



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, May 23, 2019

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. OATH OF OFFICE

D.1 [TMP-0301](#) [Administration of the oath of office to the newly elected Councilmember for Place 2.](#)

D.2 [TMP-0302](#) [Administration of the oath of office to the newly elected Councilmember for Place 6.](#)

E. 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.

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-0300](#) [Consider approval of the minutes for the May 9, 2019 City Council meeting.](#)

F.2 [2019-0214](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Freightliner of Austin for purchase of optional equipment, repair parts and repair services for City Vehicles.](#)

F.3 [2019-0215](#) [Consider a resolution authorizing the Mayor to execute a Contract with Matera Paper Company, Inc. for the purchase of custodial supplies.](#)

F.4 [2019-0216](#) [Consider a resolution authorizing the Mayor to execute a Contract with Gulf Coast Paper Company for the purchase of custodial supplies.](#)

G. PUBLIC HEARINGS:

G.1 [TMP-0283](#) [Consider public testimony regarding the creation of an affordable senior multi-family housing located at 1001 University Boulevard.](#)

H. RESOLUTIONS:

H.1 [2019-0218](#) [Consider a resolution expressing no objection to the creation of an affordable senior multi-family housing located at 1001 University Boulevard.](#)

H.2 [2019-0219](#) [Consider a resolution authorizing the Mayor to execute a Development Agreement with Cornerstone Associates, LLC regarding an affordable senior multi-family housing development located at 1001 University Boulevard.](#)

H.3 [2019-0212](#) [Consider a resolution nominating Dell Inc. at its Building 5 of the Round Rock campus as a qualified Enterprise Project to be eligible to participate in the Enterprise Zone Program.](#)

H.4 [2019-0213](#) [Consider a resolution denying an application for approval of a rate change submitted by Oncor Electric Delivery Company LLC and authorizing participation in proceedings at the Public Utility Commission of Texas.](#)

H.5 [2019-0220](#) [Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended March 31, 2019.](#)

H.6 [2019-0192](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project.](#)

H.7 [2019-0211](#) [Consider a resolution authorizing the Mayor to execute a Contract with Smith Contracting for the McNeil Road Extension Phase 2 Project.](#)

I. ORDINANCES:

I.1 [2019-0217](#) [Consider an ordinance amending Chapter 42, Section 42-319, Code of Ordinances \(2018 Edition\), regarding two-hour parking. \(First Reading\) \(Requires Two Readings\)](#)

I.2 [2019-0222](#) [Consider public testimony regarding, and an ordinance zoning 1.72 acres of land located southwest of the intersection of High Country Boulevard and High Point Drive to the OF-1 \(General Office\) zoning district. \(First Reading\)*](#)

I.3 [2019-0221](#) [Consider an ordinance adopting Amendment No. 1 to the FY 2018-2019 Operating Budget. \(First Reading\)*](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**K. EXECUTIVE SESSION:**

- K.1 [TMP-0345](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the sale and/or value of real property to wit: 900 and 910 Heritage Center Circle, 100 Tower Drive, and 209-211 Brown Street, Round Rock, Texas.](#)

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 17th day of May 2019 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: D.1

Title: Administration of the oath of office to the newly elected Councilmember for Place 2.

Type: Oath of Office

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-0301



City of Round Rock

Agenda Item Summary

Agenda Number: D.2

Title: Administration of the oath of office to the newly elected Councilmember for Place 6.

Type: Oath of Office

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-0302



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the May 9, 2019 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 050919 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0300



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, May 9, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on May 9, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor Morgan, with the help of local boy scouts, led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

Shirley Marquardt, President of Round Rock Preservation spoke to the City Council regarding May being historic preservation month.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [TMP-0271](#) Consider proclaiming May 12 - 15, 2019 as "National Police Officer Week" in the City of Round Rock.
- Mayor Morgan read the proclamation and presented it to Chief Allen Banks and members of the Round Rock Police Department.*
- E.2** [TMP-0272](#) Consider proclaiming May as "Motorcycle Safety & Awareness Month" in the City of Round Rock.
- Mayor Morgan read the proclamation and presented it to member of the Gypsy MC International.*

- E.3** [TMP-0273](#) Consider proclaiming May 17, 2019 as "Diffuse Intrinsic Pontine Glioma (DIPG) Day" in the City of Round Rock.
- Mayor Morgan read the proclamation and read it to James and Melissa Fleming and family members.*

- E.4** [TMP-0276](#) Consider a presentation regarding the spring 2019 UniverCity graduating class.

APPROVAL OF MINUTES:

- F.1** [TMP-0270](#) Consider approval of the minutes for the April 25, 2019 City Council meeting.

A motion was made by Councilmember Peckham, seconded by Councilmember Young, that the Minutes be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

RESOLUTIONS:

- G.1** [2019-0175](#) Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Holmes Murphy & Associates, Inc. for group healthcare consulting services.

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
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.2 [2019-0187](#)

Consider a resolution authorizing the Mayor to execute Master Services Agreement No. MSA-819919 with Aetna Life Insurance Company for third-party administration of the City's self-funded health benefits plan.

Valerie Francois, HR Director 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
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.3 [2019-0197](#)

Consider a resolution authorizing the Mayor to execute an End User License Agreement and a Network Infrastructure Maintenance Agreement with Master Meter for the City's automatic meter reading system.

Michael Thane, Utilities and Environmental Services 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
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.4 [2019-0198](#)

Consider a resolution authorizing the Mayor to execute an Agreement for Pass-Through Wastewater Service with Siena Municipal Utility District No. 1 and Hutto Independent School District.

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

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

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

Nay: 0

Absent: 0

G.5 [2019-0199](#)

Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with Hutto Independent School District for property located at 1060 Haybarn Lane.

Michael Thane, Utilities and Environmental Services Director 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
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.6 [2019-0189](#)

Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement for Transportation Purposes with Round Rock Ranch, Ltd. for a 3.98-acre tract of right-of-way and a 0.041-acre drainage easement parcel required for construction of the proposed Kenney Fort Boulevard roadway extension Project (Parcel 1).

Gary Hudder, Transportation Director 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
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.7 [2019-0191](#)

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 0.137-acre tract of land from property owned by Compass Bank required for the proposed Gattis School Road Improvement Project, and take other appropriate action (Parcel 18).

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of certain roadway and utility improvements in connection to the Gattis School Road Project: a 0.137-acre tract of land from property owned by Compass Bank, as described in Exhibit A of the resolution. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.8 [2019-0193](#)

Consider a resolution authorizing the Mayor to execute a Contract with Pro Dirt Services, LLC for the Red Bud Right Turn Lane at Highway 79 Project.

Gary Hudder, Transportation Director made the staff presentation.

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
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.9 [2019-0194](#)

Consider a resolution authorizing the Mayor to execute a Contract with Battery Warehouse for the 2016 CDBG Sidewalk Project - Greenhill Subdivision.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

G.10 [2019-0195](#)

Consider a resolution authorizing the Mayor to execute a Standard Utility Agreement with Charter Communications for the RM 620 Project from Deepwood Drive to IH-35.

Gary Hudder, Transportation Director made the staff presentation.

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
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.11 [2019-0188](#)

Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances (2018 Edition) by amending Chapter 2, Zoning District and Use Regulations, regarding Mobile Food Establishment permit fees.

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

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

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

Nay: 0

Absent: 0

G.12 [2019-0210](#)

Consider a resolution granting the Petition for Consent to Creation of Round Rock Municipal Utility District No. 2 regarding the development of 174.10 acres of land.

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

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

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

Nay: 0

Absent: 0

G.13 [2019-0209](#)

Consider a resolution authorizing the Mayor to execute a Consent and Development Agreement with Cressman Enterprises, LP, et al. and Round Rock Municipal Utility District No. 2 regarding the development of 174.10 acres of land.

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

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

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

Nay: 0

Absent: 0

ORDINANCES:

H.1 [2019-0200](#)

Consider an ordinance vacating, abandoning, and closing portions of East Bagdad Avenue located between Burnet Street and Mays Street. (First Reading)*

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

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

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

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.2 [2019-0201](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 4, Article VI, Section 4-82 (e) (2), Code of Ordinances (2018 Edition), regarding the determination of service units for multifamily uses. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Baese, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.3 [2019-0202](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 1, Article III, Section 1-50, Code of Ordinances (2018 Edition), regarding the definition of Living Unit Equivalent (LUE). (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.4 [2019-0203](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article II, Section 2-16 (d), Code of Ordinances (2018 Edition), regarding garage and driveway treatment. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem Baese, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.5 [2019-0204](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article II, Sections 2-15 (d) (2), 2-16 (d)(2)(a), 2-17 (d)(1)(f), 2-18 (d)(2) and 2-19 (d)(2), Code of Ordinances (2018 Edition), regarding garage door width. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Councilmember Young, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.6 [2019-0205](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article VI, Section 2-71 (d) (4) and Section 2-72 (d)(4), Code of Ordinances (2018 Edition), regarding fencing design standards. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.7 [2019-0206](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article III, Section 2-34 (e) (1); Article IV, Section 2-42 (e)(1); Article V, Section 2-56 (e)(1) and Section 2-57 (e)(1), Code of Ordinances (2018 Edition), regarding the use of materials for exterior wall finish. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Councilmember Flores, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.8 [2019-0207](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article III, Sections 2-32 (e)(1) and 2-33 (e)(1) and Article IV, Section 2-58 (e)(1), Code of Ordinances (2018 Edition), regarding the use of stucco mix for exterior wall finish. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Councilmember Young, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.9 [2019-0208](#)

Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article VI, Section 2-77 and Article VIII, Section 2-91 (hh), Code of Ordinances (2018 Edition), regarding single detached dwellings in the MU-1 District. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**EXECUTIVE SESSION:**

The City Council recessed to executive session to consider the following items:

J.1 [TMP-0291](#)

Consider Executive Session as authorized by §551.074 Government Code, to deliberate the appointment of the presiding municipal judge.

J.2 [TMP-0292](#)

Consider Executive Session as authorized by §551.074 Government Code, to deliberate the appointment of an associate municipal judge.

Mayor Morgan called the session to order at 7:40 p.m. and adjourned it at 8:00 p.m.

The City Council reconvened to regular session and took the following actions:

ACTION RELATIVE TO EXECUTIVE SESSION:**K.1** [TMP-0293](#)

Consider the appointment of a presiding municipal judge to fill an unexpired term.

A motion was made by Mayor Morgan, seconded by Councilmember Peckham, to appoint Alan McGraw as Municipal Judge to fill unexpired term. The motion carried by the following vote:

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

Nay: 0

Absent: 0

K.2 [TMP-0294](#)

Consider the appointment of an associate municipal judge.

A motion was made by Mayor Morgan, seconded by Mayor Pro-Tem Baese, to appoint Lucas Wilson as Associate Municipal Judge. The motion carried by the following vote:

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

Nay: 0

Absent: 0

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:02 pm.

Respectfully submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Freightliner of Austin for purchase of optional equipment, repair parts and repair services for City Vehicles.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Chad McDowell, General Services Director

Cost: \$150,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: General Services Department

Text of Legislative File 2019-0214

This agreement is to purchase of optional equipment repair parts, and repair services needed to support City vehicles in accordance with the Buyboard Cooperative Contract \$ 521-16. Mainly for Fire Apparatus, Dump Truck and Vac Trucks.

Cost: \$150,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2019-0214

WHEREAS, the City of Round Rock (“City”) desires to purchase optional equipment, repair parts and repair services for City vehicles, and related goods and services; and

WHEREAS, the City is a member of the Buy Board Cooperative Purchasing Program (“Buy Board”); and

WHEREAS, Freightliner of Austin is an approved vendor of the Buy Board; and

WHEREAS, the City desires to purchase certain goods and services from Freightliner of Austin through Buy Board, 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 Optional Equipment, Repair Parts and Repair Services with Freightliner of Austin, 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 23rd day of May, 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
OPTIONAL EQUIPMENT, REPAIR PARTS AND REPAIR SERVICES
WITH
FREIGHTLINER OF AUSTIN**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of optional equipment, repair parts and repair services for City vehicles, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and FREIGHTLINER OF AUSTIN, whose offices are located at 1701 Smith Road, Austin, Texas 78721 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, optional equipment, repair parts and repair services for City vehicles, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #521-16; and

WHEREAS, City desires to purchase said goods and services from Vendor through Buy Board 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 sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

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

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

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

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

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

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

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

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

B. The term of this Agreement shall be from the effective date hereof through November 30, 2019.

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A," attached hereto and incorporated herein for all purposes, and, together with this Agreement, comprise the Contract Documents.

4.01 ITEMS

A. The goods and services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

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

C. 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, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 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.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Freightliner of Austin
1701 Smith Road
Austin, Texas 78721

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 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.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not

responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

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

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

City of Round Rock, Texas

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

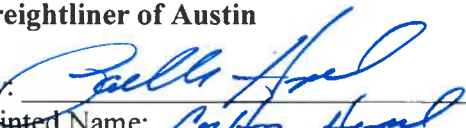
Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Freightliner of Austin

By:  _____
Printed Name: Carlos Hargal
Title: Vice President
Date Signed: 4/8/19

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.

Freightliner of Austin
Austin, TX United States

Certificate Number:
2019-473405

Date Filed:
04/08/2019

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

City of Round Rock

Date Acknowledged:

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

000000
000000

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hempel, Carlton	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12/5/67

My address is 1701 Smith Rd, Austin, TX, 78721, USA
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of Texas, on the 8 day of April, 20 19
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute a Contract with Matera Paper Company, Inc. for the purchase of custodial supplies.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Chad McDowell, General Services Director

Cost: \$504,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2019-0215

With this agreement General Services, Parks and Recreation Department and Fire will use Matera Paper to purchase Custodial Supplies and Equipment in accordance with the BuyBoard Cooperative Contract No. 596-18. Matera Paper Company is under contract with BuyBoard to supply these products as a result of competitive bidding process.

Cost: \$504,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2019-0215

WHEREAS, the City of Round Rock (“City”) desires to purchase custodial supplies and equipment, and related goods and services; and

WHEREAS, the City is a member of the Buy Board Cooperative Purchasing Program (“Buy Board”); and

WHEREAS, Matera Paper Company, Inc. d/b/a Ferguson Facilities is an approved vendor of the Buy Board; and

WHEREAS, the City desires to purchase certain goods and services from Matera Paper Company, Inc. d/b/a Ferguson Facilities through Buy Board, 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 Custodial Supplies and Equipment with Matera Paper Company, Inc. d/b/a Ferguson Facilities, 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 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
CUSTODIAL SUPPLIES AND EQUIPMENT
WITH
MATERA PAPER COMPANY, INC.
D/B/A FERGUSON FACILITIES**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of custodial supplies and equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and MATERA PAPER COMPANY, INC. d/b/a Ferguson Facilities, whose offices are located at 13500 Immanuel Road, Pflugerville, Texas 78660 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, custodial supplies and equipment, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #569-18; and

WHEREAS, City desires to purchase said goods and services from Vendor through Buy Board 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 sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide said services. The Agreement includes Vendor's discounts off catalog pricing (attached as Exhibit "A").

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

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

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

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

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

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

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

B. This Agreement shall terminate October 1, 2021.

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

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

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

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Sixty-Eight Thousand and No/100 Dollars (\$168,000.00) per year** for a total not-to-exceed amount of **Five Hundred Four Thousand and No/100 Dollars (\$504,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

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

Travis Wilkes
Assistant General Services Director
202 Commerce Boulevard
Round Rock, Texas 78664
(512) 341-3317
twilkes@roundrocktexas.gov

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 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.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Matera Paper Company, Inc.
d/b/a Ferguson Facilities
13500 Immanuel Road
Pflugerville, Texas 78660

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 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.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

City of Round Rock, Texas

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


Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Matera Paper Company, Inc.

By:  _____
Printed Name: JEFF WIMPY
Title: AREA SALES MANAGER
Date Signed: 2/20/19



Proposal Invitation No. 569-18-Custodial Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:
☐ Manufacturers shall be listed in alphabetical order
☐ Vendor's must list one specific percentage discount for each Manufacturer listed.
If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section I: Equipment, Products, and Supplies					
1	Discount (%) Off Catalog/Pricelist for Custodial Paper Products and Dispensers	Please state the discount (%) off catalog/pricelist for Custodial Paper Products and Dispensers (Roll towels, multi-fold towels, tissue, similar related products). Catalog/Pricelist MUST be included or proposal will not be considered.	20 %	MATERA CATALOG 2018	
2	Discount (%) Off Catalog/Pricelist for Custodial Chemicals	Please state the discount (%) off catalog/pricelist for Custodial Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	15 %	MATERA CATALOG 2018	
3	Discount (%) Off Catalog/Pricelist for Custodial Cleaning Supplies	Please state the discount (%) off catalog/pricelist for Custodial Cleaning Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	20 %	MATERA CATALOG 2018	
4	Discount (%) Off Catalog/Pricelist for Custodial Chemical Dispensing Systems	Please state the discount (%) off catalog/pricelist for Custodial Chemical Dispensing Systems . Catalog/Pricelist MUST be included or proposal will not be considered.	No Charge %		
5	Discount (%) Off Catalog/Pricelist for Floor Maintenance and Custodial Equipment	Please state the discount (%) off catalog/pricelist for Floor Maintenance and Custodial Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	20 %	MATERA CATALOG 2018	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 43 of 65

Exhibit "A"

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 569-18-Custodial Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Soap and Skincare Products	Please state the discount (%) off catalog/pricelist for Soap and Skincare Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>15</u> %	MATERA CATALOG 2018	
7	Discount (%) Off Catalog/Pricelist for Trash Receptacles	Please state the discount (%) off catalog/pricelist for Trash Receptacles . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>15</u> %	MATERA CATALOG 2018	
8	Discount (%) Off Catalog/Pricelist for Can Liners	Please state the discount (%) off catalog/pricelist for Can Liners . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>20</u> %	MATERA CATALOG 2018	
9	Discount (%) Off Catalog/Pricelist for Disposable Food Service and Breakroom Supplies	Please state the discount (%) off catalog/pricelist for Disposable Food Service and Breakroom Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>15</u> %	MATERA CATALOG 2018	
10	Discount (%) Off Catalog/Pricelist for Custodial Safety Products	Please state the discount (%) off catalog/pricelist for Custodial Safety Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>15</u> %	MATERA CATALOG 2018	
11	Discount (%) Off Catalog/Pricelist for Floor Mats	Please state the discount (%) off catalog/pricelist for Floor Mats . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>15</u> %	MATERA CATALOG 2018	
12	Discount (%) Off Catalog/Pricelist for Repair Parts for Floor Maintenance and Custodial Equipment	Please state the discount (%) off catalog/pricelist for Repair Parts for Floor Maintenance and Custodial Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>15</u> %	MATERA CATALOG 2018	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 44 of 65

Exhibit "A"

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 569-18-Custodial Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
13	Discount (%) Off Catalog/Pricelist for All Other Custodial Products	Please state the discount (%) off catalog/pricelist for All Other Custodial Products . Catalog/Pricelist MUST be included or proposal will not be considered.	15 %	MATERA CATALOG 2018	
Section II: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
14	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 65.00 /Hour		NO CHARGE IF EQUIPMENT IS UNDER WARRANTY

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

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.

Matera Paper Company dba Ferguson Facilities Supply
San Antonio, TX United States

Certificate Number:
2019-455121

Date Filed:
02/20/2019

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

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

RFP 569-18
Custodial Supplies & Equipment

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 Jeffy Wimpy, and my date of birth is 1/7/1981.

My address is 13500 Immanuel Rd, Pflugerville TX 78660 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 20 day of Feb, 2019.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute a Contract with Gulf Coast Paper Company for the purchase of custodial supplies.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Chad McDowell, General Services Director

Cost: \$90,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2019-0216

With this agreement General Services, Parks and Recreation Department and Fire will purchase custodial supplies and equipment to support City operations in accordance with the BuyBoard Cooperative Contract No. 596-18.

Cost: \$90,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2019-0216

WHEREAS, the City of Round Rock (“City”) desires to purchase custodial supplies and equipment, and related goods and services; and

WHEREAS, the City is a member of the Buy Board Cooperative Purchasing Program (“Buy Board”); and

WHEREAS, Gulf Coast Paper Company is an approved vendor of the Buy Board; and

WHEREAS, the City desires to purchase certain goods and services from Gulf Coast Paper Company through Buy Board, 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 Custodial Supplies and Equipment with Gulf Coast Paper Company, 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 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
CUSTODIAL SUPPLIES AND EQUIPMENT
WITH
GULF COAST PAPER COMPANY**

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

THAT THIS AGREEMENT for the purchase of custodial supplies and equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and GULF COAST PAPER COMPANY, whose offices are located at 1101 South Padre Island Drive, Corpus Christi, Texas 78416 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, custodial supplies and equipment, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #569-18; and

WHEREAS, City desires to purchase said goods and services from Vendor through Buy Board 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 sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

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

Agreement includes Vendor's discounts off price list (attached as Exhibit "A").

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

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

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

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

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

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

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

B. This Agreement shall terminate October 1, 2021.

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

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

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

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Thirty Thousand and No/100 Dollars (\$30,000.00) per year** for a total not-to-exceed amount of **Ninety Thousand and No/100 Dollars (\$90,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

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

Travis Wilkes
Assistant General Services Director
202 Commerce Boulevard
Round Rock, Texas 78664
(512) 341-3317
twilkes@roundrocktexas.gov

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 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.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Gulf Coast Paper Company
1101 South Padre Island Drive
Corpus Christi, Texas 78416

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 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.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Gulf Coast Paper Company

By: Ken Jones
Printed Name: Ken Jones
Title: Manager
Date Signed: 2/28/19



Proposal Invitation No. 569-18-Custodial Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:
☐ Manufacturers shall be listed in alphabetical order
☐ Vendor's must list one specific percentage discount for each Manufacturer listed.
 If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section I: Equipment, Products, and Supplies					
1	Discount (%) Off Catalog/Pricelist for Custodial Paper Products and Dispensers	Please state the discount (%) off catalog/pricelist for Custodial Paper Products and Dispensers (Roll towels, multi-fold towels, tissue, similar related products). Catalog/Pricelist MUST be included or proposal will not be considered.	40 %	Texas Local Government	
2	Discount (%) Off Catalog/Pricelist for Custodial Chemicals	Please state the discount (%) off catalog/pricelist for Custodial Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
3	Discount (%) Off Catalog/Pricelist for Custodial Cleaning Supplies	Please state the discount (%) off catalog/pricelist for Custodial Cleaning Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
4	Discount (%) Off Catalog/Pricelist for Custodial Chemical Dispensing Systems	Please state the discount (%) off catalog/pricelist for Custodial Chemical Dispensing Systems . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
5	Discount (%) Off Catalog/Pricelist for Floor Maintenance and Custodial Equipment	Please state the discount (%) off catalog/pricelist for Floor Maintenance and Custodial Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 43 of 65

Exhibit "A"

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 569-18-Custodial Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Soap and Skincare Products	Please state the discount (%) off catalog/pricelist for Soap and Skincare Products . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
7	Discount (%) Off Catalog/Pricelist for Trash Receptacles	Please state the discount (%) off catalog/pricelist for Trash Receptacles . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
8	Discount (%) Off Catalog/Pricelist for Can Liners	Please state the discount (%) off catalog/pricelist for Can Liners . Catalog/Pricelist MUST be included or proposal will not be considered.	40 %	Texas Local Government	
9	Discount (%) Off Catalog/Pricelist for Disposable Food Service and Breakroom Supplies	Please state the discount (%) off catalog/pricelist for Disposable Food Service and Breakroom Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	40 %	Texas Local Government	
10	Discount (%) Off Catalog/Pricelist for Custodial Safety Products	Please state the discount (%) off catalog/pricelist for Custodial Safety Products . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
11	Discount (%) Off Catalog/Pricelist for Floor Mats	Please state the discount (%) off catalog/pricelist for Floor Mats . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
12	Discount (%) Off Catalog/Pricelist for Repair Parts for Floor Maintenance and Custodial Equipment	Please state the discount (%) off catalog/pricelist for Repair Parts for Floor Maintenance and Custodial Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 44 of 65

Exhibit "A"

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 569-18-Custodial Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
13	Discount (%) Off Catalog/Pricelist for All Other Custodial Products	Please state the discount (%) off catalog/pricelist for All Other Custodial Products . Catalog/Pricelist MUST be included or proposal will not be considered.	50 %	Texas Local Government	
Section II: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
14	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 85.00 /Hour	Repairs on Floor equipment. Buffers, Scrubbers, Vacuums, etc.	No charge for installation when custodial equipment is purchased through Gulf

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 45 of 65

Exhibit "A"

PROPOSAL SPECIFICATION FORM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-462870

Date Filed:
03/12/2019

Date Acknowledged:

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

Gulf Coast Paper Co.
Hutto, TX United States

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

City Of Round Rock

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

569-18
Janitorial/ Custodial Supplies

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.



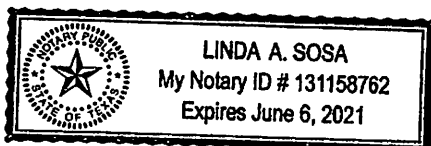
6 UNSWORN DECLARATION

My name is Kenneth Jones, and my date of birth is 9/26/1965.

My address is 11509 Billion Pl, Manor, TX, 78653, Travis.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 13 day of March 2019.
(month) (year)



Linda A. Sosa
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding the creation of an affordable senior multi-family housing located at 1001 University Boulevard.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

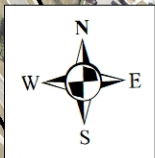
Indexes:

Attachments: Vicinity Map - aerial

Department: Planning and Development Services Department

Text of Legislative File TMP-0283

Cornerstone Associates, LLC, requested this public hearing regarding potential funding for affordable senior multi-family housing at 1001 University Blvd. Construction of the development is proposed to be financed, in part, by equity generated from low-income housing tax credits issued by the Texas Department of Housing and Community Affairs. Cornerstone Associates, LLC is required by State law to pursue a signed resolution stating the City Council does not object to the application for this funding assistance. The subject property is currently zoned as the Senior (SR) zoning district which allows for multi-family use. Cornerstone Associates, LLC is represented by Brad Schwab



1001 University Blvd

University Blvd

Campus Village Dr

Satellite Vw

Eagles Nest St



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution expressing no objection to the creation of an affordable senior multi-family housing located at 1001 University Boulevard.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Vicinity Map

Department: Planning and Development Services Department

Text of Legislative File 2019-0218

Cornerstone Associates, LLC, requested this public hearing regarding potential funding for affordable senior multi-family housing at 1001 University Blvd. Construction of the development is proposed to be financed, in part, by equity generated from low-income housing tax credits issued by the Texas Department of Housing and Community Affairs. Cornerstone Associates, LLC is required by State law to pursue a signed resolution stating the City Council does not object to the application for this funding assistance. The subject property is currently zoned as the Senior (SR) zoning district which allows for a multi-family senior use. Cornerstone Associates, LLC is represented by Brad Schwab.

RESOLUTION NO. R-2019-0218

WHEREAS, Cornerstone Associates, LLC (the "Applicant") propose a development for affordable senior multi-family housing (the "Affordable Housing") that will be located at 1001 University Boulevard in the City of Round Rock, Williamson County, Texas; and

WHEREAS, the Affordable Housing is in the jurisdiction of the City of Round Rock; and

WHEREAS, the Applicant proposes to apply for financing for the Affordable Housing, including Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, the City of Round Rock has conducted a public hearing to take testimony with regard to the Affordable Housing; Now Therefore

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

SECTION ONE. The City of Round Rock has received notice and information from the Applicant with regard to the Affordable Housing in accordance with Texas Government Code § 2306.67071(a).

SECTION TWO. The City of Round Rock has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns it may have about the Affordable Housing.

SECTION THREE. The City of Round Rock has conducted a public hearing at which public comment may be made in accordance with Texas Government Code § 2306.67071(b) and, after due consideration of the information provided by the Applicant and the comments from the public, the City of Round Rock does not object to the Applicant's application for Tax Credits to TDHCA.

SECTION FOUR. Regardless of anything contained herein to the contrary, the approval of this Resolution is expressly subject to and conditioned on the Developer executing a Development Agreement in which the Applicant agrees to not pursue or make application for any ad valorem tax exemptions or abatement for the Affordable Housing.

SECTION FIVE. This Resolution shall become effective immediately upon its passage. Sara L. White, City Clerk, is hereby authorized, directed, and empowered to certify these resolutions to TDHCA.

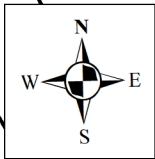
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



1001 University Blvd

University Blvd

Campus Village Dr

Satellite Vw

Eagles Nest St



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute a Development Agreement with Cornerstone Associates, LLC regarding an affordable senior multi-family housing development located at 1001 University Boulevard.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Vicinity Map

Department: Planning and Development Services Department

Text of Legislative File 2019-0219

This development agreement with Cornerstone Associates, LLC states that the City approves their application for low-income housing tax credits issued by the Texas Department of Housing and Community Affairs, with the stipulation that Cornerstone Associates, LLC agrees not to pursue or make application for any ad valorem tax exemptions or abatements for the project.

RESOLUTION NO. R-2019-0219

WHEREAS, Cornerstone Associates, LLC (“Developer”) proposes a development for affordable senior multi-family housing that will be located at 1001 University Boulevard in the City of Round Rock, Williamson County, Texas; and

WHEREAS, the City and Developer desire to enter into a Development Agreement to identify the responsibilities of the Developer and the City in regards to the development of such a Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Development Agreement, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

DEVELOPMENT AGREEMENT

This Development Agreement ("the Agreement") is made by and between the CITY OF ROUND ROCK, TEXAS, (the "City") and CORNERSTONE ASSOCIATES, LLC, (the "Developer") on this ____ day of May, 2019.

RECITALS

WHEREAS, Developer is proposing to build an affordable senior housing development (the "Project") at 1001 University Boulevard in the City of Round Rock, Williamson County, Texas, as shown in Exhibit "A", attached hereto, and

WHEREAS, the Developer proposes to apply for financing for the Project, specifically Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, the Developer has, pursuant to Section 2306.67071 of the Texas Government Code, provided notice to the City of its intent to file for Tax Credits with TDHCA; and

WHEREAS, the City has held a public hearing regarding the Project as required by Section 2306.67071; and

WHEREAS, pursuant to Section 2306.67071, after due consideration of the information provided by the Developer, the City must decide whether to accept or object to the Developers application for Tax Credits to the TDHCA.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The City hereby finds that the Recitals stated above are true and correct.

2. No Objections. Subject to the conditions stated herein, the City hereby approves Developer's application for Tax Credits with the TDHCA.
3. Developer's Obligations. The Developer, in consideration for the City's approval as stated above, agrees to the following:
 - (a) The Developer, its successors and assigns, hereby agree to forego any vesting claims that could be made pursuant to Chapter 245 of the Texas Local Government Code and agree to develop the Project pursuant to all existing City regulations, including but not limited to, current SR (Senior) District zoning regulations.
 - (b) The Developer, its successors and assigns, agree to not pursue any tax exemptions or abatements for the project.
 - (c) The Developer agrees to pay any required impact fees, as provided for in the Round Rock Code of Ordinances.

ARTICLE II

1. No Joint Venture. It is acknowledges and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.
2. Notice of Bankruptcy. In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event.
3. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement
4. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail,

return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If Intended for the City:

City of Round Rock, Texas
Attention: Laurie Hadley
City Manager
221 E. Main Street
Round Rock, Texas 78664

With a copy to:

City of Round Rock, Texas
Attention: Steve Sheets
City Attorney
309 E. Main Street
Round Rock, Texas 78664

If intended for the Developer:

Cornerstone Associates, LLC
209 South 19th Street, Suite 100
Omaha, NE 68102

5. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.
6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.
7. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

8. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9. Assignment. This Agreement may not be assigned without the written consent of the City.

10. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

11. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[Signatures on the following page.]

Executed on this _____ day of _____, 2019.

DEVELOPER:

CORNERSTONE ASSOCIATES, LLC

By: _____

Its: _____

CITY:

ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Attest:

Sara White, City Clerk

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2019,
by Craig Morgan, Mayor of the City of Round Rock, Texas, on behalf of said city.

Notary Public, State of Texas

My Commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

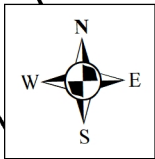
This instrument was acknowledged before me on _____, 2019
by _____, _____ of CORNERSTONE ASSOCIATES,
LLC, on behalf of said limited liability company.

Notary Public, State of Texas

My Commission expires: _____

After recording, return to:

Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664



1001 University Blvd

University Blvd

Campus Village Dr

Satellite Vw

Eagles Nest St



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution nominating Dell Inc. at its Building 5 of the Round Rock campus as a qualified Enterprise Project to be eligible to participate in the Enterprise Zone Program.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution

Department: Administration

Text of Legislative File 2019-0212

This agenda item is a request for nomination of Dell's Round Rock Building 5 as an Enterprise Project. Dell employs 1,134 employees at its Building 5 facility located at 200 Dell Way in Round Rock, Texas. Each of these subsidiaries will be an additional participating entity for this application as they have a role in the operations at Building 5. Each legal entity operates within the property and will benefit from the remodel improvements to the Building. Due to the multiple entities involved in the operations of this building and included in this project, the business will maintain separate payroll and tax records of the business activity conducted at the qualified business site.

Dell's basis for qualification of enterprise project designation are, (1) it involves "an expansion, renovation, or new construction"; (2) it will be completed within a predetermined period of time not to exceed 5 years; and (3) the company utilizes a cost center based accounting system that allows for tracking of income and expenses related to the Building 5 facility in the City of Round Rock.

The Building 5 facility is located in Census Tract 207.03, Block Group 3, in Williamson County with a 9.64% poverty level, as defined by the U.S. Census for 2010. Dell commits to hiring thirty-five percent (35%) economically disadvantaged persons, veterans or enterprise zone residents for its new or replacement personnel at the Building 5 facility, for certified jobs over the next five years.

Cost: N/A

Source of Funds: N/A

RESOLUTION NO. R-2019-0212

A RESOLUTION OF THE CITY COUNCIL OF ROUND ROCK; AUTHORIZING THE CITY OF ROUND ROCK TO NOMINATE DELL INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK (“BANK”) FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT (“PROJECT”) UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (“ACT”).

WHEREAS, The City of Round Rock, Texas (the “City”) has previously passed Ordinance No. G-09-10-22-10A1 on October 22, 2009 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. G-09-10-22-10A1; and

WHEREAS, the Office of the Governor Economic Development and Tourism through the Economic Development Bank (the “Bank”) will consider Dell Inc. as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the “Act”), Dell Inc. has applied to the City for designation as an enterprise project at its Building 5 on the Round Rock campus; and

WHEREAS, the City finds that Dell Inc. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Dell Inc. is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within

- the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans'; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
 3. The designation of Dell Inc. as an enterprise project will contribute significantly to the achievement of the plans of the city for development and revitalization of the area.

WHEREAS, the City finds Dell Inc. meets the criteria for tax relief and other incentives adopted by the City and nominates Dell Inc. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Dell Inc. as an enterprise project pursuant to the Act;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK:

That the findings of the City and its actions approving this Resolution taken at the council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that Dell Inc. is a "qualified business", as defined in the Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by the Office of the Governor Economic Development and Tourism and terminate five years from the date of designation.

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 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution denying an application for approval of a rate change submitted by Oncor Electric Delivery Company LLC and authorizing participation in proceedings at the Public Utility Commission of Texas.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2019-0213

On April 8, 2019, Oncor Electric Delivery Company, LLC applied to increase rates that would increase its annual revenues by approximately \$29 million. Without action by the City, Oncor proposes to implement this increase on September 1, 2019.

The City is a franchising city and a member of the Alliance of Oncor Cities (AOC) with legal representation from Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) in rate matters involving Oncor. The AOC is a 25-member coalition that includes Pflugerville, Denton, Hillsboro, and various other member cities served by Oncor. The City's involvement is similar to that with Atmos where the City is part of a coalition to examine and monitor rate filings on behalf of its citizens.

This resolution denying the rate change is designed to give the City, through participation in the AOC, more time for a detailed review of Oncor's application and to request additional information as necessary to fully evaluate the proposal and determine the most appropriate response.

RESOLUTION NO. R-2019-0213

RESOLUTION BY THE CITY OF ROUND ROCK, TEXAS (“CITY”) DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE REQUEST OF ONCOR ELECTRIC DELIVERY COMPANY LLC MADE ON OR ABOUT APRIL 8, 2019; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, on about April 8, 2019, Oncor Electric Delivery Company, LLC (“Oncor”) filed an application for approval to amend its Distribution Cost Recovery Factor (“DCRF”) with the City that will increase Oncor’s rates effective September 1, 2019; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over Oncor’s rates, operations, and services within the municipality, and specifically over its requested amendment to its DCRF under Chapter 36, §36.210; and

WHEREAS, Oncor seeks to include in rates its investment in distribution capital it has made from January 1, 2017 through December 31, 2018; and

WHEREAS, the inclusion of Oncor’s investment in distribution capital in rates, has the effect of increasing Oncor’s revenue requirement by approximately \$29 million; and

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is 60 days from the application date, or June 7, 2019; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of Oncor’s application to increase rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Oncor's rate request, it is prudent to coordinate the City's efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by Oncor to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Oncor Cities ("AOC") and hereby continues its participation in AOC; and

WHEREAS, Oncor simultaneously filed an application for approval of a DCRF with the Public Utility Commission of Texas, and therefore the decision of the Public Utility Commission of Texas will have an impact on the rates paid by the City and its citizens who are customers in Oncor's service territory, and in order for the City's participation to be meaningful, it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas; and

WHEREAS, Oncor failed to show that its proposed rate change in rates is reasonable and therefore the City has concluded that Oncor's proposed rate change is unreasonable; and

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City **DENIES** the rate change Oncor requested on or about April 8, 2019.

Section 3. The City authorizes intervention in proceedings related to Oncor's application for approval of its DCRF before the Public Utility Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as the Alliance of Oncor Cities ("AOC").

Section 4. The City hereby orders Oncor to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related

proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law.

Section 5. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of Oncor's rate application subject to approval by the City.

Section 6. The City, through its participation in AOC, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 7. A copy of this resolution shall be sent to Oncor Electric Delivery Company, LLC, care of Mr. J. Michael Sherburne, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 816 Congress Ave., Suite 950, Austin, Texas 78701.

Section 8. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

Section 10. This resolution shall become effective from and after its passage.

RESOLVED this 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended March 31, 2019.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Round Rock by the Numbers - FY 2018-19 - Q2

Department: Finance Department

Text of Legislative File 2019-0220

The attached report provides a summary of the City's investments and financial highlights for the quarter ending March 31, 2019. The financial summary has two components. The first page provides quarterly revenue and economic highlights. The second page is a summary of annual budget and city financial facts. The second report is the City's quarterly investment report. Investing and reporting are governed by the City's investment policy and General Government Code Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). This quarterly report is prepared by the City's investment advisor, Valley View Consulting, LLC in close coordination with City staff. Section 2256.023 of the PFIA states that a written report of investments be submitted to the government body at least quarterly. The report meets those requirements and is available on the City's website. The investment activity during the quarter was in compliance with the City's investment policy and the PFIA.

RESOLUTION NO. R-2019-0220

WHEREAS, Chapter 2256, Texas Government Code, Section 2256.023 of the Public Funds Investment Act states that a written report of investments be submitted to the governing body at least quarterly; and

WHEREAS, a Quarterly Investment Report for the quarter ending March 31, 2019 for the City of Round Rock has been submitted to the City Council; and

WHEREAS, the City Council desires to acknowledge the receipt and acceptance of the attached Quarterly Investment Report, Now Therefore

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

That the Quarterly Investment Report, attached hereto as Exhibit “A” and incorporated herein, is hereby received and accepted.

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 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT
"A"

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2019

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Round Rock, Texas is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

signature withheld for security purposes

Chief Financial Officer

signature withheld for security purposes

Deputy Chief Financial Officer

signature withheld for security purposes

Accounting Manager

signature withheld for security purposes

Treasury Accountant

signature withheld for security purposes

Valley View Consulting, LLC

Dated

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary Holdings by Investment Category (Security Sector)

March 31, 2019

Description	YTM @ Cost	Book Value	Market Value
Cash	0.53%	\$ 5,188,138	\$ 5,188,138
Certificates of Deposit	2.39%	251,864,351	251,864,351
Local Government Investment Pool	2.42%	6,019,855	6,019,855
Money Market Accounts	2.66%	22,227,621	22,227,621
Municipal	2.16%	4,898,612	4,896,383
US Agency	2.46%	49,265,130	49,330,684
Total / Average	2.38%	\$ 339,463,706	\$ 339,527,031

December 31, 2018

Description	YTM @ Cost	Book Value	Market Value
Cash	0.50%	\$ 8,973,447	\$ 8,973,447
Certificates of Deposit	2.17%	223,874,504	223,874,504
Local Government Investment Pool	2.29%	34,476,756	34,476,756
Money Market Accounts	2.59%	4,114,863	4,114,863
Municipal	1.54%	6,317,761	6,301,689
US Agency	2.46%	49,148,650	49,163,939
Total / Average	2.18%	\$ 326,905,980	\$ 326,905,197

Average Yield

	Current Quarter (1)	Fiscal Year-to-Date (2)
Total Portfolio	2.38%	2.28%
TexPool Yield	2.42%	2.35%
Rolling Three Mo. Treas. Yield	2.44%	2.40%
Rolling Six Mo. Treas. Yield	2.51%	2.44%
Rolling 1 Yr. Treas. Yield	2.48%	2.41%
Rolling 2 Yr. Treas. Yield	2.12%	2.04%

Investment Income (3)

Interest Income (Approximate)	\$ 1,927,444	\$ 3,525,478
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WAM at 3/31/2019 Policy WAM Max

Total Portfolio	276 days	540 days
Pooled Funds	311 days	540 days

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

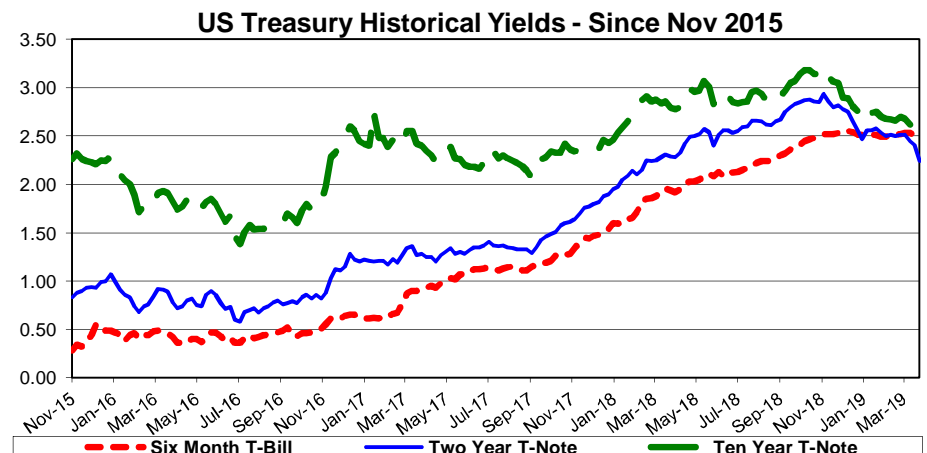
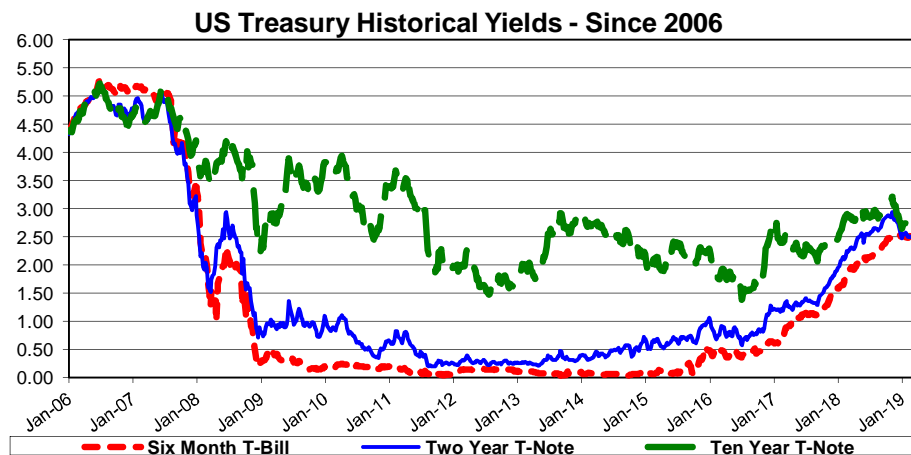
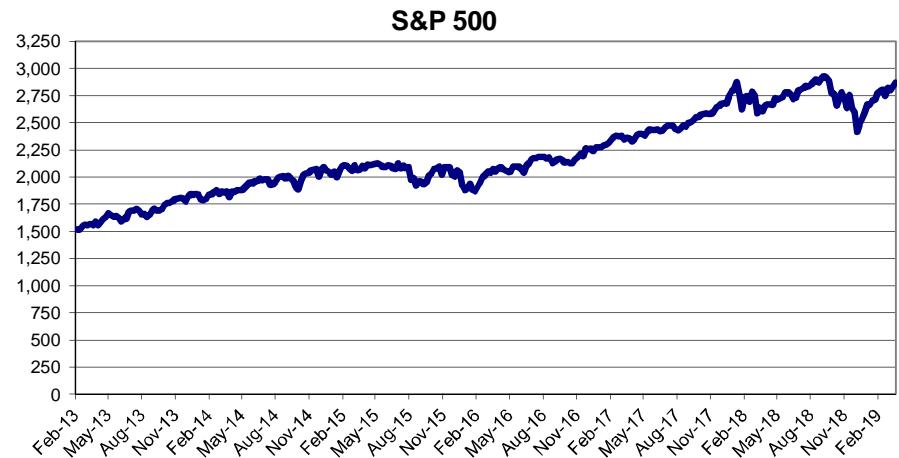
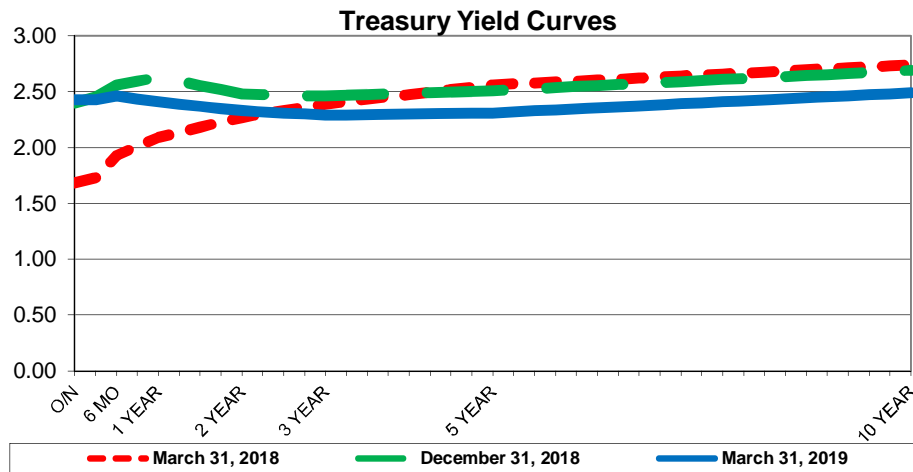
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Investment Income includes coupon interest, accrued interest, and discount and premium amortization.

Economic Overview

3/31/2019

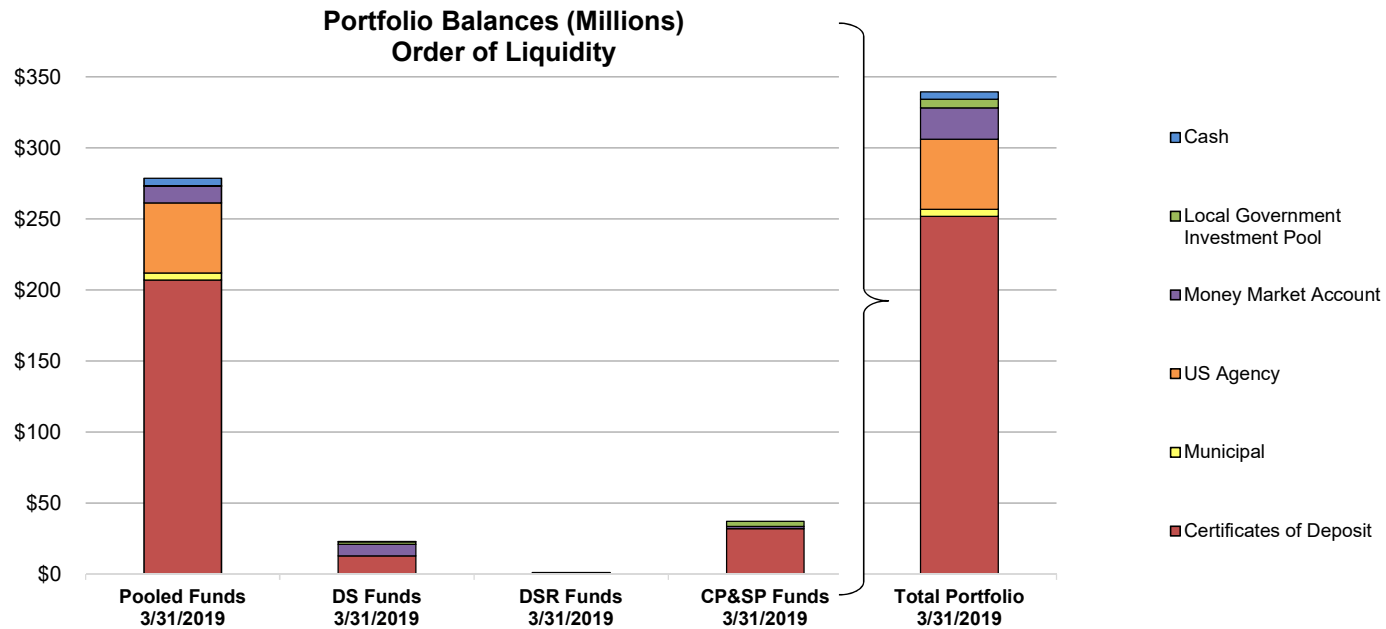
The Federal Open Market Committee (FOMC) maintained the Fed Funds target range to 2.25% - 2.50% (Effective Fed Funds are trading +/-2.40%). The market projections now lean toward decreases late 2019 or early 2020. Gradual FRB portfolio reduction continues by limiting reinvestment of maturing holdings, but that strategy will end this summer. February Non Farm Payroll plunged to only 20,000 new jobs (although Dec and Jan were revised up slightly). Fourth quarter GDP registered 2.2% (final). Crude oil remained +/- \$55. The Stock Markets continued higher from December lows. Housing mostly mixed. The mid-maturity yield curve is lower and still sway-backed.



Holdings by Investment Category

March 31, 2019

	Pooled Funds		Debt Service Funds		Debt Service Reserve Funds		Capital Project & Special Purpose Funds		Total Portfolio	
Description	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio
Cash	\$ 5,183,348	2%	\$ 4,790	0%	\$ –	0%	\$ –	0%	\$ 5,188,138	2%
Certificates of Deposit	207,106,092	61%	12,886,561	4%	–	0%	31,871,697	9%	251,864,351	74%
Investment Pools	436,391	0%	1,825,751	1%	8,540	0%	3,749,174	1%	6,019,855	2%
Money Market Accounts	11,783,513	3%	8,053,699	2%	832,010	0%	1,558,398	0%	22,227,621	7%
Municipal	4,898,612	1%	–	0%	–	0%	–	0%	4,898,612	1%
US Agency	49,265,130	15%	–	0%	–	0%	–	0%	49,265,130	15%
Total / Average	\$ 278,673,087	82%	\$ 22,770,801	7%	\$ 840,550	0%	\$ 37,179,269	11%	\$ 339,463,706	100%



Investment Holdings by Investment Category

March 31, 2019

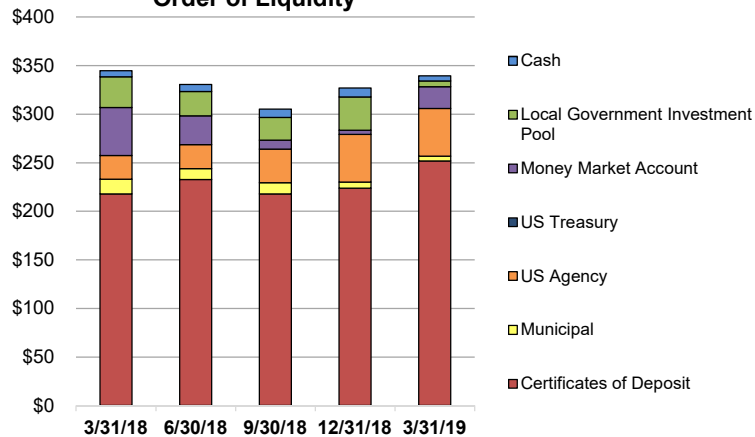
Description	Book Value	% of Portfolio	Portfolio Limitation
Cash	\$ 5,188,138	2%	100%
Certificates of Deposit	251,864,351	74%	75%
Commercial Paper	—	0%	10% / 5%
Investment Pools	6,019,855	2%	100%
Money Market Accounts	22,227,621	7%	50%
Municipal	4,898,612	1%	35% / 5%
US Agency	49,265,130	15%	Combined
US Treasury	—	0%	75%
Total / Average	\$ 339,463,706	100%	PASSED

Quarterly Transactions By Investment Category

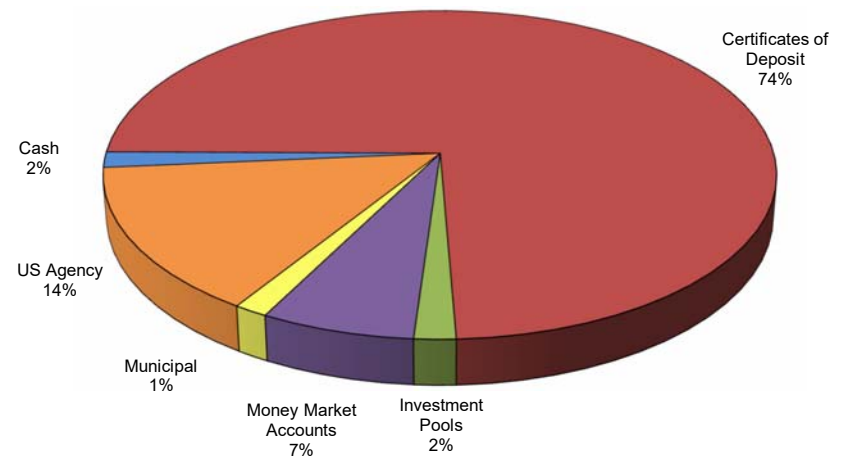
March 31, 2019

Description	Buys	Sells	Maturities	Calls	Interest	Net Cash Equivalent Deposit/(Withdrawal)
Cash	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (3,785,309)
Certificates of Deposit	61,320,151	—	33,330,304	—	1,367,305	—
Commercial Paper	—	—	—	—	—	—
Investment Pools	—	—	—	—	131,322	(28,456,901)
Money Markets Accounts	—	—	—	—	112,758	18,112,758
Municipal	2,850,259	—	4,255,000	—	77,876	—
US Agency	—	—	—	—	281,250	—
US Treasury	—	—	—	—	—	—
Totals	\$ 64,170,410	\$ —	\$ 37,585,304	\$ —	\$ 1,970,511	\$ (14,129,452)

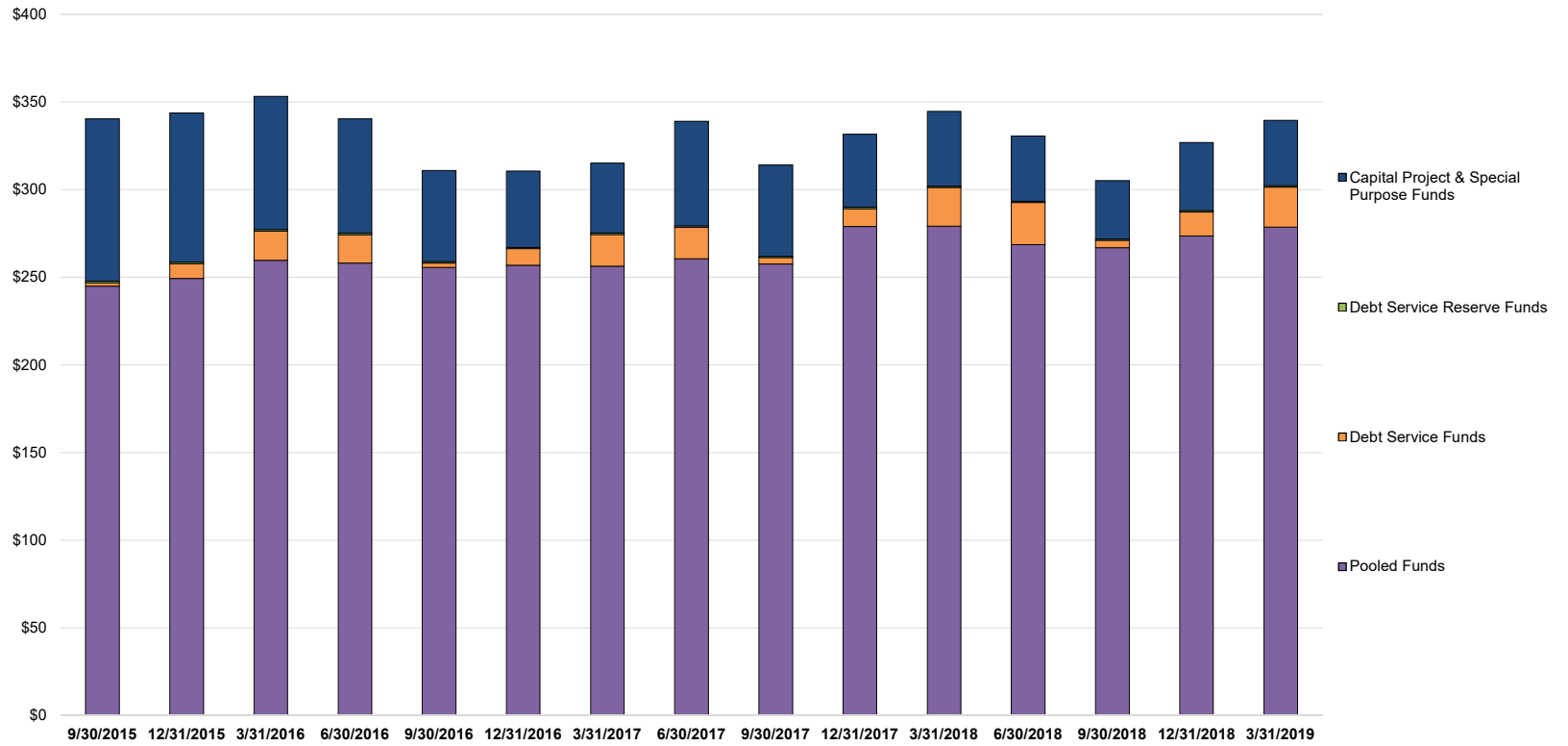
**Portfolio Balances (Millions)
Order of Liquidity**



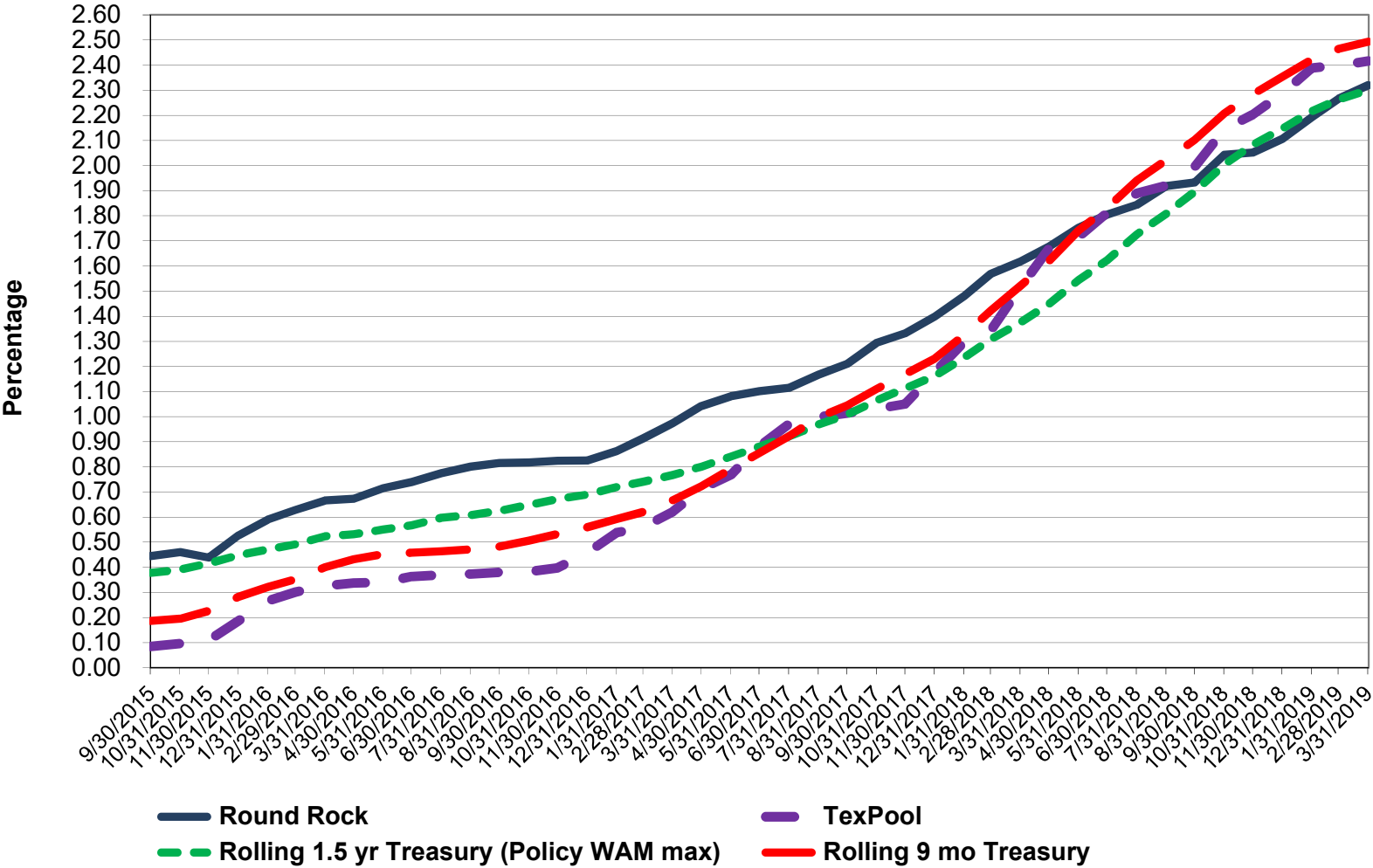
**Portfolio Composition
March 31, 2019**



Portfolio Balances By Fund (Millions)



City of Round Rock
Pooled Funds Performance



Holdings by Allocation and Portfolio (Fund)
March 31, 2019

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 000 - Pooled Investments										
NexBank	2.66%		11/29/2016	\$ 11,741,856	\$ 11,741,856	100.00	\$ 11,741,856	N/A	1	2.66%
Green Bank	2.56%		06/09/2016	41,658	41,658	100.00	41,658	N/A	1	2.56%
JPMorgan Chase	0.53%		09/30/2015	5,183,348	5,183,348	100.00	5,183,348	N/A	1	0.53%
TexSTAR	2.41%	AAAm	09/30/2015	196,424	196,424	100.00	196,424	N/A	1	2.41%
TexPool	2.42%	AAAm	09/30/2015	227,277	227,277	100.00	227,277	N/A	1	2.42%
TexasDAILY	2.41%	AAAm	09/30/2015	12,690	12,690	100.00	12,690	N/A	1	2.41%
R Bank	1.74%		10/02/2017	2,044,049	2,044,049	100.00	2,044,049	04/02/2019	2	1.74%
Lubbock National Bank	1.50%		04/05/2017	6,174,745	6,174,745	100.00	6,174,745	04/05/2019	5	1.50%
Independent Bank	1.65%		05/01/2017	5,146,695	5,146,695	100.00	5,146,695	05/01/2019	31	1.65%
Union State Bank	2.39%		05/10/2018	2,000,000	2,000,000	100.00	2,000,000	05/09/2019	39	2.39%
Texas A&M Univ	1.94%	Aaa/AAA/AAA	05/01/2017	2,050,000	2,051,099	99.93	2,048,606	05/15/2019	45	1.50%
Austin TX W&WW System Rev	1.93%	Aa2/AA/AA-	01/04/2019	2,850,000	2,847,513	99.92	2,847,777	05/15/2019	45	2.63%
LegacyTexas Bank	2.05%		12/22/2017	4,130,118	4,130,118	100.00	4,130,118	06/21/2019	82	2.05%
LegacyTexas Bank	1.70%		06/23/2017	5,150,697	5,150,697	100.00	5,150,697	06/24/2019	85	1.70%
FHLMC	0.88%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,961,163	99.50	9,949,561	07/19/2019	110	2.19%
LegacyTexas Bank	1.70%		08/10/2017	8,217,750	8,217,750	100.00	8,217,750	08/09/2019	131	1.70%
R Bank	1.80%		08/10/2017	2,054,886	2,054,886	100.00	2,054,886	08/10/2019	132	1.80%
LegacyTexas Bank	1.70%		08/28/2017	5,136,094	5,136,094	100.00	5,136,094	08/28/2019	150	1.70%
LegacyTexas Bank	2.10%		12/21/2017	4,106,001	4,106,001	100.00	4,106,001	09/20/2019	173	2.10%
JPMorganChase	1.64%		10/02/2017	14,232,789	14,232,789	100.00	14,232,789	10/02/2019	185	1.64%
Lubbock National Bank	1.65%		10/02/2017	10,235,838	10,235,838	100.00	10,235,838	10/02/2019	185	1.65%
R Bank	1.83%		10/02/2017	2,046,353	2,046,353	100.00	2,046,353	10/02/2019	185	1.83%
FNMA	0.00%	-/AA/AA-	10/11/2017	5,000,000	4,954,005	98.71	4,935,250	10/09/2019	192	1.79%
REFCORP	0.00%	-/AA/-	10/29/2018	8,500,000	8,376,125	98.67	8,386,525	10/15/2019	198	2.74%
JPMorganChase	1.98%		11/09/2017	5,100,375	5,100,375	100.00	5,100,375	11/09/2019	223	1.98%
East West Bank	2.67%		02/20/2019	5,014,651	5,014,651	100.00	5,014,651	11/20/2019	234	2.67%
Union State Bank	0.99%		12/05/2016	245,000	245,000	100.00	245,000	12/05/2019	249	0.99%
LegacyTexas Bank	2.20%		12/21/2017	10,277,784	10,277,784	100.00	10,277,784	12/20/2019	264	2.20%
LegacyTexas Bank	2.20%		01/08/2018	7,693,962	7,693,962	100.00	7,693,962	01/08/2020	283	2.20%
East West Bank	2.21%		01/26/2018	10,263,767	10,263,767	100.00	10,263,767	01/26/2020	301	2.21%
FFCB	2.07%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,978,681	99.60	9,959,736	02/14/2020	320	2.32%
JPMorganChase	2.56%		03/21/2018	5,129,778	5,129,778	100.00	5,129,778	03/21/2020	356	2.56%
Independent Bank	2.62%		04/09/2018	13,258,309	13,258,309	100.00	13,258,309	04/09/2020	375	2.62%
R Bank	2.85%		05/14/2018	2,043,567	2,043,567	100.00	2,043,567	05/14/2020	410	2.85%
LegacyTexas Bank	2.75%		05/15/2018	7,161,991	7,161,991	100.00	7,161,991	05/15/2020	411	2.75%
Independent Bank	2.70%		05/16/2018	5,102,778	5,102,778	100.00	5,102,778	05/16/2020	412	2.70%
Independent Bank	2.95%		06/20/2018	5,111,135	5,111,135	100.00	5,111,135	06/19/2020	446	2.95%
Independent Bank	2.95%		07/06/2018	6,597,022	6,597,022	100.00	6,597,022	07/08/2020	465	2.95%
FFCB	2.68%	Aaa/AA+/AAA	08/29/2018	10,000,000	9,995,733	100.51	10,050,741	08/24/2020	512	2.71%
East West Bank	2.69%		03/04/2019	5,010,328	5,010,328	100.00	5,010,328	09/04/2020	523	2.69%
East West Bank	2.78%		01/11/2019	4,024,446	4,024,446	100.00	4,024,446	10/12/2020	561	2.78%
FHLB	2.86%	Aaa/AA+/-	10/02/2018	6,000,000	5,999,423	100.81	6,048,871	10/15/2020	564	2.87%
LegacyTexas Bank	3.05%		11/16/2018	5,050,326	5,050,326	100.00	5,050,326	11/16/2020	596	3.05%
East West Bank	2.70%		02/20/2019	5,014,816	5,014,816	100.00	5,014,816	11/20/2020	600	2.70%
LegacyTexas Bank	3.05%		12/07/2018	5,037,697	5,037,697	100.00	5,037,697	12/07/2020	617	3.05%
East West Bank	2.78%		01/11/2019	10,061,115	10,061,115	100.00	10,061,115	01/11/2021	652	2.78%
Origin Bank	2.82%		02/12/2019	6,200,000	6,200,000	100.00	6,200,000	02/12/2021	684	2.82%
East West Bank	2.71%		02/20/2019	10,531,229	10,531,229	100.00	10,531,229	02/19/2021	691	2.71%
LegacyTexas Bank	2.74%		03/01/2019	2,500,000	2,500,000	100.00	2,500,000	03/01/2021	701	2.74%
Sub Total / Average	2.14%			278,909,344	278,673,087	99.94	278,736,411		311	2.32%

Holdings by Allocation and Portfolio (Fund)
March 31, 2019

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 170 - Interest & Sinking GO Bonds										
TexasDAILY	2.41%	AAAm	04/30/2016	84,158	84,158	100.00	84,158	N/A	1	2.41%
NexBank	2.66%		02/27/2017	7,049,772	7,049,772	100.00	7,049,772	N/A	1	2.66%
TexPool	2.42%	AAAm	09/30/2015	92,543	92,543	100.00	92,543	N/A	1	2.42%
R Bank	2.75%		12/26/2018	1,510,205	1,510,205	100.00	1,510,205	06/26/2019	87	2.75%
East West Bank	2.69%		01/11/2019	7,846,122	7,846,122	100.00	7,846,122	07/11/2019	102	2.69%
Sub Total / Average	2.68%			16,582,801	16,582,801	100.00	16,582,801		57	2.68%
Fund 210 - Interest & Sinking Debt Service										
NexBank	2.66%		02/27/2019	1,003,927	1,003,927	100.00	1,003,927	N/A	1	2.66%
JPMorgan Chase	0.53%		09/30/2015	4,790	4,790	100.00	4,790	N/A	1	0.53%
Sub Total / Average	2.65%			1,008,718	1,008,718	100.00	1,008,718		1	2.65%
Fund 459 - 2018 Bond Fund										
TexPool	2.42%	AAAm	12/15/2018	1,018,032	1,018,032	100.00	1,018,032	N/A	1	2.42%
Wallis State Bank	2.76%		12/21/2018	3,020,446	3,020,446	100.00	3,020,446	09/23/2019	176	2.76%
R Bank	2.83%		12/26/2018	3,020,538	3,020,538	100.00	3,020,538	09/24/2019	177	2.83%
Sub Total / Average	2.74%			7,059,016	7,059,016	100.00	7,059,016		151	2.74%
Fund 460 - Bond Fund										
TexPool	2.42%	AAAm	09/30/2015	644,690	644,690	100.00	644,690	N/A	1	2.42%
NexBank	2.66%		11/29/2016	1,558,398	1,558,398	100.00	1,558,398	N/A	1	2.66%
Independent Bank	2.78%		07/06/2018	6,084,380	6,084,380	100.00	6,084,380	07/09/2019	100	2.78%
East West Bank	2.86%		12/07/2018	5,045,257	5,045,257	100.00	5,045,257	12/09/2019	253	2.86%
East West Bank	2.70%		03/04/2019	4,008,293	4,008,293	100.00	4,008,293	03/04/2020	339	2.70%
Sub Total / Average	2.76%			17,341,018	17,341,018	100.00	17,341,018		187	2.76%
Fund 462 - 2017 Bond Fund										
TexPool	2.42%	AAAm	05/30/2017	1,310,710	1,310,710	100.00	1,310,710	N/A	1	2.42%
LegacyTexas Bank	1.70%		06/23/2017	1,030,139	1,030,139	100.00	1,030,139	06/24/2019	85	1.70%
East West Bank	2.38%		03/21/2018	3,074,458	3,074,458	100.00	3,074,458	09/21/2019	174	2.38%
East West Bank	2.86%		12/07/2018	1,513,577	1,513,577	100.00	1,513,577	12/09/2019	253	2.86%
R Bank	2.90%		12/26/2018	2,014,352	2,014,352	100.00	2,014,352	12/26/2019	270	2.90%
Sub Total / Average	2.51%			8,943,236	8,943,236	100.00	8,943,236		173	2.51%
Fund 591 - Reserves Fund										
Green Bank	2.56%		06/09/2016	832,010	832,010	100.00	832,010	N/A	1	2.56%
TexPool	2.42%	AAAm	09/30/2015	8,540	8,540	100.00	8,540	N/A	1	2.42%
Sub Total / Average	2.56%			840,550	840,550	100.00	840,550		1	2.56%
Fund 602 - Interest & Sinking Revenue Bonds										
TexPool	2.42%	AAAm	09/30/2015	1,649,049	1,649,049	100.00	1,649,049	N/A	1	2.42%
East West Bank	2.73%		12/07/2018	3,530,233	3,530,233	100.00	3,530,233	06/07/2019	68	2.73%
Sub Total / Average	2.63%			5,179,283	5,179,283	100.00	5,179,283		47	2.63%
Fund 863 - Drainage Utility Revenue Bond										
TexPool	2.42%	AAAm	10/31/2015	775,742	775,742	100.00	775,742	N/A	1	2.42%
R Bank	2.63%		05/14/2018	3,060,256	3,060,256	100.00	3,060,256	05/14/2019	44	2.63%
Sub Total / Average	2.59%			3,835,999	3,835,999	100.00	3,835,999		35	2.59%
Total / Average	2.24%			\$ 339,699,964	\$ 339,463,706	99.95	\$ 339,527,031		276	2.38%

Book Value Comparison

March 31, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 8,968,657	\$ -	\$ 3,785,309	\$ 5,183,348	\$ (3,785,309)
TexPool	N/A	09/30/2015	N/A	23,574,832	69,578	23,417,133	227,277	(23,347,555)
TexSTAR	N/A	09/30/2015	N/A	195,266	1,159	-	196,424	1,159
TexasDAILY	N/A	09/30/2015	N/A	12,615	75	-	12,690	75
NexBank	N/A	11/29/2016	N/A	1,682,239	10,059,617	-	11,741,856	10,059,617
Green Bank	N/A	06/09/2016	N/A	41,393	264	-	41,658	264
Lubbock National Bank	1.45%	01/11/2017	01/11/2019	10,281,404	-	10,281,404	-	(10,281,404)
Galveston Texas	6.21%	01/08/2018	02/01/2019	1,234,454	-	1,230,000	-	(1,234,454)
Tomball TX CO's	5.00%	12/20/2016	02/15/2019	778,445	-	775,000	-	(778,445)
LegacyTexas Bank	1.40%	02/17/2017	02/19/2019	9,753,107	11,589	9,764,696	-	(9,753,107)
Corpus Christi-Ref	1.81%	03/14/2016	03/01/2019	2,251,566	-	2,250,000	-	(2,251,566)
Lubbock National Bank	1.45%	03/01/2017	03/01/2019	5,641,790	13,655	5,655,445	-	(5,641,790)
R Bank	1.74%	10/02/2017	04/02/2019	2,035,104	8,945	-	2,044,049	8,945
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,151,963	22,782	-	6,174,745	22,782
Independent Bank	1.65%	05/01/2017	05/01/2019	5,125,379	21,316	-	5,146,695	21,316
Union State Bank	2.39%	05/10/2018	05/09/2019	2,000,000	-	-	2,000,000	-
Austin TX W&WW System Rev	1.93%	01/04/2019	05/15/2019	-	2,850,259	-	2,847,513	2,847,513
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,053,296	-	-	2,051,099	(2,197)
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,109,312	20,807	-	4,130,118	20,807
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,129,166	21,530	-	5,150,697	21,530
FHLMC	0.88%	02/28/2018	07/19/2019	9,929,387	-	-	9,961,163	31,776
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,183,400	34,351	-	8,217,750	34,351
R Bank	1.80%	08/10/2017	08/10/2019	2,045,585	9,302	-	2,054,886	9,302
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,114,625	21,469	-	5,136,094	21,469
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,084,813	21,188	-	4,106,001	21,188
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,232,789	-	-	14,232,789	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,194,307	41,532	-	10,235,838	41,532
R Bank	1.83%	10/02/2017	10/02/2019	2,036,936	9,417	-	2,046,353	9,417
FNMA	0.00%	10/11/2017	10/09/2019	4,932,445	-	-	4,954,005	21,560
REFCORP	0.00%	10/29/2018	10/15/2019	8,319,818	-	-	8,376,125	56,307
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,100,375	-	-	5,100,375	-
East West Bank	2.67%	02/20/2019	11/20/2019	-	5,014,651	-	5,014,651	5,014,651
Union State Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,222,232	55,552	-	10,277,784	55,552
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	7,652,375	41,587	-	7,693,962	41,587
East West Bank	2.21%	01/26/2018	01/26/2020	10,207,990	55,777	-	10,263,767	55,777
FFCB	2.07%	02/28/2018	02/14/2020	9,972,684	-	-	9,978,681	5,996
JPMorganChase	2.56%	03/21/2018	03/21/2020	5,000,000	129,778	-	5,129,778	129,778
Independent Bank	2.62%	04/09/2018	04/09/2020	13,171,327	86,981	-	13,258,309	86,981
R Bank	2.85%	05/14/2018	05/14/2020	2,028,941	14,627	-	2,043,567	14,627
LegacyTexas Bank	2.75%	05/15/2018	05/15/2020	7,113,646	48,345	-	7,161,991	48,345
Independent Bank	2.70%	05/16/2018	05/16/2020	5,068,286	34,492	-	5,102,778	34,492
Independent Bank	2.95%	06/20/2018	06/19/2020	5,074,225	36,910	-	5,111,135	36,910
Independent Bank	2.95%	07/06/2018	07/08/2020	6,548,332	48,691	-	6,597,022	48,691
FFCB	2.68%	08/29/2018	08/24/2020	9,994,983	-	-	9,995,733	750
East West Bank	2.69%	03/04/2019	09/04/2020	-	5,010,328	-	5,010,328	5,010,328
East West Bank	2.78%	01/11/2019	10/12/2020	-	4,024,446	-	4,024,446	4,024,446
FHLB	2.86%	10/02/2018	10/15/2020	5,999,331	-	-	5,999,423	92
LegacyTexas Bank	3.05%	11/16/2018	11/16/2020	5,012,534	37,791	-	5,050,326	37,791
East West Bank	2.70%	02/20/2019	11/20/2020	-	5,014,816	-	5,014,816	5,014,816
LegacyTexas Bank	3.05%	12/07/2018	12/07/2020	5,000,000	37,697	-	5,037,697	37,697
East West Bank	2.78%	01/11/2019	01/11/2021	-	10,061,115	-	10,061,115	10,061,115
Origin Bank	2.82%	02/12/2019	02/12/2021	-	6,200,000	-	6,200,000	6,200,000
East West Bank	2.71%	02/20/2019	02/19/2021	-	10,531,229	-	10,531,229	10,531,229
LegacyTexas Bank	2.74%	03/01/2019	03/01/2021	-	2,500,000	-	2,500,000	2,500,000
Sub Total/Average Fund 000 - Pooled Investments				273,506,354	62,223,648	57,158,988	278,673,087	5,166,733

Book Value Comparison

March 31, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	2,244,383	13,417	2,165,256	92,543	(2,151,840)
TexasDAILY	N/A	04/30/2016	N/A	2,476,905	7,253	2,400,000	84,158	(2,392,747)
NexBank	N/A	02/27/2017	N/A	25,555	7,024,217	–	7,049,772	7,024,217
R Bank	2.75%	12/26/2018	06/26/2019	1,500,000	10,205	–	1,510,205	10,205
East West Bank	2.69%	01/11/2019	07/11/2019	–	7,846,122	–	7,846,122	7,846,122
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				6,246,843	14,901,214	4,565,256	16,582,801	10,335,958
Fund 210 - Interest & Sinking Debt Service								
NexBank	N/A	02/27/2019	N/A	–	1,003,927	–	1,003,927	1,003,927
JPMorgan Chase	N/A	09/30/2015	N/A	4,790	–	–	4,790	–
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				4,790	1,003,927	–	1,008,718	1,003,927
Fund 459 - 2018 Bond Fund								
TexPool	N/A	12/15/2018	N/A	1,013,509	6,508	1,985	1,018,032	4,522
Wallis State Bank	2.76%	12/21/2018	09/23/2019	3,000,000	20,446	–	3,020,446	20,446
R Bank	2.83%	12/26/2018	09/24/2019	3,000,000	20,538	–	3,020,538	20,538
Sub Total/Average Fund 459 - 2018 Bond Fund				7,013,509	47,492	1,985	7,059,016	45,507
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	63,070	760,191	178,571	644,690	581,620
NexBank	N/A	11/29/2016	N/A	1,538,945	4,019,453	4,000,000	1,558,398	19,453
East West Bank	2.16%	04/09/2018	01/09/2019	5,079,628	–	5,079,628	–	(5,079,628)
Independent Bank	2.78%	07/06/2018	07/09/2019	6,042,043	42,337	–	6,084,380	42,337
East West Bank	2.86%	12/07/2018	12/09/2019	5,009,804	35,453	–	5,045,257	35,453
East West Bank	2.70%	03/04/2019	03/04/2020	–	4,008,293	–	4,008,293	4,008,293
Sub Total/Average Fund 460 - Bond Fund				17,733,489	8,865,727	9,258,199	17,341,018	(392,471)
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	898,352	412,358	–	1,310,710	412,358
LegacyTexas Bank	1.65%	06/23/2017	03/22/2019	1,025,065	2,875	1,027,940	–	(1,025,065)
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,025,833	4,306	–	1,030,139	4,306
East West Bank	2.38%	03/21/2018	09/21/2019	3,056,469	17,989	–	3,074,458	17,989
East West Bank	2.86%	12/07/2018	12/09/2019	1,502,941	10,636	–	1,513,577	10,636
R Bank	2.90%	12/26/2018	12/26/2019	2,000,000	14,352	–	2,014,352	14,352
Sub Total/Average Fund 462 - 2017 Bond Fund				9,508,660	462,516	1,027,940	8,943,236	(565,424)
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,489	50	–	8,540	50
Green Bank	N/A	06/09/2016	N/A	826,730	5,280	–	832,010	5,280
Sub Total/Average Fund 591 - Reserves Fund				835,220	5,330	–	840,550	5,330
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	3,989,335	16,314	2,356,599	1,649,049	(2,340,286)
East West Bank	2.73%	12/07/2018	06/07/2019	3,506,550	23,683	–	3,530,233	23,683
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				7,495,885	39,997	2,356,599	5,179,283	(2,316,603)
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	–	887,377	111,635	775,742	775,742
Southside Bank	1.88%	01/08/2018	01/08/2019	1,521,191	–	1,521,191	–	(1,521,191)
R Bank	2.63%	05/14/2018	05/14/2019	3,040,038	20,219	–	3,060,256	20,219
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				4,561,229	907,596	1,632,826	3,835,999	(725,230)
Total / Average				\$ 326,905,980	\$ 88,457,447	\$ 76,001,792	\$ 339,463,706	\$ 12,557,727

Market Value Comparison

March 31, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 8,968,657	\$ -	\$ 3,785,309	\$ 5,183,348	\$ -
TexPool	N/A	09/30/2015	N/A	23,574,832	69,578	23,417,133	227,277	-
TexSTAR	N/A	09/30/2015	N/A	195,266	1,159	-	196,424	-
TexasDAILY	N/A	09/30/2015	N/A	12,615	75	-	12,690	-
NexBank	N/A	11/29/2016	N/A	1,682,239	10,059,617	-	11,741,856	-
Green Bank	N/A	06/09/2016	N/A	41,393	264	-	41,658	-
Lubbock National Bank	1.45%	01/11/2017	01/11/2019	10,281,404	-	10,281,404	-	-
Galveston Texas	6.21%	01/08/2018	02/01/2019	1,233,481	-	1,230,000	-	(3,481)
Tomball TX CO's	5.00%	12/20/2016	02/15/2019	777,976	-	775,000	-	(2,976)
LegacyTexas Bank	1.40%	02/17/2017	02/19/2019	9,753,107	11,589	9,764,696	-	-
Corpus Christi-Ref	1.81%	03/14/2016	03/01/2019	2,247,120	-	2,250,000	-	2,880
Lubbock National Bank	1.45%	03/01/2017	03/01/2019	5,641,790	13,655	5,655,445	-	-
R Bank	1.74%	10/02/2017	04/02/2019	2,035,104	8,945	-	2,044,049	-
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,151,963	22,782	-	6,174,745	-
Independent Bank	1.65%	05/01/2017	05/01/2019	5,125,379	21,316	-	5,146,695	-
Union State Bank	2.39%	05/10/2018	05/09/2019	2,000,000	-	-	2,000,000	-
Austin TX W&WW System Rev	1.93%	01/04/2019	05/15/2019	-	2,850,259	-	2,847,777	5,016
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,043,112	-	-	2,048,606	5,494
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,109,312	20,807	-	4,130,118	-
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,129,166	21,530	-	5,150,697	-
FHLMC	0.88%	02/28/2018	07/19/2019	9,905,355	-	-	9,949,561	44,206
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,183,400	34,351	-	8,217,750	-
R Bank	1.80%	08/10/2017	08/10/2019	2,045,585	9,302	-	2,054,886	-
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,114,625	21,469	-	5,136,094	-
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,084,813	21,188	-	4,106,001	-
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,232,789	-	-	14,232,789	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,194,307	41,532	-	10,235,838	-
R Bank	1.83%	10/02/2017	10/02/2019	2,036,936	9,417	-	2,046,353	-
FNMA	0.00%	10/11/2017	10/09/2019	4,902,800	-	-	4,935,250	32,450
REFCORP	0.00%	10/29/2018	10/15/2019	8,331,190	-	-	8,386,525	55,335
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,100,375	-	-	5,100,375	-
East West Bank	2.67%	02/20/2019	11/20/2019	-	5,014,651	-	5,014,651	-
Union State Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,222,232	55,552	-	10,277,784	-
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	7,652,375	41,587	-	7,693,962	-
East West Bank	2.21%	01/26/2018	01/26/2020	10,207,990	55,777	-	10,263,767	-
FFCB	2.07%	02/28/2018	02/14/2020	9,955,264	-	-	9,959,736	4,472
JPMorganChase	2.56%	03/21/2018	03/21/2020	5,000,000	129,778	-	5,129,778	-
Independent Bank	2.62%	04/09/2018	04/09/2020	13,171,327	86,981	-	13,258,309	-
R Bank	2.85%	05/14/2018	05/14/2020	2,028,941	14,627	-	2,043,567	-
LegacyTexas Bank	2.75%	05/15/2018	05/15/2020	7,113,646	48,345	-	7,161,991	-
Independent Bank	2.70%	05/16/2018	05/16/2020	5,068,286	34,492	-	5,102,778	-
Independent Bank	2.95%	06/20/2018	06/19/2020	5,074,225	36,910	-	5,111,135	-
Independent Bank	2.95%	07/06/2018	07/08/2020	6,548,332	48,691	-	6,597,022	-
FFCB	2.68%	08/29/2018	08/24/2020	10,031,395	-	-	10,050,741	19,346
East West Bank	2.69%	03/04/2019	09/04/2020	-	5,010,328	-	5,010,328	-
East West Bank	2.78%	01/11/2019	10/12/2020	-	4,024,446	-	4,024,446	-
FHLB	2.86%	10/02/2018	10/15/2020	6,037,935	-	-	6,048,871	10,936
LegacyTexas Bank	3.05%	11/16/2018	11/16/2020	5,012,534	37,791	-	5,050,326	-
East West Bank	2.70%	02/20/2019	11/20/2020	-	5,014,816	-	5,014,816	-
LegacyTexas Bank	3.05%	12/07/2018	12/07/2020	5,000,000	37,697	-	5,037,697	-
East West Bank	2.78%	01/11/2019	01/11/2021	-	10,061,115	-	10,061,115	-
Origin Bank	2.82%	02/12/2019	02/12/2021	-	6,200,000	-	6,200,000	-
East West Bank	2.71%	02/20/2019	02/19/2021	-	10,531,229	-	10,531,229	-
LegacyTexas Bank	2.74%	03/01/2019	03/01/2021	-	2,500,000	-	2,500,000	-
Sub Total/Average Fund 000 - Pooled Investments				273,505,571	62,223,648	57,158,988	278,736,411	173,678

Market Value Comparison

March 31, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	2,244,383	13,417	2,165,256	92,543	-
TexasDAILY	N/A	04/30/2016	N/A	2,476,905	7,253	2,400,000	84,158	-
NexBank	N/A	02/27/2017	N/A	25,555	7,024,217	-	7,049,772	-
R Bank	2.75%	12/26/2018	06/26/2019	1,500,000	10,205	-	1,510,205	-
East West Bank	2.69%	01/11/2019	07/11/2019	-	7,846,122	-	7,846,122	-
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				6,246,843	14,901,214	4,565,256	16,582,801	-
Fund 210 - Interest & Sinking Debt Service								
NexBank	N/A	02/27/2019	N/A	-	1,003,927	-	1,003,927	-
JPMorgan Chase	N/A	09/30/2015	N/A	4,790	-	-	4,790	-
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				4,790	1,003,927	-	1,008,718	-
Fund 459 - 2018 Bond Fund								
TexPool	N/A	12/15/2018	N/A	1,013,509	6,508	1,985	1,018,032	-
Wallis State Bank	2.76%	12/21/2018	09/23/2019	3,000,000	20,446	-	3,020,446	-
R Bank	2.83%	12/26/2018	09/24/2019	3,000,000	20,538	-	3,020,538	-
Sub Total/Average Fund 459 - 2018 Bond Fund				7,013,509	47,492	1,985	7,059,016	-
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	63,070	760,191	178,571	644,690	-
NexBank	N/A	11/29/2016	N/A	1,538,945	4,019,453	4,000,000	1,558,398	-
East West Bank	2.16%	04/09/2018	01/09/2019	5,079,628	-	5,079,628	-	-
Independent Bank	2.78%	07/06/2018	07/09/2019	6,042,043	42,337	-	6,084,380	-
East West Bank	2.86%	12/07/2018	12/09/2019	5,009,804	35,453	-	5,045,257	-
East West Bank	2.70%	03/04/2019	03/04/2020	-	4,008,293	-	4,008,293	-
Sub Total/Average Fund 460 - Bond Fund				17,733,489	8,865,727	9,258,199	17,341,018	-
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	898,352	412,358	-	1,310,710	-
LegacyTexas Bank	1.65%	06/23/2017	03/22/2019	1,025,065	2,875	1,027,940	-	-
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,025,833	4,306	-	1,030,139	-
East West Bank	2.38%	03/21/2018	09/21/2019	3,056,469	17,989	-	3,074,458	-
East West Bank	2.86%	12/07/2018	12/09/2019	1,502,941	10,636	-	1,513,577	-
R Bank	2.90%	12/26/2018	12/26/2019	2,000,000	14,352	-	2,014,352	-
Sub Total/Average Fund 462 - 2017 Bond Fund				9,508,660	462,516	1,027,940	8,943,236	-
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,489	50	-	8,540	-
Green Bank	N/A	06/09/2016	N/A	826,730	5,280	-	832,010	-
Sub Total/Average Fund 591 - Reserves Fund				835,220	5,330	-	840,550	-
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	3,989,335	16,314	2,356,599	1,649,049	-
East West Bank	2.73%	12/07/2018	06/07/2019	3,506,550	23,683	-	3,530,233	-
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				7,495,885	39,997	2,356,599	5,179,283	-
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	-	887,377	111,635	775,742	-
Southside Bank	1.88%	01/08/2018	01/08/2019	1,521,191	-	1,521,191	-	-
R Bank	2.63%	05/14/2018	05/14/2019	3,040,038	20,219	-	3,060,256	-
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				4,561,229	907,596	1,632,826	3,835,999	-
Total / Average				\$ 326,905,197	\$ 88,457,447	\$ 76,001,792	\$ 339,527,031	\$ 173,678

Holdings by Allocation and Portfolio (Fund)
December 31, 2018

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 000 - Pooled Investments										
NexBank	2.65%		11/29/2016	\$ 1,682,239	\$ 1,682,239	100.00	\$ 1,682,239	N/A	1	2.65%
Green Bank	2.37%		06/09/2016	41,393	41,393	100.00	41,393	N/A	1	2.37%
JPMorgan Chase	0.50%		09/30/2015	8,968,657	8,968,657	100.00	8,968,657	N/A	1	0.50%
TexSTAR	2.31%	AAAm	09/30/2015	195,266	195,266	100.00	195,266	N/A	1	2.31%
TexPool	2.29%	AAAm	09/30/2015	23,574,832	23,574,832	100.00	23,574,832	N/A	1	2.29%
TexasDAILY	2.32%	AAAm	09/30/2015	12,615	12,615	100.00	12,615	N/A	1	2.32%
Lubbock National Bank	1.45%		01/11/2017	10,281,404	10,281,404	100.00	10,281,404	01/11/2019	11	1.45%
Galveston Texas	6.21%	Aaa/AA+/-	01/08/2018	1,230,000	1,234,454	100.28	1,233,481	02/01/2019	32	2.00%
Tomball TX CO's	5.00%	Aa3/AA+/-	12/20/2016	775,000	778,445	100.38	777,976	02/15/2019	46	1.40%
LegacyTexas Bank	1.40%		02/17/2017	9,753,107	9,753,107	100.00	9,753,107	02/19/2019	50	1.40%
Corpus Christi-Ref	1.81%	Aa2/AA/AA	03/14/2016	2,250,000	2,251,566	99.87	2,247,120	03/01/2019	60	1.37%
Lubbock National Bank	1.45%		03/01/2017	5,641,790	5,641,790	100.00	5,641,790	03/01/2019	60	1.45%
R Bank	1.74%		10/02/2017	2,035,104	2,035,104	100.00	2,035,104	04/02/2019	92	1.74%
Lubbock National Bank	1.50%		04/05/2017	6,151,963	6,151,963	100.00	6,151,963	04/05/2019	95	1.50%
Independent Bank	1.65%		05/01/2017	5,125,379	5,125,379	100.00	5,125,379	05/01/2019	121	1.65%
Union State Bank	2.39%		05/10/2018	2,000,000	2,000,000	100.00	2,000,000	05/09/2019	129	2.39%
Texas A&M Univ	1.94%	Aaa/AAA/AAA	05/01/2017	2,050,000	2,053,296	99.66	2,043,112	05/15/2019	135	1.50%
LegacyTexas Bank	2.05%		12/22/2017	4,109,312	4,109,312	100.00	4,109,312	06/21/2019	172	2.05%
LegacyTexas Bank	1.70%		06/23/2017	5,129,166	5,129,166	100.00	5,129,166	06/24/2019	175	1.70%
FHLMC	0.88%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,929,387	99.05	9,905,355	07/19/2019	200	2.19%
LegacyTexas Bank	1.70%		08/10/2017	8,183,400	8,183,400	100.00	8,183,400	08/09/2019	221	1.70%
R Bank	1.80%		08/10/2017	2,045,585	2,045,585	100.00	2,045,585	08/10/2019	222	1.80%
LegacyTexas Bank	1.70%		08/28/2017	5,114,625	5,114,625	100.00	5,114,625	08/28/2019	240	1.70%
LegacyTexas Bank	2.10%		12/21/2017	4,084,813	4,084,813	100.00	4,084,813	09/20/2019	263	2.10%
JPMorganChase	1.64%		10/02/2017	14,232,789	14,232,789	100.00	14,232,789	10/02/2019	275	1.64%
Lubbock National Bank	1.65%		10/02/2017	10,194,307	10,194,307	100.00	10,194,307	10/02/2019	275	1.65%
R Bank	1.83%		10/02/2017	2,036,936	2,036,936	100.00	2,036,936	10/02/2019	275	1.83%
FNMA	0.00%	-/AA/AA-	10/11/2017	5,000,000	4,932,445	98.06	4,902,800	10/09/2019	282	1.79%
REFCORP	0.00%	-/AA/-	10/29/2018	8,500,000	8,319,818	98.01	8,331,190	10/15/2019	288	2.74%
JPMorganChase	1.98%		11/09/2017	5,100,375	5,100,375	100.00	5,100,375	11/09/2019	313	1.98%
Union State Bank	0.99%		12/05/2016	245,000	245,000	100.00	245,000	12/05/2019	339	0.99%
LegacyTexas Bank	2.20%		12/21/2017	10,222,232	10,222,232	100.00	10,222,232	12/20/2019	354	2.20%
LegacyTexas Bank	2.20%		01/08/2018	7,652,375	7,652,375	100.00	7,652,375	01/08/2020	373	2.20%
East West Bank	2.21%		01/26/2018	10,207,990	10,207,990	100.00	10,207,990	01/26/2020	391	2.21%
FFCB	2.07%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,972,684	99.55	9,955,264	02/14/2020	410	2.32%
JPMorganChase	2.56%		03/21/2018	5,000,000	5,000,000	100.00	5,000,000	03/21/2020	446	2.56%
Independent Bank	2.62%		04/09/2018	13,171,327	13,171,327	100.00	13,171,327	04/09/2020	465	2.62%
R Bank	2.85%		05/14/2018	2,028,941	2,028,941	100.00	2,028,941	05/14/2020	500	2.85%
LegacyTexas Bank	2.75%		05/15/2018	7,113,646	7,113,646	100.00	7,113,646	05/15/2020	501	2.75%
Independent Bank	2.70%		05/16/2018	5,068,286	5,068,286	100.00	5,068,286	05/16/2020	502	2.70%
Independent Bank	2.95%		06/20/2018	5,074,225	5,074,225	100.00	5,074,225	06/19/2020	536	2.95%
Independent Bank	2.95%		07/05/2018	6,548,332	6,548,332	100.00	6,548,332	07/07/2020	554	2.95%
FFCB	2.68%	Aaa/AA+/AAA	08/29/2018	10,000,000	9,994,983	100.31	10,031,395	08/24/2020	602	2.71%
FHLB	2.86%	Aaa/AA+/-	10/02/2018	6,000,000	5,999,331	100.63	6,037,935	10/15/2020	654	2.87%
LegacyTexas Bank	3.05%		11/16/2018	5,012,534	5,012,534	100.00	5,012,534	11/16/2020	686	3.05%
LegacyTexas Bank	3.05%		12/07/2018	5,000,000	5,000,000	100.00	5,000,000	12/07/2020	707	3.05%
Sub Total / Average	1.97%			273,844,943	273,506,354	99.88	273,505,571		283	2.11%

Holdings by Allocation and Portfolio (Fund)
December 31, 2018

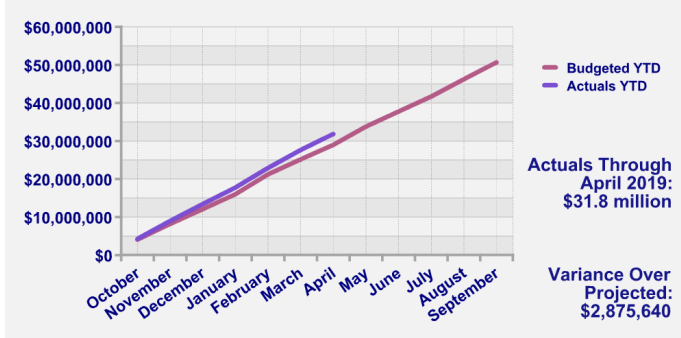
Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 170 - Interest & Sinking GO Bonds										
TexasDAILY	2.32%	AAAm	04/30/2016	2,476,905	2,476,905	100.00	2,476,905	N/A	1	2.32%
NexBank	2.65%		02/27/2017	25,555	25,555	100.00	25,555	N/A	1	2.65%
TexPool	2.29%	AAAm	09/30/2015	2,244,383	2,244,383	100.00	2,244,383	N/A	1	2.29%
R Bank	2.75%		12/26/2018	1,500,000	1,500,000	100.00	1,500,000	06/26/2019	177	2.75%
Sub Total / Average	2.41%			6,246,843	6,246,843	100.00	6,246,843		43	2.41%
Fund 210 - Interest & Sinking Debt Service										
JPMorgan Chase	0.50%		09/30/2015	4,790	4,790	100.00	4,790	N/A	1	0.50%
Sub Total / Average	0.50%			4,790	4,790	100.00	4,790		1	0.50%
Fund 459 - 2018 Bond Fund										
TexPool	2.29%	AAAm	12/15/2018	1,013,509	1,013,509	100.00	1,013,509	N/A	1	2.29%
Wallis State Bank	2.76%		12/21/2018	3,000,000	3,000,000	100.00	3,000,000	09/23/2019	266	2.76%
R Bank	2.83%		12/26/2018	3,000,000	3,000,000	100.00	3,000,000	09/24/2019	267	2.83%
Sub Total / Average	2.72%			7,013,509	7,013,509	100.00	7,013,509		228	2.72%
Fund 460 - Bond Fund										
TexPool	2.29%	AAAm	09/30/2015	63,070	63,070	100.00	63,070	N/A	1	2.29%
NexBank	2.65%		11/29/2016	1,538,945	1,538,945	100.00	1,538,945	N/A	1	2.65%
East West Bank	2.16%		04/09/2018	5,079,628	5,079,628	100.00	5,079,628	01/09/2019	9	2.16%
Independent Bank	2.78%		07/05/2018	6,042,043	6,042,043	100.00	6,042,043	07/08/2019	189	2.78%
East West Bank	2.86%		12/07/2018	5,009,804	5,009,804	100.00	5,009,804	12/09/2019	343	2.86%
Sub Total / Average	2.61%			17,733,489	17,733,489	100.00	17,733,489		164	2.61%
Fund 462 - 2017 Bond Fund										
TexPool	2.29%	AAAm	05/30/2017	898,352	898,352	100.00	898,352	N/A	1	2.29%
LegacyTexas Bank	1.65%		06/23/2017	1,025,065	1,025,065	100.00	1,025,065	03/22/2019	81	1.65%
LegacyTexas Bank	1.70%		06/23/2017	1,025,833	1,025,833	100.00	1,025,833	06/24/2019	175	1.70%
East West Bank	2.38%		03/21/2018	3,056,469	3,056,469	100.00	3,056,469	09/21/2019	264	2.38%
East West Bank	2.86%		12/07/2018	1,502,941	1,502,941	100.00	1,502,941	12/09/2019	343	2.86%
R Bank	2.90%		12/26/2018	2,000,000	2,000,000	100.00	2,000,000	12/26/2019	360	2.90%
Sub Total / Average	2.40%			9,508,660	9,508,660	100.00	9,508,660		243	2.40%
Fund 591 - Reserves Fund										
Green Bank	2.37%		06/09/2016	826,730	826,730	100.00	826,730	N/A	1	2.37%
TexPool	2.29%	AAAm	09/30/2015	8,489	8,489	100.00	8,489	N/A	1	2.29%
Sub Total / Average	2.37%			835,220	835,220	100.00	835,220		1	2.37%
Fund 602 - Interest & Sinking Revenue Bonds										
TexPool	2.29%	AAAm	09/30/2015	3,989,335	3,989,335	100.00	3,989,335	N/A	1	2.29%
East West Bank	2.73%		12/07/2018	3,506,550	3,506,550	100.00	3,506,550	06/07/2019	158	2.73%
Sub Total / Average	2.49%			7,495,885	7,495,885	100.00	7,495,885		74	2.49%
Fund 863 - Drainage Utility Revenue Bond										
Southside Bank	1.88%		01/08/2018	1,521,191	1,521,191	100.00	1,521,191	01/08/2019	8	1.88%
R Bank	2.63%		05/14/2018	3,040,038	3,040,038	100.00	3,040,038	05/14/2019	134	2.63%
Sub Total / Average	2.38%			4,561,229	4,561,229	100.00	4,561,229		92	2.38%
Total / Average	2.06%			\$ 327,244,569	\$ 326,905,980	99.90	\$ 326,905,197		261	2.18%



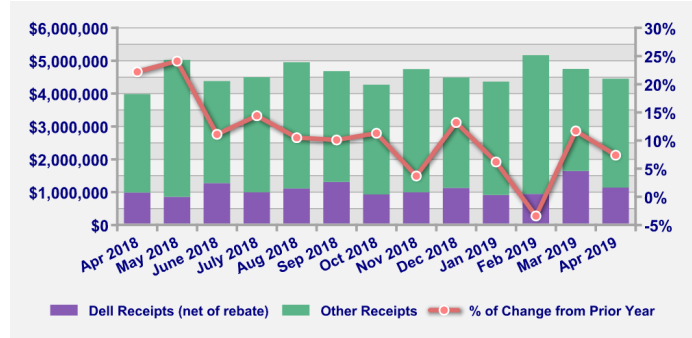
Round Rock by the Numbers

FY 2018/19 - Second Quarter - 03/31/2019

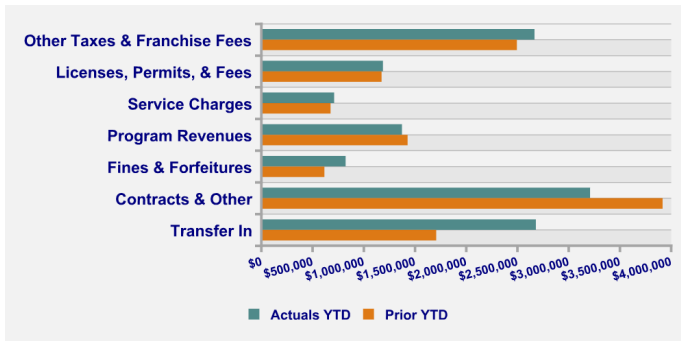
Sales Tax Actuals vs. Projections - Gen Fund Only



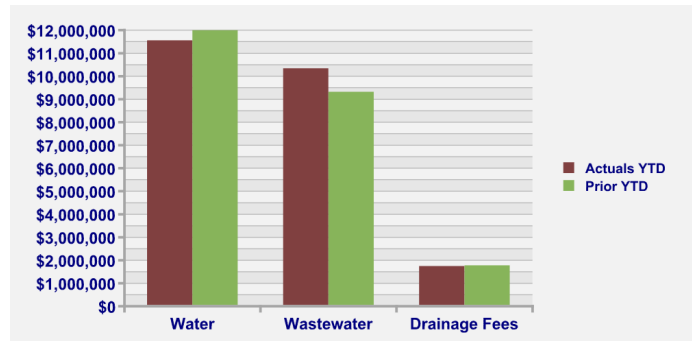
Rolling 12 Month - General Fund Sales Tax



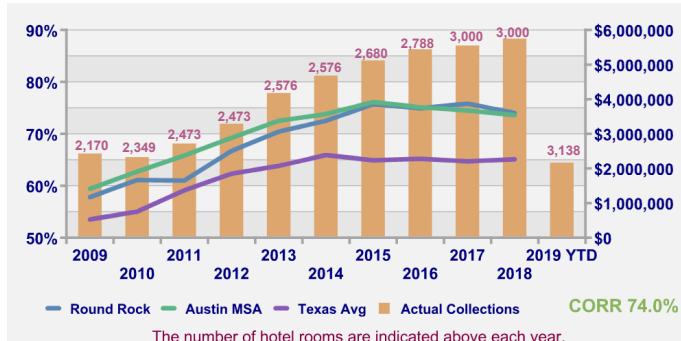
Other General Fund Revenues



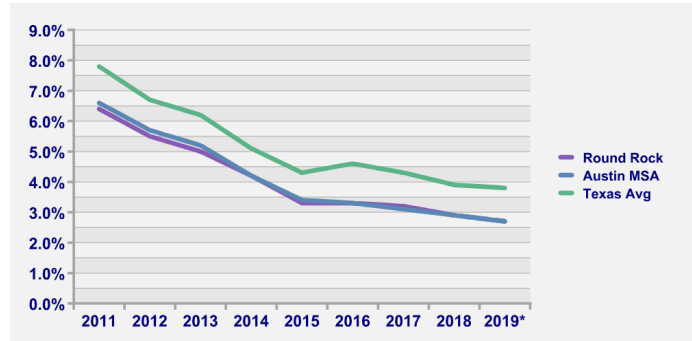
Utility Revenues



Hotel Occupancy Rates and Revenues



Unemployment Data



Notes & Comments

- Sales tax receipts through April (on sales through February) are up 8.46% over the prior year-to-date, largely because Dell receipts are trending 32.96% above the prior year-to-date.
- Most property tax collections occur from November through January each year. Collections have been strong in 2018/19 and staff expects budget to be met.
- Utility revenues are trending in line with budget over the first half of the fiscal year. Water revenues for 2018/19 include the 3% rate increase that went into effect on 10/1/2018.
- Hotel occupancy tax and Venue tax revenues are trending in line with budget over the first half of the fiscal year.
- Overall for GF revenues - In addition to strong sales tax and property tax collections, all other General Fund revenues appear strong and on target overall.
 - Contracts & Other is trending less than last year because of the timing of the Fire Opioid grant proceeds.
 - Transfers In are trending ahead of last year because we increased the transfer amount from Type B for FY 2019.
 - Municipal Court fines are up due to rising ticket counts. Ticket counts for the first half of the year are the highest since 2010-2011.



Round Rock by the Numbers

FY 2018/19 - Annual Facts

Tax Information

	2018/19	2017/18
Population	115,343	111,387
Property Tax Rate	\$ 0.42000	0.43000
M&O .29813 Debt .12187		
Median Home Value	\$ 241,538	227,714
Taxable Property Value (billions)	\$ 13.6	12.5
Property Tax per Capita	\$ 492.42	482.47

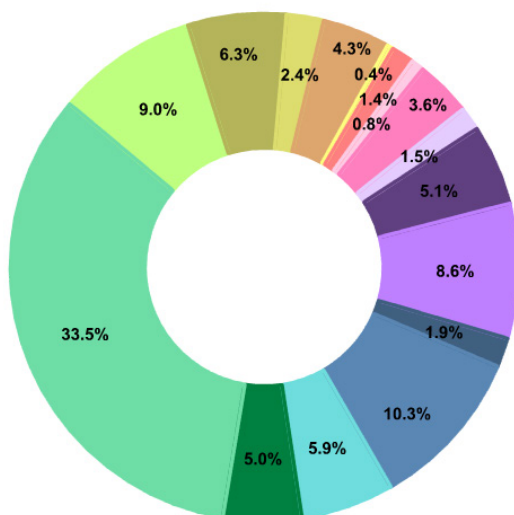
Taxing Entities

CORR	\$	0.4200
Williamson County	\$	0.4665
RRISD	\$	1.3805
ACC	\$	0.1048
Upper Brushy Creek	\$	0.0200
Total Tax Rate (includes CORR)	\$	2.3918

Top 10 Property Taxpayers (sorted by rank as of Oct 2018)

Dell Computer Holdings LP
 CPG RR, LP (Premium Outlets)
 CMF 15 Portfolio (Col. Grand Apt)
 Baltgem (La Frontera Village)
 Fisher-Rosemount Systems Inc.(Emerson)
 Columbia/St. David Healthcare
 Dell Computer Corp.
 2811 La Frontera LP
 FST La Frontera Square Apts
 BAEV-LASALLE (University Commons)

Total Adopted Budget 2018/19 - \$356.9 million



Debt Information

GO Bond Rating:	S & P	AAA
Utility Bond Rating:	S & P	AAA

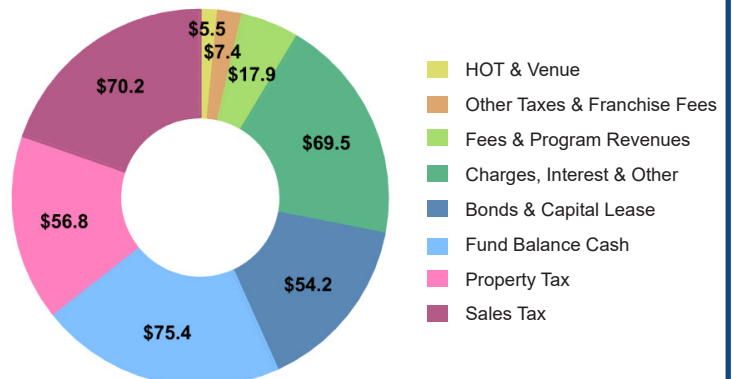
Outstanding as of 9/30/2018 (millions)

GO & CO Bonds	\$	188.3
Capital Lease	\$	9.8
Utility / Drainage	\$	69.4 / 7.0
HOT	\$	7.1
Sports Center	\$	3.9
Type B	\$	13.9

City Employees

FTEs	1005.425	Dept Total
Sworn Police*	178	252.95
Firefighters	152	162.00
*School Resource Officers -	10 SROs + 2 Sgts	

Total Revenues & Funding Sources 2018/19 - \$356.9 million



	(millions)
Police	\$ 32.3
Fire	\$ 22.4
Fiscal Support Services	\$ 8.5
Transportation	\$ 15.4
Communication	\$ 1.4
General Services	\$ 5.2
Library	\$ 3.0
Parks and Recreation	\$ 12.8
Planning and Development	\$ 5.4
Support Services	\$ 18.4
Water/Wastewater/Drainage	\$ 30.7
Sports Management	\$ 6.6
Debt Principal & Interest	\$ 36.8
Administrative Charges	\$ 20.1
General SFC	\$ 17.9
Capital Improvement Projects	\$ 120.0



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$86,069.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0192

This Change Order #1 includes all the items necessary for the contractor to complete both the 24-inch and 30-inch waterline bores from the north side of US 79. These items include haul off of spoils, rental fencing, the additional casing, and the repairs to the parking lot after the completion of the bores and the waterline tie-ins. The project was bid to require the boring contractor to bore from south of the UPRR ROW to the north. After several days attempt with unexpected oversight expense by UPRR's inspection contractor, the initial effort had to be abandoned. Due to the rules being imposed by 3rd party UPRR personnel, the city made the decision to change the direction of the bore, moving from north to south. Although this caused additional expense to the boring contractor, the city estimates that substantial savings were realized by limiting the need for the railroad inspectors. The city also believes that this change reduced the number of days necessary to complete the work, keeping the project on schedule. This change order is for \$86,069.00.

Cost: \$86,069.00

Source of Funds: Self Financed Water Construction

RESOLUTION NO. R-2019-0192

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project, and

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

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road 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 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"

Contract Quantity Adjustment/Change Order



rev, 01/16

Department: Transportation

Project Name: Harrell Pkwy & Brushy Creek Plant Road Date: 4/15/19

City Project ID Number: _____ Change Order/Quantity Adjustment No. _____

Vendor: Chasco Constructors PO Box 1057, Round Rock, TX 78680 512-244-0600

Company Name Address Phone No.

Justification

Revise 24" & 30" bores for Harrell Pkwy to be done from north to south due to UPRR restrictions

SUMMARY

	Amount	% Change
Original Contract Price:	\$3,549,994.40	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$3,549,994.40	
Previous Change Order(s):	\$0.00	0%
This Change Order:	\$86,069.00	2%
Total Change Order(s) To Date:	\$86,069.00	2%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$3,636,063.40	
Difference between Original and Adjusted Contract Prices:	\$86,069.00	
Original Contract Time:	242	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	20	
New Contract Time:	262	

Submitted for Approval

Prepared By:

Signature

Printed Name, Title, Company

Date

Approvals

Contractor:

Signature

Printed Name, Title, Company

Date

City Project Manager:

Signature

Printed Name, Title

Date

Mayor/City Manager

Signature

Printed Name, Title

Date

Project Name: Harrell Pkwy & Brushy Creek Plant Road

Quan. Adj./Change Order No.: 1

[illegible]

Project Name: Harrell Pkwy & Brushy Creek Plant Road

Quan. Adj./Change Order No.: 0

[illegible]



P.O. Box 1057
Round Rock, TX 78680
Tel: 512-244-0600
Toll free: 1-855-441-4109
Fax: 512-244-0489
mail@chasco.com

Harrell Pkwy

3/18/2019

24" & 30" bores from Saltlick side

Item					
#	description	UoM	Qty	unit price	subtotal
1	Haul off bore pit spoil to staging area	HR	20	\$200.00	\$4,000.00
2	Rental fencing	MO	3	\$1,000.00	\$3,000.00
3	Tri dike	LF	100	\$15.00	\$1,500.00
4	Dumpster for spoils - drop of & pick up	EA	2	\$150.00	\$300.00
5	Dumpster pulls to remove spoils (24" & 30")	EA	20	\$300.00	\$6,000.00
6	Additional 46 LF of 30" bore	LF	46	\$600.00	\$27,600.00
7	Remove extra casing 20 LF (24" & 30")	DAY	6	\$3,900.00	\$23,400.00
	Utility crew, welder, helper & truck				
8	Haul spoils from staging area back to bore pit	HR	20	\$200.00	\$4,000.00
9	Backfill bore pits (density controlled)	SY	493	\$33.00	\$16,269.00
	Flex base, 2" HMA paving, restripe pkg lot				
				total	\$86,069.00



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.

Chasco Constructors
Round Rock, TX United States

Certificate Number:
2019-486239

Date Filed:
05/03/2019

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, Texas

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

CC 204-1-69
Harrell Pkwy Brushy Creek Road & Hwy 79 Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	King, Charles R	Round Rock, TX United States	X	
	Glace Jr., Chuck	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chuck Glace Jr., and my date of birth is 6.13.1964.

My address is PO Box 1057, Round Rock, TX, 78680 US.
(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 3rd day of May, 2019.
(month) (year)

Charles J. Glace Jr.
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute a Contract with Smith Contracting for the McNeil Road Extension Phase 2 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$3,019,974.93

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Bid Tab, Award Recommendation Letter, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0211

This extension will construct a three lane urban section from it's current terminus at Burnet Street east to S. Georgetown Street, then north and continue to E. Main Street. Ancillary work is included on Lewis Street, Stone Street and Black Street between E. Main Street and the McNeil extension. This segment will complete the by-pass roadway to allow traffic to by-pass Main Street and use McNeil Road to travel to/from IH 35 to US 79.

Bids for the McNeil Road Extension Phase 2 were received at the Transportation Department office, 2008 Enterprise Drive, until 2:00 pm on April 30th, 2019. At that time bids were no longer accepted and all seven received bids were opened and read aloud in a public forum. The bids ranged from a low of \$3,019,974.93 to a high bid of \$3,721,822.12 with Smith Contracting submitting the low bid. The bids were tightly grouped with the second bid at \$3,167,202.00 only 4.88% over the low bid. Atkins Engineering reviewed the bids, the bid guarantee, the Statement of Bidder's Safety Experience and no errors were found. The engineer has recommended that the City approve the low bidder for the above mentioned contract.

Cost: \$3,019,974.93

Source of Funds: RR Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2019-0211

WHEREAS, the City of Round Rock has duly advertised for bids for the McNeil Road Extension Phase 2 Project; and

WHEREAS, Smith Contracting has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Smith Contracting, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Smith Contracting for the McNeil Road Extension Phase 2 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 23rd day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



McNeil Road Extension (Phase 2)
Burnet Street to Main Street
COST ESTIMATE - 100%

Round Rock Project Manual Bid Item	DESCRIPTION (TxDOT)	UNIT	QTY	Smith Contracting		Cash Construction Co		Austin Underground		Capital Excavation		Chasco		DNS		Patin	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PREPARING ROW	STA	33.38	\$ 1,600.00	\$ 53,408.00	\$ 2,500.00	\$ 83,450.00	\$ 1,300.00	\$ 43,394.00	\$ 2,000.00	\$ 66,760.00	\$ 3,140.00	\$ 104,813.20	\$ 3,500.00	\$ 116,830.00	\$ 1,500.00	\$ 50,070.00
2	REMOVING CONC (SIDEWALKS)	SY	142	\$ 20.00	\$ 2,840.00	\$ 13.00	\$ 1,846.00	\$ 29.00	\$ 4,118.00	\$ 20.00	\$ 2,840.00	\$ 4.00	\$ 568.00	\$ 45.00	\$ 6,390.00	\$ 30.00	\$ 4,260.00
3	REMOVING CONC (DRIVEWAYS)	SY	171	\$ 23.00	\$ 3,933.00	\$ 13.00	\$ 2,223.00	\$ 25.00	\$ 4,275.00	\$ 30.00	\$ 5,130.00	\$ 4.50	\$ 769.50	\$ 50.00	\$ 8,550.00	\$ 30.00	\$ 5,130.00
4	REMOVING CONC (CURB AND GUTTER)	LF	622	\$ 8.00	\$ 4,976.00	\$ 7.00	\$ 4,354.00	\$ 9.00	\$ 5,598.00	\$ 10.00	\$ 6,220.00	\$ 2.75	\$ 1,710.50	\$ 12.00	\$ 7,464.00	\$ 5.00	\$ 3,110.00
5	REMOVING CONC (PAVERS)	SY	67	\$ 10.00	\$ 670.00	\$ 13.00	\$ 871.00	\$ 44.00	\$ 2,948.00	\$ 40.00	\$ 2,680.00	\$ 6.00	\$ 402.00	\$ 50.00	\$ 3,350.00	\$ 30.00	\$ 2,010.00
6	EXCAVATION (ROADWAY)	CY	9199	\$ 15.00	\$ 137,985.00	\$ 22.00	\$ 202,378.00	\$ 13.00	\$ 119,587.00	\$ 17.00	\$ 156,383.00	\$ 19.00	\$ 174,781.00	\$ 22.00	\$ 202,378.00	\$ 20.00	\$ 183,980.00
7	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	3170	\$ 27.00	\$ 85,590.00	\$ 5.00	\$ 15,850.00	\$ 30.00	\$ 95,100.00	\$ 30.00	\$ 95,100.00	\$ 35.00	\$ 110,950.00	\$ 30.00	\$ 95,100.00	\$ 11.00	\$ 34,870.00
8	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	1796	\$ 18.00	\$ 32,328.00	\$ 9.50	\$ 17,062.00	\$ 13.00	\$ 23,348.00	\$ 25.00	\$ 44,900.00	\$ 34.00	\$ 61,064.00	\$ 28.00	\$ 50,288.00	\$ 11.00	\$ 19,756.00
9	FURNISHING AND PLACING TOPSOIL (4")	SY	9266	\$ 1.00	\$ 9,266.00	\$ 1.00	\$ 9,266.00	\$ 6.50	\$ 60,229.00	\$ 3.00	\$ 27,798.00	\$ 4.00	\$ 37,064.00	\$ 2.50	\$ 23,165.00	\$ 3.00	\$ 27,798.00
10	BLOCK SODDING	SY	6810	\$ 7.00	\$ 47,670.00	\$ 8.00	\$ 54,480.00	\$ 5.00	\$ 34,050.00	\$ 5.00	\$ 34,050.00	\$ 5.90	\$ 40,179.00	\$ 5.00	\$ 34,050.00	\$ 6.00	\$ 40,860.00
11	DRILL SEEDING (PERM) (URBAN) (CLAY)	SY	11035	\$ 0.41	\$ 4,524.35	\$ 0.40	\$ 4,414.00	\$ 0.21	\$ 2,317.35	\$ 0.15	\$ 1,655.25	\$ 0.32	\$ 3,531.20	\$ 1.00	\$ 11,035.00	\$ 0.50	\$ 5,517.50
12	DRILL SEEDING (TEMP) (WARM)	SY	5517.5	\$ 0.40	\$ 2,207.00	\$ 0.40	\$ 2,207.00	\$ 0.17	\$ 937.98	\$ 0.10	\$ 551.75	\$ 0.30	\$ 1,655.25	\$ 1.00	\$ 5,517.50	\$ 0.50	\$ 2,758.75
13	DRILL SEEDING (TEMP) (COOL)	SY	5517.5	\$ 0.34	\$ 1,875.95	\$ 0.40	\$ 2,207.00	\$ 0.16	\$ 882.80	\$ 0.10	\$ 551.75	\$ 0.30	\$ 1,655.25	\$ 1.00	\$ 5,517.50	\$ 0.50	\$ 2,758.75
14	VEGETATIVE WATERING	MG	331.1	\$ 50.00	\$ 16,555.00	\$ 25.00	\$ 8,277.50	\$ 15.00	\$ 4,968.50	\$ 30.00	\$ 9,933.00	\$ 36.00	\$ 11,919.60	\$ 30.00	\$ 9,933.00	\$ 12.00	\$ 3,973.20
15	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS	CY	3845	\$ 39.00	\$ 149,955.00	\$ 63.00	\$ 242,235.00	\$ 37.00	\$ 142,265.00	\$ 45.00	\$ 173,025.00	\$ 44.00	\$ 169,180.00	\$ 45.00	\$ 173,025.00	\$ 50.00	\$ 192,250.00
16	LIME (HYDRATED LIME (SLURRY))	TON	434.84	\$ 170.00	\$ 73,922.58	\$ 230.00	\$ 100,012.91	\$ 200.00	\$ 87,000.00	\$ 200.00	\$ 86,967.75	\$ 163.00	\$ 70,878.71	\$ 130.00	\$ 56,529.03	\$ 200.00	\$ 86,967.75
17	LIME TRT (EXST MATL) (12")	SY	9015	\$ 7.25	\$ 65,358.75	\$ 6.00	\$ 54,090.00	\$ 6.50	\$ 58,597.50	\$ 8.00	\$ 72,120.00	\$ 4.30	\$ 38,764.50	\$ 6.00	\$ 54,090.00	\$ 8.00	\$ 72,120.00
18	LIME TRT (EXST MATL)(8")	SY	4131	\$ 5.50	\$ 22,720.50	\$ 6.00	\$ 24,786.00	\$ 13.00	\$ 53,703.00	\$ 5.00	\$ 20,655.00	\$ 4.50	\$ 18,589.50	\$ 5.00	\$ 20,655.00	\$ 6.00	\$ 24,786.00
19	PRIME COAT(MC-30 OR AE-P)	GAL	1902	\$ 5.00	\$ 9,510.00	\$ 4.50	\$ 8,559.00	\$ 7.00	\$ 13,314.00	\$ 5.00	\$ 9,510.00	\$ 5.00	\$ 9,510.00	\$ 6.00	\$ 11,412.00	\$ 6.00	\$ 11,412.00
20	ASPH (MULTI OPTION)	GAL	575	\$ 4.25	\$ 2,443.75	\$ 4.00	\$ 2,300.00	\$ 8.00	\$ 4,600.00	\$ 5.00	\$ 2,875.00	\$ 4.00	\$ 2,300.00	\$ 6.00	\$ 3,450.00	\$ 24.00	\$ 13,800.00
21	AGGR(TY-D GR-5 SAC-B)	CY	11	\$ 290.00	\$ 3,190.00	\$ 250.00	\$ 2,750.00	\$ 425.00	\$ 4,675.00	\$ 300.00	\$ 3,300.00	\$ 270.00	\$ 2,970.00	\$ 100.00	\$ 1,100.00	\$ 1,320.00	\$ 14,520.00
22	D-GR HMA(SQ) TY-B PG64-22	TON	1614	\$ 92.00	\$ 148,488.00	\$ 80.00	\$ 129,120.00	\$ 118.00	\$ 190,452.00	\$ 86.00	\$ 138,804.00	\$ 83.00	\$ 133,962.00	\$ 75.00	\$ 121,050.00	\$ 125.00	\$ 201,750.00
23	D-GR HMA(SQ) TY-C PG70-22	TON	798	\$ 103.00	\$ 82,194.00	\$ 100.00	\$ 79,800.00	\$ 110.00	\$ 87,780.00	\$ 110.00	\$ 87,780.00	\$ 103.00	\$ 82,194.00	\$ 125.00	\$ 99,750.00	\$ 137.00	\$ 109,326.00
24	D-GR HMA(SQ) TY-D PG70-22	TON	447	\$ 105.00	\$ 46,935.00	\$ 100.00	\$ 44,700.00	\$ 112.00	\$ 50,064.00	\$ 110.00	\$ 49,170.00	\$ 105.00	\$ 46,935.00	\$ 129.00	\$ 57,663.00	\$ 140.00	\$ 62,580.00
25	PLANE ASPH CONC PAV(0" TO 2")	SY	1796	\$ 7.00	\$ 12,572.00	\$ 7.00	\$ 12,572.00	\$ 5.00	\$ 8,980.00	\$ 6.00	\$ 10,776.00	\$ 7.00	\$ 12,572.00	\$ 50.00	\$ 89,800.00	\$ 7.20	\$ 12,931.20
26	CUT & RESTORING PAV TRENCH EXCAVATION PROTECTION	SY	47	\$ 95.00	\$ 4,465.00	\$ 50.00	\$ 2,350.00	\$ 150.00	\$ 7,050.00	\$ 200.00	\$ 9,400.00	\$ 280.00	\$ 13,160.00	\$ 110.00	\$ 5,170.00	\$ 180.00	\$ 8,460.00
27		LF	5464.59	\$ 1.00	\$ 5,464.59	\$ 0.50	\$ 2,732.30	\$ 2.00	\$ 10,930.00	\$ 5.00	\$ 27,322.95	\$ 1.10	\$ 6,011.05	\$ 3.00	\$ 16,393.77	\$ 1.15	\$ 6,284.28
28	CL A CONC (MISC)	SF	3084	\$ 8.00	\$ 24,672.00	\$ 10.00	\$ 30,840.00	\$ 8.50	\$ 26,214.00	\$ 12.00	\$ 37,008.00	\$ 10.25	\$ 31,611.00	\$ 10.00	\$ 30,840.00	\$ 7.00	\$ 21,588.00
29	RETAINING WALL (CAST - IN - PLACE)	SF	63	\$ 70.00	\$ 4,410.00	\$ 90.00	\$ 5,670.00	\$ 53.00	\$ 3,339.00	\$ 110.00	\$ 6,930.00	\$ 77.00	\$ 4,851.00	\$ 99.00	\$ 6,237.00	\$ 200.00	\$ 12,600.00
30	RAIL (HANDRAIL)(TY B)	LF	21	\$ 140.00	\$ 2,940.00	\$ 200.00	\$ 4,200.00	\$ 150.00	\$ 3,150.00	\$ 110.00	\$ 2,310.00	\$ 110.00	\$ 2,310.00	\$ 150.00	\$ 3,150.00	\$ 160.00	\$ 3,360.00
31	CONC BOX CULV (3 FT X 2 FT)	LF	38	\$ 219.00	\$ 8,322.00	\$ 160.00	\$ 6,080.00	\$ 220.00	\$ 8,360.00	\$ 230.00	\$ 8,740.00	\$ 186.00	\$ 7,068.00	\$ 330.00	\$ 12,540.00	\$ 210.00	\$ 7,980.00
32	CONC BOX CULV (4 FT X 2 FT)	LF	94	\$ 242.00	\$ 22,748.00	\$ 190.00	\$ 17,860.00	\$ 250.00	\$ 23,500.00	\$ 250.00	\$ 23,500.00	\$ 206.00	\$ 19,364.00	\$ 338.00	\$ 31,772.00	\$ 260.00	\$ 24,440.00
33	CONC BOX CULV (4 FT X 3 FT)	LF	108	\$ 267.00	\$ 28,836.00	\$ 210.00	\$ 22,680.00	\$ 290.00	\$ 31,320.00	\$ 280.00	\$ 30,240.00	\$ 230.00	\$ 24,840.00	\$ 340.00	\$ 36,720.00	\$ 285.00	\$ 30,780.00
34	CONC BOX CULV (5 FT X 2 FT)	LF	156.06	\$ 304.00	\$ 47,442.24	\$ 250.00	\$ 39,015.00	\$ 320.00	\$ 49,920.00	\$ 320.00	\$ 49,939.20	\$ 250.00	\$ 39,015.00	\$ 346.00	\$ 53,996.76	\$ 340.00	\$ 53,060.40
35	CONC BOX CULV (5 FT X 3 FT)	LF	233.730	\$ 318.00	\$ 74,326.14	\$ 260.00	\$ 60,769.80	\$ 340.00	\$ 79,560.00	\$ 330.00	\$ 77,130.90	\$ 260.00	\$ 60,769.80	\$ 348.00	\$ 81,338.04	\$ 360.00	\$ 84,142.80
36	CONC BOX CULV (6 FT X 3 FT)	LF	615.240	\$ 377.00	\$ 231,945.48	\$ 320.00	\$ 196,876.80	\$ 420.00	\$ 258,300.00	\$ 400.00	\$ 246,096.00	\$ 331.00	\$ 203,644.44	\$ 350.00	\$ 215,334.00	\$ 450.00	\$ 276,858.00
37	RC PIPE (CL III)(12 IN)	LF	102	\$ 53.00	\$ 5,406.00	\$ 48.00	\$ 4,896.00	\$ 64.00	\$ 6,528.00	\$ 75.00	\$ 7,650.00	\$ 57.00	\$ 5,814.00	\$ 75.00	\$ 7,650.00	\$ 60.00	\$ 6,120.00
38	RC PIPE (CL III)(18 IN)	LF	655.740	\$ 61.00	\$ 40,000.14	\$ 52.00	\$ 34,098.48	\$ 64.00	\$ 41,984.00	\$ 85.00	\$ 55,737.90	\$ 60.00	\$ 39,344.40	\$ 85.00	\$ 55,737.90	\$ 65.00	\$ 42,623.10
39	RC PIPE (CL III)(24 IN)	LF	373.740	\$ 66.00	\$ 24,666.84	\$ 77.00	\$ 28,777.98	\$ 77.00	\$ 28,798.00	\$ 90.00	\$ 33,636.60	\$ 71.00	\$ 26,535.54	\$ 140.00	\$ 52,323.60	\$ 75.00	\$ 28,030.50
40	RC PIPE (CL III)(36 IN)	LF	72.470	\$ 113.00	\$ 8,189.11	\$ 117.00	\$ 8,478.99	\$ 140.00	\$ 10,080.00	\$ 140.00	\$ 10,145.80	\$ 120.00	\$ 8,696.40	\$ 145.00	\$ 10,508.15	\$ 130.00	\$ 9,421.10
41	RC PIPE (CL III)(42 IN)	LF	40.570	\$ 145.00	\$ 5,882.65	\$ 150.00	\$ 6,085.50	\$ 170.00	\$ 6,970.00	\$ 180.00	\$ 7,302.60	\$ 190.00	\$ 7,708.30	\$ 150.00	\$ 6,085.50	\$ 190.00	\$ 7,708.30



McNeil Road Extension (Phase 2)
Burnet Street to Main Street
COST ESTIMATE - 100%

Round Rock Project Manual Bid Item	DESCRIPTION (TxDOT)	UNIT	QTY	Smith Contracting		Cash Construction Co		Austin Underground		Capital Excavation		Chasco		DNS		Patin	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
42	RC PIPE (CL III)(48 IN)	LF	151.040	\$ 164.00	\$ 24,770.56	\$ 180.00	\$ 27,187.20	\$ 220.00	\$ 33,220.00	\$ 210.00	\$ 31,718.40	\$ 213.00	\$ 32,171.52	\$ 175.00	\$ 26,432.00	\$ 210.00	\$ 31,718.40
43	JCTBOX(COMPL)(PJB)(5FTX5FT)	EA	5	\$ 4,100.00	\$ 20,500.00	\$ 4,200.00	\$ 21,000.00	\$ 5,400.00	\$ 27,000.00	\$ 5,000.00	\$ 25,000.00	\$ 8,600.00	\$ 43,000.00	\$ 8,000.00	\$ 40,000.00	\$ 7,500.00	\$ 37,500.00
44	INLET(COMPL)(PAZD)(FG)(4FT X4FT-4FTX4FT	EA	6	\$ 3,500.00	\$ 21,000.00	\$ 3,500.00	\$ 21,000.00	\$ 5,000.00	\$ 30,000.00	\$ 4,500.00	\$ 27,000.00	\$ 4,050.00	\$ 24,300.00	\$ 7,000.00	\$ 42,000.00	\$ 7,500.00	\$ 45,000.00
45	INLET (COMPL)(CURB)(TY 1)(10')	EA	26	\$ 3,900.00	\$ 101,400.00	\$ 4,300.00	\$ 111,800.00	\$ 3,500.00	\$ 91,000.00	\$ 4,500.00	\$ 117,000.00	\$ 5,300.00	\$ 137,800.00	\$ 7,000.00	\$ 182,000.00	\$ 6,700.00	\$ 174,200.00
46	MANH (COMPL)(TY MH-M)	EA	20	\$ 3,800.00	\$ 76,000.00	\$ 5,100.00	\$ 102,000.00	\$ 4,900.00	\$ 98,000.00	\$ 4,500.00	\$ 90,000.00	\$ 7,000.00	\$ 140,000.00	\$ 7,000.00	\$ 140,000.00	\$ 7,500.00	\$ 150,000.00
47	HEADWALL (CH - PW - 0) (DIA= 42 IN)	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 9,500.00	\$ 19,000.00	\$ 6,100.00	\$ 12,200.00	\$ 6,500.00	\$ 13,000.00	\$ 19,000.00	\$ 38,000.00	\$ 3,000.00	\$ 6,000.00	\$ 13,500.00	\$ 27,000.00
48	HEADWALL (CH - PW - 0) (DIA= 48 IN)	EA	2	\$ 9,500.00	\$ 19,000.00	\$ 13,500.00	\$ 27,000.00	\$ 6,100.00	\$ 12,200.00	\$ 7,000.00	\$ 14,000.00	\$ 23,000.00	\$ 46,000.00	\$ 3,200.00	\$ 6,400.00	\$ 14,000.00	\$ 28,000.00
49	WINGWALL (PW - 1) (HW=4 FT)	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 9,800.00	\$ 19,600.00	\$ 9,200.00	\$ 18,400.00	\$ 6,000.00	\$ 12,000.00	\$ 15,000.00	\$ 30,000.00	\$ 2,300.00	\$ 4,600.00	\$ 11,000.00	\$ 22,000.00
50	SET (TY II) (12 IN) (RCP) (4: 1) (P)	EA	2	\$ 1,700.00	\$ 3,400.00	\$ 800.00	\$ 1,600.00	\$ 980.00	\$ 1,960.00	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00
51	SLOT DRAIN (GAL STL) (15 IN)	LF	60	\$ 220.00	\$ 13,200.00	\$ 210.00	\$ 12,600.00	\$ 190.00	\$ 11,400.00	\$ 190.00	\$ 11,400.00	\$ 185.00	\$ 11,100.00	\$ 125.00	\$ 7,500.00	\$ 250.00	\$ 15,000.00
52	JACK BOR OR TUN PIPE(42 IN)(STL CASING	LF	85	\$ 950.00	\$ 80,750.00	\$ 1,100.00	\$ 93,500.00	\$ 1,100.00	\$ 93,500.00	\$ 1,000.00	\$ 85,000.00	\$ 1,200.00	\$ 102,000.00	\$ 400.00	\$ 34,000.00	\$ 930.00	\$ 79,050.00
53	JACK BOR OR TUN PIPE(48 IN)(STL CASING	LF	170	\$ 1,075.00	\$ 182,750.00	\$ 1,200.00	\$ 204,000.00	\$ 1,300.00	\$ 221,000.00	\$ 1,100.00	\$ 187,000.00	\$ 1,250.00	\$ 212,500.00	\$ 500.00	\$ 85,000.00	\$ 1,090.00	\$ 185,300.00
54	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	80	\$ 35.00	\$ 2,800.00	\$ 25.00	\$ 2,000.00	\$ 41.00	\$ 3,280.00	\$ 25.00	\$ 2,000.00	\$ 20.00	\$ 1,600.00	\$ 50.00	\$ 4,000.00	\$ 35.00	\$ 2,800.00
55	ROCK FILTER DAMS (REMOVE)	LF	80	\$ 8.00	\$ 640.00	\$ 0.50	\$ 40.00	\$ 3.00	\$ 240.00	\$ 6.00	\$ 480.00	\$ 1.00	\$ 80.00	\$ 10.00	\$ 800.00	\$ 10.00	\$ 800.00
56	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	134	\$ 12.00	\$ 1,608.00	\$ 15.00	\$ 2,010.00	\$ 15.00	\$ 2,010.00	\$ 17.00	\$ 2,278.00	\$ 13.00	\$ 1,742.00	\$ 30.00	\$ 4,020.00	\$ 15.00	\$ 2,010.00
57	CONSTRUCTION EXITS (REMOVE)	SY	134	\$ 6.50	\$ 871.00	\$ 0.50	\$ 67.00	\$ 4.00	\$ 536.00	\$ 6.00	\$ 804.00	\$ 1.00	\$ 134.00	\$ 5.00	\$ 670.00	\$ 10.00	\$ 1,340.00
58	TEMP SEDMT CONT FENCE (INSTALL)	LF	10535	\$ 2.00	\$ 21,070.00	\$ 2.50	\$ 26,337.50	\$ 2.00	\$ 21,070.00	\$ 2.00	\$ 21,070.00	\$ 2.00	\$ 21,070.00	\$ 3.00	\$ 31,605.00	\$ 2.50	\$ 26,337.50
59	TEMP SEDMT CONT FENCE (REMOVE)	LF	10535	\$ 0.40	\$ 4,214.00	\$ 0.20	\$ 2,107.00	\$ 0.60	\$ 6,321.00	\$ 0.10	\$ 1,053.50	\$ 0.25	\$ 2,633.75	\$ 0.50	\$ 5,267.50	\$ 1.00	\$ 10,535.00
60	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	10835	\$ 4.00	\$ 43,340.00	\$ 5.00	\$ 54,175.00	\$ 11.00	\$ 119,185.00	\$ 4.00	\$ 43,340.00	\$ 4.50	\$ 48,757.50	\$ 3.00	\$ 32,505.00	\$ 7.00	\$ 75,845.00
61	BIODEG EROSN CONT LOGS (REMOVE)	LF	10835	\$ 0.30	\$ 3,250.50	\$ 0.20	\$ 2,167.00	\$ 1.50	\$ 16,252.50	\$ 0.50	\$ 5,417.50	\$ 0.25	\$ 2,708.75	\$ 0.50	\$ 5,417.50	\$ 0.95	\$ 10,293.25
62	CONC CURB & GUTTER (TY II)	LF	4883	\$ 13.50	\$ 65,920.50	\$ 18.00	\$ 87,894.00	\$ 22.00	\$ 107,426.00	\$ 11.00	\$ 53,713.00	\$ 16.28	\$ 79,495.24	\$ 15.00	\$ 73,245.00	\$ 15.00	\$ 73,245.00
63	DRIVEWAYS (CONC)	SY	1150	\$ 64.00	\$ 73,600.00	\$ 75.00	\$ 86,250.00	\$ 75.00	\$ 86,250.00	\$ 90.00	\$ 103,500.00	\$ 62.00	\$ 71,300.00	\$ 85.00	\$ 97,750.00	\$ 70.00	\$ 80,500.00
64	CONC SIDEWALKS (4")	SY	1272	\$ 48.00	\$ 61,056.00	\$ 55.00	\$ 69,960.00	\$ 73.00	\$ 92,856.00	\$ 40.00	\$ 50,880.00	\$ 44.00	\$ 55,968.00	\$ 80.00	\$ 101,760.00	\$ 50.00	\$ 63,600.00
65	CURB RAMPS (TY 2)	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 1,800.00	\$ 1,800.00	\$ 2,100.00	\$ 2,100.00	\$ 1,500.00	\$ 1,500.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
66	CURB RAMPS (TY 7)	EA	15	\$ 1,600.00	\$ 24,000.00	\$ 1,500.00	\$ 22,500.00	\$ 2,400.00	\$ 36,000.00	\$ 1,200.00	\$ 18,000.00	\$ 850.00	\$ 12,750.00	\$ 1,500.00	\$ 22,500.00	\$ 1,500.00	\$ 22,500.00
67	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	19	\$ 500.00	\$ 9,500.00	\$ 500.00	\$ 9,500.00	\$ 580.00	\$ 11,020.00	\$ 500.00	\$ 9,500.00	\$ 540.00	\$ 10,260.00	\$ 200.00	\$ 3,800.00	\$ 715.00	\$ 13,585.00
68	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	EA	10	\$ 650.00	\$ 6,500.00	\$ 600.00	\$ 6,000.00	\$ 750.00	\$ 7,500.00	\$ 600.00	\$ 6,000.00	\$ 670.00	\$ 6,700.00	\$ 200.00	\$ 2,000.00	\$ 835.00	\$ 8,350.00
69	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	7	\$ 575.00	\$ 4,025.00	\$ 600.00	\$ 4,200.00	\$ 680.00	\$ 4,760.00	\$ 500.00	\$ 3,500.00	\$ 640.00	\$ 4,480.00	\$ 200.00	\$ 1,400.00	\$ 870.00	\$ 6,090.00
70	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 580.00	\$ 1,160.00	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00	\$ 540.00	\$ 1,080.00
71	REMOVE SM RD SN SUP&AM	EA	4	\$ 115.00	\$ 460.00	\$ 50.00	\$ 200.00	\$ 180.00	\$ 720.00	\$ 100.00	\$ 400.00	\$ 80.00	\$ 320.00	\$ 175.00	\$ 700.00	\$ 120.00	\$ 480.00
72	REMOVE LRSA	EA	1	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 375.00	\$ 375.00	\$ 350.00	\$ 350.00	\$ 120.00	\$ 120.00
73	REMOVE DELIN & OBJECT MARKER ASSMS	EA	3	\$ 115.00	\$ 345.00	\$ 20.00	\$ 60.00	\$ 180.00	\$ 540.00	\$ 20.00	\$ 60.00	\$ 135.00	\$ 405.00	\$ 75.00	\$ 225.00	\$ 25.00	\$ 75.00
74	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	325	\$ 2.65	\$ 861.25	\$ 2.00	\$ 650.00	\$ 2.00	\$ 650.00	\$ 2.00	\$ 650.00	\$ 2.00	\$ 650.00	\$ 2.00	\$ 650.00	\$ 3.90	\$ 1,267.50



McNeil Road Extension (Phase 2)
Burnet Street to Main Street
COST ESTIMATE - 100%

Round Rock Project Manual Bid Item	DESCRIPTION (TxDOT)	UNIT	QTY	Smith Contracting		Cash Construction Co		Austin Underground		Capital Excavation		Chasco		DNS		Patin	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
75	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	685	\$ 5.25	\$ 3,596.25	\$ 3.00	\$ 2,055.00	\$ 3.00	\$ 2,055.00	\$ 3.00	\$ 2,055.00	\$ 3.00	\$ 2,055.00	\$ 2.00	\$ 1,370.00	\$ 5.70	\$ 3,904.50
76	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	225	\$ 11.00	\$ 2,475.00	\$ 7.00	\$ 1,575.00	\$ 6.50	\$ 1,462.50	\$ 7.00	\$ 1,575.00	\$ 7.00	\$ 1,575.00	\$ 3.00	\$ 675.00	\$ 9.30	\$ 2,092.50
77	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	21	\$ 175.00	\$ 3,675.00	\$ 140.00	\$ 2,940.00	\$ 124.00	\$ 2,604.00	\$ 120.00	\$ 2,520.00	\$ 130.00	\$ 2,730.00	\$ 25.00	\$ 525.00	\$ 210.00	\$ 4,410.00
78	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	1	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00	\$ 198.00	\$ 198.00	\$ 200.00	\$ 200.00	\$ 210.00	\$ 210.00	\$ 30.00	\$ 30.00	\$ 240.00	\$ 240.00
79	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	5	\$ 200.00	\$ 1,000.00	\$ 170.00	\$ 850.00	\$ 165.00	\$ 825.00	\$ 170.00	\$ 850.00	\$ 175.00	\$ 875.00	\$ 50.00	\$ 250.00	\$ 300.00	\$ 1,500.00
80	REFL PAV MRK TY II (W) 12" (SLD)	LF	75	\$ 4.25	\$ 318.75	\$ 3.00	\$ 225.00	\$ 3.00	\$ 225.00	\$ 3.00	\$ 225.00	\$ 3.25	\$ 243.75	\$ 7.00	\$ 525.00	\$ 3.60	\$ 270.00
81	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	895	\$ 3.50	\$ 3,132.50	\$ 1.00	\$ 895.00	\$ 1.20	\$ 1,074.00	\$ 1.00	\$ 895.00	\$ 1.30	\$ 1,163.50	\$ 9.00	\$ 8,055.00	\$ 1.50	\$ 1,342.50
82	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	700	\$ 1.30	\$ 910.00	\$ 1.00	\$ 700.00	\$ 1.20	\$ 840.00	\$ 1.00	\$ 700.00	\$ 1.30	\$ 910.00	\$ 8.00	\$ 5,600.00	\$ 1.50	\$ 1,050.00
83	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	5115	\$ 0.92	\$ 4,705.80	\$ 1.00	\$ 5,115.00	\$ 1.00	\$ 5,115.00	\$ 1.00	\$ 5,115.00	\$ 1.00	\$ 5,115.00	\$ 5.00	\$ 25,575.00	\$ 1.50	\$ 7,672.50
84	REFL PAV MRKR TY II-A-A	EA	44	\$ 20.00	\$ 880.00	\$ 9.00	\$ 396.00	\$ 8.50	\$ 374.00	\$ 9.00	\$ 396.00	\$ 9.00	\$ 396.00	\$ 15.00	\$ 660.00	\$ 9.30	\$ 409.20
85	TRAFFIC BUTTON TY I-C	EA	20	\$ 20.00	\$ 400.00	\$ 9.00	\$ 180.00	\$ 8.50	\$ 170.00	\$ 9.00	\$ 180.00	\$ 9.00	\$ 180.00	\$ 30.00	\$ 600.00	\$ 9.30	\$ 186.00
86	ELIM EXT PAV MRK & MRKS (4")	LF	45	\$ 2.75	\$ 123.75	\$ 10.00	\$ 450.00	\$ 9.00	\$ 405.00	\$ 9.00	\$ 405.00	\$ 10.00	\$ 450.00	\$ 5.00	\$ 225.00	\$ 1.00	\$ 45.00
87	ELIM EXT PAV MRK & MRKS (ARROW)	EA	1	\$ 115.00	\$ 115.00	\$ 80.00	\$ 80.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 80.00	\$ 80.00	\$ 40.00	\$ 40.00	\$ 90.00	\$ 90.00
88	ELIM EXT PAV MRK & MRKS (WORD)	EA	1	\$ 115.00	\$ 115.00	\$ 130.00	\$ 130.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 135.00	\$ 135.00	\$ 50.00	\$ 50.00	\$ 150.00	\$ 150.00
89	GEOGRID BASE REINFORCEMENT (TY II)	SY	13642	\$ 2.00	\$ 27,284.00	\$ 3.50	\$ 47,747.00	\$ 2.50	\$ 34,105.00	\$ 2.40	\$ 32,740.80	\$ 4.50	\$ 61,389.00	\$ 2.00	\$ 27,284.00	\$ 5.00	\$ 68,210.00
90	CURB INLET SEDIMENT PROTECTION	LF	416	\$ 5.50	\$ 2,288.00	\$ 5.00	\$ 2,080.00	\$ 3.00	\$ 1,248.00	\$ 13.00	\$ 5,408.00	\$ 4.50	\$ 1,872.00	\$ 3.00	\$ 1,248.00	\$ 10.00	\$ 4,160.00
91	CONTROLLED LOW STRENGTH MATERIAL	CY	199	\$ 140.00	\$ 27,860.00	\$ 150.00	\$ 29,850.00	\$ 220.00	\$ 43,780.00	\$ 150.00	\$ 29,850.00	\$ 150.00	\$ 29,850.00	\$ 130.00	\$ 25,870.00	\$ 250.00	\$ 49,750.00
92	24" STEEL ENCASMENT PIPE	LF	80	\$ 120.00	\$ 9,600.00	\$ 155.00	\$ 12,400.00	\$ 160.00	\$ 12,800.00	\$ 140.00	\$ 11,200.00	\$ 155.00	\$ 12,400.00	\$ 150.00	\$ 12,000.00	\$ 150.00	\$ 12,000.00
93	MINOR MANHOLE ADJUSTMENT, 48-INCH DIA.	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 230.00	\$ 230.00	\$ 880.00	\$ 880.00	\$ 1,400.00	\$ 1,400.00	\$ 765.00	\$ 765.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
94	REMOVE EXISTING MANHOLE, 48-INCH DIA.	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 950.00	\$ 3,800.00	\$ 900.00	\$ 3,600.00	\$ 415.00	\$ 1,660.00	\$ 1,500.00	\$ 6,000.00	\$ 2,500.00	\$ 10,000.00
95	NEW MANHOLE CONSTRUCTION, 48-INCH DIA.	EA	6	\$ 4,200.00	\$ 25,200.00	\$ 4,100.00	\$ 24,600.00	\$ 5,800.00	\$ 34,800.00	\$ 3,500.00	\$ 21,000.00	\$ 4,300.00	\$ 25,800.00	\$ 8,000.00	\$ 48,000.00	\$ 7,500.00	\$ 45,000.00
96	BYPASS PUMPING	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,600.00	\$ 2,600.00	\$ 18,000.00	\$ 18,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
97	PIPE, 6" DIA., RESTRAINED JOINT, PVC DR 14 C900, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	151	\$ 40.00	\$ 6,040.00	\$ 43.00	\$ 6,493.00	\$ 38.00	\$ 5,738.00	\$ 65.00	\$ 9,815.00	\$ 41.00	\$ 6,191.00	\$ 70.00	\$ 10,570.00	\$ 60.00	\$ 9,060.00
98	PIPE, 8" DIA., RESTRAINED JOINT, PVC DR 14 C900, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	30	\$ 100.00	\$ 3,000.00	\$ 65.00	\$ 1,950.00	\$ 48.00	\$ 1,440.00	\$ 80.00	\$ 2,400.00	\$ 62.00	\$ 1,860.00	\$ 75.00	\$ 2,250.00	\$ 70.00	\$ 2,100.00
99	PIPE, 12" DIA., RESTRAINED JOINT, PVC DR 14 C900, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	799	\$ 66.00	\$ 52,734.00	\$ 73.00	\$ 58,327.00	\$ 75.00	\$ 59,925.00	\$ 95.00	\$ 75,905.00	\$ 90.00	\$ 71,910.00	\$ 80.00	\$ 63,920.00	\$ 80.00	\$ 63,920.00
100	PIPE, 12" DIA., RESTRAINED JOINT, CLASS 350 DUCTILE IRON, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	944	\$ 87.00	\$ 82,128.00	\$ 93.00	\$ 87,792.00	\$ 90.00	\$ 84,960.00	\$ 110.00	\$ 103,840.00	\$ 82.00	\$ 77,408.00	\$ 140.00	\$ 132,160.00	\$ 85.00	\$ 80,240.00



McNeil Road Extension (Phase 2)
Burnet Street to Main Street
COST ESTIMATE - 100%

Round Rock Project Manual Bid Item	DESCRIPTION (TxDOT)	UNIT	QTY	Smith Contracting		Cash Construction Co		Austin Underground		Capital Excavation		Chasco		DNS		Patin	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
101	PIPE, 6" DIA., PVC ASTM D3034 SDR-26, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	82	\$ 50.00	\$ 4,100.00	\$ 65.00	\$ 5,330.00	\$ 59.00	\$ 4,838.00	\$ 105.00	\$ 8,610.00	\$ 52.00	\$ 4,264.00	\$ 70.00	\$ 5,740.00	\$ 75.00	\$ 6,150.00
102	PIPE, 8" DIA., PVC ASTM D3034 SDR-26, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	818	\$ 58.00	\$ 47,444.00	\$ 59.00	\$ 48,262.00	\$ 55.00	\$ 44,990.00	\$ 70.00	\$ 57,260.00	\$ 55.82	\$ 45,660.76	\$ 65.00	\$ 53,170.00	\$ 90.00	\$ 73,620.00
103	8" AC TO PVC ADAPTOR W/ HYMAX 2 COUPLING SLEEVE, INCLUDING INSTALLATION	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 800.00	\$ 800.00	\$ 2,100.00	\$ 2,100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00
104	6" AC TO PVC ADAPTOR, INCLUDING INSTALLATION	EA	1	\$ 2,900.00	\$ 2,900.00	\$ 700.00	\$ 700.00	\$ 2,100.00	\$ 2,100.00	\$ 900.00	\$ 900.00	\$ 1,300.00	\$ 1,300.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00
105	DUCTILE IRON FITTINGS (ALL SIZES)	TON	0.670	\$ 12,500.00	\$ 8,375.00	\$ 12,000.00	\$ 8,040.00	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 8,040.00	\$ 7,500.00	\$ 5,025.00	\$ 1,200.00	\$ 804.00	\$ 21,795.00	\$ 14,602.65
106	DISINFECTION/ FLUSHING, AND TESTING	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 11,000.00	\$ 11,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,450.00	\$ 6,450.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
107	CONNECT EXISTING WATER METER TO PROPOSED LINE	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,000.00	\$ 3,000.00	\$ 2,100.00	\$ 6,300.00	\$ 800.00	\$ 2,400.00	\$ 4,500.00	\$ 13,500.00
108	VALVES, RESILIENT WEDGE GATE VALVE, 12" DIAMETER	EA	6	\$ 2,900.00	\$ 17,400.00	\$ 2,700.00	\$ 16,200.00	\$ 3,500.00	\$ 21,000.00	\$ 3,000.00	\$ 18,000.00	\$ 2,200.00	\$ 13,200.00	\$ 2,700.00	\$ 16,200.00	\$ 3,800.00	\$ 22,800.00
109	VALVES, RESILIENT WEDGE GATE VALVE, 8" DIAMETER	EA	3	\$ 1,950.00	\$ 5,850.00	\$ 1,600.00	\$ 4,800.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 1,400.00	\$ 4,200.00	\$ 2,500.00	\$ 7,500.00	\$ 2,090.00	\$ 6,270.00
110	VALVES, RESILIENT WEDGE GATE VALVE, 6" DIAMETER	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,200.00	\$ 1,200.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00
111	REMOVAL OF EXISTING FIRE HYDRANT ASSEMBLY	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00	\$ 460.00	\$ 1,380.00	\$ 1,000.00	\$ 3,000.00	\$ 3,200.00	\$ 9,600.00
112	FIRE HYDRANT ASSEMBLY	EA	4	\$ 4,200.00	\$ 16,800.00	\$ 4,600.00	\$ 18,400.00	\$ 5,200.00	\$ 20,800.00	\$ 5,000.00	\$ 20,000.00	\$ 5,200.00	\$ 20,800.00	\$ 6,000.00	\$ 24,000.00	\$ 5,500.00	\$ 22,000.00
113	2" FLUSHING VALVE ASSEMBLY	LF	2	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00	\$ 4,000.00	\$ 8,000.00	\$ 1,200.00	\$ 2,400.00	\$ 5,800.00	\$ 11,600.00	\$ 900.00	\$ 1,800.00	\$ 3,500.00	\$ 7,000.00
114	CRITICAL LOCATES	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 500.00	\$ 1,500.00	\$ 880.00	\$ 2,640.00	\$ 1,600.00	\$ 4,800.00	\$ 8,600.00	\$ 25,800.00	\$ 2,000.00	\$ 6,000.00	\$ 3,500.00	\$ 10,500.00
115	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$ 1,200.00	\$ 14,400.00	\$ 1,400.00	\$ 16,800.00	\$ 200.00	\$ 2,400.00	\$ 1,000.00	\$ 12,000.00	\$ 3,700.00	\$ 44,400.00	\$ 4,000.00	\$ 48,000.00	\$ 1,215.00	\$ 14,580.00
116	MOBILIZATION	%	0	\$ 100,000.00	\$ 100,000.00	\$ 63,000.05	\$ 63,000.05	\$ 98,930.00	\$ 98,930.00	\$ 304,000.00	\$ 304,000.00	\$ 220,650.00	\$ 220,650.00	\$ 150,000.00	\$ 150,000.00	\$ 94,000.00	\$ 94,000.00
117	REMOVAL AND DISPOSAL OF ASBESTOS	LF	1008	\$ 23.00	\$ 23,184.00	\$ 48.00	\$ 48,384.00	\$ 33.00	\$ 33,264.00	\$ 30.00	\$ 30,240.00	\$ 30.00	\$ 30,240.00	\$ 25.00	\$ 25,200.00	\$ 28.00	\$ 28,224.00
ROADWAY TOTAL					\$ 2,623,159.93		\$ 2,766,044.00		\$ 3,021,522.13		\$ 3,052,854.65		\$ 3,126,391.15		\$ 3,133,097.75		\$ 3,220,185.47
UTILITIES TOTAL					\$ 396,815.00		\$ 401,158.00		\$ 431,055.00		\$ 446,860.00		\$ 422,463.76		\$ 466,384.00		\$ 501,636.65
SUBTOTAL																	
CONTINGENCY				%	10%												
PROJECT TOTAL					\$ 3,019,974.93		\$ 3,167,202.00		\$ 3,452,577.13		\$ 3,499,714.65		\$ 3,548,854.91		\$ 3,599,481.75		\$ 3,721,822.12



May 1, 2019

Mr. Bill Stablein
City of Round Rock – Transportation Department
2008 Enterprise Drive
Round Rock, Texas 78664

Dear Mr. Stablein,

Bids for the McNeil Rd. Extension Phase 2 project were received at your office until 2:00 pm on April 30, 2019. A total of 7 bids were received. The bids were opened and read aloud. From low bid to high bid the bids were as follows:

1. Smith Contracting:	\$3,019,974.93
2. Cash Construction:	\$3,167,202.00
3. Austin Underground:	\$3,452,577.13
4. Capital Excavation:	\$3,499,714.65
5. Chasco Constructors:	\$3,548,854.91
6. D&S Concrete Contractors:	\$3,599,481.75
7. Patin Construction:	\$3,721,822.12

All bidder's submittals were checked for acknowledgement of addendum 1, inclusion of the Statement of Bidder's Safety Experience, and inclusion of a bid guarantee. All seven submittals contained these items.

Atkins has checked the bid tabs for all bids received, and Smith Contracting's bid of \$3,019,974.93 has been confirmed as the low bid.

Based on our review, I recommend that the City move forward with award of the project to Smith Contracting.

Sincerely,

A handwritten signature in blue ink, appearing to read "SL" followed by a stylized flourish.

Steven R. Lindsey
Atkins

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-489262

Date Filed:
05/10/2019

Date Acknowledged:

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

MA Smith Contracting Co., Inc.
Austin, TX United States

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

City of Round Rock, Texas

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

McNeil Road Extension Phase 2
McNeil Road Extension Phase 2

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 TRAVIS RAGLAND, and my date of birth is 8/1/83.

My address is 109 Indian Hill Point, Kyle, TX, 78690, 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 TEXAS, on the 10 day of MAY, 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, Section 42-319, Code of Ordinances (2018 Edition), regarding two-hour parking. (First Reading)
(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance

Department: Transportation Department

Text of Legislative File 2019-0217

This item will modify the two-hour parking ordinance to include the downtown mixed use areas. The modified ordinance states that parking restrictions would not be applicable or enforceable until signs are posted giving notice. This item will allow the Transportation Department to respond in a timely and efficient fashion when conditions warrant time-limited parking in the downtown area due to redevelopment, changes in use, or to manage parking efficiency.

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

That Chapter 42, Section 42-319 of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

(a) *Two-hour limit zones.*

- (a) On Main St. from San Saba St. to Lewis St.;
- (b) On Liberty Ave. from San Saba St. to Lewis St.;
- (c) On Bagdad Ave. from Harris St. to McNeil Road;
- (d) On Florence Ave. from Brown St. to Blair St.;
- (e) On Austin Ave. from Round Rock Ave. to Lewis St.
- (f) On Anderson Ave. from Lewis St. to Lee St.
- (g) On Milam Ave. from Mays St. to Spring St.;
- (h) On Fannin Ave. from Mays St. to Lewis St.;
- (i) On San Saba St. from Round Rock Ave. to its southern end;
- (j) On Harris St. from Liberty Ave. to Bagdad Ave.;
- (k) On Brown St. from Round Rock Ave. to Florence St.;
- (l) On Brown St. from Anderson Ave. to Austin, St.
- (m) On Blair St. from Anderson Ave. to Florence St.;
- (n) On Round Rock Ave. from San Saba St. to Blair St.;
- (o) On Lampasas St. from Fannin Ave. to McNeil Road;

- 1 (p) On Sheppard St. from Fannin Ave. to Bagdad St.;
- 2 (q) On Burnet St. from Fannin Ave. to McNeil Road;
- 3 (r) On Lewis St. from Pecan St. to Main St.;
- 4 (s) On Spring St. from Lewis St. to Pecan St.;
- 5 (t) On Pecan St. from Lewis St. to Georgetown St.

6 **II.**

7

8 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are

9 expressly repealed.

10 **B.** The invalidity of any section or provision of this ordinance shall not

11 invalidate other sections or provisions thereof.

12 **C.** The City Council hereby finds and declares that written notice of the date,

13 hour, place and subject of the meeting at which this Ordinance was adopted was posted

14 and that such meeting was open to the public as required by law at all times during

15 which this Ordinance and the subject matter hereof were discussed, considered and

16 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas

17 Government Code, as amended.

18 **READ** and **APPROVED** on first reading this the ____ day of

19 _____, 2019.

20 **READ, APPROVED** and **ADOPTED** on second reading this the ____ day of

21 _____, 2019.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

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ATTEST:

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SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider public testimony regarding, and an ordinance zoning 1.72 acres of land located southwest of the intersection of High Country Boulevard and High Point Drive to the OF-1 (General Office) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Vicinity Map, Aerial Photo

Department: Planning and Development Services Department

Text of Legislative File 2019-0222

The property owner, Steve Sparks, submitted a request for original zoning to the OF-1 (General Office) district. The property is designated for residential by *General Plan 2020* and office is considered compatible with this designation. The permitted uses in the OF-1 (General Office) district include: office, medical office, residential to office conversion, day care, cosmetic services, and urgent care facility. The district has exterior wall finish standards and building orientation, articulation and elevation requirements.

The property was annexed into the City in 2009, at which time no zoning district was applied. The property therefore has a default zoning designation of SF-R (Single Family - rural). The 1.72-acre property, which has approximately 300 feet of frontage on High Country Blvd., contains one single family home. It is the only single family property with a driveway on High Country Blvd, which is a collector street connecting Donnell Drive and Gattis School Road. Behind the property is a 10-acre tract owned by the City of Round Rock. This City property contains an approximately 100-foot tall elevated water storage tank, which is accessed via a paved driveway from High Country Blvd. This driveway is adjacent to the western and southern boundaries of the subject property. The remainder of the 10-acre City tract is High Country Park, which is accessed from Flower Hill Drive. Due to the location and layout of the lot, it is not a desirable single family lot and lends itself more for a non-residential use.

The owner sent a letter to the owners of the surrounding properties, stating that he wanted to sell the property to a buyer who wanted to use it as an administrative office for a contracting/building business. The owner requested a signature from each surrounding owner,

attesting that they did not object to the office zoning. Four owners who are directly adjacent to the subject tract provided signatures. The owner also contacted representatives of the two neighborhood associations in the area.

The owner's representatives participated in a pre-submittal meeting with the City on March 28, 2019, where the requirements for the potential conversion of the site from residential to office were discussed. These requirements include: a driveway which meets the commercial standard, the provision of wastewater service to the property, provisions for stormwater, designation of a fire lane(s), provision for parking spaces, landscaping, and a compatibility buffer where the site is adjacent to single family uses on the northeastern boundary.

The Planning and Zoning Commission held a public hearing and voted 9-0 to recommend approval of the original zoning. There were three speakers, representing two households, and they were in opposition to the OF-1 zoning, expressing concerns regarding the use and the potential traffic it could generate. They also expressed concern about the current traffic on High Country Blvd.

ORDINANCE NO. O-2019-0222

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 1.72 ACRES OF LAND OUT OF THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS DISTRICT OF-1 (GENERAL OFFICE); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has annexed 1.72 acres of land out of the Samuel Jenkins Survey, Abstract No. 347 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" (the "Property"), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 17th day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be originally zoned as District OF-1 (General Office), and

WHEREAS, on the 23rd day of May, 2019, after proper notification, the City Council held a public hearing on the proposed original zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 2, Article I, Section 2-2 and Chapter 10, Article I, Section 10-2, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this original zoning:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for existing uses that are and would be permitted by District OF-1 (General Office); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the existing uses in District OF-1 (General Office).

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District OF-1 (General Office).

III.

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

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

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

Alternative 1.

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

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

Alternative 2.

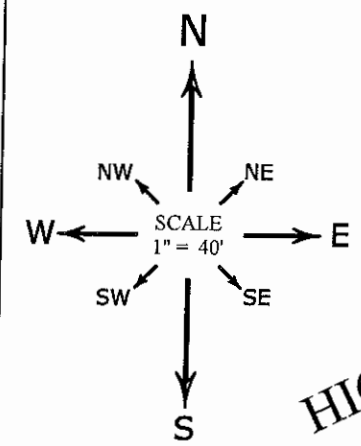
READ and APPROVED on first reading this the ____ day of _____, 2019.

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

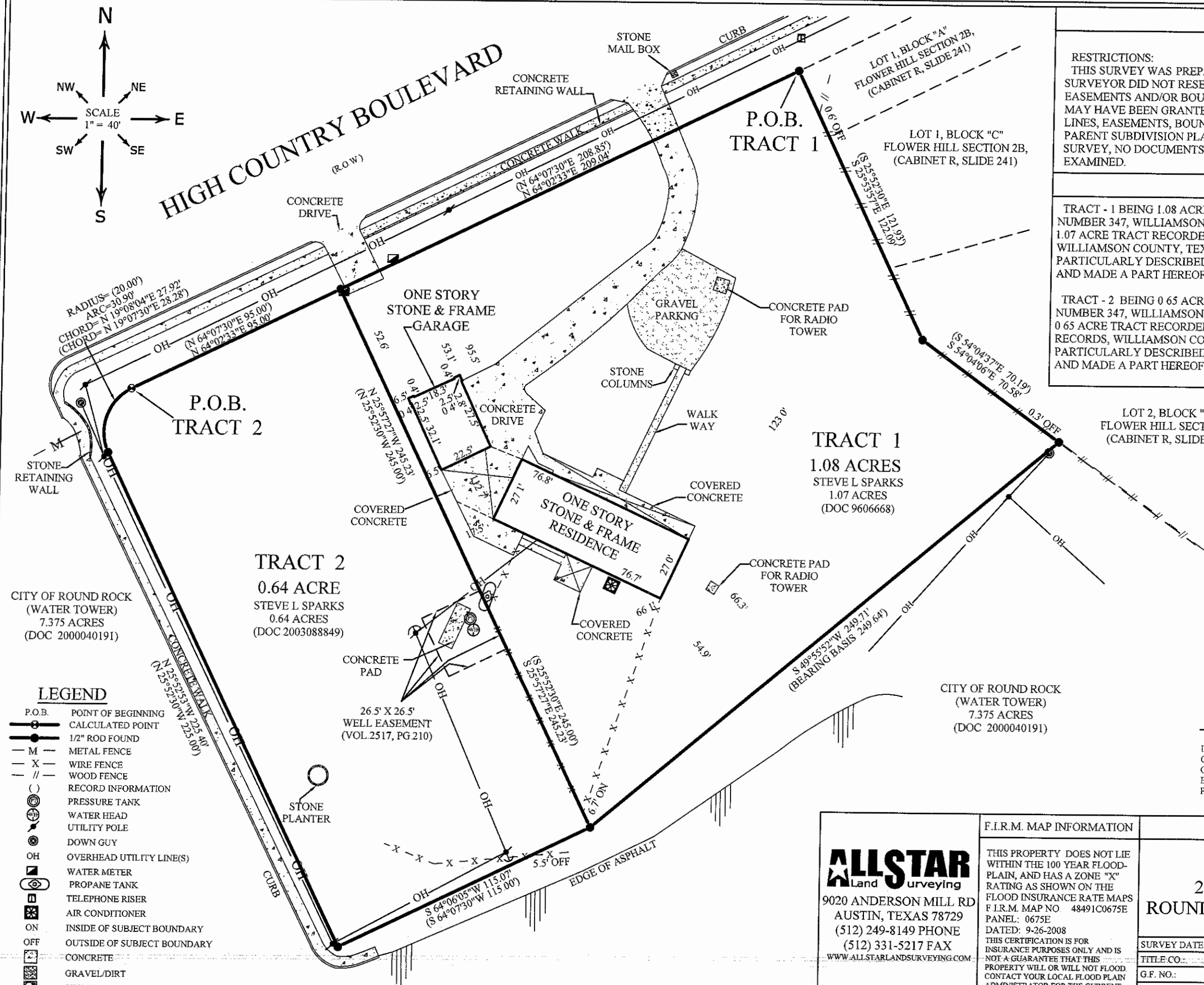
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



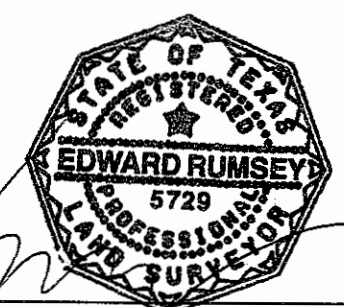
HIGH COUNTRY BOULEVARD



RESTRICTIONS
RESTRICTIONS: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE, EASEMENTS AND/OR BOUNDARY LINE AGREEMENTS, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON. ONLY THOSE SETBACK LINES, EASEMENTS, BOUNDARY LINES AND INTERESTS WHICH ARE REPRESENTED ON THE PARENT SUBDIVISION PLAT, WHICH IS REFERENCED HEREON, ARE PLOTTED ON THIS SURVEY, NO DOCUMENTS OTHER THAN THOSE CITED ON THIS SURVEY HAVE BEEN EXAMINED.
LEGAL DESCRIPTION
TRACT - 1 BEING 1.08 ACRES OF LAND, OUT OF THE SAMUEL JENKINS SURVEY, ABSTRACT NUMBER 347, WILLIAMSON COUNTY, TEXAS, SAME BEING THAT CERTAIN STEVE L. SPARKS 1.07 ACRE TRACT RECORDED IN DOCUMENT NUMBER 9606668, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TEXAS, SAID 1.08 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF
TRACT - 2 BEING 0.65 ACRES OF LAND, OUT OF THE SAMUEL JENKINS SURVEY, ABSTRACT NUMBER 347, WILLIAMSON COUNTY, TEXAS, SAME BEING THAT CERTAIN STEVE L. SPARKS 0.65 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2003088849, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, TEXAS, SAID 0.65 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF

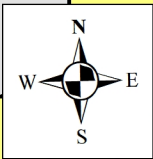
EXHIBIT 'A'

- LEGEND**
- P.O.B. POINT OF BEGINNING
 - CALCULATED POINT
 - 1/2" ROD FOUND
 - M — METAL FENCE
 - X — WIRE FENCE
 - // — WOOD FENCE
 - () — RECORD INFORMATION
 - PRESSURE TANK
 - WATER HEAD
 - UTILITY POLE
 - DOWN GUY
 - OH — OVERHEAD UTILITY LINE(S)
 - WATER METER
 - PROPANE TANK
 - TELEPHONE RISER
 - AIR CONDITIONER
 - ON INSIDE OF SUBJECT BOUNDARY
 - OFF OUTSIDE OF SUBJECT BOUNDARY
 - CONCRETE
 - GRAVEL/DIRT
 - STONE



TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE OF THE PROPERTY LEGALLY DESCRIBED HEREON CERTIFIED ONLY TO BUILDING LINES AND EASEMENTS AS PER PLAT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

F.I.R.M. MAP INFORMATION		ADDRESS			
ALLSTAR Land surveying 9020 ANDERSON MILL RD AUSTIN, TEXAS 78729 (512) 249-8149 PHONE (512) 331-5217 FAX WWW.ALLSTARLANDSURVEYING.COM		STEVE L SPARKS 2701 HIGH COUNTRY BOULEVARD, ROUND ROCK, WILLIAMSON COUNTY, TEXAS			
		SURVEY DATE:	DECEMBER 07, 2012	FIELDED BY:	EANON HORTON 12/07/2012
		TITLE CO.:		CALC. BY:	EDWARD RUMSEY 12/07/2012
		G.F. NO.:	-	DRAWN BY:	ROGER CARDONA 12/07/2012
		JOB NO.:	A1201312	RPLS CHECK:	EDWARD RUMSEY 12/07/2012
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.I.R.M. MAP NO. 48491C0675E PANEL: 0675E DATED: 9-26-2008 THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT					



SF-2

**Subject Tract
1.72 ac.**

SF-2

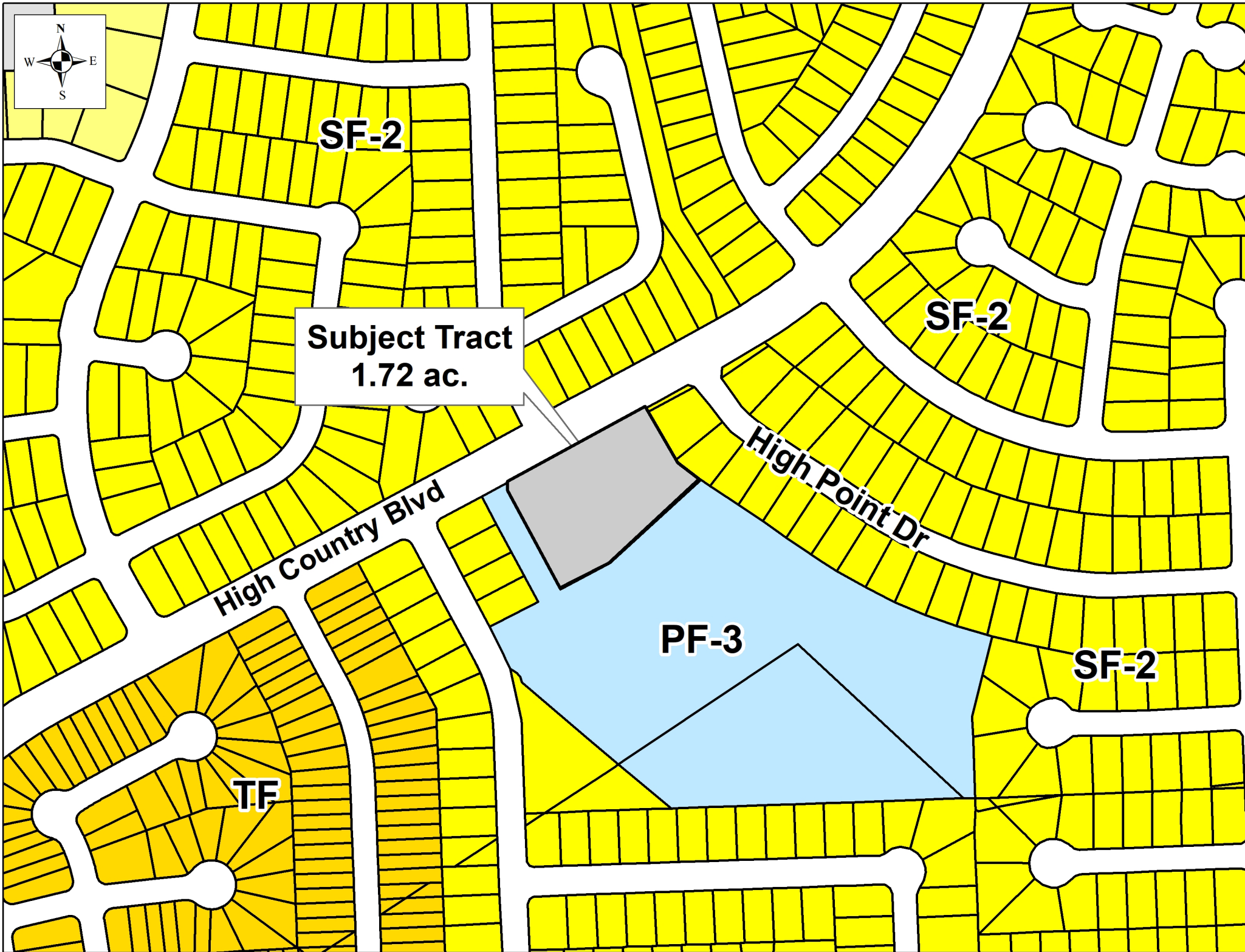
High Country Blvd

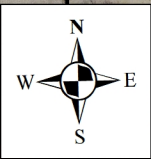
High Point Dr

PF-3

SF-2

TF

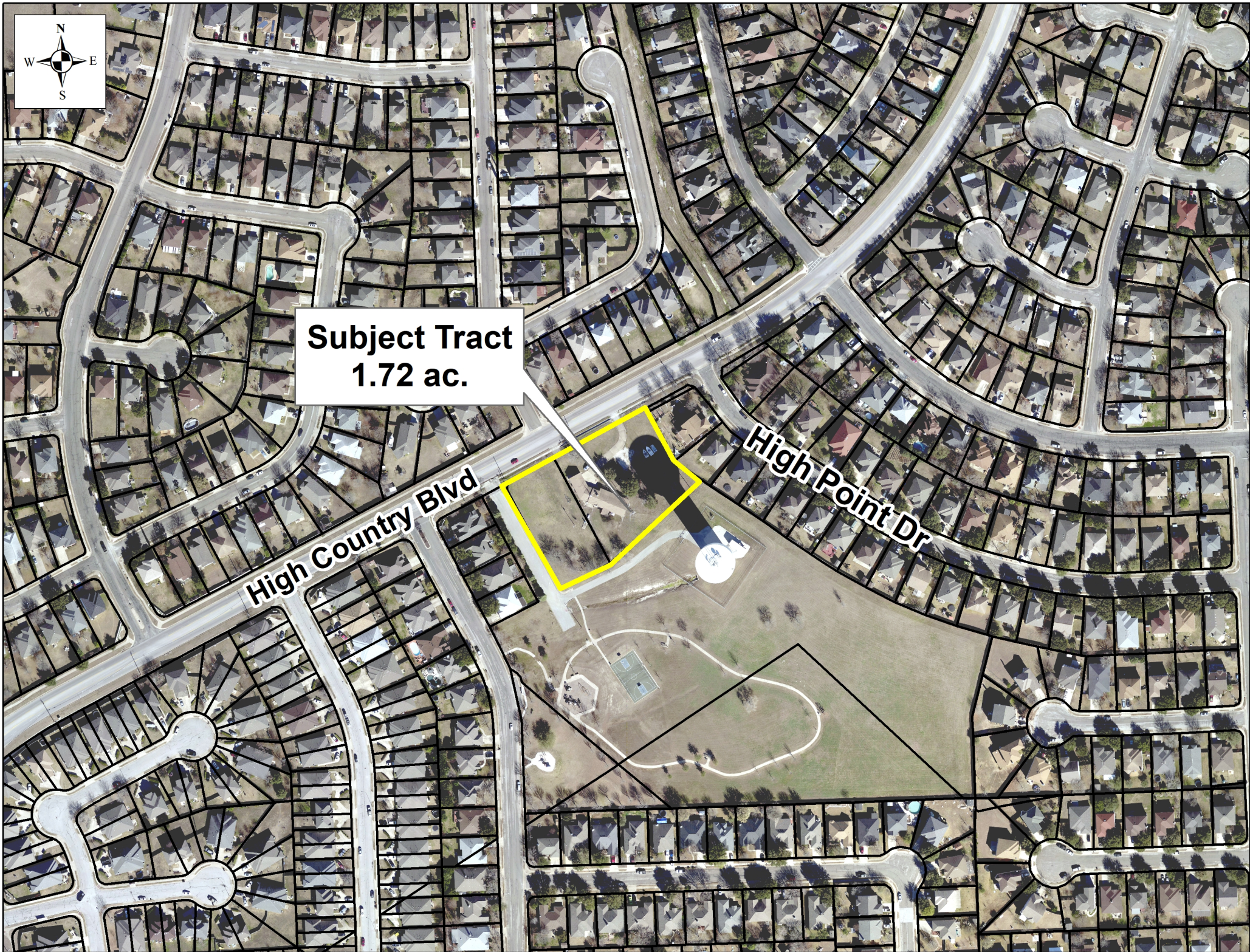




Subject Tract
1.72 ac.

High Country Blvd

High Point Dr





City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider an ordinance adopting Amendment No. 1 to the FY 2018-2019 Operating Budget. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Finance Department

Text of Legislative File 2019-0221

New General Fund Positions

The following additional FTEs are recommended to be funded for the General Fund to help meet the immediate staffing needs. The proposal amendment increases the General Fund budget by a total of \$35,500 and adds 1.000 FTE to the authorized personnel count citywide. This position will be funded by higher than expected Sales Tax revenues in the General Fund.

- 1) *Staff Engineer/Project Manager for Transportation:* Transportation is seeking a Project Manager to help accommodate the fast-paced growth & development of the City's many projects by providing additional assistance to the Department. This position will provide management for the new road projects already started in the five year, \$240 million roadway expansion/improvement plan.

Increased General Fund Positions

The amendment also increases the authorized FTE count for four (4) existing positions in the General Fund. This proposed amendment increases the General Fund budget by a total of \$35,000 and the authorized personnel count by 1.275 FTEs, and are considered routine reconciling adjustments. These positions will be funded by higher than expected Sales Tax revenues in the General Fund.

- 1) *Increasing Two Law Enforcement Technicians to 0.750 FTE:* The Police Department is requesting to increase two Law Enforcement Technician positions from 0.500 FTE to 0.750 FTE. This will reconcile the budgeted number of FTE to the actual amount in the department. This will increase the Police Department's authorized personnel count by

0.500 FTE in total. The amendment for these changes will increase the General Fund's FY 2019 budget by \$16,000.

2) *Increasing a Volunteer Coordinator Position to Full Time:* The Police Department is requesting to increase a Volunteer Coordinator position from 0.475 FTE to full-time 1.000 FTE. This will reconcile the budgeted number of FTEs to the actual amount in the department. This will increase the Police Department's authorized personnel count by 0.525 FTE in total. The amendment for these changes will increase the General Fund's FY 2019 budget by \$14,000.

3) *Library Associate:* The Library is requesting to reconcile the FTE count for a Library Associate position of 0.250 FTE. This will reconcile the budgeted number of FTEs to the actual amount in the department and the total Library's authorized personnel count by 0.250 FTE total. The amendment for this position will increase the General Fund's FY 2019 budget by \$5,000.

Increased Utility Fund Positions

This amendment also increases (2) Customer Service Representatives in the Utility Fund. This proposed amendment increases the Utility Fund budget by a total of \$8,000 and the authorized personnel count by 0.500 FTEs.

1) *Increasing Two Customer Service Representative Positions to 1.000 FTE:* The Utility Billing and Collections Department is requesting to increase two Customer Service Representative positions from 0.750 FTE to 1.000 FTE due to increased workload needs associated with the new CIS system and customer portal. This will increase the Utility Billing and Collections Department's authorized personnel count by 0.500 FTEs. The amendment will these changes will increase the Utility Fund's FY 2019 budget by \$8,000.

Other Items

The following budget amendments are recommended for funding needs not related to new or existing positions in the General Fund.

1) *Expense and Revenues for Fire Opioid Grant:* The Fire Department has received another round of funding through an Opioid Emergency Response Grant through the Health and Human Services Commission in the amount of \$500,000. This amendment will increase the General Fund budget by \$500,000 in expenses and by \$500,000 in off-setting revenues. This is the final phase of the Opioid Grant.

ORDINANCE NO. O-2019-0221

**AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR
FISCAL YEAR 2018-2019.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2018-2019 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

The City Clerk is directed to file a certified copy of this ordinance along with a true copy of the attached revised budget with the County Clerk of Williamson County, Texas.

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.

ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT**"A"****FY 2019 Budget Amendment
Full Time Equivalent Additions & Funding**

	<u>FY 2019 Budget</u>
General Fund	
Source of Funds:	
Excess Sales Tax Revenues	\$ (70,202)
Opioid Grant Reimbursement	(500,000)
Expenditures:	
Police (Additional 0.250 each for 2 positions)	\$ 16,239
Police (Additional 0.525 for position)	14,105
Transportation (1 New FTE)	35,434
Library (0.250 for position reconciliation)	4,424
General Fund Ongoing Expenses	<u>70,202</u>
Fire Opioid Grant	500,000
General Fund One-time Expenses	<u>500,000</u>
General Fund Total	<u><u>570,202</u></u>
General Fund Balance - net effect	\$ 0
 Utility Fund	
Source of Funds:	
Expenditures:	
Utility Billing & Collections (Additional 0.250 each for 2 positions)	\$ 7,731
Utility Fund Balance - net effect	<u>\$ 7,731</u>



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the sale and/or value of real property to wit: 900 and 910 Heritage Center Circle, 100 Tower Drive, and 209-211 Brown Street, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/23/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File TMP-0345