



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, March 14, 2019

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, 2018 Edition.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [TMP-0071](#) [Consider proclaiming March 2019 as "National Nutrition Month" in the City of Round Rock.](#)

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 [TMP-0067](#) [Consider approval of the minutes for the February 19, 2019 Special Called and February 28, 2019 Regular City Council meetings.](#)
- F.2 [2019-0133](#) [Consider a resolution approving the reimbursement to Paloma Lake Development, Inc. for the cost of oversizing a wastewater line for the McNutt Creek Wastewater Interceptor C8, Phase 3 Project.](#)

- F.3 [2019-0129](#) [Consider an ordinance amending Chapter 14, Sections 14-209 and 14-210, and by adding section 14-213.2, Code of Ordinances \(2018 Edition\), regarding noise. \(Second Reading\)](#)

G. PUBLIC HEARINGS:

- G.1 [TMP-0058](#) [Consider public testimony regarding the development of the CDBG 2019-2023 Five Year Consolidated Plan and the 2019-2020 Annual Action Plan.](#)

H. RESOLUTIONS:

- H.1 [2019-0134](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Dell Marketing, L.P. and a companion Participation and Purchase Agreement for the purchase of computer hardware and related software products.](#)
- H.2 [2019-0135](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Dr. Tania Glenn & Associates, PA for professional critical incident counseling services for the Police and Fire Departments.](#)
- H.3 [2019-0139](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Listing Agreement with Brinegar Properties for the property located at 900 and 910 Heritage Center Circle, Round Rock, Texas.](#)
- H.4 [2019-0140](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Prime Construction Company, Inc. for the Adult Recreation Complex Project.](#)

I. ORDINANCES:

- I.1 [2019-0124](#) [Consider an ordinance amending Chapter 42, Article V, Code of Ordinances \(2018 Edition\), regarding roadway impact fees. \(Second Reading\)](#)
- I.2 [2019-0136](#) [Consider an ordinance amending the Zoning and Development Code Chapter 10, Section 10-66\(c\) and \(d\), Section 10-67\(c\) and Section 10-68, Code of Ordinances \(2018 Edition\) regarding membership and terms of the Historic Preservation Commission, the Zoning Board of Adjustments, and the Planning and Zoning Commission. \(First Reading\)*](#)
- I.3 [2019-0137](#) [Consider an ordinance amending the Zoning and Development Code Chapter 8, Section 13-163, Code of Ordinances \(2018 Edition\) regarding the membership and terms of the Building Standards Commission. \(First Reading\)*](#)
- I.4 [2019-0138](#) [Consider an ordinance amending Chapter 2, Section 2-271, Code of Ordinances \(2018 Edition\) regarding membership and terms of the Capital Improvement Advisory Committee. \(First Reading\)*](#)

J. APPOINTMENTS:

- J.1 [TMP-0073](#) [Consider seven \(7\) appointments to the 2019 Charter Review Commission.](#)

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

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 8th day of March 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 proclaiming March 2019 as "National Nutrition Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0071



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the February 19, 2019 Special Called and February 28, 2019 Regular City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0067

City of Round Rock

Draft Meeting Minutes

City Council

Special Called Meeting – Semi Annual Retreat

Tuesday, February 19, 2019

CALL SESSION TO ORDER

The Round Rock City Council met in special session on February 19, 2019 at the Round Rock Police Department Training Room, located at 2701 N. Mays Street, Round Rock. Mayor Morgan called the meeting to order at 8:06 a.m.

ROLL CALL

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

Absent: None

PRESENTATIONS:

D.1 Consider discussion regarding the City of Round Rock strategic plan, goal setting, and items related to fiscal year 2019-2020.

The City Council and facilitator continued with prioritization of goals and projects for the next year that were started at the previous retreat in January.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 4:20 p.m.

Respectfully Submitted,

Meagan Spinks, Deputy City Clerk



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, February 28, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on February 28, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:06 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Dale Ricklefs, spoke regarding the Re Imagine event on March 9th and invited the Council to attend.

Michelle Ly spoke regarding the noise ordinance amendments and asked for more time to vet the changes.

Gordon Perez spoke on behalf of the Heart of Round Rock homeowners association and spoke regarding the noise ordinance amendments.

STAFF PRESENTATIONS:

E.1 [TMP-0027](#)

Consider a presentation regarding the "Love the Rock" program.

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

CONSENT AGENDA:

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

A motion was made by Councilmember Peckham seconded by Councilmember Young the Consent Agenda be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

- F.1** [TMP-0018](#) Consider approval of the minutes for the February 14, 2019 City Council meeting.
The minutes were approved under the consent agenda.
- F.2** [2019-0094](#) Consider an ordinance amending Chapter 44, Sections 44-149, 44-150 and 44-151, Code of Ordinances (2018 Edition), regarding environmental services fees. (Second Reading)
This ordinance was approved under the consent agenda.
- F.3** [2019-0097](#) Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances (2018 Edition), by increasing the residential charge for the collection of refuse and recycling services. (Second Reading)
This ordinance was approved under the consent agenda.
- F.4** [2019-0103](#) Consider an ordinance amending Chapter 42, Section 42-285, Code of Ordinances (2018 Edition), to prohibit through commercial trucks on a portion of Chandler Creek Boulevard. (Second Reading)
This ordinance was approved under the consent agenda.

RESOLUTIONS:**G.1** [2019-0119](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Whirlix Design Inc. for the purchase and installation of play equipment at Memorial Park.

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

A motion was made by Councilmember Flores, seconded by Mayor Pro-Tem Baese, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.2 [2019-0122](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Carrier Corporation for the purchase and installation of Remote Terminal Unit replacement at the Allen R. Baca Center.

Chad McDowell, General Services Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.3 [2019-0121](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Mity-Lite, Inc. for the purchase of tables, chairs, and a stage for the United Heritage Center at the Dell Diamond.

Brian Stillman 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: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.4 [2019-0128](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with LJA Engineering, Inc. for the Greater Round Rock West Drainage Assessment.

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

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

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.5 [2019-0123](#)

Consider a resolution accepting the City's Comprehensive Annual Financial Report for fiscal year October 1, 2017 to September 30, 2018.

Susan Morgan, CFO, Lorie Langford, Deputy CFO and a representative from Whitley-Penn, the City's auditors made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.6 [2019-0125](#)

Consider a resolution expressing official intent to reimburse certain project expenditures from the proceeds of a future Certificates of Obligation bond sale.

Susan Morgan, CFO made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.7 [2019-0126](#)

Consider a resolution authorizing the publication of notice of intention to issue City of Round Rock, Texas combination tax and limited revenue certificates of obligation, series 2019.

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Flores, seconded by Mayor Pro-Tem Baese, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.8 [2019-0120](#)

Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement for Transportation Purposes with Menfi A. Management, LP for a 0.297 acre right-of-way parcel required for construction of the proposed Gattis School Road Phase 6 Project (Parcel 13).

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.9 [2019-0130](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Alpha Westinghouse Ventures, L.L.C. to purchase a 0.505-acre tract of land required for the Roundville Lane Project (Parcel 1).

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: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

PUBLIC HEARINGS:

H.1 [TMP-0017](#)

Consider public testimony regarding the adoption of a roadway impact fee.

Gary Hudder, Transportation Director and Jake from Kimley-Horn made the presentation.

Mayor Morgan opened the hearing for public testimony.

Jerry Seay, Williamson County Board of Realtors, spoke against the roadway impact fee ordinance.

Sally Decelis, spoke against the roadway impact fee ordinance.

Rod Morgan, spoke against the roadway impact fee ordinance.

John Avery, spoke against the roadway impact fee ordinance.

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

ORDINANCES:

- I.1 [2019-0124](#) Consider an ordinance amending Chapter 42, Article V, Code of Ordinances (2018 Edition), regarding roadway impact fees. (First Reading)(Requires Two Readings)

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

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

- I.2 [2019-0129](#) Consider an ordinance amending Chapter 14, Sections 14-209 and 14-210, and by adding section 14-213.2, Code of Ordinances (2018 Edition), regarding noise. (First Reading)(Requires Two Readings)

Brooks Bennett, Assistant City Manager made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Baker, that the first reading this Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

- K.1** [TMP-0026](#) Consider Executive Session as authorized by §551.074, Government Code, to deliberate the evaluation and performance of the Municipal Judge.

The Council recessed to Executive Session. Mayor Morgan called the session to order at 8:26 p.m. and adjourned it at 8:54 p.m.

- K.2** [TMP-0040](#) Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 209-211 Brown Street, Round Rock, Texas.

- K.3** [TMP-0041](#) Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 900 and 910 Heritage Center Circle, Round Rock, Texas.

- K.4** [TMP-0042](#) Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 100 Tower Drive, Round Rock, Texas.

The City Council recessed to Executive Session. Mayor Morgan called the session to order at 8:58 p.m. and adjourned it at 9:28 p.m.

The City Council reconvened to Regular Session and took the following action:

ACTION RELATIVE TO EXECUTIVE SESSION:

- L.1** [2019-0131](#) Consider a resolution authorizing the Mayor to execute a Real Estate Listing Agreement with Brinegar Properties for the properties located at 209-211 Brown Street, Round Rock, Texas.

A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem Baese, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery
 Mayor Pro-Tem Baese

Nay: 0

Absent: 0

L.2 [2019-0132](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Listing Agreement with Brinegar Properties for the property located at 100 Tower Drive, Round Rock, Texas.

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

Aye: 7 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery
 Mayor Pro-Tem Baese

Nay: 0

Absent: 0

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 9:31 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution approving the reimbursement to Paloma Lake Development, Inc. for the cost of oversizing a wastewater line for the McNutt Creek Wastewater Interceptor C8, Phase 3 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$32,200.20

Indexes: Oversize Utility Lines

Attachments: Resolution, McNutt C8-Ph3 Reimbursement, Map

Department: Utilities and Environmental Services

Text of Legislative File 2019-0133

This is a request for approval of a wastewater line oversize reimbursement for the McNutt Creek Wastewater Interceptor, Line C8, Phase 3. This section of main is approximately 1,645 feet long extending near Red Bud Lane and County Road 110.

The original Consent Agreement with the Paloma Lake Municipal Utility District (MUD) development determining the oversize reimbursement for this section of the McNutt Creek Wastewater Interceptor was approved by the Round Rock City Council in 2005. An amendment to the Consent Agreement was approved in 2007. The amendment requested the upsizing of the McNutt Creek Wastewater Interceptor, Line C8, Phase 3 from an 8-inch diameter main to a 12-inch diameter main. The upsizing was proposed to allow wastewater service to neighboring properties.

Paloma Lake MUD development has reached substantial completion of the project and are requesting reimbursement based on the terms of the Consent Agreement. The oversize reimbursement from the City is for \$32,200.20. Utility staff recommends approval of the oversize reimbursement.

Cost: \$32,200.20

Source of Funds: Oversize Utility Lines

RESOLUTION NO. R-2019-0133

WHEREAS, the Zoning and Development Code, Chapter 4, Article VI, Section §4-78, Code of Ordinances (2018 Edition) provides for the reimbursement for the oversizing of wastewater and water mains, and

WHEREAS, Paloma Lake Development, Inc. has submitted a reimbursement request for the oversizing of a wastewater main associated with the McNutt Creek Wastewater Interceptor C8, Phase 3 Project, and

WHEREAS, the City Council wishes to approve said reimbursement, Now Therefore

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

That the City Council hereby authorizes the reimbursement to Paloma Lake Development, Inc. of \$32,200.20, which is the cost of oversizing a wastewater main associated with the McNutt Creek Wastewater Interceptor C8, Phase 3 Project.

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

RESOLVED this 14th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Paloma Lake Development, Inc.
1011 North Lamar
Austin, Texas 78703

January 16, 2019

Mr. Michael D. Thane, P.E.
City of Round Rock
2008 Enterprise Drive
Round Rock, Texas 78664

Re: McNutt Creek Wastewater Interceptor C8 Phase 3
Request for Reimbursement per Consent Agreement Requirements

Dear Michael,

The purpose of this letter is to request reimbursement for the costs we incurred for the City of Round Rock's (City) portion of construction costs related to the construction of the Wastewater Interceptor C8 Phase 3. The Amendment to the Consent Agreement that outlines payment of this line was approved by the City Council on May 24, 2007. The project was bid on December 6, 2017. The project is complete and we are requesting payment for the project that is due upon substantial completion. We are requesting reimbursement from the City in the amount of **\$32,200.20**. Applicable supporting documents attached.

Please remit payment within 30 days of this request. If you have any questions please call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blake Magee', with a long horizontal line extending to the right.

Blake Magee

PALOMA LAKE 22B AND RED BUD PHASE 3 McNUTT C8 PH 3
 BID AMOUNTS VS ACTUAL CONSTRUCTED
 2/5/2019

FROM BID				FROM ASBUILT PLANS				
WW LINE C8 PHASE 3	QUANT	UNIT	UNIT PRICE	TOTAL PRICE		QUANT	UNIT	TOTAL PRICE
CLEARING FOR WW LINE	1,274	SY	\$0.50	\$637.00		1,274	SY	\$637.00
REVEG FOR WW LINE	1,274	SY	\$1.10	\$1,401.40		1,274	SY	\$1,401.40
12" PVC SDR26 8-10	188	LF	\$45.00	\$8,370.00		82	LF	\$3,690.00
12" PVC SDR26 10-12	100	LF	\$50.00	\$5,000.00		100	LF	\$5,000.00
12" PVC SDR26 12-14	1,500	LF	\$60.00	\$90,000.00		150	LF	\$9,000.00
12" PVC SDR26 14-16	90	LF	\$70.00	\$6,300.00		90	LF	\$6,300.00
12" PVC SDR26 16-18	47	LF	\$80.00	\$3,760.00		47	LF	\$3,760.00
4' BOLTED MANHOLE	3	EA	\$5,500.00	\$16,500.00		3	EA	\$16,500.00
EXTRA DEPTH MANHOLE	9	VLF	\$500.00	\$4,500.00		9	VLF	\$4,500.00
ADJUST MANHOLE	3	EA	\$300.00	\$900.00		3	EA	\$900.00
CONNECT TO EXISTING WW 12" WW LINE	1	EA	\$1,200.00	\$1,200.00		1	EA	\$1,200.00
TRENCH SAFETY	573	LF	\$1.00	\$573.00		469	LF	\$469.00
STAKING WASTEWATER LINE	573	LF	\$1.00	\$573.00		573	LF	\$573.00
TOTAL				\$139,714.40				\$53,930.40
RED BUD - WASTEWATER	QUANT	UNIT	UNIT PRICE	TOTAL PRICE		QUANT	UNIT	TOTAL PRICE
12" PVC SDR26 0-8	94	LF	\$45.00	\$4,230.00		94	LF	\$4,230.00
12" PVC SDR26 8-10	716	LF	\$47.00	\$33,652.00		716	LF	\$33,652.00
12" PVC SDR26 10-12	146	LF	\$50.00	\$7,300.00		146	LF	\$7,300.00
12" PVC SDR26 12-14	82	LF	\$60.00	\$5,520.00		92	LF	\$5,520.00
12" PVC SDR26 14-16	88	LF	\$65.00	\$5,720.00		30	LF	\$1,950.00
12" PVC SDR26 16-18	98	LF	\$70.00	\$6,860.00		98	LF	\$6,860.00
MANHOLES	5	EA	\$5,300.00	\$26,500.00		5	EA	\$26,500.00
DROP MANHOLES	1	EA	\$6,600.00	\$6,600.00		1	EA	\$6,600.00
EXTRA DEPTH MANHOLES	13	VLF	\$300.00	\$3,900.00		13	VLF	\$3,900.00
ADJUST MANHOLE CASTING	5	EA	\$250.00	\$1,250.00		5	EA	\$1,250.00
STEEL ENCASEMENT	40	LF	\$80.00	\$3,200.00		40	LF	\$3,200.00
SINGLE SERVICE	2	EA	\$1,800.00	\$3,600.00		2	EA	\$3,600.00
CONNECTION TO EXISTING MANWHOLE	1	EA	\$3,500.00	\$3,500.00		1	EA	\$3,500.00
BOLTED MANHOLE COVERS	1	EA	\$500.00	\$500.00		1	EA	\$500.00
TRENCH SAFETY	1,235	LF	\$1.00	\$1,235.00		1,177	LF	\$1,177.00
STAKING	1,235	LF	\$1.00	\$1,235.00		1,235	LF	\$1,235.00
TOTAL				\$114,802.00				\$110,974.00

GRAND TOTAL FOR McNUTT C8 PHASE 3

FROM BID
\$254,516.40

ACTUAL BUILT
\$164,904.40

TOTAL FOR WHAT PALOMA LAKE REQUIRED

\$138,282.00

DIFFERENCE IN ACTUAL BUILT AND PALOMA REQUIRED
 12.5% PER AGREEMENT — *Engineering*

\$28,622.40

TOTAL CORR TO REIMBURSE DEVELOPER

\$3,577.80
\$32,200.20

Paloma Lake Section 22B and
Paloma Lake Red Bud Lane Phase 3
Bid Proposal

WW LINE C8 PHASE 3 <u>ALTERNATE</u> FOR WW IMPROVEMENTS IN LIEU OF 12" LINE TO ONLY SERVE PALOMA LAKE	QUANTITY	UNIT	UNIT COST	TOTAL
CLEARING OF ALTERNATE 8"	1,274	SY	\$ 0.50	\$ 637.00
REVEG OF ALTERNATE 8"	1,274	SY	\$ 1.50	\$ 1,911.00
8" PVC SDR26 0-8	186	LF	\$ 40.00	\$ 7,440.00
8" PVC SDR26 8-10	95	LF	\$ 42.00	\$ 3,990.00
8" PVC SDR26 10-12	200	LF	\$ 45.00	\$ 9,000.00
8" PVC SDR26 12-14	92	LF	\$ 70.00	\$ 6,440.00
4' BOLTED MANHOLE	3	EA	\$ 4,400.00	\$ 13,200.00
EXTRA DEPTH MANHOLE	2	EA	\$ 300.00	\$ 600.00
ADJUST MANHOLE	3	EA	\$ 250.00	\$ 750.00
TRENCH SAFETY	573	LF	\$ 1.00	\$ 573.00
STAKING WASTEWATER LINE	573	LF	\$ 1.00	\$ 573.00

**TOTAL WW LINE C8 PHASE 3 ALTERNATE
IMPROVEMENTS:**

\$ 45,114.00

TOTAL IMPROVEMENTS FOR PALOMA LAKE SECTION 22B

STREET EXC & DRAINAGE	\$365,273.50
WATER	\$187,576.00
WASTEWATER	\$186,800.00
EROSION	\$ 18,559.50
WW C8 PHASE 3	\$139,714.40

**GRAND TOTAL OF PALOMA LAKE
SECTION 22B IMPROVEMENTS:**

\$ 897,923.40

**Paloma Lake Section 22B and
Paloma Lake Red Bud Lane Phase 3
Bid Proposal**

WW LINE C8 PHASE 3 ALTERNATE FOR WW IMPROVEMENTS IN LIEU OF 12" LINE TO ONLY SERVE PALOMA LAKE	QUANTITY	UNIT	UNIT COST	TOTAL
8" PVC SDR26 0-8	820	LF	\$ 40.00	\$ 32,800.00
8" PVC SDR26 8-10	209	LF	\$ 42.00	\$ 8,778.00
8" PVC SDR26 10-12	206	LF	\$ 45.00	\$ 9,270.00
SINGLE SERVICE	2	LF	\$ 1,800.00	\$ 3,600.00
4' MANHOLE	5	EA	\$ 5,300.00	\$ 26,500.00
EXTRA DEPTH MANHOLE	5	VLF	\$ 300.00	\$ 1,500.00
ADJUST MANHOLE CASTINGS	13	EA	\$ 250.00	\$ 3,250.00
CONNECTION TO EXISTING	1	EA	\$ 1,500.00	\$ 1,500.00
TRENCH SAFETY	1,235	LF	\$ 1.00	\$ 1,235.00
STAKING WASTEWATER LINE	1,235	LF	\$1.00	\$1,235.00
STAKING WASTEWATER SERVICES	1	LS	\$1,500.00	\$1,500.00

**TOTAL WW LINE C8 PHASE 3 ALTERNATE
IMPROVEMENTS:**

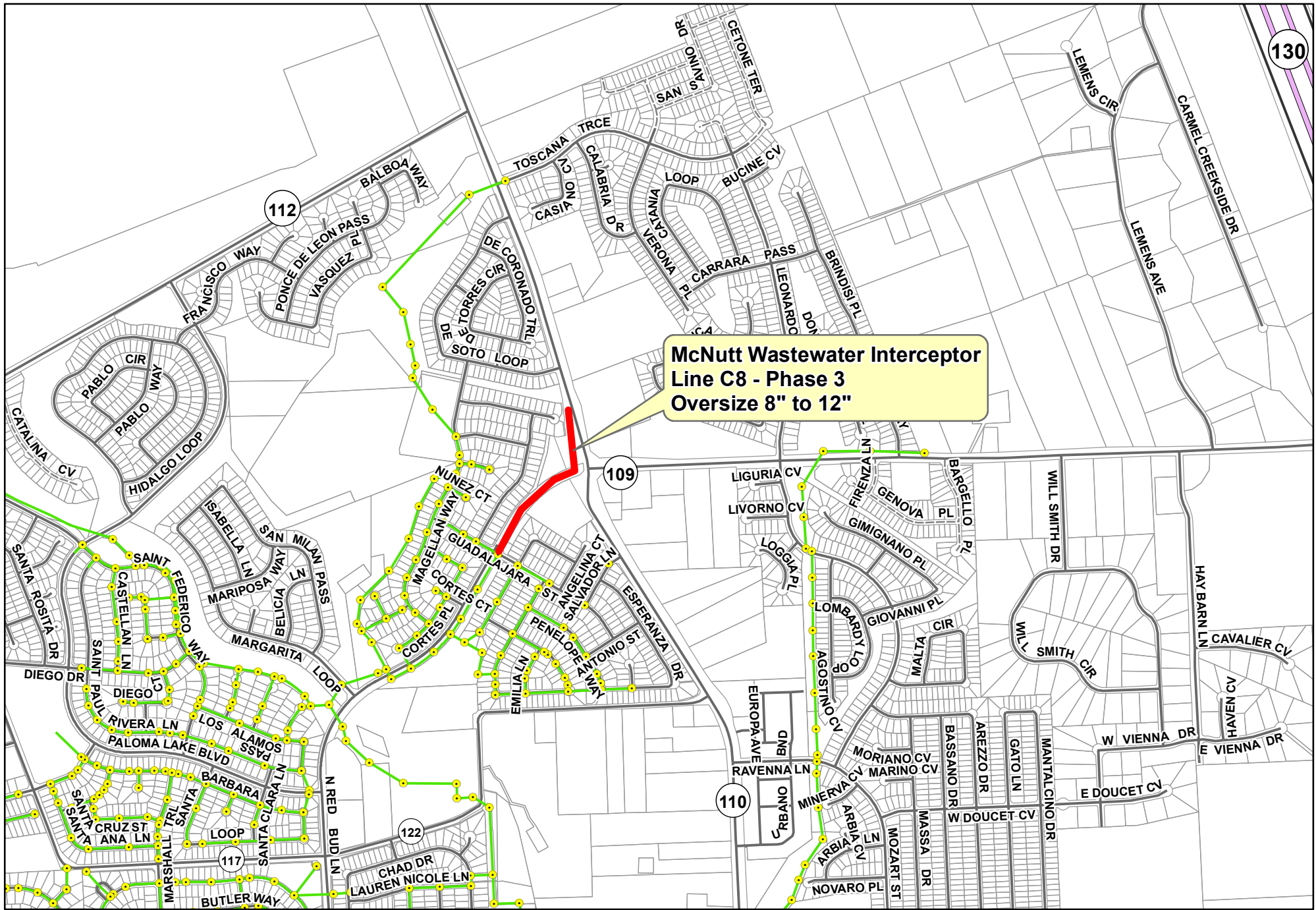
\$ 91,168.00

TOTAL IMPROVEMENTS FOR PALOMA LAKE SECTION 22B

STREET EXC & DRAINAGE	\$434,602.00
WATER	\$103,076.00
WASTEWATER - C8 PH3	\$114,802.00
EROSION	\$ 13,056.25

**GRAND TOTAL OF PALOMA LAKE RED
BUD LANE PHASE 3 IMPROVEMENTS:**

\$ 665,536.25



Date: 2/22/2019



- Manholes
- Wastewater Lines



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider an ordinance amending Chapter 14, Sections 14-209 and 14-210, and by adding section 14-213.2, Code of Ordinances (2018 Edition), regarding noise. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Ordinance

Department: Administration

Text of Legislative File 2019-0129

Based on extensive research and citizen input, it has been identified that enhanced rules relating to the generation of amplified sound by "outdoor music venues" in the MU-1 zoning district downtown should be considered.

The proposed regulations contain "Permitted Hours" and "Non-Permitted Hours".

Permitted Hours are between 10 am - 10 pm on Sunday - Thursday and from 10 am to midnight on Friday and Saturday. During these times outdoor music venues may operate sound equipment at a level of 80 decibels or less measured at the property line of the business.

During Non-Permitted Hours, permit holders shall not operate sound equipment in excess of 60 decibels as measured at the property line of the business.

Businesses will be required to obtain a permit annually from the City to operate as an outdoor music venue, which is essentially any business amplifying sound not fully enclosed by walls and a roof, or sound that is regularly projected out a doorway. The Chief of Police shall revoke a permit if the permit holder has been found guilty of violating any provisions of the proposed ordinance three times in a 12-month period. The period of revocation shall be one year.

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Sound equipment means a loud speaker, public address system, amplification system, or other sound producing device.

III.

That Chapter 14, Article VIII of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended by adding new Section 14-213.2, which shall read as follows:

Sec. 14-213.2. Specific regulations for outdoor music venues zoned MU-1.

(a) Applicability.

This Section is applicable to outdoor music venues that are on property zoned MU-1.

(b) Restrictions on time and decibel levels.

(1) "Permitted Hours" shall mean the times set forth below:

- From 10:00 a.m. to 10:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday;
- From 10:00 a.m. to midnight on Friday and Saturday.

(2) During Permitted Hours, permit holders shall not operate sound equipment in excess of 80 decibels as measured at the property line of the business.

(3) During Non-Permitted Hours, permit holders shall not operate sound equipment in excess of 60 decibels as measured at the property line of the business.

(4) It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment in excess of the decibel limits set out in this section.

(c) Permit and decibel meter required.

(1) It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment without possessing an amplified sound permit and a decibel meter located onsite which has been approved by the Chief of Police (or his/her designee).

(2) The Chief of Police (or his/her designee) shall be responsible for the review of applications and the issuance of amplified sound permits, subject to the requirements of this section.

(3) The Chief of Police (or his/her designee) may inspect an outdoor music venue prior to issuing a permit under this section to verify whether an approved decibel meter is located onsite.

(4) The amplified sound permit shall expire one year from the date of issuance.

(5) A decision by the Chief of Police to approve or deny a permit under this section may be appealed to the City Manager, whose decision shall be final.

(6) The outdoor music venue shall post the amplified sound permit inside the business so that it is visible to the general public.

(d) Permit application requirements.

(1) An application for a permit required by this section must include:

- The name, address, telephone number, and title of the individual filing an application on behalf of an outdoor music venue;
- The business name, address, and telephone number of the outdoor music venue;

- 1 c. The name, address, and telephone number of the business's registered agent on file with
2 the Texas Secretary of State;
3 d. An application fee of \$50.00;
4 e. A statement that the outdoor music venue has an approved decibel meter onsite; and
5 f. A statement that the applicant has obtained a copy of this Chapter and section and agrees
6 to comply with all applicable requirements.
7
8 (e) Permit issuance.
9 The amplified sound permit shall be issued to the business which submits an application that
10 meets the requirements of this section and pays the applicable fee.
11
12 (f) Revocation of a permit.
13 (1) The Chief of Police shall revoke a permit issued under this section if the permit holder has
14 been found guilty of violating any provisions of this Section three times in a 12-month period.
15 (2) The period of revocation shall be one year from the date of revocation.
16 (3) A permit holder may appeal to the City Council a revocation not later than 10 calendar days
17 after the date of the revocation.
18 (4) The notice of appeal shall be filed with the City Clerk and must include;
19 a. The name, address, and telephone number of the appellant;
20 b. The name, address, and telephone number of the outdoor music venue;
21 c. The reasons the appellant believes that the decision does not comply with the
22 requirements of this Chapter.
23 (5) The city council shall hear the appeal at the next available regularly scheduled meeting
24 following ten days after receipt of the appeal.
25 (6) A revocation order remains in effect during the pendency of an appeal under this section.

26 27 **IV.**

28 This ordinance shall be effective as of the 15th day of May, 2019.
29

30 31 **V.**

32 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
33 expressly repealed.

34 **B.** The invalidity of any section or provision of this ordinance shall not
35 invalidate other sections or provisions thereof.

36 **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

1 and that such meeting was open to the public as required by law at all times during which
2 this Ordinance and the subject matter hereof were discussed, considered and formally
3 acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government
4 Code, as amended.

5 **READ** and **APPROVED** on first reading this the _____ day of
6 _____, 2019.

7 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
8 _____, 2019.

9
10
11 _____
12 CRAIG MORGAN, Mayor
13 City of Round Rock, Texas

14 ATTEST:

15
16 _____
17 SARA L. WHITE, City Clerk
18



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding the development of the CDBG 2019-2023 Five Year Consolidated Plan and the 2019-2020 Annual Action Plan.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Brad Wiseman

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File TMP-0058

Consider public testimony regarding the development of the CDBG 2019-2023 Five Year Consolidated Plan and the 2019-2020 Annual Action Plan. The consolidated plans will describe the rationale for establishing the allocation priorities given to each category of priority needs, particularly among extremely low income, low-income and moderate-income households for the next five years. The plan will also identify any obstacles to meeting underserved needs and summarize the priorities and specific objectives the City intends to initiate and/or complete during the time period covered by the strategic plan describing how the proposed distribution of funds will address identified needs. Any comments received at this meeting will be addressed and included in the completed consolidated plans.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Dell Marketing, L.P. and a companion Participation and Purchase Agreement for the purchase of computer hardware and related software products.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Heath Douglas, IT Director

Cost: \$2,000,000.00

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A

Department: Information Technology

Text of Legislative File 2019-0134

This is a 5 year agreement with Dell Marketing L.P. (Dell Technologies) for the purchase of computer hardware, software and related services. This is a companion or supplemental agreement to DIR contract No. DIR-TSO-3763 and covers purchases from Dell or any of Dell's channel partners or authorized resellers. It authorizes the City to pay Dell or its authorized resellers an amount not-to-exceed \$400,000.00 yearly for a total not-to-exceed amount of \$2,000,000.00 for the 5 year term of the agreement.

The agreement will expire alongside the DIR contract that it supplements on January 10th, 2024 and covers the estimated annual costs of the IT Departments computer replacement program and yearly datacenter hardware refresh programs.

Cost: \$400,000 per year for a total not-to-exceed \$2,000,000 through January 10, 2024.

Source of Funds: General Fund

RESOLUTION NO. R-2019-0134

WHEREAS, the City of Round Rock (“City”) desires to purchase computer hardware and related software products and related services, and

WHEREAS, the City is a member of the Texas Department of Information Resources (“DIR”),
and

WHEREAS, Dell Marketing, L.P. is an approved vendor of the DIR, and

WHEREAS, the City wishes to purchase certain goods and related services from Dell Marketing, L.P. through DIR, 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 Computer Hardware and Related Software Products with Dell Marketing, L.P., 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 14th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF
COMPUTER HARDWARE AND RELATED SOFTWARE PRODUCTS
WITH
DELL MARKETING, L.P.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement is for the purchase of computer hardware and related software products and related services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the 22nd day of the month of January, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and DELL MARKETING, L.P., whose offices are located at One Dell Way, Round Rock, Texas 78682, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase computer hardware and related software products and services, and City desires to obtain said goods from Vendor; and

WHEREAS, Vendor is an approved vendor of the Texas Department of Information Resources ("DIR"); and

WHEREAS, City desires to purchase certain goods and related services from Vendor through DIR Contract No. DIR-TSO-3763 as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and/or services and Vendor is obligated to provide specified goods and/or services. This Agreement includes any exhibits, addenda, and/or amendments thereto.

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

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

F. **Vendor** means Dell Marketing L.P. (including any Dell Authorized Resellers) and any successors or assigns.

2.0 EFFECTIVE DATE; TERM

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

B. This Agreement shall expire on January 10, 2024.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A," incorporated herein by reference for all purposes.

B. The parties agree to enter into a Participation and Purchase Agreement as a part of this Agreement, attached as Exhibit "B," and incorporated herein by reference for all purposes.

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

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

4.0 COSTS

A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A" to Vendor, including any Dell Authorized Resellers.

B. The City is authorized to pay Vendor an amount not-to-exceed **Four Hundred Thousand and No/100 Dollars (\$400,000.00) per year** for a total not-to-exceed amount of **Two Million and No/100 Dollars (\$2,000,000.00)** for the term of this Agreement.

5.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or

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

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all insurance requirements set forth in DIR Contract No. DIR-TSO-3763 and shall provide proof of said coverage to City. City shall be listed as an additional insured.

11.0 CITY'S REPRESENTATIVE

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

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

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event City terminates under this section, Vendor shall discontinue performance of any affected services and/or delivery of goods. The City will be responsible only for amounts due and owing for the affected goods and/or services up through the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

A. 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 in this Agreement; or

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

Notice to Vendor:

Dell Marketing, L.P.; Dell Legal Department
One Dell Way; RR-1
Round Rock, Texas 78682

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

18.0 EXCLUSIVE AGREEMENT

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

19.0 DISPUTE RESOLUTION

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

20.0 SEVERABILITY

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

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

21.0 MISCELLANEOUS PROVISIONS

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

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner.


C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

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

[Signatures on the following page.]

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

Dell Marketing, L.P.

By: 
Printed Name: Dudley McClellan
Title: Commercial Counsel, Dell Legal
Date Signed: January 22, 2019

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

Texas Department of Information Resources Contract Number: DIR-TSO-3763 APPENDIX C, PRICING INDEX

Dell Marketing, L.P.

For general purchases, Dell will provide the minimum discounts identified below for select offerings generally described in the below table. The discounts are based on Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders.

Category	Products Classifications	Direct from Dell	Dell Prime with Resellers
		DIR Customer Discount % from Dell MSRP	
A	Band 1 Dell Desktops; Band 2 Dell Laptops	16.00 %	16.00 %
A	Band 4 Dell Servers; Band 5 Dell Storage	14.50 %	14.50 %
A	Networking, IoT, Printers, Monitors, Tablets, Projectors, Dell-branded Customer Kits	14.50 %	14.50 %
F	Selected Printer Related Products/Accessories	3.00 %	3.00 %
H	Ships Fast Pre-Configured Latitude, OptiPlex, Workstations	6.00 %	6.00 %
M	Select Third Party Software (e.g. Adobe Perpetual Licenses)	6.00 %	N/A
M	Select Third Party Software Licenses & Peripherals	12.00 %	N/A Software 12.00 % Hardware
M	Some Dell-branded memory, SonicWall, Wyse, RSA Security, Compellent, Credant	12.00 %	12.00 %
S	Imaging, Latitude, PowerEdge server, Vostro and XPS Notebooks; Selected Latitude; Selected PowerEdge; Power Connect; EqualLogic; Monitors	4.00 %	4.00 %
U	Spare Parts	0%	0%
V	Standard upgrade/ downgrade options with discounts that vary based upon the system in which the item is installed	Same discount as system	Same discount as system

Exhibit "A"

Texas Department of Information Resources Contract Number: DIR-TSO-3763 APPENDIX C, PRICING INDEX

X	Select Third Party Software Maintenance Support, Subscriptions and Renewals & Peripherals	2.00 %	2.00 %
ZZSZ1	On-site – Next Business Day On-site (extended yrs.), Critical Care On-site Service (all yrs.); other services	0%	0%

Dell's published Manufacturer Suggested Retail Price List is at <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

In the event Customers purchasing products and services under this Contract negotiate more advantageous pricing or participate in special promotional offers (included those that provide additional discounted or specially priced and bundled options), the above discounts will not be applicable. The final Customer-approved Dell Quote or Dell procurement response will contain the applicable pricing for the ordered individual offerings or for bundled offering configurations or special offers. Dell will work with DIR and with Customers to create pre-approved bundled configurations at agreed pricing to be available for stated time periods. Customer understands that the bundled offering or special promotional offerings may include other discounted or reduced cost or no additional cost products and services and the Customer may compare the bundled offering and any additional services to the line item pricing and minimum discounts to the Dell Manufacturer Suggested Retail Price List.

Exhibit "B"

Participation and Purchase Agreement under Texas DIR-TSO-3763

between

Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682

And City of Round Rock
221 East Main Street
Round Rock, Texas 78664 ("Customer")


Effective as of the date of the last signature below (the "Effective Date"), this Agreement includes the following documents: The Texas Department of Information Resources (DIR) contract with Dell Marketing, L.P., DIR-TSO-3763 ["DIR Contract" – Dell Contract Code 75AHH], and, if applicable, its successor contract, which are incorporated into and made part of this Participation and Purchase Agreement (the "Agreement"). The terms and conditions of the DIR Contract will govern the purchases and orders and any statement of work (SOW) that are provided to the **City of Round Rock** ("City" and "Customer") from **Dell Marketing, L.P.** ("Dell") that are made during the term of the current DIR Contract and any successor DIR Contract with Dell of computer hardware and related products, including software licensing arrangements, and services available from Dell under the DIR Contract (which has a current initial term through January 10, 2020, with two automatic two-year renewals, unless either party terminates earlier as provided in the DIR Contract). The Customer is an eligible purchaser of the offerings from Dell available under the DIR Contract. The DIR Contract documents are publicly available at:

<http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3763>

The term of this Agreement shall be effective as of the date of last signature below or upon receipt of a purchase order from the City for the offerings from Dell.

Per the DIR Contract [DIR Contract, Section 9. Y. – amending Appendix A. Section 10. Vendor Responsibilities, N. Required Insurance Coverage], Dell shall secure and maintain the minimum of insurance coverage specified in the Dir Contract and provide proof of such insurance coverage to City listed as additional insured. The required coverage must remain in effect throughout the term of the Agreement between Dell and City.

City and Dell agree to reference the current DIR Contract [DIR-TSO-3763] and the current Dell Contract Code [75AHH] for quotations, purchase orders, and SOWs that are for offerings available from Dell under the DIR Contract. The parties also agree to cooperate to resolve any administrative issues for proper processing of orders and billing related to this Agreement. This Agreement is entered into on behalf of the parties by their below authorized representatives:

Dell Marketing L.P.
Signature : 
Name : Dudley McClellan
Position : Commercial Counsel, Dell Legal
Date : <i>January 22, 2019</i>

City of Round Rock
Signature :
Name :
Position :
Date :

We Appreciate Your Business!



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Dr. Tania Glenn & Associates, PA for professional critical incident counseling services for the Police and Fire Departments.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Allen Banks, Police Chief

Cost: \$75,000.00

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Police Department

Text of Legislative File 2019-0135

The City of Round Rock seeks to enter into a five-year agreement with Dr. Tania Glenn and Associates, PA for professional critical incident stress management services for the City's Police and Fire Departments. The Police Department has for several years employed Dr. Glenn's services on an ad hoc basis. The services provided include treatment for mental health issues, such as anxiety and mood disorders, family and relationship issues, stress, trauma and Post-Traumatic Stress Disorder.

This agreement sets services at \$70 an hour. This price is for the life of the five year contract.

Cost: Not to exceed \$75,000 per year or \$375,000 over five years

Source of Funds: General Fund

RESOLUTION NO. R-2019-0135

WHEREAS, the City of Round Rock desires to retain professional critical incident counseling services for the Police Department and Fire Department; and

WHEREAS, Dr. Tania Glenn & Associates, PA has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Dr. Tania Glenn & Associates, PA, 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 Professional Consulting Services Agreement for Critical Incident Counseling Services with Dr. Tania Glenn & Associates, PA, 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 14th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK
PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR
CRITICAL INCIDENT COUNSELING SERVICES WITH
DR. TANIA GLENN & ASSOCIATES, PA**

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, specifically, professional critical incident counseling services for the Police Department and Fire Department (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 DR. TANIA GLENN & ASSOCIATES, PA, located at 1001 Cypress Creek Road, Suite 403, Cedar Park, Texas 78613 (the "Consultant").

RECITALS:

WHEREAS, professional critical incident counseling services for the Police Department and Fire Department are desired by the City; and

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, City desires to contract with Consultant to provide critical incident counseling services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 EFFECTIVE DATE, DURATION, AND TERM

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

B. The term of this Agreement shall be for five (5) years from the effective date of the Agreement.

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

2.0 SCOPE OF SERVICES

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

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

3.0 LIMITATION TO SCOPE OF SERVICES

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

4.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per year** for a total not-to-exceed amount of **Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00).**

5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 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.

6.0 INSURANCE

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

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the 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 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 service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

9.0 SUPPLEMENTAL AGREEMENT

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

10.0 TERMINATION; DEFAULT

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

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

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

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

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

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

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

11.0 NON-SOLICITATION

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

12.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

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

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

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

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

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

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

14.0 WARRANTIES

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

15.0 LIMITATION OF LIABILITY

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

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

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

16.0 INDEMNIFICATION

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

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

17.0 ASSIGNMENT AND DELEGATION

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

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

18.0 LOCAL, STATE AND FEDERAL TAXES

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

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

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

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

20.0 FINANCIAL INTEREST PROHIBITED

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

21.0 DESIGNATION OF REPRESENTATIVES

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

Police Chief Allen J. Banks
City of Round Rock
2701 North Mays Street
Round Rock, TX 78665
(512) 218-5521

Fire Chief Robert Isbell
City of Round
203 Commerce Boulevard
Round Rock, TX 78664
(512) 218-6630

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

Dr. Tania Glenn, PsyD, LCSW, CCTP
1001 Cypress Creek Road, Suite 403
Cedar Park, TX 78613
(512) 323-6994

22.0 NOTICES

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

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

Notice to Consultant:

Tania Glenn & Associates, PA
1001 Cypress Creek Road, Suite 403
Cedar Park, TX 78613
(512) 323-6994

Notice to City:

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

AND TO:

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

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

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

24.0 EXCLUSIVE AGREEMENT

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

25.0 DISPUTE RESOLUTION

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

26.0 SEVERABILITY

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

27.0 STANDARD OF CARE

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

28.0 GRATUITIES AND BRIBES

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

29.0 RIGHT TO ASSURANCE

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

30.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

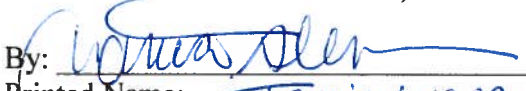
Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

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

City of Round Rock, Texas

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

Dr. Tania Glenn & Associates, PA

By:  _____
Printed Name: Tania Glenn
Title: Principal
Date Signed: 2/15/2019

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



1001 Cypress Creek Rd. Suite 403

Cedar Park, TX 78613

512-323-6994; 512-323-9490 (fax)

Tania Glenn & Associates, PA

In Partnership With

The City of Round Rock Police Department

PROPOSAL

Exhibit "A"

1.0 Introduction

1.1 Company Background

Tania Glenn and Associates is a clinical practice dedicated to serving the mental health needs of the military, public safety and aviation communities through the use of effective, appropriate and proven interventions. It is the philosophy of Tania Glenn and Associates to treat all clients with dignity and respect, and to work as diligently as possible to assist our clients in achieving their desired outcomes. Our goal is to find and build on individual strengths while challenging our clients to work on aspects of their lives they want to change, and to challenge themselves to bring about and adhere to this change.

The **Trauma Defense Team (TDT)** of Tania Glenn & Associates, PA is dedicated to assisting your workplace environment in dealing with extremely stressful or traumatic events. From preparation to interventions and follow-up care for major incidents, traumatic events and crises, this program is designed to mitigate stressful incidents in order to minimize the damaging effects they can have on personnel and workplace environments. The TDT provides a number of services, including:

- Pre-incident inoculation for individuals, groups and organizations to prepare for possible incidents. This training focuses on building individual and organizational resilience through assessment of strengths and liabilities, and by promoting change to create a healthy individuals, environments and cultures.
- Review of emergency response policies and procedures. Having the correct plan of action and referral base is vital to any organization's ability to handle a traumatic event. Through review and revision of policy, the Trauma Defense Team of Tania Glenn & Associates can assist your organization prepare for any worst-case scenarios.
- Ongoing care and resolution for first responders who are experiencing Post-Traumatic Stress, burnout, compassion fatigue and performance issues.
- Crisis Response and Follow-up. The professionals at Tania Glenn & Associates are fully trained and equipped to help individuals and organizations through traumatic and stressful events. Whether a crisis is ongoing or resolved, the Trauma Defense Team is equipped to provide compassionate and timely care without interfering with ongoing operations and without making individuals feel targeted, alienated or discomfited. The ability to provide the appropriate interventions at the right time to the right group is the key to success. This is the distinguishing quality of the Trauma Defense Team.

Exhibit "A"

Public safety, military and private corporations around the world have utilized and benefited from this service. Our clients have included:

- Tucson Police Department Aviation Program
- Southwest Airlines
- US Airways
- American Airlines
- Federal Aviation Administration
- Nebraska Sheriff's Association
- Texas Department of Family and Protective Services
- New York State Police Aviation Program
- Austin Community College
- Department of Homeland Security, Customs and Border Protection
- Office of Border Patrol Special Operations Group
- United States Marshals Service Special Operations Group
- Defense Criminal Investigative Services
- United States Marine Corps
- Travis County STAR Flight
- Austin Travis County Emergency Medical Services
- North Blanco County EMS
- Marble Falls EMS
- Pflugerville Fire Department
- Round Rock Police Department
- Round Rock Fire Department
- Cobb County, Georgia Fire Department
- Cedar Park Police Department
- Cedar Park Fire Department
- Goodyear, AZ Fire Department
- Killeen Police Department
- Williamson County Sheriff's Office
- Granite Shoals Police Department
- Hutto Police Department
- Lake Travis Fire/Rescue
- Leander Fire Department
- Lockhart Emergency Medical Services and Police Department
- Texas Attorney General Criminal Investigation Division
- University of Texas Police Department
- Brackenridge Hospital
- Scott & White Hospital System
- St. David's Hospital System
- The Houston Chronicle
- PHI Air Medical
- Air Evac LifeTeam

Exhibit "A"

1.2 Proposal Overview

This proposal outlines the creation and coordination of a relationship between an outside clinical advisor (Tania Glenn, PsyD, LCSW, CCTP) and The City of Round Rock Police Department. The role of the clinical advisor would be to provide necessary education and traumatic event response for both groups and individuals within the organization.

2.0 Background

2.1 General History

Occasionally in the line of duty, first responders encounter events that are not considered within the normal scope of our day-to-day duties. Sometimes these types of events touch their lives in ways that they do not expect, and personnel are left with the lasting impact (both negative and positive) that shapes their professional and sometimes personal lives.

These types of events are called critical incidents – they are sudden, extreme, and can overwhelm the usual coping mechanisms of those dedicated to serve. At any given point, even the most experienced and seasoned emergency personnel can be affected by an incident. This is because it is human nature to have a coping capacity or threshold, beyond which a person no longer tolerates stress in a productive manner. Over time, one's definition of a critical incident can change or evolve as he or she grows and experiences life. In other words, events that didn't affect someone at age 22 might really bother the same person at age 32, 42 or 52.

The most debilitating type of critical incident is obviously a line of duty death. The range and type of impact that this has on pilots is powerful and very painful. In addition to a line of duty death, many employees are also impacted by the suicide of a coworker, injuries to coworkers, the death of a child, mass casualty incidents, events with known victims, the accidental wounding or killing of a citizen and any other event which is unusual and outside the range of what is considered "normal."

Some common reactions to critical incidents include nausea, vomiting, diarrhea, pupil dilation, headaches, indigestion, tremors, muscle aches, increased smoking, insomnia, nightmares, social isolation, anger, depression, an increased startle response, restlessness, increased use of alcohol, and many others. These reactions can be confusing and quite unsettling to affected personnel. Once these reactions are normalized through training, employees typically know how to manage these reactions and prevent them in the future.

The other area of concern in the aftermath of a major incident is the impact on the workplace, which often serves as a reminder for what has occurred. Employees may sometimes manifest their ongoing issues with an event by behaving in ways that are different. Management is often left wondering why a previously stellar performer is now

Exhibit "A"

behaving negatively or displaying a problematic attitude. Through understanding the effects of a trauma on employees and by proactively addressing the effects of an incident on both the individual and company levels, leadership is able to get ahead of the curve and prevent ongoing negative ripple effects of an incident. This, of course, takes training and education, along with the ability to tap into resources to guide management through this process.

2.2 Training and Intervention Elements

Training shall consist of:

- Types of stress
- Effects of stress
- Stress management strategies
- Methods for coping in the aftermath of a critical incident – at individual, team and department levels
- Compassion fatigue and burnout
- Advanced training on Posttraumatic Stress Disorder
- Resilience

Interventions shall consist of:

- Individual therapy related to workplace trauma, burnout, anxiety and other line of duty related challenges
- Group briefings – each case is incident specific and carefully triaged to provide the correct service to the appropriate employees at the right time

3.0 Key Personnel

3.1 Dr. Tania Glenn

Dr. Tania Glenn is the President of Tania Glenn and Associates, PA, a clinical private practice in Austin, Texas. Dr. Glenn has served as a clinician for over twenty-seven years and specializes in treating anxiety and trauma. Dr. Glenn has done extensive work with public safety and military individuals, couples and families. She specializes in trauma and is a Certified Clinical Therapy Provider. In her practice, Dr. Glenn has worked with law enforcement, fire, EMS, military and aviation professionals, and has helped many individuals with their recovery from Posttraumatic Stress Disorder. She has developed the traumatic stress management program and now serves as the Traumatic Stress Management Coordinator for numerous public safety agencies. Dr. Glenn is a faculty member and trained trainer for the International Critical Incident Stress Foundation. Her prior experience includes work as an Emergency Room Medical Social Worker at Brackenridge Hospital in Austin for ten years.

Exhibit "A"

Dr. Glenn also has extensive experience as a consultant and trainer. The Trauma Defense Team of Tania Glenn & Associates provides trauma-based prevention and intervention services, workplace violence prevention and intervention, crew resource management, workplace cultural analyses and team building. Dr. Glenn's experience as a public speaker comes through in lively, interactive, relevant and fun presentations that capture audiences. Participants frequently comment that Dr. Glenn's presentations are one of the best they have ever seen.

Dr. Glenn is the Clinical Director of multiple peer support and critical incident response teams. Her background experience includes providing traumatic stress management services after the Oklahoma City bombing in 1995, the Jarrell tornado in 1997, the attacks on the World Trade Center in 2001, Hurricanes Katrina and Rita in 2005, the Dallas Police shootings in 2016, the Ft. Lauderdale Airport active shooter incident in 2017 and numerous other incidents including line of duty deaths and suicides of emergency personnel. Dr. Glenn has written numerous articles and is a regular contributor to Air Beat, the journal of the Airborne Law Enforcement Association. In 2006, she was featured in "Between Iraq and a Hard Place," a documentary on traumatic stress in the military.

Dr. Glenn currently serves as an Advisory Board Member for the Brattleboro Hospital Uniformed Services Worker's Retreat in Brattleboro, VT. She has served as a member of the Safety Committee for Austin's air medical and air rescue program, STAR Flight. Dr. Glenn is also a previous Board Member of the Association of Traumatic Stress Specialists and The HARTH Foundation, which provides equine therapy to veterans with PTSD.

Dr. Glenn received her Bachelor's and Master's Degrees from The University of Texas in Austin, and her Doctorate from California Coast University. She also attended the Austin Police Academy in 1998. Dr. Glenn has completed ten marathons, including the Boston Marathon.

Dr. Glenn has authored two books. Protected But Scared is a book written for the children of police officers to offer guidance and support to children, parents and police departments in addressing the secondary trauma that law enforcement children face. First Responder Resilience: Caring for Public Servants encompasses the best standards of care for law enforcement, fire and EMS based on over twenty-six years of experience in assisting these professionals during and after trauma, stress and burnout.

Exhibit "A"

4.0 Pricing

Annual Estimations and Projections subject to consideration by The City of Round Rock Police Department.

Trauma and Work-Related Counseling, crisis response and training

\$70.00 per hour

Please feel free to call me with any questions at 512-922-4265.

Respectfully Submitted,

Tania Glenn, PsyD, LCSW, CCTP

Exhibit "A"

TANIA GLENN, PsyD, LCSW, CCTP
4412 Spicewood Springs Road, Suite 701
Austin, Texas 78759
512-323-6994 (o) - 512-323-9490 (f)
www.taniaglenn.com - taniaglenn@gmail.com

CURRICULUM VITAE

EDUCATION

2004	Doctorate in Psychology (PsyD)	California Coast University, Santa Ana, CA
1993	Master of Social Work (MSW)	University of Texas, Austin, TX
1991	Bachelor of Arts Degree (BA)	University of Texas, Austin, TX

SPECIAL TRAINING

- Licensed Clinical Social Worker (LCSW)
- Eye Movement Desensitization and Reprocessing (EMDR)
- Train the Trainer for Advanced Group Critical Incident Stress Management (CISM)
- Train the Trainer for Basic Group Critical Incident Stress Management
- Train the Trainer for Individual Critical Incident Stress Management
- Train the Trainer in Workplace Violence
- Violence in the Workplace
- Basic Level Hostage Negotiation
- Basic Level Collaborative Law

LICENSES

- Association of Traumatic Stress Specialists: Certified Trauma Specialist 0299-1378
- Commonwealth of Virginia: Licensed Clinical Social Worker, VA License 0904006435
- Texas Commission on Law Enforcement Officers Standards of Education (TCLEOSE): Instructor 219752
- Texas State Board of Social Work Examiners (TSBSWE): Licensed Clinical Social Worker, TX License 19557

PROFESSIONAL EXPERIENCE

8/95 - PRESENT DR. TANIA GLENN AND ASSOCIATES, P.A. (TGA), AUSTIN, TX

Principal - Private Practice: Focusing on resilience and Posttraumatic Stress Disorder. Primary population is emergency services and military personnel (and families). Recognized nationally for training and PTSD prevention and intervention for aviation, public safety and military personnel.

Exhibit "A"

03/02 – 05/09 READINESS GROUP INTERNATIONAL, AUSTIN, TX

Principal - Internationally based consulting and training in the areas of combat readiness, disaster management, critical incident stress management, workplace violence, threat management crew resource management, mental wellness and team building.

9/92 – 6/02 BRACKENRIDGE HOSPITAL, AUSTIN, TX

Senior Medical Social Worker - Conducted crisis intervention and counseling for critical/trauma patients and their families. Worked with patients and families to provide necessary social services and referrals.

7/98 – 3/02 THE OAKS TREATMENT CENTER, AUSTIN, TX

Clinical Therapist – Worked in a residential treatment center setting with emotionally disturbed adolescent female offenders and their families.

1/98 - 6/98 AUSTIN POLICE ACADEMY (APD), AUSTIN, TX

Cadet Recruit - Completed classroom academics and performed physical/defensive tactics proficiency while attending the academy; placed into an eight week APD field training program.

7/96 - 12/97 TRAVIS COUNTY SHERIFF'S OFFICE, AUSTIN, TX

Critical Incident Stress Management Coordinator and Victim Advocate II - Crisis intervention services to individuals, families and communities in Travis County. Critical Incident Stress Management along with individual and marital counseling for employees and their loved ones. Created the comprehensive mental, medical and physical victim services wellness program budgeted for 1998.

7/93 - 2/95 FAMILY PRESERVATION PROGRAM, AUSTIN/TRAVIS COUNTY, TX

Family Therapist/Caseworker III - Conducted ongoing individual and family therapy for juveniles involved in the court system and their families. Oversaw case management and crisis intervention, supervisor of student interns for Mental Health and Mental Retardation (MHMR).

9/92 - 7/93 AUSTIN RAPE CRISIS CENTER, AUSTIN, TX

Child Adolescent Therapist - Conducted ongoing individual and group therapy for sexually abused/assaulted children. Led training and supervision of volunteers to provide services to abused children.

SUMMER 1992 AUSTIN WILDERNESS COUNSELING SERVICES, AUSTIN, TX

Contract Therapist - Conducted group therapy in a summer day camp setting for latency age at risk youth. Developed case management strategies, reviewed daily progress notes, and recommended services for client families.

Exhibit "A"

9/91 - 7/92 TEENAGE PARENT COUNCIL, INC., AUSTIN, TX

Student Intern – Worked case management, group services, individual and group counseling, administration/planning of lunch time seminars, and supervision of volunteers.

4/91 - 5/92 SETTLEMENT HOME, AUSTIN, TX

Youth Care Counselor - Conducted individual and group counseling for emotionally disturbed teenage girls. Utilized case management techniques and compiled daily progress notes.

HONORS

- 1997 Travis County Sheriff's Office Award for Outstanding Services**
- 1995 Nominated for "Citizen of the Year" Award Texas EMS Conference**
- 1995 Jefferson Cup: International Critical Incident Stress Foundation for Outstanding Work and Dedication in Critical Incident Stress Management**
- 1994 Family Preservation Program Award for Achievement and Success in Working with Families**
- 1991 Austin Rape Crisis Center Outstanding Volunteer Award**

MEMBERSHIPS

- Advisory Board – Brattleboro Hospital Uniformed Service Provider Program in Brattleboro, VT, 2005 to present**
- International Association of Trauma Professionals, 2016 to present**
- Advisory Board – Team911.com, 2014 to present**
- External Review Board – Tug McGraw Foundation, 2014 to present**
- National Association of Social Workers, 1993-2013**
- Federal Emergency Management Agency, National Disaster Stress Management Team, 1995 - 1998**
- International Critical Incident Stress Foundation, 1994 to present**
- Association of Traumatic Stress Specialists, 1998 to present - Board Member in 2003**
- Airborne Law Enforcement Association, Associate Member, 2000 to present - Southeast Regional Director in 2003**
- Association of Threat Assessment Professionals, Associate Member, 1999-2005 - Board Member/Sergeant at Arms, 2003-2004**
- International Helicopter Safety Team Board Member, 2006**
- Clinical Director - Central Texas Critical Incident Stress Management Team, 1993 - 2004**
- Clinical Director – Surface To Air Response Team for Critical Incident Stress Management Team, 1999-2008**
- Clinical Director – Southwest Airlines Critical Incident Stress Management Team, 2002 to present**

Exhibit "A"

- Clinical Director – DHS US Customs and Border Protection (CBP) Office of Air and Marine Critical Incident Stress Management Team, 2002 to present
- Clinical Director – US Airways Critical Incident Stress Management Team, 2011 to present
- Clinical Director – PHI, Inc. Critical Incident Stress Management Team, 2011 to present
- Clinical Director, DHS CBP Office of Border Patrol Special Operations Group Critical Incident Team, 2013 to present
- Clinical Director – Round Rock Police Department Critical Incident Team, 2013 to present
- Clinical Director – Cedar Park Police Department Critical Incident Team, 2013 to present
- Member of World Trade Center Disaster Debriefing Team for US Customs Service and New York Police Department in New York City – 2001-2002
- Member of Oklahoma Disaster Debriefing Team for Police, Fire and Morgue Crew - May 1995

DIGITAL VERSATILE DISC (DVD)

- Pratt, R. (Director). (2006). *Between Iraq and a Hard Place* [DVD]. Los Angeles, CA: Pratt Brothers Entertainment.

PUBLICATIONS

- Glenn, T. (2017) First Responder Resilience: Caring for Public Servants. Progressive Rising Phoenix Press.
- Glenn, T. (2017) Protected But Scared. Progressive Rising Phoenix Press.
- Glenn, Tania. (2015, June/July). Resilience. Air Beat.
- Glenn, Tania. (2010, March/April). Returning to Law Enforcement after Deployment. Air Beat.
- Glenn, T. & Tillman, B. (2008) Critical Incident Response: Personal and Professional Readiness for the Human Side of Crisis. Convergent Books, Memphis.
- Glenn, Tania. (2008, March/April). Does Tragedy Affect Men and Women Differently? Air Beat.
- Glenn, Tania. (2007, September/October). Extreme Stressors: How to Find Relief. Air Beat.
- Glenn, Tania. (2006, November/December). Dual Missions: Law Enforcement and Air Medical Operations. Air Beat.
- Glenn, Tania & Williams, David. (2006, November). Caring for the Caregiver. Emergency Medical Services.

Exhibit "A"

- Glenn, Tania. (2006, July/August). Risky Business for Elite Officers. Air Beat.
- Glenn, Tania. (2006, May/June). Nerves of Steel: Factors in Psychological Resilience. Air Beat.
- Glenn, Tania. (Vol. 8, Number 2: Spring 2006). The Unified Approach of Management and Critical Incident Stress Management: Helping Flight Attendants and Pilots in the Aftermath of September 11. International Journal of Emergency Mental Health.
- Glenn, Tania. (2006, March/April). Peak Performance: How to Restore, Repair and Prepare. Air Beat.
- Glenn, Tania. (2005, November/December). From Impact to Recovery: The Aftermath of Disasters for First Responders. Air Beat.
- Glenn, Tania. (2005, May/June). Working Beyond Grief. Air Beat.
- Glenn, Tania. (2005, March/April). Nightmares and Night Terrors. Air Beat.
- Glenn, Tania. (2004, November/December). Crash Aftermath. Air Beat.
- Glenn, Tania. (2004, September/October). Leadership Styles in Times of Crisis. Air Beat.
- Glenn, Tania. (2004, May/June). Nerves of Steel: How Cops Cope. Air Beat.
- Glenn, Tania. (2004, January/February). Helping Families Cope With Stress. Air Beat.
- Glenn, Tania. (2003, September/October). Critical Incident Stress Management. Air Beat.
- Glenn, Tania. (2001, November). Critical Incident Stress Management. NASW Texas: Austin Unit News. Volume 9, Number 5.
- Glenn, Tania & Stanton, J. (2001, July/August). Critical Incident Stress Management. Air Beat 2001 Conference Issue.
- Glenn, Tania. (1998, Summer). A follow-up study: CISM and a Central Texas Tornado. Life Net 9, (2) p. 4.

PRESENTATIONS

11/18 Virginia EMS Symposium. *Trauma and Resilience*. Norfolk, VA.
 10/18 EMS World Expo. *Trauma and Resilience*. Nashville, TN.
 08/18 Keynote – St. Vincent's Hospital Annual Conference. *Trauma and Resilience*.
 Evansville, IN.

Exhibit "A"

07/18 National Homeland Security Conference. *Psychological Care for First Responders During Disasters*. New York, NY.

07/18 Airborne Public Safety Association Conference. *Trauma and Resilience*. Louisville, KY.

06/18 Texas State Fire Chief's Association Conference. *Trauma and Resilience*. Georgetown, TX.

06/18 St. Louis Children's Hospital Critical Care Transport Team Safety Symposium. *Trauma and Resilience*. St. Louis, MO.

05/18 Texas Champions for Justice Annual Conference. *Resilience*. Georgetown, TX.

11/17 Keynote Speaker, 12th Annual Homeland Security Professionals Conference and Exposition. *Resilience in the Aftermath of Terror*. Orlando, FL

09/17 Keynote Speaker, General Aviation Manufacturers Association Air Safety Investigators Workshop. *Trauma and Resilience*. Dallas, TX.

09/17 Keynote Speaker, Aircraft Rescue and Fire Fighting 28th Annual Conference. *Trauma and Resilience*. Louisville, KY.

09/17 Keynote Speaker, Arizona DHS EMS Resiliency, Wellness and Safety Summit. *Trauma and Resilience*. Phoenix, AZ.

08/17 Keynote Speaker, Texas DSHS Substance Abuse Offender Conference. *Substance Abuse and PTSD*. Dallas, TX.

05/17 Keynote Speaker, St. Vincent's EMS Education Emergency Medicine Symposium. Indianapolis, IN.

05/17 Keynote Speaker, International Critical Incident Stress Foundation's World Congress. *Law Enforcement Support, Ft. Lauderdale Active Shooter*. Baltimore, MD.

03/17 Keynote Speaker, First Responder Conference. Weyers Cave, VA.

03/17 Helicopter Association International HELI-EXPO. *STARFlight Resilience*. Dallas, TX.

07/16 State of Arizona Fire Chief's Conference. *Trauma and Resilience*. Glendale, AZ.

10/15 Keynote Speaker, Des Moines First Responder Conference, Des Moines, IA.

09/15 Keynote Speaker, General Aviation Consortium. Kansas City, MO.

07/15 Airborne Law Enforcement Association 43rd Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* Houston, TX.

07/14 Texas State School Law Enforcement Officer Association Keynote Speaker. *"Traumatic Events Management."* Corpus Christi, TX.

06/14 Hospital Wing's Wing Fling Keynote Speaker. *"Traumatic Events Management."* Memphis, TN.

05/14 GovSec East Keynote Speaker. *"Traumatic Events Management."* Washington, DC.

11/13 GovSec West Keynote Speaker. *"The Ugly Aftermath of Terrorism: Personal and Professional Resilience."* Dallas, TX.

07/13 Airborne Law Enforcement Association 43rd Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* Orlando, FL.

07/12 Airborne Law Enforcement Association 42nd Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* Reno, NV.

07/11 Airborne Law Enforcement Association 41st Annual Conference. *"Daily and*

Exhibit "A"

Critical Incident Stress Management: Personal and Professional Readiness" and *"Working with Aircraft Accident Survivors."* New Orleans, LA.

07/10 Airborne Law Enforcement Association 40th Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* Tucson, AZ.

07/09 Airborne Law Enforcement Association 39th Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* Orlando, FL.

07/08 Airborne Law Enforcement Association 38th Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* Houston, TX.

06/08 Washington State Communications Conference. *"Critical Incident Stress Management: Personal and Professional Readiness."* Seattle, WA.

07/07 Airborne Law Enforcement Association 37th Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* Orlando, FL.

07/06 Airborne Law Enforcement Association 36th Annual Conference. *"Daily and Critical Incident Stress Management: Personal and Professional Readiness"* and *"Working with Aircraft Accident Survivors."* New Orleans, LA.

11/05 Texas EMS 20th Annual Conference. *"Out of the Field and Into the Communications Center."* Austin, TX.

09/05 Airborne Law Enforcement Association Western Regional Safety Seminar. *"State of Emergency: Suicide in Law Enforcement."* Burbank, CA.

09/05 American Eurocopter 2005 Pilot Safety Seminar. *Critical Incident Stress Management."* Dallas, TX.

07/05 Airborne Law Enforcement Association 35th Annual Conference. *"State Of Emergency"* and *"Strengthening Airborne Law Enforcement Teams."* Reno, NV.

04/05 Association of Traumatic Stress Specialists. *"Nerves of Steel: Factors in Psychological Resilience."* Dallas, TX.

04/05 Texarkana College Annual Mental Health Update. *"Traumatic Stress"* and *"Current Interventions in Traumatic Stress."* Texarkana, TX.

02/05 International Critical Incident Stress Foundation's Eighth World Congress on Stress, Trauma and Coping. *"Building Resiliency in Aviation Teams."* Overall Coordinator of Aviation Seminar. Baltimore, MD.

11/04 Austin/Travis County STAR Flight Texas Air Medical Survival Conference. *"Crew Resource Management."* Austin, TX.

07/04 Airborne Law Enforcement Association 34th Annual Conference. *"Nerves of Steel: How Cops Cope."* Charlotte, NC.

04/04 Airborne Law Enforcement Eastern Regional Safety Seminar. *"Critical Incident Stress Management."* Cincinnati, OH.

04/04 Airborne Law Enforcement Southeastern Regional Safety Seminar. *"Critical Incident Stress Management."* Tampa, FL.

01/04 Dallas and Tarrant County Health Systems. *"Critical Incident Stress Management."* Fort Worth, TX.

11/03 Texas EMS 18th Annual Conference. *"Ground Crew Resource Management."* San Antonio, TX.

11/03 David D. Miller 14th Annual Trauma Symposium. *"Critical Incident Stress Debriefing and Trauma"* and *"Stress: In Our Line of Work – It's Forever."*

Exhibit "A"

- Springfield, MO
- 09/03 Airborne Law Enforcement Association Western Regional Safety Seminar. *"Critical Incident Stress Management."* Newport Beach, CA.
- 07/03 Airborne Law Enforcement Association 33rd Annual Conference. *"Critical Incident Stress Management"* and *"Human Factors."* Wichita, KS.
- 04/03 Annual Training for Southwest Airlines' Family Response Team Leaders. Dallas, TX.
- 03/03 Memorial Hospital's 4th Annual Trauma Symposium: A Multidisciplinary Approach to Trauma Care. *"Staring into the Abyss: The Revolving Door Of Trauma."* South Bend, IN.
- 02/03 International Critical Incident Stress Foundation's Seventh World Congress on Stress, Trauma and Coping. *"Maintaining a Pulse on the Aviation CISM Team"* and *"The National EMS Stress Survey."* Baltimore, MD.
- 11/02 Texas EMS 17th Annual Conference. *"Violence in the Workplace: Stalking And Adult/Adolescent Mass Murders."* Austin, TX.
- 11/02 National Association of Social Workers – Texas Chapter 26th Annual Conference. *"We Will Never Be the Same: A Social Worker's Role In Assisting After the Attacks on the World Trade Center."* Houston, TX.
- 10/02 Society for Social Work Leadership in Health Care-Texas Chapter. *"Violence In the Workplace: Prevention and Intervention,"* Dallas, TX.
- 7/02 Airborne Law Enforcement Association 32nd Annual Conference. *"Critical Incident Stress Management,"* Tucson, AZ.
- 05/02 Regional Trauma Conference. *"Beyond Critical: The Impact of Catastrophic Events on First Responders."* Austin, TX.
- 01/02 Institute for Integral Development 23rd Annual Training Institute on Addictions. *"Critical Incident Stress Management Workshop Series."* Clearwater Beach, FL.
- 11/01 Texas EMS 16th Annual Conference. *"Malingering and Deception."* Austin, TX.
- 10/01 Austin Chapter of the Emergency Nurses Association Fall Symposium. *"Munchausen Syndrome by Proxy: Assessment and Intervention."* Austin, TX.
- 10/01 KFNX Radio. *"Workplace Violence Today"* guest speaker. Domestic Violence As It Relates to the Workplace, Phoenix, AZ.
- 8/01 Airborne Law Enforcement Association 31st Annual Conference. *"Critical Incident Stress Management,"* San Antonio, TX.
- 7/01 International Critical Incident Stress Foundation. *"CISM: Applications with Air Medical and Critical Care Transport."* Las Vegas, NV.
- 6/01 Austin Police Department (Quarterly training). *"Clinical Assessment of Malingering and Deception,"* Austin, TX.
- 1/01 Austin Emergency Medical Services In service, *"Munchausen Syndrome by Proxy: Assessment and Intervention,"* Austin, TX.
- 12/00 Texas Department of Health, *"Violence in the Workplace,"* Austin, TX.
- 11/00 Texas EMS 15th Annual State Conference, *"Munchausen Syndrome by Proxy: Assessment and Intervention,"* Austin, TX.
- 10/00 Texas Chapter of the Society for Social Work Leadership in Health Care of the American Hospital Association, *"Hospital-Based Critical Incident Stress Management,"* Austin, TX.
- 10/00 Air Medical Transportation Conference, *"Critical Incidents in Communications,"* Salt Lake City, UT.
- 09/00 Travis County Department of Emergency Services "Acute Illness and Injury in the

Exhibit "A"

- Workplace IV", *"Violence in the Workplace: Awareness and Recognition*, Austin, TX.
- 07/00 Airborne Law Enforcement Association, 30th Annual National Conference, *"Critical Incident Stress Management*," Albuquerque, NM.
- 03/00 Association of Traumatic Stress Specialists, 12th Annual National Conference, *"START for CISM-Responding to Ground and Air Medical Disasters*," San Antonio, TX.
- 11/99 Texas EMS Fourteenth Annual State Conference, *"Responding to Ground and Air Medical Disasters*," Austin, TX.
- 10/99 Texas Chapter of the Society for Social Work Leadership in Health Care of the American Hospital Association, *"Critical Incident Stress Management*," Austin, TX.
- 11/98 Texas EMS Thirteenth Annual State Conference, *"Crisis Intervention 101,"* and *"Critical Incidents in Communications*," Austin, TX.
- 09/97 Austin Community College Disaster Management in Jarrell Conference. *"The Role of CISM in Jarrell*," Austin, TX.
- 08/97 Texas State CISM Disaster Conference. *"A Texas Tornado and the CISM Response*." San Marcos, TX
- 06/97 Texas Drug Abuse Resistance Education (DARE) Officer's Association Statewide Conference. *"Mental Wellness and Stress Management for the DARE Officer*." Austin, TX.
- 04/97 International Critical Incident and Stress Foundation's Fourth World Congress on Stress, Trauma and Coping in Emergency Services: *"Did You Hear What I Just Heard? Critical Incidents in Communications*." Baltimore, MD.
- 09/96 Texas Department of Criminal Justice, Crime Victims Clearing House, *"The Rescuer Personality*," Corpus Christie, TX.
- 11/95 Texas EMS Tenth Annual State Conference, *"Team Building Your CISM Team,"* *"Maintaining a Healthy CISM Team,"* and *"Critical Incident Stress Management,"* Ft. Worth, TX.
- 04/95 International Critical Incident Stress Foundation's Third World Congress on Stress, Trauma and Coping in Emergency Services: *"EMS Wellness*". Baltimore, MD.
- 02/95 Austin Emergency Medical Services. *"Working with Drug and Alcohol Abuse Patients*", Austin, TX.
- 05/94 Sexual Assault Nurse Examiners. *"Working with Trauma Survivors: Crisis Intervention, and Community Resources,"* The University of Texas at Austin, School of Nursing, Austin, TX.

(Rev. 11/17)

Exhibit "A"



**Texas State Board of
Social Worker Examiners**

certifies that the person identified below is a

**Licensed Clinical Social Worker
Tania Glenn**

License Number 19357
Control Number 168002

Expires 4/30/2020

Jim Brown, LCSW

Cardholder Signature

Presiding Officer

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

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

Dr. Tania Glenn & Associates, PA
Cedar Park, TX United States

Certificate Number:
2019-442475

Date Filed:

01/17/2019

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, TX

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

Psychological services and training

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.



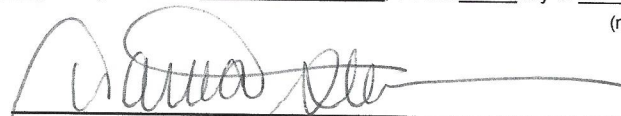
6 UNSWORN DECLARATION

My name is Tania Glenn, and my date of birth is 04-01-1969.

My address is 1001 Cypress Creek Rd #403, Cedar Park, TX, 78613, 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 17th day of January, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Listing Agreement with Brinegar Properties for the property located at 900 and 910 Heritage Center Circle, Round Rock, Texas.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director:

Cost:

Indexes:

Attachments: Resolution

Department:

Text of Legislative File 2019-0139

RESOLUTION NO. R-2019-0139

WHEREAS, the City of Round Rock (“City”) is the owner of real properties located at 900 and 910 Heritage Center Circle in Round Rock, Williamson County, Texas; and

WHEREAS, the City desires to sell said properties; and

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the Commercial Real Estate Listing Agreement Exclusive Right to Sell with Brinegar Properties, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 14th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT
"A"

TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: City of Round Rock

Address: 221 E. Main Street

City, State, Zip: Round Rock, TX 78664

Phone: (512)218-5401

Fax: _____

E-Mail: bwilliams@roundrocktexas.gov

Broker: Brinegar Properties

Address: 401 W Anderson Ave

City, State, Zip: Round Rock, TX 78664-4307

Phone: (512)940-0188

Fax: _____

E-Mail: bb@512texas.com

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

2. PROPERTY:

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

Address: 900 & 910 Heritage Center Circle

City: Round Rock

County: Williamson78664

Zip: _____

Legal Description (Identify exhibit if described on attachment): _____

WCAD Parcel #R087756: Heritage Center, Lot 3, Acres 6.549

AND

WCAD Parcel #R087757: Heritage Center, Lot 4, Acres 1.006

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

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 2,400,000.00
Two Million, Four Hundred Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except N/A

4. TERM:

- A. This Listing begins on March 15, 2019 and ends at 11:59 p.m.
on December 31, 2019. Seller may terminate this Listing on notice to Broker any time
after December 31, 2019.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

- ☒ (1) 6.000 % of the sales price.
☐ (2) _____

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
 - (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
 - (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
 - (5) Seller breaches this Listing.
- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
- (1) the closing and funding of any sale or exchange of all or part of the Property;
 - (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
 - (3) Seller's breach of this Listing; or
 - (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) N/A % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

- (2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) N/A % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;

☐ (b) N/A % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or

☐ (c) _____.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

- (3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

- (5) Other Fees and/or Reimbursable Expenses: N/A

_____.

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days.

Commercial Listing concerning _____

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Williamson County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before N/A to any of the following persons: N/A (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) N/A % of the sales price if Seller sells the Property;
- (2) N/A % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____; and
- (3) _____.

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☒ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. **ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

- ☒ A. **Intermediary Status:** Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☐ B. **No Intermediary Status:** Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ♦ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):

Commercial Listing concerning _____

- (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. (Check only one box.)
 - ☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TAR-1408).

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- ☒ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.

- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
- (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- ☒ A. Information About Brokerage Services (TAR-2501)
☐ B. Property Description Exhibit identified in Paragraph 2
☐ C. Condominium Addendum to Listing (TAR-1401)
☐ D. Commercial Property Condition Statement (TAR-1408)
☐ E. Information About On-Site Sewer Facility (TAR-1407)
☐ F. Information about Special Flood Hazard Areas (TAR-1414)
☐ G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Partial Sales or Leases:** If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: City of Round Rock

Broker:

Broker / Company Name: Brinegar Properties

By: _____

License No. 9002570

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

By (signature): _____

Printed Name: Brentley Brinegar

Title: Broker License No. 589701

Date: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____



11/2/2015

Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

Brinegar Properties	9002570	bb@512texas.com	(512)940-0188
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Brentley Brinegar	589701	bb@512texas.com	(512)940-0188
Designated Broker of Firm	License No.	Email	Phone
Brentley Brinegar	589701	bb@512texas.com	(512)940-0188
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Brentley Brinegar	589701	bb@512texas.com	(512)940-0188
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Updated Consumer

Brinegar Properties, 401 W Anderson Ave Round Rock TX 78664
Brentley Brinegar

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 512.940.0188

Fax:





City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Prime Construction Company, Inc. for the Adult Recreation Complex Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$385,793.34

Indexes: 2017 General Obligation Bonds

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2019-0140

This Change Order to the contract with Prime Construction Company, Inc. (PCCI) includes import material for use on Field #2 and under the fire lane leading to the complex. The City agreed to provide import material from a City stockpile as part of an agreement to switch subcontractors. All parties surveyed the stockpile and thought there would be enough material. However, estimates were incorrect and the stockpile did not hold enough material to finish out the project. Additionally, this Change Order includes the difference to include parking lot retention. During the bid process, City comments necessitated the change in the type of retention for the parking lot. Originally, it was planned to retain the parking lot water in a center island, but it was preferred to do a small detention pond instead. Finally, this Change Order includes a credit for the reuse irrigation tie-in. The project called for a full meter, vault, and pressure reduction valve as part of the plans, but after evaluating the existing system, it was determined that those were already installed.

The Adult Recreation Complex at Old Settlers Park includes construction of two (2) lighted recreational softball fields, a small restroom facility, spectator seating and shade, flexible field space, and parking. This project will serve as the first phase of the Recreation Complex and will replace the two softball fields currently located in McNeil Park which will be removed as part of the Nutty Brown Development.

Cost: \$385,793.34

Source of Funds: 2017 General Obligation Bonds

RESOLUTION NO. R-2019-0140

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Prime Construction Company, Inc. for the Adult Recreation Complex Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 2, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 2 to the Contract with Prime Construction Company, Inc. for the Adult Recreation Complex 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 14th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Approvals			
Contractor:		Brian Ritter, President, Prime Construction Company Inc.	2/21/2019
City Project Manager:		KATIE BAKER, PARK DEV. MGR	2/21/19
Mayor/City Manager:			

Project Name: Adult Recreation Project

Change Order Data

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
1	Import Material - Field 2	LS	1	\$132,119.50	\$132,119.50	
2	Import Material - Fire Lane	LS	1	\$267,102.00	\$267,102.00	
3	Field 2 Material Relocations	LS	1	\$19,351.00	\$19,351.00	
4	Credit - Import from City Stockpile	LS	1	-\$71,617.28	-\$71,617.28	
5	Parking Lot Retention	LS	1	\$10,516.00	\$10,516.00	
6	Credit - Reuse Irrigation Tie-In	LS	1	-\$6,750.00	-\$6,750.00	
7	OH/P	LS	1	\$35,072.12	\$35,072.12	
8	Rain Delays	EA	10	\$0.00	\$0.00	10
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$385,793.34	10

Project Name: Adult Recreation Project

Quantity Adjustment Data

Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
TOTALS:					\$0.00	0

Old Settlers Park Adult Recreation Complex

Change Order #2 Summary

Date: 02/19/2019

Change Order #2 to the contract with PCCI includes changes to the current phase of construction. These changes include:

Import Material - Field 2: The City provided import material to the contractor as part of project negotiations. When the original dirt contractor was asked to leave the job, the City agreed to provide material to offset the increased cost for the new subcontractor. Despite early estimates, the material provided was not sufficient to complete the job. To maintain the integrity of the fields it was not possible to utilize onsite, high clay material to finish the fields. This type of material would cause excessive shrinking and swelling of the fields, leading to cracks and/or excess water during rain events. Suitable import material needs to be trucked in from Texas Crushed Stone.

Cost: \$132,119.50

Import Material – Fire Lane: Similar to above, additional material is needed to complete the Fire Lane to the complex.

Cost: \$267,102.00

Field #2 Material Relocation: While hauling material from the City stockpile, it was unknown to the City, Inspectors, and Contractor that the material had changed from a suitable material to an unsuitable material. Therefore, one entire lift of the material was installed on the fields. After experiencing failing tests, it was determined that the material had changed and was no longer suitable for use. This material was higher in clay content than allowed. Because of its location in the field profile, it was necessary to move the material so it was lower in the profile and at a consistent depth (so all portions of the field will respond similarly).

Cost: \$19,351.00

Credit - Import from City Stockpile: Since not all material from the City stockpile was utilized (material proctor changed and material was no longer suitable for use in the project), the remainder of the contracted amount was not used and credited back.

Cost: (\$71,617.28)

Parking Lot Retention: During final review, City comments necessitated the change in types of retention for the parking lot. Originally, the parking lot runoff was supposed to be retained in the parking lot island. During review, the question was raised as to if that would be enough retainage and a detention pond was requested. Plans were already out to bid, so this was a post-proposal modification to the plans.

Cost: \$10,516.00

Credit - Reuse Irrigation Tie-In: Design plans called for an irrigation service tap, meter, pressure reducing valve, vault, etc. as part of the irrigation service. However, it was determined onsite that the irrigation line was already metered and isolated, so a direct tie-in would be possible.

Cost: (\$6,750.00)

Subtotal this Change Order: \$350,721.22

OH/P: \$35,072.12

TOTAL: \$385,793.34



PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799

(fax) 512.990.9886

CHANGE ESTIMATE NO. 2

Project: OSP ADULT RECREATION COMPLEX PHASE 1

Date: 2-21-2019

Contract No.: NONE

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **City of Round Rock, TX** (Owner):

SCOPE:

Furnish and install all materials, tools, and labor required for the following scopes of work

1. Time extension due to delays caused by weather: 10 days \$0.00
 - 12/1/18 – 12/31/18: 7 days
 - 1/1/19 – 1/31/19: 3 days
 - Note: A. Days noted are in addition to contracted weather days allowed
B. Days do not include delays due to import material
2. Import material – Field 2
 - Import up to 10,025 ton of approved fill material from Texas Crushed Stone \$132,119.50
 - Remobilization: \$4,000.00
 - Material: \$6.33/ton - \$63,458.25
 - Trucking: \$6.45/ton - \$64,661.25
3. Import material – Site
 - Import up to 20,900 tons of approved fill material from Texas Crushed Stone \$267,102.00
 - Material: \$6.33/ton - \$132,297.00
 - Trucking: \$6.45/ton - \$134,805.00
4. Field #2
 - Excavate, Move and Recompact material on field 2 \$19,351.00
 - 1,786cy
5. Deduct for remaining value of earthwork import per contract < \$71,617.28 >



PRIME CONSTRUCTION COMPANY, INC.

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20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799

(fax) 512.990.9886

6. Parking Lot Retention \$10,516.00

- Storm Sewer:
 - Add 6" Concrete Trickle Channel: \$6,696.00
 - Deduct: 24" RCP: < \$11,900.00 >
 - Deduct: Trench Protection: < \$97.00 >
- Parking Lot:
 - Concrete curb and gutter: \$19,089.00
 - Deduct Ribbon Curb: < \$8,310.00 >
 - Additional excavation: \$0.00
 - Additional fill: \$0.00
- Pond
 - Additional excavation: \$5,038.00
 - Additional fill: \$0.00

7. Reuse Irrigation Tie-In < \$6,750.00>

- Credit: <\$11,750.00>
 - Unused supply side labor, materials, equipment and manpower for the 4" Water Meter Vault Assembly including the vault.
- Add: \$5,000.00
 - 6" direct wet connection
 - Mobilization
 - 6" WET Connect (Tie-In to Existing 6" Riser With 90 Bend)
 - 6" PVC Reclaimed Water
 - 4" PVC Reclaimed Water
 - 4" Gate Valve

Subtotal: \$ 350,721.22

OHP: \$ 35,072.12

Change Estimate 02 Total: \$ 385,793.34

Prime Construction Company Inc.

2-21-2019

Signature / Date

Brian Ritter

Printed Name



Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
United States

Printed on Mon Feb 4, 2019 at 08:47 am CST
Job #: 02.18008 Old Settlers Park
3255 TC Oatts
Round Rock Texas, 78665

Daily Log Weather Delays For Old Settlers Park

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
01/28/19	Wet/Muddy	Calm	Cloudy		Mild			Site still too wet to run trucks .	
01/27/19	Wet/Muddy	Calm	Clear		Mild			Rain all last night. Site Saturated	
01/23/19	Wet/Muddy	Light Wind	Cloudy		Cold			Rain last night. Site saturated	
01/13/19	Wet/Muddy	Light Wind	Cloudy		Cold			Site still too wet to work	
01/12/19	Wet/Muddy	Light Wind	Clear		Cold			Site Saturated due to heavy rain last night.	
01/06/19	Wet/Muddy	Light Wind	Clear		Mild			WWTP Import too wet	
01/05/19	Wet/Muddy	Light Wind	Clear		Mild			Import too wet to run trucks from WWTP.	
01/04/19	Wet/Muddy	Light Wind	Clear		Cold			Too wet to work dirt	
01/03/19	Wet/Muddy	Light Wind	Rain		Cold			Rain this morning. Site Saturated	
01/02/19	Wet/Muddy	Calm	Rain		Cold			Rain all day	



PRIME CONSTRUCTION COMPANY INC.
20907 Martin Lane
Phlogerville, Texas 78660
United States

Printed on Mon Feb 4, 2019 at 08:44 am CST
Job #: 02.18008 Old Settlers Park
3255 TC Oatts
Round Rock Texas. 78665

Daily Log Weather Delays For Old Settlers Park

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
12/31/18	Wet/Muddy	Calm	Cloudy		Cold			Site Saturated	
12/30/18	Wet/Muddy	Calm	Rain		Cold			Rain all day	
12/29/18	Wet/Muddy	Calm	Cloudy		Cold			Site Saturated. Too muddy to work	
12/28/18									
12/28/18									
12/28/18	Wet/Muddy	Calm	Cloudy		Cold			Site Saturated.	
12/27/18	Wet/Muddy	Calm	Clear		Cold			Site Saturated	
12/26/18	Wet/Muddy	Calm	Rain		Cold			Rain out	
12/10/18	Wet/Muddy	Light Wind	Clear					Ground saturated (see pics)	
12/09/18	Wet/Muddy	Light Wind	Cloudy		Cold			Site Saturated	
12/08/18	Wet/Muddy	Light Wind	Cloudy		Cold			Site saturated	
12/07/18	Wet/Muddy	Light Wind	Rain		Cold			Rain last night and throughout all day.	
12/06/18	Wet/Muddy	Calm	Overcast		Cold			Rain off and on in the late morning then heavier drizzle with rain in afternoon. Dirt coagulating in articulated dump trucks bed. Slowed production - 30% productivity. rubber tire equipment had a lot of wheel spin due to rain, hindering production	
12/03/18	Wet/Muddy	Light Wind	Cloudy		Cold			Articulated dump truck kept getting dirt stuck in the dump bed. Lost production due to having to stop to scrape it out with front end loader. Rain also effected our proof roll at west side of firelane.	
12/02/18	Wet/Muddy	Light Wind	Clear		Mild			Site too wet to work dirt	



Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
United States

Printed on Mon Feb 4, 2019 at 08:44 am CST

Job #: 02.18008 Old Settlers Park
3255 TC Oatts
Round Rock Texas, 78665

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
12/ 01/ 18	Wet/Muddy	Light Wind	Clear		Mild			Rain last night saturated site.	

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.**

Ritter, Botkin Prime Construction Company Inc.
Pflugerville, TX United States

Certificate Number:
2019-459666

Date Filed:
03/04/2019

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, TX

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
OSP Adult Recreation Complex Phase 1

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 Brian Ritter, and my date of birth is 03-26-71.

My address is 20907 Martin Lane, Pflugerville, TX, 78660, US.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 4TH day of March, 20 19.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance amending Chapter 42, Article V, Code of Ordinances (2018 Edition), regarding roadway impact fees. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance

Department: Transportation Department

Text of Legislative File 2019-0124

Kimley-Horn and Associates Inc. has developed the 2018 Roadway Impact Fee Study and established a maximum fee that can be implemented under state law. The first reading of the ordinance adopting the maximum proposed roadway impact fee per service unit is tonight and the second reading is scheduled for March 14, 2019.

On January 24, 2019, Council held a public hearing and adopted the land use assumptions and capital improvement plan from the study. On February 18, 2019, Council held the final required public hearing on the maximum proposed roadway impact fee per service unit.

The amount of the maximum proposed roadway impact fee per service unit is as follows:

Service Area A: \$2,678 / vehicle-mile

Service Area B: \$2,933 / vehicle-mile

Service Area C: \$2,511 / vehicle-mile

The City Council may implement a different fee than shown above, but the fee cannot exceed the maximum proposed fee allowed by law.

According to the 2017 Transportation Master Plan, over \$1 billion in new roadway capacity is needed to accommodate future growth in the City of Round Rock. Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Impact fees are meant to recover the incremental cost of the impact of each new unit of development. In the case of Roadway Impact Fees, the infrastructure need is the increased capacity on arterial and

collector roadways that serve the overall transportation system .

The 2018 Roadway Impact Fee Study determined the maximum impact fee per unit of new development chargeable in accordance with the enabling legislation, Chapter 395 of the Texas Local Government Code. The actual fee amount ultimately assessed is at the discretion of the Round Rock City Council, so long as it does not exceed the maximum assessable fee allowed by law. The study looks at a period of 10 years to project new growth and corresponding capacity needs, as required by state law. The study and corresponding maximum fees must be restudied at least every five years. However, the study can be updated at any time to accommodate significant changes in any of the key variables of the impact fee equation.

On February 6, 2019, the Capital Improvements Advisory Committee (CIAC) reviewed the maximum impact fee per unit of new development necessary to fund these improvements and provided the Committee's findings for consideration by the City Council. That meeting was required by Chapter 395 of the Texas Local Government Code.

ORDINANCE NO. O-2019-0124

AN ORDINANCE AMENDING CHAPTER 42, ARTICLE V, CODE OF ORDINANCES (2018 EDITON), CITY OF ROUND ROCK, TEXAS, REGARDING ROADWAY IMPACT FEES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 42, Article V, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby replaced in its entirety and shall read as follows:

CHAPTER 42 – TRAFFIC AND VEHICLES

ARTICLE V. ROADWAY IMPACT FEES

Sec. 42-500. Short title.

This Article V. shall be known and cited as the Round Rock Roadway Impact Fees.

Sec. 42-501. Purpose.

This Article V. is intended to ensure the provision of adequate roadway facilities to serve new development in the city by requiring each development to pay its share of the costs of such improvements necessitated by and attributable to such new development.

Sec. 42-502. Authority.

This Article V. is adopted pursuant to V.T.C.A., Local Government Code Ch. 395 and the city Charter. The provisions of this Article shall not be construed to limit the power of the city to utilize all powers and procedures authorized under V.T.C.A., Local Government Code Ch. 395, or other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Article. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Article.

Sec. 42-503. Definitions.

Assessment means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this Article.

Capital improvement means a roadway facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the city (including the city's share of costs for roadways and

associated improvements designated as a numbered highway on the official federal or state highway system). "Capital improvement" includes a newly constructed roadway facility or the expansion of an existing roadway facility necessary to serve new development.

City means the City of Round Rock, Texas.

Credit means an amount equal to:

- (a) That portion of ad valorem tax revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
- (b) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the roadway improvements plan.

(*Credit* is not to be confused with *offset* which is defined below.)

Development unit(s) is the expression of the size of each land use planned within a particular development and is used to compute the number of service units consumed by each individual land use application.

Final plat approval means the point at which the applicant has complied with all conditions of approval and the plat has been released for filing with the county. This term applies to both original plats and replats.

Final plat recordation means the point at which the applicant has complied with all conditions precedent to recording an approved final plat in the county, including the final completion of and acceptance by the city of any infrastructure or other improvements required by the subdivision ordinance or any other ordinance and the plat is filed for record with the county clerk's office.

Land use assumptions means and includes a description of the service areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the city, as may be amended from time to time, in each service area over a ten-year period upon which the roadway improvements plan is based. The land use assumptions are set out in the most recently updated land use assumptions for roadway impact fees adopted by resolution of the city council as amended from time to time.

Land use vehicle-mile equivalency tables or *LUVMET* are tables set forth in Section 42-505(c) that provide the standardized measure of consumption or use of roadway facilities attributable to a new development based on the land use category of the development and historical data and trends applicable to the city during the previous ten years. The LUVMET recognizes and expresses the magnitude of the transportation demand created by different land use categories within a particular development and allow different uses of land to more accurately bear the cost and expense of the impacts generated by such uses. The LUVMET expresses the number of service units consumed by each individual land use application as "vehicle miles (per development unit)."

Maximum assessable roadway impact fees mean the fees set out in Schedule 42-505(a).

New development means a project involving the subdivision of land and/or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land which has the effect of increasing the requirements for capital improvements, measured by an increase in the number of service units to be generated by such activity, and which requires either the approval and filing with the county of a plat pursuant to the city's subdivision ordinance or the issuance of a building permit.

Offset or offsets means the amount of the reduction of an impact fee designed to fairly reflect the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established or pursuant to city council-approved administrative guidelines which value shall be credited on an actual cost basis against roadway facilities impact fees otherwise due from the development. (*Offset* is not to be confused with "*credit*", which is defined above.

Recoup means to reimburse the city for capital improvements which the city has previously installed or caused to be installed.

Roadway means any freeway, expressway or arterial or collector streets or roads designated in the city's adopted master thoroughfare plan, as may be amended from time to time. The term includes the city's share of costs for roadways designated as a numbered highway on the official federal or state highway system.

Roadway facility means an improvement or appurtenance to a roadway which includes, but is not limited to, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the roadway; street lighting or curbs. "Roadway facility" also includes any improvement or appurtenance to an intersection with a roadway officially enumerated in the federal or state highway system. "Roadway facility" includes the city's share of costs for roadways and associated improvements designated as a numbered highway on the official federal or state highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, drainage appurtenances, and rights-of-way. "Roadway facility" excludes those improvements or appurtenances to a roadway which are site-related facilities.

Roadway impact fee means a charge or assessment imposed by the city, as set forth in Section 42-505(b), against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. "Impact fees" or "roadway impact fees" do not include road escrow payments for site-related facilities imposed under facility agreements in existence on the 1st day of January, 2020. The term also does not include dedication of rights-of-way or easements or construction or dedication of drainage facilities, streets, sidewalks, or curbs if the dedication or construction is required by the subdivision ordinance and is necessitated by and attributable to the new development.

Roadway improvements plan identifies the capital improvements or facility expansions and associated costs for each roadway service area that are necessitated by and which are attributable to new development within the service area, for a period not to exceed ten years, which capital improvements are to be financed in whole or in part through the imposition of roadway impact fees pursuant to this Article. The roadway improvements plan and land use assumptions were adopted by resolution of the city council, and may be amended from time to time.

Roadway service area means the geographic area(s) within the city's corporate limits, which do not exceed six miles and within which geographic area(s) roadway impact fees for capital improvements will be collected for new development occurring within such area, and within which fees so collected will be expended for those capital improvements identified in the roadway improvements plan to be located within the roadway service area. "Roadway service area" does not include any land outside the city limits.

Service unit means one vehicle mile of travel in the afternoon peak hour of traffic and is also referred to as a "vehicle mile."

Service unit equivalent means the amount of capacity created by contribution of a capital improvement on behalf of a new development, expressed in vehicle miles.

Site-related facility means an improvement or facility which is constructed for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway facilities to serve the new development and which is not included in the roadway improvements plan and for which the developer or property owner is solely responsible under the subdivision, and/or other applicable, regulations.

System facility means a capital improvement which is designated in the roadway improvements plan and which is not a site-related facility. A system facility may include a capital improvement which is located off-site, within, or on and along the perimeter of the new development site.

Sec. 42-504. Service areas and applicability.

- (a) The City is hereby divided into three roadway service areas as shown on the official roadway service area map. The official roadway service area map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this Article. The official roadway service area map shall be identified by the signature of the mayor attested by the city clerk and bearing the seal of the City of Round Rock under the following words:

"This is to certify that this is the official roadway service area map referred to in Subsection 42-504 of the Code of Ordinances, City of Round Rock, Texas, 2010."

- (b) The provisions of this Article apply to all new development within the service areas described above. The provisions of this Article apply uniformly within each roadway service area.

Sec. 42-505. Roadway impact fees per service unit.

- (a) The maximum assessable roadway impact fee per service unit for each roadway service area shall be as set forth in the table below:

Schedule 42-505 (a)	
MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT	
Service Area A	\$ 2,678
Service Area B	\$ 2,933
Service Area C	\$ 2,511

- (b) The roadway impact fee per service unit for all service areas shall be adopted, assessed, and collected in three phases as set forth below:

(1) Phase 1, Effective January 1, 2020

- a. For all property with a recorded plat dated before January 1, 2020, the roadway impact fees will be assessed as set forth below, but there will be no roadway impact fees charged for any building permit application dated before January 1, 2021:
1. Residential land uses \$ 753 per service unit
 2. Non-residential land uses \$ 502 per service unit

- b. For all property with a recorded plat dated before January 1, 2020, roadway impact fees assessed above will be charged for any building permit application dated on or after January 1, 2021, as follows:

1. Residential land uses \$ 753 per service unit
2. Non-residential land uses` \$ 502 per service unit

- c. For all property with a recorded plat dated after January 1, 2020, but before January 1, 2022, roadway impact fees will be assessed at final plat recordation, and will be charged as follows:

1. Residential land uses \$ 753 per service unit
2. Non-residential land uses` \$ 502 per service unit

(2) Phase 2, Effective January 1, 2022

For all property with a recorded plat dated on or after January 1, 2022, but before January 1, 2024, roadway impact fees will be assessed at final plat recordation, and will be charged as follows:

1. Residential land uses \$ 1,130 per service unit
2. Non-residential land uses` \$ 628 per service unit

(3) Phase 3, Effective January 1, 2024

For all property with a recorded plat dated on or after January 1, 2024, roadway impact fee will be assessed at final plat recordation, and will be charged as follows:

1. Residential land uses \$ 1,507 per service unit
2. Non-residential land uses` \$ 753 per service unit

- (c) The land use vehicle-mile equivalency tables are set forth below:

Schedule 42-505 (c)

Land Use Vehicle-Mile Equivalency Table ("LUMET")

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL											
Truck Terminal	030	1,000 SF GFA	1.87			1.87	10.70	50%	5.35	5.35	10.00
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.63			0.63	12.89	50%	6.45	6.00	3.78
Industrial Park	130	1,000 SF GFA	0.40			0.40	12.89	50%	6.45	6.00	2.40
Manufacturing	140	1,000 SF GFA	0.67			0.67	12.89	50%	6.45	6.00	4.02
Warehousing	150	1,000 SF GFA	0.19			0.19	12.89	50%	6.45	6.00	1.14
Mini-Warehouse	151	1,000 SF GFA	0.17			0.17	12.89	50%	6.45	6.00	1.02
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.99			0.99	8.59	50%	4.30	4.30	4.26
Multifamily Housing (Low-Rise)	220	Dwelling Unit	0.56			0.56	8.59	50%	4.30	4.30	2.41
Multifamily Housing (Mid-Rise)	221	Dwelling Unit	0.44			0.44	8.59	50%	4.30	4.30	1.89
Multifamily Housing (High-Rise)	222	Dwelling Unit	0.36			0.36	8.59	50%	4.30	4.30	1.55
Mobile Home Park / Manufactured Hom	240	Dwelling Unit	0.46			0.46	8.59	50%	4.30	4.30	1.98
Senior Adult Housing-Detached	251	Dwelling Unit	0.30			0.30	8.59	50%	4.30	4.30	1.29
Senior Adult Housing-Attached	252	Dwelling Unit	0.26			0.26	8.59	50%	4.30	4.30	1.12
Assisted Living	254	Beds	0.26			0.26	8.59	50%	4.30	4.30	1.12
LODGING											
Hotel	310	Room	0.60			0.60	5.41	50%	2.71	2.71	1.63
Motel / Other Lodging Facilities	320	Room	0.38			0.38	5.41	50%	2.71	2.71	1.03
RECREATIONAL											
Golf Driving Range	432	Tee	1.25			1.25	6.35	50%	3.18	3.18	3.98
Golf Course	430	Acre	0.28			0.28	6.35	50%	3.18	3.18	0.89
Recreational Community Center	495	1,000 SF GFA	2.31			2.31	6.35	50%	3.18	3.18	7.35
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	6.35	50%	3.18	3.18	4.23
Miniature Golf Course	431	Hole	0.33			0.33	6.35	50%	3.18	3.18	1.05
Multiplex Movie Theater	445	Screens	13.73			13.73	6.35	50%	3.18	3.18	43.66
Racquet / Tennis Club	491	Court	3.82			3.82	6.35	50%	3.18	3.18	12.15
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	6.30	50%	3.15	3.15	1.54
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.39	50%	1.70	1.70	10.59
Primary/Middle School (1-8)	522	Students	0.17			0.17	3.39	50%	1.70	1.70	0.29
High School	530	Students	0.14			0.14	3.39	50%	1.70	1.70	0.24
Junior / Community College	540	Students	0.11			0.11	3.39	50%	1.70	1.70	0.19
University / College	550	Students	0.15			0.15	3.39	50%	1.70	1.70	0.26
MEDICAL											
Clinic	630	1,000 SF GFA	3.28			3.28	6.76	50%	3.38	3.38	11.09
Hospital	610	1,000 SF GFA	0.97			0.97	6.76	50%	3.38	3.38	3.28
Nursing Home	620	Beds	0.22			0.22	6.76	50%	3.38	3.38	0.74
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	6.76	50%	3.38	3.38	8.35
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	0.60			0.60	6.76	50%	3.38	3.38	2.03
General Office Building	710	1,000 SF GFA	1.15			1.15	6.76	50%	3.38	3.38	3.89
Medical-Dental Office Building	720	1,000 SF GFA	3.46			3.46	6.76	50%	3.38	3.38	11.69
Single Tenant Office Building	715	1,000 SF GFA	1.71			1.71	6.76	50%	3.38	3.38	5.78
Office Park	750	1,000 SF GFA	1.07			1.07	6.76	50%	3.38	3.38	3.62
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	5.41	50%	2.71	2.71	5.07
Automobile Parts Sales	843	1,000 SF GFA	4.91	43%	A	2.80	5.41	50%	2.71	2.71	7.59
Gasoline/Service Station	944	Vehicle Fueling Position	14.03	42%	A	8.14	1.20	50%	0.60	0.60	4.88
Gasoline/Service Station w/ Conv Market and Car Wash	945	Vehicle Fueling Position	13.99	56%	B	6.16	1.20	50%	0.60	0.60	3.70
New Car Sales	841	1,000 SF GFA	2.43	20%	B	1.94	5.41	50%	2.71	2.71	5.26
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	5.41	50%	2.71	2.71	7.89
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.98	28%	A	2.87	5.41	50%	2.71	2.71	7.78
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	32.67	50%	A	16.34	3.39	50%	1.70	1.70	27.78
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	28.34	50%	B	14.17	3.39	50%	1.70	1.70	24.09
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.77	43%	A	5.57	5.41	50%	2.71	2.71	15.09
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	5.41	50%	2.71	2.71	11.84
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	43.38	70%	A	13.01	1.20	50%	0.60	0.60	7.81
Other Retail											
Free-Standing Store	815	1,000 SF GFA	4.83	30%	C	3.38	6.35	50%	3.18	3.18	10.75
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	6.35	50%	3.18	3.18	15.45
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	6.35	50%	3.18	3.18	3.85
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	6.35	50%	3.18	3.18	12.72
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.29	49%	A	5.25	6.35	50%	3.18	3.18	16.70
Shopping Center	820	1,000 SF GLA	3.81	34%	A	2.51	6.35	50%	3.18	3.18	7.98
Supermarket	850	1,000 SF GFA	9.24	36%	A	5.91	6.35	50%	3.18	3.18	18.79
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	6.35	50%	3.18	3.18	11.13
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	6.35	50%	3.18	3.18	4.36
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Drive-In Bank	912	Drive-in Lanes	27.15	35%	A	17.65	3.39	50%	1.70	1.70	30.01
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	3.39	50%	1.70	1.70	1.73

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (August 2014)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

- (d) The maximum assessable roadway impact fee per service unit set forth in Schedule 42-505(a) that is assessed to new development is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the city's transportation system. To the extent that the roadway impact fee per service unit collected is less than the maximum assessable roadway impact fee per service unit, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the city's transportation system. The maximum assessable roadway impact fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the city's regulations is not roughly proportionate to the impact(s) of the new development on the city's transportation system.
- (e) Except as herein otherwise provided, the payment of a roadway impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the new development.

Sec. 42-506. Assessment of Roadway Impact Fees.

- (a) Assessment of the roadway impact fee per service unit for any new development shall be made as set forth in Section 42-505(b).
- (b) Following assessment of the roadway impact fee pursuant to Subsection (a), the amount of the roadway impact fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval, in which case new assessment shall occur at the rate then in effect, as set forth in Section 42-505(b).
- (c) Following the vacating of any plat or submittal of any replat, a new assessment must be made in accordance with the then current impact fee as set forth in Section 42-505(b).
- (d) Approval of an amending plat pursuant to Texas Local Government Code § 212.016 is not subject to reassessment of a roadway impact fee hereunder provided that the use of the property remains the same.
- (e) The Director of Transportation shall compute the assessment of roadway impact fees for new development by first determining whether the new development is eligible for offsets calculated in accordance with Section 42-508, which would further reduce roadway impact fees otherwise due in whole or in part.

Sec. 42-507. Payment and Collection of Roadway Impact Fees.

- (a) For all new developments, roadway impact fees shall be collected at the time of application for and in conjunction with the issuance of a building permit. The roadway impact fees to be paid and collected are listed in Section 42-505(b). The city reserves the right to enter into an agreement with a developer for a different time and manner of payment of roadway impact fees in which case the agreement shall determine the time and manner of payment.
- (b) The city shall compute the roadway impact fees to be paid and collected for the new development in the following manner:
 - (1) Determine the number of development units for each land use category in the new development using Schedule 42-505(c) then in effect.

- (2) Multiply the number of development units for each land use category in the new development by the vehicle miles (per development unit) for each such land use category also found in Schedule 42-505(c) then in effect to determine the number of service units attributable to the new development.
 - (3) The amount of roadway impact fees to be collected shall be determined by multiplying the number of service units for the new development by the roadway impact fee per service unit for the applicable roadway service area and shall be calculated at the time of application for and in conjunction with the issuance of a building permit.
 - (4) If an agreement as described in Section 42-508 providing for offsets exists, the amount of the offsets shall be deducted from the roadway impact fees as calculated above.
- (c) If the building permit for which a roadway impact fee has been paid has expired, and a new application is thereafter filed, the roadway impact fees shall be computed using the LUVMET found in Schedule 42-505(c) and Section 42-505(b) then in effect with credits for previous payment of fees being applied against any new fees due.
 - (d) Whenever the property owner proposes to increase the number of service units for a development, the additional roadway impact fees collected for such new service units shall be determined by using the LUVMET and Section 42-505(b) then in effect, and such additional fees shall be collected at the times prescribed by this Section.
 - (e) Where an application for a building permit is for a "shell" or speculative building on a parcel zoned C-1, C-1a, or C-2, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as a "Shopping Center" as shown on Schedule 42-505 (c). Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a "Shopping Center".
 - (f) Where an application for a building permit is for a "shell" or speculative building on a parcel zoned OF or OF-2, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as a "General Office Building" as shown on Schedule 42-505 (c). Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a "General Office Building".
 - (g) Where an application for a building permit is for a "shell" or speculative building on a parcel zoned LI or I, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as "Warehousing" as shown on Schedule 42-505 (c). Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from "Warehousing".

Sec. 42-508. Offsets against Roadway Impact Fees.

- (a) The City may offset the cost of construction of any system facility that is required or agreed to by the City, pursuant to rules established in this Section or pursuant to administrative guidelines promulgated by the City with the following limitations:
 - (1) The offset shall be associated with the plat or other detailed plan of development for the property that is to be served by the roadway facility.
 - (2) Projects that consist of multiple phases, whether approved before or after the effective date of this Article, may apply for offsets against roadway impact fees for the entire project based

upon improvements or funds toward construction of system facilities, or other roadway capital improvements supplying excess capacity. Offset shall be determined by comparing the actual costs of roadway capital improvements supplied by the project with the costs of roadway capital improvements to be utilized by development within the project, utilizing a methodology approved by the City. The offset determination shall be incorporated within an agreement for offsets, in accordance with this Article. The roadway requirements of an agreement for offsets shall not be less than what is required by the Zoning and Development Code.

- (3) The City's then current policies and regulations shall apply to determine a new development's obligations to construct adjacent system facilities. The obligation to construct, however, shall not exceed the maximum assessable roadway impact fees assessed against new development under Schedule 42-505(a). Construction required under such policies and regulations shall be an offset against the amount of impact fees otherwise due. If the costs of constructing a system facility in accordance with the then current City policies and regulations are greater than the amount of the roadway impact fees due, the amount of the credit due shall be deemed to be 100% of the assessed impact fees and no roadway impact fees shall be collected thereafter for the development, unless the number of service units is subsequently increased.
- (4) All offsets against roadway impact fees shall be based upon standards promulgated by the City, which may be adopted as administrative guidelines, including the following standards:
 - a. No offset shall be given for the dedication or construction of site-related facilities.
 - b. No offset shall be given for a roadway facility which is not identified within the roadway impact fee capital improvements plan, unless the facility is on or qualifies for inclusion on the Transportation Master Plan and the City agrees that such improvement supplies capacity to new development other than the development paying the roadway impact fee and provisions for offsets are incorporated in an agreement for offsets pursuant to this Article.
 - c. In no event will the City grant an offset when no roadway impact fees can be collected pursuant to this Article or for any amount exceeding the roadway impact fees due for the new development, unless expressly agreed to by the City in writing.
 - d. The value of right of way dedicated for site related facilities will not be considered for an offset.
 - e. The fair market value of right of way conveyed for roadway facilities that are not required by the new development will be entitled to an offset. If said roadway facilities are partially required by the new development, said portion shall not be entitled to an offset. The fair market value of the conveyed right of way will be determined by either:
 1. the appropriate Central Appraisal District,
 2. by agreement, or
 3. by a MAI appraisal obtained by the City.
 - f. If the City requires a Traffic Impact Analysis ("TIA") the cost of said TIA shall be included as an offset.
 - g. The City may participate in the costs of a system facility to be dedicated to the City, including costs that exceed the amount of the impact fees due for the development, in accordance with policies and rules established by the City. The amount of any offset

for construction of a system facility shall be reduced by the amount of any participation funds received from the City.

- h. Where funds for roadway facilities have been escrowed under an agreement that was executed with the City prior to the effective date of this Article, the following rules apply:
 - 1. Funds expended under the agreement for roadway facilities shall first be credited against the amount of roadway impact fees that would have been due under Section 42-505(b) for those units of development for which building permits already have been issued;
 - 2. Any remaining funds shall be credited against roadway impact fees due for the development under Section 42-505(b) at the time building permits are issued.
- (b) Except as provided below, offsets for construction of capital improvements shall be deemed created when the capital improvements are completed and the City has accepted the facility. In the case of capital improvements constructed and accepted prior to the January 1, 2020, offset shall be deemed created on said date. Offsets created on or before January 1, 2020 shall expire ten (10) years from such date. Offsets created after January 1, 2020 shall expire ten (10) years from the date the offset was created. Upon application by the property owner, the City may agree to extend the expiration date for an offset on mutually agreeable terms.
- (c) Unless an agreement for offsets, as described herein, is executed providing for a different manner of applying offsets against roadway impact fees due, an offset associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce roadway impact fees due until the offset is exhausted.
- (d) An owner of new development who has constructed or financed a roadway capital improvement or roadway facility expansion designated in the roadway impact fee capital improvements plans, or other roadway capital improvement that supplies excess capacity, as required or authorized by the City, shall enter into an agreement with the City to provide for offsets against roadway impact fees due for the development in accordance with this Subsection. The agreement shall identify the basis for and the method for computing and the amount of the offset due and any reduction in offsets attributable to consumption of road capacity by developed lots or tracts served by the roadway capital improvements. For multi-phased projects, the City may require that total offsets be proportionally allocated among the phases. If authorized by the City, the agreement also may provide for allocation of offsets among new developments within the project, and provisions for the timing and collection of roadway impact fees.

Sec. 42-509. Use of proceeds of roadway impact fees.

- (a) The roadway impact fees collected within each roadway service area may be used to finance, pay for or to recoup the costs of any roadway facility identified in the roadway improvements plan for the roadway service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and amounts designated in any reimbursement agreements executed pursuant to Section 42-508.
- (b) Roadway impact fees may be used to pay for the contract services of an independent qualified engineer or financial consultant preparing or updating the roadway improvements plan who is not an employee of the political subdivision.

- (c) Roadway impact fees also may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvement.

Sec. 42-510. Impact Fee as Additional and Supplemental Regulation.

Roadway impact fees established by this Article are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such roadway impact fees are intended to be consistent with and to further the policies of the Round Rock Comprehensive Plan, the Capital Improvements Plan, the zoning ordinances, subdivision regulations and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land. This Article shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations and policies of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 42-511. Appeals.

- (a) The property owner or applicant for a new development may appeal the following administrative decisions to the city council:
 - (1) The applicability of an impact fee to the new development;
 - (2) The amount of the roadway impact fee due;
 - (3) The availability of, the amount of, or the expiration of an offset;
 - (4) The application of an offset against a roadway impact fee due;
 - (5) The amount of the roadway impact fee in proportion to the benefit received by the new development; or
 - (6) The amount of a refund due, if any.
- (b) The appellant shall state the basis for the appeal in writing with particularity. The burden of proof shall be on the appellant to demonstrate that the amount of the fee or the amount of the offset was not calculated according to the rules set forth in this Article or by administrative guideline adopted by the city council. The appellant shall submit any traffic study or other documents upon which he relies to the city with the request for appeal.
- (c) The appellant must file a notice of appeal with the city clerk within 30 days following the decision. If the notice of appeal is accompanied by a bond or other sufficient surety with offices for local presentment in a form satisfactory to the city attorney in an amount equal to the original determination of the roadway impact fee due, the development application may be processed while the appeal is pending.
- (d) Along with the notice of appeal, an applicant may request an alternative service unit computation for land uses not contained within the latest edition of the ITE Trip Generation Manual by submitting a trip generation study demonstrating the appropriateness of the trip generation rates for the proposed development. An applicant may also include an alternative Service Unit calculation.

- (e) The city manager or his/her designee may (1) resolve the appeal, if the appellant agrees with the manager's decision, or (2) if the appellant does not agree, refer the matter to the City Council for decision, along with the Manager's recommendation and any trip generation study provided, if any.
- (f) If city council review is requested by the appellant after receiving the city manager's decision, the city clerk shall schedule a public hearing at which the applicant may present testimony and evidence before the city council. The city council shall act on the appeal within 60 days of receipt of the notice of appeal by the City, unless otherwise agreed by the appellant.
- (g) If the notice of appeal is accompanied by a payment or other bond or other sufficient surety with offices for local presentment in a form satisfactory to the city attorney in an amount equal to the original determination of the roadway impact fee due, satisfactory to the city attorney in an amount equal to the original determination of the roadway impact fee due, the City shall process and may issue a building permit if other requirements are met while the appeal is pending.
- (h) If the city council allows for a different amount of the roadway impact fee due for new development under this Section to be paid, it may cause to be appropriated from other City funds the amount of the reduction in the roadway impact fee to the account for the service area in which the new development is located.
- (i) The appellant shall promptly pay to the city the full amount of the roadway impact fee determined to be due by the city council regarding such appeal. Failure to promptly pay such roadway impact fee within five business days after the city council's determination on the appeal shall serve as authority for the city to present the bond or other surety to the bonding company or financial institution for performance with no other or further notice or contact with the appellant.
- (j) The appellant shall bear all costs of the appeal.

Sec. 42-512. Refunds.

- (a) Any roadway impact fee or portion thereof collected pursuant to this Article which has not been expended within the applicable roadway service area for an authorized purpose within ten years from the date of payment shall be refunded, upon application, to the record owner of the property at the time the refund is paid or, if the roadway impact fee, was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in § 302.002 of the Texas Finance Code or its successor statute. The application for refund pursuant to this Section shall be submitted in writing within 60 days after the expiration of the ten-year period for expenditure of the fee. A roadway impact fee shall be considered expended on a first-in, first-out basis.
- (b) A roadway impact fee collected pursuant to this Article shall be considered expended if the total expenditures for capital improvements authorized in Section 42-509 within the roadway service area within ten years following the date of payment exceed the total fees collected for such improvements during that time period.
- (c) If a refund is due pursuant to Subsections (a) or (b), the city shall prorate the refund by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the roadway service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the new development for which the fee was paid, and interest due shall be calculated upon that amount.

- (d) If the building permit for a new development for which a roadway impact fee has been paid has expired and a modified or new application has not been filed within six (6) months of such expiration, the city shall, upon written application, refund the amount of the roadway impact fee to the applicant. The city may establish guidelines for refunding of roadway impact fees collected for which construction plans have been abandoned.

Sec. 42-513. Relief Procedures.

- (a) Any person who has paid a roadway impact fee or an owner of land upon which a roadway impact fee has been paid may petition the city council to determine whether any duty required by this Article has not been performed within the time so prescribed. The petition shall be in writing, filed with the City Clerk, and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city council determines that the duty is required, pursuant to this Article and is late in being performed, it shall cause the duty to commence within 60 days of the date of the request and to continue until completion.
- (b) The city council may grant a variance or waiver from any requirement of this Article, upon written request by a developer or owner of property subject to the ordinance, following a public hearing, and only upon finding that a strict application of such requirement would when regarded as a whole result in confiscation of the property.
- (c) If the city council grants a variance or waiver to the amount of the roadway impact fee due for a new development under this Section, it may cause to be appropriated from other city funds the amount of the reduction in the roadway impact fee to the account, for the roadway service area, in which the property is located.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

READ and **APPROVED** on first reading this the _____ day of _____, 2019.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider an ordinance amending the Zoning and Development Code Chapter 10, Section 10-66(c) and (d), Section 10-67(c) and Section 10-68, Code of Ordinances (2018 Edition) regarding membership and terms of the Historic Preservation Commission, the Zoning Board of Adjustments, and the Planning and Zoning Commission. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Ordinance

Department: City Clerk's Office

Text of Legislative File 2019-0136

This ordinance proposes changes to the Historic Preservation Commission (HPC) , Zoning Board of Adjustments (ZBA), and Planning and Zoning Commission (P&Z) regarding when appointments are made, term expirations and limits, and other administrative changes. All proposed changes are outlined below.

Proposed amendments are as follows:

- **Moving appointments from the second meeting in June to the first meeting in August.**
- **Moving term expirations from June 15th to August 31st.**
The idea behind making appointments at the first meeting in August but not having terms expire until August 31st is to allow staff time to train and acclimate any newly appointed members to the board/commission. New members will begin attending meetings with the first meeting that occurs after September 1st.
- **Addition of term limits - No member on a board or commission shall serve more than 8 consecutive years on that board or commission.**
- **All board and commission members serve at the will of the City Council.**
- **HPC membership change from five (5) members to seven (7) members.**
The alternate position on the HPC will be eliminated and will become a regular member and an additional member will be appointed.

- The number required to make a quorum on the HPC will change from three (3) to four (4).
- Reduction of the number of alternates on the ZBA from four (4) to two (2).

ORDINANCE NO. O-2019-0136

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 10, ARTICLE IX, SECTION 10-66 (c) and (d), SECTION 10-67 (c), AND SECTION 10-68, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING MEMBERSHIP AND TERMS OF THE HISTORIC PRESERVATION COMMISSION, THE ZONING BOARD OF ADJUSTMENTS, AND THE PLANNING AND ZONING COMMISSION; 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 Zoning and Development Code, Chapter 10, Article IX, Section 10-66 (c) and (d), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 10. ZONING AND DEVELOPMENT REVIEW PROCEDURE AND BODIES

Sec. 10-66. - Historic preservation commission (HPC).

(c) *Membership, terms and compensation.*

- (1) *Number, appointment.* The HPC shall consist of ~~five~~ seven regular members ~~and one alternate member~~. Appointment of members shall be made by the city council at the ~~second~~ first regular meeting of the city council ~~after the city election in August~~. Members shall be residents of the city for the last 12 months and eligible voters.
- (2) *Terms.* Terms of members of the HPC shall be for two years, and shall expire on ~~June 15~~ August 31; provided, however, that members shall continue to serve until their successors are appointed. Members shall not serve on the HPC for more than eight consecutive years.
- (3) *Qualifications.* In making appointments to the HPC, the council shall attempt to maintain a balance of interest and skills on the HPC by assessing the individual qualifications of the candidates, including but not limited to, their knowledge and demonstrated interest in preservation related fields such as architecture, history, archaeology, planning, or urban or community design. All members shall have a knowledge and demonstrated interest in historic preservation.
- (4) *Current members.* Members of the HPC on the effective date of the ordinance from which this chapter is derived shall continue to serve until their respective terms expire.
- (5) *Vacancies.* Vacancies shall be filled by the city council for the unexpired term of any member whose term becomes vacant.

- (6) *Removal.* Any member who misses three consecutive meetings shall forfeit ~~his~~the position and a replacement shall be appointed by the city council to fill the unexpired term. An HPC member shall serve at the will of the city council.
- (7) *Compensation.* Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance.
- (d) *Procedures.*
- (1) *Chairperson and vice chair.* The chairperson of the HPC shall be elected from the membership of the HPC by a majority of the members of the HPC. A vice chair to serve in the chairperson's absence shall be likewise elected.
- (2) *Secretary.* The zoning administrator shall designate a staff representative to act as secretary of the HPC and attend and keep minutes of all meetings. The secretary shall act only in an advisory capacity and shall participate in its discussions, but shall have no right to vote. The secretary of the HPC shall also serve as the local preservation officer and fulfill all the duties as may be required under the certified local government agreement with the Texas Historical Commission.
- (3) *Regular posted meetings.* The HPC shall meet at regular intervals with advance notice posted according to the Texas Open Meetings Act, V.T.C.A., Local Government Code ch. 551.
- (4) *Special meetings.* Special meetings may be called upon request of the chairperson of the HPC, or upon written request of three members, or upon notice from the zoning administrator that a matter requires the consideration of the HPC.
- (5) *Hearing for certificate of appropriateness.* Upon the filing of an application for a certificate of appropriateness in an historic district or historic landmark, the HPC shall hold a hearing to render a decision on the application.
- (6) *Quorum.* ~~Three~~Four members shall constitute a quorum for transactions of business and no decision shall be rendered without a concurring vote of at least ~~three~~four members. ~~The alternate member shall have the right to vote only when participation is necessary to constitute a quorum.~~
- (7) *Robert's Rules of Order.* The HPC shall follow Robert's Rules of Order.

II.

That Zoning and Development Code, Chapter 10, Article IX, Section 10-67 (c), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 10. ZONING AND DEVELOPMENT REVIEW PROCEDURE AND BODIES

Sec. 10-67. - Zoning board of adjustment (ZBA).

(c) *Membership, terms and compensation.*

- (1) *Number, appointment.* The ZBA shall consist of five regular members and ~~four~~two alternate members. Appointment of members shall be made by the city council at the ~~second~~first regular meeting of the city council ~~after the city election in August~~. Members shall be residents of the city for the last 12 months and eligible voters.

- (2) *Terms.* Terms of the ZBA shall be for two years, and shall expire on ~~the 15th day of June August 31~~; provided, however, that members shall continue to serve until their successors are appointed. Members shall not serve on the ZBA for more than eight consecutive years.
- (3) *Current members.* Members of the existing development review board on the effective date of the ordinance from which this chapter is derived shall continue to serve on the ZBA until their respective terms expire.
- (4) *Vacancies.* Vacancies shall be filled by the city council for the unexpired term of any member whose term becomes vacant.
- (5) *Removal.* A ZBA member may be removed by the city council for cause, on a written charge, after a public hearing.
- (6) *Compensation.* Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance.

III.

That Zoning and Development Code, Chapter 10, Article IX, Section 10-68, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 10. ZONING AND DEVELOPMENT REVIEW PROCEDURE AND BODIES

Sec. 10-68. - Planning and zoning commission (P&Z).

- (a) *Creation.* The city, as a home rule city, has by city Charter all the powers authorized by Texas Local Government Code, which are hereby adopted, which authorize the appointment of a ~~planning and zoning commission P&Z~~, and which set out certain authority and responsibilities for such a ~~commission P&Z~~.
- (b) *Powers and duties.* The ~~commission P&Z~~ shall have the following powers and duties pursuant to the provisions of applicable statutory requirements for a ~~planning and zoning commission P&Z~~:
- (1) *General plan.* The ~~commission P&Z~~ shall prepare and modify the general plan for the city, for approval and adoption by the city council.
- (2) *Text amendments.* The ~~commission P&Z~~ shall review and make recommendations to the city council in regard to amendments to the text of this code.
- (3) *Application for original zoning.* The ~~commission P&Z~~ shall review and make recommendations to the city council in regard to applications for original zoning.
- (4) *Zoning map amendments.* The ~~commission P&Z~~ shall review and make recommendations to the city council in regard to amendments to the official zoning map.
- (5) *Planned unit development (PUD).* The ~~commission P&Z~~ shall review and make recommendations to the city council in regard to applications for planned unit developments.
- (6) *Historic (H) overlay designation.* The ~~commission P&Z~~ shall review and make recommendations to the city council in regard to applications for designation of Historic (H) overlay districts.
- (7) *Subdivision and plat review.* The ~~commission P&Z~~ shall study plans and plats of proposed subdivisions, determine whether such subdivisions meet all the standards and requirements as required by Chapters 4 and 6 of the code, and shall be responsible for rendering decisions on proposed subdivisions.

(8) *Other duties as assigned by the city council.* The ~~commission-P&Z~~ shall perform such other functions as may be duly delegated to them from time to time by the city council.

(c) *Membership, terms and compensation.*

(1) *Number, appointment.* The ~~commission-P&Z~~ shall consist of nine members. Appointment of members shall be made by the city council at the ~~second-first~~ regular meeting of the city council ~~after the city election in August~~. Members shall be residents of the city for the last 12 months and eligible voters.

(2) *Terms.* Terms of members of the ~~commission-P&Z~~ shall be for two years, and shall expire on ~~June 15 August 31~~; provided, however, that members shall continue to serve until their successors are appointed. Five members shall be appointed in even-numbered years and four members shall be appointed in odd-numbered years. Members shall not serve on the P&Z for more than eight consecutive years.

(3) *Current members.* Members of the ~~planning and zoning commission~~P&Z on the effective date of the ordinance from which this chapter is derived shall continue to serve until their respective terms expire.

(4) *Vacancies.* Vacancies shall be filled by the city council for the unexpired term of any member whose term becomes vacant.

(5) *Removal.* Any member who misses three consecutive meetings shall forfeit ~~his-the~~ position and a replacement shall be appointed by the city council to fill the unexpired term. A P&Z member shall serve at the will of the city council.

(6) *Compensation.* Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance.

(d) *Procedures.*

(1) *Officers.* The chairperson of the ~~planning and zoning commission~~P&Z shall be elected from the membership of the ~~commission~~P&Z by a majority of the members. A vice chair to serve in the chairperson's absence shall be likewise elected.

(2) *Meetings.* Meetings of the ~~planning and zoning commission~~P&Z shall adopt and publish an annual calendar with corresponding submittal dates. The chairperson shall designate the time and place of such meetings. All meetings of the ~~commission~~P&Z shall be open to the public. In addition to its regular meetings, meetings also may be called upon request of the chairperson of the ~~commission~~ P&Z, or upon written request of three members, or upon notice from the zoning administrator that a matter requires the consideration of the ~~commission~~ P&Z.

(3) *Quorum.* A quorum shall consist of a majority of the entire membership of the ~~commission~~P&Z and any issue to be voted on shall be resolved by a majority of those present.

(4) *Notice of meetings.* Public notice of all meetings of the ~~commission~~P&Z shall be posted according to the Texas Open Meetings Act.

(5) *Rules of proceeding.* The ~~commission~~P&Z shall adopt its own rules of procedure, provided that such shall not be in conflict with laws applicable to the ~~commission~~P&Z or any provisions of the city Charter.

(6) *Minutes.* The ~~commission~~P&Z shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact.

1 **IV.**

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3 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
4 expressly repealed.

5 **B.** The invalidity of any section or provision of this ordinance shall not
6 invalidate other sections or provisions thereof.

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

13 Alternative 1.

14 By motion duly made, seconded and passed with an affirmative vote of all the
15 Council members present, the requirement for reading this ordinance on two separate
16 days was dispensed with.

17 **READ, PASSED, and ADOPTED** on first reading this ____ day of
18 _____, 2019.

19 Alternative 2.

20 **READ and APPROVED** on first reading this the ____ day of
21 _____, 2019.

22 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
23 _____, 2019.

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ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider an ordinance amending the Zoning and Development Code Chapter 8, Section 13-163, Code of Ordinances (2018 Edition) regarding the membership and terms of the Building Standards Commission. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Ordinance

Department: City Clerk's Office

Text of Legislative File 2019-0137

This ordinance proposes changes to the Building Standards Commission (BSC) regarding when appointments are made, term expirations and limits, and other administrative changes. All proposed changes are outlined below.

Proposed amendments are as follows:

- **Moving appointments from the second meeting in June to the first meeting in August.**
- **Moving term expirations from June 15th to August 31st.**
The idea behind making appointments at the first meeting in August but not having terms expire until August 31st is to allow staff time to train and acclimate any newly appointed members to the board/commission. New members will begin attending meetings with the first meeting that occurs after September 1st.
- **Addition of term limits - No member on a board or commission shall serve more than 8 consecutive years on that board or commission.**
- **Board and commission members serve at the will of the City Council.**
- **Elimination of all alternate positions on the BSC.**

We currently do not have any alternates on this board. The code just showed that there could be alternates appointed and this whole section is being stricken from the code.

ORDINANCE NO. O-2019-0137

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 8, ARTICLE X, DIVISION 13, SECTION 163, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING MEMBERSHIP AND TERMS OF THE BUILDING STANDARDS COMMISSION; 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 Zoning and Development Code, Chapter 8, Article X, Division 13, Section 163, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

DIVISION 13. BUILDING STANDARDS COMMISSION (BSC)

Sec. 8-163. – Building standards commission established.

- (a) *Creation.* The city hereby implements Chapter 4, subchapter C of the Texas Local Government Code (V.T.C.A., Local Government Code § 54.031 et seq.). Pursuant to such subchapter, the city council shall provide for the appointment of a ~~Building Standards Commission BSC~~, and the regulations and restrictions adopted shall be pursuant to the provisions of applicable statutory requirements for a ~~building standards commission-BSC~~ under state law.
- (b) *Membership, terms and compensation.*
- (1) *Number, appointment.* The ~~building standards commission-BSC~~ shall consist of five members. Appointment of members shall be made by the city council at the ~~second-first~~ regular meeting of the city council ~~after the city election in August~~. All members shall reside within the corporate city limits or within the extraterritorial jurisdiction of the city during the time in which they serve on the ~~building standards commission BSC~~. To the extent possible, the city council shall appoint members to the ~~building standards commission~~BSC who have experience or expertise in the building trade.
- (2) *Terms.* Terms for members shall be for two years, and shall expire on ~~June 15~~ August 31; provided, however, that the members shall continue to serve until their successors are appointed. Members shall not serve on the BSC for more than eight consecutive years.
- (3) *Initial appointments.* The initial appointments to the ~~building standards commission-BSC~~ shall have staggered terms so that two members are appointed for one-year terms and three members are appointed for two-year terms.
- (4) *Vacancies.* Vacancies shall be filled by the city council for the unexpired terms of any member whose term becomes vacant.

1 (5) *Removal.* A ~~building standards commission~~ BSC member may be removed by the city council
2 for cause on a written charge and after a public hearing if so requested by the building
3 standards commission member subject to the removal action.

4 (6) *Compensation.* Members shall serve without pay. Members may be reimbursed for actual
5 expenses incurred in the performance of their duties from available funds approved in advance.

6 ~~(7) *Alternates.* The city council shall be authorized to appoint up to eight alternate members of the~~
7 ~~building standards commission who shall serve in the absence of one or more regular members~~
8 ~~when requested to do so by the mayor or city manager. The alternate members serve for two-~~
9 ~~year terms and are subject to removal in the same manner as the regular members.~~

11 II.

12 A. All ordinances, parts of ordinances, or resolutions in conflict herewith are
13 expressly repealed.

14 B. The invalidity of any section or provision of this ordinance shall not
15 invalidate other sections or provisions thereof.

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

22 Alternative 1.

23 By motion duly made, seconded and passed with an affirmative vote of all the
24 Council members present, the requirement for reading this ordinance on two separate
25 days was dispensed with.

26 **READ, PASSED, and ADOPTED** on first reading this ____ day of
27 _____, 2019.

1 Alternative 2.

2 **READ** and **APPROVED** on first reading this the _____ day of
3 _____, 2019.

4 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
5 _____, 2019.

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10 ATTEST:
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CRAIG MORGAN, Mayor
City of Round Rock, Texas

12 _____
13 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.4

Title: Consider an ordinance amending Chapter 2, Section 2-271, Code of Ordinances (2018 Edition) regarding membership and terms of the Capital Improvement Advisory Committee. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Ordinance

Department: City Clerk's Office

Text of Legislative File 2019-0138

This ordinance proposes changes to the Capital Improvements Advisory Committee (CIAC) regarding when appointments are made, term expirations and limits, and other administrative changes. All proposed changes are outlined below.

Proposed amendments are as follows:

- **Moving appointments from the second meeting in June to the first meeting in August.**
- **Moving term expirations from June 15th to August 31st.**
The idea behind making appointments at the first meeting in August but not having terms expire until August 31st is to allow staff time to train and acclimate any newly appointed members to the board/commission. New members will begin attending meetings with the first meeting that occurs after September 1st.
- **Addition of term limits - No member on a board or commission shall serve more than 8 consecutive years on that board or commission.**
- **All board and commission members serve at the will of the City Council.**

ORDINANCE NO. O-2019-0138

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, DIVISION 3, SECTION 2-271, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING MEMBERSHIP AND TERMS OF THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE; 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 2, Article IV, Division, 3, Section 2-271, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

DIVISION 3. CAPITAL IMPROVEMENT ADVISORY COMMITTEE (CIAC)

Sec. 2-271. – Membership, terms and compensation

- (a) *Appointment.* The ~~planning and zoning commission-P&Z~~ members shall serve as the CIAC, and the city council's action of appointing the ~~commission-P&Z~~ members shall be deemed to be their simultaneous appointment as members of the CIAC. If the ~~commission-P&Z~~ does not have at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the CIAC. If the impact fee is to be applied in the extraterritorial jurisdiction (ETJ) of the city, the CIAC membership must include a representative from that area.
- (b) *Terms.* Terms for CIAC members that are ~~commission-P&Z~~ members shall cease or expire when their ~~commission-P&Z~~ term ceases or expires. The term for an ad hoc voting member or member residing in the ETJ, who is not a member of the ~~commission P&Z~~, shall be for two years, and shall expire on ~~June 15~~ August 31; provided, however, that the members shall continue to serve until their successors are appointed. Members shall not serve on the CIAC for more than eight consecutive years.
- (c) *Vacancies.* Vacancies shall be filled by the city council, as necessary, for the unexpired term of any member whose term becomes vacant.
- (d) *Removal.* CIAC members who are ~~commission-P&Z~~ members shall be removed in accordance with the conditions of removal for a ~~commission-P&Z~~ member. A CIAC member who is not a member of the ~~commission-P&Z may be removed shall serve~~ at the will of the city council.
- (e) *Compensation.* Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance.

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B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Alternative 1.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2019.

READ and **APPROVED** on first reading this the _____ day of _____, 2019.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2019.

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ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider seven (7) appointments to the 2019 Charter Review Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 3/14/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0073