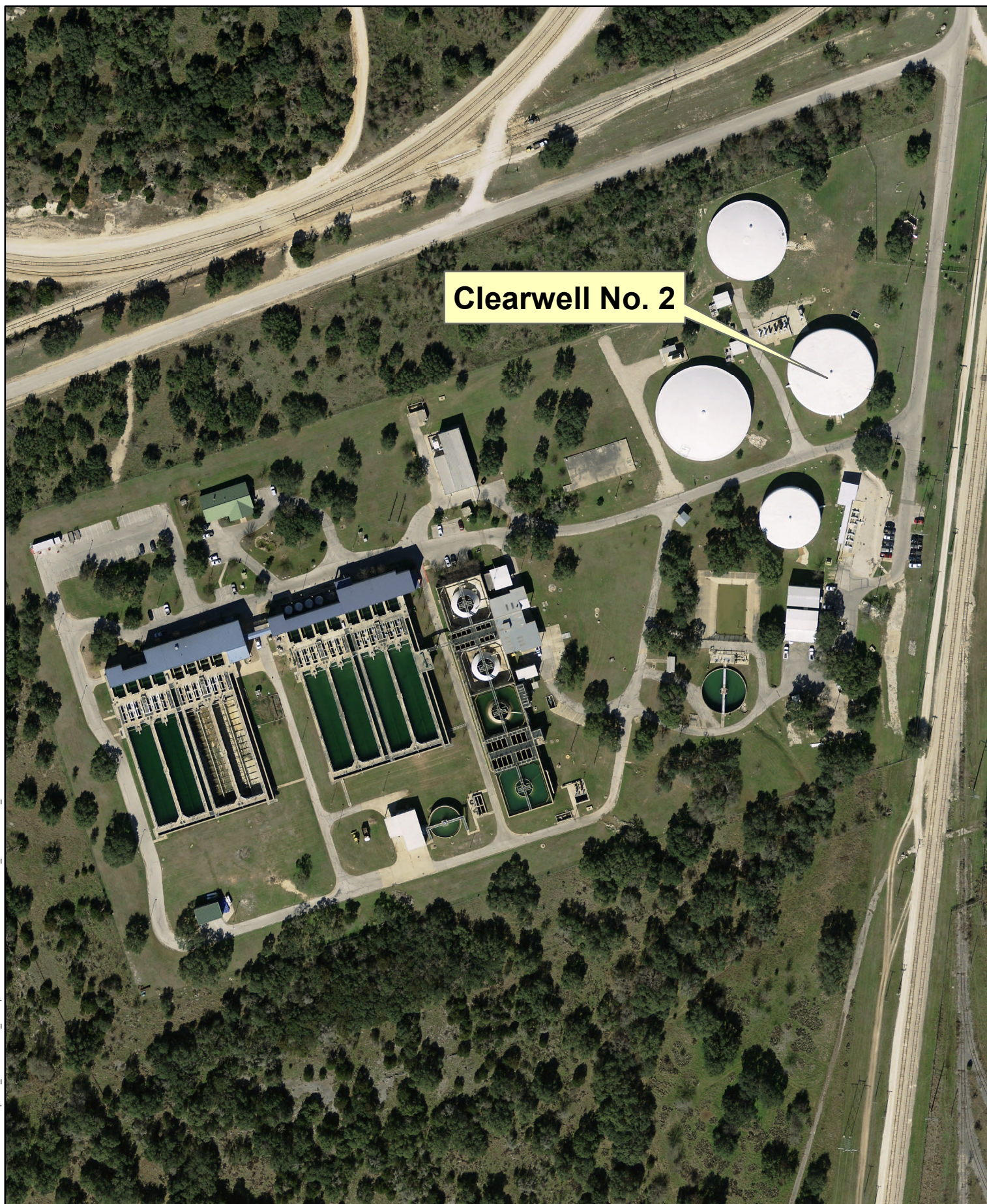
My name is JOHN H. KONZEN, and my date of birth is 08/21/1958.

My address is 15370 SPOTTED HORSE LN, SALADO, TX, 76571, USA.
(street) (city) (state) (zip code) (country)

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

Executed in BELL COUNTY County, State of TEXAS, on the 8 day of JUNE, 2018.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



Date: 6/25/2018



Clearwell No. 2 GST Rehab 2018



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 6 with Atkins North America, Inc for the E. Bagdad Avenue Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$68,879.10

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5615

The Original Contract with Atkins North America, Inc. in the amount of \$104,700.41 consisted of preparing survey, environmental tech memo, and 30% PS&E for the E. Bagdad Ave Extension. The project initially included a new location 2-lane divided roadway connection between Burnet St. and S. Black St. as well as improvements to S. Georgetown St. between S. Black St. and E. Main St. The approximate length of the initial project was 0.33 miles.

Supplemental #1, in the amount of \$326,360.94, consisted of preparation of 30%, 60%, 95% and 100% PS&E plans for the project as well as survey, environmental tech memo and pavement design. The proposed improvements to the project included a new location 3-lane roadway connection between Burnet St. and S. Black St. as well as the widening of S. Georgetown St. to 3-lanes between S. Black St. and E. Main St. Also, existing E. Bagdad Ave between McNeil Rd. and Burnet St. was relocated directly adjacent to the railroad as a 3-lane section. The approximate length of the project, including additions, was increased to 0.54 miles, bringing the new contract amount to \$431,061.35.

Supplemental #2 amended the agreement to include the addition of water quality and landscaping, as well as the extensions of Lampasas St. and Sheppard St. to the project. Compensation for this amendment increased by \$85,675.85, which brought the total premium to \$516,737.20 for the project.

Supplemental #3 extended the time allowed for completion of the project. The agreement period was extended until September 1, 2017 in accordance with revised Exhibit C (Work

Schedule). There was no change to the contract value.

Supplemental #4 included removing the Sheppard St. extension, separating the project into 2 phases, performing additional design to accommodate The Depot Townhomes, removing the landscaping and irrigation, and adding a fence/barrier along the railroad Right of Way. Compensation for this amendment was \$199,281.31 which brought the total premium to \$716,018.51 for the project.

Supplemental #5 included construction chase services for Phase 1 of the McNeil Extension Project. These services will be provided on an "as requested by the City of Round Rock" basis. Invoicing for these services will be based on actual labor charged to the project using the contract multiplier. Any budget remaining at the end of the contract will not be invoiced. Compensation for this amendment was \$100,929.81 which brought the total premium to \$816,948.32 for the project.

Supplemental #6 includes additional survey for McNeil Phase 2 and final PSE revisions which include new driveways, improvements to the intersection of Main St. & Georgetown, drainage calculations, and wastewater reconstruction. Compensation for this amendment will be increased by \$68,879.10 in accordance with revised Exhibit D (Fee Schedule), which will bring the total compensation to \$885,827.42.

The Transportation Department recommends that the City of Round Rock execute supplemental contract #6 with Atkins North America, Inc.

Cost: \$68,879.10

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-5615

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project, and

WHEREAS, Atkins North America, Inc. has submitted Supplemental Contract No. 6 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 6 with Atkins North America, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 6 to the Contract with Atkins North America, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

§

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§

SUPPLEMENTAL CONTRACT NO. 6

ADDRESS: 11801 Domain Boulevard, Suite 500, Austin, TX 78758

PROJECT: E. Bagdad Avenue Extension

This Supplemental Contract No. 6 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the “City” and Atkins North America, Inc., hereinafter called the “Engineer”.

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract”, on the 24th day of September, 2015 for the E. Bagdad Avenue Extension Project in the amount of \$104,700.41; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on March 10, 2016 to amend the scope of services and to increase the compensation by \$326,360.94 to a total of \$431,061.35; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on September 8, 2016 to amend the scope of services and to increase the compensation by \$85,675.85 to a total of \$516,737.20; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 on April 3, 2017 to amend the work schedule; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 4 on August 24, 2017 to amend the scope of services and to increase the compensation by \$199,281.31 to a total of \$716,018.51; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 5 on March 22, 2018, to amend the scope of services and to increase the compensation by \$100,929.81 to a total of \$816,948.32; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$68,879.10 to a total of \$885,827.42;

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

I.

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

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$68,879.10 the lump sum amount payable under the Contract for a total of \$885,827.42, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

ATKINS NORTH AMERICA, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT B

Engineering Services

PROJECT DESCRIPTION

The proposed project will include a new location 3-lane extension of McNeil Rd between Mays St and S Black St as well as the widening of S Georgetown St to 3-lanes between S Black St and E Main St. Lampasas St will be extended from its current termini at Bagdad Ave to the new McNeil Rd extension. Lewis St will also be extended to connect to McNeil Rd. The approximate length of the project is 0.54 miles.

The project will be constructed in two phases. The first phase will include all the improvements west of and including the intersection at Burnet St. The second phase will include the proposed improvements east of Burnet St.

This supplemental includes an extension of phase 2 to approximately 150' north of Main St along Georgetown St as well as some modifications to Lewis St and Black St.

TASK 1: PROJECT MANAGEMENT

1. Project management, oversight and coordination of efforts

TASK 2: SURVEYING

1. Inland will recover, verify, and utilize established control from work performed previously in the immediate area. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone, 4203 (scaled to surface values) and reconciled to the CORR GPS monument system. A "combined scale factor" will be derived for coordinate conversion purposes based on an average CSF of all primary point coordinates. Vertical Datum will be GPS derived orthometric heights.
2. Inland will establish a vertical control system for each project. A benchmark system will be established at approximately 500' intervals along the project route. Differential level lines will be conducted for establishing the elevation at each benchmark. A list of benchmarks with coordinates (to be used for locating purposes only), descriptions, and reported elevations will be included in the project deliverables.
3. Inland will place a utility location request with "One Call" system for designating of the underground utilities within the project limits.
4. Inland will collect spot elevations and grade breaks along the project route at intervals conducive to precise DTM generation. The data will include curbs, gutters, pavement markings, culverts, driveways, portions of parking areas, visible utilities and/or "one call" markings, drainage features, irrigation installations as encountered, trees (ornamentals and/or 8" dbh and up, if any) and any improvements within the defined area. Inland will provide flow line elevations of "wet" manholes within the project limits. Inland will generate a 1-foot contour interval DTM file of the project area.
5. Inland will perform sufficient research and of property records from various sources and office tasks to develop the record ROWs and adjacent easements of record. This task will be performed without benefit of title abstract for adjacent properties. There may be other instruments not shown or known that affect the properties.

TASK 3: ENVIRONMENTAL STUDIES

No changes with this supplemental.

TASK 4: PRELIMINARY DESIGN/30% PLANS

No changes with this supplemental.

TASK 5: DIRECT EXPENSES

No changes with this supplemental.

TASK 6: GEOTECHNICAL DESIGN

No changes with this supplemental.

TASK 7: 60% PLANS

No changes with this supplemental.

TASK 8: 95% PLANS

No changes with this supplemental.

TASK 9: 100% PLANS/FINAL SUBMITTAL

Phase 2 of the McNeil Rd Extension is being extended through the Main St intersection to approximately 150' north of Main St. The north leg of the intersection will include four 12' lanes including one NB through lane, one SB to EB left turn lane, 1 SB through lane, and 1 SB to WB right turn lane. The right turn lane will have a bay length of 100' and a taper length of 50'. The existing island-separated right turn lane will be removed. The Main St/Georgetown St intersection will be converted to a 4-way stop controlled intersection with crosswalks across the west, north and south legs. No crosswalk will be provided across the east leg of the intersection.

In addition, the Stone St connection is being removed from the project and the Black St Connection will be 40' wide at McNeil Rd and taper back to the existing width immediately after the intersection radii. The remainder of Black St will receive a 2" Type D overlay.

Lewis St will be revised to include additional parking on both sides of the road for the full length of Lewis St. A driveway will be added on the west side of Lewis St as far south as possible and the driveway on the east side will be moved to be centered on the existing alley.

A new 24' wide driveway for Union Pacific will be added on McNeil Rd directly across from Black St.

The plan revisions anticipated to be included are:

Roadway

1. Prepare cross-sections (50' intervals), calculate limits of construction, verify ROW and construction easements, and compute earthwork quantities for the extension of the project from Main St to approximately 150' north of Main St. Revise cross-sections as necessary for the changes to Lewis St.
2. Prepare one additional typical section for the extension. Revise the typical section for Black St to reflect the variable width. Remove the typical section for Stone St.

3. Prepare one additional pavement detail to reflect a pavement design provided by the City of Round Rock. The pavement design provided by the City for the portion of the project north of Main Street will be 2" Type D HMA, 4" Type B HMA, and 14" flexible base.
4. Prepare one additional removal layout for the extension.
5. Update one plan & profile sheet for the extension. Revise plan and profile sheets for the changes to Lewis St, Stone St, and Black St.
6. Update the grading plans for Lewis St, Black St and the Main St intersection. Remove the grading plan for Stone St.
7. Provide driveway profiles for the two new driveways on Lewis St and the Union Pacific driveway on McNeil Rd. The existing driveway on the west side of Georgetown approximately 150' north of Main St will be removed.
8. Update the traffic control plan narrative, sequence of construction traffic control plan, and standards for the extension.
9. Update the quantities to reflect the above changes.

Drainage

1. Check the ponding widths at the two nearest inlets on Main St (one on each side of Georgetown St). If it is determined that additional drainage design is needed it will be included in a separate supplemental. Analyze existing storm sewer system along Main St. for impacts caused by proposed extension.
2. Revise the drainage design to accommodate the proposed changes to Lewis St, Stone St, and Black St.
3. Update the SWPPP and erosion control plan sheets to include the extension.

Utilities

1. No third-party utility design or coordination is included. Atkins will provide an updated plan set to the City of Round Rock for the purposes of utility coordination.
2. The proposed reconstruction of the wastewater line will be extended to the first manhole north of Main St. This new section will be 8" and will eliminate the drop in MH-6.
3. The wastewater line between MH-7 and MH-5 will be changed to 8".
4. Update City of Round Rock standard utility drawings to the most current.
5. Attend up to 4 additional monthly utility meetings.

Traffic

1. Remove the illumination from the plans. The City of Round Rock will coordinate with Oncor to provide lighting on the power poles.
2. Update the signing and pavement markings layouts to include the extension, accommodate for removal of westbound right turn lane, and to provide a left turn lane from NB Georgetown St to WB Main St.
3. Update the signing and pavement marking layouts to accommodate the changes to Lewis St, Stone St, and Black St, and the extension

4. Prepare small sign and pavement marking summaries for the revisions.

TASK 10: WATER QUALITY PLANS AND WATER POLLUTION ABATEMENT PLANS (WPAP)

No changes with this supplemental.

TASK 11: LANDSCAPING AND IRRIGATION PLANS

No changes with this supplemental.

TASK 12: BARRIER WITH FENCE

No changes with this supplemental.

TASK 13: CONSTRUCTION PHASE SERVICES

No changes with this supplemental.

NOT INCLUDED WITHIN THIS SCOPE

1. No drainage design is included for the extension. Atkins will check the ponding widths at the existing inlets and report any concerns. If additional drainage design is needed it would be included under a separate supplemental.
2. No third-party utility design or coordination is included. Atkins will provide plans to the City of Round Rock for the purposes of utility coordination.
3. No pavement design for the extension is included. The pavement design provided by the City for the portion of the project north of Main Street will be 2" Type D HMA, 4" Type B HMA, and 14" flexible base.

DELIVERABLES

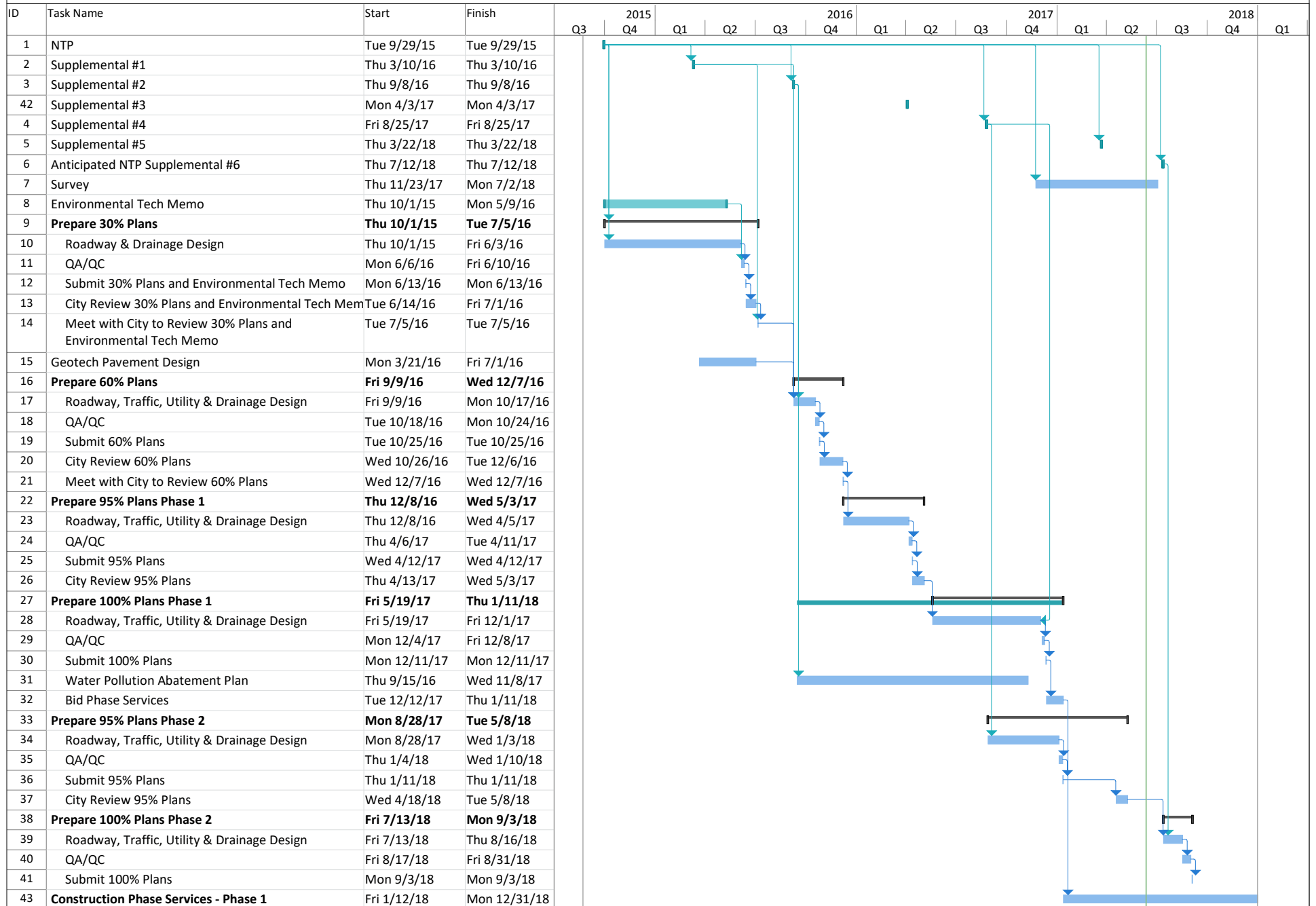
100% Submittal (Phase 2 Only)

1. A draft of the revised plan and profile and signing & pavement marking sheets will be provided for concurrence prior to completing the final deliverables.
2. Electronic submittal and two final signed and sealed sets of 11"X17" full-scale paper drawings. Specifications and special provisions will be complete and suitable for bidding and award of a construction contract.
3. One electronic file of drawings, cross sections and supporting data
4. 100% cost estimate
5. Construction time estimate

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

E BAGDAD AVE EXTENSION SUPPLEMENTAL #6
EXHIBIT C



**ADDENDUM TO
EXHIBIT D
Fee Schedule**

Project Name: E Bagdad Ave Extension

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Project Management	20.0	\$4,845.68			\$4,845.68
Task 2: Surveying				\$12,000.00	\$12,000.00
Task 9: 100% Plans/Final Submittal	444.0	\$52,033.42			\$52,033.42
GRAND TOTAL:	464	\$56,879.10	\$0.00	\$12,000.00	\$68,879.10

Overhead Rate = 157.53%
Profit Rate = 12%

Atkins Raw Labor = \$ 19,720.00
Atkins Overhead = \$ 31,064.92
Atkins Profit = \$ 6,094.18
Atkins Total Labor = \$ 56,879.10

**E BAGDAD AVE EXTENSION
SUPPLEMENTAL #6
EXHIBIT D**

Task 1: Project Management							
Task Description	Project Manager	Design Engineer	Design EIT	CADD Operator	GIS Graphics	Admin/ Clerical	Total Hours
<i>Rates</i>	\$ 84.00	\$ 45.00	\$ 32.00	\$ 27.00	\$ 25.00	\$ 31.50	
A. Project Management							
1. Prepare monthly project status updates and invoices	20						20
Totals	20						20
Raw Labor	\$ 1,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,680.00
Multiplier	2.88	2.88	2.88	2.88	2.88	2.88	
	\$ 4,846	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,845.68

**E BAGDAD AVE EXTENSION
SUPPLEMENTAL #6
EXHIBIT D**

TASK 9: 100% PLANS										
Task Description	Project Manager	Senior Engineer (QA/QC)	Senior Engineer	Design Engineer	Design EIT	Senior Eng Tech	Senior CADD Operator	CADD Operator	GIS Graphics	Admin/ Clerical
<i>Rates</i>	\$ 84.00	\$ 60.00	\$ 54.00	\$ 45.00	\$ 32.00	\$ 44.50	\$ 35.00	\$ 27.00	\$ 25.00	\$ 31.50
A. Roadway										
1. Additional & revised cross-sections				24	16					
2. Additional & revised typical sections	2			8	8					
3. Additional pavement detail				4	8					
4. Additional removal layout				4	8					
5. Revise side streets	2			16	16					
6. Revise grading plans				8	8					
7. New driveway profiles				8	8					
8. Additional traffic control for extension	2			8	8					
9. Revised quantities				8	12					
10. QA/QC	2	12		12	16					
B. Drainage										
1. Check ponding widths and existing storm sewer system on Main St		2			16					
2. Revise drainage for sidestreet changes		2			16					
3. Update SWPPP for extension		2			16					
4. QA/QC	2	8			12					
C. Utilities										
1. Extension of wastewater line reconstruction					10		16			
2. Update City of Round Rock standard utility drawings					4		4			
3. Attend additional utility coordination meetings	8				8					
4. QA/QC		4			4		12			
D. Traffic										
1. Signing & pavement marking revisions for extension	2		8		24					
2. Signing & pavement marking revisions for side street changes	2		8		16					
3. QA/QC		2	2		6					
Totals	22.0	32.0	18.0	100.0	240.0		32.0			
Raw Labor	\$ 1,848.00	\$ 1,920.00	\$ 972.00	\$ 4,500.00	\$ 7,680.00	\$ -	\$ 1,120.00	\$ -	\$ -	\$ -
Multiplier	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88
	\$ 5,330	\$ 5,538	\$ 2,804	\$ 12,980	\$ 22,152	\$ -	\$ 3,230	\$ -	\$ -	\$ -

**E BAGDAD AVE EXTENSION
SUPPLEMENTAL #6
EXHIBIT D**

Task Description	Total Hours
<i>Rates</i>	
A. Roadway	
1. Additional & revised cross-sections	40.0
2. Additional & revised typical sections	18.0
3. Additional pavement detail	12.0
4. Additional removal layout	12.0
5. Revise side streets	34.0
6. Revise grading plans	16.0
7. New driveway profiles	16.0
8. Additional traffic control for extension	18.0
9. Revised quantities	20.0
10. QA/QC	42.0
B. Drainage	
1. Check ponding widths and existing storm sewer system on Main St	18.0
2. Revise drainage for sidestreet changes	18.0
3. Update SWPPP for extension	18.0
4. QA/QC	22.0
C. Utilities	
1. Extension of wastewater line reconstruction	26.0
2. Update City of Round Rock standard utility drawings	8.0
3. Attend additional utility coordination meetings	16.0
4. QA/QC	20.0
D. Traffic	
1. Signing & pavement marking revisions for extension	34.0
2. Signing & pavement marking revisions for side street changes	26.0
3. QA/QC	10.0
Totals	444.0
Raw Labor	\$ 18,040.00
Multiplier	\$ 52,033.42

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.

Atkins North America, Inc.
Tampa, FL United States

Certificate Number:
2018-373181

Date Filed:
06/27/2018

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.

N/A

E. Bagdad Avenue Extension Project, Supplemental #6: Georgetown St. Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Quinn Sr., David D.	Boston, MA United States	X	
	Burns Jr., Kenneth J.	Denver, CO United States	X	
	The Atkins North America Holdings Corporation	Tampa, FL United States	X	
	Nash, George	Edison, NJ United States	X	
	Edgar IV, C. Ernest	Tampa, FL United States	X	
	Newton, Michael M.	Tampa, FL United States	X	
	Steele Jr., James R.	Tampa, FL United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Donya M. Becton, Assistant Secretary, and my date of birth is May 16th, 1978.

My address is 800 Waterford Way, Suite 700, Miami, FL, 33126, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Miami-Dade County, State of Florida, on the 27th day of June, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Letter Agreement with Union Pacific to purchase excess railroad right-of-way near the intersection of Mays Street and McNeil Road.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$344,733.84

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-5617

Cost: \$344,733.84

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-5617

WHEREAS, Union Pacific Railroad Company has submitted a Letter Agreement regarding the sale of excess railroad right-of-way near the intersection of Mays Street and McNeil Road (“Property”); and

WHEREAS, the City of Round (“City”) wishes to purchase the Property; and

WHEREAS, the City desires to approve the Letter Agreement with Union Pacific Railroad Company, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Letter Agreement with Union Pacific Railroad Company, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



June 25, 2018
Folder: 03029-84

VIA EMAIL

STEVE SHEETS
CITY OF ROUND ROCK

Dear Mr. Sheets:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to City Of Round Rock ("Buyer") of Seller's interest in certain real property in Round Rock, Texas.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

- A. The Property is approximately 1.042 acres as shown on the print attached hereto as Exhibit A and made a part hereof. The legal description of the Property will be determined by Seller. Survey will be at the sole cost and expense of Buyer. Survey will depict all facilities affecting the property.
- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to RHOFFMAN@UP.COM, with a subject line referencing the UPRR Folder Number 03029-84 assigned to this document. Buyer shall deliver a certified copy of the completed survey to Seller within Thirty (30) days after Buyer's execution of this Agreement ("Survey Period"). Delay in obtaining or furnishing the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing – Default:' Article).

Article 2. Sale Price:

- A. The sale price ("Sale Price") for the Property shall be Three Hundred Forty Four Thousand Seven Hundred Thirty Three and 84/100 Dollars (\$344,733.84).
- B. The Sale Price is computed as follows:

Parcel 1: \$1.20/sq ft x 18,513 sq. ft. = \$22,215.60

Parcel 2: \$12.00/sq ft x 23,846.52 sq. ft. = \$322,518.24

- C. The Sale Price will be adjusted on the basis set forth in Article 2-C if the area of the Property, as determined by Seller's Senior Manager Engineering Services or his authorized representative, or as determined by the survey, differs from the area set forth in Article 1-A.

Article 3. Feasibility Review/Right of Entry:

- A. For Forty Five (45) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.
- B. Buyer's right to enter upon the Property pursuant to Article 3-A is subject to the following:
1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.
 2. Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.
 3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.

4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.
 5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.
- C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:
1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.
 2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations,

requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.**
- C. The provisions of this Article 4 will survive the delivery of the deed and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Deed Without Warranty, subject to all outstanding rights, whether or not of record.
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.

C. Restriction On Use.

The Property is conveyed by seller subject to the following covenant, condition and restriction which buyer by the acceptance of this Deed covenant for himself, his heirs and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. Closing will occur on or before September 20, 2018 ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

Article 12. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

Article 13. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 14. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

Article 15. Disclosures and Notices to Buyer.

- (A) Notice Regarding Possible Liability for Additional Taxes (Texas Property Code Section 5.010). If for the current ad valorem tax year the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.
- (B) Annexation Disclosures. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- (C) Notice of Water and Sewer Service. Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice:

"The Property may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the Property. No other retail public utility is authorized to provide water or sewer service to the properties in the certificated area. If the Property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the Property. You are advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the Property.

Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of this Agreement."

At the Closing, Buyer agrees to execute a separate copy of the foregoing notice, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded in the real property records of the county in which the Property is located.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Rebecca Hoffman at the address listed on the bottom of the first page of this letter, in order that it is received by Seller no later than July 31, 2018. Please also indicate below how you wish to take title. If you should have any questions, please call Rebecca Hoffman at (402) 544-8614.

Sincerely,

Sr. Director - Real Estate

ACCEPTED AND AGREED THIS ____ DAY OF _____, 20____

City Of Round Rock

By: _____

Its: _____

Title to the Property will be taken as follows:

If Corporation, State of incorporation:

If Husband and Wife, indicate how title will be taken:

_____ Joint Tenants with rights of survivorship

_____ Tenants in Common

_____ Community Property

Mailing Address: _____



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a Landlord Consent and Estoppel regarding the Ground Lease Agreement with KR CC, Inc. and KR Acquisitions, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Legal Department

Text of Legislative File 2018-5618

RESOLUTION NO. R-2018-5618

WHEREAS, the City of Round Rock (“City”) approved that certain Ground Lease Agreement with KR CC, Inc. on December 20, 2016, as amended by First Amendment to Ground Lease Agreement dated February 1, 2017, and Second Amendment to Ground Lease Agreement dated April 26, 2018; and

WHEREAS, the Bank of Wisconsin Dells (“Bank”) has agreed to provide financing to KR CC, Inc. and KR Acquisitions LLC for the Premises; and

WHEREAS, the Bank has requested that the City approve a Landlord Consent and Estoppel document, a copy of which is attached hereto as Exhibit “A”, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Landlord Consent and Estoppel, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****LANDLORD CONSENT AND ESTOPPEL**

This Landlord Consent and Estoppel ("**Agreement**") is made as of July 31, 2018 by and among CITY OF ROUND ROCK, TEXAS ("**Landlord**"), KR CC, LLC ("**Tenant**"), KR ACQUISITIONS LLC ("**Acquisitions**") and together with Tenant, "**Borrower**") and BANK OF WISCONSIN DELLS (together with its successors and assigns, "**Secured Party**"). As used in this Agreement, the following terms shall have the meanings given opposite such terms:

Lease	GROUND LEASE AGREEMENT dated as of December 20, 2016, as amended by First Amendment to Ground Lease Agreement dated as of February 1, 2017, and Second Amendment to Ground Lease Agreement dated as of April 26, 2018
Landlord	CITY OF ROUND ROCK, TEXAS
Tenant	KR CC, INC.
Borrower	KR CC, INC. and KR ACQUISITIONS LLC
Secured Party	BANK OF WISCONSIN DELLS, its successors and assigns
Premises	Approximately 345 acres described on Exhibit A
Property Address	
Lease Expiration Date	11:59 p.m., December 19, 2115
Expiration Date At End of Renewal Options; Description of Renewal Options	N/A
Purchase Option	As defined in the Lease
Option Purchase Price	One Dollar (\$1.00) per acre of the Property plus assessed, but uncollected rollback taxes, if any are owed, provided the Deferred Rent has been paid pursuant to Section 4.1(c) of the Lease, otherwise it shall be equal to One Dollar (\$1.00) per acre of Property plus assessed, but uncollected rollback taxes, if any are owed, plus the Deferred Rent that has not been paid

Any capitalized term not defined herein shall have the meaning ascribed to it under the Lease.

Secured Party will provide one or more credit facilities (as amended, from time to time, the "**Financing Arrangements**") to Borrower, secured by, among other collateral, (i) all of Borrower's business assets, including without limitation, furniture, moveable trade fixtures, signage, equipment, sprinkler systems, heating and air conditioning, lighting, compressors, condensers, furnaces and other personal property (all of which is referred to hereinafter the "**Collateral**") which are presently located or may at any time hereafter be located in, at or upon the Premises, but excluding fixtures attached to the Premises and owned by Landlord, and (ii) Borrower's pledge and assignment of its leasehold interest in the Premises pursuant to one or more leasehold mortgages or deeds of trust and/or collateral assignments covering Lease Agreements dated as of the date hereof or in the future given by Borrower for the benefit of Secured Party (collectively, the "**Leasehold Mortgage**"). As a condition to the Financing Arrangements, Secured Party has requested that Borrower coordinate and obtain Landlord's acknowledgment and agreement with respect to certain matters pertaining to the Lease and any subleases, licenses, concession or other occupancy agreements permitted thereunder including without limitation the

Sublease of Ground Lease, Option to Take Assignment of Ground Lease, and Option to Purchase Agreement dated as of April 26, 2018 from Tenant to KR Acquisitions LLC, as evidenced by a Memorandum of Sublease and Option recorded as Document No. 2018035976 in the land records of Williamson County, Texas (collectively, the "Lease Agreements"). Landlord and Tenant hereby acknowledge, confirm to and agree with Secured Party as follows:

1. Premises and Lease: Landlord is the holder of the landlord's interest under the Lease. The Lease is in full force and effect and has not been modified or amended except as otherwise noted or attached on Exhibit B hereto. Landlord confirms that Tenant is the current holder of the tenant's interest under the Lease.

2. Notice of Default: Landlord agrees to provide written notice of Tenant's default under the Lease. Secured Party's address for notice purposes is:

Bank of Wisconsin Dells
716 Superior Street
Wisconsin Dells, WI 53965
Attn: Kelly Bauer

Secured Party agrees to provide written notice of Borrower's default under the Financing Arrangements to Landlord contemporaneously with delivery of its notice to Borrower. Landlord's address for notice purposes is:

City of Round Rock, Texas
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager.

3. Rent and Charges Paid: All rent and other charges payable by Tenant under or pursuant to the Lease are currently paid in full, including without limitation the Initial Rent Payment.

4. No Default: To the best of Landlord's and Borrower's knowledge, neither Landlord nor Borrower is in breach or default under any of the terms and conditions of the Lease or any of the Lease Agreements, and no event or circumstance has occurred or exists which with the passage of time and/or the giving of notice would constitute a breach or default under the Lease or any of the Lease Agreements. Landlord has not given or received any notice of any breach or default under the Lease.

5. No Termination Event: Landlord has not taken any action to terminate the Lease.

6. Expiration Date: The Lease expiration date is accurately set forth above.

7. Purchase Option: The Lease provides Tenant with a purchase option to purchase the Premises under the Lease. Landlord and Secured Party hereby acknowledge and agree, that (i) Secured Party has the right to take an assignment of and exercise the purchase option granted to Tenant under the Lease, and (ii) subject to the terms of the Financing Arrangements, Tenant shall assign to Secured Party the purchase rights granted to it in the Lease. The Option Purchase Price is accurately set forth above.

8. Consent to Pledge of Collateral and Leasehold Mortgage: Landlord hereby consents to the pledge by Borrower to Secured Party of a security interest in the Collateral and Borrower's leasehold interest in the Premises (whether under the Lease or under any of the Lease Agreements) and, in Secured

Party's sole discretion, the recording of such documents and instruments as may be reasonably necessary to create and perfect such liens.

9. Disclaimer/Subordination of Interest In Collateral; Access:

a. Disclaimer/Subordination: For so long as Borrower is indebted or otherwise obligated to Secured Party, Landlord hereby disclaims any interest in the Collateral which is now or hereafter located in, at or upon the Premises. Further, for so long as Borrower is indebted or otherwise obligated to Secured Party, Landlord subordinates its interest in the Collateral to the interest of Secured Party and will not assert against the Collateral (including any equipment or trade fixtures at the Premises) any statutory, common law, possessory or other liens or encumbrances that Landlord has or hereafter may have.

b. Access: Secured Party shall have the right, at its election, to enter onto the Premises during normal business hours for purposes of inspection and, pursuant to the terms of the Financing Arrangements, the enforcement of its security interest in the Collateral, including, without limitation, the sale and removal of the Collateral, provided, however, that (i) Secured Party or its representatives shall maintain reasonably appropriate insurance at the time of any such entry and (ii) if Secured Party shall remove any of the Collateral, Secured Party shall reimburse Landlord for the reasonable and necessary cost of repair of any physical injury to the Premises directly caused by such removal, but not for any diminution in value caused by such removal.

10. Effect of the Leasehold Mortgage. Borrower's granting of the Leasehold Mortgage to Secured Party shall not be deemed to constitute an Assignment of the Leasehold Estate, nor shall Secured Party, as a Leasehold Mortgagee, or in the exercise of its rights under the Leasehold Mortgage or under the Lease or under the Lease Agreements, be deemed to be an assignee or transferee or mortgagee in possession of the Leasehold Estate so as to require Secured Party, as such Leasehold Mortgagee, to assume or otherwise be obligated to perform any of Borrower's obligations under the Lease or the Lease Agreement except when, and then only for so long as, Secured Party as such Leasehold Mortgagee has acquired ownership and possession of the Leasehold Estate pursuant to a Foreclosure Event (as distinct from its rights under this Agreement or the Lease or the Lease Agreements to cure defaults or exercise Mortgagee's Cure Rights). No Secured Party or other Person acquiring the Leasehold Estate pursuant to a Foreclosure Event shall have any liability beyond its interest under this Agreement or the Lease or the Lease Agreements nor shall Secured Party or any Person acquiring the Leasehold Estate pursuant to a Foreclosure Event be liable under the Lease or the Lease Agreements unless and until such time as it becomes the owner of the Leasehold Estate. Landlord recognizes and agrees that Secured Party may acquire directly, or may cause its assignee, nominee, or designee to acquire, the Leasehold Estate through a Foreclosure Event and such party shall enjoy all the rights and protections granted to Secured Party hereunder or to a Leasehold Mortgagee under the Lease or the Lease Agreements with the same force and effect as if such party were Secured Party or the Leasehold Mortgagee itself.

11. Foreclosure; Further Assignment. Notwithstanding anything to the contrary in the Lease or the Lease Agreements, any Foreclosure Event or any exercise of rights or remedies under the Leasehold Mortgage shall not be deemed to violate the Lease or the Lease Agreements or require the consent of Landlord. If Secured Party or a successor or assignee of Secured Party, or an Affiliate thereof, acquires Borrower's Leasehold Estate following a Foreclosure Event, or if Secured Party or a successor or assignee of Secured Party, or an Affiliate thereof, enters into a New Agreement, Secured Party or successor or assignee of Secured Party, or an Affiliate thereof, shall enjoy all of the rights and protections granted to Leasehold Mortgagee under the Lease or the Lease Agreements with the same force and effect as if such successor, assign or Affiliate were the Leasehold Mortgagee itself and may thereafter assign or

transfer the Lease or such New Agreement without prior notice to or consent of Landlord; provided, that the assignee or transferee expressly agrees in writing to assume and to perform all of the obligations under the Lease or the Lease Agreements or such New Agreement, as the case may be, from and after the effective date of such assignment or transfer. No Leasehold Mortgagee (or Person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) shall have any liability beyond its interest in the Lease or the Lease Agreements nor shall Leasehold Mortgagee (or person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) be liable under the Lease or the Lease Agreements unless and until such time as it becomes, and then only for so long as it remains, the owner of the Leasehold Estate.

12. Leasehold Mortgagee; Assigns. Landlord acknowledges receipt of a true and correct copy of the Leasehold Mortgage together with written notification specifying the name and address of Secured Party. Secured Party shall be entitled to all the rights and protections of a Leasehold Mortgagee under the Lease, and the provisions of Section 15 of the Lease regarding Leasehold Mortgages are incorporated herein by reference. Following notification of any Assignment of such Leasehold Mortgage, Landlord shall confirm that such successor, assign or Affiliate of Secured Party is or will be, upon closing of its acquisition of the Leasehold Mortgage, entitled to all of the rights and protections granted to a Leasehold Mortgagee under the Lease with the same force and effect as if such successor, assign or Affiliate were the Secured Party itself, in the Lease, including after any premature termination of the Lease.

13. Further Assurances. Upon request by Secured Party, Landlord shall deliver to the Secured Party such documents and agreements as Secured Party shall reasonably request to further effectuate the terms of the Lease or the Lease Agreements, including a separate written instrument in recordable form signed and acknowledged by Landlord setting forth and confirming, directly for the benefit of Secured Party and its successors and assigns, any or all rights of a Leasehold Mortgagee; provided, however, that Borrower shall reimburse Landlord immediately upon demand therefor for any and all reasonable third party costs or expenses actually incurred by Landlord in complying with this requirement.

14. Priority of Leasehold Mortgages. If there is more than one Leasehold Mortgage, then whenever the Lease provides a Leasehold Mortgagee with the right to consent or approve or exercise any right granted in the Lease, the exercise or waiver of same by Secured Party shall control and be binding upon the holder(s) of all junior Leasehold Mortgages or other holders of debt, such as Mezzanine Lenders.

15. Rights of Landlord. Secured Party agrees with the following requirements:

- a. the Leasehold Mortgage and all rights acquired thereunder shall be subject to each and all of the covenants, conditions, restrictions and provisions set forth in the Lease and the Lease Agreements, and to all rights of Landlord thereunder; and
- b. Secured Party shall not, and the Leasehold Mortgage does not, encumber any interest in real property other than Borrower's leasehold interest in the Property, or secure debt which is not utilized for the purpose of the Project.

16. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

17. Modification. This Agreement may only be modified by a written document signed by all of the parties hereto. A signature to this Agreement delivered by electronic means (such as by facsimile or by email in “pdf” format) shall be deemed an original signature hereto for all purposes.

18. Remain in Effect. This Agreement shall remain in effect until the date on which Borrower has paid and performed all its obligations and liabilities under the Financing Arrangements.

[Signature page follows]

The Landlord and Borrower have executed and delivered this Landlord Estoppel and Consent as of the date first above written.

Address of Landlord:

221 E. Main Street
Round Rock, TX 78664
Attn: City Manager

Landlord: CITY OF ROUND ROCK, TEXAS

By: _____
Name: Craig Morgan
Title: Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

Address of Tenant:

P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Mary Bonte Spath

Tenant: KR CC, INC., a Delaware corporation

By: _____
Name: Todd Nelson
Title: President

Address of Tenant:

P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Mary Bonte Spath

Tenant: KR ACQUISITIONS LLC a Delaware limited liability company

By: _____
Name: Todd Nelson
Title: President

Address of Lender:

716 Superior Street
Wisconsin Dells, WI 53965
Attn: Kelly Bauer

Secured Party: BANK OF WISCONSIN DELLS

By: _____
Name: Kelly Bauer
Title: Senior Vice President

Exhibit A
(Legal Description of the Premises)

Exhibit B
(Lease and Amendments)



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute a Landlord Consent and Estoppel regarding the Convention Center Operating Lease Agreement with KR CC, Inc. and KR Acquisitions, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Legal Department

Text of Legislative File 2018-5619

RESOLUTION NO. R-2018-5619

WHEREAS, the City of Round Rock (“City”) approved that certain Convention Center Operating Lease with KR CC, Inc. dated April 26, 2018; and

WHEREAS, the Bank of Wisconsin Dells (“Bank”) has agreed to provide financing to KR CC, Inc. and KR Acquisitions LLC for the Premises; and

WHEREAS, the Bank has requested that the City approve a Landlord Consent and Estoppel document, a copy of which is attached hereto as Exhibit “A”, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Landlord Consent and Estoppel, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****LANDLORD CONSENT AND ESTOPPEL**

This Landlord Consent and Estoppel ("**Agreement**") is made as of July 31, 2018 by and among CITY OF ROUND ROCK, TEXAS ("**Landlord**"), KR CC, LLC ("**Tenant**")), KR ACQUISITIONS LLC ("**Acquisitions**") and together with Tenant, "**Borrower**") and BANK OF WISCONSIN DELLS (together with its successors and assigns, "**Secured Party**"). As used in this Agreement, the following terms shall have the meanings given opposite such terms:

Lease	CONVENTION CENTER OPERATING LEASE dated April 26, 2018
Landlord	CITY OF ROUND ROCK, TEXAS
Tenant	KR CC, INC.
Borrower	KR CC, INC. and KR ACQUISITIONS LLC
Secured Party	BANK OF WISCONSIN DELLS, its successors and assigns
Premises	Approximately 9.476 acres described on Exhibit A
Property Address	
Lease Expiration Date	11:59 p.m., December 19, 2115
Expiration Date At End of Renewal Options; Description of Renewal Options	N/A
Purchase Option	As defined in the Lease
Option Purchase Price	One Dollar (\$1.00)

Any capitalized term not defined herein shall have the meaning ascribed to it under the Lease.

Secured Party will provide one or more credit facilities (as amended, from time to time, the "**Financing Arrangements**") to Borrower, secured by, among other collateral, (i) all of Borrower's business assets, including without limitation, furniture, moveable trade fixtures, signage, equipment, sprinkler systems, heating and air conditioning, lighting, compressors, condensers, furnaces and other personal property (all of which is referred to hereinafter the "**Collateral**") which are presently located or may at any time hereafter be located in, at or upon the Premises, but excluding fixtures attached to the Premises and owned by Landlord, and (ii) Borrower's pledge and assignment of its leasehold interest in the Premises pursuant to one or more leasehold mortgages or deeds of trust and/or collateral assignments of lease covering Lease Agreements dated as of the date hereof or in the future given by Borrower for the benefit of Secured Party (collectively, the "**Leasehold Mortgage**"). As a condition to the Financing Arrangements, Secured Party has requested that Borrower coordinate and obtain Landlord's acknowledgment and agreement with respect to certain matters pertaining to the Lease and any subleases, licenses, concession or other occupancy agreements permitted thereunder (collectively, the "**Lease Agreements**"). Landlord and Borrower hereby acknowledge, confirm to and agree with Secured Party as follows:

1. **Premises and Lease:** Landlord is the holder of the landlord's interest under the Lease. The Lease is in full force and effect and has not been modified or amended except as otherwise noted or attached on **Exhibit B** hereto. Landlord confirms that Tenant is the current holder of the tenant's interest under the Lease.

2. Notice of Default: Landlord agrees to provide written notice of Tenant's default under the Lease. Secured Party's address for notice purposes is:

Bank of Wisconsin Dells
716 Superior Street
Wisconsin Dells, WI 53965
Attn: Kelly Bauer

Secured Party agrees to provide written notice of Borrower's default under the Financing Arrangements to Landlord contemporaneously with delivery of its notice to Borrower. Landlord's address for notice purposes is:

City of Round Rock, Texas
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager.

3. Rent and Charges Paid: All rent and other charges payable by Tenant under or pursuant to the Lease are currently paid in full, including without limitation the Initial Rent Payment.

4. No Default: To the best of Landlord's and Borrower's knowledge, neither Landlord nor Borrower is in breach or default under any of the terms and conditions of the Lease or any of the Lease Agreements, and no event or circumstance has occurred or exists which with the passage of time and/or the giving of notice would constitute a breach or default under the Lease or any of the Lease Agreements. Landlord has not given or received any notice of any breach or default under the Lease.

5. No Termination Event: Landlord has not taken any action to terminate the Lease.

6. Expiration Date: The Lease expiration date is accurately set forth above.

7. Purchase Option: The Lease provides Tenant with a purchase option to purchase the Premises under the Lease. Landlord and Secured Party hereby acknowledge and agree, that (i) Secured Party has the right to take an assignment of and exercise the purchase option granted to Tenant under the Lease, and (ii) subject to the terms of the Financing Arrangements, Tenant shall assign to Secured Party the purchase rights granted to it in the Lease. The Option Purchase Price is accurately set forth above.

8. Consent to Pledge of Collateral and Leasehold Mortgage: Landlord hereby consents to the pledge by Borrower to Secured Party of a security interest in the Collateral and Borrower's leasehold interest in the Premises (whether under the Lease or under any of the Lease Agreements) and, in Secured Party's sole discretion, the recording of such documents and instruments as may be reasonably necessary to create and perfect such liens.

9. Disclaimer/Subordination of Interest In Collateral; Access:

a. Disclaimer/Subordination: For so long as Borrower is indebted or otherwise obligated to Secured Party, Landlord hereby disclaims any interest in the Collateral which is now or hereafter located in, at or upon the Premises. Further, for so long as Borrower is indebted or otherwise obligated to Secured Party, Landlord subordinates its interest in the Collateral to the interest of Secured Party and will not assert against the Collateral (including any equipment or trade fixtures at the Premises) any statutory, common law, possessory or other liens or encumbrances that Landlord has or hereafter may have.

b. Access: Secured Party shall have the right, at its election, to enter onto the Premises during normal business hours for purposes of inspection and, pursuant to the terms of the Financing Arrangements, the enforcement of its security interest in the Collateral, including, without limitation, the sale and removal of the Collateral, provided, however, that (i) Secured Party or its representatives shall maintain reasonably appropriate insurance at the time of any such entry and (ii) if Secured Party shall remove any of the Collateral, Secured Party shall reimburse Landlord for the reasonable and necessary cost of repair of any physical injury to the Premises directly caused by such removal, but not for any diminution in value caused by such removal.

10. Effect of the Leasehold Mortgage. Borrower's granting of the Leasehold Mortgage to Secured Party shall not be deemed to constitute an Assignment of the Leasehold Estate, nor shall Secured Party, as a Leasehold Mortgagee, or in the exercise of its rights under the Leasehold Mortgage or under the Lease or under the Lease Agreements, be deemed to be an assignee or transferee or mortgagee in possession of the Leasehold Estate so as to require Secured Party, as such Leasehold Mortgagee, to assume or otherwise be obligated to perform any of Borrower's obligations under the Lease or the Lease Agreements except when, and then only for so long as, Secured Party as such Leasehold Mortgagee has acquired ownership and possession of the Leasehold Estate pursuant to a Foreclosure Event (as distinct from its rights under this Agreement or the Lease or the Lease Agreements to cure defaults or exercise Mortgagee's Cure Rights). No Secured Party or other Person acquiring the Leasehold Estate pursuant to a Foreclosure Event shall have any liability beyond its interest under this Agreement or the Lease or the Lease Agreements nor shall Secured Party or any Person acquiring the Leasehold Estate pursuant to a Foreclosure Event be liable under the Lease or the Lease Agreements unless and until such time as it becomes the owner of the Leasehold Estate. Landlord recognizes and agrees that Secured Party may acquire directly, or may cause its assignee, nominee, or designee to acquire, the Leasehold Estate through a Foreclosure Event and such party shall enjoy all the rights and protections granted to Secured Party hereunder or to a Leasehold Mortgagee under the Lease or the Lease Agreements with the same force and effect as if such party were Secured Party or the Leasehold Mortgagee itself.

11. Foreclosure; Further Assignment. Notwithstanding anything to the contrary in the Lease or the Lease Agreements, any Foreclosure Event or any exercise of rights or remedies under the Leasehold Mortgage shall not be deemed to violate the Lease or the Lease Agreements or require the consent of Landlord. If Secured Party or a successor or assignee of Secured Party, or an Affiliate thereof, acquires Borrower's Leasehold Estate following a Foreclosure Event, or if Secured Party or a successor or assignee of Secured Party, or an Affiliate thereof, enters into a New Agreement, Secured Party or successor or assignee of Secured Party, or an Affiliate thereof, shall enjoy all of the rights and protections granted to Leasehold Mortgagee under the Lease or the Lease Agreements with the same force and effect as if such successor, assign or Affiliate were the Leasehold Mortgagee itself and may thereafter assign or transfer the Lease or the Lease Agreements or such New Agreement without prior notice to or consent of Landlord; provided, that the assignee or transferee expressly agrees in writing to assume and to perform all of the obligations under the Lease or the Lease Agreements or such New Agreement, as the case may be, from and after the effective date of such assignment or transfer. No Leasehold Mortgagee (or Person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) shall have any liability beyond its interest in the Lease or the Lease Agreements nor shall Leasehold Mortgagee (or person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) be liable under the Lease or the Lease Agreements unless and until such time as it becomes, and then only for so long as it remains, the owner of the Leasehold Estate.

12. Leasehold Mortgagee; Assigns. Landlord acknowledges receipt of a true and correct copy of the Leasehold Mortgage together with written notification specifying the name and address of Secured Party. Secured Party shall be entitled to all the rights and protections of a Leasehold Mortgagee

under the Lease, and the provisions of Section 16 of the Lease regarding Leasehold Mortgages are incorporated herein by reference. Following notification of any Assignment of such Leasehold Mortgage, Landlord shall confirm that such successor, assign or Affiliate of Secured Party is or will be, upon closing of its acquisition of the Leasehold Mortgage, entitled to all of the rights and protections granted to a Leasehold Mortgagee under the Lease with the same force and effect as if such successor, assign or Affiliate were the Secured Party itself, in the Lease, including after any premature termination of the Lease.

13. Further Assurances. Upon request by Secured Party, Landlord shall deliver to the Secured Party such documents and agreements as Secured Party shall reasonably request to further effectuate the terms of the Lease or the Lease Agreements, including a separate written instrument in recordable form signed and acknowledged by Landlord setting forth and confirming, directly for the benefit of Secured Party and its successors and assigns, any or all rights of a Leasehold Mortgagee; provided, however, that Borrower shall reimburse Landlord immediately upon demand therefor for any and all reasonable third party costs or expenses actually incurred by Landlord in complying with this requirement.

14. Priority of Leasehold Mortgages. If there is more than one Leasehold Mortgage, then whenever the Lease provides a Leasehold Mortgagee with the right to consent or approve or exercise any right granted in the Lease, the exercise or waiver of same by Secured Party shall control and be binding upon the holder(s) of all junior Leasehold Mortgages or other holders of debt, such as Mezzanine Lenders.

15. Rights of Landlord. Secured Party agrees with the following requirements:

a. the Leasehold Mortgage and all rights acquired thereunder shall be subject to each and all of the covenants, conditions, restrictions and provisions set forth in the Lease and the Lease Agreements, and to all rights of Landlord thereunder; and

b. Secured Party shall not, and the Leasehold Mortgage does not, encumber any interest in real property other than Borrower's leasehold interest in the Property, or secure debt which is not utilized for the purpose of the Project.

16. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

17. Modification. This Agreement may only be modified by a written document signed by all of the parties hereto. A signature to this Agreement delivered by electronic means (such as by facsimile or by email in "pdf" format) shall be deemed an original signature hereto for all purposes.

18. Remain in Effect. This Agreement shall remain in effect until the date on which Borrower has paid and performed all its obligations and liabilities under the Financing Arrangements.

[Signature page follows]

The Landlord and Borrower have executed and delivered this Landlord Estoppel and Consent as of the date first above written.

Address of Landlord:

221 E. Main Street
Round Rock, TX 78664
Attn: City Manager

Landlord: CITY OF ROUND ROCK, TEXAS

By: _____
Name: Craig Morgan
Title: Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

Address of Tenant:

P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Mary Bonte Spath

Tenant: KR CC, INC., a Delaware corporation

By: _____
Name: Todd Nelson
Title: President

Address of Tenant:

P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Mary Bonte Spath

Tenant: KR ACQUISITIONS LLC a Delaware limited liability company

By: _____
Name: Todd Nelson
Title: President

Address of Lender:

716 Superior Street
Wisconsin Dells, WI 53965
Attn: Kelly Bauer

Secured Party: BANK OF WISCONSIN DELLS

By: _____
Name: Kelly Bauer
Title: Senior Vice President

Exhibit A

(Legal Description of the Convention Center Premises)

Exhibit B
(Lease and Amendments)



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute a Collateral Assignment of Economic Development Agreement with KR Acquisitions LLC and KR CC, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Legal Department

Text of Legislative File 2018-5632

RESOLUTION NO. R-2018-5632

WHEREAS, KR Acquisitions LLC and KR CC, Inc. have executed and delivered to Bank of Wisconsin Dells a Promissory Note dated as of even date herewith (as such document has been and may be modified, amended, supplemented or restated from time to time, the "Note") in the amount of \$220,000,000.00 for purposes of constructing a resort (the "Project"); and

WHEREAS, the Note is secured by an Amended and Restated Construction Leasehold Deed of Trust and Security Agreement and Fixture Filing Statement executed by KR Acquisitions LLC and KR CC, Inc. and delivered to Bank of Wisconsin Dells dated as of even date herewith (as such document may be modified, amended, supplemented or restated from time to time, the "Deed of Trust"), and by certain other agreements, assignments and other documents which evidence, secure or otherwise reference the Note (the "Loan Documents"); and

WHEREAS, as additional collateral for the Note, Bank of Wisconsin Dells has required KR Acquisitions LLC and KR CC, Inc. to enter into a Collateral Assignment of Economic Development Program Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Collateral Assignment of Economic Development Program Agreement, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

COLLATERAL ASSIGNMENT OF ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

THIS COLLATERAL ASSIGNMENT OF ECONOMIC DEVELOPMENT PROGRAM AGREEMENT ("Assignment") is executed by KR Acquisitions LLC, a Delaware limited liability company (the "Developer"), and KR CC, INC., a Delaware corporation (the "Tenant," and together with the Developer, the "Assignor") for the benefit of Bank of Wisconsin Dells, its successors and assigns (the "Lender") as of July 31, 2018.

RECITALS:

A. Assignor has executed and delivered to Lender that certain Promissory Note dated as of even date herewith (as such document has been and may be modified, amended, supplemented or restated from time to time, the "Note") in the amount of \$220,000,000.00 for purposes of constructing a resort which is expected to include approximately 975 hotel rooms, more than 66,000 sq. ft. of food and beverage outlets, in excess of 200,000 sq. ft. of indoor waterpark, a family entertainment center in excess of 90,000 sq. ft., a publicly-owned convention center in excess of 200,000 sq. ft., and other amenities including retail shops, spa and fitness center, an outdoor adventure park, and an outdoor waterpark (the "Project").

B. The Note is secured by an Amended and Restated Construction Leasehold Deed of Trust and Security Agreement and Fixture Filing Statement executed by Assignor and delivered to Lender dated as of even date herewith (as such document may be modified, amended, supplemented or restated from time to time, the "Deed of Trust"), and by certain other agreements, assignments and other documents which evidence, secure or otherwise reference the Note (the "Loan Documents").

C. As additional collateral for the Note, Lender has required Assignor to enter into this Assignment.

AGREEMENTS:

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals set forth above, the Assignor, hereby collaterally pledges, assigns, and transfers to the Lender, and grants to Lender a security interest in all of the Assignor's rights, remedies (at law or in equity), title and interest in and to (a) all rights (but not the obligations) under a development agreement more particularly described on **Exhibit A** (as such agreement may be modified, amended, supplemented or restated from time to time, the "Development Agreement"), (b) all agreements, documents, certificates, instruments and other materials relating to the Development Agreement, and (c) all proceeds of and other rights in connection with the Development Agreement.

This Assignment is made pursuant to and subject to the terms, conditions, representations and warranties under certain agreements and documents between the Assignor and the Lender and is in addition to, and not in limitation of, any of the other Loan Documents.

It is the intention hereby to establish an absolute transfer and present assignment to the Lender. The Assignor hereby irrevocably appoints the Lender its true and lawful attorney-in-fact in the Assignor's name and place to take such actions upon such terms and conditions in Lender's discretion as Lender may determine, with the same rights, powers and benefits as the undersigned would have under such Development Agreement. Although it is the intention of the parties that this assignment shall be a present assignment, the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless an Event of Default shall occur under the terms of the Note or the Loan Documents.

This Assignment may be amended only by a writing signed on behalf of each party. No waiver of any provision, right or remedy herein contained on any one occasion shall be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific waiver and signed by an authorized officer of the Lender. This Assignment shall be binding upon the successors and assigns of the Assignor (including any debtor-in-possession on behalf of the Assignor) and shall inure to the benefit of the Lender and all future holders of any instrument evidencing the obligations of Assignor and its respective successors and assigns. This instrument shall also remain in full force and effect during the pendency of any collection proceedings. The Lender may take security in addition to the security already given Lender for the payments of the principal and interest provided to be paid in or by Assignor's obligation s under the Note or the Loan Documents or release such other security, and may release any party primarily or secondarily liable on the obligations of Assignor under the Note and the Loan Documents, may grant or make extensions, renewals, modifications, or indulgences with respect to the Assignor's obligations under the Note, the Loan Documents or any security instrument and replacements thereof, which replacement of the Assignor's obligations under the Note, the Loan Documents or security instrument may be on the same or on terms different from the present terms of such obligations, and may apply any other security thereof held by it to the satisfaction of such obligations without prejudice to any of its rights hereunder. This Assignment has been negotiated and shall be construed and governed in accordance with the provisions of Section 7.5 of the Construction Loan Agreement between Lender and Assignor dated as of the date hereof ("Loan Agreement"). If any provisions of this Assignment are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Assignment.

[Execution Page Follows]

This Assignment is dated as of the date first stated above.

ASSIGNOR:

KR CC, INC., a Delaware corporation

By: _____
Todd R. Nelson, President

KR ACQUISITIONS LLC, a Delaware limited liability company

By: _____
Todd R. Nelson, President

ACCEPTED BY LENDER:

BANK OF WISCONSIN DELLS

By: _____
Kelly Bauer, Senior Vice President

EXHIBIT A

Description of Development Agreement

1. Economic Development Program Agreement dated effective as of December 15, 2016 by and among the City of Round Rock, Texas (the “City”), a home rule city organized under the laws of the State of Texas, the Round Rock Transportation and Economic Development Corporation, a “Type B corporation” created under the authority of Chapter 501, Texas Local Government Code (the “TED Corp.”), KR Acquisitions LLC, a Delaware limited liability company (the “Developer”), and KR CC, INC., a Delaware corporation (the “Tenant”).

CONSENT

The undersigned, City of Round Rock, Texas, party to the Development Agreement described herein, hereby consents to this Collateral Assignment of Economic Development Program Agreement and agrees, in the event Lender exercises its remedies under the Loan Documents, Lender shall have the rights of Assignor under the Development Agreement.

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By: _____
Craig Morgan, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

CONSENTS CONTINUE ON NEXT PAGE FOLLOWING

CONSENT

The undersigned, Round Rock Transportation and Economic Development Corporation, party to the Development Agreement described herein, hereby consents to this Collateral Assignment of Economic Development Program Agreement and agrees, in the event Lender exercises its remedies under the Loan Documents, Lender shall have the rights of Assignor under the Development Agreement.

ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION

By: _____
Craig Morgan, President

Date: _____

APPROVED as to form:

Stephan L. Sheets, Corporation's Attorney



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute a Collateral Assignment of Master Development Agreement with KR Acquisitions LLC and KR CC, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Legal Department

Text of Legislative File 2018-5633

RESOLUTION NO. R-2018-5633

WHEREAS, KR Acquisitions LLC and KR CC, Inc. have executed and delivered to Bank of Wisconsin Dells a Promissory Note dated as of even date herewith (as such document has been and may be modified, amended, supplemented or restated from time to time, the "Note") in the amount of \$220,000,000.00 for purposes of constructing a resort to be built on certain real property located in Williamson County, Texas (the "Project"); and

WHEREAS, the Note is secured, inter alia, by an Amended and Restated Construction Leasehold Deed of Trust and Security Agreement and Fixture Filing Statement executed by KR Acquisitions LLC and KR CC, Inc. and delivered to Bank of Wisconsin Dells dated as of even date herewith (as such document may be modified, amended, supplemented or restated from time to time, the "Deed of Trust"), and by certain other agreements, assignments and other documents which evidence, secure or otherwise reference the Note (the "Loan Documents"); and

WHEREAS, as additional collateral for the Note, Bank of Wisconsin Dells has required KR Acquisitions LLC and KR CC, Inc. to enter into a Collateral Assignment of Master Development Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Collateral Assignment of Master Development Agreement, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 12th day of July, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

COLLATERAL ASSIGNMENT OF MASTER DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF MASTER DEVELOPMENT AGREEMENT ("Assignment") is executed by KR Acquisitions LLC, a Delaware limited liability company (the "Developer"), and KR CC, INC., a Delaware corporation (the "Tenant," and together with the Developer, the "Assignor") for the benefit of Bank of Wisconsin Dells, its successors and assigns (the "Lender") as of July 31, 2018.

RECITALS:

A. Assignor has executed and delivered to Lender a Promissory Note dated as of even date herewith (as such document has been and may be modified, amended, supplemented or restated from time to time, the "Note") in the amount of \$220,000,000.00 for purposes of constructing a resort which is expected to include approximately 975 hotel rooms, more than 66,000 sq. ft. of food and beverage outlets, in excess of 200,000 sq. ft. of indoor waterpark, a family entertainment center in excess of 90,000 sq. ft., a publicly-owned convention center in excess of 200,000 sq. ft., and other amenities including retail shops, spa and fitness center, an outdoor adventure park, and an outdoor waterpark, to be built on certain real property located in Williamson County, Texas (the "Project").

B. The Note is secured, inter alia, by an Amended and Restated Construction Leasehold Deed of Trust and Security Agreement and Fixture Filing Statement executed by Assignor and delivered to Lender dated as of even date herewith (as such document may be modified, amended, supplemented or restated from time to time, the "Deed of Trust"), and by certain other agreements, assignments and other documents which evidence, secure or otherwise reference the Note (the "Loan Documents").

C. As additional collateral for the Note, Lender has required Assignor to enter into this Assignment.

AGREEMENTS:

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals set forth above, the Assignor, hereby collaterally pledges, assigns, and transfers to the Lender, and grants to Lender a security interest in all of the Assignor's rights, remedies (at law or in equity), title and interest in and to (a) all rights (but not the obligations) under a development agreement more particularly described on **Exhibit A** (as such agreement may be modified, amended, supplemented or restated from time to time, the "Development Agreement"), (b) all agreements, documents, certificates, instruments and other materials relating to the Development Agreement, and (c) all proceeds of and other rights in connection with the Development Agreement.

This Assignment is made pursuant to and subject to the terms, conditions, representations and warranties under certain agreements and documents between the Assignor and the Lender and is in addition to, and not in limitation of, any of the other Loan Documents.

It is the intention hereby to establish an absolute transfer and present assignment to the Lender. The Assignor hereby irrevocably appoints the Lender its true and lawful attorney-in-fact in the Assignor's name and place to take such actions upon such terms and conditions in Lender's discretion as Lender may determine, with the same rights, powers and benefits as the undersigned would have under such Development Agreement. Although it is the intention of the parties that this assignment shall be a present assignment, the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless an Event of Default shall occur under the terms of the Note or the Loan Documents.

This Assignment may be amended only by a writing signed on behalf of each party. No waiver of any provision, right or remedy herein contained on any one occasion shall be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific waiver and signed by an authorized officer of the Lender. This Assignment shall be binding upon the successors and assigns of the Assignor (including any debtor-in-possession on behalf of the Assignor) and shall inure to the benefit of the Lender and all future holders of any instrument evidencing the obligations of Assignor and its respective successors and assigns. This instrument shall also remain in full force and effect during the pendency of any collection proceedings. The Lender may take security in addition to the security already given Lender for the payments of the principal and interest provided to be paid in or by Assignor's obligations under the Note or the Loan Documents or release such other security, and may release any party primarily or secondarily liable on the obligations of Assignor under the Note and the Loan Documents, may grant or make extensions, renewals, modifications, or indulgences with respect to the Assignor's obligations under the Note, the Loan Documents or any security instrument and replacements thereof, which replacement of the Assignor's obligations under the Note, the Loan Documents or security instrument may be on the same or on terms different from the present terms of such obligations, and may apply any other security thereof held by it to the satisfaction of such obligations without prejudice to any of its rights hereunder. This Assignment has been negotiated and shall be construed and governed in accordance with the provisions of Section 7.5 of the Construction Loan Agreement between Lender and Assignor dated as of the date hereof ("Loan Agreement"). If any provisions of this Assignment are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Assignment.

[Execution Page Follows]

This Assignment is dated as of the date first stated above.

ASSIGNOR:

KR CC, INC., a Delaware corporation

By: _____
Todd R. Nelson, President

KR ACQUISITIONS LLC, a Delaware limited liability company

By: _____
Todd R. Nelson, President

ACCEPTED BY LENDER:

BANK OF WISCONSIN DELLS

By: _____
Kelly Bauer, Senior Vice President

EXHIBIT A

Description of Development Agreement

1. Master Development Agreement dated effective as of December 15, 2016 by and among the City of Round Rock, Texas (the “City”), a home rule city organized under the laws of the State of Texas, the Round Rock Transportation and Economic Development Corporation, a “Type B corporation” created under the authority of Chapter 501, Texas Local Government Code (the “TED Corp.”), KR Acquisitions LLC, a Delaware limited liability company (the “Developer”), and KR CC, INC., a Delaware corporation (the “Tenant”).

CONSENT

The undersigned, City of Round Rock, Texas, party to the Development Agreement described herein, hereby consents to this Collateral Assignment of Master Development Agreement and agrees, in the event Lender exercises its remedies under the Loan Documents, Lender shall have the rights of Assignor under the Development Agreement.

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By: _____
Craig Morgan, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

CONSENTS CONTINUE ON NEXT PAGE FOLLOWING

CONSENT

The undersigned, Round Rock Transportation and Economic Development Corporation, party to the Development Agreement described herein, hereby consents to this Collateral Assignment of Master Development Agreement and agrees, in the event Lender exercises its remedies under the Loan Documents, Lender shall have the rights of Assignor under the Development Agreement.

**ROUND ROCK TRANSPORTATION AND
ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Craig Morgan, President

Date: _____

APPROVED as to form:

Stephan L. Sheets, Corporation's Attorney



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance vacating an alleyway in Block 12 of the Round Rock Original Plat. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Brad Wiseman, Planning & Development Services Department Director

Cost: \$0.00

Indexes:

Attachments: Ordinance, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2018-5598

This item is a city-initiated procedure to vacate the alley right-of-way which traverses the block occupied by the Woodbine Mansion, also known as the Nelson-Crier House, at 405 East Main Street. Although the alley has never physically existed due to the presence of the mansion, it was included in the original subdivision plat for downtown Round Rock. This procedure will facilitate a replat of the property in anticipation of its conversion from a single-family home to a non-residential use.

ORDINANCE NO. O-2018-5598

AN ORDINANCE VACATING, ABANDONING, AND CLOSING A STREET AND/OR ALLEYWAY IN BLOCK 12 OF THE ROUND ROCK ORIGINAL PLAT, WITHIN THE CITY OF ROUND ROCK, TEXAS, PURSUANT TO SECTION 311.007, TEXAS TRANSPORTATION CODE, V.A.T.S., PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, Section 311.007, Transportation Code, V.A.T.S., allows a home-rule municipality to vacate, abandon, or close a street or an alley; and

WHEREAS, the City of Round Rock desires to vacate, abandon, and close an alleyway situated in Block 12 of the Round Rock Original Plat, as depicted in Exhibit "A,"

Now Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the alleyway situated in Block 12 of the Round Rock Original Plat, as depicted in Exhibit "A," said exhibit attached hereto and made a part of this ordinance, be hereby vacated, abandoned and closed, insofar as the right, title, or easement of the public is concerned.

II.

That the abandonment provided herein shall extend only to the public right, title, or easement in and to the tracts of land described in Paragraph I of this ordinance for the purpose of using same as a street or alley, and shall be construed only to pertain to that interest the governing body of the City of Round Rock may legally and lawfully abandon. Nothing in this ordinance shall be construed to abandon or otherwise affect

the interest of the City of Round Rock or the public in easements within the subject area related to public utilities and storm water drainage facilities. The City of Round Rock retains an easement for any existing public utilities and storm water drainage facilities located within the alleyway.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2018.

Alternative 2.

READ and **APPROVED** on first reading this the _____ day of _____, 2018.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT 'A'

STONE STREET

SCALE: 1" = 100'

Bearings are Texas State
Plane Central Zone (4203)
Grid Bearings based on
a Static GPS Observation
resolved by OPUS using Geoid 12B.

LEGEND

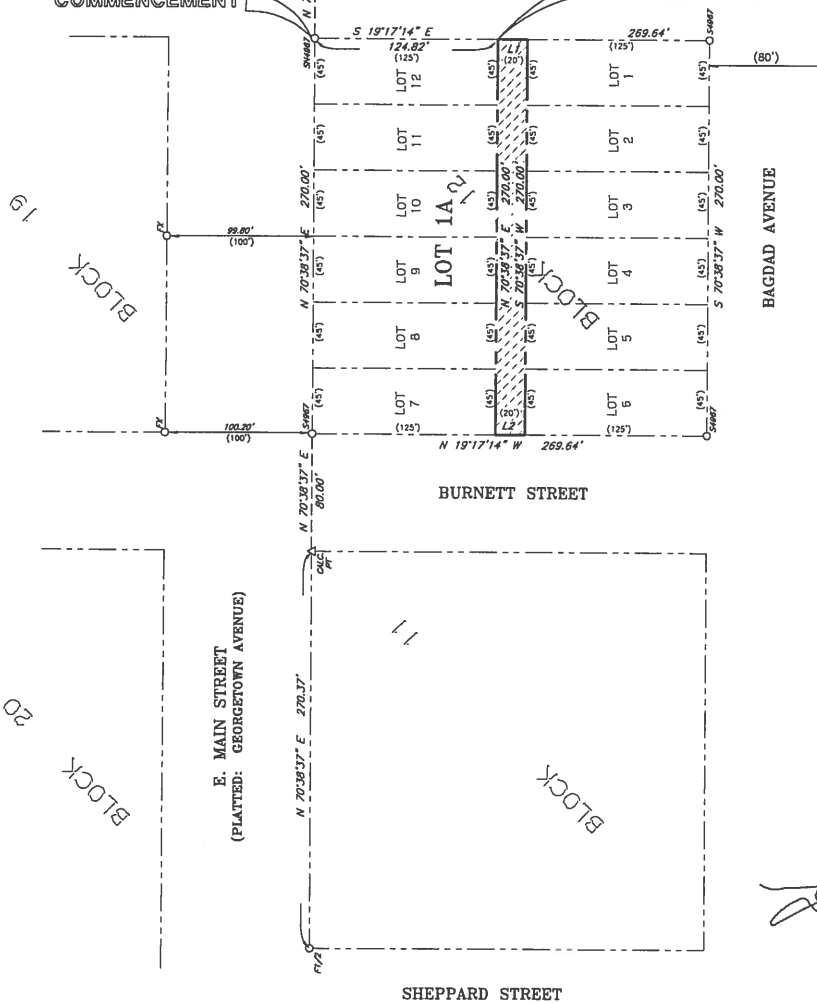
- () Record data per deed/plat
- F1/2 Found 1/2" rebar
- S4867 Set 1/2" rebar w/cap marked "RPLS 4967"
- S4867 Set nail w/washer marked "RPLS 4967"
- FX Found Chiseled "x"
- Boundary Line
- - - Adjoining Block Boundary
- - - Platted Lot Lines
- ▨ Area to be vacated

LINE DATA		
NO.	BEARING	DISTANCE
1	S 19°17'14" E	20.00
2	N 19°17'14" W	20.00

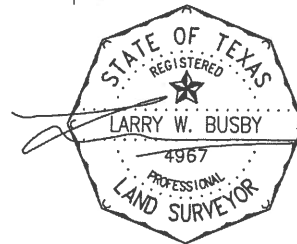
POINT OF COMMENCEMENT

LEWIS STREET

POINT OF BEGINNING



I. & G. N. RR. CO.
DEPOT GROUNDS & RESERVATION



Firm No.: TX 10194017 OK 5405

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NO.	REVISION	DATE



DELTA LAND SURVEYING

2106 Live Oak Circle

Round Rock, Texas 78683

(512) 781-9800 www.DeltaLandSurveying.net

JOB #: 180044

DWG #: 180044_EX_1

DATE: 6/19/18

SCALE: 1" = 100'

SHEET:

1 OF 2

EXHIBIT 'A'

DESCRIPTION

A tract of land situated within the Wiley Harris Survey, Abstract Number 298, Williamson County, Texas and being a platted alley, 20 feet in width, crossing Block 12 of the City of Round Rock according to the map or plat thereof filed for record in Cabinet A at Slides 190 - 191 of the Plat Records of Williamson County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Commencing, for a tie, at a nail with a washer marked "RPLS 4967" found, at the intersection of the South right-of-way line of E Main Street (Platted: Georgetown Avenue) and the West right-of-way line of Lewis Street, in a wooden fence corner post for the Northeast corner of the aforementioned Block 12, from which a 1/2" rebar found for the Northwest corner of Block 13 of the City of Round Rock (Cab. A, Sl. 190 - 191) bears N 70°38'37" E, 80.00 feet, a 1/2" rebar found for the Northeast corner of said Block 13 bears N 70°38'37" E, 350.46 feet and a 1/2" rebar found for the Northwest corner of Block 11 of the City of Round Rock (Cab. A, Sl. 190 - 191) bears S 70°38'37" W, 350.37 feet;

Thence S 19°17'14" E, along the East boundary line of the aforementioned Block 12 and the aforementioned West right-of-way line, 124.82 feet to the Southeast corner of Lot 12 and the Point of Beginning of the tract of land herein described;

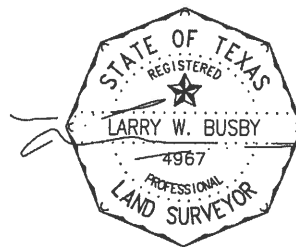
Thence S 19°17'14" E, continuing along the aforementioned East boundary line and West right-of-way line, 20.00 feet to the Northeast corner of Lot 1 in said Block 12, from which a 1/2" rebar with a cap marked "RPLS 4967" found for the Southeast corner of said Block 12 bears S 19°17'14" E, 124.82 feet;

Thence S 70°38'37" W, along the North boundary line of Lots 1, 2, 3, 4, 5 and 6 in said Block 12, 270.00 feet to a point on the East right-of-way line of Burnett Street and the Northwest corner of said Lot 6, from which a 1/2" rebar with a cap marked "RPLS 4967" found for the Southwest corner of said Block 12 bears S 19°17'14" E, 124.82 feet;

Thence N 19°17'14" W, along the aforementioned East right-of-way line, 20.00 feet to the Southwest corner of Lot 7 in said Block 12, from which a 1/2" rebar found at the intersection of the above-mentioned South right-of-way line and said East right-of-way line for the Northwest corner of said Block 12 bears N 19°17'14" W, 124.82 feet;

Thence N 70°38'37" E, along the South boundary line of Lots 7, 8, 9, 10, 11 and 12 in said Block 12, 270.00 feet to the Point of Beginning.


Said tract of land containing 5,400 square feet or 0.124 acre, more or less.



Firm No.: TX 10194017 OK 5405

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NO.	REVISION	DATE



DELTA LAND SURVEYING
2106 Live Oak Circle
Round Rock, Texas 78683
(512) 781-9800 www.DeltaLandSurveying.net

JOB #:	180076
DWG #:	180076-EX-2
DATE:	6/19/18
SCALE:	1" = 100'
SHEET:	2 OF 2



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2018-5563

The partial tax exemption program for historically significant properties, created in 1982, encourages owners of historic properties to use money saved on taxes to provide regular maintenance and/or repair to their historic structures. With this program, property owners receive a 75% exemption of municipal property taxes. The Historic Preservation Commission is responsible for inspecting properties that participate in the program and recommending to the City Council whether a property is eligible to receive the tax exemption.

ORDINANCE NO. O-2018-5563

AN ORDINANCE GRANTING A PARTIAL EXEMPTION FROM AD VALOREM TAXES FOR CERTAIN QUALIFIED HISTORICALLY SIGNIFICANT PROPERTIES LOCATED WITHIN THE CITY LIMITS OF ROUND ROCK, TEXAS; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the owners of the following real properties, described in Exhibit "A" attached hereto, have complied with Chapter 46, Section 46-108, Code of Ordinances (2010 Edition), City of Round Rock, Texas.

II.

That the real properties described in Exhibit "A," except those that received an inspection rating of "Fail," shall be granted an exemption of seventy-five percent (75%) of the assessed value of the structure and land for the tax year 2018, pursuant to the provisions of said Section 46-108.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and

formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2018.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2018.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

2018 PROPERTY TAX EXEMPTION APPLICATIONS ("Exhibit A") CITY OF ROUND ROCK

Page 1 of 3

PARCEL ID#	ADDRESS	OWNER	APPRAISED VALUE (Preliminary)			Est. Tax rate of \$ 0.43000** per \$100			INSPECTION		
			LAND	IMPROV.	TOTAL	CITY TAX	TAX EXEMPTION	TAXES DUE	RATING		
									P	NM	F
R-16-5120-0012-0001	405 E. Main Street	405 E. Main LLC (William T. Crier Trust	\$255,150	\$1,263,273	\$1,518,423	\$6,529	\$4,897	\$1,632		X	
R-16-5120-0019-0006	400 E. Main Street	Avery, John S., Sr.	\$75,143	\$266,030	\$341,173	\$1,467	\$1,100	\$367		X	
R-16-4660-0005-0004A	802 E. Libery Avenue	Aust, Brian	\$59,749	\$334,318	\$394,067	\$1,694	\$1,271	\$424		X	
R-16-5120-0023-0013	106 N. Mays Street	Bakir, Beverly	\$195,847	\$94,282	\$290,129	\$1,248	\$936	\$312		X	
R-16-5120-0009-0013	105 E. Main Street	Bakir, Issam & Beverly	\$261,000	\$485,075	\$746,075	\$3,208	\$2,406	\$802		X	
R-16-5120-0039-0001	202 N. Stone Street	Barrett, Brenda Eileen	\$65,693	\$356,263	\$421,956	\$1,814	\$1,361	\$454		X	
R-16-4660-0008-0004	1104 E. Liberty Avenue	Brader, Trey	\$60,825	\$441,631	\$502,456	\$2,161	\$1,620	\$540		X	
R-16-5120-0022-0008	102 E. Main Street	Celsius Investments, LLC (Bryan Hunter	\$261,000	\$602,718	\$863,718	\$3,714	\$2,785	\$928	X		
R-16-5120-0009-0014A	111 E. Main Street	Eckert, Mike M. & Doris J.	\$191,609	\$338,785	\$530,394	\$2,281	\$1,711	\$570		X	
R-16-5211-000A-0001	4 Chisholm Trail	Four Chisholm LLC (c/o DQCM, Inc.)	\$264,278	\$264,617	\$528,895	\$2,274	\$1,706	\$569	X		
R-16-5120-0002-0001	208 S. Blair Street	Franco, Emilia Irene Cantu	\$205,407	\$34,339	\$239,746	\$1,031	\$773	\$258	X		
R-16-5120-0009-0016	115 E. Main Street	Hendrix, Burkley J.	\$261,070	\$401,635	\$662,705	\$2,850	\$2,137	\$712		X	
R-16-3314-000A-0001	22 Chisholm Trail	Hoover, Sue (#22 Chisholm Trail LLC)	\$44,972	\$64,888	\$109,860	\$472	\$354	\$118	X		
R-16-5120-0022-0002	116 E. Main Street	Huggins-Three, L.P.	\$261,000	\$655,836	\$916,836	\$3,942	\$2,957	\$986		X	
R-16-5120-0025-0001B	302 W. Main Street	JasPas Properties LLC (Ms. Patti Smith)	\$239,250	\$276,492	\$515,742	\$2,218	\$1,663	\$554	X		
R-16-3526-0000-0002	18 Chisholm Trail	JMB Commercial Property Investments L	\$77,871	\$104,289	\$182,160	\$783	\$587	\$196		X	
R-16-3526-0000-0001	20 Chisholm Trail	JMB Commercial Property Investments L	\$75,561	\$188,800	\$264,361	\$1,137	\$853	\$284	X		
R-16-5120-0009-0015A	113 E. Main Street	Johnson, Edelgunde and the Estate of Tra	\$174,000	\$121,636	\$295,636	\$1,271	\$953	\$318		X	
R-16-5120-0040-0004B	207 N. Stone Street	Jordan, Thomas R. & Patricia C.	\$40,856	\$215,377	\$256,233	\$1,102	\$826	\$275	X		
R-16-5120-0022-0001	118 E. Main Street	Lewis RR Properties Ltd. (Kip Lewis)	\$261,000	\$429,805	\$690,805	\$2,970	\$2,228	\$743		X	
R-16-5120-0009-0019	121 E. Main Street	Lewis RR Properties Ltd. (Kip Lewis)	\$261,070	\$399,321	\$660,391	\$2,840	\$2,130	\$710		X	
R-16-5120-0010-0011	201/203 E. Main Street	Lewis RR Properties Ltd. (Kip Lewis)	\$484,051	\$2,135,723	\$2,619,774	\$11,265	\$8,449	\$2,816		X	
R-16-5120-0022-0004	112 E. Main Street	Luna, Bertha	\$261,000	\$232,110	\$493,110	\$2,120	\$1,590	\$530		X	
R-16-5120-0040-0003	602 E. Liberty Avenue	Macaulay, Kent B. Trustee of the Kent M	\$50,482	\$433,336	\$483,818	\$2,080	\$1,560	\$520	X		
R-16-5120-0009-0017	117 E. Main Street	Monteith, Kevin D.	\$261,070	\$444,579	\$705,649	\$3,034	\$2,276	\$759		X	

Exhibit "A"

PARCEL ID#	ADDRESS	OWNER	APPRAISED VALUE (Preliminary)			Est. Tax rate of \$ 0.43000** per \$100			INSPECTION		
						CITY TAX	TAX EXEMPTION	TAXES DUE	RATING		
			LAND	IMPROV.	TOTAL				P	NM	F
R-16-5120-0009-0018	119 E. Main Street	Monteith, Kevin D. and Kathi	\$261,070	\$240,136	\$501,206	\$2,155	\$1,616	\$539			X
R-16-5120-0009-0014B	109 E. Main Street	Monteith, Mabel O Living Trust	\$171,286	\$340,737	\$512,023	\$2,202	\$1,651	\$550		X	
R-16-5120-0022-0009	100 E. Main Street	Morris, R J - LLC	\$261,000	\$800,739	\$1,061,739	\$4,565	\$3,424	\$1,141	X		
R-16-5120-0027-0004	106 N. San Saba Street	Munson, Dorothy	\$270,135	\$64,325	\$334,460	\$1,438	\$1,079	\$360		X	
R-16-5120-0026-0001	400 W. Main Street	Nagle Holdings LP	\$521,471	\$767,641	\$1,289,112	\$5,543	\$4,157	\$1,386	X		
R-16-5120-0009-0012	103 E. Main Street	Omega Pizza Co., Inc. (Mr. Jon Creasey)	\$261,000	\$352,625	\$613,625	\$2,639	\$1,979	\$660		X	
R-16-5120-0022-0005	108/110 E. Main Street	Palmer Investments, LP	\$398,750	\$616,679	\$1,015,429	\$4,366	\$3,275	\$1,092	X		
R-16-4932-0011-0001	107 S. Sheppard Street	Portillo, Juan and Margo	\$130,361	\$133,135	\$263,496	\$1,133	\$850	\$283	X		
R-16-5120-0013-0003	507 E. Main Street	Quick, Darren E. and Rebecca	\$70,977	\$451,903	\$522,880	\$2,248	\$1,686	\$562			X
R-16-0284-0000-0151X	603 Chisholm Trail	Quick, Edward Don and Eugenia G. "Liv	\$125,661	\$303,724	\$429,385	\$1,846	\$1,385	\$462	X		
R-16-0284-0000-0111	1000 N. IH-35	Quick, Edward D. and Eugenia G. "Livin	\$300,227	\$684,541	\$984,768	\$4,235	\$3,176	\$1,059	X		
R-16-5120-0021-0007A	204 E. Main Street	QQQ Round Rock LLC Series 1 (c/o Mr. J	\$261,000	\$439,797	\$700,797	\$3,013	\$2,260	\$753		X	
R-16-5120-0022-0003	114 E. Main Street	R&R Eastside Partners LLC	\$261,000	\$350,196	\$611,196	\$2,628	\$1,971	\$657	X		
R-16-5120-0011-0014	307 E. Main Street	Round Rock Main Street Venture LLC	\$228,375	\$127,187	\$355,562	\$1,529	\$1,147	\$382	X		
R-16-5120-0014-0008	607 E. Main Street	Rubio, Mario	\$44,860	\$65,847	\$110,707	\$476	\$357	\$119			X
R-16-0284-0000-0167	10 Chisholm Trail	Scowden, Douglas A. etux, Sandra	\$140,684	\$193,063	\$333,747	\$1,435	\$1,076	\$359		X	
R-16-5120-0011-0001	309 E. Main Street	Sheets, Stephan L. / 309 Main Street LLC	\$394,632	\$530,922	\$925,554	\$3,980	\$2,985	\$995		X	

Exhibit "A"

PARCEL ID#	ADDRESS	OWNER	APPRAISED VALUE (Preliminary) LAND IMPROV. TOTAL			Est. Tax rate of \$ 0.43000** per \$100			INSPECTION RATING		
						CITY TAX	TAX EXEMPTION	TAXES DUE	P	NM	F
R-16-5120-0017-0013	609 E. Liberty Avenue	Sliva, Charles H.	\$48,635	\$379,679	\$428,314	\$1,842	\$1,381	\$460		X	
R-16-5120-0009-0008	107 S. Mays Street	Tischler-Kocurek (Attn: Lial Tischler)	\$267,199	\$404,638	\$671,837	\$2,889	\$2,167	\$722		X	
R-16-4932-0011-0002	109 S. Sheppard St.	TLIM Sheppard, LLC	\$148,550	\$130,121	\$278,671	\$1,198	\$899	\$300	X		
R-16-5120-0021-0006	206 E. Main Street	TRJ Nelson Partnership	\$261,000	\$116,307	\$377,307	\$1,622	\$1,217	\$406		X	
R-16-4660-0004-0001	808 E. Main Street	Wendt, William Robert and Kellie N.	\$47,910	\$323,723	\$371,633	\$1,598	\$1,199	\$400		X	
R-16-5120-0021-0009	200 E. Main Street	Wilson, William J. (Estate)	\$326,250	\$811,975	\$1,138,225	\$4,894	\$3,671	\$1,224		X	
R-16-5120-0017-0010A	603 E. Liberty Avenue	Wright, Caren	\$53,955	\$225,475	\$279,430	\$1,202	\$901	\$300	X		
		Total (All Applicants):	\$9,904,942	\$19,440,273	\$29,345,215	\$126,184	\$94,638	\$31,546			
	Total Minus Three "Fail" Inspection Ratings		\$9,528,035	\$18,682,387	\$28,210,422	\$121,305	\$90,979	\$30,326			

Key:

Inspection Rating P= Pass NM= Needs Maintenance F= Fail

** The tax rate provided in this calculation is the adopted tax rate from the 2017-2018 City of Round Rock Annual Operating Budget. The partial tax exemption for historically significant properties must be adopted by the City prior to July 15th. The property owner's actual exemption may increase or decrease depending on the 2018 tax rate which becomes effective on October 1.



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider an ordinance amending Chapter 14, Article IX, Code of Ordinances (2010 Edition), to remove "bars" and "designated smoking bars" from the list of public places that are exempt from the smoking/vaping prohibitions. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/12/2018

Dept Director:

Cost:

Indexes:

Attachments: Ordinance

Department: City Council

Text of Legislative File 2018-5621

Historical Timeline of Round Rock's Smoking Ordinance

- On July 8, 1993, the City Council adopted an ordinance that amended Section 6.400 of Chapter 6 of the Code of Ordinances (1990 edition) to regulate the smoking of tobacco products in public places.
- On November 26, 2002, the City Council adopted an ordinance that amended Section 6.400 of Chapter 6 of the Code of Ordinances (1990 edition), providing definitions, establishing certain smoking restrictions in public places, and providing for a repealing clause, a severability clause, and a penalty clause.
- On September 8, 2016, the City Council further imposed more stringent prohibitions of smoking in public places by adopting an ordinance that amended Chapter 14, Article IX of the Code of Ordinances (2010 edition) to prohibit vaping in public places, which went into effect beginning January 1, 2017.

Round Rock's Current Smoking Ordinance

The City of Round Rock's current smoking ordinance is fairly comprehensive compared to surrounding cities such as Cedar Park, Hutto, and Pflugerville. Round Rock prohibits smoking and/or vaping in enclosed, indoor public places, places of employment, and city buildings and city facilities as well as outside within five feet of any entrance or open window. However, Round Rock's smoking ordinance permits smoking and vaping exemptions, rendering smoking and vaping lawful in the following places:

- Retail tobacco and retail vaping stores
- Smoking and/or vaping as a part of a theatrical production
- Bars, pursuant to complying with section 14-244, in a designated smoking/vaping bar*
- Separate patient care and/or sleeping quarters of health care facilities and convalescence facilities
- Hotel and lodging rooms
- Open outdoor concourse of a sports arena
- Nonprofit private clubs

*Designated smoking/vaping bars are required to have an exhaust and/or air purification system.

**Round Rock requires the owner, the operator, the manager, or another person with control of an area, building, or place to post conspicuous signs where smoking is prohibited.

ORDINANCE NO. O-2018-5621

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE IX, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING SMOKING OF TOBACCO PRODUCTS AND VAPING IN PUBLIC PLACES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That Chapter 14, Article IX, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby replaced in its entirety and shall read as follows:

Chapter 14 - ENVIRONMENT

Article IX. - SMOKING OF TOBACCO PRODUCTS AND VAPING IN PUBLIC PLACES

Sec. 14-241. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Air purification system means an electrically powered hospital-grade filter that:~~

- ~~(1) Has an air-exchange rate of four times per hour or once every 15 minutes for the designated smoking/vaping bar;~~
- ~~(2) As its first stage, contains a minimum 30 percent rated pleated prefilter;~~
- ~~(3) As its second stage, contains a HEPA filter media that is rated to remove not less than 99.97 percent of 0.3 microns; and~~
- ~~(4) As its third stage, contains an industrial-grade processed carbon composite adsorber filter specifically designed for removal of environmental tobacco smoke, vapor, and gases.~~

~~Bar means any establishment:~~

- ~~(1) That derives more than 50 percent of its gross receipts from the sale of alcoholic beverages;~~
- ~~(2) That is not located within, and does not share any common entryway or common enclosed area (other than a covered sidewalk or pedestrian way) with any other place not otherwise listed in subsection 14-243(a); and~~
- ~~(3) In which the serving of food, if any, is merely incidental to the primary business of serving alcoholic beverages.~~

~~Common areas means areas such as restrooms, lobbies, service line areas, public telephone areas, and other areas commonly used by the public.~~

~~Designated smoking/vaping bar means a bar which serves food and/or mixed drinks and which the owner or operator has designated all or any portion thereof for smoking and/or vaping. All designated~~

~~smoking/vaping bars shall be equipped with an air purification system and/or an exhaust system, which shall be designed by a professional engineer and shall otherwise comply with the requirements of section 14-244.~~

Electronic cigarette or e-cigarette means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or description.

Enclosed area means any area covered by a roof and having at least one wall. Vehicular drive-through lanes and open outdoor concourses of sports arenas shall not be considered enclosed areas.

~~*Exhaust* means air removed from a space and discharged to the exterior of the building.~~

Health care facility means any office or institution providing individual care or treatment of human medical, physiological or psychological illness, which definition shall include, but not be limited to, hospitals, doctor's offices, nursing and convalescent homes and senior citizen residential facilities.

Nonprofit private club means any building, premises or portion thereof which is wholly owned or leased and operated by an organization meeting the requirements of chapter 501(c) of the United States Internal Revenue Code, as amended.

Place of employment means any enclosed area under the control of a public or private employer and which employees normally frequent during the course of employment, including but not limited to, work areas, employee and employer offices, employee lounges, employee restrooms, conference rooms and employee cafeterias. A residence, including a home occupation, is not considered to be a place of employment.

Public conveyance means any mass transit vehicle or school bus.

Public place means any enclosed area to which the public is invited or in which the public is permitted, not including the offices or work areas not entered by the public in the normal course of business or use of the premises. A residence is not a public place.

Retail tobacco store means an establishment whose primary purpose is to offer for sale, and sell to consumers, tobacco and tobacco products and accessories.

Retail vaping store means an establishment whose primary purpose is to offer for sale, and sell to consumers e-cigarettes, vaping products and/or vaping accessories.

Service line means a line of persons formed for the securing of a service or product on a first-come first-served basis.

Smoking means the lighting, holding, carrying of, inhaling and exhaling of the smoke of a tobacco product, which definition includes, but is not limited to, the carrying or holding of a lighted pipe, cigar or cigarette of any kind or any other lighted smoking equipment or device.

Sports arena means an indoor or outdoor facility primarily used for sports, cultural or other similar events.

Tobacco product means the product derived from the dried leaves of any one of the various species of *Nicotiana*, including, but not limited to, the species *Nicotiana tabacum*, the broad leafed native American plant, which is utilized for smoking.

Vape or vaping means the act of inhaling and exhaling the vapor emitted by an e-cigarette.

Sec. 14-242. Prohibition.

(a) Except as provided in subsection 14-243(a), smoking and/or vaping is unlawful inside of and outside within five feet of any entrance or open window of the following places:

(1) Common areas, except as provided in subsection 14-243(a).

- (2) Elevators.
 - (3) Places of employment.
 - (4) Public conveyances.
 - (5) Public places.
 - (6) Public restrooms.
 - (7) Taxicabs.
 - (8) Service lines.
 - (9) Sports arenas.
- (b) No smoking and no vaping shall be designated by signs posted in conspicuous locations located at any entrance to and within all public places and places of employment. Such signs shall be visible to the public and clearly recite the phrase "No Smoking, No Vaping" and/or use the international no-smoking and no vaping symbols.

Sec. 14-243. Exemptions.

- (a) Smoking and vaping is lawful in the following places:
- (1) Retail tobacco stores and retail vaping stores, including any common areas.
 - (2) Smoking and/or vaping as a part of a theatrical production.
 - ~~(3) In bars, including common areas, which do not serve food and which serve alcoholic beverages pursuant to a wine and beer retailer's permit issued by the state alcoholic beverage commission.~~
 - ~~(4) Subject to compliance with section 14-244, in a designated smoking/vaping bar.~~
 - ~~(53)~~ Separate patient care and/or sleeping quarters of health care facilities and convalescence facilities which have been designated as a smoking/vaping room by the owner or operator, provided however that lobbies, hallways and other common or public areas shall remain no smoking and no vaping areas.
 - ~~(64)~~ Hotel and lodging rooms, provided however that hotel lobbies, hallways and other public areas shall remain no smoking and no vaping areas.
 - ~~(75)~~ Open outdoor concourse of a sports arena, which has been designated as a smoking/vaping area by the owner or operator.
 - ~~(86)~~ Nonprofit private clubs.
- (b) The owner or operator of all public places listed in subsection (a) of this section that have both no smoking/no vaping and areas where smoking/vaping is permitted shall post signs in conspicuous locations located at any entrance to and within such public places. Such signs shall be visible to the public and clearly recite the phrase "Smoking or Vaping in Designated Areas Only."
- (c) The owner or operator of all public places listed in subsection (a) of this section where the entire premises is or has been designated as a smoking/vaping area shall post signs in conspicuous locations located at any entrance to and within such public places. Such signs shall be visible to the public and clearly recite the phrase "Smoking and/or Vaping is Permitted Throughout the Premises."

~~Sec. 14-244. Requirements for designated smoking bars.~~

- ~~(a) In order to have a designated smoking/vaping bar, the owner or operator of a bar not included within subsection 14-243(a)(5) must have a valid permit issued therefor by the city pursuant to subsection (b) of this section and shall:~~

- ~~(1) Provide the designated smoking/vaping bar with exhaust and/or air purification systems that will provide a minimum of four air changes per hour for the entire designated smoking/vaping bar;~~
- ~~(2) Properly maintain in accordance with manufacturer's recommendations the exhaust and air purification systems used in designated smoking/vaping bars and keep a log and receipts for all such maintenance, including filter replacement;~~
- ~~(3) Allow city personnel to inspect such systems and maintenance logs at all reasonable times;~~
- ~~(4) Provide signs conspicuously posted in the bar which state "Smoking/Vaping In This Area Only" or, if the entire premises has been designated a smoking bar, provide signs conspicuously posted at any entrances which state "Smoking/Vaping is Permitted Throughout the Premises"; and~~
- ~~(5) Provide receptacles for the extinguishment of smoking materials located within all designated smoking/vaping bars.~~
- ~~(b) In order to maintain a designated smoking/vaping bar, the owner or operator of the premises must apply for and receive a permit issued by the city in compliance with the following:~~
 - ~~(1) An application for the permit shall be submitted on forms provided by the city.~~
 - ~~(2) The fee for processing the application shall be as currently established or as hereafter adopted by resolution of the city council from time to time.~~
 - ~~(3) Prior to the permit being issued, the system as described in subsection (a)(1) of this section for the proposed designated smoking/vaping bar must successfully pass a test showing the system works properly.~~
 - ~~(4) If the system fails two successive tests, the applicant shall pay a re-testing fee as currently established or as hereafter adopted by resolution of the city council from time to time for each additional test.~~
- ~~(c) The owner or operator of a designated smoking/vaping bar shall be required to pass additional tests from time to time as determined by the city.~~
- ~~(d) Failure to pass a test shall result in the denial of the application for a permit, or the revocation of an existing permit to operate a designated smoking/vaping bar, and the bar shall be deemed to be nonsmoking and non-vaping until successfully tested or retested.~~
- ~~(e) Failure to maintain the exhaust and/or air purification systems so that said systems will not provide a minimum of four air changes per hour for the entire designated smoking/vaping bar shall result in the revocation of an existing permit to operate a designated smoking/vaping bar, and such bar shall be deemed to be nonsmoking and non-vaping until such time that it can be demonstrated that said systems are operating satisfactorily.~~

Sec. 14-2454. Unlawful.

A person commits an offense if he:

- (1) Knowingly, intentionally or by criminal negligence smokes or vapes in an area designated as prohibited under section 14-242;
- (2) Knowingly, intentionally or by criminal negligence fails to post any sign as required by this article;
- (3) Knowingly, intentionally or by criminal negligence fails to designate nonsmoking and non-vaping areas and smoking and vaping areas as required by this article;
- (4) Knowingly, intentionally or by criminal negligence designates or maintains a smoking/vaping area in violation of the requirements of this article; or
- (5) Knowingly, intentionally or by criminal negligence violates any other provision of this article.

Sec. 14-2465. Injunction.

In accordance with V.T.C.A., Local Government Code § 54.016, the city may obtain against the owner or owner's representative with control over the premises an injunction that:

- (1) Prohibits specific conduct that violates this article; and/or
- (2) Requires specific conduct that is necessary for compliance with this article.

II.

This Ordinance shall be effective on and after _____.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

READ and **APPROVED** on first reading this the _____ day of _____, 2018.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk