



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, June 11, 2020

6:00 PM

City Council Chambers, 221 East Main St.

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held in person and by video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19.

City Council members will be present in the City Council chambers. Members of the public are able to speak during citizen communication or a public hearing by attending the meeting in person in the City Council chambers, however those members of the public that do not want to attend the meeting in person are able to speak via videoconferencing. Please visit www.roundrocktexas.gov and register ahead of time via the link provided in the calendar entry for this meeting.

This meeting is also able to be viewed live online at www.roundrocktexas.gov/tv, or on Spectrum Channel 10 and U-Verse Channel 99. You do not need to register to watch the meeting - only if you wish to speak and not attend in person.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2018 Edition.

E. 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.

- E.1 [TMP-1615](#) [Consider approval of the minutes for the May 28, 2020 City Council meeting.](#)
- E.2 [2020-0160](#) [Consider a resolution authorizing the Mayor to execute one or more electrical power purchase contracts with a Retail Electric Provider to provide electric power to the City.](#)

F. RESOLUTIONS:

- F.1 [2020-0149](#) [Consider a resolution authorizing the Mayor to execute a Community Development Block Grant Subrecipient Agreement with the Round Rock Area Serving Center in the amount of \\$397,375.00.](#)
- F.2 [2020-0150](#) [Consider a resolution authorizing the Mayor to execute an Agreement with HydroPro Solutions, LLC for the purchase of Master Meter Products.](#)
- F.3 [2020-0151](#) [Consider a resolution approving the Public Transportation Agency Safety Plan.](#)
- F.4 [2020-0152](#) [Consider a resolution authorizing the submittal of a grant application for FY 2020 Coronavirus Aid, Relief & Economic Security \(CARES\) Act funding from the Federal Transit Authority \(FTA\) for the funding of the fixed route bus system and ADA paratransit services, the purchase and installation of bus shelters, and the City's Transit Coordinator position.](#)
- F.5 [2020-0153](#) [Consider a resolution approving a Chapter 380 Economic Development Program for Hubbell Lighting, Inc.](#)
- F.6 [2020-0154](#) [Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Hubbell Lighting, Inc.](#)

G. ORDINANCES:

- G.1 [2020-0155](#) [Consider public testimony regarding, and an ordinance rezoning 3.83 acres located southwest of IH35 and McNeil Road from the SF-2 \(Single Family - Standard Lot\) zoning district to the LI \(Light Industrial\) zoning district. \(First Reading\)*](#)
- G.2 [2020-0156](#) [Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article IV, Section 2-48, Code of Ordinances \(2018 Edition\), regarding the addition of Research and Development to the Employment and Industrial districts. \(First Reading\)*](#)

- G.3 [2020-0157](#) [Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article VI, Section 2-77 and Article VIII, Section 2-91, Code of Ordinances \(2018 Edition\), regarding the addition of Veterinary Clinics to the Mixed Use and PUD Districts. \(First Reading\)*](#)
- G.4 [2020-0158](#) [Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 1, Article III, Section 1-50; Chapter 2, Article II, Sections 2-20, 2-22 and 2-23; Chapter 2, Article VI, Sections 2-71, 2-72, 2-73, 2-74 and 2-75; and Chapter 8, Article IV, Section 8-35; and Chapter 8, Article VIII, Section 8-65 Code of Ordinances \(2018 Edition\), regarding view fencing. \(First Reading\)*](#)
- G.5 [2020-0159](#) [Consider an ordinance amending Chapter 42, Section 42-313 Code of Ordinances \(2018 Edition\), regarding parking regulations for the display and storage of rental vehicles. \(First Reading\)*](#)

H. APPOINTMENTS:

- H.1 [TMP-1616](#) [Consider the appointment of a Municipal Judge to fill an expired term.](#)
- H.2 [TMP-1617](#) [Consider the appointment of an Associate Municipal Judge to fill an expired term.](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:

- J.1 [TMP-1629](#) [Consider Executive Session as authorized by §551.071, Government Code, related to consultations with attorneys regarding the City's response to the Comptroller of Public Accounts' proposed rule amendment related to sales tax.](#)

K. ADJOURNMENT

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 5th day of June 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the May 28, 2020 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 052820 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1615



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, May 28, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19. Some City Council members were present in the chamber while others attended the meeting via videoconferencing.

This meeting was able to be viewed live online at www.roundrocktexas.gov/replay or www.roundrocktexas.gov/tv, or viewed on Spectrum Channel 10 and U-Verse Channel 99.

Members of the public that wished to speak during citizen communication or a public hearing were able to visit www.roundrocktexas.gov and register ahead of time via the link provided in the calendar entry for this meeting.

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, May 28, 2020 in the City Council chambers located at 221 E. Main Street, Round Rock. Mayor Morgan called the meeting to order at 6:02 PM.

ROLL CALL

Present:	6 - Mayor Craig Morgan Mayor Pro-Tem Writ Baese Councilmember Rene Flores Councilmember Matthew Baker Councilmember Will Peckham Councilmember Hilda Montgomery
Absent:	1 - Councilmember Tammy Young

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Steve Armbruster, 3201 Tenaza Cove, spoke to publicly thank Detective Kevin Bender for his help when he had vehicle issues on the side of the road.

PRESENTATIONS:

- E.1** [TMP-1582](#) Consider a presentation and update from the Williamson Central Appraisal District.

Alvin Lankford, Chief Appraiser, made the presentation to the City Council

CONSENT AGENDA:

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

A motion was made by Mayor Pro-Tem Baese seconded by Councilmember Flores to approve the Consent Agenda. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

- F.1** [TMP-1572](#) Consider approval of the minutes for the May 14, 2020 City Council meeting.

This item was approved on the Consent Agenda.

- F.2** [2020-0131](#) Consider an ordinance adopting Amendment No. 1 to the FY 2019-2020 Operating Budget. (Second Reading)

This item was approved on the Consent Agenda.

- F.3** [2020-0142](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to City of Round Rock Agreement for Purchase of Generator Preventative Maintenance and Repair Services with Loftin Equipment Company.

This item was approved on the Consent Agenda.

- F.4** [2020-0144](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to Professional Consulting Services Agreement with Rock Engineering & Testing Laboratory, Inc. for construction materials testing services related to the Fire Station No. 3 Project.

This item was approved on the Consent Agenda.

RESOLUTIONS:**G.1** [2020-0134](#)

Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with P.E Consulting Services, Inc. for the evaluation and improvement of the City's ISO rating.

Robert Isbell, Fire Chief, made the staff presentation.

A motion was made by Councilmember Montgomery, seconded by Councilmember Peckham, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.2 [2020-0135](#)

Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease 2020 RXV Elite golf carts for Forest Creek Golf Club.

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.3 [2020-0136](#)

Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease a 2020 Refresher Oasis and a 2020 Hauler800X Gas for Forest Creek Golf Club.

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

A motion was made by Councilmember Flores, seconded by Councilmember Baker, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.4 [2020-0137](#)

Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease 2020 TFM 10 EX GPS systems for golf carts for Forest Creek Golf Club.

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.5 [2020-0138](#)

Consider a presentation regarding, and a resolution approving the Capital Improvements Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.

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

A motion was made by Councilmember Peckham, seconded by Councilmember Flores, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.6 [2020-0139](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Walker Partners, LLC for the Lake Georgetown Zebra Mussel Control Evaluation Project.

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

A motion was made by Councilmember Montgomery, seconded by Councilmember Baker, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.7 [2020-0140](#)

Consider a resolution authorizing the reimbursement to Scott Felder Homes, LLC for the cost of oversizing a wastewater line for the Sauls Tract.

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.8 [2020-0141](#)

Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Ritter, Botkin Prime Construction Company, Inc. for the Civil Upgrades at Public Safety Training Center Project.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.9 [2020-0143](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Mac Haik Ford Lincoln for the purchase of OEM Ford Replacement Parts.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Montgomery, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.10 [2020-0145](#)

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.

Kevin Klosterboer, Budget Manager, made the staff presentation.

A motion was made by Councilmember Baker, seconded by Mayor Pro-Tem Baese, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.11 [2020-0146](#)

Consider a resolution expressing official intent to reimburse certain project expenditures from the proceeds of a future Utility System Revenue Bonds sale.

Susan Morgan, CFO, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

G.12 [2020-0147](#)

Consider a resolution authorizing the Mayor to execute an Engagement Letter with Whitley Penn, LLP for the 2020 financial and compliance audit.

Susan Morgan, CFO, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Montgomery, to approve the Resolution. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

ORDINANCES:**H.1** [2020-0148](#)

Consider public testimony regarding, and an ordinance approving Amendment No. 6 to Planned Unit Development (PUD) No. 23 to modify the commercial carwash requirements, located northwest of the intersection of FM 1431 and Sendero Springs Dr. (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 Mayor Pro-Tem Baese, to approve the first reading of the Ordinance. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

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:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Councilmember Young

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:34 PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a resolution authorizing the Mayor to execute one or more electrical power purchase contracts with a Retail Electric Provider to provide electric power to the City.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2020-0160

The City currently has power costs under contract through June 2022. The current pricing analysis shows current rates to be very favorable and it is in the City's best interest to extend those lower prices, if possible. Therefore, staff recommends seeking a new contract with a competitive provider to start in June 2022 and take the City through 2025 or 2026, depending on the negotiated term. This Resolution grants the Mayor the authority to execute the negotiated contract once results from the City's third-party power consultant, CGP Solutions, completes the bidding process. It does not bind the City to enter into an agreement that is not favorable to the City should bids not come in as expected.

Due to the changing nature of the market, this resolution does not set a specific price or vendor but allows staff and our consultant to monitor the market and recommend the best price and vendor. The City has a long-standing agreement with CGP Solutions who serves as the City's consultant on wholesale electric needs and the market for providers.

Historically, power has been contracted in advance for multi-year terms to manage pricing fluctuations in the electrical industry that can be volatile due to the season, weather, fuel prices and political climate. In addition to locking in cost savings, the long-term contracts also give the City price stability for budgeting and cost management purposes. The City currently has a contract with Constellation Energy to provide electric power to all City facilities through a Cooperative Procurement with the Houston Galveston Area Council of Governments (HGAC). The current contract was approved by Council on April 14, 2016 and with an expiration date June 5, 2021. A contract extension was approved on June 9, 2017 which extended the current

contract through June 2022.

The current rate is \$0.03836 per kWh, and the City will spend approximately \$4,000,000 per year on electric power for all of its operations. Beginning June 2021 through June 2022, the rate will be \$0.03883 per kWh. With this Resolution, the City will work to continue favorable electric rates into the future.

RESOLUTION NO. R-2020-0160

WHEREAS, in order for the City to timely execute an electric power supply contract with a Retail Electric Provider (REP) to obtain the best price in the volatile energy market, this Resolution authorizes the Mayor to execute one or more power supply contracts during the current fiscal year to purchase power from a Retail Electric Provider, provided the terms of this Resolution are complied with, Now Therefore

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

Section 1: During the current fiscal year, the Mayor may execute, on behalf of the City, one or more contracts to purchase power between the City and a Retail Electric Provider in accordance with the terms of this Resolution.

Section 2: The Mayor may only execute an electric power supply contract ("Contract") with a REP in the event the following conditions are strictly complied with:

- (i) the term of the Contract is no less than six (6) months and no more than three (3) years;
- (ii) the price per kilowatt-hour KWH shall be competitive, considering the terms of the Houston Galveston Area Council of Governments ("HGAC") negotiated Contract;
- (iii) the REP recommended by CGP Solutions was selected in a competitive process in which the recommended REP offers the "Best Value" Contract to the City when considering the following factors:
 - (a) price per KWH;
 - (b) the amount, if any, of premiums to be paid by the City for using either less or more electrical power than its historic demand data; and
 - (c) ability to provide detailed, consolidated billing for the City.

Section 3: This Resolution shall take effect upon adoption.

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

RESOLVED this 11th day of June, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a resolution authorizing the Mayor to execute a Community Development Block Grant Subrecipient Agreement with the Round Rock Area Serving Center in the amount of \$397,375.00.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost: \$397,375.00

Indexes: CDBG HUD Entitlement Grants

Attachments: Resolution, Exhibit A, Form 1295

Department: Planning and Development Services Department

Text of Legislative File 2020-0149

Due to the continuing state of emergency and complications arising from COVID-19, the caseload of the Round Rock Area Serving Center has increased dramatically with requests for assistance with utilities. Not only Serving Center clients, but also people who are normally working and haven't asked for help before, have been impacted by the business closures and job cuts due to COVID-19. In order to not delay helping residents of Round Rock with assistance, we are asking that this agreement in the amount of \$397.375.00 be approved.

The City tentatively plans to resume residential utility disconnects for non-payment in July. This will provide resources for residents in need of assistance from an agency well suited to handle and address those needs.

Cost: \$397,375.00

Source of Funds: CDBG Funds

RESOLUTION NO. R-2020-0149

WHEREAS, the City Council has previously adopted the 2019-2023 Consolidated Plan and the 2019-2020 Action Plan for the Community Development Block Grant Program, and

WHEREAS, on May 14, 2020, the City Council approved an amendment for the 2019-2023 Consolidated Plan and the 2019-2020 Action Plan for the Community Development Block Grant Program adding funds to respond to the COVID-19 pandemic, and

WHEREAS, the 2019-2023 Consolidated Plan Amendment and the 2019-2020 Annual Action Plan Amendment includes funding to the Round Rock Area Serving Center for housing and utility payment assistance for residents affected by the COVID-19 pandemic, and

WHEREAS, City Council desires to enter into a Community Development Block Grant Agreement with Round Rock Area Serving Center, with respect to funds awarded in 2019-2020 Action Plan, for housing and utility payment assistance for residents affected by the COVID-19 pandemic,
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 Community Development Block Grant Agreement with Round Rock Area Serving Center, a copy of said agreement being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 11th day of June, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**CDBG Grant No. B-20-MW-48-0514

THE STATE OF TEXAS §

CFDA NO. 14.218

COUNTY OF WILLIAMSON §

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2020 by and between the City of Round Rock, a Texas home-rule municipality (herein called "CITY") and Round Rock Area Serving Center (herein called "SUBRECIPIENT").

WHEREAS, CITY has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, CITY wishes to engage SUBRECIPIENT to assist CITY in utilizing such funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

**SECTION I:
SCOPE OF SERVICES**

1.1. Activities

SUBRECIPIENT will be responsible for administering a Community Development Block Grant ("CDBG") Year 2019-2020 program known as subsistence assistance, consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

Program Delivery

Activity:

Subsistence assistance as a result of the COVID-19 pandemic.

General Administration

The Executive Director of SUBRECIPIENT ("Executive Director") will provide administrative oversight for the program.

1.2 National Objectives

SUBRECIPIENT certifies that the activities carried out under this Agreement shall meet the national objective of benefiting persons financially impacted by the COVID-19 pandemic by providing one-time or short-term (no more than three months) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. As such the

SUBRECIPIENT shall be responsible for ensuring that all activities and beneficiaries meet the definition of:

- ☐ LMA – Low/Mod Area Benefit
- ☒ LMC – Low/Mod Clientele Benefit or presumed Low Mod Clientele
- ☐ LMH – Low/Mod Housing Benefit
- ☐ LMJ – Low/Mod Job Benefit

1.3. Levels of Accomplishment – Goals and Performance Measures

In addition to normal administrative services required as part of this Agreement, SUBRECIPIENT agrees to provide the following program services:

Activity	Unduplicated Clients Receiving Program Services Per Year
Subsistence assistance as a result of the COVID-19 pandemic.	500 persons assisted

Duplicate services to a unique client are permissible in order to maintain continuity with current client cases and insure service completion. Duplicate clients shall not be counted towards SUBRECIPIENT's goals and performance measures.

Goal	Outcome
COVID-19 Pandemic Response	To assist 500 residents financially impacted by the COVID-19 pandemic with subsistence payments.

Program deliverables shall be submitted as follows:

Program Deliverable	Deliverable Supporting Documentation	Submission Schedule
Special Grant Condition Policies (Section VI)	Policies as stated in this agreement	Within thirty (30) days of agreement execution
Insurance	Insurance Certificate	Annually, within thirty (30) days of renewal
Detailed project Schedule	Project Schedule	Within thirty (30) days of agreement execution and annually thereafter (if applicable)

Submission of Progress Report	Exhibit D	Monthly
Financial and Compliance Audit	N/A	Annually, one hundred eighty (180) days after FY end until 2020

1.4. Staffing

To undertake the activity described above and accomplish the levels of service described above, SUBRECIPIENT will allocate staff time in support of the program funded under this Agreement as follows:

Title	Hrs. per Week	# of Weeks	=	Estimated Hours
Executive Director	5	39	=	195

Timeframe: March 13, 2020 through September 30, 2020 or until funds are expended.

Any changes in the key personnel assigned or their general responsibilities under this program are subject to the prior approval of CITY.

SECTION II: TIME OF PERFORMANCE

2.1 Services of SUBRECIPIENT shall start on March 13, 2020, and must comply with all applicable requirements of 24 CFR 570.503 and 2 CFR 200.309. This Agreement shall expire on September 30, 2020 or until funds are fully expended.

2.2 The term of this Agreement shall automatically be extended for as long as SUBRECIPIENT has control over CDBG funds, including program income.

2.3 If the term of this Agreement is automatically extended pursuant to Section 2.2, the term of this Agreement shall expire upon the disposition of the CDBG funds by SUBRECIPIENT, or remittance of the CDBG funds, including program income, to CITY by SUBRECIPIENT.

SECTION III: BUDGET

All funds expended by SUBRECIPIENT pursuant to this agreement shall be expended in accordance with the following budget:

Non-housing community development	Federal Amount
<u>Project Component 1</u> : Support non-housing development, specifically COVID-19 assistance, including subsistence payments.	\$397,375.00

Total Federal Funds:	\$397,375.00
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The SUBRECIPIENT will accomplish the following checked project tasks:

- ☐ Pay all closing costs related to property conveyance
- ☒ Maintain and provide to the City as requested beneficiary income certification documentation (at least 20% of unduplicated clients)
- ☒ Maintain National Objective Documentation
- ☒ Provide Monthly reports on National Objectives and project progress
- ☒ Required attendance by a representative from executive management at quarterly partnership meetings, as requested by Community Development
- ☐ Provide monthly construction and rehabilitation progress reports until completion of construction and rehabilitation
- ☐ Identify Lead Project Manager
- ☐ Provide Site Design and Specifications
- ☐ Comply with Davis Bacon Labor Standards
- ☐ Provide certified payroll weekly throughout construction and rehabilitation
- ☐ Comply with Uniform Relocation Act (URA), if necessary
- ☐ Ensure applicable numbers of units are Section 504/ADA accessible
- ☐ Ensure the applicable affordability period for the project is met

Any indirect costs charged must be consistent with the conditions of Paragraph 8.3(B) of this Agreement. In addition, CITY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by CITY. SUBRECIPIENT may reallocate funds from one budget line-item above to another budget line-item provided that the level of program services does not decrease and provided that the CITY's Director of Planning approves such reallocation in writing.

SECTION IV: PAYMENT

It is expressly agreed the total amount to be paid by CITY under this Agreement shall not exceed **\$397,375.00**. Draw-downs for the payment of eligible expenses shall be made against the line item budgets provided above and incorporated herein and in accordance with performance as follows:

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
One-time or short-term (no more than three months) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness.	Cancelled checks/Exhibit B & D and any additional documentation as requested	Monthly

Expenses for general administration shall also be paid against the line item budgets provided above and in accordance with performance. Payments will be contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 24 CFR 84.21.

SECTION V: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Notices made pursuant to this Agreement shall be directed to the following representatives:

CITY:

Elizabeth Alvarado
Community Development Coordinator
City of Round Rock
221 East Main Street
Round Rock, Texas 78664
Telephone: 512-341-3328
Fax: 512-341-3301
e-mail: ealvarado@roundrocktexas.gov

SUBRECIPIENT:

Lori Scott
Executive Director
Round Rock Area Serving Center
1099 East Main Street
Round Rock, TX 78683
Telephone: 512-255-0913
Fax: 512-255-0913
e-mail: lscott@rrasc.org

SECTION VI: SPECIAL CONDITIONS

SUBRECIPIENT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development (HUD) regulations concerning Community Development Block Grants and all federal regulations and policies issued pursuant to these regulations, except that: (1) SUBRECIPIENT does not assume CITY's environmental responsibilities, if any, described in 24 CFR § 570.604; and (2) SUBRECIPIENT does not assume CITY'S responsibility, if any, for initiating the review process under the provision of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Furthermore:

- A. Within thirty (30) calendar days of the execution of this agreement, the SUBRECIPIENT must deliver to the CITY for approval a detailed project schedule for the completion of the project.
- B. The following resolutions and policies must be adopted by the SUBRECIPIENT'S governing body within thirty (30) days of award of this agreement:

- ☒ Affirmative Fair Housing Policy
- ☒ Affirmative Action/ Equal Opportunity Policy
- ☒ Conflict of Interest Policy
- ☒ Procurement Policy
- ☐ Uniform Relocation Act Policy
- ☒ Sexual Harassment Policy
- ☐ Procedure for meeting the requirements set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 794 1 u)
- ☐ Procedures for meeting the requirements set forth in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)
- ☒ Fraud Policy

SECTION VII: GENERAL CONDITIONS

7.1. General Compliance

SUBRECIPIENT agrees to comply with all applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

7.2. Independent Contractor

It is understood and agreed that SUBRECIPIENT is an independent contractor and shall not be considered an employee of CITY. SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. CITY shall be exempt from payment of all unemployment compensation, FICA and retirement benefits to SUBRECIPIENT, its employees, officers, or other agents, as SUBRECIPIENT is an independent contractor. SUBRECIPIENT shall not be within protection or coverage of CITY'S Workers' Compensation insurance, Health Insurance, Liability Insurance or any other Insurance that CITY from time to time may have in force and effect.

7.3. Hold Harmless

SUBRECIPIENT shall indemnify, save harmless and exempt CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as result of this Agreement and arising out of a willful or negligent act or omission of SUBRECIPIENT, its officers, agents, servants, and employees; provided, however, that SUBRECIPIENT shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of CITY, its officers, agents, servants and employees, or third parties.

7.4. Worker's Compensation

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

7.5. Insurance and Bonding

SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from CITY.

7.6. Amendments

The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, or agreements, either written or oral, with respect to the subject matter hereof. No modification or amendment to this Agreement will be binding on either party unless acknowledged in writing by their duly authorized representatives.

7.7. Suspension or Termination

Partial terminations of the Scope of Services in Paragraph 1.1 above may only be undertaken with the prior approval of CITY. The award made pursuant to this agreement may be terminated for convenience in accordance with 24 CFR § 85.44 by either CITY or SUBRECIPIENT by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, CITY may terminate the award in its entirety. In the event of any termination for convenience, all finished or unfinished documents, data, reports or other materials prepared by SUBRECIPIENT under this Agreement shall, at the option of CITY, become property of CITY.

In accordance with 24 CFR § 85.43, the CITY may also suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, such material failures include, but are not limited to the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement; or

- D. Submission by SUBRECIPIENT to CITY reports that are incorrect or incomplete in any material respect.

CITY may declare SUBRECIPIENT ineligible for any further participation in CITY contracts, in addition to other remedies as provided by law. Should SUBRECIPIENT fail to cure or correct such defects or failures identified by CITY within the fifteen (15) days after notification of deficiencies, and such breach of contract relate to a violation of federal law or regulations which results in a demand for reimbursement from the Department of Housing and Urban Development (HUD) or its successor, CITY may seek reimbursement of all funds paid from CITY to SUBRECIPIENT under this Agreement.

SUBRECIPIENT shall not be relieved of the liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by SUBRECIPIENT and CITY may withhold any payments to SUBRECIPIENT for the purpose as set out and until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined. Should CITY become aware of any activity by SUBRECIPIENT which would jeopardize CITY's position with HUD which would cause a payback of CDBG funds or other CITY federal funds then CITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of CITY to exercise this right shall in no way constitute a waiver by CITY to demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.8. Pending Litigation

SUBRECIPIENT agrees to inform CITY about any litigation SUBRECIPIENT is, or becomes, involved in.

7.9. Background Checks

SUBRECIPIENT agrees to conduct a criminal background check on all employees working directly with youth.

7.10 Participant Eligibility

SUBRECIPIENT shall only provide services that benefit from this Agreement to families that qualify as a "low-and moderate-income household," as that term is defined in 24 CFR § 570.3. SUBRECIPIENT shall require all families served by SUBRECIPIENT pursuant to this Agreement to establish that such families are a low-and moderate-income household through the use of documentation such as pay stubs, tax returns, social security statements or other readily verifiable financial documentation. Pursuant to 24 CFR § 570.3, a low-and moderate-income household is a household having an income equal to or less than the Section 8 low-income limit established from time to time by HUD. The current Section 8 income limits are contained in Exhibit "A", attached hereto and incorporated herein for all purposes. SUBRECIPIENT acknowledges that the Section 8 income limits are subject to amendment from time to time and that the income limits in place at the time SUBRECIPIENT receives an application for service determine participant eligibility under this Agreement.

Pursuant to 24 CFR § 570.208 (a)(2)(A), an activity benefits low and moderate-income persons if it benefits a clientele who are generally presumed to be principally low and moderate income persons, which includes but is not limited to abused children, battered spouses and homeless persons. SUBRECIPIENT acknowledges that the criteria found in 24 CFR § 570.208 (a) (2) (B) are subject to amendment from time to time and that the criteria in place at the time SUBRECIPIENT receives an application for service determine participant eligibility under this Agreement.

SECTION VIII: ADMINISTRATIVE REQUIREMENTS

8.1. Financial Management

A. Accounting Standards

SUBRECIPIENT agrees to comply with 24 CFR § 84.21-28, § 570.502, § 570.503(b)(3), and § 570.506, and SUBRICIPIENT agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 230 (previously OMB Circular A-122), “Cost Principles for Non-Profit Organizations,” or 2 CFR Part 220 (previously OMB Circular A-21), “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8.2. Documentation and Record Keeping

A. Record Keeping

SUBRECIPIENT shall maintain all records that are pertinent to the activities to be funded under this Agreement, and all records required by the federal regulations specified in 24 CFR § 570.502, § 570.503(b)(3), and § 570.506. Such records shall include, but are not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program under 24 CFR § 570.208;
3. Records required to determine the eligibility of activities under 24 CFR §§ 570.201 - 570.206;
4. Financial records as required by 24 CFR § 570.502, 24 CFR §§ 84.21-28 and 2 CFR Part 215 (previously OMB Circular A-110); and

5. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Retention

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

C. Client Data

SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address and annual household income level as shown in Exhibit "B", attached hereto and incorporated herein. Any other basis for determining eligibility must be approved by CITY in advance in writing, and description of services provided. Such information shall be made available to CITY monitors or their designees upon request.

D. Disclosure

SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Close-Outs

SUBRECIPIENT's obligation to CITY shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to CITY), and determining custodianship of records. SUBRECIPIENT agrees to comply with all applicable Grant Closeout Procedures under 24 CFR 570.502 and 570.509. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over CDBG funds, including program income.

F. Audits & Inspections

All SUBRECIPIENT's records with respect to any matters covered by this Agreement shall be made available to CITY, grantor agency, their designees or the Federal Government, at

any time during normal business hours, as often as CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by SUBRECIPIENT within thirty (30) days after receipt by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT's audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200 (formerly OMB Circular A-133).

If SUBRECIPIENT expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

However, if SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year or more in federal funds, SUBRECIPIENT must, within nine (9) months from the end of its fiscal year, supply CITY with an audit of revenues and expenditures conducted by a certified public accountant. Grant funds will automatically be forfeited to CITY if SUBRECIPIENT fails to submit an audit within the allotted time.

8.3. Reporting and Payment Procedures

A. Program Income

SUBRECIPIENT shall report and remit all program income, as that term is defined in 24 CFR § 570.500(a), to the CITY in accordance with the City of Round Rock Community Development Block Grant Program Income Policy, attached hereto as Exhibit "C", and incorporated herein for all purposes.

Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the CITY. Pursuant to 24 CFR § 570.500(a)(5) and 24 CFR § 570.503(b)(7), program income does not include proceeds from the disposition of real property acquired or improved with CDBG funds when the disposition occurs after five (5) years after the expiration of this Agreement. SUBRECIPIENT agrees that the obligations of SUBRECIPIENT under this Section 8.3 shall survive the expiration or termination of this agreement and shall continue for a period of five (5) years following the expiration of this Agreement pursuant to Section II, or termination of this Agreement.

B. Indirect Costs

If indirect costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining SUBRECIPIENT's appropriate share of administrative costs and shall submit such plan to CITY for approval.

C. Payment Procedures

CITY will pay to SUBRECIPIENT funds available under this Agreement based on information submitted by SUBRECIPIENT and consistent with an approved budget and CITY policies concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by SUBRECIPIENT, and not to exceed actual cash requirements. Payments will be adjusted by CITY in accordance with advance fund and program income balances available under this contract for costs incurred by CITY on the behalf of SUBRECIPIENT.

D. Progress Reports

SUBRECIPIENT shall submit regular Monthly Progress Reports to CITY in the form, content, and frequency as required by CITY. These shall include but not be limited to summary of expenditures, list of beneficiaries and a brief narrative of accomplishments. Monthly Progress Reports should be submitted on Exhibit "D", attached hereto and incorporated herein unless an alternative report is approved by CITY in advance and in writing.

E. Budgets

CITY and SUBRECIPIENT may agree to revise the budget, provided in Section III above, from time to time in accordance with existing CITY policies. Any amendments to the budget must be approved in writing by both CITY and SUBRECIPIENT.

8.4. Procurement

A. Compliance

SUBRECIPIENT shall maintain inventory records, which clearly identify any real or personal property purchased, improved, or sold using funds provided under this Agreement. Property retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR § 570.503(b)(8). All program assets (unexpended advanced funds) shall revert to CITY upon termination of this Agreement. The only authorized expenditures of funds shall be those items and indirect costs provided in Section III of this Agreement.

B. OMB Standards

SUBRECIPIENT shall procure materials in accordance with the requirements of 24 CFR 84.40-48.

C. Travel

SUBRECIPIENT shall obtain written approval from CITY for any travel outside the metropolitan area with funds provided under this Agreement. CITY shall determine that such

travel is necessary and reasonable according to applicable standards outlined in 2 CFR Part 225 (formerly OMB Circular A87).

8.5. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR §§ 570.502, 570.503 and 570.504, as applicable, which include but are not limited to the following:

A. SUBRECIPIENT agrees that should it discontinue the services as provided for herein, or upon the expiration or termination of this Agreement, then SUBRECIPIENT shall transfer to CITY all unexpended CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement, as determined at the time of the expiration, discontinuance or termination of this Agreement, within ten (10) days from the time of expiration, discontinuance, or termination of services. The funds remaining will be appropriated to eligible CDBG activities in keeping with CITY's budgetary process.

B. Real property under SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after expiration of this Agreement. If SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, SUBRECIPIENT shall pay CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to CITY. SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

C. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by SUBRECIPIENT for activities under this Agreement shall be (a) transferred to CITY for the CDBG program or (b) retained after compensating CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION IX: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

9.1. SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); (b) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and 9c) the requirements in 24 CFR § 570.606(d) governing optional relocation policies. SUBRECIPIENT shall provide relocation assistance to displaced persons as

defined by 24 CFR § 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION X: PERSONNEL & PARTICIPANT CONDITIONS

10.1. Civil Rights

A. Compliance

SUBRECIPIENT agrees to comply with city and state civil rights acts and ordinances, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. Nondiscrimination

SUBRECIPIENT will not cause any person to be excluded from participation in, denied the benefits of, or subjected to discrimination under any of the program's activities receiving assistance under this Agreement based on the grounds of race, color, religion, sex, ancestry, national origin or handicap. In order to allow CITY to monitor non-discrimination, SUBRECIPIENT will at minimum maintain records regarding the race of persons or households assisted under this contract and whether households assisted have a female head of household.

SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, or other handicap, age, marital status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to ensure all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulation, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (42 U.S.C. 5301 *et seq.*) are still applicable.

C. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that CITY and the United States are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

D. Compliance with Section 504

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) or applicable updates which prohibits discrimination against the handicapped in any federally assisted program. CITY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

10.2. Affirmative Action

A. Approved Plan

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to CITY's specifications an Affirmative Action Program in keeping with the principles as provided in Presidents Executive Order 11246 of September 24, 1966. CITY shall provide Affirmative Action guidelines to SUBRECIPIENT to assist in the formulation of such program. SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

B. Women- and Minority-Owned Businesses (W/MBE)

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

C. Access to Records

SUBRECIPIENT shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

D. Notifications

SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

F. Subcontract Provisions

SUBRECIPIENT will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

10.3. Employment Restrictions

A. Prohibited Activity

SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

B. Labor Standards

SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and

wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

C. “Section 3” Clause

1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon CITY, SUBRECIPIENT and any of SUBRECIPIENT’s subcontractors. Failure to fulfill these requirements shall subject CITY, SUBRECIPIENT and any of SUBRECIPIENT’s subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in

which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications

SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places to employees and applicants for employment or training.

3. Subcontracts

SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not approve any subcontracts unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

10.4. Conduct

A. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY.

B. Subcontracts

1. Approvals

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without written consent of CITY prior to the execution of such

Agreement.

2. Monitoring of Subcontractors

SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

C. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

D. Conflict of Interest

SUBRECIPIENT understands and agrees to abide by the provisions of 24 CFR § 84.42 and 570.611, which include, but are not limited to the following:

1. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer or agent of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to “covered persons” which shall include any person who is an employee, agent, consultant, officer, or elected official of CITY, SUBRECIPIENT or any designated public agencies which are receiving funds under the CDBG Entitlement program.

E. Lobbying

SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

3. It will require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly:

4. Lobbying Certification

This certification is a material representation of a fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. Copyright

If this Agreement results in any copyrightable material or inventions, CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Religious Organization

SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization; to promote religious interests; or for the benefit of a religious organization as specified in 24 CFR § 570.200(j).

**SECTION XI:
ENVIRONMENTAL CONDITIONS**

11.1. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

A. Clean Air Act, 42 U.S.C., 7401, *et seq.*;

B. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

C. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

11.2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes including rehabilitation.

11.3. Lead-Based Paint

SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the

amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

11.4. Historic Preservation

SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION XII: SEVERABILITY

12.1. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XIII: SECTION HEADINGS AND SUBHEADINGS

13.1. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION XIV: WAIVER

14.1. CITY's failure to act with respect to a breach by SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

[Signatures on the following page.]

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date indicated above.

CITY:

City of Round Rock

SUBRECIPIENT:

Round Rock Area Serving Center

Craig Morgan, Mayor

By: _____

Name: _____

Title: _____

Approved as to Form:

Stephan L. Sheets, City Attorney

EXHIBIT "A"
CDBG 2019 INCOME LIMITS

FY 2019 INCOME LIMIT CATEGORY	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very low (50%) Income Limits	\$33,150.00	\$37,850.00	\$42,600.00	\$47,300.00	\$51,100.00	\$54,900.00	\$58,700.00	62,450.00
Extremely Low (30%) Income Limits	\$19,900.00	\$22,750.00	\$25,600.00	\$28,400.00	\$30,700.00	\$32,950.00	\$35,250.00	\$37,500.00
Low (80%) Income Limits	\$52,850.00	\$60,400.00	\$67,950.00	\$75,500.00	\$81,550.00	\$87,600.00	\$93,650.00	\$99,700.00

Unduplicated Clients

Date: _____
Plan/Prog: _____
Activity No.: _____

2019-2020 Unduplicated Clients: _____

5 American Indian or Alaska Native **10** Other Multi-racial
6 Asian *and* White
7 Native Hawaiian or Other Pacific Islander
8 American Indian or Alaska Native *and* White
9 American Indian or Alaska Native *and* Black or African American

5 American Indian or Alaska Native **10** Other Multi-racial
6 Asian *and* White
7 Native Hawaiian or Other Pacific Islander
8 American Indian or Alaska Native *and* White
9 American Indian or Alaska Native *and* Black or African American

Note: According

EXHIBIT "C"

CITY OF ROUND ROCK **COMMUNITY DEVELOPMENT BLOCK GRANT** **PROGRAM INCOME POLICY**

This policy is implemented to comply with applicable federal, state and local laws, regulations and policies governing the disposition of program income. Applicable laws and regulations include, but are not limited to, Title 24 Code of Federal Regulations, Chapter V, Subchapter C, Part 570, Subpart J and Subpart K.

1. DEFINITIONS:

- 1.1** Program Income means gross income received by the Recipient or Sub-recipient directly generated from the use of CDBG funds.
- 1.2** Recipient means the City of Round Rock, Texas.
- 1.3** Sub-recipient means any entity that receives CDBG funding from the Recipient.
- 1.4** CDBG means a Community Development Block Grant received by the Recipient pursuant to Title 24 Code of Federal Regulations, Chapter V, Subchapter C, Part 570.
- 1.5** Income Report means an accounting and report prepared by the Sub-recipient setting forth the amount of Program Income generated by the Sub-recipient's activities and the method by which such Program Income was generated.

2. INCOME: Program Income includes, but is not limited to, the following:

- 2.1** Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds, including but not limited to, a pro rata share of mortgage payments, principal and interest, or lease payments received by a Sub-recipient as a result of such sale or long-term lease; such pro rata share being calculated pursuant to Section 5, below.
- 2.2** Gross income from the use or rental of real property owned by the Recipient or by a Sub-recipient that was constructed or improved with CDBG funds, less costs incidental to generation of the income.
- 2.3** Proceeds from the sale of obligations (mortgages) secured by loans made where CDBG funds were used.
- 2.4** Interest earned on program income pending its disposition.

3. DISPOSITION OF INCOME AND REPORTS: Sub-recipients shall:

- 3.1** Annually remit to Recipient Program Income received by Sub-recipient together with an Income Report on or before the tenth (10th) day of the month following the end of the program year.
- 3.2** Submit an Income Report for each quarter of the program year by the 10th day of the month following the end of the quarter.
- 3.3** Allocate each Income Report to each program year in which funding was received.
- 3.4** Allocate each Income Report to each source generating the income.
- 3.5** Continue the reporting and remittance under this Section until five (5) years from the date funds were last spent in each program year or until five (5) years after the expiration of the relevant agreement between the City and the Sub-recipient, whichever is later.

4. INCOME MORE THAN \$25,000 OR LESS THAN \$25,000:

- 4.1** Recipient shall have on file appropriate supporting documentation necessary to support the Recipient's determination of the total Program Income generated from all of the activities of the Recipient and all Sub-recipients.
- 4.2** If the annual amount of Program Income does not exceed \$25,000, the Recipient may transfer the funds to the Recipient's General Fund and use the funds as authorized by the Annual Operating Budget.
- 4.3** If the total annual amount exceeds \$25,000, then the Program Income will be handled in accordance with regulatory requirements.

5. CALCULATION OF PROGRAM INCOME:

- 5.1** The amount of Program Income resulting from a sale of property acquired using CDBG funds by a Sub-recipient is calculated by multiplying the sales price of such property by a fraction, the numerator of which is the amount of CDBG funds used to purchase such property and the denominator of which is the total contract price of such property (the "Sale Income Ratio"). In the event the Sub-recipient will receive partial or periodic payments as a result of a sale of property acquired using CDBG funds, the Program Income derived from each payment is the amount of such partial or periodic payments multiplied by the Sale Income Ratio. Once the Sale Income Ratio has been determined, it shall not change.

5.2 EXAMPLE:

Land purchase with CDBG funds	\$25,000
Contract Price	\$60,000

The Sale Income Ratio is $\$25,000 \div \$60,000 = 41.667\%$

The Sale Income Ratio is applied to all dispositions of property, including but not limited to:

- sale by the homeowner.
- foreclosure by Sub-recipient and sale to another homeowner.
- the rental or lease payments if Sub-recipient forecloses and rents or leases the property
- any profit realized from any sale of the property
- principal and interest payments received to satisfy the mortgage
- any other event that would create Program Income.

- 5.3** If the real property acquired with CDBG funds is posted for foreclosure, and a third party purchases the property, Program Income from such third-party purchase is the amount of funds in excess of the mortgage balance multiplied by the Sale Income Ratio.

- 5.4** Program Income resulting from a rental or lease of property by a Sub-recipient that was acquired using CDBG funds is calculated by multiplying the rental or lease payment of such property by a fraction, the numerator of which is the amount of CDBG funds used to purchase such property and the denominator of which is the value of such property (the "Rental Income Ratio"). In the case of personal property, the value is the total purchase price paid by Sub-recipient. In the case of real property, the value of such real property is the total of the amount of CDBG funds used to acquire the real property plus the amount of additional funds expended by a Sub-recipient for the acquisition of such real property or the construction of improvements of such real property is the total of the amount of CDBG funds used to acquire the real property plus the amount of additional funds expended by a Sub-recipient for the acquisition of such real property or the construction of improvements thereon.

6. **SUB-RECIPIENTS RETAIN INCOME:** Sub-recipients may retain Program Income provided:
- 6.1 The Program Income was generated before March 8, 2011;
 - 6.2 A report is provided to Recipient allocating the Program Income to each activity for each program year;
 - 6.3 The Program Income is used to support the activities authorized by the agreement for that program year; and
 - 6.4 Sub-recipient complies with paragraph 3 above for all income generated after March 8, 2011.

EXHIBIT "D"
MONTHLY PROGRESS REPORT

Month _____ 20 _____

Summary of Expenditures:

List of Beneficiaries:

Narrative of Accomplishments:

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:
2020-624061

Date Filed:
05/27/2020

Date Acknowledged:

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

ROUND ROCK AREA SERVING CENTER
Round Rock, 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.

000000 COVID Funding Agreement
Funding Agreement for COVID19 Utility Assistance

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 Lori Scott, and my date of birth is [REDACTED].

My address is 2511 Creek Bend Circle, Round Rock, TX, 78681, USA
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 27 day of May, 2020.
(month) (year)

Lori Scott
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with HydroPro Solutions, LLC for the purchase of Master Meter Products.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,800,000.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2020-0150

The Utilities and Environmental Services Department is requesting to enter into a contract with HydroPro Solutions, LLC (HydroPro) for meter products and support. Master Meter is the sole source manufacturer of our Advanced Metering Infrastructure (AMI) water meters, Allegro radios, and Harmony Meter Data Management software. The City currently purchases these products directly from the Master Meter manufacturing facility. However, Master Meter has started distributing their products through the HydroPro Supply House. HydroPro is the sole source distributor for Master Meter products in the Central Texas area. The products are vital to the City concerning water distribution, AMI meter reading, and Utility Billing.

The Department recommends a five-year term contract with HydroPro for a total of \$1,800,000.00. For the first three years of the contract, we will budget approximately \$400,000 per year to cover the cost of purchasing meters for new connections to the distribution system, replacing older existing meters, and purchasing AMI meters in order to replace some of the existing larger, more expensive manual-read water meters. After three years, we will be completed with the large meter change outs, so we will reduce our budget to approximately \$300,000 per year for the final two years of this contract.

Cost: \$1,800,000.00

Source of Funds: Utility Fund

RESOLUTION NO. R-2020-0150

WHEREAS, the City of Round Rock (“City”) desires to purchase certain goods, specifically Master Meter products to support the City’s utility operations, and for related goods and services; and

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

WHEREAS, Hydro Pro Solutions, LLC is the sole source provider for Master Meter products; and

WHEREAS, the City desires to enter into an Agreement with Hydro Pro Solutions, LLC to purchase Master Meter products to support the City’s utility operations, 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 Master Meter Products with Hydro Pro Solutions, LLC, 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 11th day of June, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF MASTER METER PRODUCTS
WITH
HYDRO PRO SOLUTIONS, LLC**

THE STATE OF TEXAS

CITY OF ROUND ROCK

**COUNTY OF WILLIAMSON
COUNTY OF TRAVIS**

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of Master Meter products to support the City's utility operations, 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 _____, 2020 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 **HYDRO PRO SOLUTIONS, LLC**, whose offices are located at 907 Rockmoor Drive, Georgetown, Texas 78628 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically Master Meter products to support the City's utility operations, and City desires to procure same from Vendor; and

WHEREAS, expenditures that are for procurement of items from only one source are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code; and

WHEREAS, the City has determined that Vendor is a sole source provider for these goods and services; 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/or services and Vendor is obligated to provide said goods and/or 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 and Services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means HydroPro Solutions, LLC, its successors or assigns.

2.01 EFFECTIVE DATE, TERM

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

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

C. 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 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 items described in Exhibit "A" within the contract term specified. A change in any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies and/or services 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 or services. 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 Vendor an amount not-to-exceed:

- (1) **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** for the first three (3) years of this Agreement; and
- (2) **Three Hundred Thousand and No/100 Dollars (\$300,000.00)** for the last two (2) years of this Agreement;

The total not-to-exceed amount for the term of this Agreement shall be **One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00)**.

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; 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 goods and 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 VENDORS

If Vendor cannot provide the goods and/or 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:

Brandon Rainer
Logistics Officer
Utilities and Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665
(512) 218-5570
brainer@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all insurance requirements set forth on the City's website at:
https://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 and/or services 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, indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all third party suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees, arising out of, or incident to, concerning or resulting from the negligence of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement. 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.

In no event shall either party's liability to the other party (including for breach of contract claims, breach of warranty claims, indemnity claims, or anything else) exceed the purchase price of the equipment or services and neither party shall be liable to the other party for consequential, indirect, incidental, special or punitive damages, without qualification.

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:

HydroPro Solutions, LLC
907 Rockmoor Drive
Georgetown, Texas 78628

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

HydroPro Solutions, LLC

By: Greg Broyles
Printed Name: Greg Broyles
Title: Vice President of Sales
Date Signed: May 19, 2020

Exhibit "A"



To: City of Round Rock Texas
Attn: Mr. Michael Thane
3400 Sunrise Road
Round Rock, TX. 78664

Size	Part No.	Part Description	2020 Pricing
MJ's w/Allegro UTG Registers			
5/8" x 3/4"	B12-A31-A15-0101A-1	BLMJ Meter w/Bronze Bottom w/Allegro Register	\$ 234.04
3/4" (7-1/2")	B13-A31-A15-0101A-1	BLMJ Meter w/Bronze Bottom w/Allegro Register	\$ 257.75
1"	B16-A31-A15-0101A-1	BLMJ Meter w/Bronze Bottom w/Allegro Register	\$ 305.97
1-1/2" Fig.	M21-A00-A15-0101A-1	1-1/2" & 2" MS Multi-Jet Meter w/Allegro Register	\$ 525.15
2" Fig.	M23-A00-A15-0101A-1	1-1/2" & 2" MS Multi-Jet Meter w/Allegro Register	\$ 663.75
Turbine Meters w/Allegro UTG Registers			
2"	T31-A1-A15-0101A-1	Turbine Meter w/Allegro Register	\$ 796.55
3"	T32-A1-A15-0101A-1	Turbine Meter w/Allegro Register	\$ 915.21
4"	T33-A1-A15-0101A-1	Turbine Meter w/Allegro Register	\$ 1,308.49
6"	T34-A1-A15-0101A-1	Turbine Meter w/Allegro Register	\$ 2,100.95
8"	T35-A1-A15-0101A-1	Turbine Meter w/Allegro Register	\$ 2,780.13
Allegro UTG Registers			
	199-070-02	Allegro Register Only	\$ 195.54
MJ's w/Allegro Wired Registers			
5/8" x 3/4"	B12-A31-A18-0101A-1	BLMJ Meter w/Bronze Bottom w/Wired Allegro Register	\$ 234.04
3/4" (7-1/2")	B12-A31-A18-0101A-1	BLMJ Meter w/Bronze Bottom w/Wired Allegro Register	\$ 257.75
1"	B16-A31-A18-0101A-1	BLMJ Meter w/Bronze Bottom w/Wired Allegro Register	\$ 305.97
1-1/2" Fig.	M21-A00-A18-0101A-1	1-1/2" & 2" MS Multi-Jet w/Wired Allegro Register	\$ 525.15
2" Fig.	M23-A00-A18-0101A-1	1-1/2" & 2" MS Multi-Jet w/Wired Allegro Register	\$ 663.75
Turbine Meters w/Allegro Wired Registers			
2"	T31-A1-A18-0101A-1	Turbine Meter w/Wired Allegro Register	\$ 796.55
3"	T32-A1-A18-0101A-1	Turbine Meter w/Wired Allegro Register	\$ 915.21
4"	T33-A1-A18-0101A-1	Turbine Meter w/Wired Allegro Register	\$ 1,308.49
6"	T34-A1-A18-0101A-1	Turbine Meter w/Wired Allegro Register	\$ 2,100.95
8"	T35-A1-A18-0101A-1	Turbine Meter w/Wired Allegro Register	\$ 2,780.13
Allegro Wired Registers & Antenna			
	199-070-03	Wired Allegro Register Only	\$ 195.54
	974-026-25	Pit Mount External Antenna for Allegro Wired Register	\$ 59.17
Octave Meters - SS & Floating Flanges			
Size	Part No.	Part Description	
2" x 17"	O301-M4-A10	Octave Meters Floating Flange w/Stainless Steel Body and 7" Spool Piece w/Encoder module, 5' Nicor Connector & Allegro Pit module w/Antenna	\$ 1,582.40
3" x 12"	O303-M1-A10	Octave Meter w/Stainless Steel Body w/Floating Flanges w/Encoder Module & Allegro Pit Module w/Antenna	\$ 1,820.91
4" x 14"	O304-M1-A10	Octave Meter w/Stainless Steel Body w/Floating Flanges w/Encoder Module & Allegro Pit Module w/Antenna	\$ 2,745.81
6" x 18"	O305-M1-A10	Octave Meter w/Stainless Steel Body w/Floating Flanges w/Encoder Module & Allegro Pit Module w/Antenna	\$ 4,193.79
8" x 20"	O306-D1-A10	Octave Meters - w/Stainless Steel Body and Stainless Steel Integrated Flanges w/Encoder module, 5' Nicor Connector & Allegro Pit module w/Antenna	\$ 4,615.00
Octave Accessories			
	965-010-56	Octave Encoder Module w/ 5' Nicor Cable	\$ 191.92
	199-009-82	Pit Mount Allegro RF Module, Encoder input w/Nicor Connector	\$ 199.75
	974-026-25	Pit Mount External Antenna for Allegro Wired Register	\$ 47.48

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:
2020-621087

Date Filed:
05/19/2020

Date Acknowledged:

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

HydroPro Solutions
Georgetown, 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.

000000
Automated Meter Reading 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 Grey Broyles, and my date of birth is [REDACTED].

My address is 907 Rockmoon (street), Georgetown (city), TX (state), 78624 (zip code), USA (country).

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

Executed in Williamson County, State of TEXAS, on the 19 day of MAY, 2020.
(month) (year)

Grey Broyles
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution approving the Public Transportation Agency Safety Plan.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0151

On July 19, 2018, the Federal Transit Administration (FTA) published the final rule on the Public Transportation Agency Safety Plans (PTASP) requirements. The rule took effect on July 19, 2019 and requires that all Section 5307 transit operators have an agency safety plan in place no later than July 20, 2020.

This rule also required that the Texas Department of Transportation (TxDOT) help to develop these plans on behalf of the small public transportation providers in the State. TxDOT engaged Alliance Transportation Group (ATG) to develop the PTASP plans and is also responsible for certifying that plans are compliant with federal program requirements.

Some of the specific PTASP required elements are; Safety Management System, Safety Performance Targets and Employees Reporting Program. The implementation of the Safety Plan will be ongoing and is considered a working document. Records of changes and adjustments to the plan will be kept in order to comply with local, state and federal statutes.

RESOLUTION NO. R-2020-0151

WHEREAS, in compliance with 49 CFR Part 673, the City of Round Rock (“City”) desires to approve the Round Rock Transit Public Transportation Agency Safety Plan (“Plan”), Now Therefore

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

That the Plan, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby approved by the City Council, as required by 49 CFR Part 673.

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

RESOLVED this 11th day of June, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

Round Rock Transit

Public Transportation Agency Safety Plan

Version 1

Adopted June 11, 2020

In compliance with 49 CFR Part 673

**Developed in conjunction with the
Texas Department of Transportation**

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1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. One element of the NSP is the Transit Asset Management (TAM) Plan. Public transportation agencies implemented TAM plans across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Round Rock Transit (RRT), all levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with the City of Round Rock and RRT.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, Round Rock City Council and RRT adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A).¹ While safety has always been a primary function at RRT, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

¹ Federal Register, Vol. 81, No. 24

A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Laurie Hadley, City Manager

ACCOUNTABLE EXECUTIVE SIGNATURE

DATE

Since RRT is considered a department of the City of Round Rock, the main governing body is the Round Rock City Council. Approval of this plan by the Round Rock City Council occurred on [DATE] and is documented in [RESOLUTION] from the City Council Meeting.

B. Certification of Compliance – 673.13(a)(b)

TxDOT certifies on [DATE] that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by RRT as evidenced by the plan adoption signature and necessary City Council approvals under Section 1.A of this plan.

2. TRANSIT AGENCY INFORMATION – 673.23(D)

RRT provides fixed route service with four (4) routes, through an Interlocal Agreement with Capital Metro (the operator), who is also the designated recipient for the federal 5307 funds. RRT also provides Americans with Disabilities Act (ADA) paratransit service under a full turnkey contract with Star Shuttle. Star Shuttle operates the ADA paratransit service with an accessible fleet of RRT's cutaway buses, four (4) of which are owned by Star Shuttle. In 2010, the City of Round Rock built an Intermodal Transit and Parking Facility, located at 300 West Bagdad Avenue with American Recovery and Reinvestment Act (ARRA) funds. This facility includes an indoor ticketing office, bus bays, and a 2-level parking structure.

RRT is a division of the Transportation Department of the City of Round Rock. The Transit Coordinator is responsible for overseeing all aspects of the program. The Coordinator reports to the Director of Transportation who, in turn, reports to the Assistant City Manager.

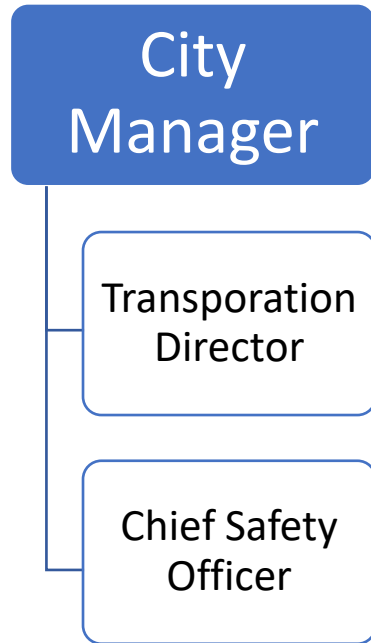
No additional transit service is provided by RRT on behalf of another transit agency or entity at the time of the development of this plan.

Table 1 contains agency information while an organizational chart for RRT is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name	Round Rock Transit
Round Rock Transit Address	3400 Sunrise Road, Round Rock, TX 78665
Name and Title of Accountable Executive 673.23(d)(1)	Laurie Hadley, City Manager
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Edna Johnson, Transit Coordinator
Key Staff	Gary Hudder, Director of Transportation
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed Route Bus & ADA Paratransit
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus & ADA Paratransit
Number of Vehicles Operated	5 Fixed Route – 4 Paratransit

FIGURE 1: ROUND ROCK TRANSIT ORGANIZATIONAL CHART



A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), RRT is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of the public transportation for the City of Round Rock, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the RRT SMS, per 673.23(d)(1).

Agency leadership and executive management are those members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO)/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the RRT SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

Key individuals and their respective responsibilities are described at length in the *Risk Management Plan* (Appendix A, Table 8 shows the document name, file name, and date of adoption). In addition, over the next year, RRT will be reviewing and modifying, if necessary, our current job descriptions to ensure the job descriptions comply with 49 CFR Part 673.

3. SAFETY POLICIES AND PROCEDURES

A. Policy Statement – 673.23(a)

Safety is RRT's first priority. RRT is committed to implementing, developing, and improving strategies, management systems, and processes to ensure that all our activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all staff their accountabilities and responsibilities for the development and operation of the SMS.

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards. We also will work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills.

We have established Safety Performance Targets (SPTs) to help us measure the overall effectiveness of our processes and ensure we meet our safety objectives. We will issue quarterly reports to the transportation department documenting how well we met our SPTs and describing the safety risk mitigations we implemented to reduce safety risk.

I. Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

All Capital Metro's fixed route buses are equipped with an OrbStar mobile data terminal. This system allows for the reporting of the following five pre-set categories of close call: pedestrian/bicycle, fixed object, vehicle, scooter, and other. When a close call event occurs, the vehicle operator presses the appropriate button, and a record is created in the OrbCAD database. This record contains the type of close call, the location and time of the incident, route number and transit vehicle number. The radio controller follows up with the vehicle operator who experienced the close call and documents the close call event, gathering further details. This information is then added to the record.

The City of Round Rock has a policy within the *Policies and Procedures Manual* called the *Employee Grievance Procedure* (Appendix A). This procedure applies to all City employees and covers complaints related to safety issues, inequitable distribution of work, and inequitable or inappropriate treatment. The procedure requires that when complaints are submitted, the complaints are first routed to the employee's immediate supervisor in writing within five working days of the incident. The immediate supervisor then has five working days to respond to the employee's grievance. If the problem is not resolved, the grievance will then be reviewed by an intermediate level supervisor. If there is not an intermediate supervisor, the complaint will move directly to the Department Director. If the grievance involves the Department Director, it will move on to the Assistant City Manager. A written response will then be given to the employee within five to seven working days, depending on which level of supervision the grievance moves to. Over the next year, RRT will review and modify, if necessary, the Employee Grievance Procedures to develop or create a new procedure specifically for the Public Transportation Department and its contractor to ensure the document complies with the ESRP requirements of 49 CFR Part 673.

In general, the RRT ESRP will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management. The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety related conditions and will describe employee behaviors that are not covered by those protections. The policy will also elaborate on how safety conditions that are reported will be reported back to the initiator(s) – either to the individual or groups of individuals or organization, dependent on the nature of the safety condition.

To bolster the information received from frontline employees, RRT will also review our current policy for how our agency receives information and safety related data from employees and customers. If necessary, RRT will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distributed agency-wide to ensure that future reporting is encouraged.

II. Communicating the Policy Throughout the Agency – 673.23(c)

RRT is committed to ensuring the safety of our clientele, personnel and operations. Part of that commitment is developing an SMS and safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and safety culture is communicating our SMP throughout the transit department.

The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing transit employees and adding the policy statement to the on-boarding material for all new transit employees. In addition, the policy statement will become part of the transit department's regular safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all transit employees know that the policy is supported by management.

B. PTASP Development and Coordination with TxDOT – 673.11(d)

This PTASP has been developed by TxDOT on behalf of Capital Area Metropolitan Planning Organization (CAMPO) and Round Rock Transit/City of Round Rock in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. TxDOT mailed a formal call for participation in a State sponsored PTASP development process to all Texas Section 5307 small bus transit agencies on January 15, 2019 and followed that call with a series of phone calls and additional correspondence. RRT provided a letter to TxDOT opting into participation on March 15, 2019 and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The RRT documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, RRT conducts a yearly safety culture survey. The survey is intended to help RRT assess how well we communicate safety and safety performance information throughout the transportation department by gauging how safety is perceived and embraced by RRT's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with RRT to gain a better understanding of the agency. This understanding was necessary to ensure that the ASP was developed to fit RRT's size, operational characteristics, and capabilities.

The draft ASP was delivered to RRT in March 2020 for review and comment. Once review was completed and any adjustments made, the final was delivered to RRT for review and adoption.

C. PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of RRT's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, RRT will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through RRT's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOPs], Policies, Manuals, etc.) that are used to fully implement all the processes used to manage safety at RRT. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the Round Rock City Council whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in Table 2. As processes are changed to fully implement SMS or new processes are developed, RRT will track those changes for use in the annual review.

TABLE 2: ASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations	→							
Review SMS Documentation <ul style="list-style-type: none"> Safety Policy; Risk Management; Safety Assurance; and Safety Promotion. 		→						
Review Previous Targets and Set or Continue Targets			→					
Report Targets to National Transit Database (NTD), TxDOT, CAMPO					→			
Make Any Necessary Adjustments to PTASP						→		
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 3: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and, as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

D. PTASP Maintenance – 673.11(a)(2)(c)

RRT will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as RRT continues to develop and refine our SMS implementation.

E. PTASP Documentation and Recordkeeping – 673.31

At all times, RRT will maintain documents that set forth our ASP, including those documents related to the implementation of RRT's SMS and those documents related to the results from SMS processes and

activities. RRT will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entity, or TxDOT. RRT will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F. Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are represented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) is required to be reported by mode as presented in Table 4.

TABLE 4: NSP SAFETY PERFORMANCE MEASURES

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents baseline numbers for each of the performance measures. RRT collected the past five (5) years of reported data to develop the rolling averages listed in the table. Fixed Route SPTs are based on numbers reported by Capital Metro.

TABLE 5: BASELINE 2019 SAFETY PERFORMANCE MEASURES

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0.00**	0.00**	**	0.35**	**	0.20**	5,500**
Demand Response	0.00	0.00	0.00	0.00	.20	0.19	68,000

*rate = total number for the year/total revenue vehicle miles traveled (per 100,000 VRM)

**Safety Performance Baseline and Targets provided by fixed route contractor as reported in their ASP and independent NTD data reporting.

While safety has always been a major component of the RRT operation, the adoption of this ASP will result in changes across all aspects of the organization. The SPTs set in Table 6 and Table 7 reflect an acknowledgment that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We will set our targets at the current NTD reported five-year average as we begin the process of fully implementing our SMS and developing our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years.

TABLE 6: FIXED ROUTE (BUS) SAFETY PERFORMANCE TARGETS

Mode	Baseline**	Target**
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	**	**
Rate of Injuries*	0.35	0.35
Safety Events	**	**
Rate of Safety Events*	0.20	0.20
Mean Distance Between Major Mechanical Failure	5,000 VRM	5,500 VRM

*rate = total number for the year/total revenue vehicle miles traveled (per 100,000 VRM)

**Safety Performance Baseline and Targets provided by fixed route contractor as reported in their ASP and independent NTD data reporting.

TABLE 7: DEMAND RESPONSE SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	0	0
Rate of Injuries*	0	0
Safety Events	0.20	0.20
Rate of Safety Events*	0.19	0.19
System Reliability	68,000	68,000
Other	N/A	N/A

**rate = total number for the year/total revenue vehicle miles traveled (per 100,000 VRM)*

As part of the annual review of the ASP, RRT will reevaluate our SPTs and determine whether the SPTs need to be refined. As more data is collected as part of the SRM process discussed later in this plan, RRT may begin developing safety performance indicators to help inform management on safety related investments.

G. Safety Performance Target Coordination – 673.15(a)(b)

RRT will make our SPTs available to TxDOT and CAMPO to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, RRT will coordinate with TxDOT and the Metropolitan Planning Organization (MPO) in the selection of State and MPO SPTs as documented in the Interagency Memorandum of Understanding (MOU).

Each year during the FTA Certifications and Assurances reporting process, RRT will transmit any updates to our SPTs to both CAMPO and TxDOT (unless those agencies specify another time in writing).

4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As previously noted, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the NSP, National Public Transportation Safety Plan, and 49 CFR Part 673, RRT is adopting SMS as the basis for directing and managing safety and risk at our agency. RRT has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components - SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



Implementing SMS at RRT will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. RRT has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, RRT will identify SMS roles and responsibilities, key stakeholder groups and key staff to support this process. RRT will also ensure that these key staff receive SMS training, develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress with the City Council and planning partners.

A. Safety Risk Management – 673.25

By adopting this ASP, RRT is establishing the SRM process presented in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the RRT SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS




The implementation of the SRM component of the SMS will be carried out over the course of the next year. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated and revised, as necessary, to ensure the SRM processes are achieving the intended safety objectives as the processes are fully incorporated into RRT's SOPs.


The SRM is focused on implementing and improving actionable strategies that RRT has undertaken to identify, assess and mitigate risk. The creation of a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.

FIGURE 4: DRAFT RISK REGISTER


Hazard	Type	Likelihood	Consequence	Resolution



What is wrong?



What could happen



What could mitigate this?

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps RRT is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I. Safety Hazard Identification – 673.25(b)

The City of Round Rock has a *Situations and Assumptions* policy in place to identify safety and operational risks based on individual assets. This assessment uses a sliding-scale system to analyze the impact of an identified hazard on public health, safety, and assets for our agency. This system also evaluates the likelihood (unlikely to highly likely) of an identified hazard. This assessment is provided in *Section IV* of the City of Round Rock’s *Emergency Management Plan* (Appendix A).

The procedures outlined in the *Emergency Management Plan* were based on the Texas Department of Public Safety’s *Local Emergency Management Planning Guide* and FEMA’s *Guide for All-Hazard Emergency Operations Planning*. Although the current procedures have been effective in achieving our safety objectives, to ensure compliance with 49 CFR Part 673, RRT is working to implement the following expanded SRM process.

The RRT SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infra-structure of a public transportation system; or, damage to the environment.

Hazard identification focuses on out-of-the-norm conditions that need special attention or immediate action, new procedures, or training to resolve a condition that is unacceptable and return conditions to an acceptable level. RRT uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, RRT ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that RRT has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors communicate the identified hazard to the CSO for entry into the risk register for risk assessment, classification and possible mitigation.
- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g. *Maintenance Items/Safety Inspections Forms* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operations and maintenance. The RRT *Risk Management Plan* contains procedures for flagging and reporting hazards as a part of day-to-day operations.
- The CSO is responsible for performing and documenting regular facility inspections and employees are asked to conduct daily informal inspections of their work areas, equipment, and tools.
- RRT uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and thus ensure that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the City's Safety/Risk Management Division to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent recurrence.
- To increase the safety knowledge of our agency, the CSO, risk management personnel and subject matter experts are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification include:
 - ESRP
 - Inspections of personnel job performance, vehicles, facilities and other data
 - Investigations of safety events
 - Safety trend analysis on data currently collected

- Training and evaluation records
- Internal safety audits
- External sources of hazard information could include:
 - FTA and other federal or state authorities
 - Reports from the public
 - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the CSO in identifying the optimal combination of departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

II. Safety Risk Assessment – 673.25(c)

RRT currently uses a *Hazard Summary Matrix* with a similar framework for assessing risks and threats with reference to security for the transportation system. This assessment matrix and procedure can be found in *Section IV* of the *Emergency Action Plan* (Appendix A) and shows specific threats, the likelihood to occur, and the impact on public health and safety and transportation assets.

As part of the new SRM process, RRT has developed methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk. The process continues the use of the Risk Register described in the previous section to address the next two components.

To accurately assess a risk, RRT may need to perform an investigation. RRT currently investigates accidents or crashes but will need to develop a full investigation procedure to inform the SRM process. The investigation procedure will start with the Assessment Form and framework found in the *Accident Investigation Procedure* (Appendix A) and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers

any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as presented in Figure 5.

FIGURE 5: SAFETY RISK ASSESSMENT STEPS IN POPULATING THE RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution

The risk assessment is conducted by the CSO and the City's Safety/Risk Management Division and supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one presented in Figure 6, that allows the safety team to visualize the assessed likelihood and severity, and to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

FIGURE 6: SAFETY RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX				
SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during

the coming years will be used to customize the matrix that RRT will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination means that management must take action to mitigate the situation. This is the point in the process when SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the CSO enters the hazard assessment into the Risk Register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III. Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the CSO and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk entirely.

FIGURE 7: RISK REGISTER MITIGATION COMPONENT

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the CSO, through the risk management team, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution's documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g. roadway construction by an

outside agency) information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the RRT SMS that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) RRT meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting RRT's critical safety objectives and contribute towards SPTs.

I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the RRT SA program, RRT collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. RRT currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, RRT will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

RRT monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with RRT SOPs through direct observation and review of information from internal reporting systems such as the *Employee Grievance Procedure*.

RRT addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including revision to training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities

may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS – 673.27(B)(2)

Supervisors are required to monitor investigation reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II. Safety Event Investigation – 673.27(B)(3)

RRT currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that RRT can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event. RRT uses the *Accident Investigation Procedure* document to identify safety and operational risks based on individual assets.

Safety Event Investigations that seek to identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary resource for the collection, measurement, analysis and assessment of information. RRT gathers a variety of information for identifying and documenting root causes of accidents and incidents, including but not limited to:

1. Determine the following when conducting an accident investigation:
 - a. What were the events taking place before the accident?
 - b. The of work being carried out and the adequacy or suitability of that system for the job
 - c. The instructions and/or training given for the work
 - d. Any variation from instructions or standard work practices and the reasons for such variation
 - e. The workplace conditions, such as lighting, floor surfaces, stair treads and handrails, warning signs, temperature and weather (if the incident occurred outside)
 - f. The exact location of the incident with sufficient detail for the spot to be readily identified by others reading the report

- g. The materials in use or being handled
 - h. The type of transport or equipment in use
 - i. Whether adequate supervision was provided
- 2. Investigate the facts of the incident itself:
 - a. The state of the system and the actions that occurred at the time
 - b. The people directly and indirectly involved
 - c. The tools, equipment, materials and fixtures directly connected
 - d. The time the accident or incident occurred
- 3. Investigate facts regarding what occurred immediately after the incident:
 - a. Any injuries or damage resulting directly from the accident
 - b. The people involved, including those rendering aid
 - c. Any problems in dealing with injuries or damage, for example faulty extinguisher, isolation switch difficult to locate
- 4. Essential factors and causes
 - a. To conduct an effective accident/incident investigation, it is essential to look for the design, environment/work process, and behavior components, such as procedures and people, rather than trying to isolate a single cause
- 5. Design components:
 - a. Poor systems design may result in exposure to hazards such as
 - i. Unguarded dangerous parts of machinery
 - ii. Ineffective safety devices
 - iii. Provision of makeshift equipment and tools
 - iv. Inadequate ventilation
- 6. Behavioral components:
 - a. Examples include misuse of safeguards, improper use of tools and equipment, disregard of cautionary notices, failure to wear personal protective equipment, horseplay and poor standards of housekeeping. Poor practices may indicate that improved communication, further training or some other action, such as supervision, are necessary.
 - b. The common practice in industrial accident/incident investigation is to look for the cause of any accident/incident. Searching for a single cause of an accident/incident is restrictive. It focuses attention on only one, or at best a very few, of the essential factors while others, which may be more easily controlled, pass unnoticed.
- 7. Establish the facts:
 - a. Who was involved
 - b. What happened and equipment involved
 - c. When did it happen
 - d. Where the location of the accident
 - e. Why did it happen
 - f. How did it happen and how can we prevent the accident from happening again

MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, our agency monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, RRT is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

C. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that RRT will implement and how safety related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

RRT provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the employee's position. In addition, regular driver safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, RRT will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and the respective staff safety related responsibilities.
- Assess the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (RRT is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.

- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety related activities for each general staff category.
- Develop expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II. Safety Communication – 673.29(b)

RRT regularly communicates safety and safety performance information throughout the transportation department that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3.A.I) or other means.

RRT will report any safety related information to the Transportation Director who will share with the City Manager at their management meetings. Any immediate safety issues will be shared immediately with the Transportation Director and City Manager. Safety performance information will be shared annually with the City Council during annual program updates. RRT will begin including safety performance information, which is then shared with staff directly. In addition, RRT posts monthly safety notices in common rooms for drivers to ensure that any safety related information is passed along that would affect the execution of the drivers' duties. RRT also sends out agencywide emails to keep all staff inform on safety updates.

RRT will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all transportation staff. To determine what information should be reported, how the information should be reported and to whom, RRT will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?

- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, RRT will review our current communications strategies and determine whether others are needed. As part of this effort, RRT has conducted, and will continue to conduct, a Safety Culture Survey to understand how safety is perceived in the workplace and what areas RRT should be addressing to fully implement a safety culture at our agency.

5. APPENDIX A

TABLE 8: PTASP SUPPORTING DOCUMENTS

File Name	Revision Date	Document Name	Document Owner
2017 Emergency Action Plan.pdf	2017	Emergency Action Plan	City of Round Rock
Accident-Investigation-Procedure-1.pdf	8/26/2016	Accident Investigation Procedure	City of Round Rock
Agency Description Location.pdf		Organization	City of Round Rock
All Maps.pdf		Round Rock Transit Service	City of Round Rock
CAMPO TIP.pdf		2017-2020 Transportation Improvement Program	CAMPO
City Drug and Alcohol Policy.pdf	Dec-18	Policies and Procedures Manual	City of Round Rock
City of Round Rock alcohol_drug_testing_policy.pdf	9/1/2014	Alcohol and Drug Testing Procedure	City of Round Rock
City of Round Rock TAM Plan.pdf	8/1/2019	Transit Asset Management Plan	City of Round Rock
City Org Chart.pdf	Oct-16	City Organization Chart	City of Round Rock
Emergency Management Basic Plan 12.18.13.pdf	12/11/2013	Emergency Management Plan	City of Round Rock
Floor Warden Handbook - (2018).pdf	5/21/2018	Floor Warden Handbook	City of Round Rock
FTA 2016 Final Triennial Review.pdf	7/20/2016	FY 2016 Triennia Review	FTA/City of Round Rock
Maintenance Plan Vehicles & Facilities.pdf	Aug-19	Maintenance Plan	City of Round Rock
New Hire Safety Checklist.docx		New Hire Safety Orientation Checklist	City of Round Rock
Policies and Procedures Manual.pdf	Dec-18	Policies and Procedures Manual 2018-2019	City of Round Rock
Property-Damage-Checklist.pdf		Property Damage Checklist	City of Round Rock
Risk Management Plan draft update.pdf		Risk Management Plan	City of Round Rock

File Name	Revision Date	Document Name	Document Owner
Round Rock Transit Plan_Final Report.pdf	Nov-15	Round Rock Transit Plan	City of Round Rock
Safety & Security Log.xlsx	11/20/2017	Transit Center Safety & Security Log	City of Round Rock
Security Plan.pdf	10/1/2008	Public Works Security Plan	City of Round Rock
Transit Asset Management Performance Measure Targets (A-90) (1).pdf		Transit Asset Management Performance Measure Targets	City of Round Rock
Transit Coordinator.pdf		Coordinator Transit	City of Round Rock

A. Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: Those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B. Additional Acronyms Used

ADA: Americans with Disabilities Act

ARRA: American Recovery and Reinvestment Act

ASP: Agency Safety Plan

CAMPO: Capital Area Metropolitan Planning Organization

City: The City of Round Rock, Texas

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

RRT: Round Rock Transit, City of Round Rock, Texas

SOP: Standard Operating Procedure

TxDOT: Texas Department of Transportation

6. APPENDIX B

A. City Council Minutes or Resolution

Place here



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the submittal of a grant application for FY 2020 Coronavirus Aid, Relief & Economic Security (CARES) Act funding from the Federal Transit Authority (FTA) for the funding of the fixed route bus system and ADA paratransit services, the purchase and installation of bus shelters, and the City's Transit Coordinator position.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Application

Department: Transportation Department

Text of Legislative File 2020-0152

Application for the FY2020 Coronavirus Aid, Relief & Economic Security (CARES) Act funding from the Federal Transit Administration (FTA). The CARES Act funding in the amount of \$2,156,247.00 has been reallocated from Capital Metropolitan Transportation Authority, the Designated Recipient for the Austin Urbanized Area.

This grant will be used to providing 100% of the operating assistance for the ADA Paratransit and Fixed Route services. This grant will also provided funding for the Transit Coordinator's position and to purchase and install 4 bus shelters. There is no local match required.

Total Grant Funds being requested is \$2,156,247.00

RESOLUTION NO. R-2020--0152

WHEREAS, the Coronavirus Aid, Relief & Economic Security Act (“CARES Act”) has grant funding available from the Federal Transit Administration (“FTA”), and

WHEREAS, grant funds from the CARES Act have been allocated by the FTA to Capital Metropolitan Transportation Authority as the Designated Recipient for Section 5307 funds for distribution to the Austin Urbanized Area, and

WHEREAS, as a Direct Recipient of Section 5307 funds, the City of Round Rock (“City”) is required to submit an application to the FTA to receive its allocated amount of funds from the Designated Recipient, and

WHEREAS, the City desires to apply for receipt of the allocated grant funds from the CARES Act to assist in funding its transit program, and

WHEREAS, the City finds it is in the best interest of the City that the City apply for the available grant funds, and

WHEREAS, the City designates the City Manager as the City’s authorized official with power to apply for the grant, including making an online application on behalf of the applicant agency, the City of Round Rock, Texas, Now Therefore

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

A. That the City Council approves submission of the grant application to the FTA for receipt of allocated funds from the CARES Act to assist the City in funding its transit program.

B. That the City Manager is designated as the authorized official apply for the grant, including making an online application, and is hereby directed to apply for CARES Act grant funding from the FTA.

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

RESOLVED this 11th day of June, 2020.

Craig Morgan, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	6631-2020-2
Temporary Application Number	6631-2020-2
Application Name	FY 2020 CARES Act Funds
Application Status	In-Progress
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	9/30/2021
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Round Rock, City of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
6631	City	CITY OF ROUND ROCK	102740792

Location Type	Address	City	State	Zip
Headquarters	221 E Main St	Round Rock	TX	78664
Physical Address	221 E Main St	Round Rock	TX	78664
Mailing Address	221 E. MAIN STREET	ROUND ROCK	TX	78664

Union Information

Union Name	NO UNION
Address 1	
Address 2	
City	
State	
Zipcode	

Contact Name	NA NA
Telephone	
Fax	
E-mail	
Website	

Part 2: Application Information

Title: FY 2020 CARES Act Funds

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
6631-2020-2	In-Progress	Grant	4/28/2020	4/28/2020	No

Application Executive Summary

The City of Round Rock is applying for \$2,156,247 in FY 2020 CARES Act funding. The project will providing funding for the operations of the commuter & fixed routes, bus shelters and the ADA paratransit service for the citizens of Round Rock, with an emphasis on access to employment centers, educational facilities and other needed community resources. The grant will also provide service to persons with disabilities as required by the Americans with Disability Act of 1990 (ADA).

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
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Edna	Johnson	Assistant Director	ejohnson@roundrocktexas.gov	(512) 671-2869
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Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$2,156,247
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$2,156,247

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
6631-2020-2-P1	646-00 (646-) JARC PROJECTS	\$1,020,000.00	\$0.00	\$1,020,000.00	0
6631-2020-2-P1	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$1,020,000.00	\$0.00	\$1,020,000.00	0
6631-2020-2-P2	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	\$1,094,000.00	\$0.00	\$1,094,000.00	0
6631-2020-2-P2	11.71.12 CAPITAL COST OF 3RD PARTY CONTRACTING	\$997,000.00	\$0.00	\$997,000.00	0
6631-2020-2-P2	11.79.00 PROJECT ADMINISTRATION	\$97,000.00	\$0.00	\$97,000.00	0
6631-2020-2-P4	140-20 (140-) STATIONS, STOPS, TERMINALS, INTERMODAL	\$42,247.00	\$0.00	\$42,247.00	3
6631-2020-2-P4	14.02.20 STATIONS, STOPS, TERMINALS, INTERMODAL	\$42,247.00	\$0.00	\$42,247.00	3

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: Fixed Route Bus Service

Project Number	Temporary Project Number	Date Created	Start Date	End Date
6631-2020-2-P1	6631-2020-2-P1	4/30/2020	3/1/2020	9/30/2021

Project Description

Project Description

This project will provide the needed funding for the fixed route bus service in the City of Round Rock. The service also provides regional connectivity with express/commuter connections to Capital Metro Transit Centers in Austin. The routes were established in August 2017 based on the recommendations in the Transit Master Plan. The ridership for these routes has seen an increase of 31% from 2018. and was up an additional 10% in 2019. However due to the Coronavirus we have seen a dramatic decrease in ridership.

Project Benefits

Project Benefits

The bus service is designed to meet the transportation needs for the residents of Round Rock, to access employment, educational facilities, medical services along with providing commuter and express service to Austin. The City of Round Rock is located approximately 20 miles north of downtown Austin.

Additional Information

Additional Information

To continue to improve mobility for persons living in Round Rock and improving regional transit between Round Rock and the City of Austin.

Location Description

City of Round Rock is located approximately 20 miles north of Austin.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
480790	Austin, TX

Congressional District Information

State	District	Representative
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Texas	17	Bill Flores
Texas	31	John R Carter

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,020,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,020,000

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
6631-2020-2-P1	646-00 (646-) JARC PROJECTS	\$1,020,000.00	\$0.00	\$1,020,000.00	0
6631-2020-2-P1	30.09.08 EMER RELIEF - OPERATING	\$1,020,000.00	\$0.00	\$1,020,000.00	0

ASSIST -
100% Fed
Share

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
JARC PROJECTS (646-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

Extended Budget Description

The funds for this ALI will support the fixed route bus service. The routes will provide employees, employers, and students a new transportation option and/or give alternatives to driving. This ALI is for the maintenance of an activity previously funded as JARC.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,020,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,020,000

Milestone Name	Est. Completion Date	Description
Start Date	3/1/2020	Project will begin.
Fixed Route Service	9/30/2021	Routes 50 and 51 offer service through lower income areas of Round Rock, major employers and higher education campuses. The routes are operated under an Interlocal Agreement with Capital Metro. Capital Metro will provide full turnkey services which includes providing the buses, drivers, maintenance, reports and data on the service. Route 52 is a reverse commute route beginning at Capital Metro's Tech Ridge Park & Ride. It operates 2 morning and 2 evening routes. The route will serve employers and the Art Institute in the

		southwest quadrant of Round Rock. In addition, it will serve the Transit Center to connect with the other Round Rock Routes. Route 980 is a commuter route directly into downtown Austin. Capital Metro will provide full turnkey services which includes providing the buses, drivers, maintenance, reports and data on the service.
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Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
JARC PROJECTS (646-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	0	\$1,020,000.00	\$1,020,000.00

Project Title: ADA Paratransit Service

Project Number	Temporary Project Number	Date Created	Start Date	End Date
6631-2020-2-P2	6631-2020-2-P2	4/30/2020	3/1/2020	9/30/2021

Project Description

The ADA Complimentary Paratransit service is provided to eligible persons who, because of a disability, are unable to use the fixed routes. The service will operate on the same dates and times as the fixed routes which are operated by Capital Metro within the City of Round Rock. The City of Round Rock does not provided the service directly but will contract with a service provider to operate under a full turnkey contract. The City of Round Rock will also offer reasonable modifications to ensure our program is accessible to individuals with disabilities.

Project Benefits

The benefits of the paratransit service is to provide transportation to persons with disabilities so that may live independently within our community.

Additional Information

None provided.

Location Description

The City of Round Rock is located approximately 20 miles north of downtown Austin.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
480790	Austin, TX

Congressional District Information

State	District	Representative
Texas	17	Bill Flores
Texas	31	John R Carter

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,094,000
Local			\$0
Local/In-Kind			\$0
State			\$0

State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,094,000

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
6631-2020-2-P2	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	\$1,094,000.00	\$0.00	\$1,094,000.00	0
6631-2020-2-P2	11.71.12 CAPITAL COST OF 3RD PARTY CONTRACTING	\$997,000.00	\$0.00	\$997,000.00	0
6631-2020-2-P2	11.79.00 PROJECT ADMINISTRATION	\$97,000.00	\$0.00	\$97,000.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.79.00 - PROJECT ADMINISTRATION				
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Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	PROJECT ADMINISTRATION	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

This budget line item will provide funding for the Transit Coordinator salary and associated benefits to administer and manage the associated grants.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$97,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$97,000

Milestone Name	Est. Completion Date	Description
Start Date	3/1/2020	Project will start.
Project Administration	9/30/2021	The Transit Coordinator will provide contract oversight for the ADA paratransit service and other operational services.

Budget Activity Line Item: 11.71.12 - CAPITAL COST OF 3RD PARTY CONTRACTING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	3RD PARTY CONTRACTS	0

Extended Budget Description

This line item will continue to provide the ADA Paratransit Services through a turnkey key contract. The contractor will provide vehicles, bus operators, fuel and other operational related expenses. The contractor will also provide for the reservation and scheduling of services for the City of Round Rock.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$997,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$997,000

Milestone Name	Est. Completion Date	Description
Start Date	3/1/2020	Project will start
ADA Paratransit Service	9/30/2021	To provide quality and efficient paratransit service to passengers according to the Americans with Disabilities Act of 1990 (ADA).

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Project Title: Bus Shelters Project

Project Number	Temporary Project Number	Date Created	Start Date	End Date
6631-2020-2-P4	6631-2020-2-P4	5/4/2020	3/1/2020	9/30/2021

Project Description

This project will provide the needed funding to purchase and install four bus shelters for the City of Round Rock fixed route service. As part of this project, the City will improve all locations to ensure ADA compliance. Bus stops are a key to increasing bus ridership as they are the front door to riding the bus, they are where transit riders wait for service. Bus stops with shelters are important drivers of bus ridership and customer satisfaction.

Project Benefits

Studies have found that stops with shelters, benches and sidewalk connections increased ridership than at stops without them. Stops with shelters also helped to decrease the demand for paratransit service within a quarter mile radius of stops with such amenities. Many elderly and persons with disabilities cannot tolerate the Texas sun and heat, which may even exacerbate their disabilities.

Additional Information

The Round Rock Transportation Department will be responsible for installing the shelters, signage, benches and trash cans. They will also be responsible for the maintenance of the shelters and will document the physical conditions at and around each stop to determine accessibility.

Location Description

The City of Round Rock is in Williamson County, encompassing a land area of 34.23 sq. miles and approximately 15 miles north of Austin. This project will concentrate on installing four shelters at the most frequently used stops which may include but not limited to, HEB plus (2 stops), Walmart Supercenter and MHMR.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
480790	Austin, TX

Congressional District Information

State	District	Representative
Texas	17	Bill Flores
Texas	31	John R Carter

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$42,247
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$42,247

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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6631-2020-2-P4	140-20 (140-)	STATIONS, STOPS, TERMINALS, INTERMODAL	\$42,247.00	\$0.00	\$42,247.00	3
6631-2020-2-P4		14.02.20 STATIONS, STOPS, TERMINALS, INTERMODAL	\$42,247.00	\$0.00	\$42,247.00	3

Project Budget Activity Line Items

Budget Activity Line Item: 14.02.20 - STATIONS, STOPS, TERMINALS, INTERMODAL

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
STATIONS, STOPS, TERMINALS, INTERMODAL (140-20)	14.02.20	STATIONS, STOPS, TERMINALS, INTERMODAL	STATIONS, STOPS, TERMINALS, INTERMODAL	3

Extended Budget Description

The proposed budget includes the purchase of the shelter and standard amenities such as benches, trash cans and route information signage. The budget also includes the construction costs and any additional site preparation, such as concrete or curb cuts. The City will review each site location to ensure connectivity and ADA accessibility and will make any needed improvements.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$42,247
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$42,247

Milestone Name	Est. Completion Date	Description
Start Date	3/1/2020	Project will start.
Solicit bids from qualified vendors	12/31/2020	The City shall solicit proposals from qualified vendors. Manufacturers, suppliers, consultants and other vendors wishing to furnish materials, equipment supplies or services to the City may register to receive bid and proposal opportunities. The City reserves the

		right to approve or disapprove all subcontractors prior to any work being performed.
Select Vendor & Start Installation	9/30/2021	Select contractor based upon the specifications contained in the solicitation, provide notice to proceed and begin installation of shelters.

Project Environmental Findings

Finding: Class II(e) – Categorical Exclusions (Cross Agency CE Options)

Class Level Description

Cross Agency CE Options as per 771.118(e) - Any action qualifying as a CE under 771.116 or 771.117 may be approved by FTA when the applicable requirements of those sections have been met. FTA may consult with FHWA or FRA to ensure the CE is applicable to the proposed action.

Categorical Exclusion Description

Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and

(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Round Rock, City of

Recipient ID: 6631

DUNS No: 102740792

Application Information

Federal Award Identification Number: 6631-2020-2

Application Name: FY 2020 CARES Act Funds

Application Start Date: N/A

Original Award End Date: 9/30/2021

Current Award End Date: N/A

Application Executive Summary: The City of Round Rock is applying for \$2,156,247 in FY 2020 CARES Act funding. The project will providing funding for the operations of the commuter & fixed routes, bus shelters and the ADA paratransit service for the citizens of Round Rock, with an emphasis on access to employment centers, educational facilities and other needed community resources. The grant will also provide service to persons with disabilities as required by the Americans with Disability Act of 1990 (ADA).

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$2,156,247.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,156,247.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,156,247.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$2,156,247
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$2,156,247

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Round Rock, City of



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution approving a Chapter 380 Economic Development Program for Hubbell Lighting, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution

Department: Administration

Text of Legislative File 2020-0153

This agenda item is to approve an Economic Development Program for Hubbell Lighting, Inc.

It requires Hubbell Lighting, Inc to lease a facility in the City, expend at least \$1,000,000 in improvements to the Facility, invest at least \$650,000 in business personal property, and create at least 50 new jobs within 3 years with an average salary of \$120,000.00 per year.

In consideration for Hubbell meeting the obligations of the agreement, an economic incentive payment (EIP) totaling \$125,000.00 will be made forty-five days from the conclusion of Year 3.

A corresponding Chapter 380 Economic Development Program Agreement is also being considered on this agenda..

RESOLUTION NO. R-2020-0153

WHEREAS, the City Council has determined that one of its priority goals is to encourage economic development within the city of Round Rock; and

WHEREAS, Hubbell Lighting, Inc. (“Hubbell”) has expressed an interest in leasing a portion of the building located in the City of Round Rock at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as “Summit II” (the “Facility”); and

WHEREAS, the Council wishes to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Hubbell will lease and improve the Facility; and

WHEREAS, Hubbell intends to add at least 50 employees within three (3) years of the occupancy of the Facility with an average salary of \$120,000; and

WHEREAS, Hubbell intends for at least 35 of those 50 jobs to be for employees new to the organization or relocations from outside of the Austin MSA; and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program (“Program”) to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has determined that the Program described in Exhibit “A” will encourage economic development within the City and will also meet the goals set forth in said §380.001, Now Therefore

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

That the City offers to Hubbell a §380.001 Program whereby the City will grant certain Economic Incentive Payments (“EIP’s”), and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

RESOLVED this 11th day of June, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

ECONOMIC DEVELOPMENT PROGRAM

The terms of the \$380,001 Economic Development Program to be offered to Hubbell Lighting, Inc. ("Hubbell") in exchange for Hubbell's lease of a portion of the building located at 710 Hesters Crossing Road, Round Rock, Texas 78681, are as generally outlined below:

1. Hubbell's intentions and obligations:
 - 1.1. Lease. Hubbell intends to lease and occupy a portion of the building located in the City of Round Rock at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as "Summit II."
 - 1.2. Investment. Hubbell intends to invest at least \$1,650,000.00 in the improvement of the Facility (including, without limitation, costs directly incurred as a result of the rehabilitation, reconstruction, repair or remodeling of the existing Facility and costs incurred for fixtures, equipment, and furniture purchased for the purpose of supporting Hubbell's business operation at the Facility).
 - 1.3. Jobs. Hubbell intends to add at least 50 employees within three (3) years of the occupancy of the Facility with an average salary of \$120,000, with at least 35 of those 50 jobs to be for employees new to the organization or relocations from outside of the Austin MSA.
 - 1.4. Compliance with regulations. Hubbell agrees that it will comply with the City's development approval processes and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and requirements.
 - 1.5. Continuous operation. Hubbell agrees that it will continuously operate the Facility for a minimum of five (5) years, except during periods of construction or reconstruction of the Facility or in the event of a casualty, condemnation or other force majeure event with respect to the Facility or a portion thereof.
2. City's obligations:
 - 2.1. Economic Incentive Payments. In consideration of Hubbell's compliance with the aforesaid intentions, the City agrees to grant Economic Incentive Payments to Hubbell in the amount of \$125,000.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Hubbell Lighting, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Administration

Text of Legislative File 2020-0154

The Agreement requires Hubbell Lighting, Inc to lease a facility in the City, expend at least \$1,000,000 in improvements to the Facility, invest at least \$650,000 in business personal property, and create at least 50 new jobs within 3 years with an average salary of \$120,000.00 per year.

In consideration for Hubbell meeting the obligations of the agreement, an economic incentive payment (EIP) totaling \$125,000.00 will be made forty-five days from the conclusion of Year 3.

The agreement will terminate on the date the EIP is made and does include claw backs, should Hubbell not fulfill their obligations.

RESOLUTION NO. R-2020-0154

WHEREAS, Hubbell Lighting, Inc. (“Hubbell”) intends to lease a portion of the building located in the City of Round Rock at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as “Summit II” (the “Facility”); and

WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby Hubbell intends to lease, improve, occupy and staff the Facility, 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 Economic Development Program Agreement with Hubbell Lighting, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 11th day of June, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this ____ day of _____, 2020, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("**City**"), and **Hubbell Lighting, Inc.**, a Connecticut Corporation, whose office is located at 701 Millennium Blvd., Greenville, South Carolina, 29607 ("**Hubbell**").

WHEREAS, the City has adopted Resolution No. _____, attached as Exhibit A ("**City Resolution**"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Hubbell in recognition of the positive economic benefits to the City through Hubbell's intention to: (i) lease a facility in the City ("**Facility**") for the operation of "Project Illuminate," a commercial lighting division of Hubbell Incorporated ("**Project**"), for a minimum of five (5) years; (ii) invest at least \$1,000,000 in real property and \$650,000 in business personal property into the Facility by the completion of Year 1 of the Project; (iii) create a minimum of thirty-five (35) new jobs by the completion of Year 3 of the Project for employees new to the organization or relocations from the outside of the Austin MSA; and (iv) maintain no less than (50) jobs total by the end of Year 3 of the Project with an average salary of \$120,000.00 per year.

WHEREAS, Hubbell's headcount in its existing Travis County, Texas facility as of August 25, 2019 (when Hubbell began its discussions with the City) was fifteen (15) employees; and

WHEREAS, Hubbell hired and/or relocated eight (8) employees from Austin following its initial discussions with the City in August 2019 (the "2019 New Hires") and the City intends to count the eight (8) 2019 New Hires as new jobs for purposes of calculating whether headcount requirements have been satisfied;

WHEREAS, Hubbell expects to hire or relocate additional employees for the Project over the next year;

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Hubbell intends to accomplish the foregoing; and

WHEREAS, the City agrees to provide performance-based Economic Incentive Payments ("**EIP's**") (as defined below);

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, and Hubbell agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code, and the City Resolution, and constitutes a valid and binding obligation of the City in the event Hubbell proceeds with the lease, improvement, occupation, and staffing of the Facility. The City acknowledges that Hubbell is acting in reliance upon the City's performance of its obligations under this Agreement in making its

decision to commit substantial resources and money to lease, improve, and occupy the Facility.

2. Definitions.

- 2.1. **"Business Personal Property"** means fixtures, equipment, artwork and furniture purchased for the purpose of supporting Hubbell's business operation as the Facility.
- 2.2. **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the City to Hubbell under the Program.
- 2.3. **"Effective Date"** is the date this Agreement is executed to be effective by the City and Hubbell.
- 2.4. **"Facility"** means approximately 15,000 square feet of office space in a building located at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as "Summit II," which will be leased by Hubbell.
- 2.5. **"Full Time Equivalent Employee" ("FTE")** means a combination of employees, each of whom individually is not a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE's shall include original hires or their replacements over time.
- 2.6. **"Program"** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.7. **"Real Property Improvements"** means costs directly incurred as a result of the rehabilitation, reconstruction, repair or remodeling of the existing Facility for the purpose of supporting Hubbell's business operation. This does not include soft costs such as financing costs, permit fees, attorneys, and similar costs.
- 2.8. **"Recapture Liability"** means the total amount of all EIP's that are paid as result of this Agreement that are subject to recapture by the City from Hubbell in the event of Hubbell's default.
- 2.9. **"Year 1"** means the calendar year following the City's issuance of a Certificate of Occupancy for the Facility.

- 3. Intention of Parties.** The City Council of Round Rock has previously determined that one of its priority goals is to encourage economic development within the City. To further these goals, the City is willing to provide EIP's to assist Hubbell in the leasing and improving of the Facility.

4. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31 of Year 5.

5. **Rights and Obligations of Hubbell.**

- 5.1. Lease. Hubbell agrees to lease the Facility.

- 5.2. Real Property Improvements. Hubbell agrees to invest at least \$1,000,000 in Real Property Improvements to the Facility (the "**Real Property Investment Threshold**") in accordance with the following schedule (the "**Real Property Investment Schedule**"): at least \$1,000,000 in Real Property Improvements to the Facility by the expiration of Year 1 (including any Real Property Improvements made prior to the date of this Agreement).

If Hubbell achieves the Real Property Investment Threshold, Hubbell agrees to provide the City with documentation that shows proof that this threshold has been satisfied, and the City shall have the right to audit Hubbell's records to verify same.

- 5.3. Business Personal Property Investment. Hubbell intends to invest at least \$650,000 in Business Personal Property for the Facility (the "**Personal Property Investment Threshold**") in accordance with the following schedule (the "**Personal Property Investment Schedule**"): at least \$650,000 in Business Personal Property for the Facility by the expiration of Year 1 (including any Business Personal Property investments made prior to the date of this Agreement).

In order to provide proof that the Personal Property Investment Threshold is being satisfied in accordance with the Personal Property Investment Schedule, on or before April 15 of Year 1, Hubbell agrees to provide the City with a copy of the rendition statement filed with the Williamson Central Appraisal District, pursuant to § 22.01 of the Texas Tax Code. The rendition statement shall indicate that the business personal property has either an estimated market value, or a historical cost when new of at least the Personal Property Investment Threshold or portion thereof Schedule.

- 5.4. Jobs.

Thirty-five of those fifty (50) jobs shall be for employees new to the organization or relocations from outside of the Austin MSA (the "Headcount Requirement"). "Jobs" shall include full-time employees and/or FTE's and shall include the 2019 New Hires.

- 5.5. Job Compliance Affidavit. On or before April 15 of Year 1, and for each calendar year thereafter of this Agreement, Hubbell agrees to provide to the City a Job Compliance Affidavit, a copy of such Job Compliance Affidavit being attached hereto as **Exhibit B**. City shall have the right, following reasonable advance notice to Hubbell, to audit Hubbell's records to verify that this obligation has been satisfied, as required to be obtained in accordance with the Personal Property Investment

- 5.6. Compliance with regulations. Hubbell agrees that it will comply with the City's development approval processes, and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and legal requirements.
- 5.7. Continuous operation. Hubbell agrees that following Hubbell's commencement of operations at the Facility, it will continuously operate the Facility during the term of this Agreement for a minimum of five (5) years from the effective date of this Agreement, except during periods of construction or reconstruction of the Facility or in the event of a casualty, condemnation or other force majeure event with respect to the Facility or a portion thereof.
- 5.8. Clawback. In the event that Hubbell fails to comply with any of the actions as described in Section 5.1 through 5.7 above (including, without limitation, any failure to comply with the Real Property Investment Schedule, the Personal Property Investment Schedule, and the Jobs Schedule), and such failure continues for a period of thirty (30) days after Hubbell's receipt of written notice of such failure from the City, Hubbell will immediately pay to the City an amount equal to, but not to exceed, the Recapture Liability.

6. Economic Incentive Payments.

- 6.1 In consideration, and subject to Hubbell's compliance with this Agreement (including Hubbell being in compliance with the Real Property Investment Schedule, the Personal Property Investment Schedule, and the Headcount Requirement), the City agrees to pay EIPs as set forth below.
- 6.2. Schedule for EIPs. City shall, subject to Hubbell's satisfaction of its obligations set forth herein within forty-five (45) days of the conclusion of Year 3, make an EIP to Hubbell in the amount of \$125,000.
- 6.3. EIP Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Hubbell. The EIPs by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The EIPs to be made to Hubbell, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City does not appropriate funds in any fiscal year for the EIP due under this Agreement, such failure shall not be considered a default under Section 7.3, and the City shall not be liable to Hubbell for such EIP, however, the City shall extend this Agreement for another year(s), until Hubbell has received all of the EIPs provided for herein. In addition, Hubbell shall have the right but not the obligation to rescind this

Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

- 6.4. EIP Recapture. In the event the City terminates this Agreement as a result of Hubbell's default that is not cured within thirty (30) days after Hubbell's receipt of written notice of such failure from the City, the City may recapture and collect from Hubbell the Recapture Liability. Hubbell shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Hubbell may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

7. Miscellaneous.

- 7.1. Mutual Assistance. The City and Hubbell will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2. Representations and Warranties. The City represents and warrants to Hubbell that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Hubbell represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 7.3. Default. If either the City or Hubbell should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party with written notice of such default and thirty (30) days' opportunity to cure, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, Hubbell shall have the right to pursue any remedy at law or in equity for the City's breach. If Hubbell remains in default after notice and opportunity to cure, City shall have the right to pursue any remedy at law or in equity for Hubbell's breach, but only up to an amount equal to the Recapture Liability.
- 7.4. Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Hubbell to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 7.5. Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Hubbell.
- 7.6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7. Assignment. Hubbell may not assign all or part of its rights and obligations to a third party without the express written consent of the City provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to a majority of its business or assets.
- 7.8. Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9. Termination. In the event Hubbell elects not to lease the Facility or install the improvements as contemplated by this Agreement, Hubbell shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10. Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Round Rock
 221 E. Main Street
 Round Rock, TX 78664
 Attn: City Manager
 Phone: (512) 218-5400
 Email: lhadley@roundrocktexas.gov

With a required copy to:

 Sheets & Crossfield
 309 E. Main Street
 Round Rock, TX 78664
 Attn: Stephan L. Sheets
 Phone: (512) 255-8877
 Email: steve@scrllaw.com

If to Hubbell:
 Hubbell, Incorporated
 40 Waterview Drive
 Shelton, CT 06484
 Attn: Legal Department

With a required copy to:
Hubbell Lighting, Inc.
701 Millennium Blvd.
Greenville, SC 29607
Attn: Legal Department

Either party may designate a different address at any time upon written notice to the other party.

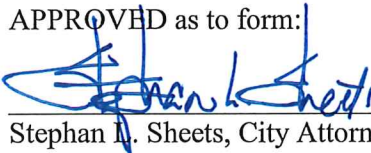
- 7.11. Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.12. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.13. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.14. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.15. Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 7.16. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the _____ day of _____, 2020.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED as to form:


Stephan M. Sheets, City Attorney

HUBBELL LIGHTING, INC

By: 
James Fisher its VP Finance

EXHIBIT "A"

RESOLUTION NO. R-_____

WHEREAS, the City Council has determined that one of its priority goals is to encourage economic development within the city of Round Rock; and

WHEREAS, Hubbell Lighting, Inc. ("Hubbell") has expressed an interest in leasing a portion of the building located in the City of Round Rock at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as "Summit II" (the "Facility"); and

WHEREAS, the Council wishes to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Hubbell will lease and improve the Facility; and

WHEREAS, Hubbell intends to add at least 50 employees within three (3) years of the occupancy of the Facility with an average salary of \$120,000; and

WHEREAS, Hubbell intends for at least 35 of those 50 jobs to be for employees new to the organization or relocations from outside of the Austin MSA; and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit "A" will encourage economic development within the City and will also meet the goals set forth in said §380.001,

NOW THEREFORE

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

That the City offers to Hubbell a §380.001 Program whereby the City will grant certain Economic Incentive Payments ("EIP's"), and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto 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 _____ day of _____, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A TO RESOLUTION
ECONOMIC DEVELOPMENT PROGRAM

The terms of the \$380,001 Economic Development Program, to be offered to Hubbell Lighting, Inc. ("Hubbell"), in exchange for Hubbell's lease of a portion of the building located at 710 Hesters Crossing Road, Round Rock, Texas 78681, are as generally outlined below:

1. Hubbell's intentions and obligations:
 - 1.1. Lease. Hubbell intends to lease and occupy a portion of the building located in the City of Round Rock at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as "Summit II."
 - 1.2. Investment. Hubbell intends to invest at least \$1,650,000.00 in the improvement of the Facility (including, without limitation, costs directly incurred as a result of the rehabilitation, reconstruction, repair or remodeling of the existing Facility and costs incurred for fixtures, equipment, and furniture purchased for the purpose of supporting Hubbell's business operation at the Facility).
 - 1.3. Jobs. Hubbell intends to add at least 50 employees within three (3) years of the occupancy of the Facility with an average salary of \$120,000, with at least 35 of those 50 jobs to be for employees new to the organization or relocations from outside of the Austin MSA.
 - 1.4. Compliance with regulations. Hubbell agrees that it will comply with the City's development approval processes and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and requirements.
 - 1.5. Continuous operation. Hubbell agrees that it will continuously operate the Facility for a minimum of five (5) years, except during periods of construction or reconstruction of the Facility or in the event of a casualty, condemnation or other force majeure event with respect to the Facility or a portion thereof.
2. City's obligations:
 - 2.1. Economic Incentive Payments. In consideration of Hubbell's compliance with the aforesaid intentions, the City agrees to grant Economic Incentive Payments to Hubbell in the amount of \$125,000.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

EXHIBIT B

JOB COMPLIANCE AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ (NAME), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OATH STATED AS FOLLOWS:

1. "MY NAME IS _____. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.
2. "I AM THE _____(TITLE) OF HUBBELL LIGHTING, INC AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.
3. "AS OF [INSERT DATE], HUBBELL INCORPORATED HAD THE FOLLOWING JOB POSITIONS:

[illegible]

EMPLOYEE ID NO.	JOB POSITION OR TITLE	ANNUAL SALARY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL JOBS _____ AVERAGE ANNUAL SALARY _____

DATED THIS ____ DAY OF _____, 20__.

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

FORM 1295

1 of 1

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Date Acknowledged: _____

Project Illuminate - establishing office for lighting controls business

☒

6. UNSWORN DECLARATION

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, and an ordinance rezoning 3.83 acres located southwest of IH35 and McNeil Road from the SF-2 (Single Family - Standard Lot) zoning district to the LI (Light Industrial) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Vicinity Map with surrounding zoning, Aerial Photo

Department: Planning and Development Services Department

Text of Legislative File 2020-0155

The rezoning request was made by the owner, AirCo Mechanical. The property will be combined with the adjoining tracts also owned by AirCo Mechanical. Access will be provided from existing driveways on the IH35 frontage road. The surrounding properties to the north and east are currently zoned as LI (Light Industrial). The LI district allows for manufacturing and assembly, office/warehouse and other related uses. AirCo Mechanical plans to use the property for an expansion of their existing business.

The Planning and Zoning Commission held a public hearing on May 6, 2020 and voted 8-0 to recommend approval of the rezoning. There were no speakers at the public hearing.

ORDINANCE NO. O-2020-0155

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 REZONE 3.83 ACRES OF LAND, OUT OF THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284 IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT SF-2 (SINGLE-FAMILY – STANDARD LOT) TO DISTRICT LI (LIGHT INDUSTRIAL); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 3.83 acres of land, out of Jacob M. Harrell Survey, Abstract No. 284, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from District SF-2 (Single-Family - Standard Lot) to District LI (Light Industrial), and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 6th day of May, 2020, 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 described in Exhibit “A” be zoned District LI (Light Industrial), and

WHEREAS, on the 11th day of June, 2020, after proper notification, the City Council held a public hearing on the requested amendment, 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 10, Article I, Section 10-2 and Article IV, Section 10-21, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, 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 amendment:

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 uses that are and would be permitted by District LI (Light Industrial); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District LI (Light Industrial).

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 LI (Light Industrial).

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 _____, 2020.

Alternative 2.

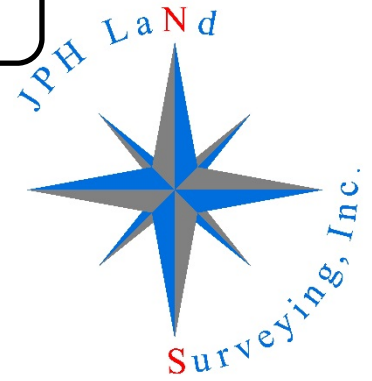
READ and APPROVED on first reading this the ____ day of _____, 2020.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



(Page 1 of 4)

DESCRIPTION

FIELD NOTES to that certain tract of land situated in the Jacob M. Harrell Survey, Abstract No. 284, City of Round Rock, Williamson County, Texas said tract being the same tract described as a 3.831 acre tract in a Special Warranty Deed with Vendor's Lien to C-A Round Rock Holdings, Inc., a Texas corporation, as recorded under Instrument Number 2018002510 of the Official Public Records of Williamson County, Texas; the subject tract is more particularly described as follows:

BEGINNING at a 1/2-inch capped rebar stamped "Chaparral Boundary" found at the southeast corner of said 3.831 acre tract, being in the west line of the 9.042 acre tract described in a Special Warranty Deed with Vendor's Lien to C-A Round Rock Holdings, Inc., a Texas corporation, as recorded under Instrument Number 2018002508 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch capped rebar stamped "Chaparral" found at an angle point in the southwest line of said 9.042 acre tract, bears SOUTH 21 degrees 24 minutes 44 seconds EAST a distance of 195.83 feet;

THENCE SOUTH 85 degrees 05 minutes 16 seconds WEST, along the south line of said 3.831 acre tract a distance of 666.46 feet to a 1/2-inch capped rebar stamped "Chaparral Boundary" found;

THENCE NORTH 21 degrees 26 minutes 05 seconds WEST, along the west line of said 3.831 acre tract a distance of 261.14 feet to a 1/2-inch capped rebar stamped "Chaparral Boundary" found at the southwest corner of a 5.474 acre tract described in a Special Warranty Deed with Vendor's Lien to C-A Round Rock Holdings, Inc., a Texas corporation, as recorded under Instrument Number 2018002512 of the Official Public Records of Williamson County, Texas;

THENCE NORTH 85 degrees 05 minutes 16 seconds EAST, along the common line of said 3.831 acre tract and said 5.474 acre tract, a distance of 666.65 feet to the west line of said 9.042 acre tract;

Dallas-Fort Worth

785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Austin

1516 E. Palm Valley Blvd., A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

Abilene

500 Chestnut Street, Suite 702
Abilene, Texas 79602
(325)672-7420
Firm #10193867

(Page 2 of 4)

THENCE along the common line of said 3.831 acre tract and said 9.042 tract, the following bearings and distances:

1. SOUTH 19 degrees 11 minutes 33 seconds EAST, a distance of 1.91 feet;
2. SOUTH 21 degrees 24 minutes 44 seconds EAST, a distance of 259.18 feet returning to the **POINT OF BEGINNING** and containing 3.83 acres ($\pm 166,868$ square feet).

Bearings are based on Grid North, Texas Coordinate System of 1983, Central Zone (4203).

Distances shown hereon are surface values represented in U.S. survey feet based on a grid-to-surface combined adjustment factor of 1.000111 and scaled from an origin point of grid coordinates: N:10155295.76, E:3131506.20.

Cole Strevey
Registered Professional
Land Surveyor No. 6731
cole@jphls.com
March 19, 2020
2019.200.012 - Zoning Exhibit



Dallas-Fort Worth

785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Austin

1516 E. Palm Valley Blvd., A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

Abilene

500 Chestnut Street, Suite 702
Abilene, Texas 79602
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Cole Strevey
Registered Professional
Land Surveyor No. 6731
cole@jphls.com
March 19, 2020



JPH Job No.
2019.200.012 AirCo, 1000 S IH 35, Round Rock, Williamson Co,
Tx-ZONING EXHIBIT.dwg
© 2020 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
DFW | Austin | Abilene

VICINITY MAP

NOT TO SCALE

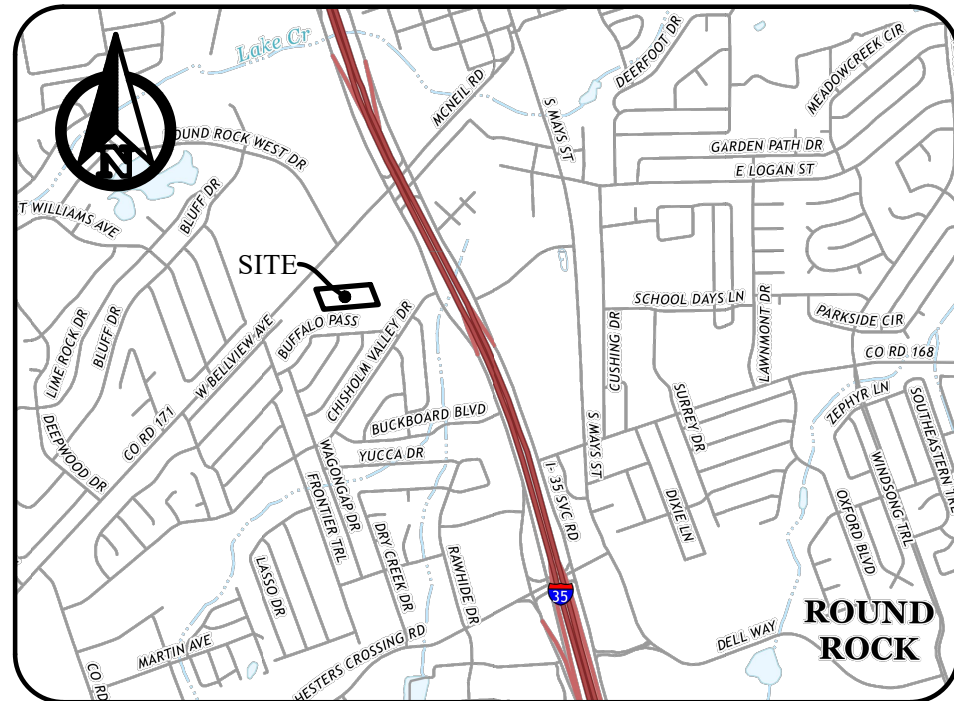




EXHIBIT SHOWING
3.83 ACRES

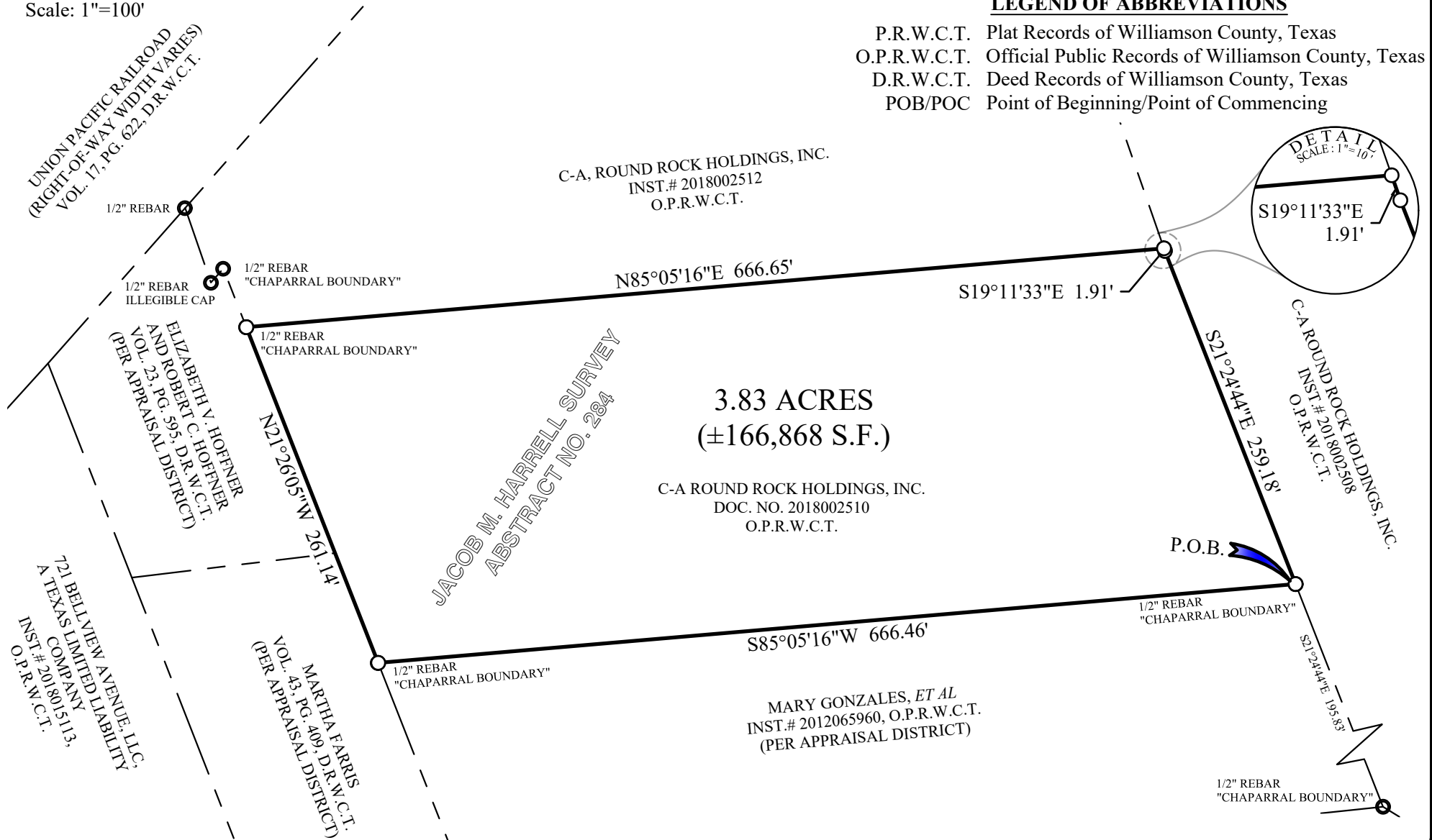
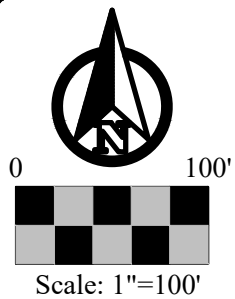
SITUATED IN THE
JACOB M. HARRELL SURVEY
ABSTRACT NO. 284
CITY OF ROUND ROCK
WILLIAMSON COUNTY, TEXAS

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTIONMONUMENTS / BEARING BASIS

- CRS  1/2" rebar stamped "JPH Land Surveying" set
 Calculated point (not found or set unless noted)
Monuments are found as noted.
 Bearings are based on Grid North, Texas Coordinate System of 1983, Central Zone

LEGEND OF ABBREVIATIONS

- P.R.W.C.T. Plat Records of Williamson County, Texas
 O.P.R.W.C.T. Official Public Records of Williamson County, Texas
 D.R.W.C.T. Deed Records of Williamson County, Texas
 POB/POC Point of Beginning/Point of Commencing





ROUND ROCK WEST DR

C-1

LI

MF-2

MCNEIL RD

LI

C-1

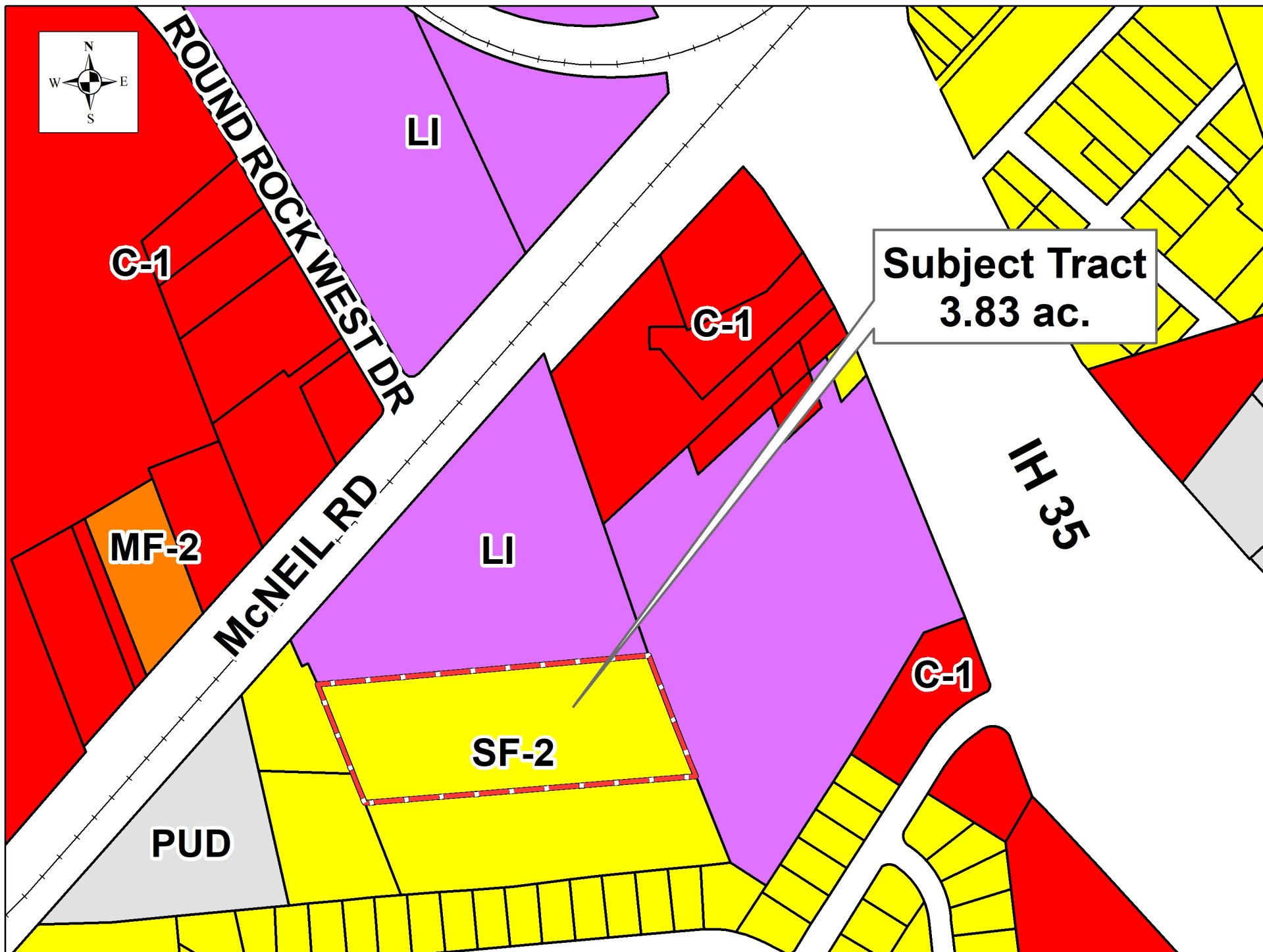
Subject Tract
3.83 ac.

IH 35

C-1

SF-2

PUD





ROUND ROCK WEST DR
MCNEIL RD

**Subject Tract
3.83 ac.**

IH 35



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article IV, Section 2-48, Code of Ordinances (2018 Edition), regarding the addition of Research and Development to the Employment and Industrial districts. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance (Redline)

Department: Planning and Development Services Department

Text of Legislative File 2020-0156

Since the Zoning and Development Code was published on October 1, 2018, staff has identified changes which are intended to improve specific sections or to correct errors. This ordinance amendment is to correct an oversight. 'Research and Development' is currently a defined term in the code, but it is not listed as a permitted use in any zoning district. Typical research and development uses include: biotechnology, pharmaceuticals, medical instrumentation or supplies, communication and information technology, electronics and information technology, electronics and instrumentation, and computer hardware and software. Manufacturing and processing of goods for sale is not allowed. This amendment allows research and development as a permitted use in the OF-1 (General Office), OF-2 (Mid-Rise Office), BP (Business Park), LI (Light Industrial) and I (Industrial) zoning districts.

The Planning and Zoning Commission held a public hearing on May 6, 2020 and voted 8-0 to recommend approval of the amendment. There were no speakers at the public hearing.

ORDINANCE NO. O-2020-0156

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE IV, SECTION 2-48 REGARDING RESEARCH AND DEVELOPMENT; CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

TEXAS:

I.

That Chapter 2, Article IV, Section 2-48 of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

Sec. 2-48. - Permitted Uses in the Employment and Industrial Districts.

Summary use table by employment and industrial zoning district

Use	Zoning District						
	OF-1	OF-2	BP	LI	I	MI	Supplementary Use Standard
P = Permitted P/S = Permitted with supplementary use standards SE = Special Exception needed - = Prohibited							
<i>Residential Uses</i>							
Accessory Dwelling Unit	P/S	-	-	-	-	-	2-91(a)
<i>Public and Civic Uses</i>							
Amenity Center	-	-	P/S	-	-	-	2-91(b)
Colleges and Universities	-	P	P	-	-	-	

Community/Government Services	P/S	P					2-91(k)
Day Care	P/S	P/S	P	-	-	-	2-91(l)
Day Care Facilities over 10,000 sq. ft. with frontage on a designated arterial roadway	SE	-	P	-	-	-	
Monopole	-	-	-	P/S	P/S	-	2-91(qq)
Park, Community	P	P	P	P	P	P	
Park, Linear/Linkage	P	P	P	P	P	P	
Park, Neighborhood	P	P	P	P	P	P	
Public Safety Facility	P	P	P	P	P	P	
Schools: Business or Trade	-	P	P	-	-	-	
Self-Enclosed Monopole	-	P/S	P/S	P/S	P/S	-	2-91(qq)
Utility, Minor	P/S	P/S	P/S	P/S	P/S	P/S	2-91(mm)
Utility, Intermediate	P/S	P/S	P/S	P/S	P/S	P/S	2-91(mm)
Utility, Major	-	-	-	P/S	P/S	-	2-91(mm)
WTF, Attached	P/S	P/S	P/S	P/S	P/S	P/S	2-91(qq)
WTF, Stealth	P/S	P/S	P/S	P/S	P/S	P/S	2-91(qq)
<i>Commercial Uses</i>							
Activity Centers, Children's	-	-	-	SE	-	-	
Auto Body and Painting Shops	-	-	-	P/S	P/S	-	2-91(e)
Auto Sales, Rental, or Leasing Facilities	-	-	P/S	-	-	-	2-91(f)
Call Center	-	P	P	-	-	-	

Carwash	-	-	-	P/S	P/S	-	2-91(i)
Cosmetic Services	P	P/S	-	-	-	-	2-91(ee)
Heavy Equipment and Large Vehicle Sales and Leasing	-	-	-	-	P	-	
Large Vehicle and Equipment Repair	-	-	-	-	P/S	-	2-91(e)
Office	P	P	P	P	P	-	
Office, Medical	P/S	P/S	P/S	-	-	-	2-91(v)
Office/Warehouse	-	-	-	P	P	-	
Outdoor Shooting and Archery Ranges	-	-	-	P/S	P/S	-	Chapter 6, Article IV
Parking, Commercial	-	P/S	P/S	P	P	-	2-91(j)
<u>Research and Development</u>	<u>P/S</u>	<u>P/S</u>	<u>P/S</u>	<u>P/S</u>	<u>P/S</u>		<u>2-91(bb)</u>
Residential to Office Conversion	P/S	-	-	-	-	-	2-91(cc)
Restaurant/Bar	-	P/S	P/S	-	-	-	2-91(dd)
Retail Sales and Services consisting of predominantly outdoor storage or consumer loading areas	-	-	-	P	P	-	
Retail Sales and Services	-	P/S	P/S	-	-	-	2-91(ee)
Self-Service Storage	-	-	-	P/S	P/S	-	2-91(gg)
Shooting and Archery Ranges	-	-	-	SE	SE	SE	
Small-Scale Alcohol Production	-	-	P/S	P	P		2-91(ii)
Sports Training Facilities/Specialty Gyms	-	-	-	SE	-	-	
Urgent Care Facility	P/S	-	-	-	-	-	2-91(ll)

Vehicle Storage and Towing	-	-	-	-	P	-	
Veterinary Clinics, Livestock	-	-	-	P/S	-	-	2-91(nn)
Veterinary Clinics, Small Animals	P/S	-	-	P	-	-	2-91(oo)
<i>Industrial Uses</i>							
Light Industrial Services, Manufacturing, and Assembly	-	-	P/S	P	P	-	2-91(s)
Mineral Extraction	-	-	-	-	-	P	
Warehouse and Freight Movement	-	-	-	P	P	-	
Waste-Related Services	-	-	-	P/S	-	-	2-91(qq)
Wholesale Trade	-	-	P	P	P	-	

II.

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

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

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

1 Alternative 1.

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

5 **READ, PASSED, and ADOPTED** on first reading this ____ day of
6 _____, 2020.

7 Alternative 2.

8 **READ and APPROVED** on first reading this the ____ day of
9 _____, 2020.

10 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
11 _____, 2020.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article VI, Section 2-77 and Article VIII, Section 2-91, Code of Ordinances (2018 Edition), regarding the addition of Veterinary Clinics to the Mixed Use and PUD Districts. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance (Redline)

Department: Planning and Development Services Department

Text of Legislative File 2020-0157

Since the Zoning and Development Code was published on October 1, 2018, staff has identified changes which are intended to improve specific sections or to correct errors. This ordinance removes the regulation of veterinary clinics as a sub-set of the retail sales and service use category and instead lists them as a separate use in the appropriate zoning districts. Veterinary clinics for small animals is allowed in the MU-2 (Mixed-Use - Downtown Medium Density) and the MU-R (Mixed-Use - Redevelopment and Small Lot) zoning districts.

The Planning and Zoning Commission held a public hearing on May 6, 2020 and voted 8-0 to recommend approval of the amendment. There were no speakers at the public hearing.

ORDINANCE NO. O-2020-0157

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE VI, SECTION 2-77 AND ARTICLE VIII, SECTION 2-91 REGARDING VETERINARY CLINICS; CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 2, Article VI, Section 2-77 of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

Sec. 2-77. Permitted Uses in the Mixed-Use and PUD Districts.

Summary use table by mixed-use and PUD zoning district

Use	Zoning District					
	MU-1	MU-2	MU-L	MU-R	MU-G ⁽¹⁾	Supplementary Use Standard
P = Permitted P/S = Permitted with supplementary use standards needed SE = Special Exception needed - = Prohibited						
<i>Residential Uses</i>						
Accessory Dwelling Unit/Carriage House	-	P	P/S	P		2-91(a)
Apartment	-	P	-	-		
Courtyard Building	-	P	-	-		
Multifamily House	-	P	-	-		

Single-family, Attached	-	P	-	-		
Single-family, Detached	P/S	P/S	P	-		2-91(hh)
Townhouse	-	P	-	-		
Upper-Story Residential	P/S	P/S	-	P/S		2-91(kk)
Villa	-	P	-	-		
<i>Public and Civic Uses</i>						
Community/Government Service	-	-	-	P/S		2-91(k)
Day Care	-	SE	-	SE		
Park, Community	-	P	P	P		
Park, Linear/Linkage	P	P	P	P		
Park, Neighborhood	P	P	P	P		
Passenger Terminal	SE	SE	-	SE		
Place of Worship	P	P	P	P		
Public Safety Facility	P	P	P	P		
Utility, Minor	P/S	P/S	P/S	P/S		2-91(mm)
Utility, Intermediate	P/S	P/S	P/S	P/S		2-91(mm)
WTF, Stealth	P/S	P/S	P/S	P/S		2-91(qq)
<i>Commercial Uses</i>						
Bed and Breakfast	-	P	P	P		
Cosmetic Services	P	P	-	P		

Event Center	P	SE	-	SE		
Hotel/Motel/Lodging	P/S	P/S	-	P		2-91(q)
Indoor Entertainment Activities	P/S	P/S	-	P/S		2-91(r)
Live/Work Units	P/S	P/S	P/S	P/S		2-91(t)
Office	P/S	P	P	P		2-91(u)
Office, Medical	P/S	P/S	-	P/S		2-91(v)
Outdoor Entertainment	P	SE	-	SE		
Restaurant/Bar	P/S	P/S	-	P/S		2-91(dd)
Restaurants with Outdoor Cooking Areas	P	SE	-	SE		
Retail Sales and Services	P/S	P/S	P/S	P/S		2-91(ee)
<u>Veterinary clinics, small animals</u>		<u>P/S</u>		<u>P/S</u>		<u>2-91(oo)</u>

(1) All uses are permitted in the MU-G district except for those listed in Sec. 2-4 and Sec. 2-75.

II.

That Chapter 2, Article VIII, Section 2-91(ee)(6)(d) of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

Sec. 2-91. Supplementary use standards.

(ee) *Retail sales and services.*

(6) *MU-1, MU-2, and MU-R districts.* Retail sales and services in the MU-1, MU-2, and MU-R districts are subject to the following standards:

- a. Animal boarding; attached wireless transmission facilities; art and craft studios with welding or heavy machinery; auto parts sales; auto repair and body shops; auto sales, rental, and leasing facilities; boat sales; camper sales; campgrounds; car washes; donation centers; flea markets; gasoline and fuel sales; heavy equipment sales; machinery repair and services; manufactured home sales; mini-warehouses; monopoles; mortuaries; pawn shops; portable

1 building sales; recycling centers; self-enclosed monopolies; self-service storage; sexually
2 oriented businesses; shooting/archery ranges; taxidermists; wholesale nurseries; and
3 wrecking yards are prohibited.

4 b. Tattoo and/or piercing shops shall be prohibited within a 500-foot radius of an existing tattoo
5 and piercing shop, as measured from property line to property line.

6 c. Gun and/or firearm shops shall be prohibited within a 500-foot radius of an existing gun
7 and/or firearm shop, as measured from property line to property line.

8 d. ~~Veterinary clinics and a~~Animal grooming shops are prohibited in MU-1, but permitted in MU-
9 2 and MU-R.

10
11 **III.**

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

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

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

22 Alternative 1.

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

26 **READ, PASSED, and ADOPTED** on first reading this ____ day of
27 _____, 2020.

1 Alternative 2.

2 **READ** and **APPROVED** on first reading this the _____ day of
3 _____, 2020.

4 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
5 _____, 2020.

6
7
8 _____
9 CRAIG MORGAN, Mayor
10 City of Round Rock, Texas

11 ATTEST:

12
13 _____
14 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 1, Article III, Section 1-50; Chapter 2, Article II, Sections 2-20, 2-22 and 2-23; Chapter 2, Article VI, Sections 2-71, 2-72, 2-73, 2-74 and 2-75; and Chapter 8, Article IV, Section 8-35; and Chapter 8, Article VIII, Section 8-65 Code of Ordinances (2018 Edition), regarding view fencing. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance (Redline)

Department: Planning and Development Services Department

Text of Legislative File 2020-0158

Since the Zoning and Development Code was published on October 1, 2018, staff has identified changes which are intended to improve specific sections or to correct errors. The code regulates lot fences and describes several fencing types. Because of the desire to specify fencing that does not obstruct views, this amendment adds the term 'view fencing' and requires it when a lot abuts a hike and bike trail, park or open space. The ordinance also replaces use of the term 'wrought iron' fencing with 'view fencing'. The definition of 'view fencing' includes 'wrought iron', so this term is no longer necessary.

The Planning and Zoning Commission held a public hearing on May 6, 2020 and voted 8-0 to recommend approval of the amendment. There were no speakers at the public hearing.

ORDINANCE NO. O-2020-0158

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 1, ARTICLE III, SECTION 1-50, CHAPTER 2, ARTICLE II, SECTIONS 2-20, 2-22, AND 2-23 AND ARTICLE VI, SECTIONS 2-71, 2-72, 2-73, 2-74, AND 2-75, CHAPTER 8, ARTICLE IV, SECTION 8-35 AND ARTICLE VIII, SECTION 8-65, REGARDING VIEW FENCING; CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Zoning and Development Code, Chapter 1, Article III, Section 1-50, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended by adding the following definition:

CHAPTER 1. INTRODUCTORY PROVISIONS

Sec. 1-50. - Definitions.

The purpose of this section is to define words, terms and phrases contained within this code, unless otherwise specifically defined elsewhere herein. Definitions for words not defined below may be defined elsewhere in the City of Round Rock Code of Ordinances or found in Webster's Dictionary of the English language, unabridged, subject to interpretation by the PDS director.

Fence	A construction, not considered a structure, which is designed for screening or enclosing.
Fence, lot	A construction, not considered a structure, which is designed for enclosing a lot.
<u>Fence, view</u>	<u>Any fence that is made of, or imitates, a cast iron or wrought iron fence, including decorative metal, constructed in such a way that the surface area of the fence does not obstruct a view through the fence from a position perpendicular to the fence.</u>

1 II.

2 That Zoning and Development Code, Chapter 2, Article II, Section 2-20(d)(2),
3 Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as
4 follows:

5 CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

6
7 Sec. 2-20. - TH (Townhouse) district.

8
9 (d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code,
10 the following regulations apply to the TH district:

- 11 (2) *Fences.* Lot fences shall be constructed of the following materials: brick, natural stone,
12 simulated stone, architectural CMU, or wrought iron. A brick, natural stone, simulated stone, or
13 architectural CMU fence shall be installed abutting single-family or two-family uses. ~~Wrought~~
14 ~~iron or an equivalent view fencing material~~ shall be installed where abutting a park, trail, or
15 open space, in accordance with Section 8-35.

16
17 III.

18 That Zoning and Development Code, Chapter 2, Article II, Section 2-22(d)(7),
19 Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as
20 follows:

21 CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

22
23 Sec. 2-22. - MF-1 (Multifamily - Low Density) district.

24
25 (d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code,
26 the following regulations apply to the MF-1 district:

- 27 (7) *Lot fencing.* A ~~wrought iron or equivalent view~~ fence in the front street yard shall be permitted to
28 reach a height of six (6) feet.

29
30 IV.

31 That Zoning and Development Code, Chapter 2, Article II, Section 2-23(d)(6),
32 Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as
33 follows:

34 CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

35
36 Sec. 2-23. - MF-2 (Multifamily - Medium Density) district.

(d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code, the following regulations apply to the MF-2 district:

- (6) *Lot fencing.* A ~~wrought iron or equivalent view~~ fence in the front street yard shall be permitted to reach a height of six (6) feet.

V.

That Zoning and Development Code, Chapter 2, Article VI, Section 2-71(d)(4)(a) and (b), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

Sec. 2-71. - MU-1 (Mixed-Use Historic Commercial Core) district.

(d) *Supplementary development standards.* In addition to the applicable standards found in Chapter 8 of this code, the following regulations apply to the MU-1 district:

- (4) *Fencing design standards.* The following standards apply to fencing in the MU-1 district, in addition to the applicable portions of Sec. 8-35:

- a. Lot fences shall be constructed of the following materials: brick, natural stone, simulated stone, or ~~wrought iron shall be view fencing~~. Other decorative masonry materials or ~~wrought iron-view fencing~~ equivalents may be approved by the zoning administrator. Single-family uses may install new wood fencing or replace existing wood fencing with the same or similar material in accordance with subsection (d)(4)e, below.
- b. A ~~wrought iron or equivalent view~~ fence in the street yard shall be permitted to reach a height of six (6) feet.
- c. Opaque fencing shall be permitted in the street yard for the purpose of screening service areas containing supplies, equipment and restrooms, subject to the approval of the zoning administrator.
- d. Fences in all other yards shall not exceed six (6) feet.
- e. All fences shall provide a finished face to the exterior of the property.
- f. Decorative fencing around patios and decks may be of a material other than one specified above, but shall be approved by the zoning administrator. Galvanized steel or similar welded wire materials shall be no smaller than 14-gauge, and shall be framed on all sides with wood or metal rails and posts.

VI.

That Zoning and Development Code, Chapter 2, Article VI, Section 2-72(d)(4)(a) and (d), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

1 **CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS**

2
3 Sec. 2-72. - MU-2 (Mixed-Use Downtown Medium Density) district.

4
5 (d) *Supplementary development standards.* In addition to the applicable standards found in Chapter 8
6 of this code, the following regulations apply to the MU-2 district:

7 (4) *Lot fencing design standards.* The following standards apply to fencing in the MU-2 district, in
8 addition to the applicable standards of Sec. 8-35:

- 9 a. Fences shall be constructed of the following materials: brick, natural stone, simulated
10 stone, or ~~wrought-iron shall be view fencing~~. Other decorative masonry materials,
11 reinforced concrete, or ~~wrought-iron-view fencing~~ equivalents may be approved by the
12 zoning administrator. Wood fencing may be permitted if deemed appropriate by the zoning
13 administrator based on the architecture and exterior materials of the principal building.
14 Single-family uses may install new wood fencing or replace existing wood fencing with the
15 same or a similar material and in accordance with subsection (d)(4)b, below.
- 16 b. All fences shall provide a finished face to abutting single-family or townhouse uses.
- 17 c. Fences outside the street yard may be eight (8) feet in height to accommodate
18 topographical changes, as approved by the zoning administrator.
- 19 d. ~~A wrought-iron or similar transparent fence~~ View fencing in the street yard shall be
20 permitted to reach a height of six (6) feet.
- 21 e. Fences shall be eight (8) feet in height where outdoor rear or side dining or patio areas
22 associated with eating establishments and indoor entertainment uses share a common lot
23 line with a residential use, except for multi-story apartments and upper story residential.
- 24 f. Decorative street yard fencing of a material other than one specified above may be
25 approved by the zoning administrator, except that chain link fencing is prohibited.
- 26 g. Opaque fencing of a maximum of six (6) feet in height shall be permitted in the street yard
27 for the purpose of screening service areas containing supplies, equipment and restrooms,
28 subject to the approval of the zoning administrator.

29
30 **VII.**

31 That Zoning and Development Code, Chapter 2, Article VI, Section 2-73(d)(3),
32 Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as
33 follows:

34 **CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS**

35
36 Sec. 2-73. - MU-L (Mixed-Use Limited) district.

37
38 (d) *Supplementary development standards.* In addition to the applicable standards found in Chapter 8
39 of this code, the following regulations apply to the MU-L district:

40 (3) *Lot fencing standards.*

- 41 a. The following design standards apply to fencing in the MU-L district, in addition to the
42 applicable portions of Sec. 8-35:

1. Fences shall be constructed of the following materials: brick, natural stone, simulated stone, ~~wrought iron, or wood~~, or shall be view fencing. Other decorative masonry materials, reinforced concrete, or ~~wrought iron-view fencing~~ equivalents may be approved by the zoning administrator.
 2. ~~A wrought iron or equivalent fence~~ View fencing in the street yard shall be permitted to reach a height of six (6) feet.
 3. Fences in all other yards shall not exceed six (6) feet, except that fences may be eight (8) feet in height to accommodate topographical changes, as approved by the zoning administrator.
- b. All nonresidential uses shall be required to install and maintain a fence constructed of masonry materials such as brick, natural stone, simulated stone, decorative reinforced concrete, or other equivalent material approved by the zoning administrator, a minimum of six feet in height, along every property line which is adjacent to a residential use, except when a view fence is required in accordance with Section 8-35. The zoning administrator may waive the requirement based upon a finding of any of the following:
1. The zoning administrator determines that due to the site plan layout and/or existing conditions, potential impacts will be negligible;
 2. The zoning administrator receives a letter from the adjacent residential property owner(s) requesting that the fence not be installed; or
 3. The zoning administrator determines that existing and/or proposed vegetation will serve as an adequate screen.

VIII.

That Zoning and Development Code, Chapter 2, Article VI, Section 2-74(d)(4), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

Sec. 2-74. - MU-R (Mixed-Use Redevelopment and Small Lot) district.

(d) *Supplementary development standards.* In addition to the applicable standards found in Chapter 8 of this Code, the following regulations apply to the MU-R district:

(4) *Lot fencing design standards.*

- a. The following standards apply to all lot fencing in the MU-R district, in addition to the applicable standards found in Sec. 8-35:
 1. Fences shall be constructed of brick, natural stone, simulated stone, or ~~wrought iron~~ shall be view fencing. Other decorative masonry materials, reinforced concrete, or ~~wrought iron-view fencing~~ equivalents may be approved by the Zoning Administrator.
 2. Fence posts shall be constructed of rust-resistant metal parts, concrete-based masonry or concrete pillars of sound structural integrity.
 3. Fence posts and fence panels shall be capped.
 4. All fences shall provide a finished face to abutting single-family or townhouse uses.

(a) *Standards.* All lot fencing shall comply with the following standards unless otherwise stated within a specific zoning district, in which case the standard within the zoning district shall apply:

(1) *General standards.*

- a. All fences shall provide a finished face to abutting public rights-of-way.
- b. Fences for nonresidential uses shall provide a finished face to abutting single-family, two-family or townhouse uses.
- c. Fences shall not conflict with sight visibility triangles at street intersections or obstruct views from adjacent driveways.
- d. Fence posts for all new fences shall be constructed of rust-resistant metal parts, concrete based masonry, or concrete pillars of sound structural integrity.
- e. Fence posts and fence panels for non-wood fences shall be capped.

(2) *Maximum height.*

- a. Front street yard, non-~~wrought iron~~ view fence (residential uses): three (3) feet.
- b. Front street yard, ~~wrought iron~~ view fence (residential uses): six (6) feet.
- c. All street yards, non-~~wrought iron~~ view fence (nonresidential uses): three (3) feet.
- d. All street yards, ~~wrought iron~~ view fence (nonresidential uses): six (6) feet.
- e. All other yards (all non-industrial uses): eight (8) feet.
- f. All other yards (light industrial and industrial uses): 10 feet.

(3) Except where an opaque wall is required in Section 8-65, view fencing shall be required when the property abuts any one of:

- a. Hike and bike trail corridor from the City of Round Rock Trail Master Plan;
- b. Private hike and bike trail;
- c. Public park;
- d. Private park; or a
- e. Private open space amenity.

XI.

That Zoning and Development Code, Chapter 8, Article VIII, Section 8-65(c)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 8. ZONING AND DEVELOPMENT STANDARDS

Sec. 8-65. - Outdoor storage and display.

(c) *Categories of outdoor storage and display.*

(1) *Outdoor display.*

- a. Outdoor display is display of items actively for sale.

- 1 b. Outdoor display shall be allowed adjacent to a principal building wall and, except as
2 provided in this subsection, extend to a distance no greater than 10 feet from the wall.
3 Such display is prohibited to block windows, entrances or exits, and shall not impair the
4 ability of pedestrians to use the sidewalks.
- 5 c. Outdoor display located more than 10 feet from the wall of a principal building shall be
6 fenced in by a masonry, ~~wrought iron-view~~ fencing or similar material fence/wall. The
7 location and fencing of such a display shall be approved by the PDS director.
- 8 d. Outdoor display in the OS district shall only be permitted in metropolitan and regional
9 parks.
- 10 e. Outdoor display in the downtown development area and in the MU-1 and MU-2 districts
11 may be permitted in limited quantities provided it does not impede pedestrian traffic.
- 12 f. Outdoor display in the LI district shall be limited to plants and landscape materials for sale
13 at nurseries and similar landscaping supply establishments.

14
15 **XII.**

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

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

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

26 Alternative 1.

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

30 **READ, PASSED, and ADOPTED** on first reading this ____ day of
31 _____, 2020.

1 Alternative 2.

2 **READ** and **APPROVED** on first reading this the _____ day of
3 _____, 2020.

4 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
5 _____, 2020.

6
7
8
9
10 _____
11 CRAIG MORGAN, Mayor
12 City of Round Rock, Texas
13

14 ATTEST:

15
16 _____
17 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider an ordinance amending Chapter 42, Section 42-313 Code of Ordinances (2018 Edition), regarding parking regulations for the display and storage of rental vehicles. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance (Redline)

Department: Planning and Development Services Department

Text of Legislative File 2020-0159

The Code prevents the parking of vehicles on the street for the purpose of displaying them for sale or for washing or repairing them, except in case of emergency. It does not prohibit the storage of vehicles for rental or leasing. This amendment is in response to a vehicle rental and leasing business which has been parking cars on Texas Avenue, Commerce Boulevard and Enterprise Drive for the purpose of storing them for extended periods of time. This is causing issues with traffic safety and access to businesses located on those roadways.

ORDINANCE NO. O-2020-0159

AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-313, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK TEXAS, REGARDING PARKING REGULATIONS FOR THE DISPLAY AND STORAGE OF RENTAL VEHICLES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 42, Article II, Division 11, Section 42-313 of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to add subsections (a) and (b) and read as follows:

CHAPTER 42 – TRAFFIC AND VEHICLES.

Sec. 42-313. - Parking on street for sale, rental, washing, or repairing.

No person or business shall park a vehicle upon any roadway for the principal purpose of:

(a) displaying such vehicle for sale, or washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency; or

(b) Displaying or storing rental vehicles or vehicles for sale.

II.

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

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

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted

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

5 Alternative 1.

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

9 **READ, PASSED, and ADOPTED** on first reading this ____ day of
10 _____, 2020.

11 Alternative 2.

12 **READ and APPROVED** on first reading this the ____ day of
13 _____, 2020.

14 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
15 _____, 2020.

16
17
18 _____
19 CRAIG MORGAN, Mayor
20 City of Round Rock, Texas

21 ATTEST:

22
23 _____
24 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider the appointment of a Municipal Judge to fill an expired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1616



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider the appointment of an Associate Municipal Judge to fill an expired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1617



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider Executive Session as authorized by §551.071, Government Code, related to consultations with attorneys regarding the City's response to the Comptroller of Public Accounts' proposed rule amendment related to sales tax.

Type: Executive Session

Governing Body: City Council

Agenda Date: 6/11/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-1629