



City of Round Rock

City Council - Packet Briefing

Meeting Agenda

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

Tuesday, July 21, 2020

7:30 AM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. CITIZEN COMMUNICATION

[Pursuant to Texas Government Code, Section 551.007 which allows the public to speak for a total of three (3) minutes on any of the agenda items listed below - excluding any executive sessions.]

D. STAFF BRIEFING:

D.1 Consider staff briefings and Councilmember discussion and/or questions regarding items on the agenda for the July 23, 2020 City Council meeting.

E. PRESENTATIONS/DISCUSSIONS:

E.1 Consider a presentation and discussion regarding budget update.

F. ADJOURNMENT

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 17th day of July 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

*/ORIGINAL SIGNED/
Meagan Spinks, Deputy City Clerk*



City of Round Rock

City Council

Meeting Agenda

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

Thursday, July 23, 2020

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [TMP-1753](#) [Consider a special presentation recognizing Errett Corbiere, Chase Drake, and Cesar Hernandez for making and distributing 3D printed PPE \(personal protective equipment\) to Round Rock area hospitals, non-profits, and citizens during the Covid19 pandemic](#)
- E.2 [TMP-1748](#) [Consider proclaiming August 2020 as "Children's Vision and Learning Month" in the City of Round Rock.](#)

F. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

- F.1 [TMP-1736](#) [Consider approval of the minutes for the July 9, 2020 City Council meeting.](#)

- F.2 [2020-0205](#) [Consider a resolution approving the City of Round Rock CDBG 2020-2021 Annual Action Plan and authorizing the Mayor to execute all related applications or certifications.](#)
- F.3 [2020-0192](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Elliott Electrical Supply for the Purchase of Building Maintenance, Repair, Operations and Equipment.](#)
- F.4 [2020-0197](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Iteris, Inc. for traffic control products, supplies, and equipment.](#)
- G. RESOLUTIONS:**
- G.1 [2020-0191](#) [Consider a resolution authorizing the Mayor to execute an Agreement with WEX Bank for the purchase of fuel cards and related processing services.](#)
- G.2 [2020-0193](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in entering into an Economic Development Agreement with Investex II, LLC](#)
- G.3 [2020-0194](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in adopting a Five-Year Funds Allocation Plan for FY 2021-2025.](#)
- G.4 [2020-0195](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation to approve the Northeast Downtown Improvements and Parking Garage as authorized Type B Projects to be funded with Type B revenues.](#)
- G.5 [2020-0196](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvements Program \(TCIP\).](#)
- G.6 [2020-0198](#) [Consider a resolution authorizing the Mayor to execute a Contract with DeNucci Constructors, LLC for the University Boulevard Widening - IH 35 to Sunrise Road Project.](#)
- G.7 [2020-0199](#) [Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between Capital Area Metropolitan Planning Organization \(CAMPO\) and the Texas Department of Transportation \(TXDOT\) identifying mutual responsibilities in carrying out the metropolitan planning process.](#)
- G.8 [2020-0200](#) [Consider a resolution authorizing the Mayor to execute a Contract with Excel Construction Services, LLC for the Lake Georgetown Raw Water Intake Screen Replacement Project.](#)
- G.9 [2020-0203](#) [Consider a resolution authorizing the Mayor to execute a Water Service Area Transfer Agreement with the City of Austin for an approximately 10.66-acre tract of land located at 16400 Bratton Lane.](#)
- G.10 [2020-0201](#) [Consider a resolution authorizing the Mayor to execute an Interim Water & Sewer Service Agreement with the City of Austin for an approximately 10.66-acre tract of land located at 16400 Bratton Lane.](#)

G.11 [2020-0202](#) [Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Brazos River Authority and the City of Georgetown for the Water Resource Evaluation Project for Williamson County.](#)

G.12 [2020-0204](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with PM Construction & Rehab, LLC for the Wastewater Collection System Pipe Bursting Rehabilitation 2020 Project.](#)

H. ORDINANCES:

H.1 [2020-0206](#) [Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article II, Section 2-26, Code of Ordinances \(2018 Edition\), regarding Accessory Building Setbacks in SF-1, SF-2 and SF-3. \(First Reading\)*](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. ADJOURNMENT

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 17th day of July 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a special presentation recognizing Errett Corbiere, Chase Drake, and Cesar Hernandez for making and distributing 3D printed PPE (personal protective equipment) to Round Rock area hospitals, non-profits, and citizens during the Covid19 pandemic

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-1753



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming August 2020 as "Children's Vision and Learning Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1748



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the July 9, 2020 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 070920 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1736



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, July 9, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was 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 COVID19.

Some City Council members were present in the chamber while others attended the meeting via videoconferencing. Members of the public were able to speak during citizen communication or a public hearing by attending the meeting in person in the City Council chambers or via Zoom videoconferencing.

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

CALL MEETING TO ORDER

The Round Rock City Council met in Regular Session on Thursday, July 9, 2020 in the City Council Chambers, located at 221 E. Main Street, Round Rock. Mayor Morgan called the meeting to order at 6:01 PM.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Michael Johnston, 18712 Royal Pointe Dr., Pflugerville, spoke to the City Council regarding Round Rock Police Department policies.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [TMP-1709](#) Consider a special presentation to Girl Scouts Troop 2500 for their donation of K-9 vests to the Round Rock Police Department.

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.

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

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

Nays: 0

Absent: 0

- F.1** [TMP-1704](#) Consider approval of the minutes for the June 25, 2020 and June 29, 2020 Regular and Special Called Emergency City Council meetings.

This item was approved on the Consent Agenda.

- F.2** [2020-0185](#) Consider a resolution authorizing the Mayor to execute an Agreement with Paradigm Traffic Systems, Inc. for the purchase of Highway Safety and Traffic Controls Products.

This item was approve on the Consent Agenda.

PUBLIC HEARINGS:

- G.1** [TMP-1693](#) Consider public testimony regarding the City of Round Rock Draft Community Development Block Grant (CDBG) 2020 Annual Action Plan.

Joe Brehm made the staff presentation.

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

RESOLUTIONS:**H.1** [2020-0177](#)

Consider a resolution approving the proposed amendments to the Bylaws of the Round Rock Transportation and Economic Development Corporation (RRTED Corp).

Steve Sheets, City Attorney, 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: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 0

H.2 [2020-0178](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Presidio Networked Solutions Group, LLC for the purchase of hardware, networking equipment, servers and data storage solutions.

Heath Douglas, CIO, made the staff presentation.

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

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

Nays: 0

Absent: 0

H.3 [2020-0179](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Faith Culture Church, Inc. for the purchase of portions of the Heritage Center subdivision required for the Heritage Trail East project.

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

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

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

Nays: 0

Absent: 0

H.4 [2020-0180](#)

Consider a resolution authorizing the Mayor to execute an Agreement with GT Distributors, Inc. for the purchase of public safety and firehouse supplies and equipment.

Allen Banks, Police Chief, made the staff presentation.

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

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

Nays: 0

Absent: 0

H.5 [2020-0181](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with the Round Rock Independent School District for the purchase of a 2.496-acre parcel required for construction of Gattis School Road.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nays: 0

Absent: 0

H.6 [2020-0182](#)

Consider a resolution authorizing the Mayor to execute the First Amended Memorandum of Understanding with ICU Medical, Inc. related to the proposed University Boulevard roadway expansion project.

Gary Hudder, Transportation Director, made the staff presentation.

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

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

Nays: 0

Absent: 0

H.7 [2020-0183](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 4 with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2 & 3) Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nays: 0

Absent: 0

H.8 [2020-0184](#)

Consider a resolution authorizing the Mayor to execute the First Amended Interlocal Agreement between Williamson County and City of Round Rock regarding the University Boulevard (west) Project.

Gary Hudder, Transportation 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: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nays: 0

Absent: 0

H.9 [2020-0186](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM for the Lake Creek Pump Station Emergency Chlorine Scrubber Project.

Michael Thane, Utilities and Environmental 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: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nays: 0

Absent: 0

H.10 [2020-0187](#)

Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with MLA Geotechnical for construction material testing services for the Brushy Creek Regional Wastewater System Plant Expansion Project.

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

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

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

Nays: 0

Absent: 0

ORDINANCES:

I.1 [2020-0188](#)

Consider an ordinance amending Chapter 44, Sections 44-149 and 44-151, Code of Ordinances (2018 Edition), regarding environmental services fees. (First Reading)*

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

A motion was made by Councilmember Peckham, seconded by Councilmember Montgomery, to approve the first reading of the Ordinance. The motion carried by the following vote:

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

I.2 [2020-0190](#)

Consider an ordinance amending Emergency Ordinance No. O-2020-0189 to amend Section IV regarding Penalties. (First Reading)*

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

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**EXECUTIVE SESSION:****K.1** [TMP-1683](#)

Consider Executive Session as authorized by §551.071 Government Code, related to consultation with City Attorney regarding legal issues with calling the 2020 General and Special elections postponed from May 2, 2020.

The City Council recessed to Executive Session. Mayor Morgan called the meeting to order at 6:54 PM and adjourned it at 7:51 PM.

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

ACTION RELATIVE TO EXECUTIVE SESSION:**L.1** [TMP-1712](#)

Consider possible action relative to Executive Session regarding legal issues with calling the 2020 General and Special elections postponed from May 2, 2020.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, to move the May 2020 General and Special Elections to May 1, 2021.

The motion carried by the following vote:

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

Nays: 1 - Councilmember Montgomery

Absent: 0

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:58 PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution approving the City of Round Rock CDBG 2020-2021 Annual Action Plan and authorizing the Mayor to execute all related applications or certifications.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2020-0205

The Community Development Block Grant (CDBG) was developed in 1974 and works to ensure decent affordable housing and services to the most vulnerable in our communities. To be eligible for CDBG funding, activities must meet one of the three national objectives: 1) Benefit low to moderate income persons 2) Prevent slum or blight 3) Meet an urgent need.

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an annual action plan in order to implement any federal programs that fund housing, community development and economic development within the community. The City of Round Rock 2020 Annual Action Plan covers the FY 2020 period from October 1, 2020-September 30, 2021. HUD has allocated \$675,500 in CDBG funds to the City of Round Rock for the 2020 program year action plan. In this CDBG 2020 Action Plan we are requesting public testimony and proposing to fund the following projects:

Public Services: \$101,325

Round Rock Area Serving Center Food Pantry \$25,000

Round Rock Area Serving Center Housing Assistance (Rent/Mortgage) \$25,000

CASA Abused and Neglected Children \$25,000

Opportunities for Williamson-Burnet Counties Meals on Wheels \$10,000

Sacred Heart Community Clinic Health Services \$16,325

Projects: \$439,075

Code Enforcement \$115,000

Minor Home Repair \$194,075

Bus Stops on Mays \$130,000

Program Administration: \$135,100

All requirements for citizen participation have been satisfied during the development of the plan.

A public hearing requesting public testimony on this action plan was held before City Council on July 9, 2020, and a 30 day comment period for this plan is from June 9, 2020 thru July 9, 2020.

No comments were received at the writing of this report on July 6, 2020.

RESOLUTION NO. R-2020-0205

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has grant funds available to cities through the Community Development Block Grant (“CDBG”) Program, and

WHEREAS, the City of Round Rock (“City”) adopted the 2019-2023 Five Year Consolidated Plan (the “Plan”) by Resolution No. R-2019-0311 on July 25, 2019, which identified how the City would use federal resources to meet priority community needs, and

WHEREAS, the City of Round Rock has prepared the CDBG 2020-2021 Annual Action Plan, in accordance with the Plan and in compliance with HUD regulations, and

WHEREAS, the City Council authorizes the Mayor or the City Manager to execute any relevant application or certifications in reference to the CDBG 2020-2021 Annual Action Plan, and

WHEREAS, the City wishes to adopt said CDBG 2020-2021 Annual Action Plan and make application for the available grant funds for specific projects and activities identified in said Plan, Now Therefore:

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

That the City Council hereby adopts the CDBG 2020-2021 Annual Action Plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

BE IT FURTHER RESOLVED

That the Mayor or City Manager is hereby authorized and directed to execute on behalf of the City any relevant applications or certifications in reference to the CDBG 2020-2021 Annual Action Plan.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"

Executive Summary

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

1. Introduction

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an Annual Action Plan in order to implement any federal programs that fund housing, community development, and economic development within the community. The City of Round Rock CDBG 2020-2021 Annual Action Plan covers the period from October 1, 2020 to September 30, 2021.

This CDBG 2020 Action Plan is the second annual action plan in the City of Round Rock Five Year Consolidated Plan (2019-2023). The City of Round Rock has been awarded \$675,500 in CDBG funds and in this program year the city is proposing to allocate \$135,100 (20%) for the administration and oversight of the program and \$101,325 (15%) to the following public services:

- Round Rock Area Serving Center: Food Pantry Program \$25,000
- Round Rock Area Serving Center: Housing Assistance Program \$25,000
- CASA of Williamson County: Child Advocacy Program \$25,000
- Sacred Heart Community Clinic: Expanded Access of Primary Medical Care \$16,325
- Opportunities for Williamson & Burnet Counties: Meals on Wheels \$10,000

In addition to funding program administration and public services, the City is proposing to fund the following projects:

- City of Round Rock Minor Home Repair: \$194,075
- City of Round Rock Transportation Department/Bus Stops at Mays Street:\$130,000
- City of Round Rock Planning Department/Code Enforcement: \$115,000

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Round Rock CDBG 2020 Annual Action Plan provides a framework to address the needs of the city for the next year using the \$675,500 in Community Development Block Grant funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Creating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG program are:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

All projects funded in this action plan will support at least one objective and one outcome. The City's framework for realizing the objectives and outcomes include the following goals:

- Provide Decent, Affordable Housing
- Provide a Suitable Living Environment

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following is project activity summary of the CDBG Program Year 2018 from the most recent CAPER submitted to HUD and also projects that have been completed after the last CAPER was submitted that include CDBG Program Year 2019 activities:

- Round Rock Area Serving Center Food Pantry Program expended all 2018 CDBG funds in the amount of \$25,000 and assisted 860 households with food from their food pantry.
- Round Rock Area Serving Center Housing Assistance Program expended all 2018 CDBG funds in the amount of \$25,000 and assisted 254 households with rent or mortgage assistance.
- CASA Child Advocacy Program expended all 2018 CDBG funds in the amount of \$25,000 and assisted 91 abused or neglected children in court.
- Council on At-Risk Youth expended all 2018 CDBG funds in the amount of \$13,500 and assisted 151 at-risk youth with counseling.
- Sacred Heart Community Clinic expended all 2018 CDBG funds in the amount of \$12,500 and assisted 312 low income residents with health services.

- Sacred Heart Community Clinic expended all 2019 CDBG funds in the amount of \$12,500 and assisted 105 low income residents with health services.
- Frontier Park improvements were completed and all 2017 & 2018 funds were expended in the amount of \$302,973.04
- The Austin Street Sidewalk project was completed in program year 2018 and a total of \$187,207 was expended.
- CDBG 2016 Greenhill Sidewalk Project was completed in 2019 and \$120,973 was expended this program year.
- A total of seven homes participated in Minor Home Repair and were completed in program year 2019. \$18,647.80 was expended during this program year.
- Program Administration was completed and the full 20% was expended in the amount of \$134,879.
- Hope Alliance Domestic Violence Shelter ADA Playground and Shade Structure was completed during the 2019 program year and expended \$32,700.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Round Rock's goal for citizen participation is to encourage a broad participation of City residents, social service agencies and city departments in the planning and implementation of public hearings.

For the development of the City of Round Rock CDBG 2020-2021 Annual Action Plan, two public hearings were held. The first public hearing was a "Needs Assessment" public hearing that was held on April 9, 2020. The second public hearing was held on July 9, 2020. No comments were received. The notices for these public hearings were advertised in the Round Rock Leader newspaper in English and Spanish as well as posted at the following locations:

- City Hall bulletin
- City website and CDBG webpage
- City Hall Kiosk on first floor
- Kiosk at the Alan R. Baca Senior Center
- Round Rock Housing Authority
- Round Rock Library

In addition to the public hearing notice, an Executive Summary were made available as well.

The City of Round Rock always wants to continue to make efforts to broaden public participation during the development of the plan. This year with the mandatory shut-downs of city buildings and neighborhood facilities due to COVID-19, citizen participation was limited. Once offices and facilities opened up, citizen participation was encouraged but because of the continued anxiety about COVID-19 many residents continued to stay home and stay safe.

In order to broaden citizen participation in the future, Round Rock did amend their Citizen Participation Plan to include policies for citizen participation during emergencies and disasters.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Unfortunately, there were no comments received during the development of the program year.

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

The City of Round Rock accepts and considers any comments that are received.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

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

Agency Role	Name	Department/Agency
Lead Agency	ROUND ROCK	
CDBG Administrator	ROUND ROCK	Elizabeth Alvarado
HOME Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Round Rock Office of Community Development is the lead agency for the preparation of the CDBG 2020-2021 Annual Action Plan and administration of the CDBG Program. Annual funding requests generally open in February with applications due in Mid-March. Funding decisions are made in April or May. This CDBG 2020-2021 program year is the first year that applications for funding were available to fill out and submit online.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Round Rock has developed an outreach effort to encourage input from a large cross section of residents and stakeholders. The outreach effort included two public hearings before city council, published and posted meeting notices, social media notifications, emails and flyers.

In addition to reaching out during the development of the plan, City of Round Rock CDBG staff continues to maintain a strong networking relationship with public and assisted housing providers and private and governmental health, mental health and service agencies throughout the program year.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

In order to enhance coordination and form effective relationships between public and assisted housing providers, private and governmental health, mental health and service agencies, the City of Round Rock actively consults with a variety of non-profits, social service providers, neighborhoods and citizens, and other governmental agencies. CDBG staff attend monthly Williamson County Non-Profit Networking Meetings the first Tuesday of every month at the Alan R. Baca Senior Center. Local non-profits come together to network and also to promote meetings, public hearings and events. A variety of non-profits attend the monthly networking meetings including non-profits that provide housing, mental health, health, transportation, affordable childcare and other services to low income, disabled and elderly residents of Round Rock.

CDBG staff attends the Round Rock Housing Authority (RRHA) monthly board meetings as well as meets regularly with the RRHA staff to provide technical assistance on the CDBG grant and to work together on the Analysis of Impediments to Fair Housing Regional Working Group goals and action items.

CDBG staff along with other local non-profits and social service agencies met regularly to discuss the needs of homeless and those at-risk of becoming homeless. The goals of this group is to eventually form a homeless coalition and also try to find resources to fill the gaps within the community regarding homeless and at-risk homeless. among the agencies that meet each month include food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring housing authorities, local not for profit health clinics, and Texas Homeless Network staff.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Currently at this time there are no agencies receiving Continuum of Care (COC) grant funding in Round Rock or Williamson County. As per the THN, they have not had participation in the Texas Balance of State COC (TX BOS COC) from homeless service providers in Williamson County for some time. Currently there is not an active local homeless coalition in the area so the Round Rock CDBG staff with the help of the Round Rock Housing Authority director has started meeting quarterly to discuss the needs of the homeless and those in danger of becoming homeless.

The City of Round Rock is making an effort to address the needs of homeless persons and persons at risk of homelessness by funding the following with either CDBG or General Funds:

- Round Rock Area Serving Center Food Pantry that assists those that are homeless and at-risk of becoming homeless with \$25,000 of CDBG 2020 funds.
- Round Rock Area Serving Center Rent/Mortgage Assistance for those that are at-risk of becoming homeless with \$25,000 of CDBG 2020 funds.
- Round Rock Area Serving Center Rent/Mortgage/Food Pantry for those that are at-risk of becoming homeless and that need assistance with food during the COVID-19 Pandemic with City of Round Rock General Funds in the amount of \$45,000.
- Hope Alliance Domestic Violence Shelter with \$32,700 in General Funds to assist victims of domestic violence that are homeless.
- Texas Baptist Children's Home with \$10,000 in general funds to assist single mothers and their children in transitional housing.
- Sacred Heart Community Clinic with \$16,325 in CDBG 2020 funds to assist and provide medical services to low income and those that are homeless or at-risk of becoming homeless.

City of Round Rock CDBG staff networks with the Round Rock ISD Families in Transition Coordinator. The Families in Transition Program assists homeless families with children, families with children that are living with friends or relatives as well as unaccompanied youth. The role of the coordinator is to ensure that any student lacking a fixed, adequate and regular nighttime residence is provided with resources. Because there are no homeless shelters in Round Rock or Williamson County (except for the domestic violence shelter) homeless youth and unaccompanied youth are bused to shelters in Austin. According to the RRISD, a third of homeless students are unaccompanied youth.

Goodwill of Round Rock and Central Texas provides job rehabilitation and placement for homeless veterans as well as assistance with rent and job training. Currently due to COVID-19 the Round Rock location is closed but are taking intake applications for serves over the phone. The City CDBG staff will continue to network with the Goodwill to stay up to date on services that are being provided to homeless veterans.

The CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-

risk homeless that include a supportive housing and transitional housing program and behavior health services.

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

At this time the City CDBG staff is not consulting with any nor are there any Continuum of Care recipients that serve this jurisdiction. As stated above, the City of Round Rock staff has started networking and forming a relationship with the Texas Homeless Network staff to stay informed of what is happening in the TX BOS COC regarding homelessness as well as encouraging homeless providers in Williamson County to join the effort to end homelessness.

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ROUND ROCK HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with RRHA director and also attends monthly RRHA board meetings.
2	Agency/Group/Organization	ROUND ROCK AREA SERVING CENTER
	Agency/Group/Organization Type	Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with RRASC director and provides technical assistance when needed because RRASC is a CDBG sub-recipient.
3	Agency/Group/Organization	Sacred Heart Community Clinic
	Agency/Group/Organization Type	Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with SHCC clinic staff and provides technical assistance as needed since the SHCC is a CDBG sub-recipient.

4	Agency/Group/Organization	CASA of Williamson County
	Agency/Group/Organization Type	Services-Children Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with CASA staff and provides technical assistance as needed since CASA is a CDBG funded sub-recipient.
5	Agency/Group/Organization	Council for At-Risk Youth
	Agency/Group/Organization Type	Services-Children Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Council staff and provides technical assistance because Council is a CDBG funded sub-recipient.
6	Agency/Group/Organization	WILLIAMSON BURNET COUNTIES OPPORTUNITIES (WBCO)
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with WBCO director and staff and provides technical assistance to WBCO because WBCO Meals on Wheels is a CDBG sub-recipient.

7	Agency/Group/Organization	Williamson County, Housing and Urban Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Local Government
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with County CDBG staff and collaborate on the Central Texas Regional AI Working Group.
8	Agency/Group/Organization	Texas Homeless Network
	Agency/Group/Organization Type	Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with THN staff on homeless issues and is working with THN to form a homeless coalition in Williamson County.
9	Agency/Group/Organization	Senior Access
	Agency/Group/Organization Type	Services-Elderly Persons Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with Senior Access director to stay updated on the services that Senior Access is providing for seniors in Round Rock. Senior Access is funded with general funds to provide seniors with door to door transportation to appointments and to run errands.
10	Agency/Group/Organization	FOUNDATION COMMUNITIES, INC (AUSTIN)
	Agency/Group/Organization Type	Services - Housing Services-Health Services-Education Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with FC director to stay informed on the services that they are providing for low income Round Rock residents. FC is funded with general funds to provide free tax preparation to Round Rock residents.
11	Agency/Group/Organization	BLUEBONNET TRAILS COMMUNITY MENTAL HEALTH AND MENTAL RETARDATION
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with BBT staff to stay updated on what services BBT is providing to the low income residents of RR.

12	Agency/Group/Organization	Literacy Council of Williamson County
	Agency/Group/Organization Type	Services-Education Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
13	Agency/Group/Organization	Texas Baptist Children's Home
	Agency/Group/Organization Type	Services - Housing Services-Children Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with TBCH director and staff to stay updated on the services that TBCH provides to low income residents of RR. TBCH is funded with general funds to pay partial salaries for counselor and educators for the Trust Based Relational Intervention Program.
14	Agency/Group/Organization	WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Hope Alliance director and staff to stay updated on the services that HA is providing in RR. Hope Alliance is funded with general funds to provide services of domestic violence and sexual assault.
15	Agency/Group/Organization	WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
	Agency/Group/Organization Type	Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	County Agency
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Wilco Health and cities to stay informed on the services that they are providing to low income residents in Round Rock.
16	Agency/Group/Organization	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Habitat for Humanity director to stay informed on the services that are being provided to the low income residents of Round Rock.
17	Agency/Group/Organization	City of Round Rock
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	City government departments

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks and meets with city departments (transportation, parks, neighborhood services, planning, code enforcement) to see what are the needs of low income residents. City departments are often funded with CDBG funds to carry out projects in the low income neighborhoods.
18	Agency/Group/Organization	Williamson County Childrens Advocacy Center
	Agency/Group/Organization Type	Services-Children Services - Victims Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks with WilCo Children's Advocacy Center to stay informed on the services they are providing residents of RR. Wilco Children's Advocacy Center is funded with general funds to provide services to abused children in Round Rock.
19	Agency/Group/Organization	YMCA
	Agency/Group/Organization Type	Services-Children Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks with YMCA staff to keep informed of the services that YMCA is providing to the low income residents. YMCA is funded with general funds to provide childcare to low income residents of RR.

20	Agency/Group/Organization	AUSTIN TENANTS COUNCIL
	Agency/Group/Organization Type	Service-Fair Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with ATC staff to stay updated on the services they are providing Round Rock residents. The ATC also puts on a Fair Housing Workshop for the city of RR.
21	Agency/Group/Organization	Goodwill of Central Texas
	Agency/Group/Organization Type	Services-homeless Services-Employment Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks with Goodwill of Round Rock staff to stay informed on the services that they are providing to RR residents.
22	Agency/Group/Organization	ARCIL, INC.
	Agency/Group/Organization Type	Services-Persons with Disabilities Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non Profit

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with ARCIL to stay informed on the services they provide for the low income residents in Round Rock. ARCIL is invited to participate every year in Fair Housing Workshop and also to the needs assessment public hearing during the development of the action plan.
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Identify any Agency Types not consulted and provide rationale for not consulting

A wide array of agencies were invited to consult in the development of the Annual Action Plan. No individual agency was intentionally omitted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	N/A	

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

CDBG staff does not network with any corrections programs or institutions other than the Council for At-Risk Youth. CDBG funded the Council for At-Risk youth in program year 2019 to provide counseling to at-risk youth in the ISD from grades 5-12. Other than that agency the CDBG staff does not network with any other corrections program or institution but the City of Round Rock HR department does participate in the Jails to Jobs Program. This program is literally transforming lives by breaking the cycle of youth recidivism. The Jails to Jobs Program empowers juvenile offenders to find purpose, personal growth and achievement through an employment-based mentoring and job skills program, in order to reduce recidivism in the justice system. The City of Round Rock guarantees graduates of this program a job.

Currently the CDBG staff does not have a working relationship with business or civic leaders but does work with the Realtor Association of Round Rock every April for Fair Housing Month and to invite them to the Fair Housing Workshop hosted by CDBG staff and the Austin Tenant's

Council. Austin Tenant's Council provides Fair Housing Education and Counseling, assists with filing fair housing discrimination complaints as well as tenant/landlord issues and mediation. The CDBG staff has a strong working relationship with Austin Tenant's Council.

The City of Round Rock does not receive Emergency Solutions Grant (ESG) nor does Williamson County have agencies participating or actively applying for the COC grant. The city has started to work with Texas Homeless Network and non-profit agencies in the Round Rock/Williamson County area to try and start a conversation regarding the homeless persons and resources available to address these issues.

AP-12 Participation – 91.105, 91.200(c)

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

In an effort to promote citizen participation during the development of the CDBG 2020 Action Plan, public hearing notices in English and Spanish were made available at the following locations and agencies:

- Publication in the Round Rock Leader
- City News section of the city website as well as in the CDBG webpage
- Public hearing notices and executive summary in the kiosk at senior center
- Public Hearing notices posted in the city hall bulletin
- Public hearing notices and Executive Summary posted at RRHA, RRASC, and library
- Public notices on Nextdoor

The public participation process was developed to help the City of Round Rock identify priority needs in the community and set goals that will help address affordable housing needs and to better provide social services to the low to moderate income household and persons. Two public hearings were held before city council during the development of the plan. Residents were given at least 14 day notice of a public hearing and at least 30 days for the comment period. Copies of the public notices and proof of publications from the Round Rock Leader.

The projects and activities funded in this action plan all tie back to the high priority needs and goals in the CDBG Five Year Consolidated Plan (2019-2023). During the development of the five year consolidated plan the City CDBG staff had a goal and plan for citizen participation to ensure a broad participation of residents, housing, economic and social service providers as well as city departments and local housing authority. The City held stakeholder and resident meetings in addition to public hearings. This process helped the City develop the consolidated plan to assist for planning and developing the action plans for the next five years. Should goals or high priority needs change, the city will conduct a substantial amendment to add goals.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	no response	no comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	no response	no comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	no response	no comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	posting at public locations	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	no response	no comments received	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Round Rock has been awarded \$675,500 in CDBG grant funds for program year 2020-2021. The CDBG 2020 is the second program year in the CDBG Five Year Consolidated Plan. The expected resources are the last of the funds expected for the remainder of the CDBG Five Year Consolidated Plan (2019-2023).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	675,500	0	0	675,500	2,026,500	This CDBG program year is the second of the 5 yr con plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In an effort to leverage funds, the City has combined the CDBG and General Funds to assist the social services funding process. By combining these two processes, the City can make sure to fund agencies providing high priority needs with General Funds that could not be funded with CDBG funds due to the 15% funding cap. This process will also help prevent duplication of services. The process of funding social services agencies is as follows: A team, consisting of council members, Neighborhood Services staff and CDBG staff, review agency applications as well as conduct a risk analysis using set criteria and performance measures. Funding recommendations are presented to the City Council through the budget process. Awarded agencies are contracted to deliver the specific services to the residents of Round Rock.

There are no federal or local matching requirements for the CDBG grant.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are no projects in this action plan that are on publicly owned land or property located within the jurisdiction and funded with CDBG funds.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services for Low- and Moderate-Income Popul	2019	2024	Non-Housing Community Development Public services	Citywide	Non-housing community development	CDBG: \$101,325	Public service activities for Low/Moderate Income Housing Benefit: 1400 Households Assisted
2	Public Facility and Infrastructure Improvements	2019	2024	Non-Housing Community Development	Qualified Census Tracts	Non-housing community development	CDBG: \$130,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2000 Households Assisted
3	Increase Access to Affordable Housing	2019	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: \$194,075	Homeowner Housing Rehabilitated: 8 Household Housing Unit
4	Program Administration	2019	2024	Administration	Citywide	Non-housing community development	CDBG: \$135,100	N/A
5	Code Enforcement	2019	2024	Code Enforcement	Qualified Census Tracts	Non-housing community development	\$115,000	Code enforcement activities for low to moderate income households benefitting to be determined based on the areas served

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Services for Low- and Moderate-Income Population
	Goal Description	Public Services: Round Rock Area Serving Center Housing Assistance \$25,000, Round Rock Area Serving Center Food Pantry \$25,000, CASA \$25,000, Meals on Wheels \$10,000, Sacred Heart Community Clinic \$16,325
2	Goal Name	Public Facility and Infrastructure Improvements
	Goal Description	Bus Stops on Mays Street. Project includes the purchase of five bus shelters and standard amenities such as benches, trash cans and route information signage. Included also are construction costs and any additional site preparation.
3	Goal Name	Increase Access to Affordable Housing
	Goal Description	Funds will be used to rehabilitate 8 homes citywide for low income residents up to \$25,000 a home.
4	Goal Name	Program Administration
	Goal Description	Funds will be used for the oversight and administration of the CDBG program.
5	Goal Name	Code Enforcement
	Goal Description	Funds will be used to pay for 1.5 code enforcement officers

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Round Rock is receiving \$675,500 in CDBG 2020 Program Year funds. Funds will be used for public services, program administration, minor home repair, code enforcement and public facility and improvements.

Projects

#	Project Name
1	Public Services Round Rock Area Serving Center Housing Assistance
2	Program Administration
3	Minor Home Repair
4	Bus Stops of Mays
5	Code Enforcement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The City identified Mays Street as an area that needed improved bus stop accessibility and the need for additional transportation options for traditionally transportation disadvantaged populations. This includes economically disadvantaged people, older adults and people with disabilities, limited English speaking persons and those with limited access to vehicles. Unfortunately, the need for infrastructure far exceeds the amount of CDBG funding available. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the City. The Public Services fund of 15% is also oversubscribed at far beyond what is available. The City encourages CDBG applicants to seek other resources from other public and private entities to leverage the limited amount of CDBG funds available.

AP-38 Project Summary
Project Summary Information

1	Project Name	Public Services Round Rock Area Serving Center Housing Assistance
	Target Area	Citywide
	Goals Supported	Public Services for Low- and Moderate-Income Popul
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$101,325
	Description	Funding RRASC Housing Assistance Program in the amount of \$25,000 will assist 250 residents with rent/mortgage assistance.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	<p>it is estimated that 1400 low income households will benefit from this activity.</p> <p>Round Rock Area Serving Center Housing Assistance \$25,000/250 low income beneficiaries</p> <p>Round Rock Area Serving Center Food Pantry \$25,000/850 low income beneficiaries</p> <p>CASA \$25,000/100 low income beneficiaries</p> <p>Meals on Wheels \$10,000/100 low income Beneficiaries</p> <p>Sacred Heart Community Clinic \$16,325/100 low income beneficiaries</p>
	Location Description	<p>All public services will be provided to persons residing citywide.</p> <p>Round Rock Area Serving Center is located 1099 East Main Street Round Rock, TX 78664</p> <p>Meals on Wheels 301 West Bagdad Ave. #2 Round Rock, TX 78664</p> <p>CASA of Williamson County 2100 Scenic Drive #110 Georgetown, TX 78626</p> <p>Sacred Heart Community Clinic 620 Round Rock West Drive Round Rock, TX 78681</p>

	Planned Activities	<p>Round Rock Area Serving Center Housing Assistance \$25,000 will provide rent/mortgage assistance to low income residents. Funds will be used to pay rent/mortgage.</p> <p>Round Rock Area Serving Center Food Pantry \$25,000 will provide food to low income residents. Funds will be used for the purchase of food.</p> <p>CASA Child Advocacy Program \$25,000 will provide advocacy for children in court. Funds will be used to pay salary for Volunteer/Recruiter Coordinator.</p> <p>Sacred Heart Community Clinic \$16,325 will provide health services to low income residents. Funds will be used to pay salary for health provider.</p> <p>Meals on Wheels Senior Services Program \$10,000 will provide meals to homebound seniors and seniors at the Alan R. Baca Senior Center. Funds will be used to pay for salary of food chef.</p>
2	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$135,100
	Description	Program Administration \$135,100 will be used for the administration and oversight of the CDBG program.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	<p>Round Rock City Hall</p> <p>221 East Main Street</p> <p>Round Rock, TX 78664</p>
	Planned Activities	Funds will be used to pay CDBG Coordinator salary, supplies, equipment, travel, mileage, registrations and dues, training, legal fees, legal notices in the newspaper.
	Project Name	Minor Home Repair

3	Target Area	Citywide
	Goals Supported	Increase Access to Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$194,075
	Description	Minor Home Repair \$197,075
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	City of Round Rock estimates that 8 low income families will benefit from this program.
	Location Description	this program is citywide
	Planned Activities	Funding of the home repair program allows for rehab of 8 homes up to \$25,000 per home. Repairs include roof, siding, plumbing, electrical, windows, fence, ada improvements and other minor repairs.
4	Project Name	Bus Stops of Mays
	Target Area	Qualified Census Tracts
	Goals Supported	Public Facility and Infrastructure Improvements
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$130,000
	Description	Bus stops on Mays \$130,000 will include the purchase and installation of 5 bus stops. All construction is included.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	City of Round Rock estimates that up to 6000 primarily low to moderate income residents that ride the bus each month will benefit from this activity.
	Location Description	<p>This project will be at the following locations in Round Rock:</p> <p>Mays & Short Trail</p> <p>Mays & Tower</p> <p>Mays & Mays Crossing</p> <p>Mays at Shipleys Donuts</p>

	Planned Activities	Funding will pay for the purchase of five ADA accessible bus shelters, benches & trash cans. The bus stops will be placed along Mays Street. This route serves neighborhoods and destinations including the Round Rock Housing Authority Cushing location.
5	Project Name	Code Enforcement
	Target Area	Qualified Census Tracts
	Goals Supported	Code Enforcement
	Needs Addressed	Suitable Living Environment
	Funding	CDBG: \$115,000
	Description	Funding will pay for 1.5 code enforcement officers.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Households to benefit is to be determined based on the areas served.
	Location Description	Qualified Census Tracts

	Planned Activities	Funding will pay for 1.5 code enforcement positions that will inspect for code violations and enforcement of codes in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area.
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Most of the CDBG assistance will be distributed citywide (64%) with the following projects:

Public Services: \$101,325 (15%)

Program Administration \$135,100 (20%)

Minor Home Repair Program \$194,075 (29%)

The remaining 36% will be distributed to the following projects in the qualified census tracts:

\$130,000 or 19% of the grant funds will be distributed in a qualified census tract (207.01) for Bus Stops project.

Code Enforcement \$115,000 (17%)

Geographic Distribution

Target Area	Percentage of Funds
Qualified Census Tracts	36
Citywide	64

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for allocating investments geographically either citywide or qualified census tracts tie back to the CDBG 2019-2023 Consolidated Plan and the Analysis of Impediments to Fair Housing. Public

services and home repair were high priority needs in the consolidated plan as well as facility improvements. Bus stops at Mays Street will assist persons with disabilities.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Round Rock is funding the Minor Home Repair Program with \$194,075 in CDBG 2020 funds. The city is proposing to make minor home improvements to 8 low-moderate income households.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	8

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The Round Rock Housing Authority was established in 1966, with the first development built in 1972. Today, the Round Rock Housing Authority owns 100 units and administers 94 Section 8 Housing Choice Vouchers. Approximately 200 persons are assisted through these programs. The City of Round Rock will act as a resource for the Round Rock Housing Authority to assist the public housing authority with capacity building as well as programming that is associated with CDBG funds.

The RRHA is a five-member board, including a resident board member, and oversees the Round Rock Housing Authority. The board is appointed by the City of Round Rock Mayor. The City is invested in ensuring that selections made are in the best interest of the Round Rock Housing Authority. Each board member appointed by CORR Mayor possess management qualities that will ensure that best business practices are deployed.

Actions planned during the next year to address the needs to public housing

To address and improve the needs of public housing and resident initiatives, the Round Rock Housing Authority (RRHA) will continue to provide youth services at the Westwood location. The Boys to Men group, headed by Robert Hall, is a program which focuses on developing strong character skills for young children and youth. It is housed at the Westwood apartments owned by RRHA. Many of the young people who participate in the program do not have strong role models at home or come from blended families and single parent households. The young people in Boys to Men benefit from having someone they can confide in and interact with on a regular basis. Some of the activities include team sports, day trips to parks and lessons on the importance of being good citizens. Boys to Men relies primarily on donations and volunteers.

Another program that the RRHA provides its residents to meet their needs for self-sufficiency is the Family Self Sufficiency Program (FSS). This program provides affordable housing expertise, homeownership grant resources and programming initiatives to promote self-sufficiency for the program participants. The FSS program serves families in the Housing Choice Voucher (HCV) program the Public Housing Programs. Past and present participants have completed the following goals:

- Obtained and maintained employment
- Ability to pursue higher education
- Ability to maintain first time businesses with supportive mentorship and education

The unique value of the FSS Program is that clients can receive supportive case management to reach their individual goals towards self-sufficiency.

In addition to this, the RRHA continues to partner with several local agencies, faith-based organizations,

the City of Round Rock and the school district in order to bring resources to the residents of the housing authority.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Currently there are no public housing homeownership initiatives in place either under the public housing program or the Section 8 program. The City of Round Rock plans to encourage Affordable Housing Roundtables that are conducted by the RRHA and include affordable housing builders, housing counseling nonprofits and banking institutions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Round Rock Housing Authority is not designated as troubled housing authority by the U.S. Department of Housing and Urban Development.

Discussion

The Round Rock Housing Authority receives an annual Capital Fund Grant from The U. S. Department of Housing and Urban Development (HUD). The Round Rock Housing Authority is using these grant funds for the following Administrative and Operations expenses:

- Staff Salaries, Fringe Benefits, Travel and Training
- Office Supplies
- Postage
- Memberships
- Maintenance Expenses
- Utilities & Telephone
- Insurance
- Accounting Fees
- Legal Expenses

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Round Rock and Williamson County are part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC is part of the Texas Homeless Network (THN), a nonprofit membership-based organization helping Texas communities to prevent and end homelessness. THN is a 501(c)(3) organization that is partially funded through Texas Department of Housing and Community Affairs and Texas Department of State Health Services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

At this time in the City there are no agencies receiving Continuum of Care (COC) grant funding. The City of Round Rock CDBG staff has reached out to the Texas Homeless Network (THN) to stay informed on the homeless population issues and efforts to end homelessness in Central Texas.

In an effort to reduce and end homelessness the City of Round Rock has developed the following one-year goals:

1. City of Round Rock CDBG staff will continue to consult with the Texas Homeless Network/TX BoS CoC to discuss the next steps to actively participate in the effort to end homelessness in Williamson County. Reach out to Williamson County CDBG staff and partner with them in this effort. Reach out to non-profit agencies that provide services to homeless persons in Williamson County and encourage them to participate in coming together to discuss the homeless issues in the area. Set up a meeting that includes the homeless providers in Williamson County and a presentation by the Texas Homeless Network on the steps and process to plan a "Point in Time" count in January 2021, discuss forming a Local Homeless Coalition in Williamson County as well as provide information on the COC grant. Continue networking with the Round Rock ISD homeless liaison. Continue funding the Round Rock Area Serving Center with CDBG 2020 funds to assist with rent/mortgage and food.

Addressing the emergency shelter and transitional housing needs of homeless persons

The following agencies provide temporary shelter, transitional housing and other services and are being funded with 2020 CDBG or general fund dollars:

- The Williamson County Crisis Center (Hope Alliance) offers emergency shelter for victims of

- domestic violence and sexual assault. (\$35,000 from 2020 General Fund Social Services Grant)
- Round Rock Area Serving Center provides emergency shelter, food and clothing vouchers as well as mortgage and utility assistance in an effort to address/prevent homelessness. (\$50,000 with 2020 CDBG)
- Texas Baptist Children's Home provides a variety of residential and nonresidential services for children and families in need—these include housing for children and single-mother families as well as outreach and prevention services. (\$10,000 2020 General Fund Social Service Grant)

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Round Rock is making an effort to address the needs of homeless persons and persons at risk of homelessness by funding the following with either CDBG or General Funds:

- Round Rock Area Serving Center Food Pantry that assists those that are homeless and at-risk of becoming homeless with \$25,000 of CDBG 2020 funds.
- Round Rock Area Serving Center Rent/Mortgage Assistance for those that are at-risk of becoming homeless with \$25,000 of CDBG 2020 funds.
- Round Rock Area Serving Center Rent/Mortgage/Food Pantry for those that are at-risk of becoming homeless and that need assistance with food during the COVID-19 Pandemic with City of Round Rock General Funds in the amount of \$45,000.
- Hope Alliance Domestic Violence Shelter with \$32,700 in General Funds to assist victims of domestic violence that are homeless.
- Texas Baptist Children's Home with \$10,000 in general funds to assist single mothers and their children in transitional housing.
- Sacred Heart Community Clinic with \$16,325 in CDBG 2020 funds to assist and provide medical services to low income and those that are homeless or at-risk of becoming homeless.

City of Round Rock CDBG staff networks with the Round Rock ISD Families in Transition Coordinator. The Families in Transition Program assists homeless families with children, families with children that are living with friends or relatives as well as unaccompanied youth. The role of the coordinator is to ensure that any student lacking a fixed, adequate and regular nighttime residence is provided with resources. Because there are no homeless shelters in Round Rock or Williamson County (except for the domestic violence shelter) homeless youth and unaccompanied youth are bused to shelters in Austin. According to the RRISD, a third of homeless students are unaccompanied youth.

Goodwill of Round Rock and Central Texas provides job rehabilitation and placement for homeless

veterans as well as assistance with rent and job training. Currently due to COVID-19 the Round Rock location is closed but are taking intake applications for serves over the phone. The City CDBG staff will continue to network with the Goodwill to stay up to date on services that are being provided to homeless veterans.

The CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and transitional housing program and behavior health services to veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

In an effort to help low-income individuals and families avoid becoming homeless, the City of Round Rock will continue to fund the Round Rock Area Serving Center with CDBG 2020 funds for the following activities:

- Food Pantry Program in the amount of \$25,000
- Housing Assistance Program (help with rent/mortgage) in the amount of \$25,000

Funding these two programs will help those at-risk of becoming homeless not have to choose between food/rent and other necessities.

CDBG staff does not network with any other corrections program or institution but the City of Round Rock HR department does participate in the Jails to Jobs Program. This program is literally transforming lives by breaking the cycle of youth recidivism. The Jails to Jobs Program empowers juvenile offenders to find purpose, personal growth and achievement through an employment-based mentoring and job skills program, in order to reduce recidivism in the justice system. The City of Round Rock guarantees graduates of this program a job.

The CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and transitional housing program and behavior health

services to veterans those recently released from mental health facilities.

BBT helps veterans with the tools they need to successfully integrate back into the community and transition from military life to civilian life again.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In an effort to remove barriers to affordable housing the Round Rock City Council unanimously approved a resolution of support that gave develops a green light to seek low-income housing tax credits from the Texas Department of Housing and Community Affairs to help finance the project that includes approximately 200 units of income restricted senior housing. Plans for the development call for a mixture of studios and one and two bedroom units. Building height is anticipated to be three stories.

Council has also approved several Planned Unit Developments that allow for detached single family housing units on condominium lots. By providing this housing alternative to standard single family home on fee simple lots, developers are able to offer quality housing units at a lower price points due to reduced infrastructure and public improvement costs. These types of single family condominium developments are being recommended for infill or remnant tracts where larger scale residential developments would not be feasible.

In addition, the city has the following actions planned to continue to address the barriers to affordable housing in the next program year:

- City of Round Rock will fund Round Rock Area Serving Center's Housing Assistance Program with program year 2020 CDBG funds, which provides housing and emergency shelter needs, helps elderly maintain independence, and helps families avoid eviction and homelessness.
- The City of Round Rock will fund with program year 2020 CDBG funds minor home rehabilitation for up to 8 homes in Round Rock.
- City of Round Rock CDBG Staff will promote and direct residents to TDHCA's down-payment assistance program;
- City of Round Rock CDBG Staff will participate and work with the Central Texas Regional Fair Housing Group to work with foundations and private partners to create the multifamily rehabilitation and accessibility improvement program; and
- City of Round Rock CDBG staff will participate on the affirmative marketing program and guiding principles for developers of rental housing along with the Central Texas Regional Fair Housing

Group.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section of the Consolidated Plan outlines actions planned to address obstacles to meeting underserved needs in Round Rock.

Actions planned to address obstacles to meeting underserved needs

Despite efforts, there remain a number of significant obstacles to meeting underserved needs. The following obstacles to meeting these needs in Round Rock are population growth; high cost of housing; cut backs in state and federal funding for basic needs and the need for transportation to existing services and childcare exceed available resources to meet these needs. To address the population growth and the high cost of housing, the Round Rock Area Serving Center provides rent/mortgage, food pantry and utility assistance. The City funded the RRASC for these programs with CDBG program year 20 funds totaling \$50,000.00. The City also funded the Sacred Heart Community Clinic with \$16,325 in CDBG funds for program year 20. Sacred Heart Community Clinic provides dental services, acute care, chronic care and provides medications as well to the very low-income uninsured residents.

The following programs also help address the cutbacks in state and federal funding and the need for childcare and transportation to existing services:

Senior Access provides door to door transportation to seniors to doctors' appointments, pharmacies, grocery stores, to pay bills, and to social service agencies for services. Senior Access is being funded in 2020 with City General Fund Social Services Funds in the amount of \$35,000.

Foundation Community provides free tax preparation to low- to moderate-income families. Foundation Communities Tax Preparation Program is being funded in 2020 with City General Fund Social Service Funds in the amount of \$15,000.

In order to meet transportation demand, the City developed a fix route bus service that was designed and focused on access to employment services to meet the needs of the low-income and minority populations to jobs, education and employment. This service offers ADA paratransit services as well for anyone with a disability that prevents them from being able to ride any fixed route vehicle, disembark from any fixed route vehicle or travel independently all or some of the time on any fixed route vehicle.

Council has also passed an ordinance that allows Round Rock Transit to sell discount bus passes to nonprofit and government agencies for the purpose of distributing the passes to low-income persons and families that meet the participation requirements.

The City also provides residents with the Guide to Affordable Housing in the Greater Austin Area that is provide by the Austin Tenant's Council. This guide is a tool for people seeking affordable rental housing in the Austin area that includes Round Rock. The guide contains general information on housing

programs funded on the local, county, state and federal levels, as well as specific information about apartment complexes participating in these programs. It contains lists and explanations of rental housing with rent restrictions, income-based rents and tenant income limits.

The City's General Fund provides funding of \$35,000 to Hope Alliance, an organization that meets short housing needs for survivors of domestic violence. The City's General Fund also provides \$10,000 in funding for the Texas Baptist Children's Home for an interventional specialist to help residents in a holistic approach.

Actions planned to foster and maintain affordable housing

The City of Round Rock will continue to support the following programs in program year 20 that support affordable housing. These include:

- The housing assistance program through the Round Rock Area Serving Center to assist residents with rent or mortgage at up to \$100 a household; and
- The minor home repair program for low-income homeowners in Round Rock.

Round Rock Area Serving Center Housing Assistance Program will be funded with CDBG 2020 funds in the amount of \$25,000 and the Minor Home Repair Program will be funded with 2020 CDBG funds in the amount of \$194,075.

Actions planned to reduce lead-based paint hazards

The majority of residential housing development in Round Rock occurred after the use of lead-based paint was banned; however, some areas of the community may have some homes with lead-based paint.

With the implementation of the Minor Home Repair Program, the program policy and procedures manual addresses compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures include:

1. Notification
2. Identification
3. Treatment (if necessary)

The City of Round Rock will continue to fund the Minor Home Repair Program with 2020 CDBG funds. Applicants who are eligible for the Minor Home Repair program are provided LBP information at the

time of intake and will be made aware of possible dangers of LBP.

Actions planned to reduce the number of poverty-level families

During the 2020 CDBG program year the City of Round Rock will take the following actions to reduce the number of poverty level families:

- The City will continue to fund the Minor Home Repair Program with 2020 CDBG funds to provide minor home repair for the low and very low-income residents in Round Rock. This program proposes to assist an estimated total of 8 households with repairs to include fence, plumbing, electrical, weatherization, and ADA improvements.
- Round Rock Area Serving Center will continue to be funded with CDBG program year 2020 funds to provide rent and mortgage assistance and access to their food pantry. These programs collectively propose to assist 1,200 households.
- Sacred Heart Community Clinic will be funded with \$16,325 in CDBG 2020 funds to assist poverty level families with health and dental care and medications at no cost to them. This program proposes to assist 100 households.
- The Meals on Wheels of Williamson and Burnet Counties program will be funded with \$10,000 in 2020 CDBG funds to prepare lunch meals for seniors at Baca Center and for homebound seniors.
- The Foundation Communities Free Tax Preparation Program will continue to be funded with 2020 General Fund Social Service Funds in the amount of \$15,000 that will provide poverty level families free tax preparation. This program proposes to assist 1200 households.
- The City will continue to fund the YMCA After-School Scholarship Program with 2020 General Fund Social Service Funds in the amount of \$5,000 that will assist very low-income working families with no cost after school care. This program proposes to assist 7,000 residents.
- The Literacy Council will continue to be funded in 2020 with City of Round Rock General Fund Social Service Grant fund in the amount of \$10,000 that will provide self-sufficiency education (ESL, Basic Literacy, and GED tutoring). This program proposes to assist 275 individuals.

Actions planned to develop institutional structure

In order to bridge the gap, the City relies on a network of public sector, private sector, and nonprofit organizations to implement the Strategic Plan, particularly to address homelessness and special needs. The City Council evaluates their Strategic Plan and Annual Budget from a citywide perspective. During these discussions' resources are provided to fund programs not specifically covered by CDBG but will provide more funds toward homelessness and special needs programs.

The City continues to actively consult with a variety of nonprofits, social service providers, neighborhoods and citizens, and other governmental agencies. CDBG staff attend the monthly Williamson County Nonprofit Networking meetings the first Tuesday of every month at the

Alan R. Baca Senior Center. Local nonprofits come together to network and also to promote meetings, public hearings and events. A variety of nonprofits attend the monthly networking meetings including nonprofits that provide housing, mental health, health, transportation, affordable childcare and other services to low-income, disabled and elderly residents of Round Rock.

CDBG staff attends the Round Rock Housing Authority (RRHA) monthly board meetings as well as meets regularly with the RRHA staff.

In order to address gaps in institutional structure around homelessness, Round Rock CDBG staff has consulted with the Texas Homeless Network/TX BoS CoC and discussed the next steps to actively participate in the effort to end homelessness in Williamson County. In an effort to meet these goals, Round Rock CDBG staff has started work on the following:

- Reach out to Williamson County CDBG staff and partner with them in this effort
- Reach out to nonprofit agencies that provide services to homeless person in Williamson County and encourage them to participate in coming together to discuss the homeless issues in the area.
- Continue meeting with these non-profits in the 2020 program year and include the Texas Homeless Network (THN) which will guide us and help us with the steps and process to plan a "Point-in-Time" count, to discuss in forming a Local Homeless Coalition in Williamson County, as well as provide information on the COC grant.

Actions planned to enhance coordination between public and private housing and social service agencies

In an effort to enhance coordination between public and private housing and social service agencies, the City of Round Rock will continue to fund the Round Rock Area Serving Center/Volunteer Center with \$35,000 in 2020 General Fund Social Service funds that will help pay for the Volunteer Center Coordinator salary. The Volunteer Coordinator not only supplies volunteers and manages volunteers' opportunities but also continues to coordinate and host the Williamson County Monthly Networking Meetings. These meetings are held the first Tuesday of every month at the Alan R. Baca Senior Center. At this monthly networking meeting, nonprofit and social service agencies come together to network, promote events and listen to guest speakers. Up to 30 agencies attend the monthly meetings and have access the groups list serv and be able to share information on the upcoming events, public hearing and fundraisers. Collaboration and coordination between agencies is important to ensure that the needs in the community are being addressed.

As noted above, the City CDBG staff also attend the monthly Williamson County Nonprofit Networking meetings the first Tuesday of every month at the Alan R. Baca Senior Center and attends the Round Rock Housing Authority (RRHA) monthly board meetings as well as meets regularly with the RRHA

staff.

Discussion:

The City of Round Rock, Office of Community Development is responsible for the administration of the City's programs funded with CDBG funds. This office has the primary responsibility for managing and implementing the City's affordable housing and infrastructure program, the Consolidated and Annual Plans and related documents.

The City of Round Rock has developed a monitoring system to ensure that the activities carried out in the Plan are done so in a timely manner in accordance with the federal monitoring requirements of [24 CFR 570.501 (v)] and [24 CFR 85.40] and all other applicable laws, regulations, policies and sound management and accounting practices.

Sub-recipients are monitored to ensure that they have implemented and administered their CDBG funded activities according to applicable federal requirements. Particular attention is paid to compliance with management systems, procurement practices and compliance with civil rights requirements.

When applicable, sub-recipients are required to submit copies of paid receipts, timesheets, income documentation, client data and self-certification forms with their monthly requests. This information is used to determine the number of unduplicated beneficiaries. Monthly reports are submitted by each sub-recipient enabling staff to monitor the progress of each activity, provide technical assistance or consultation when needed and to ensure that all objectives are met.

The City of Round Rock conducts monitoring of sub-recipients every program year during the summer. Particular attention is paid to compliance with eligibility and national objective requirements. The HUD monitoring checklist is used during these on-site monitoring visits. The monitoring visits are conducted by the CDBG Program Coordinator. Technical assistance is provided for sub-recipients at the beginning of the program year and anytime during the program year upon request.

Throughout the year, staff conducts mini desk reviews of all sub-recipients. Sub-recipients are required to submit monthly progress reports and reimbursement requests by the 15th of every month. This allows the City to monitor the sub-recipient's progress and spending on a monthly basis.

The City of Round Rock Office of Community Development maintains an open door policy for all agencies and frequent unofficial visits are made at participating agencies throughout the year.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

During the City of Round Rock CDBG 2020 Program Year we do not anticipate receiving any program income nor do we currently have any program income that needs to be reprogrammed. City of Round Rock does not have any of the following"

proceeds from Section 108 loans, grant funds returned to the line of credit, income from float-funded activities.

100% of CDBG funds will be used for activities that benefit persons of low and moderate income.

Attachments

Citizen Participation Comments

COMMENTS RECEIVED

No comments were received during the development of the CD8G 2020 Annual Action Plan.

Grantee Unique Appendices



PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before me, the undersigned authority, a Notary Public in and for the County of Williamson, State of Texas, on this day personally appeared Jason Gallaris, Advertising Agent of the Round Rock Leader, which is a newspaper of general circulation published in the county of Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement: the following date(s), Aviso de 30 días de período de comentarios y la audiencia pública CDBG Plan Anual de Acción del año fiscal 2020-2021 Para recibir la concesión de subvenciones. first date of Publication 06/06/2020, last date of Publication 06/06/2020, web and print: times Published 1, Legal ads 6 C.

ROUND ROCK, CITY OF
221 E MAIN ST
ROUND ROCK, TX 78664-5271

Invoice/Order Number:	0000575787
Ad Cost:	\$239.94
Paid:	\$239.94
Balance Due:	\$0.00

Signed

A handwritten signature in black ink, appearing to read 'Jason Gallaris', written over a horizontal line.

(Legal Advertising Agent)

Sworn or affirmed to and subscribed before me, this 9th day of June, 2020 in testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

A handwritten signature in black ink, appearing to read 'John W. [unclear]', written over a horizontal line.

(Notary)

Please see back of following page(s).



Page 1 of 2

ROUND ROCK, CITY OF
221 E MAIN ST
ROUND ROCK, TX 78664-6271

Invoice/Order Number:	0000475767
Ad. Cost:	\$239.94
Paid:	\$239.94
Balance Due:	\$3.00

Aviso de 20 días de período de comentarios y la audiencia pública
COBS Plan Annual de Acción del año
2020-2021

Para recibir la concesión de vivienda del Departamento de Vivienda y Desarrollo Urbano HUD, la Ciudad de Round Rock debe presentar una plan de acción anual de HUD, que describe las necesidades de la comunidad, recursos, prioridades y actividades propuestas en materia de vivienda, comunidad, el desarrollo, e desarrollo económico y los servicios públicos. El plan se debe al Departamento de Vivienda y Desarrollo Urbano de HUD, el 15 de Agosto de 2020. En el año fiscal 2020-2021, se espera que la Ciudad de Round Rock va a recibir aproximadamente \$ 675,500 a través del programa de Desarrollo de la Comunidad (COBG). El Plan de Acción Anual Consolidado estará disponible para su revisión y comentarios por escrito a partir del 8 de Junio de, 2020 a las 5 pm en la oficina de desarrollo de la comunidad en la dirección indicada más abajo, en la Biblioteca Pública de Round Rock en 216 East Main St en el Centro de Mayores Alan R. Baga en el 301 W. Magdalen Ave., Autoridad de Vivienda de Round Rock 1905 a Lanza Lane, y en el sitio de la ciudad en www.roundrocktx.gov. Una audiencia pública se llevará a cabo para recibir comentarios. Todas las personas interesadas deben invitadas a participar en la audiencia pública el jueves, 9 de Julio, 2020 a las 5pm en el City Council Chambers 221 East Main Street Round Rock, TX 78664. Los siguientes son los proyectos propuestos:

- Instalaciones públicas y mejoras: Puentes de autobús en la calle May.
- Servicios Públicos: Despensa de Alimentos, servicios para Personas Mayores, Asistencia de Alquiler/Hipoteca, Servicios de Salud, Servicios para Niños Multitables y Desatendidos.
- Asistencia de Vivienda: Reparaciones Menores de viviendas.

Esta audiencia es patrocinado por la Oficina de Desarrollo de la Comunidad. Para obtener más información relativa a la audiencia, por favor, póngase en contacto con la oficina de Desarrollo de la Comunidad, de lunes a viernes 08 a.m.-05:00 p.m. a 241 a 322A (voz) o 711 (TDD).

La Ciudad de Round Rock está comprometida con el cumplimiento de los Americanos con Discapacidades (ADA) y la Sección 504 de la Ley de Rehabilitación de 1973, según enmendado, modificaciones razonables e igual acceso a comunicaciones disponibles bajo petición. Por favor, llame al 214-5441 (voz) o 711 (TDD) para obtener ayuda. Para un intérprete de lenguaje de signos, por favor llame al 241-3228. Los Acurado el mismo 24 horas de atención.

Round Rock no discrimina sobre la base de la discapacidad en la admisión o acceso a, o tratamiento o empleo en sus programas y actividades. El Departamento de Recursos Humanos de la ciudad ha sido designada como ADA / Sección 504 Oficina de la Ciudad. Esta oficina está ubicada en 221 East Main Street, primer piso. Si usted tiene alguna pregunta o queja con respecto a su ADA / Sección 504 derechos, por favor, llame a la Ciudad de la Oficina de Recursos Humanos de Round Rock en 214-5443 (voz).

Este publicación está disponible en formatos alternativos. Por favor, llame al 214-3228 (voz) o 711 (TDD) para obtener ayuda.

0000475767-01



**PROOF OF
PUBLICATION
STATE OF TEXAS**

PUBLIC NOTICE

Before me, the undersigned authority, a Notary Public in and for the County of Williamson, State of Texas, on this day personally appeared Jason Gallanis, Advertising Agent of the Round Rock Leader, which is a newspaper of general circulation published in the county of Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement: the following date(s), Notice of 30 Day Comment Period and Public Hearing Draft Consolidated Annual Action Plan CDBG Fiscal Year 2020-2021. In order to receive certain grants from th, first date of Publication 06/06/2020 last date of Publication 06/06/2020. web and print times Published 1, Legal ads 6 C.

ROUND ROCK, CITY OF
221 E MAIN ST
ROUND ROCK, TX 78664-5271

Invoice/Order Number:	0000575/84
Ad Cost:	\$216.72
Paid:	\$216.72
Balance Due:	\$0.00

Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 9th day of June 2020 in Testimony whereof I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)



Please see the following page(s):

Page 1 of 2

ROUND ROCK, CITY OF
221 E. MAIN ST
ROUND ROCK, TX 78664-5277

Invoice/Order Number:	0000575724
Ad Code:	\$216.72
Pub:	\$216.72
Balance Due:	\$0.00

Notice of 30 Day Comment Period and Public Hearing Draft Consolidated Annual Action Plan CDBG Fiscal Year 2020-2021

In order to receive certain grants from the U.S. Department of Housing and Urban Development (HUD), the City of Round Rock must submit a Consolidated Annual Action Plan to HUD which describes community needs, resources, priorities and proposed activities with regard to housing, community development, economic development and public services. The plan is due to the U.S. Department of Housing and Urban Development on August 15, 2021. In fiscal year 2020-2021, the City of Round Rock anticipates to receive approximately \$825,500 through the Community Development Block Grant (CDBG) program.

The Draft Annual Action Plan will be available for public review and written comment beginning June 2, 2020 until July 2, 2020 at 5 p.m. at the Office of Community Development, at the address below, at the Round Rock Public Library at 216 East Main St., at the Main St. Casa Senior Center at 331 W. Baghdad Ave., Round Rock Housing Authority 1505 Lurke Lane, and on the City website at www.roundrocktx.us/cdbg. A public hearing will be held to receive comments. All interested persons are invited to attend the public hearing on Thursday, July 2, 2020 at 6 p.m. at City Council Chambers 221 East Main Street Round Rock, TX 78664. The following are the proposed projects:

Public Facilities and Improvements: Bus Stops on Mays Street
Public Services: Food Pantry, Senior Services, Health Services, Rent/Mortgage Assistance, Abused & Neglected Children
Housing Assistance: Minor Home Repair

This hearing is sponsored by the Office of Community Development. For more information concerning the hearing, please contact the Community Development Office Monday through Friday between 8:00 a.m. and 5:00 p.m. at 341-3328 (voice) or 711 (TDD).

The City of Round Rock is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 214-5431 (voice) or 711 (TDD) for assistance. For a sign language interpreter, please call Lic. Alvarado at 341-3328 at least 24 hours in advance.

The City does not discriminate based on disability in the admission or access to, or treatment or employment in, its programs and activities. The City Human Resources Department has been designated as the City's ADA/Section 504 Office. This office is located at 221 East Main Street, 1st Floor. If you have any questions or complaints regarding your ADA/Section 504 rights, please call the City of Round Rock Human Resources Office at 318-5543 (voice). This publication is available in alternative formats. Please call 214-5431 (voice) or 711 (TDD) for assistance.

0026275724-C1

NEEDS ASSESSMENT PUBLIC HEARING

PUBLIC NOTICE
CITY OF BOSTON
 The City of Boston Board will hold a public hearing for the purpose of soliciting comments on the proposed Comprehensive Zoning Ordinance (CZO) and the proposed Comprehensive Development Block Map (CDBM) for the City of Boston. The hearing will be held on Thursday, April 3, 2020 at 6:00 P.M. at the City Hall - Council Chamber, 221 East Main Street, Boston, MA 02101. The hearing will be held in person. The City Clerk's Office will be in attendance.

Thursday, April 3, 2020 at 6:00 P.M.
City Hall - Council Chamber
221 East Main Street
Boston, MA 02101
 The 2020 amendment will be 32% to the Comprehensive Development Block Map (CDBM) and 32% to the Comprehensive Zoning Ordinance (CZO). The amendment will be held in person.

PUBLIC PARTICIPATION
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**ANEXO DE LA AGENCIA PUBLICA PARA
EVALUACION DE LAS NECESIDADES
CIUDADANAS DE NICARAGUA**

BOUND ROCK, TOWN 78664

La Ciudad ofrece a sus habitantes de 350.000 habitantes el Programa de Construcción Comunitaria, el cual consiste de: "señales" en los paros de los autos, en los

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 Centro de Estudios de Historia Regional
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IF THE FATHER OF THE CHILD
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Atendimentos de Emergência

Platificación de la Comunidad

Chemical Abstracts or **Ingenieur**

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Grantee SF-424's and Certification(s)

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Elliott Electrical Supply for the Purchase of Building Maintenance, Repair, Operations and Equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$150,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2020-0192

This is an annual agreement with Elliot Electric Supply for building maintenance, repair, operations supplies, and equipment needed to support all City operations.

Cost: \$150,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0192

WHEREAS, the City of Round Rock (“City”) desires to purchase building maintenance, repair, operations and equipment, and related goods and services; and

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

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

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

WHEREAS, Elliott Electric Supply is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Elliott Electric Supply through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Building Maintenance, Repair, Operations and Equipment with Elliott Electric Supply, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 23rd day of July, 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 BUILDING MAINTENANCE,
REPAIR, OPERATIONS AND EQUIPMENT
WITH
ELLIOTT ELECTRIC SUPPLY**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
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KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of building maintenance, repair, operations and equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 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 ELLIOTT ELECTRIC SUPPLY, whose address is 12555 Harris Branch Parkway #105, Manor, Texas 78653 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services related to building maintenance, repair, operations and equipment, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #577-18; and

WHEREAS, City desires to purchase said goods and services from Vendor through Buy Board as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

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

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

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

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

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

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

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

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

B. This Agreement shall terminate November 30, 2021.

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.

4.01 ITEMS

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

B. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this

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

5.01 COSTS

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

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

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

12.01 CITY'S REPRESENTATIVE

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

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

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf.

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed

to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

1. When delivered personally to the recipient's address as stated in this Agreement;
or

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

Notice to Vendor:

Elliott Electric Supply
12555 Harris Branch Parkway #105
Manor, Texas 78653

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.

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Elliott Electric Supply

By: RLH
Printed Name: ROBERT A. FLORES
Title: TREASURER
Date Signed: 5-11-20

Exhibit "A"

City of Round Rock, Texas
Price Sheet
Elliott Electric Supply
BuyBoard Contract 577-18

The City of Round Rock would like to enter into a contract with Elliott Electric Supply per the terms of Buy Board Contract 577-18. The City intends to purchase from this contract Building Maintenance, Repair and Operations Supplies and Equipment in a total amount not to exceed \$150k

Contract Term: Effective from date of execution and will expire on 11/30/2021, per the terms of BuyBoard Contract No. 577-18

Special Instructions: Complete pricing below and submit copy of price list or catalog.

Section I: Building Maintenance, Repair and Operations Supplies and Equipment

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Electrical Supplies, Materials and Equipment	Please state the discount (%) off catalog/pricelist for Electrical Supplies, Materials and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered	5%	elliott_electric_577-18	
3	Discount (%) Off Catalog/Pricelist for Various Types of Lamps and Ballasts	Please state the discount (%) off catalog/pricelist for Various Types of Lamps and Ballasts. Catalog/Pricelist MUST be included or proposal will not be considered	81%	elliott_electric_577-18	
10	Discount (%) Off Catalog/Pricelist for All Types of Fasteners and Hardware Products	Please state the discount (%) off catalog/pricelist for All Types of Fasteners and Hardware Productst. Catalog/Pricelist MUST be included or proposal will not be considered	15%	elliott_electric_577-18	
19	Discount (%) Off Catalog/Pricelist for Hand Tools	Please state the discount (%) off catalog/pricelist for Ehand Tools. Catalog/Pricelist MUST be included or proposal will not be considered	30%	elliott_electric_577-18	

Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #524

COMPANY NAME: Elliott Electric Supply

SIGNATURE OF AUTHORIZED: *Kody King*

PRINTED NAME: Kody King

PHONE NUMBER: 512-246-8001

EMAIL ADDRESS: kodyking@elliottelectric.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 3310 N. University Drive Nacogdoches TX 75965-	CONTACT NAME: Denise Moreau	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 936-564-0221	E-MAIL ADDRESS: denise.moreau@bxsi.com	
INSURED Elliott Electric Supply, Inc. P. O. Box 630610 Nacogdoches TX 75963-0610	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Insurance Company		29424
	INSURER B: Hartford Underwriters Insurance Company		30104
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2014520307

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61UENHN2347	12/25/2019	12/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61UENHN0108	12/25/2019	12/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61RHUHH8068	12/25/2019	12/25/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	61WBAC2SSM	12/25/2019	12/25/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Elliott Electric Supply, Inc.
Nacogdoches, TX United States

Certificate Number:
2020-643970

Date Filed:
07/14/2020

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

City of Round Rock

Date Acknowledged:

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

Buy Board Contract 577-18
Building Maintenance, Repair and Operations Supplies and Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Elliott, Bill	Nacogdoches, TX United States	X	
	Elliott, Billy	Nacogdoches, TX United States	X	
	Flores, Robert	Nacogdoches, TX United States	X	

5 Check only if there is NO Interested Party. ☐

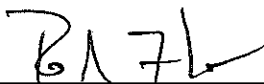
6 UNSWORN DECLARATION

My name is Robert A. Flores, and my date of birth is [REDACTED]

My address is 2526 North Stallings Drive, Nacogdoches, TX, 75963, USA
(street) (city) (state) (zip code) (country)

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

Executed in Nacogdoches County, State of Texas, on the 14th day of July, 2020
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Iteris, Inc. for traffic control products, supplies, and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$450,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0197

This award recommendation is for the City of Round Rock - Transportation Department to establish a contract with Iteris, Inc. for purchase of traffic control products, supplies, and equipment needed to support City operations - in accordance with the BuyBoard Contract No. 608-20.

This contract was established through a competitively bid cooperative process.

Awarded Vendor:

Iteris, Inc.
1700 Carnegie Ave., Suite 100
Santa Ana, CA 92705

Contract Term:

Contract Expires 5/31/2023

Contract Amount:

Not to Exceed \$450,000

Cost: \$450,000

Source of Funds: General Fund

RESOLUTION NO. R-2020-0197

WHEREAS, the City of Round Rock (“City”) desires to purchase traffic control products, supplies and equipment; and

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

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

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

WHEREAS, Iteris, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Iteris, Inc. through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Traffic Control Products, Supplies, and Equipment with Iteris, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 23rd day of July, 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 TRAFFIC CONTROL PRODUCTS,
SUPPLIES, AND EQUIPMENT
WITH
ITERIS, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement is for the purchase traffic control products, supplies and equipment, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the _____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 E. Main St, Round Rock, Texas 78664, referred to herein as the "City," and ITERIS, INC., whose offices are located at 1700 Carnegie Avenue, Suite 100, Santa Ana, California 92705, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase traffic control products, supplies and equipment;
and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #608-20;
and

WHEREAS, City desires to purchase certain goods from Vendor through Buy Board as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

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

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

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

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

E. **Vendor** means Iteris, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE; TERM

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

B. This Agreement shall expire on May 31, 2023.

3.0 SCOPE OF WORK

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

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

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

4.0 COSTS

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

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00)** for the term of this Agreement.

5.0 INVOICES

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

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

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf.

11.0 CITY'S REPRESENTATIVE

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

Bobby Mercer, Superintendent
Transportation Department
3400 Sunrise Road
Round Rock, TX 78665
(512) 341-3309
bmercer@roundrocktexas.gov

12.0 DEFAULT

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

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

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

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

13.0 TERMINATION AND SUSPENSION

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

B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected services and will schedule the removal of the affected equipment. The City will be responsible only for amounts due and owing for the terminated affected services and affected equipment up through the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

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

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

Notice to Vendor:

Iteris, Inc.
1700 Carnegie Ave., Ste 100
Santa Ana, CA 92705

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

18.0 EXCLUSIVE AGREEMENT

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

19.0 DISPUTE RESOLUTION

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

20.0 SEVERABILITY

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

21.0 MISCELLANEOUS PROVISIONS

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

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated time frame. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

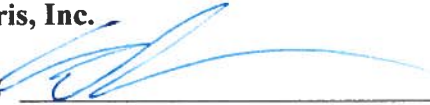
C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

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

[Signatures on the following page.]

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

Iteris, Inc.

By: 
Printed Name: Scott Carlson
Title: Vice President
Date Signed: June 18, 2020

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

City of Round Rock, Texas

Price Sheet

Iteris, Inc.

BuyBoard Contract 608-20

The City of Round Rock would like to enter into a contract with Iteris, Inc. per the terms of Buy Board Contract 608-20. The City intends to purchase from this contract Traffic Control Products, Supplies, and Equipment in an amount not to exceed **\$450,000**.

Contract Term: Effective from date of execution and will expire on 05/31/2023, per the terms of BuyBoard Contract No. 608-20.

Special Instructions: Complete pricing below and submit copy of price list or catalog.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
Section I: Highway Equipment, Products, and Supplies					
1	Discount (%) Off Catalog/Pricelist for Highway Safety Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
2	Discount (%) Off Catalog/Pricelist for Traffic Control Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for Traffic Control Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	10 _____ %	Iteris 608-20 BuyBoard Catalog	
3	Discount (%) Off Catalog/Pricelist for Pavement Marking Supplies and Equipment	Please state the discount (%) off catalog/pricelist for Pavement Marking Supplies and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
4	Discount (%) Off Catalog/Pricelist for Delineation Products and Object Markers	Please state the discount (%) off catalog/pricelist for Delineation Products and Object Markers. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
5	Discount (%) Off Catalog/Pricelist for Road Signs, Posts, and Hardware	Please state the discount (%) off catalog/pricelist for Road Signs, Posts, and Hardware. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
6	Discount (%) Off Catalog/Pricelist for Fire Hydrants and Accessories	Please state the discount (%) off catalog/pricelist for Fire Hydrants and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
7	Discount (%) Off Catalog/Pricelist for Wheel Wash System (In Ground)/ (Above Ground)	Please state the (%) off catalog/pricelist for Wheel Wash System (In Ground)/ (Above Ground). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
8	Discount (%) Off Catalog/Pricelist for Locking Systems for Highway/Safety Products	Please state the discount (%) off catalog/pricelist for Locking Systems for Highway/Safety Products. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
9	Discount (%) Off Catalog/Pricelist for Animal Cages, Traps, and Accessories for Roads and Highways	Please state the discount (%) off catalog/pricelist for Animal Cages, Traps, and Accessories for Roads and Highways. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		


10	Discount (%) Off Catalog/Pricelist for Herbicides and Weed Control Products for Roads and Highways	Please state the discount (%) off catalog/pricelist for Herbicides and Weed Control Products for Roads and Highways. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
11	Discount (%) Off Catalog/Pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies	Please state the discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
12	Discount (%) Off Catalog/Pricelist for All Other Related Highway Safety and Traffic Control Products	Please state the discount (%) off catalog/pricelist for All Other Related Highway Safety and Traffic Control Products. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
13	Discount (%) Off Catalog/Pricelist for Maintenance/Warranty Agreements for Equipment and Systems of Various Brands	Please state the discount (%) off catalog/pricelist for Maintenance/Warranty Agreements for Equipment and Systems of Various Brands. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section II: Installation and Repair Service					
Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
14	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour		
15	Not to Exceed Hourly Labor Rate for Weed Control Service for Roads and Highways	Hourly Labor Rate for Weed Control Service for Roads and Highways - State the Not to Exceed hourly labor rate for Weed Control Service for Roads and Highways.	\$ _____/Hour		
Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #603-20					
COMPANY NAME: Iteris, Inc.					
SIGNATURE OF AUTHORIZED REPRESENTATIVE: 					
PRINTED NAME: Scott Carlson					
PHONE NUMBER: 714-724-7089					
EMAIL ADDRESS: sec@iteris.com					

Exhibit "A"

JOHN DRAKE

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email: jgd@iteris.com, web site: www.iteris.com

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SIEMENS
EAGLE
Eagle Group of Networks



Agency:

BUY BOARD

Project Name:

608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
TS2-16-GROUND MOUNT(TXDOT)	TXDOT NEMA TS2 16 POSITION GROUND MOUNT CONTROLLER CABINET WITH SIEMENS CONTROLLER	1	\$13,000.00	\$11,700.00
TS2-12-POLE MOUNT(TXDOT)	TXDOT NEMA TS2 12 POSITION POLE MOUNT CABINET WITH SIEMENS CONTROLLER	1	\$11,995.00	\$10,795.50
TACTICS MARC	TACTICS SEMARC 1-5 USER	1	\$13,889.00	\$12,500.10
VECTOR	VECTOR DETECTOR ASSEMBLY	1	\$3,777.78	\$3,400.00
VECTOR-NEXT	VECTOR-NEXT DETECTOR ASSEMBLY	1	\$3,777.78	\$3,400.00
EDGE-CONNECT	Iteris Vantage Ethernet Communication Module with Quad view	1	\$2,250.00	\$2,025.00
Velocity-SM/ant-sh-bkt	VELOCITY SHELF MOUNT W/ ANT-SH- BKT	1	\$2,778.00	\$2,500.20
Velocity-RM/ant-sh-bk	VELOCITY RACK MOUNT W/ ANT-SH- BKT	1	\$2,723.00	\$2,450.70
EDGE2-2N-TX	Iteris Vantage Edge2 Processor - 2 Camera Input, 24VDC	1	\$2,611.11	\$2,350.00
8130-0400-XXX	OS9 MASTER/LOCAL CONTROLLER UNIT	1	\$2,808.00	\$2,527.20
8132-0000-XXX	M60 NEMA LINUX CONTROLLER	1	\$2,326.00	\$2,093.40
8132-1900-XXX	M60 NEMA LINUX CONTROLLER WITH FSK	1	\$2,326.00	\$2,093.40
8132-0300-XXX	M60 NEMA LINUX CONTROLLER WITH PORT 3	1	\$2,674.00	\$2,406.60
8133-0000-XXX	M62 ATC LITE CONTROLLER	1	\$2,961.00	\$2,664.90
8133-0004-XXX	M62 ATC FULL BLOWN CONTROLLER	1	\$3,230.00	\$2,907.00
8132-0400-XXX	M60 MASTER/LOCAL NEMA LINUX CONTROLLER	1	\$2,809.00	\$2,528.10
EDGE2-1N-TX	Iteris Vantage Edge2 Processor - 1 Camera Input, 24VDC	1	\$1,834.00	\$1,650.60
ISOCBL-1000	Composite 8281 Coax, 16 AWG Power Cable, 1,000 foot Roll	1	\$1,334.00	\$1,200.60
Velocity-Server	Server, Dell with Host Software, Windows OS	1	\$1,112.00	\$1,000.80

Exhibit "A"

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email: jgd@iteris.com, web site: www.iteris.com

Iteris, Inc. 1700 Carnegie Ave, Suite 100, Santa Ana, CA 92705-5551	iteris® Vantage Pegasus™	SIEMENS EAGLE Solutions, Controls & Systems	  
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Agency: BUY BOARD
Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
TRAINING	Iteris-Training(MinQty-1)-Detection System, Vehicle, Training for Installation, Set-Up, and Operations of a VIVDS Intersection, Iteris Part No. Iteris Training (NOTE: Unit price for training will be priced per hour)Video Imag	1	\$1,112.00	\$1,000.80
ADVANCED LAMVIEW	LENS ADJUSTMENT TOOL WITH MONTITOR	1	\$1,112.00	\$1,000.80
CONTROLLER INSTALLATION/INTEGRATION	raffic Signal Installation and Integration Assistance by Factory Trained Personnel (per day)	1	\$1,112.00	\$1,000.80
RZ4A-WDR-PAK	Iteris Vantage Wide Dynamic Range Color Camera Assembly	1	\$1,056.00	\$950.40
CAM-RZ4C-PAK	Iteris Vantage Color Camera Assembly - Model CAM-RZ4C - RS 170 Motorized Zoom Lens, 115VAC, with power/coax connector set	1	\$834.00	\$750.60
TS2IM-PAK	Iteris Vantage TS2 Interface Module (BIU)	1	\$723.00	\$650.70
SDLC-IM-PAK	SDLC Comm module for TS1 an Caltrans applications	1	\$889.00	\$800.10
IO32-PAK	TS1 Input/Output Module Assembly, Output Cable, Input Cable, Extension Module Cable, and Users Manua	1	\$667.00	\$600.30
VRACK3-TS2-PS	TS2 Card Rack and Power Supply for VIVDS Processors, 3 Configurable Slots, Postion 1 Dedicated to Power Supply, Position 2 Dedicated for BIU or Iteris TS2 IM	1	\$556.00	\$500.40
VRACK4-TS1-PS	Iteris Detector Rack with Power Supply for TS1	1	\$556.00	\$500.40
REPAIR	Flat Rate Charge for Repairs to VIVDS Cameras and/or Processors, Iteris Part No. Edge/Camera RepairVideo Imaging Video Detection System (VIVDS)	1	\$500.00	\$450.00
TURNONKIT	ITERIS TOOL KIT, STRIPPER, CRIMPER, INSERTION/EXTRACTION TOOL, COAX STRIPPER, COAX CRIMPER, CUTTER	1	\$334.00	\$300.60
EDGE2EM4-PAK	Iteris Vantage Edge2 Extension Module - 4 Channel, 24VDC	1	\$323.00	\$290.70
EDGE2EM2-PAK	Iteris Vantage Edge2 Extension Module - 2 Channel, 24VDC	1	\$295.00	\$265.50

Exhibit "A"

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Agency: BUY BOARD
Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
SURGEPAN-TX	Iteris Surge Panel with mounting clips for up to 6 Supressors (SURGEVAN)	1	\$167.00	\$150.30
AS-0175-74-120-PNC	Camera Bracket, 1-Piece Adjustable Stellar, 74" Tube, 120" Galv Cable, Alum	1	\$170.00	\$153.00
Lilliput 319GL-70NP	7" Color Monitor, w/ BNC connector (for use with RZ4C cameras)	1	\$139.00	\$125.10
AS-0175-74-62-PNC	Camera Bracket, 1-Piece Adjustable Stellar, 74" Tube, 62" Galv Cable, Alum	1	\$160.00	\$144.00
Deutschconn	12-pin connector with shell (package of 4)	1	\$112.00	\$100.80
BNCRETRO-PAK	BNC Connector Retrofit Pack of 12 (ea includes, 1 BNC, Rubber Boot, Grease, and Instructions)	1	\$73.00	\$65.70
SURGEVAN	Video Surge Supressor with one FCABLE	1	\$56.00	\$50.40
CAMBRKT4	Iteris Side of Pole Universal Mount Camera Bracket	1	\$56.00	\$50.40
VRAS	Iteris-VRAS(MinQty-1)-Detection System, Vehicle, Central Control Communications Software for Set-Up and Monitoring VIVDS Intersections,	1	\$6.00	\$5.40
Next-CCU-Pak	Vantage Next CCU unit, 1U, supports up to 2 Next -DVP's, ship kit	1	\$2,445.00	\$2,200.50
Next-CCU-SM-TS2-Pak	Vantage Next CCU unit, Shelf Mount with embedded processors (No DVP's needed), ship kit	1	\$8,334.00	\$7,500.60
Next-DVP-Pak	Vantage Next Dual Video Processor, supports 2 Next-Cam	1	\$2,778.00	\$2,500.20
Next-Cam-Pak	Vantage Next WDR Camera	1	\$1,167.00	\$1,050.30
Next-System-4-Pak	4 Cam Vantage Next System, 1U-CCU, 2 Next DVP, 4 Next-Cam-BH, ship kit	1	\$12,667.00	\$11,400.30
Next-System-4-SM-TS2-Pak	4 Cam Vantage Next System, 1 Shelf Mount CCU with embedded processors (No DVP's needed), 4 Next-Cam, ship kit	1	\$13,000.00	\$11,700.00
Rad-CCU-Pak	Vantage Radius CCU unit, 1U, box supports up to 2 Rad-Procs, ship kit	1	\$2,445.00	\$2,200.50

Exhibit "A"

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email: jgd@iteris.com, web site: www.iteris.com

Iteris, Inc. 1700 Carnegie Ave, Suite 100, Santa Ana, CA 92705-5551	iteris® Vantage Pegasus™	SIEMENS EAGLE	
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Agency: BUY BOARD
Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
Rad-CCU-SM-TS2-Pak	Vantage Radius CCU unit, Shelf Mount with embedded processors (No Rad-Proc's needed), ship kit	1	\$8,334.00	\$7,500.60
Rad-Proc	Vantage Radius Dual Processor, supports 2 Rad-Sensor	1	\$2,611.11	\$2,350.00
Rad-Sensor-Pak	Vantage Radius Sensor	1	\$2,223.00	\$2,000.70
Rad-System-4-Pak	4 Sensor Vantage Radius System, 1U CCU, 2 Rad-Proc, 4 Rad-Sensor-BH, ship kit	1	\$16,645.00	\$14,980.50
Rad-System-4-SM-TS2-Pak	4 Sensor Vantage Radius System, 1 Shelf Mount CCU with embedded processors (No Rad-Proc needed), 4 Rad-Sens-BH, ship kit	1	\$17,223.00	\$15,500.70
Next-Rad-DT	Diagnostic tool for Next/Radius	1	\$1,000.00	\$900.00
Cat5E-Shld-Cable	1000' spool UV Resistant Cat 5E Bulk cable for Next/Radius Systems	1	\$255.56	\$230.00
Mon-8HDMI	8" Color LCD Monitor, 1 composite, 1 HDMI input for use with Next or Radius	1	\$167.00	\$150.30
Mon-10LCD-SL	10" Color Monitor, Sunlight Viewable, 2 composite, 1 VGA, 1 HDMI input for use with Next or Radius	1	\$473.00	\$425.70
AAD15288P004	Siemens M60 Controller Comm Module, Port 3 and FSK	1	\$417.00	\$375.30
AAD15288P003	Siemens M60 Controller Comm Module, Port 3	1	\$195.00	\$175.50
AS-3009-120-PNC	Radio mounting bracket (requires mast)	1	\$107.00	\$96.30
SE-0484-74-PNC	Radio mounting mast -10'	1	\$57.00	\$51.30
CNGE3FE8MS	Ethernet Switch for use with Iteris EdgeConnect, Pegasus or Siemens Controller. Hardened, Managed 11 Port- 2x100/1000/2500FX+1.100/1000FX SFP Ports, 8.10/100TX Ports, includes power supply (SFP's not included)	1	\$1,404.00	\$1,263.60

Exhibit "A"

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Agency: BUY BOARD
Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
CNGE8MS/DIN	8-Port 10/100/1000Mbps Hardened Managed Ethernet Switch (SFP'S not included)	1	\$1,105.00	\$994.50
CNFE8TX8US	Unmanaged Switch, 8 Port, 100Mbps, 8 Copper, SFP Sold Separately	1	\$675.00	\$607.50
MP-2000E/BATT CAB	Battery Backup System (BBU), TxDOT Approved	1	\$5,325.00	\$4,792.50
MP-2000E/BATT CAB-GEN	Battery Backup System (BBU), WITH GEN INPUT	1	\$5,660.00	\$5,094.00
VP-58AC-I	5GHz 802.11AC 300 Mb MIMO Radio with 19db Integrated Antenna, POE and Mount (Gen 2 enclosure)	1	\$939.00	\$845.10
VP-58AC-I-Kit	5GHz 802.11AC 300 Mb MIMO Radio with 19db Integrated Antenna, Radio, POE and Mount, 150' Cat 5E cable (Gen 2 enclosure)	1	\$1,012.00	\$910.80
VP-58AC-C	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount (Gen 2 enclosure, will require antenna)	1	\$1,030.00	\$927.00
VP-58AC-C-Kit	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount, 150' Cat 5E cable (Gen 2 enclosure, will require antenna)	1	\$1,110.00	\$999.00
VP-58ACH-I	5GHz 802.11AC 300 Mb MIMO Radio with 24 db Integrated Antenna, POE and Mount (Gen 1 enclosure)	1	\$1,348.00	\$1,213.20
VP-58ACH-I-Kit	5GHz 802.11AC 300 Mb MIMO Radio with 24 db Integrated Antenna, Radio, POE and Mount, 150' Cat 5E cable (Gen 1 enclosure)	1	\$1,427.00	\$1,284.30
VP-58ACH-C	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount (Gen 1 enclosure, will require antenna)	1	\$1,189.00	\$1,070.10
VP-58ACH-C-Kit	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount, 150' Cat 5E cable (Gen 1 enclosure, will require antenna)	1	\$1,268.00	\$1,141.20
VP-58ACL-I	5GHz 802.11AC 300 Mb MIMO Radio with 20db Integrated Antenna, POE and Mount (Gen 1 enclosure)	1	\$1,189.00	\$1,070.10

Exhibit "A"

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Agency:

BUY BOARD

Project Name:

608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
VP-58ACL-I-Kit	5GHz 802.11AC 300 Mb MIMO Radio with 20db Integrated Antenna, Radio, POE and Mount, 150' Cat 5E cable (Gen 1 enclosure)	1	\$1,306.00	\$1,175.40
VP-58AC-TP	5GHz 802.11AC 300 Mb MIMO TwistPort Radio, POE and Mount (will require antenna)	1	\$1,224.00	\$1,101.60
VP-58AC-TP-Kit	5GHz 802.11AC 300 Mb MIMO TwistPort Radio, POE and Mount, 150' Cat 5E cable (will require antenna)	1	\$1,306.00	\$1,175.40
VP-24N-C	5GHz 802.11AC 150 Mb MIMO Connectorized Radio, POE and Mount (Gen 2 enclosure, will require antenna)	1	\$872.00	\$784.80
VP-24N-C-Kit	Connectorized Radio, POE and Mount, 150' Cat 5E cable (Gen 2 enclosure, will require antenna)	1	\$951.00	\$855.90
AT-PD5823B88-ARC	Dual Pol 5.8GHz 24 db Panel Antenna, Mount, 2xNF Connector	1	\$276.00	\$248.40
AT-PD5820B88-ARC	Dual Pol 5.8GHz 20 db Panel Antenna, Mount, 2xNF Connector	1	\$128.00	\$115.20
AT-21SEVAR-58D	5.8 GHz 21 db ADJ DUAL POL Sector Antenna, Mount, 2X NF CONNECTOR	1	\$250.00	\$225.00
AT-18SEVAR-58D	5.8 GHz 18 db ADJ DUAL POL Sector Antenna, Mount, 2X NF CONNECTOR	1	\$146.00	\$131.40
AT-17SE90-58CC	5.8 GHz 17 db 90 Deg Dual Pol Sector Antenna, Mount, SMA Connector	1	\$241.00	\$216.90
AT-V5GTI-D	5.8 GHz 19 db 60-120 Deg Dual Pol Sector Antenna, Mount, SMA Connector	1	\$424.00	\$381.60
SH-CC-5-30	5.8 GHz 18 db 30 Deg Dual Pol Horn Sector Antenna, Mount, N Connector	1	\$407.00	\$366.30
SH-TP-5-30	5.8 GHz 18 db 30 Deg Dual Pol TwistPort Horn Sector Antenna, Mount	1	\$278.00	\$250.20

Exhibit "A"

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Agency:

BUY BOARD

Project Name:

608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
SH-CC-5-60	5.8 GHz 14 db 60 Deg Dual Pol Horn Sector Antenna, Mount, N Connector	1	\$407.00	\$366.30
SH-TP-5-60	5.8 GHz 14 db 60 Deg Dual Pol TwistPort Horn Sector Antenna, Mount	1	\$241.00	\$216.90
SH-CC-5-90	5.8 GHz 10 db 90 Deg Dual Pol Horn Sector Antenna, Mount, N Connector	1	\$407.00	\$366.30
SH-TP-5-90	5.8 GHz 14 db 90 Deg Dual Pol TwistPort Horn Sector Antenna, Mount	1	\$204.00	\$183.60
AT-ULD5-550	5.8 GHz 27 db 550mm Dual Pol TwistPort Dish Antenna, Mount	1	\$239.00	\$215.10
AT-ULD5-400	5.8 GHz 24 db 400mm Dual Pol TwistPort Dish Antenna, Mount	1	\$184.00	\$165.60
AT-ULH5-24	5.8 GHz 24 db Dual Pol TwistPort Horn Antenna, Mount	1	\$739.00	\$665.10
AT-5SBX-24	2.4GHz 5 db Omni Antenna, SMA connector	1	\$19.00	\$17.10
AT-100M-24D	2.4GHz 10 db Omni Antenna, SMA connector	1	\$350.00	\$315.00
AT-100M-58D	5.8GHz 10 db Omni Antenna, SMA connector	1	\$239.00	\$215.10
NC-1FT	1 FT INDOOR CAT5 PATCH CABLE	1	\$8.00	\$7.20
NC-5FT	5 FT INDOOR CAT5 PATCH CABLE	1	\$11.00	\$9.90
NC-150FT-ODS	150 FT OUTDOOR UV RATED CAT5 SHIELDED PATCH CABLE	1	\$101.00	\$90.90

Exhibit "A"

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EAGLE
Solutions, Controls & Systems



Agency:

BUY BOARD

Project Name:

608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
NC-50FT-ODS	50 FT OUTDOOR UV RATED CAT5 SHIELDED PATCH CABLE	1	\$61.00	\$54.90
BC-CAT5-1000S	1000 FT OUTDOOR RATED CAT5 SHIELDED BULK CABLE (For Radios)	1	\$253.00	\$227.70
AD-CON-100-S	GROUNDING RJ45 CRIMP CONNECTOR 100 PACK	1	\$91.00	\$81.90
PT-RSMAM-NM1	1 METER LMR240 SMA TO NM CABLE	1	\$33.00	\$29.70

Exhibit "A"

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Agency:

BUY BOARD

Project Name:

608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
PT-RSMAM-NM3	3 METER LMR240 SMA TO NM CABLE	1	\$61.00	\$54.90
PE-18VS	18 VOUT POE SUPPLY FOR MUNI UNITS + SURGE	1	\$45.00	\$40.50
PE-18VS-G	18 VOUT GIGE POE SUPPLY FOR MUNI UNITS + SURGE	1	\$111.00	\$99.90
AT-SRG6	RF COAXIAL LIGHTNING PROTECTOR 2- 6 GHZ	1	\$51.00	\$45.90
AD-NM-RF	50 OHM NMALE DUMMY LOAD	1	\$21.00	\$18.90
AT-SEAL	OUTDOOR RF WEATHERPROOFING KIT BUTYL TAPE	1	\$45.00	\$40.50
MT-BR0701S01-ARC	ARTICULATING MOUNTING BRACKE KIT	1	\$51.00	\$45.90
TACTICS 30	TACTICS CENTRAL 1-30	1	\$33,708.00	\$30,337.20
TACTICS 50	TACTICS CENTRAL 1-50	1	\$61,798.00	\$55,618.20
TACTICS 100	TACTICS CENTRAL 1-100	1	\$84,270.00	\$75,843.00
TACTICS ENTERPRISE	TACTICS CENTRAL 1-400	1	\$121,348.00	\$109,213.20
TACTICS-VIEW	UPLOAD/DOWNLOAD	1	\$2,106.00	\$1,895.40
SBI-SYS-4	SMART CYCLE INDICATOR SYSTEM (4 LIGHT SYSTEM)	1	\$2,045.00	\$1,840.50
SBI-SYS-3	SMART CYCLE INDICATOR SYSTEM (3 LIGHT SYSTEM)	1	\$1,818.00	\$1,636.20
SBI-SYS-2	SMART CYCLE INDICATOR SYSTEM (2 LIGHT SYSTEM)	1	\$1,591.00	\$1,431.90
SBI-SYS-1	SMART CYCLE INDICATOR SYSTEM (1 LIGHT SYSTEM)	1	\$1,364.00	\$1,227.60

Exhibit "A"

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Agency:

BUY BOARD

Project Name:

608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
IR807G-LTE-NA-K9	807 Low-power Industrial ISR, 4G/LTE multimode for AT&T N.America	1	\$1,475.56	\$1,328.00
FW-WP7500-LY	Additional FW for WP7500	1	\$0.00	\$0.00
SL-810-ADVSEC	810 Series Advance Security Software License	1	\$0.00	\$0.00
SL-810-AIS	810 Series Advance IP Services License	1	\$0.00	\$0.00
S807UK9-15803M	Cisco IR807 IOS UNIVERSAL	1	\$0.00	\$0.00
FW-WP7504-AT	FW for WP7504 AT&T	1	\$0.00	\$0.00
IR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	\$0.00	\$0.00
C1-PI-LFAS-ISR-K9	Cisco ONE PI Device License for LF, AS, & IWAN App for ISR	1	\$0.00	\$0.00
C1-IOTFND-IR800	Cisco ONE IoT FND device license for managing IR 800	1	\$0.00	\$0.00
C1F1VIR8X9-03	Tracker PID v03 Fnd Perpetual IR8X9 - no delivery	1	\$0.00	\$0.00
C1F1PIR8X9	Cisco ONE Foundation Perpetual IR 8X9	1	\$142.22	\$128.00
4G-AE010-R	Single Unit antenna Extension Base (10 foot cable included)	1	\$150.75	\$135.68
IR807-DINRAIL	Din Rail kit for the IR807	1	\$14.22	\$12.80
IR807-VM-DINRAIL	Vertical mounting Din Rail kit for the IR807	1	\$42.67	\$38.40
IR-CAB-CON-USB	Console Cable 6ft with USB Type A and mini-B	1	\$21.33	\$19.20
ANT-3-4G2G1-O	3 in 1 outdoor antenna- 4G/LTE-2, GPS-1	1	\$352.00	\$316.80
IR807G-LTE-VZ-K9	807 Low-power Industrial ISR, 4G/LTE multimode for Verizon	1	\$1,475.55	\$1,328.00
FW-WP7601-807-VZ	FW for WP7601 Verizon on IR807	1	\$0.00	\$0.00
FW-WP7600-LY	Additional FW for WP7600	1	\$0.00	\$0.00
SL-810-ADVSEC	810 Series Advance Security Software License	1	\$0.00	\$0.00
SL-810-AIS	810 Series Advance IP Services License	1	\$0.00	\$0.00
OEM-PRI-WP7601	Cisco OEM PRI for WP7601	1	\$0.00	\$0.00
S807UK9-15803M	Cisco IR807 IOS UNIVERSAL	1	\$0.00	\$0.00
IR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	\$0.00	\$0.00
S807UK9-15803M	Cisco IR807 IOS UNIVERSAL	1	\$0.00	\$0.00
C1-PI-LFAS-ISR-K9	Cisco ONE PI Device License for LF, AS, & IWAN App for ISR	1	\$0.00	\$0.00
C1-IOTFND-IR800	Cisco ONE IoT FND device license for managing IR 800	1	\$0.00	\$0.00

Exhibit "A"

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Agency: BUY BOARD
Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
C1F1VIR8X9-03	Tracker PID v03 Fnd Perpetual IR8X9 - no delivery	1	\$0.00	\$0.00
IR1101-K9	Cisco IR1101 Industrial Integrated Services Router Rugged	1	\$782.22	\$704.00
SIR1101UK9-1611	Cisco IR 1101 Series IOS XE Universal	1	\$0.00	\$0.00
4G-LTE-ANTM-O-3-B	4G LTE 3 in 1 outdoor Black antenna 700MHz-2600MHz bands	1	\$711.11	\$640.00
IR1101-DINRAIL	Din Rail kit for the IR1101	1	\$42.67	\$38.40
IR-CAB-CON-USB	Console Cable 6ft with USB Type A and mini-B	1	\$21.33	\$19.20
SL-IR1101-NE	Network Essentials License for Cisco IR1101 Industrial ISR	1	\$426.67	\$384.00
P-LTEA-EA	CAT6 LTE Advanced Pluggable for Europe and North America	1	\$640.00	\$576.00
IR829-2LTE-EA-BK9	829 Industrial ISR, LTE multimode US, 802.11n FCC	1	\$2,688.89	\$2,420.48
IR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	\$0.00	\$0.00
SWAP1530-81-A1-K9	Cisco AP1530 Series Unified WiFi 8.1 Software Release	1	\$0.00	\$0.00
SWAP1530-81A-A1-K9	Cisco AP1530 Series Autonomous WiFi 8.1 Software Release	1	\$0.00	\$0.00
SL-IR800-DATA-K9	Data License for Cisco IR800 series routers	1	\$0.00	\$0.00
SL-IR800-IPB-K9	IP Base License for Cisco IR800 series routers	1	\$0.00	\$0.00
SL-IR800-SEC-K9	Security License for Cisco IR800 series routers	1	\$0.00	\$0.00
OEM-PRI-MC7455	Cisco OEM PRI Load for MC7455	1	\$0.00	\$0.00
CWE-7455-LTE-VZ	FW Switching Load for 7455 Verizon	1	\$0.00	\$0.00
CWE-7455-LTE-ST	FW Switching Load for 7455 Sprint	1	\$0.00	\$0.00
CWE-7455-LTE-AT	FW Switching Load for 7455 AT&T	1	\$0.00	\$0.00
FW-7455-LTE-ST	FW Switching Load for 7455 Sprint	1	\$0.00	\$0.00
IR-PWR-G2A-NA	IR800 G2A Power Cords - North America	1	\$0.00	\$0.00
FW-7455-LTE-AT	FW Switching Load for 7455 AT&T and T-Mobile	1	\$0.00	\$0.00
FW-7455-LTE-VZ	FW Switching Load for 7455 Verizon	1	\$0.00	\$0.00
S800IUK9-15703M	Cisco IR800 Series UNIVERSAL	1	\$0.00	\$0.00
AIR-ANT2524DB-R	2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., Blk, RP-TNC	2	\$64.00	\$57.60
IR829-DC-PWRCORD	DC Power Cord for IR829	1	\$21.33	\$19.20
4G-CAB-ULL-20	20-ft (6M) Ultra Low Loss LMR 400 Cable with TNC Connector	4	\$1,137.77	\$1,024.00
ANT-5-4G2WL2G1-O	5 in 1 outdoor antenna- 4G/LTE-2, WLAN-2, GPS-1	1	\$494.22	\$444.80
ANT-2-4G2-O	2 in 1 outdoor antenna- 4G/LTE-2	1	\$280.89	\$252.80

Exhibit "A"

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Agency: BUY BOARD
 Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
IR800-IL-POE	POE / 802.3af compatible POE module for IR800	1	\$213.34	\$192.00
IR829-PWR125W-AC=	PWRSPLY AC/DC for IR829	1	\$117.34	\$105.60
IC3000	Bundle with IC3000 gateway, FND, and power supply	1	\$0.00	\$0.00
IOTFND-SOFTWARE-K9	IoT Field Network Director	1	\$0.00	\$0.00
IOTFND-IC3000	IoT FND License for Managing IC3000 Industrial compute-60 month	1	\$2,958.00	\$2,662.20
SVS-IOTFND-SUPT-B	IOTFND Support	1	\$0.00	\$0.00
IC3000-2C2F-K9	Industrial Compute appliance	1	\$2,446.94	\$2,202.24
SW-IC3000-U-K9	Cisco Software for IC3000 Industrial Compute Gateway	1	\$0.00	\$0.00
PWR-IE50W-AC-IEC=	AC Power Module w/ IEC Plug	1	\$334.23	\$300.80
CAB-AC-RA	Power Cord,110V, Right Angle	1	\$0.00	\$0.00
IE-4000-8GT8GP4G-E	IE 4000 8 x RJ45 10/100/1000 with 8 x 1G PoE, 4 x 1G Combo ,	1	\$6,966.76	\$6,270.08
IE4000-DNA-A-M	IE 4000 DNA Advantage (24 ports)	1	\$0.00	\$0.00
IE4000-DNA-A-M-5Y	IE 4000 DNA Advantage (24 ports), 5 Year Term license	1	\$1,479.12	\$1,331.20
PWR-IE170W-PC-AC=	IE family power supply 170W. AC to DC	1	\$1,341.87	\$1,207.68
GLC-LX-SM-RGD=	1000Mbps Single Mode Rugged SFP	2	\$1,605.69	\$1,445.12
IE-2000-16TC-G-E	IE 16 10/100,2 FE SFP+2 T/SFP, Base with 1588	1	\$2,200.00	\$1,980.80
SD-IE-1GB	IE 1GB SD Memory Card for IE2000, IE3010	1	\$64.00	\$57.60
IE2000-DNA-E-M	IE 2000 DNA Essentials (24 ports)	1	\$0.00	\$0.00
IE2000-DNA-E-M-5Y	IE 2000 DNA Essentials (24 ports), 5 Year Term license	1	\$476.45	\$428.80
PWR-IE50W-AC=	IE3000/2000 AC Power Module (updated)	1	\$334.22	\$300.80
GLC-LX-SM-RGD=	1000Mbps Single Mode Rugged SFP	2	\$1,605.69	\$1,445.12
IE-3300-8P2S-E	Catalyst IE3300 Rugged Series Modular System PoE, NE Layer3	1	\$5,308.45	\$4,777.60
SD-IE-4GB	IE 4GB SD Memory Card for IE	1	\$256.00	\$230.40
IE3300-DNA-A	Cisco DNA Advantage license for IE3300 Series	1	\$0.00	\$0.00
IE3300-DNA-A-5Y	IE 3300 DNA Advantage 3 Year Term license	1	\$1,479.12	\$1,331.20
PWR-IE170W-PC-AC=	IE family power supply 170W. AC to DC	1	\$1,341.87	\$1,207.68
GLC-LX-SM-RGD=	1000Mbps Single Mode Rugged SFP	2	\$1,605.69	\$1,445.12
IE-3300-8T2S-E	Catalyst IE3300 Rugged Series Modular System, non PoE NE Layer2	1	\$2,357.34	\$2,121.60
IE3300-DNA-E	Cisco DNA Essentials license for IE3300 Series	1	\$0.00	\$0.00
SD-IE-4GB	IE 4GB SD Memory Card for IE	1	\$256.00	\$230.40

Exhibit "A"

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Agency: BUY BOARD
Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
IE3300-DNA-E-5Y	IE 3300 DNA Essentials, 5 Year Term license	1	\$476.45	\$428.80
PWR-IE170W-PC-AC=	IE family power supply 170W. AC to DC	1	\$1,341.87	\$1,207.68
GLC-LX-SM-RGD=	1000Mbps Single Mode Rugged SFP	2	\$1,605.69	\$1,445.12
IEM-3300-16T=	Catalyst IE3300 Rugged 16 Port GE Copper Exp Module	1	\$2,589.16	\$2,330.24
IEM-3300-16P=	Catalyst IE3300 Rugged 16 Port GE PoE+ Exp Module	1	\$5,799.83	\$5,219.84
IEM-3300-8S=	Catalyst IE3300 Rugged 8 Port SFP Fiber Exp Module	1	\$1,571.56	\$1,414.40
IE-4010-16S12P	IE4010 16x1G SFP and 12x10/100/1000 LAN BASE	1	\$5,400.89	\$4,860.80
RPS-IE5000-COVER	Power Supply Blank for IE5000	1	\$0.00	\$0.00
PWR-RGD-AC-DC-H	IE4010/5000 Hazloc Pwr Supply High AC/DC 85-264VAC/88-300VDC	1	\$497.78	\$448.00
SIE40UK9T-15204EC	Cisco IE4010 UNIVERSAL WITH WEB BASED DEV MGR	1	\$0.00	\$0.00
CAB-CONSOLE-USB	Console Cable 6ft with USB Type A and mini-B	1	\$71.12	\$64.00
IOT-TRANSPORTATION	Transportation Industry Solutions; For tracking only.	1	\$0.00	\$0.00
IOT-ROADWAYS	Connected Roadways: Intersections, Tolling; Tracking only	1	\$0.00	\$0.00
IE4010-DNA-A-H	IE 4010 DNA Advantage	1	\$0.00	\$0.00
IE4010-DNA-A-H-5Y	IE 4010 DNA Advantage, 5 Year Term license	1	\$2,161.78	\$1,945.60
IE-1000-6T2T-LM	IE-1000 GUI based L2 switch, 8 FE copper ports	1	\$769.43	\$692.48
PWR-IE50W-AC-IEC=	AC Power Module w/ IEC Plug	1	\$334.23	\$300.80
CAB-AC-RA	Power Cord, 110V, Right Angle	1	\$0.00	\$0.00
IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	\$17,928.54	\$16,135.68
RPS-IE5000-COVER	Power Supply Blank for IE5000	1	\$0.00	\$0.00
PWR-RGD-AC-DC-H	IE4010/5000 Hazloc Pwr Supply High AC/DC 85-264VAC/88-300VDC	1	\$497.78	\$448.00
SIE5UK9T-15204EA1	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	\$0.00	\$0.00
CAB-CONSOLE-USB	Console Cable 6ft with USB Type A and mini-B	1	\$71.12	\$64.00
IOT-TRANSPORTATION	Transportation Industry Solutions; For tracking only.	1	\$0.00	\$0.00
IOT-ROADWAYS	Connected Roadways: Intersections, Tolling; Tracking only	1	\$0.00	\$0.00
IE5000-DNA-A-H	DNA Advantage for IE 5000	1	\$0.00	\$0.00
IE5000-DNA-A-H-5Y	IE 5000 DNA Advantage, 5 Year Term license	1	\$2,161.78	\$1,945.60

Exhibit "A"

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Agency: BUY BOARD
Project Name: 608-20

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 10% DISCOUNTED PRICE
GLC-LX-SM-RGD=	1000Mbps Single Mode Rugged SFP	1	\$802.85	\$722.56
GLC-ZX-SM-RGD=	1000BASE-ZX Single Mode RuggedSFP	1	\$3,219.20	\$2,897.28
CON-SSSNT-IR807GLN	SOLN SUPP 8X5XNBD 807 Low-power Industrial ISR, 4G/LTE mul, 5 Year	1	\$913.15	\$821.84
CON-ECMUS-C1F1PIR8	SOLN SUPP SWSS Cisco ONE Foundation Perpetual IR 8X9, 5 Year	1	\$166.67	\$150.10
CON-SSSNT-IR807GLZ	SOLN SUPP 8X5XNBD 807 Low-power Industrial ISR, 4G/LTE mul, 1 Year	1	\$182.64	\$164.37
CON-ECMUS-C1F1PIR8	SOLN SUPP SWSS Cisco ONE Foundation Perpetual IR 8X9, 1 Year	1	\$33.36	\$30.02
CON-SSSNT-IR101K9K	SOLN SUPP 8X5XNBD Industrial ISR 1101, 1 Year	1	\$147.47	\$132.72
CON-SSSNT-IR8292LB	SOLN SUPP 8X5XNBD 829 Industrial ISR, 4G/LTE multimode ATT, 1 Year	1	\$354.42	\$318.97
CON-SNT-IC30002C	SNTC-8X5XNBD Industrial Compute aIndustrial Compute, 1 Year	1	\$241.41	\$217.27
CON-SNT-IE40008P	SNTC-8X5XNBD IE 4000 8 x RJ45 10/100/1000 with 8 x 1G, 5 Year	1	\$3,066.53	\$2,759.87
CON-SNT-IE20001E	SNTC-8X5XNBD IE 16 10/100,2 FE SF, 5 Year	1	\$1,088.45	\$979.60
CON-SSSNT-IE33008S	SOLN SUPP 8X5XNBD Catalyst IE3300 Rugged Series Modular Sy, 5 Year	1	\$3,673.03	\$3,305.72
CON-SSSNT-IE33008E	SOLN SUPP 8X5XNBD Catalyst IE3300 Rugged Series Modular Sy, 5 Year	1	\$1,631.88	\$1,468.69
CON-SSSNT-IE3301T	SOLN SUPP 8X5XNBD Catalyst IE3300 Rugged 16 Port GE Copper, 1 Year	1	\$357.95	\$322.15
CON-SSSNT-IE3301P	SOLN SUPP 8X5XNBD Catalyst IE3300 Rugged 16 Port GE PoE+ E, 1 Year	1	\$801.68	\$721.51
CON-SSSNT-IE3308S	SOLN SUPP 8X5XNBD Catalyst IE3300 Rugged 8 Port SFP Fiber, 1 Year	1	\$217.27	\$195.54
CON-SSSNT-E401016S	SOLN SUPP 8X5XNBD IE4010 16x1G SFP, 5 Year	1	\$3,460.67	\$3,114.42
CON-SSSNT-IE102TLM	SOLN SUPP 8X5XNBD IE1K with total of 8 FE ports 10/100, 1 Year	1	\$100.28	\$90.25
CON-SSSNT-IE512P50	SOLN SUPP 8X5XNBD IE5000 12x1G SFP+12x10/100/1000 4 1G10G, 5 Year	1	\$11,030.51	\$9,927.46



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute an Agreement with WEX Bank for the purchase of fuel cards and related processing services.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$1,760,000.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A

Department: General Services Department

Text of Legislative File 2020-0191

With the approval of this agreement the City will continue with its current fuel card program and establish a contract with WEX Bank for the procurement of a Fuel Card Program with related vehicle management, transactions, and payment settlement/processing services needed to support Vehicle Fleet Division-in accordance with the Sourcwell Cooperative Contract No. #04216-WEX.

Cost: \$1,760,000.00

Source of Funds: General & Utility Funds

RESOLUTION NO. R-2020-0191

WHEREAS, the City of Round Rock (“City”) desires to purchase fuel card with related fuel management, transaction, and payment settlement/processing services for the City’s Fleet Department, and for related goods and services, and

WHEREAS, the City is a member of the Sourcewell Cooperative (f/k/a National Joint Powers Alliance), a cooperative purchasing program, and

WHEREAS, WEX Bank is an approved vendor of the Sourcewell Cooperative, and

WHEREAS, the City desires to purchase certain goods and services from WEX Bank through Sourcewell Cooperative Contract No. 042016-WEX, 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 Fuel Card with Related Fuel Vehicle Management, Transaction, and Payment Settlement/Processing Services with WEX Bank, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202; 00449836

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF FUEL CARD WITH RELATED FUEL VEHICLE MANAGEMENT,
TRANSACTION, AND PAYMENT SETTLEMENT/PROCESSING SERVICES
WITH
WEX BANK**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of fuel card with related fuel management, transaction, and payment settlement/processing services for the City of Round Rock's Fleet Department, 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 WEX BANK, a Utah industrial bank whose offices are located at 7090 South Union Park Center, Suite 350, Midvale, UT 84047 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City has been a customer of Vendor since May 11, 2012 pursuant to an Addendum to the Fuel Card Services Agreement between Wright Express Financial Services Corporation, now known as WEX Bank, and the National Joint Powers Alliance (NJPA), now known as Sourcewell, for certain goods and services, specifically fuel card with related fuel management, transaction, and payment settlement/processing services for the City's Fleet Department; and

WHEREAS, City is a member of the Sourcewell Cooperative (f/k/a National Joint Powers Alliance), a cooperative purchasing program; and

WHEREAS, Vendor is an approved vendor of the Sourcewell Cooperative; and

WHEREAS, City desires to continue to purchase certain goods and services from Vendor through Sourcewell Cooperative Contract No. 042016-WEX (the "Sourcewell Contract") as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 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. This Agreement shall terminate July 20, 2021.

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.

2.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with the Sourcewell Contract, the Addendum to the Sourcewell Cooperative Contract No. 042016-WEX (the "Addendum"), attached hereto as Exhibit "B" and incorporated herein, and this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the Contract Documents shall be resolved by giving preference to the Sourcewell Contract and the Addendum to the Sourcewell Cooperative Contract No. 042016-WEX. **For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, the City acknowledges and agrees that the terms of this Agreement shall apply as between the City and WEX only to the extent (a) relevant and applicable to the nature and scope of services being provided under the Sourcewell Contract and the Addendum and (b) not contrary to or in conflict with the terms set forth in the Sourcewell Contract or in the Addendum.**

3.01 ITEMS

A. The goods and services which are the subject matter of this Agreement are described generally in the attached Exhibit "A" (Vendor's Response to Request for Proposal), incorporated herein by reference for all purposes.

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

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

4.01 NON-APPROPRIATION AND FISCAL FUNDING

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

5.01 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.

6.01 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.

7.01 TAXES

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

8.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

9.01 CITY'S REPRESENTATIVE

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

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

10.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements attached hereto as Exhibit "C".

11.01 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.

12.01 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. Upon termination, the City remains obligated to pay for all transactions made prior to the termination, including unpaid balances and fees.

13.01 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.

14.01 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.

15.01 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:

WEX Bank
7090 South Union Park Center, Suite 350
Midvale, UT 84047

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.

16.01 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), provided that the parties agree and acknowledge that the loans under the Agreement are made by Issuer in Utah pursuant to Utah law.

17.01 EXCLUSIVE AGREEMENT

This document, and all appended documents and the Sourcewell Contract and the Addendum, 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.

18.01 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.

19.01 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.

20.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it utilizes reasonable care to employ 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, including 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. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects. Nothing herein shall excuse the City from remitting payment on transactions incurred by the City.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

WEX Bank


By:  _____
Printed Name: Tim Laukka
Title: President
Date Signed: May 28, 2020

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all non-state government NJPA members' Monthly Retail Transactions based on the table below (the "Rebate").

Rebate Table – Non-State Members

Monthly Spend	Basis Points (Rebate Percentage)
	to member
\$0+	100 basis points (1.00%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)
Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Requires enrollment in WEX Direct Debit program.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Over Credit Limit Fee	\$5.00 per transaction or \$100 flat fee per month ¹
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump ²

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

Program Maintenance Charge

WAIVED

Paper Delivery Fee

\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

¹You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.

²Actual charges to be applied to your account will be disclosed on your billing statement.

WEX FLEET CLEARVIEW PRICING

WEX Fleet ClearView is available to fleets for a per active card per month fee as follows:

1-999 cards: \$0.80 per active card per month

1,000 to 9,999 cards: \$0.60 per active card per month

10,000+ cards: \$0.40 per active card per month

WEX PRIVATE SITE REBILLING

WEX Private Site Rebilling is available for a fee of \$0.35 per transaction.

WEX VIRTUAL FINANCIAL INCENTIVES

Subject to the expressed conditions below, NJPA's member organizations may be entitled to a rebate (the "Rebate") based on total Annual Net Spend in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment. Please see the attached sample agreement.

Rebate Table

Annual Net Spend	Basis Points (Rebate Percentage) to member
\$2,000,000 - \$4,999,999	110 basis points (1.10%)
\$5,000,000 - \$14,999,999	115 basis points (1.15%)

EXHIBIT "A" PROPOSAL

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Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

\$15,000,000 - \$24,999,999	120 basis points (1.20%)
\$25,000,000 - \$49,999,999	130 basis points (1.30%)
\$25,000,000+	135 basis points (1.35%)

Conditions

Member is eligible for the Rebate if it satisfies the following conditions:

- (1) Member's Annual Net Spend must exceed Two Million Dollars (\$2,000,000) in the Contract Year; and,
- (2) Member's Average Transaction Size must equal or exceed One Hundred Twenty Five Dollars (\$125); and
- (3) Member must not be in Default (as defined by Section 12.1) on the last day of the Contract Year.
- (4) Issuer shall deduct from the Rebate any fraud or credit losses that we have suffered on Accounts whether or not such Accounts are individually or corporate billed.
- (5) All transactions with Level 3 detail provided by the merchant will be accorded their full value when determining Annual Net Spend, however, when calculating the rebate all such transactions are accorded 60% of their face value. For example, a \$10,000 transaction is treated as a \$10,000 transaction in determining Annual Net Spend, but is treated as a \$6,000 transaction when calculating the rebate.
- (6) When calculating Rebates for purchases made in a country other than the U.S. via a US BIN, Issuer will use the full amount of the Transaction to determine Annual Net Spend but the applicable Rebate Percentage will be reduced by 50 basis points (0.50%) when paying the Rebate.

Calculation

The Rebate is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Rebate Percentage is determined by the Rebate Table above, adjusted in accordance with the DSO.

For each day that the DSO is in excess of the number of days in the billing cycle, divided by two, plus the

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

number of payment due days, the Rebate Percentage will be reduced by one half of a basis point (0.005%).

For each day that the DSO is less than the number of days in the billing cycle, divided by two, plus the number of payment due days, the Rebate Percentage will be increased by one half of a basis point (0.005%).

Payment

The Rebate will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX Virtual Fee Schedule

Monthly Account Fees	WAIVED
Overnight Shipping Fee 1	\$25.00
Expedited Shipping Fee 2	\$25.00
Cross Border Transaction Fee 3	0.90% of total Transaction value
Multi-Currency Conversion Fee 4	0.20% of total Transaction value
Copy Retrieval Fee	\$5.00 per request
Returned Payment Fee (e.g. NSF/ACH)	\$35.00 per incident

Fees or Charges for Additional Products or Features is Available Upon Request.

1-Overnight Shipping Fee: This fee applies for each card a Company requests from Issuer for overnight delivery (24 hours or less). If the request is made by Company to Issuer, then the Company will pay the overnight shipping fee imposed by Issuer.

2-Expedited Shipping Fee: This fee applies for each card shipment the Company requests from Issuer for expedited delivery. If the request is made by Company to Issuer, then the Company will pay the

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

Expedited Shipping Fee

3-Cross Border Fee: A cross border fee shall be applied to any Transaction when the country code of the merchant and the country code of the Account User are not the same.

4-Multi-Currency Conversion Fee: The payment platform provider multi-currency conversion fee shall be applied to any Transaction that is billed through the payment platform provider in a currency other than U.S. dollars. The payment platform provider will convert the Transaction to U.S. dollars (or the Account User billing currency) at the exchange rate determined by the payment platform provider (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.

WEX TELEMATICS PRICING

Please see the attached WEX Telematics Pricing and WEX Telematics Master Agreement.

Not Scored

16.

Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

N/A.

Not Scored

17.

The pricing offered in this proposal is: a) the same as the Proposer typically offers to an individual municipality, university, or school district. b) the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. c) better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. d) other than what the Proposer typically offers (please describe).

B and C. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments

Not Scored

18.

Describe any quantity or volume discounts or rebate programs that you offer.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the

EXHIBIT "A" PROPOSAL

6/13/2010

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the attached current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all State Government NJPA members' Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

WEX is pleased to offer the following rebate tiers for statewide contract adoption. These tiers would apply to statewide spend thresholds that aggregate the purchases by the state and local governments participating in the state's contract.

Monthly Spend	Basis Points (Rebate Percentage) to member
\$0 - \$1,499,999	130 basis points (1.30%)
\$1,500,000 - \$2,999,999	145 basis points (1.45%)
\$3,000,000 - \$4,499,999	150 basis points (1.50%)
\$4,500,000 - \$5,999,999	155 basis points (1.55%)

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

\$6,000,000+

160 basis points (1.60%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

Monthly

Payment in full within 5 calendar days of the billing date appearing on your invoice.

8 basis points (0.08%)

*Enrollment in WEX's Direct Debit program required.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. WEX will

EXHIBIT "A" PROPOSAL

5/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request

EXHIBIT "A" PROPOSAL

6/13/2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Over Credit Limit Fee	\$5.00 per transaction or \$100 flat fee per month ¹
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump ²
Program Maintenance Charge	WAIVED
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

¹You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.

²Actual charges to be applied to your account will be disclosed on your billing statement.

All pricing, terms and conditions for ancillary products as described in response to Question 15 also apply to State Government customers.

Not Scored

19.

Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

N/A.

Not Scored

Exhibit "B"

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK, FORMERLY WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ("WEX") AND SOURCEWELL, FORMERLY THE NATIONAL JOINT POWERS ALLIANCE ("NJPA") ("SOURCEWELL")

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Vendor Agreement #04216-WEX ("Agreement") entered into between Sourcewell (formerly the National Joint Powers Alliance ("NJPA") ("Sourcewell") and WEX Bank, formerly Wright Express Financial Services Corporation ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity City of Round Rock		Phone # 512-218-5400	Fax# 512-218-5442	
Headquarters Name and Physical Address (Do not include PO Box) city of Round Rock Texas, 221 East Main Street, Round Rock, Texas 78664				
Sourcewell (fka NJPA) Member ID Number 6969		Applicant's Taxpayer ID # (TIN, FEIN or SSN) 74-6017485		
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles 1700	Avg Monthly Fuel Expenditures \$160,000	Avg Monthly Service Expenditures \$0

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

Round Rock Texas

Billing Contact Sherri Crone	Billing Address 221 East Main Street	City Round Rock	State TX	Zip+4 78664-5299
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Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name Chad McDowell	Title Director	Phone # 512-341-3191	Fax #
Mailing Address (if different from billing address) 2008 Enterprise Drive	City Round Rock	State TX	Zip+4 78664-5299

Email address (required to take advantage of product type card controls)
cmcdowell@roundrocktexas.gov

☒ Check here if Participating Entity is exempt from motor fuels tax

TERMS

1. This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way. This Addendum supersedes and replaces in its entirety the prior Addendum between the parties dated May 11, 2012.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
4. INFORMATION SHARING DISCLOSURE: Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
5. Compliance with Federal Law: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
6. DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____ Print Name: _____
Title: _____ Date: _____

Complete and sign addendum. Fax or email to

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type SOURCEWELL	Coupon Code	Account Number 04
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EXHIBIT "C"

CITY OF ROUND ROCK INSURANCE REQUIREMENTS

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Reserved. [City has been customer since 2012].
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in entering into an Economic Development Agreement with Investex II, LLC

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director:

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Administration

Text of Legislative File 2020-0193

RESOLUTION NO. R-2020-0193

WHEREAS, On July 23, 2020, the Round Rock Transportation and Economic Development Corporation ("TEDCO") entered into an Economic Development Agreement ("Agreement") with Investex II, LLC, and

WHEREAS, the City desires to approve the action of TEDCO in entering into said Agreement with Investex II, LLC, Now Therefore

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

That the City Council hereby approves the action of the Round Rock Transportation and Economic Development Corporation in entering into an Economic Development Agreement ("Agreement") with Investex II, LLC, 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 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this ____ day of _____, 2020, (the "Effective Date") by and between the **Round Rock Transportation and Economic Development Corporation**, a Type B corporation ("**TEDCO**") created under the authority of Chapters 501 and 505, Texas Local Government Code, (the "**Code**") and **Investex II, LLC**, a Texas limited liability company ("**Investex**"). The foregoing are referred to collectively as the "Parties".

WHEREAS, TEDCO has adopted a resolution approving the Project (defined below) and authorizing the President to enter into this Agreement with Investex in recognition of the creation of primary jobs and the positive economic benefits to the City of Round Rock (the "City") as set forth below; and

WHEREAS, it is Investex's intention to construct a cold storage and manufacturing facility (the "Facility") containing at least 125,000 square feet and to create 60 primary jobs over five years (the "Project"); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapters 501 and 505 of the Texas Local Government Code whereby Investex intends to complete the Project; and

WHEREAS, TEDCO 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, TEDCO and Investex agree as follows:

1. **Authority.** TEDCO's execution of this Agreement is authorized by §505.102 of the Texas Local Government Code. TEDCO acknowledges that Investex is acting in reliance upon TEDCO'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 and create primary jobs.
2. **Definitions.**
 - 2.1. "**City**" means the City of Round Rock, Texas.
 - 2.2. "**Economic Incentive Payment(s)**" ("**EIPs**") means the amount paid by TEDCO to Investex as set forth in Sec. 5.1.
 - 2.3. "**Effective Date**" is the date set forth above in the introductory paragraph.
 - 2.4. "**Facility**" means the cold storage and manufacturing building containing at least 125,000 square feet to be located on CORRIDOR PARK I, a Resub of Remainder of Lot 1, Lot 2, containing 10.663 acres at 16400 Bratton Lane, Austin, Texas.

- 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 40 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 “**Primary Job**” means a job that meets the definition in §501.002(12) of the Texas Local Government Code.
- 2.7 “**Recapture Liability**” means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by TEDCO from Investex in the event of an Investex default.
- 3 **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, of Year 5.
- 4 **Rights and Obligations of Investex.**
- 4.1 **Construction.** Investex intends to construct the Facility on or before August 1, 2021.
- 4.2 **Investment.** Investex intends to invest at least \$14,000,000 in purchasing real property and constructing the Facility. Investex agrees to provide TEDCO with documentation that shows proof that this obligation has been satisfied, and TEDCO shall have the right to audit Investex’s records to verify same.
- 4.3 **Jobs.** Investex agrees to create at least 60 Primary Jobs and hire a like number of full-time employees and/or FTE’s, within five years of occupying the Facility, in accordance with the schedule set forth below. “Year 1” shall mean the calendar year following Investex’s occupancy of the Facility.

<u>Year</u>	<u>Retained Jobs</u>	<u>New Jobs</u>	<u>Total Jobs</u>
Year 1,	0	08	08
Year 2,	08	10	18
Year 3,	18	13	31
Year 4,	31	13	44
Year 5,	44	16	60

- 4.4 **Job Compliance Affidavit.** On or before March 1 following each calendar year of this Agreement, Investex agrees to provide to TEDCO a Job Compliance Affidavit, a copy of such Job Compliance Affidavit being attached hereto as **Exhibit A**. TEDCO shall have the right, following reasonable advance notice to Investex, to audit Investex’s records to verify that this obligation has been satisfied.
- 4.5 **Compliance with regulations.** Investex agrees that it will comply with the City's development approval processes, and shall construct and install the improvements

and operate the Facility consistent with City ordinances, development regulations and legal requirements.

- 4.6 Clawback. In the event that Investex fails to comply with any of the actions as described in Section 4.1 through 4.5 above, Investex will immediately pay to TEDCO an amount equal to, but not to exceed, the Recapture Liability.

5. **Economic Incentive Payments.** In consideration of Investex' s compliance with this Agreement, TEDCO agrees as follows:

- 5.1 Schedule for EIPs. TEDCO shall, subject to Investex's satisfaction of its obligations set forth herein, make EIPs to Investex as set forth herein. The EIP's shall be made in annual payments on or before April 1 of each year. "Year 1" shall be the calendar year following Investex's occupancy of the Facility. The amount of the EIP's shall be as follows:

<u>Year</u>	<u>Amount of EIP</u>
Year 1	\$125,000
Year 2	\$100,000
Year 3	\$ 75,000
Year 4	\$ 50,000
Year 5	\$ 25,000

- 5.2 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 Investex. The EIPs by TEDCO under this Agreement are subject to the TEDCO's appropriation of funds for such payments in the budget year for which they are made. The EIPs to be made to Investex, if paid, shall be made solely from annual appropriations from the general funds of TEDCO under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that TEDCO 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 6.3, and TEDCO shall not be liable to Investex for such EIP, however, TEDCO shall extend this Agreement for another year(s), until Investex has received all of the EIPs provided for herein. In addition, Investex 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.

- 5.3 EIP Recapture. In the event TEDCO terminates this Agreement as a result of Investex's default, TEDCO may recapture and collect from Investex the Recapture Liability. Investex shall pay to TEDCO the Recapture Liability within thirty (30) days after TEDCO makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Investex 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). TEDCO 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.

6. Miscellaneous.

- 6.1. Mutual Assistance. TEDCO and Investex will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 6.2. Representations and Warranties. TEDCO represents and warrants to Investex that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Investex represents and warrants to TEDCO that it has the requisite authority to enter into this Agreement.
- 6.3. Default. If either TEDCO or Investex should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party with notice of such default, and a reasonable opportunity to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If TEDCO remains in default after notice and opportunity to cure, Investex shall have the right to pursue any remedy at law or in equity for TEDCO's breach. If Investex remains in default after notice and opportunity to cure, TEDCO shall have the right to pursue any remedy at law or in equity for Investex's breach.
- 6.4. Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between TEDCO and Investex 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.
- 6.5. 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 TEDCO and Investex.
- 6.6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 6.7. Assignment. Investex may not assign all or part of its rights and obligations to a third party without the express written consent of TEDCO, which consent shall not be unreasonably withheld, conditioned or delayed, 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 substantially all of its business or assets.
- 6.8. Amendment. This Agreement may be amended by the mutual written agreement of the parties.

- 6.9. Termination. In the event Investex elects not to construct the Facility as contemplated by this Agreement, Investex shall notify TEDCO 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.
- 6.10. 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 TEDCO: Round Rock Transportation and Economic Development
Corporation
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@scrrlaw.com

If to Investex:

Investex II, LLC
6815A Jarrett Way
Suite 100
Austin, Texas 78728
Attn: Michael Renna
Phone: (512) 917-5980
Email: michaelrennasr@gmail.com

With a required copy to:

Erwin Consultants, LLC
6311 Shoal Creek Blvd.
Austin, Texas 78757
Attn: William Erwin
Phone: 512-600-4080
Email: bill@erwinconsultants.com

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

- 6.11. 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.
- 6.12. 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.
- 6.13. 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.
- 6.14. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 6.15. 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; Pandemic Measures; 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*.
- 6.16. "Pandemic Measures" means any quarantine, cordon sanitaire, "shelter in place," work shut down order, non-essential business designation, occupancy or spacing limitation, protective or cleaning measures, or any other valid law, ordinance or regulation issued in response to a pandemic, or an epidemic occurring in the vicinity of the Project, by a governmental entity with jurisdiction over the Project or the Work, and which hinders or delays a Party's ability to satisfy an obligation of this Agreement.
- 6.17. 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. TEDCO, 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.

- 6.18. Estoppel Certificate. Investex may request an estoppel certificate from TEDCO so long as the certificate is requested in connection with a bona fide business purpose and requests commercially reasonable certifications. TEDCO agrees to promptly execute and deliver any estoppel certificate reasonably requested pursuant to this Section 6.18. The certificate, which will upon request be addressed to Investex, or a lessee, purchaser or assignee of Investex, shall include, but not necessarily be limited to, statements (qualified to the best knowledge of TEDCO) that this Agreement is in full force and effect without default (or if a default exists, the nature of such default and any curative action which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party(ies) to receive the certificate.

EXECUTED to be effective as of the 27 day of July, 2020.

**ROUND ROCK TRANSPORTATION AND
ECONOMIC DEVELOPMENT CORP.**

By: _____
Craig Morgan, President

INVESTEX II, LLC


By:  _____
Michael Renna, its Managing Member

EXHIBIT A

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 INVESTEX II, LLC, and I am duly authorized to make this affidavit.
3. “As of December 31, 20____, INVESTEX II, LLC had the following Primary Job Positions:

EMPLOYEE ID NO.

JOB POSITION OR TITLE

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS _____

Dated this ____ day of _____, 20__.

_____(signature)
_____(printed name)
_____(title)

Subscribed and sworn to before me on this the ____ day _____, 20__.

Notary Public, State of Texas

RESOLUTION NO. _____

WHEREAS, Investex II, LLC ("Investex") has expressed an interest in constructing a cold storage and manufacturing facility (the "Facility") containing at least 125,000 square feet in the City of Round Rock and to create 60 primary jobs over five years (the "Project"); and

WHEREAS, the purpose of the Round Rock Transportation and Economic Development Corporation ("TEDCO") is to promote economic development as contemplated by Chapters 501 and 505 of the Texas Local Government Code (the "Code"); and

WHEREAS, pursuant to §505.159 of the Code, the Board of Directors of TEDCO held a public hearing on the proposed Project; and;

WHEREAS, at said public hearing the Board heard evidence that the proposed project meets the definition of a "project" under the terms of §501.101 of the Code; and

WHEREAS, the Board of Directors has determined that the Project will encourage economic development and provide primary jobs within the City, **NOW THEREFORE**

BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT,

That the President is hereby authorized and directed to execute on behalf of TEDCO the Economic Development Agreement with Investex II, LLC, a copy of which is attached hereto as Exhibit A.

The Board of Directors 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, President

ATTEST:

Jon Sloan, Secretary



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in adopting a Five-Year Funds Allocation Plan for FY 2021-2025.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Type B FY2021 Budget_Fund Schedule

Department: Finance Department

Text of Legislative File 2020-0194

A five-year project spending plan will be presented and adopted at least annually to ensure adequate funds are available for transportation, economic development and other allowed uses of Type B funds. This five-year plan will be reviewed by staff at least quarterly and updates will be presented to the Type B board as needed for transportation capital improvements programs (TCIP), economic incentive programs (EIP) and other legally allowable projects approved by the Type B board and by Council. The initial plan was brought before the Type B Board on January 24, 2019 with the most recent update brought before the Board on July 25, 2019.

This agenda item is to approve the adoption of this plan by the Type B Board at the July 23, 2020 meeting. The Type B Funds Allocation Plan is attached. The \$308.3 million five-year plan allocates \$264.1 million to committed and planned Transportation Projects and \$44.2 million to Economic Development projects and incentives. This plan includes the costs of projects that will be funded by the Transportation Certificates of Obligation (C.O.), beginning with the first two of the five planned debt issues with \$30M in May 2019 and \$30M in May 2020. This plan will be reviewed and updated at least annually as part of the budget process; significant changes in project needs may require more frequent updates.

RESOLUTION NO. R-2020-0194

WHEREAS, the Round Rock Transportation and Economic Development Corporation has adopted a Five-Year Funds Allocation Plan (“Plan”) for FY 2021-2025, and

WHEREAS, the City Council wishes to ratify said Plan, Now Therefore

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

That the adoption of the Plan by Round Rock Transportation and Economic Development Corporation, which is attached hereto as Exhibit “A”, is hereby ratified.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

Round Rock Transportation and Economic Development Corporation
5-Year Funds Allocation Plan 2021 - 2025

<i>Beginning Balance - Funds Available 10/1/2020</i>	<i>62,747,796</i>
5-Year Revenue Forecast	
Sales Tax	98,356,359
Interest	1,500,000
Transportation COs	80,000,000
3rd Party Participation	65,796,620
Total 5-Year Revenue Forecast	245,652,979
Total 5-Year Funds Available	308,400,775

5-Year Transportation Projects	
TCIP Programmed (includes pending TCIP amendment)	247,084,517
Other: Street Sweeping, Traffic Signals, Admin, etc.	9,343,037
Debt Service	7,707,475
5-Year Fund Programmed	264,135,029
Transportation Pipeline Planned Projects	-
Total 5-Year Transportation Need	264,135,029
5-Year Economic Development Projects	
Chamber Contract	3,762,849
Downtown Improvements & Marketing	1,251,000
Committed Economic Incentive (EIP) Payments	12,858,000
NE Downtown Garage & Improvements	13,369,312
5-Year Fund Programmed	31,241,161
Economic Development Pipeline Planned Projects	375,000
Economic Development Amount to be Allocated (1)	12,549,585
Total 5-Year Economic Development Need	44,165,746
Total 5-Year Expenditure Forecast	308,300,775

<i>Net available to be allocated at end of 5-years</i>	<i>100,000</i>
---	-----------------------

This allocation plan will be updated annually or as opportunities arise.

(1) Plug to bring net available balance to \$100K

City of Round Rock Type B Funds							
5 Year Estimated Available							
As of:							7/8/2020
	Actual FY2019	Projected FY2020	Estimated FY2021	Estimated FY2022	Estimated FY2023	Estimated FY2024	Estimated FY2025
Beginning Fund Balance	33,023,307	49,179,277	18,232,654	44,298,926	14,839,163	9,931,448	11,018,187
Revenue							
Sales Tax and Estimated Sales Tax	21,227,616	17,900,000	18,900,000	19,278,000	19,663,560	20,056,831	20,457,968
Interest	870,570	500,000	500,000	300,000	300,000	200,000	200,000
Grant Proceeds	988,576	551,948	1,219,198				
Donations/contributions	1,298,391						
CAMPO Funding			27,106,320	920,396			
WilCo. Participation - County Road 112 West		250,000	1,000,000	3,725,000	5,600,000	3,000,000	2,675,000
WilCo. Participation - Kenney Ft. Blvd. 2-3	500,409	100,000	96,756				
WilCo. Participation - Old Settlers Blvd		750,000	1,550,000	3,350,000	2,125,000	1,250,000	
WilCo. Participation - RM620	2,000,000						
WilCo. Participation - Roundville Ln	598,631						
WilCo. Participation - University Blvd			2,500,000				
WilCo. Participation - University East		321,050	1,313,685	1,685,265			
WilCo. Participation - Wyoming Springs		320,000	240,000	440,000	2,000,000	2,000,000	2,000,000
Transportation CO Bond Proceeds	30,329,190	30,000,000	30,000,000	30,000,000	20,000,000		
Other	4,908						
Total Revenue	57,818,291	50,692,998	84,425,959	59,698,661	49,688,560	26,506,831	25,332,968
Transportation Expenditures							
TCIP Projects	22,358,879	36,211,611	85,979,137	71,780,180	47,575,200	22,450,000	19,300,000
Other Items: Commons, Street Sweeping, Paving Contract & Traffic Signals	36,940	848,966	865,945	883,264	900,930	918,948	937,327
Payment for Refunding of Bonds							
Debt Issuance Costs	327,847	142,650	350,000	350,000	350,000		
Debt Principal & Interest	3,935,967	3,923,755	3,921,097	1,367,437	1,368,941		
Transfers to Other Funds							
Technical & Administrative Support Services	780,000	803,000	911,000	938,330	966,480	995,474	1,025,339
<i>Subtotal Transportation</i>	<i>27,439,633</i>	<i>41,929,982</i>	<i>92,027,179</i>	<i>75,319,211</i>	<i>51,161,550</i>	<i>24,364,422</i>	<i>21,262,666</i>
Economic Dev. Expenditures							
Chamber Agreement	585,000	632,917	708,750	730,012	751,913	774,470	797,704
Downtown Improvements & Marketing	224,792	2,915,500	250,200	250,200	250,200	250,200	250,200
Economic Development Projects - Committed	5,703,673	731,176	8,262,000	4,510,000	39,000	31,000	16,000
NE Downtown Parking Garage		2,657,388		8,349,000	2,393,612		
NE Downtown Dry Utilities & Contingency			2,626,700				
<i>Total Economic Development</i>	<i>6,513,465</i>	<i>6,936,981</i>	<i>11,847,650</i>	<i>13,839,212</i>	<i>3,434,725</i>	<i>1,055,670</i>	<i>1,063,904</i>
Total Expenditures	33,953,098	48,866,963	103,874,829	89,158,423	54,596,275	25,420,092	22,326,570
Net Revenues	23,865,193	1,826,035	(19,448,870)	(29,459,762)	(4,907,715)	1,086,739	3,006,398
Fund Balance	56,888,500	51,005,312	(1,216,216)	14,839,163	9,931,448	11,018,187	14,024,585
Fund Reserve	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Available Fund Balance Before Kalahari	55,888,500	50,005,312	(2,216,216)	13,839,163	8,931,448	10,018,187	13,024,585
Kalahari Revenue, Projects, & Debt							
Kalahari Project Revenues to Offset Debt			880,359	4,170,026	5,045,046	5,046,017	5,042,003
Proceeds - Bonds for Kalahari	21,310,000		20,331,859				
Issuance Costs - Bonds for Kalahari	331,859		331,859				
Transfer to Kalahari Debt Service Reserve	975,441	2,700					
Transfer from Kalahari Debt Service Reserve		491,760	483,681				
Reimbursement from tax-exempt COs - offsite & onsite improvements			30,000,000				
Debt Service for Kalahari Road Debt & Conference Center		491,760	1,364,040	4,170,026	5,045,046	5,046,017	5,042,003
Convention Center	23,451,453	12,569,958					
On-site improvements		15,000,000					
Off-site improvements	4,260,470	5,200,000	4,484,858				
<i>Kalahari, net</i>	<i>(7,709,223)</i>	<i>(32,772,658)</i>	<i>45,515,142</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total All Expenditures	62,972,321	82,131,381	110,055,586	93,328,449	59,641,321	30,466,109	27,368,573
Total Net Revenue	16,155,970	(30,946,623)	26,066,272	(29,459,762)	(4,907,715)	1,086,739	3,006,398
Total Fund Balance	49,179,277	18,232,654	44,298,926	14,839,163	9,931,448	11,018,187	14,024,585
Total Reserve	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Total Available Fund Balance	48,179,277	17,232,654	43,298,926	13,839,163	8,931,448	10,018,187	13,024,585
Potential Uses of Fund Balance							
Transportation projects to be programmed - per Type B funding allocation	0	0	0	0			
Economic development projects in the pipeline	0	0	125,000	100,000	75,000	50,000	25,000
Total Potential Uses	0	0	125,000	100,000	75,000	50,000	25,000
Cumulative Expense	0	0	125,000	225,000	300,000	350,000	375,000
Net Available Fund Balance	48,179,277	17,232,654	43,173,926	13,614,163	8,631,448	9,668,187	12,649,585

City of Round Rock Type B Funds
TCIP & Other projects

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Project Detail (TCIP) (Includes TCIP #42)	Actual	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Arterial Maintenance	718,788	5,200,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Arterial Sidewalks	0	250,000	300,000	300,000	350,000	350,000	350,000
Bagdad Improvements (The Depot)	0	0	1,000,000	0	0	0	0
Bottleneck Program	1,053,552	1,276,000	1,350,000	1,450,000	1,750,000	1,750,000	1,750,000
Burge Tract	3,000,001						
County Road 112 East (CR 110 to 3,800' East/Caffey Development)	0	0	600,000	1,500,000	900,000	0	0
County Road 112 West (AW Grimes to CR 110)	0	500,000	2,000,000	7,450,000	11,200,000	6,000,000	5,350,000
Deepwood Drive	581,189	100,000	1,550,000	0	0	0	0
Gattis School Rd Segment 2 (Lawnmont to Windy Park Dr)	0	0	400,000	2,150,000	5,200,000	2,500,000	2,500,000
Gattis School Road - Segment 3	616,109	5,233,900	0	8,690,000	9,175,200	0	0
Gattis School Road - Segment 6	1,361,377	2,000,000	12,675,000	1,720,000	0	0	0
Greenlawn Blvd (The District)	0	300,000	4,000,000	3,200,000	0	0	0
Kenney Ft. Blvd. Seg 2 & 3 Design	4,533,601	1,491,400	10,374,137	5,280,180	0	0	0
Kenney Ft. Segment 4	20,656	2,000,000	7,000,000	3,000,000	0	0	0
Logan Bridge	195,358	1,900,000	1,765,000	0	0	0	0
Major Bridge Maintenance	1,525	0	0	0	0	0	0
Master Transportation Plan	0	0	0	600,000	0	0	0
McNeil Extension	1,256,485	2,500,000	0	0	0	0	0
N Mays St (Jeffrey Way to Old Settlers)	0	200,000	575,000	1,325,000	0	0	0
Neighborhood Connectivity	0	100,000	250,000	250,000	250,000	0	0
Northeast Downtown Improvements	10,267	552,133	2,500,000	400,000	0	0	0
North Mays Street (Paloma to Oakmont)	1,411,952	1,600,000	388,000	0	0	0	0
Nutty Brown & Oakmont Drive Extension	640,822	200,000	3,635,200	300,000	0	0	0
Old Settlers Blvd (N Red Bud to CR 110)	0	1,500,000	3,100,000	6,700,000	4,250,000	2,500,000	0
Railroad Quiet Zones	1,208,324	1,000,000	0	0	0	0	0
Red Bud North (US 79 to CR 117)	348	500,000	6,020,800	7,675,000	1,600,000	0	0
Red Bud South	187	500,000	1,180,000	5,500,000	2,000,000	0	0
RM 620 RR Grade Separation/TXDOT Project	375,059	1,645,945	0	0	0	0	0
Roundville Lane - UPS	764,862	0	0	0	0	0	0
SH45 Frontage Roads	61,894	100,000	2,903,100	2,210,000	0	0	0
Signal Program	1,015,183	1,109,000	1,400,000	1,400,000	1,400,000	350,000	350,000
Southwest Downtown Phase 5	64,789	1,133	0	0	0	0	0
Southwest Downtown Phase 5B	531,140	0	0	0	0	0	0
Texas Avenue	217,623	0	0	0	0	0	0
Transportation Design and Construction Standards	7,966	0	0	0	500,000	0	0
University Blvd	128,183	3,425,000	6,775,000	0	0	0	0
University East (AW Grimes to CR 110)	242,128	400,000	8,757,900	4,800,000	0	0	0
Retainage for active projects	2,326,599						
Wyoming Springs	12,914	627,100	480,000	880,000	4,000,000	4,000,000	4,000,000
TCIP Projects	22,358,881	36,211,611	85,979,137	71,780,180	47,575,200	22,450,000	19,300,000

Kalahari CIP (KCIP)

Convention Center	23,451,453	12,569,958					
Offsite Improvements - Kenney Ft. Blvd. Seg 2 & 3			3,375,863				
Offsite Improvements	4,260,470	5,200,000	1,108,995				
KCIP Projects	27,711,923	17,769,958	4,484,858	0	0		

Economic Development - NE Downtown Improvements

Parking Garage & Land		2,657,388		8,349,000	2,393,612		
Dry Utilities & Contingency			2,626,700				
Economic Development - NE Downtown Improvements	0	2,657,388	2,626,700	8,349,000	2,393,612		

Total TCIP Projects	50,070,804	56,638,957	93,090,695	80,129,180	49,968,812	22,450,000	19,300,000
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City of Round Rock Type B Funds						
Economic Incentive Payments						
		FY2021	FY2022	FY2023	FY2024	FY2025
Company	Total Committed	Estimated	Estimated	Estimated	Estimated	Estimated
East Group Properties Phase I	68,000	23,000	15,000	15,000	15,000	0
East Group Properties Phase II	80,000	0	24,000	24,000	16,000	16,000
Investex II, LLC	375,000	125,000	100,000	75,000	50,000	25,000
Sovos (Michael Angelo's)	150,000	75,000	75,000	0	0	0
The District - Roads/Incentive	12,560,000	8,164,000	4,396,000	0	0	0
Total Economic Incentive Payments	13,233,000	8,387,000	4,610,000	114,000	81,000	41,000



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation to approve the Northeast Downtown Improvements and Parking Garage as authorized Type B Projects to be funded with Type B revenues.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2020-0195

The Northeast Downtown Improvements project (NEDT) is in the design phase. This project scope is comprised of the following:

Northeast Downtown Improvements and Parking Garage (total cost = \$23.253M):

Type B (EIP) Funded (\$16.027M - **pending approval**)

Dry utilities - \$1.124M

Contingency - \$1.503M

Parking garage - \$13.4M

Type B Funded (approved on previous TCIP amendment #42)

Transportation improvements - \$2.962M

Non-Type B Funded (\$4.264M)

Wastewater improvements - \$839k

Waterline improvements - \$1.132M

Stormwater improvements - \$2.293M

This agenda item is to approve the action of the Round Rock Transportation and Economic Development Corporation amendment to fund the NEDT dry utilities, contingency costs, and parking garage costs totaling \$16.027M from the Type B fund EIP. This would result in

approximately \$18.989M of the NEDT project costs funded by Type B (includes previous amount in TCIP amendment #42).

RESOLUTION NO. R-2020-0195

WHEREAS, the Board of Directors of the Round Rock Transportation and Economic Development Corporation (“RRTEDC”) has approved to fund a proposed project to construct improvements in the northeast portion of downtown Round Rock including streets and roads, related drainage, dry utility improvements, and an automobile parking garage (the “Projects”) from the Economic Development allotment of the Type B fund; and

WHEREAS, the City Council wishes to approve the action of the RRTEDC to approve the Projects, and to fund same with Type B revenues, Now Therefore

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

That the City Council hereby approves the action of the Round Rock Transportation and Economic Development Corporation to approve the Projects, and to fund same with Type B revenues.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvements Program (TCIP).

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0196

RESOLUTION NO. R-2020-0196

WHEREAS, the Round Rock Transportation and Economic Development Corporation (“RRTEDC”) has previously adopted a Transportation Capital Improvement Program (“TCIP”), and

WHEREAS, the RRTEDC wishes to amend said TCIP, and

WHEREAS, the bylaws of the RRTEDC require that said amendments to the TCIP be approved by the City Council, and

WHEREAS, the City Council wishes to approve said amendments to the TCIP, Now
Therefore

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

That the amendment to the Transportation Capital Improvement Program approved by the Round Rock Transportation and Economic Development Corporation, which is attached hereto as Exhibit “A”, is hereby approved.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****TCIP Amendment #43****New Projects**

Project Name	Cost	Transaction Description
Bagdad Improvements	1,000,000	The Depot Townhomes
Greenlawn Boulevard Widening	7,500,000	The District
Total Budget for New TCIP Projects	\$ 8,500,000	

Existing Projects - Significant Adjustments

Project Name	Cost	Transaction Description
Kenney Fort Segment 4	(9,819,700)	Budget decrease due to Meritage Homes contribution & lower estimated cost to construct bridge north of US 79
Northeast Downtown Road Improvements	3,162,400	Budget increase to capture construction costs
Old Settlers Blvd (N Red Bud Ln to CR 110)	17,125,000	Budget increase to capture construction & right-of-way costs
Total Significant Adjustments (net)	\$ 10,467,700	
Total Type B Impact	\$ 18,967,700	***

*** All of the above projects are Road CO Bond eligible. Road CO Bond funds will be spent first.



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Contract with DeNucci Constructors, LLC for the University Boulevard Widening - IH 35 to Sunrise Road Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$12,028,913.00

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

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

Department: Transportation Department

Text of Legislative File 2020-0198

A total of four (4) bids were received and opened on June 18th, 2020 for the above referenced project. The bids ranged from \$12,028,913.00 to \$18,680,459.89. DeNucci Constructors, LLC from Austin, Texas, submitted the lowest bid in the amount of \$12,028,913.00. The engineer's opinion of probable construction cost for this project was \$12,135,410.45.

Bid amounts:

DeNucci Constructors, LLC: \$12,028,913.00

Capital Excavation Co.: \$14,355,454.70

Smith Contracting Co., Inc.: \$16,367,376.05

Jordan Foster Construction: \$18,680,459.89

Based on the information obtained as a result of the Engineer's review of the bidding documents received, we have found that DeNucci Constructors, LLC is capable of constructing the above referenced project. The Engineer recommends the City award the contract to DeNucci Constructors, LLC as the successful bidder.

Cost: \$12,028,913.00

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

RESOLUTION NO. R-2020-0198

WHEREAS, the City of Round Rock has duly advertised for bids for the University Boulevard Widening – IH 35 to Sunrise Road Project; and

WHEREAS, DeNucci Constructors, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of DeNucci Constructors, LLC, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with DeNucci Constructors, LLC for the University Boulevard Widening – IH 35 to Sunrise Road Project.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



BID TABULATION
CITY OF ROUND ROCK
University Boulevard Widening - IH 35 to Sunrise Road

June 18, 2020: 2:00 PM
3400 Sunrise Road; Round Rock, TX 78664



							Engineer's Opinion of Probable Construction Cost		DeNucci Constructors, LLC 8310-1 Capital Tx. Hwy. N., Ste275 Austin Tx 78731		Capital Excavation Co. 2967 Business Park Buda, Tx 78610		Smith Contracting Co., Inc. 15308 Ginjer St. Austin Tx, 78728		Jordan Foster Construction 15603 N IH 35 Pflugerville, Tx 78660			
									YES		YES		YES		YES		YES	
									YES		YES		YES		YES		YES	
BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
BASE BID																		
1	68.44	STA	R	101	PREPARING RIGHT OF WAY		\$ 3,000.00	\$ 205,320.00	\$ 2,800.00	\$ 191,632.00	\$ 3,500.00	\$ 239,540.00	\$ 5,000.00	\$ 342,200.00	\$ 16,680.00	\$ 1,141,579.20		
2	2687	SF	R	104	REMOVE P.C. CONCRETE SLAB RIP RAP		\$ 1.50	\$ 4,030.50	\$ 3.00	\$ 8,061.00	\$ 1.45	\$ 3,896.15	\$ 6.00	\$ 16,122.00	\$ 3.00	\$ 8,061.00		
3	29574	SF	R	104	REMOVE P.C. CONCRETE SIDEWALKS		\$ 1.50	\$ 44,361.00	\$ 4.00	\$ 118,296.00	\$ 1.80	\$ 53,233.20	\$ 2.50	\$ 73,935.00	\$ 3.00	\$ 88,722.00		
4	46001	SF	R	104	REMOVE P.C. CONCRETE DRIVEWAYS		\$ 1.50	\$ 69,001.50	\$ 4.00	\$ 184,004.00	\$ 2.10	\$ 96,602.10	\$ 3.50	\$ 161,003.50	\$ 3.00	\$ 138,003.00		
5	13080	LF	R	104	REMOVE P.C CONCRETE CURB OR CURB&GUTTER		\$ 6.00	\$ 78,480.00	\$ 2.00	\$ 26,160.00	\$ 8.11	\$ 106,078.80	\$ 6.00	\$ 78,480.00	\$ 12.00	\$ 156,960.00		
6	97	CY	T	104	REMOVING CONCRETE SLAB		\$ 225.00	\$ 21,825.00	\$ 150.00	\$ 14,550.00	\$ 152.00	\$ 14,744.00	\$ 200.00	\$ 19,400.00	\$ 525.00	\$ 50,925.00		
7	397	LF	T	104	REMOVING CONCRETE RAIL		\$ 13.00	\$ 5,161.00	\$ 15.00	\$ 5,955.00	\$ 30.45	\$ 12,088.65	\$ 25.00	\$ 9,925.00	\$ 55.00	\$ 21,835.00		
8	839	SY	T	104	REMOVING CONCRETE PAVERS		\$ 25.00	\$ 20,975.00	\$ 25.00	\$ 20,975.00	\$ 36.80	\$ 30,875.20	\$ 35.00	\$ 29,365.00	\$ 25.00	\$ 20,975.00		
9	23	CY	T	104	REMOVING CONCRETE (MISC)		\$ 80.00	\$ 1,840.00	\$ 125.00	\$ 2,875.00	\$ 77.60	\$ 1,784.80	\$ 300.00	\$ 6,900.00	\$ 4,700.00	\$ 108,100.00		
10	58130	CY	R	111	EXCAVATION (PLAN QUANTITY)		\$ 7.00	\$ 406,910.00	\$ 4.00	\$ 232,520.00	\$ 19.00	\$ 1,104,470.00	\$ 40.00	\$ 2,325,200.00	\$ 25.00	\$ 1,453,250.00		
11	966	CY	R	132	EMBANKMENT		\$ 10.00	\$ 9,660.00	\$ 4.00	\$ 3,864.00	\$ 14.45	\$ 13,958.70	\$ 20.00	\$ 19,320.00	\$ 70.00	\$ 67,620.00		
12	17379	CY	R	132	EMBANKMENT SELECT FILL		\$ 35.00	\$ 608,265.00	\$ 8.00	\$ 139,032.00	\$ 28.00	\$ 486,612.00	\$ 35.00	\$ 608,265.00	\$ 42.00	\$ 729,918.00		
13	10565	CY	R	210	FLEXIBLE BASE		\$ 35.00	\$ 369,775.00	\$ 48.00	\$ 507,120.00	\$ 46.60	\$ 492,329.00	\$ 60.00	\$ 633,900.00	\$ 65.00	\$ 686,725.00		
14	8272	CY	R	211	RECYCLING EXISTING AGGREGATE		\$ 12.00	\$ 99,264.00	\$ 6.00	\$ 49,632.00	\$ 52.00	\$ 430,144.00	\$ 15.00	\$ 124,080.00	\$ 52.00	\$ 430,144.00		
15	3368	GAL	R	306	PRIME COAT		\$ 4.00	\$ 13,472.00	\$ 5.00	\$ 16,840.00	\$ 4.95	\$ 16,671.60	\$ 5.50	\$ 18,524.00	\$ 5.75	\$ 19,366.00		
16	12118	SY	R	315	SURFACE MILLING		\$ 2.00	\$ 24,236.00	\$ 4.00	\$ 48,472.00	\$ 2.70	\$ 32,718.60	\$ 6.50	\$ 78,767.00	\$ 5.00	\$ 60,590.00		
17	8002	TON	R	340	HOT MIX ASPHALTIC CONCRETE PAVEMENT TYPE C		\$ 90.00	\$ 720,180.00	\$ 95.00	\$ 760,190.00	\$ 96.00	\$ 768,192.00	\$ 110.00	\$ 880,220.00	\$ 110.00	\$ 880,220.00		
18	11066	TON	R	340	HOT MIX ASPHALTIC CONCRETE PAVEMENT TYPE B		\$ 75.00	\$ 829,950.00	\$ 82.00	\$ 907,412.00	\$ 83.00	\$ 918,478.00	\$ 90.00	\$ 995,940.00	\$ 96.00	\$ 1,062,336.00		
19	15457	SY	T	360	CONCRETE PAVEMENT (JOINTED-CPCD)		\$ 70.00	\$ 1,081,990.00	\$ 118.00	\$ 1,823,926.00	\$ 94.00	\$ 1,452,958.00	\$ 100.00	\$ 1,545,700.00	\$ 105.00	\$ 1,622,985.00		
20	384	SY	T	360	CONCRETE PAVEMENT (JOINT REINF)		\$ 95.00	\$ 36,480.00	\$ 200.00	\$ 76,800.00	\$ 147.00	\$ 56,448.00	\$ 150.00	\$ 57,600.00	\$ 150.00	\$ 57,600.00		
21	1645	CY	R	401	FLOWABLE BACKFILL		\$ 150.00	\$ 246,750.00	\$ 145.00	\$ 238,525.00	\$ 170.00	\$ 279,650.00	\$ 150.00	\$ 246,750.00	\$ 170.00	\$ 279,650.00		
22	260	LF	T	416	DRILL SHAFT (RDWY ILL POLE)		\$ 225.00	\$ 58,500.00	\$ 400.00	\$ 104,000.00	\$ 173.00	\$ 44,980.00	\$ 195.00	\$ 50,700.00	\$ 215.00	\$ 55,900.00		
23	96.9	LF	T	416	DRILL SHAFT (TRF SIG POLE) 24 IN		\$ 250.00	\$ 24,225.00	\$ 280.00	\$ 27,132.00	\$ 136.00	\$ 13,178.40	\$ 155.00	\$ 15,019.50	\$ 167.00	\$ 16,182.30		
24	105.6	LF	T	416	DRILL SHAFT (TRF SIG POLE) 36 IN		\$ 325.00	\$ 34,320.00	\$ 400.00	\$ 42,240.00	\$ 390.00	\$ 41,184.00	\$ 445.00	\$ 46,992.00	\$ 480.00	\$ 50,688.00		
25	175.2	LF	T	416	DRILL SHAFT (TRF SIG POLE) 48 IN		\$ 440.00	\$ 77,088.00	\$ 600.00	\$ 105,120.00	\$ 500.00	\$ 87,600.00	\$ 550.00	\$ 96,360.00	\$ 620.00	\$ 108,624.00		
26	3	CY	T	420	CL C CONC (RAIL FOUNDATION)		\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00	\$ 1,390.00	\$ 4,170.00	\$ 2,000.00	\$ 6,000.00	\$ 2,700.00	\$ 8,100.00		
27	36	CY	T	420	CL C CONC (MISC)		\$ 550.00	\$ 19,800.00	\$ 800.00	\$ 28,800.00	\$ 710.00	\$ 25,560.00	\$ 1,600.00	\$ 57,600.00	\$ 1,300.00	\$ 46,800.00		
28	212	CY	T	422	APPROACH SLAB (MOD)		\$ 470.00	\$ 99,640.00	\$ 320.00	\$ 67,840.00	\$ 550.00	\$ 116,600.00	\$ 800.00	\$ 169,600.00	\$ 560.00	\$ 118,720.00		
29	14215	LF	R	430	P.C CONCRETE CURB AND GUTTER FINE GRADE		\$ 20.00	\$ 284,300.00	\$ 22.00	\$ 312,730.00	\$ 14.70	\$ 208,960.50	\$ 20.00	\$ 284,300.00	\$ 25.00	\$ 355,375.00		
30	5340	LF	R	430	P.C CONCRETE CURB FINE GRADE		\$ 10.00	\$ 53,400.00	\$ 22.00	\$ 117,480.00	\$ 12.90	\$ 68,886.00	\$ 10.00	\$ 53,400.00	\$ 21.00	\$ 112,140.00		
31	22937	SF	R	432	NEW PC CONCRETE SIDEWALK 5 IN THICKNESS		\$ 5.50	\$ 126,153.50	\$ 4.50	\$ 103,216.50	\$ 6.40	\$ 146,796.80	\$ 6.00	\$ 137,622.00	\$ 7.50	\$ 172,027.50		
32	21600	SF	R	432	NEW PC CONCRETE SIDEWALK 6 IN THICKNESS		\$ 6.50	\$ 140,400.00	\$ 6.00	\$ 129,600.00	\$ 6.85	\$ 147,960.00	\$ 7.00	\$ 151,200.00	\$ 8.50	\$ 183,600.00		
33	81	CY	T	432	RIPRAP (CONC)(4IN)		\$ 400.00	\$ 32,400.00	\$ 210.00	\$ 17,010.00	\$ 540.00	\$ 43,740.00	\$ 475.00	\$ 38,475.00	\$ 785.00	\$ 63,585.00		
34	82	CY	T	432	RIPRAP (CONC)(5IN)		\$ 450.00	\$ 36,900.00	\$ 210.00	\$ 17,220.00	\$ 540.00	\$ 44,280.00	\$ 500.00	\$ 41,000.00	\$ 650.00	\$ 53,300.00		
35	22213	SF	R	433	CONCRETE DRIVEWAY		\$ 8.50	\$ 188,810.50	\$ 6.00	\$ 133,278.00	\$ 9.25	\$ 205,470.25	\$ 10.00	\$ 222,130.00	\$ 16.00	\$ 355,408.00		
36	451	LF	T	450	RAIL (TY C412)		\$ 120.00	\$ 54,120.00	\$ 105.00	\$ 47,355.00	\$ 160.00	\$ 72,160.00	\$ 190.00	\$ 85,690.00	\$ 265.00	\$ 119,515.00		
37	388	LF	T	450	RAIL(TY PR3)		\$ 100.00	\$ 38,800.00	\$ 105.00	\$ 40,740.00	\$ 103.00	\$ 39,964.00	\$ 160.00	\$ 62,080.00	\$ 315.00	\$ 122,220.00		
38	110	LF	T	450	RAIL (HANDRAIL)(TY E)		\$ 100.00	\$ 11,000.00	\$ 105.00	\$ 11,550.00	\$ 158.00	\$ 17,380.00	\$ 110.00	\$ 12,100.00	\$ 114.00	\$ 12,540.00		
39	240	LF	T	454	ARMOR JOINT (SEALED)		\$ 95.00	\$ 22,800.00	\$ 35.00	\$ 8,400.00	\$ 83.50	\$ 20,040.00	\$ 125.00	\$ 30,000.00	\$ 122.00	\$ 29,280.00		
40	1332	LF	T	462	CONC BOX CULV(8X4 FT)(EXTEND)		\$ 700.00	\$ 932,400.00	\$ 420.00	\$ 559,440.00	\$ 380.00	\$ 506,160.00	\$ 750.00	\$ 999,000.00	\$ 623.00	\$ 829,836.00		
41	4	EA	T	466	WINGWALL (PW-1)(HW=5FT)		\$ 30,000.00	\$ 120,000.00	\$ 11,000.00	\$ 44,000.00	\$ 13,700.00	\$ 54,800.00	\$ 16,000.00	\$ 64,000.00	\$ 23,000.00	\$ 92,000.00		
42	3556	SF	R	480	CONCRETE PAVING UNITS		\$ 32.50	\$ 115,570.00	\$ 11.00	\$ 39,116.00	\$ 22.95	\$ 81,610.20	\$ 20.00	\$ 71,120.00	\$ 19.00	\$ 67,564.00		
43	12	EA	T	496	REMOVE STR (INLET)		\$ 1,000.00	\$ 12,000.00	\$ 2,200.00	\$ 26,400.00	\$ 1,440.00	\$ 17,280.00	\$ 600.00	\$ 7,200.00	\$ 1,400.00	\$ 16,800.00		
44	5	EA	T	496	REMOVE STR(MANHOLE)		\$ 1,000.00	\$ 5,000.00	\$ 2,200.00	\$ 11,000.00	\$ 1,460.00	\$ 7,300.00	\$ 900.00	\$ 4,500.00	\$ 2,000.00	\$ 10,000.00		
45	2	EA	T	496	REMOVE STR (WINGWALL)		\$ 5,000.00	\$ 10,000.00	\$ 2,200.00	\$ 4,400.00	\$ 3,220.00	\$ 6,440.00	\$ 9,800.00	\$ 19,600.00	\$ 14,000.00	\$ 28,000.00		
46	1127	LF	T	496	REMOVE STR (PIPE)		\$ 15.00	\$ 16,905.00	\$ 25.00	\$ 28,175.00	\$ 16.20	\$ 18,257.40	\$ 12.00	\$ 13,524.00	\$ 22.00	\$ 24,794.00		
47	311	LF	T	496	REMOVE STR (BOX CULVERT)		\$ 50.00	\$ 15,550.00	\$ 68.00	\$ 21,148.00	\$ 42.85	\$ 13,326.35	\$ 70.00	\$ 21,770.00	\$ 240.00	\$ 74,640.00		
48	257	LF	T	496	REMOVE STR(RET WALL)		\$ 25.00	\$ 6,425.00	\$ 42.00	\$ 10,794.00	\$ 26.25	\$ 6,746.25	\$ 33.00	\$ 8,481.00	\$ 27.00	\$ 6,939.00		
49	412	LF	T	496	REMOVE STR(SMALL FENCE)		\$ 3.00	\$ 1,236.00	\$ 4.00	\$ 1,648.00	\$ 10.15	\$ 4,181.80	\$ 5.00	\$ 2,060.00	\$ 2.50	\$ 1,030.00		
50	3	EA	R	504	ADJUSTING WATER VALVE BOXES TO GRADE		\$ 800.00	\$ 2,400.00	\$ 800.00	\$ 2,400.00	\$ 1,080.00	\$ 3,240.00	\$ 1,000.00	\$ 3,000.00	\$			



BID TABULATION
CITY OF ROUND ROCK
University Boulevard Widening - IH 35 to Sunrise Road
June 18, 2020: 2:00 PM
3400 Sunrise Road; Round Rock, TX 78664



BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		DeNucci Constructors, LLC		Capital Excavation Co		Smith Contracting Co., Inc.		Jordan Foster Construction	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
53	4	EA	R	506	JCTBOX(COMPL)(PJB)(3FTX3FT)	\$ 4,000.00	\$ 16,000.00	\$ 4,000.00	\$ 16,000.00	\$ 5,400.00	\$ 21,600.00	\$ 4,300.00	\$ 17,200.00	\$ 5,600.00	\$ 22,400.00
54	1	EA	R	506	JCTBOX(COMPL)(PJB)(5FTX5FT)	\$ 5,500.00	\$ 5,500.00	\$ 5,200.00	\$ 5,200.00	\$ 7,100.00	\$ 7,100.00	\$ 5,700.00	\$ 5,700.00	\$ 4,800.00	\$ 4,800.00
55	1	EA	R	506	INTEL(COMPL)(PCO)(3FT)(NONE)	\$ 4,000.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00	\$ 6,100.00	\$ 6,100.00	\$ 4,400.00	\$ 4,400.00	\$ 6,900.00	\$ 6,900.00
56	4	EA	R	506	INTEL(COMPL)(PCO)(3FT)(LEFT)	\$ 5,000.00	\$ 20,000.00	\$ 4,000.00	\$ 16,000.00	\$ 5,600.00	\$ 22,400.00	\$ 4,900.00	\$ 19,600.00	\$ 7,000.00	\$ 28,000.00
57	3	EA	R	506	INTEL(COMPL)(PCO)(3 FT)(RIGHT)	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00	\$ 5,700.00	\$ 17,100.00	\$ 4,900.00	\$ 14,700.00	\$ 7,000.00	\$ 21,000.00
58	24	EA	R	506	INTEL(COMPL)(PCO)(3FT)(BOTH)	\$ 5,500.00	\$ 132,000.00	\$ 3,200.00	\$ 76,800.00	\$ 5,800.00	\$ 139,200.00	\$ 5,400.00	\$ 129,600.00	\$ 7,500.00	\$ 180,000.00
59	1	EA	R	870	INTEL(COMPL)(PCO)(4FT)(NONE)	\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00	\$ 7,100.00	\$ 7,100.00	\$ 5,000.00	\$ 5,000.00	\$ 7,100.00	\$ 7,100.00
60	4	EA	R	506	INTEL(COMPL)(PCO)(4FT)(BOTH)	\$ 6,000.00	\$ 24,000.00	\$ 4,800.00	\$ 19,200.00	\$ 4,740.00	\$ 18,960.00	\$ 6,000.00	\$ 24,000.00	\$ 8,200.00	\$ 32,800.00
61	1	EA	R	506	INTEL(COMPL)(PSL)(RC)	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 14,000.00	\$ 16,300.00	\$ 16,300.00	\$ 18,500.00	\$ 18,500.00	\$ 29,000.00	\$ 29,000.00
62	4	EA	R	506	NEW MANHOLE CONSTRUCTION	\$ 8,000.00	\$ 32,000.00	\$ 4,800.00	\$ 19,200.00	\$ 6,200.00	\$ 24,800.00	\$ 7,600.00	\$ 30,400.00	\$ 8,200.00	\$ 32,800.00
63	1	EA	R	506	ABANDONMENT OF EXISTING MANHOLE	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,900.00	\$ 5,900.00	\$ 2,800.00	\$ 2,800.00	\$ 2,700.00	\$ 2,700.00
64	80	LF	T	506	ROCK FILTER DAMS(INSTALL)(TY2)	\$ 35.00	\$ 2,800.00	\$ 35.00	\$ 2,800.00	\$ 26.65	\$ 2,132.00	\$ 30.00	\$ 2,400.00	\$ 32.00	\$ 2,560.00
65	80	LF	T	506	ROCK FILTER DAMS(REMOVE)	\$ 10.00	\$ 800.00	\$ 10.00	\$ 800.00	\$ 13.35	\$ 1,068.00	\$ 14.00	\$ 1,120.00	\$ 14.00	\$ 1,120.00
66	624	SY	T	506	CONSTRUCTION EXITS(INSTALL)(TY1)	\$ 25.00	\$ 15,600.00	\$ 45.00	\$ 28,080.00	\$ 14.95	\$ 9,328.80	\$ 16.00	\$ 9,984.00	\$ 18.00	\$ 11,232.00
67	624	SY	T	506	CONSTRUCTION EXITS(REMOVE)	\$ 10.00	\$ 6,240.00	\$ 12.00	\$ 7,488.00	\$ 11.75	\$ 7,332.00	\$ 13.00	\$ 8,112.00	\$ 14.00	\$ 8,736.00
68	360	EA	T	506	SANDBAGS FOR EROSION CONTROL	\$ 10.00	\$ 3,600.00	\$ 6.00	\$ 2,160.00	\$ 8.55	\$ 3,078.00	\$ 9.00	\$ 3,240.00	\$ 10.00	\$ 3,600.00
69	3706	LF	T	506	TEMP SEDMENT CONT FENCE (INSTALL)	\$ 2.50	\$ 9,265.00	\$ 3.00	\$ 11,118.00	\$ 3.20	\$ 11,859.20	\$ 3.50	\$ 12,971.00	\$ 4.00	\$ 14,824.00
70	3706	LF	T	506	TEMP SEDMENT CONT FENCE (REMOVE)	\$ 1.00	\$ 3,706.00	\$ 1.00	\$ 3,706.00	\$ 1.05	\$ 3,891.30	\$ 1.25	\$ 4,632.50	\$ 1.25	\$ 4,632.50
71	2713	LF	R	509	TRENCH SAFETY SYSTEMS	\$ 40.00	\$ 108,520.00	\$ 2.00	\$ 5,426.00	\$ 10.45	\$ 28,350.85	\$ 1.00	\$ 2,713.00	\$ 10.00	\$ 27,130.00
72	2912	LF	R	510	PIPE, 18" DIA. (ALL DEPTHS) INCLUDING EXVAC AND BACKFILL	\$ 70.00	\$ 203,840.00	\$ 46.00	\$ 133,952.00	\$ 95.00	\$ 276,640.00	\$ 70.00	\$ 203,840.00	\$ 67.00	\$ 195,104.00
73	782	LF	R	510	PIPE, 24" DIA.(ALL DEPTHS) INCLUDING EXVAC AND BACKFILL	\$ 80.00	\$ 62,560.00	\$ 60.00	\$ 46,920.00	\$ 125.00	\$ 97,750.00	\$ 90.00	\$ 70,380.00	\$ 85.00	\$ 66,470.00
74	270	LF	R	510	PIPE 30" DIA.(ALL DEPTHS) INCLUDING EXVAC AND BACKFILL	\$ 100.00	\$ 27,000.00	\$ 85.00	\$ 22,950.00	\$ 155.00	\$ 41,850.00	\$ 120.00	\$ 32,400.00	\$ 110.00	\$ 29,700.00
75	615	LF	R	510	PIPE 36" DIA.(ALL DEPTHS) INCLUDING EXVAC AND BACKFILL	\$ 125.00	\$ 76,875.00	\$ 110.00	\$ 67,650.00	\$ 170.00	\$ 104,550.00	\$ 160.00	\$ 98,400.00	\$ 148.00	\$ 91,020.00
76	136	LF	R	510	RC PIPE (ARCH)(CL III)(DES 1)	\$ 175.00	\$ 23,800.00	\$ 185.00	\$ 25,160.00	\$ 178.00	\$ 24,208.00	\$ 200.00	\$ 27,200.00	\$ 160.00	\$ 21,760.00
77	101	LF	R	510	PIPE 2" DIA. (ALL DEPTHS) INCLUDING EXVAC AND BACKFILL	\$ 60.00	\$ 6,060.00	\$ 38.00	\$ 3,838.00	\$ 91.30	\$ 9,221.30	\$ 35.00	\$ 3,535.00	\$ 62.00	\$ 6,262.00
78	260	LF	R	510	PIPE, 6" DIA. RESTRAINED JOINT, CLASS 350 DUCTILE IRON (ALL DEPTHS) INCLUDING EX	\$ 100.00	\$ 26,000.00	\$ 78.00	\$ 20,280.00	\$ 149.00	\$ 38,740.00	\$ 90.00	\$ 23,400.00	\$ 116.00	\$ 30,160.00
79	25	LF	R	510	PIPE, 12" DIA. RESTRAINED JOINT, CLASS 350 DUCTILE IRON (ALL DEPTHS) INCLUDING E	\$ 190.00	\$ 4,750.00	\$ 225.00	\$ 5,625.00	\$ 179.00	\$ 4,475.00	\$ 165.00	\$ 4,125.00	\$ 145.00	\$ 3,625.00
80	228	LF	R	510	PIPE, 18" DIA. AWWA C-110 DIP(ALL DEPTHS)INCLUDING EXCAVATION AND BACKFILL	\$ 250.00	\$ 57,000.00	\$ 110.00	\$ 25,080.00	\$ 300.00	\$ 68,400.00	\$ 245.00	\$ 55,860.00	\$ 345.00	\$ 78,660.00
81	1	TON	R	510	DUCTILE IRON FITTINGS(ALL SIZES)	\$ 7,500.00	\$ 3,750.00	\$ 8,500.00	\$ 4,250.00	\$ 15,600.00	\$ 7,800.00	\$ 3,600.00	\$ 1,800.00	\$ 8,200.00	\$ 4,100.00
82	1	LS	R	510	BYPASS PUMPING	\$ 14,000.00	\$ 14,000.00	\$ 16,000.00	\$ 16,000.00	\$ 33,900.00	\$ 33,900.00	\$ 45,000.00	\$ 45,000.00	\$ 140,000.00	\$ 140,000.00
83	5	EA	R	511	FIRE HYDRANT ASSEMBLY	\$ 4,600.00	\$ 23,000.00	\$ 4,200.00	\$ 21,000.00	\$ 5,900.00	\$ 29,500.00	\$ 4,000.00	\$ 20,000.00	\$ 6,800.00	\$ 34,000.00
84	5	EA	R	511	REMOVAL OF EXISTING FIRE HYDRANT	\$ 2,200.00	\$ 11,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,610.00	\$ 8,050.00	\$ 1,000.00	\$ 5,000.00	\$ 900.00	\$ 4,500.00
85	1	EA	R	511	AIR/VACUUM RELEASE VALVE ASSEMBLY 2" DIA	\$ 9,500.00	\$ 9,500.00	\$ 2,800.00	\$ 2,800.00	\$ 8,000.00	\$ 8,000.00	\$ 4,300.00	\$ 4,300.00	\$ 8,900.00	\$ 8,900.00
86	1	EA	R	5100	REMOVAL OF EXISTING AIR/VACUUM RELEASE VALVE ASSEMBLY	\$ 2,200.00	\$ 2,200.00	\$ 800.00	\$ 800.00	\$ 2,410.00	\$ 2,410.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
87	6700	LF	T	512	PORT CTB(FUR&INST) (LOW PROF) (TY1)	\$ 35.00	\$ 234,500.00	\$ 46.00	\$ 308,200.00	\$ 9.25	\$ 61,975.00	\$ 30.00	\$ 201,000.00	\$ 20.00	\$ 134,000.00
88	1080	LF	T	512	PORT CTB (FUR&INST)(LOW PROF) (TY2)	\$ 40.00	\$ 43,200.00	\$ 46.00	\$ 49,680.00	\$ 8.95	\$ 9,666.00	\$ 35.00	\$ 37,800.00	\$ 62.00	\$ 66,960.00
89	6140	LF	T	512	PORT CTB (MOVE)(LOW PROF) (TY1)	\$ 4.00	\$ 24,560.00	\$ 5.00	\$ 30,700.00	\$ 9.65	\$ 59,251.00	\$ 10.00	\$ 61,400.00	\$ 10.00	\$ 61,400.00
90	700	LF	T	512	PORT CTB(MOVE)(LOW PROF)(TY2)	\$ 4.00	\$ 2,800.00	\$ 5.00	\$ 3,500.00	\$ 8.50	\$ 5,950.00	\$ 20.00	\$ 14,000.00	\$ 20.00	\$ 14,000.00
91	6700	LF	T	512	PORT CTB (REMOVE)(LOW PROF)(TY 1)	\$ 6.00	\$ 40,200.00	\$ 6.00	\$ 40,200.00	\$ 9.25	\$ 61,975.00	\$ 12.00	\$ 80,400.00	\$ 11.00	\$ 73,700.00
92	1020	LF	T	512	PORT CTB (REMOVE)(LOW PROF)(TY 2)	\$ 10.00	\$ 10,200.00	\$ 6.00	\$ 6,120.00	\$ 8.95	\$ 9,129.00	\$ 16.00	\$ 16,320.00	\$ 22.00	\$ 22,440.00
93	3	EA	T	531	CURB RAMPS(TY 1)	\$ 1,500.00	\$ 4,500.00	\$ 2,800.00	\$ 8,400.00	\$ 1,310.00	\$ 3,930.00	\$ 1,500.00	\$ 4,500.00	\$ 2,400.00	\$ 7,200.00
94	24	EA	T	531	CURB RAMPS(TY 7)	\$ 1,500.00	\$ 36,000.00	\$ 2,800.00	\$ 67,200.00	\$ 1,240.00	\$ 29,760.00	\$ 1,600.00	\$ 38,400.00	\$ 2,600.00	\$ 62,400.00
95	264	LF	T	542	REMOVE METAL BEAM GUARD FENCE	\$ 3.00	\$ 792.00	\$ 15.00	\$ 3,960.00	\$ 5.85	\$ 1,544.40	\$ 4.00	\$ 1,056.00	\$ 7.00	\$ 1,848.00
96	4	EA	T	542	REMOVE TERMINAL ANCHOR SECTION	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 213.00	\$ 852.00	\$ 600.00	\$ 2,400.00	\$ 260.00	\$ 1,040.00
97	86	LF	T	556	PIPE, UNDERDRAINS, 6 IN. TYPE 8	\$ 26.00	\$ 2,236.00	\$ 65.00	\$ 5,590.00	\$ 36.90	\$ 3,173.40	\$ 30.00	\$ 2,580.00	\$ 58.00	\$ 4,988.00
98	35	LF	R	559	CONC BOX CULV(6FTX3FT)	\$ 380.00	\$ 13,300.00	\$ 650.00	\$ 22,750.00	\$ 620.00	\$ 21,700.00	\$ 550.00	\$ 19,250.00	\$ 835.00	\$ 29,225.00
99	11308	SY	R	602	BLOCK SODDING	\$ 3.50	\$ 39,578.00	\$ 7.00	\$ 79,156.00	\$ 7.60	\$ 85,940.80	\$ 13.00	\$ 147,004.00	\$ 15.00	\$ 169,620.00
100	3	EA	T	610	REMOVE RD IL ASM(SHOE-BASE)	\$ 440.00	\$ 1,320.00	\$ 100.00	\$ 300.00	\$ 310.00	\$ 930.00	\$ 350.00	\$ 1,050.00	\$ 370.00	\$ 1,110.00
101	26	EA	T	610	IN RD IL(TY SA) 40T-8(250W EQ) LED	\$ 4,250.00	\$ 110,500.00	\$ 5,600.00	\$ 145,600.00	\$ 3,460.00	\$ 89,960.00	\$ 3,900.00	\$ 101,400.00	\$ 3,900.00	\$ 101,400.00
102	4605	LF	T	618	CONDT(PVC) (SCH 40) (2")	\$ 9.00	\$ 41,445.00	\$ 7.00	\$ 32,235.00	\$ 18.90	\$ 87,034.50	\$ 20.00	\$ 92,100.00	\$ 21.00	\$ 96,705.00
103	1650	LF	T	618	CONDT(PVC) (SCH 80) (2")	\$ 11.00	\$ 18,150.00	\$ 9.00	\$ 14,850.00	\$ 19.95	\$ 32,917.50	\$ 22.00	\$ 36,300.00	\$ 23.00	\$ 37,950.00
104	1365	LF	T	618	CONDT(PVC) (SCH 80) (2") (BORE)	\$ 24.00	\$ 32,760.00	\$ 28.00	\$ 38,220.00	\$ 55.60	\$ 75,894.00	\$ 63.00	\$ 85,995.00	\$ 62.00	\$ 84,630.00
105	715	LF	T	618	CONDT(PVC) (SCH 80) (3")	\$ 16.00	\$ 11,440.00	\$ 15.00	\$ 10,725.00	\$ 24.15	\$ 17,267.25	\$ 27.00	\$ 19,305.00	\$ 27.00	\$ 19,305.00
106	2730	LF	T	618	CONDT(PVC) (SCH 80) (3") (BORE)	\$ 38.00	\$ 103,740.00	\$ 28.00	\$ 76,440.00	\$ 59.80	\$ 163,254.00	\$ 65.00	\$ 177,450.00	\$ 67.00	\$ 182,910.00
107	50	LF	T	618	CONDT(PVC) (SCH 80) (4")	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 25.20	\$ 1,260.00	\$ 28.00	\$ 1,400.00	\$ 30.00	\$ 1,500.00
108	4775	LF	T	620	ELEC CONDR (NO.8) BARE	\$ 1.20	\$ 5,730.00	\$ 2.00	\$ 9,550.00	\$ 0.95	\$ 4,536.25	\$ 1.00	\$ 4,775.00	\$ 1.10	\$ 5,252.50
109	6330	LF	T	620	ELEC CONDR (NO.8) INSULATED	\$ 1.40	\$ 8,862.00	\$ 3.00	\$ 18,990.00	\$ 1.05	\$ 6,646.50	\$ 1.10	\$ 6,963.00	\$ 1.20	\$ 7,596.00



BID TABULATION
CITY OF ROUND ROCK
University Boulevard Widening - IH 35 to Sunrise Road

June 18, 2020: 2:00 PM
3400 Sunrise Road; Round Rock, TX 78664



BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		DeNucci Constructors, LLC		Capital Excavation Co		Smith Contracting Co., Inc.		Jordan Foster Construction	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	
110	445	LF	T	620	ELEC CONDR (NO.6) BARE	\$ 1.40	\$ 623.00	\$ 2.00	\$ 890.00	\$ 3.15	\$ 1,401.75	\$ 3.50	\$ 1,557.50	\$ 3.60	\$ 1,602.00
111	890	LF	T	620	ELEC CONDR (NO.6) INSULATED	\$ 1.60	\$ 1,424.00	\$ 3.00	\$ 2,670.00	\$ 4.20	\$ 3,738.00	\$ 4.75	\$ 4,227.50	\$ 5.00	\$ 4,450.00
112	9	EA	T	624	GROUND BOX TY A (122311)	\$ 1,000.00	\$ 9,000.00	\$ 1,400.00	\$ 12,600.00	\$ 880.00	\$ 7,920.00	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00
113	26	EA	T	624	GROUND BOX TY D (162922)	\$ 1,100.00	\$ 28,600.00	\$ 1,500.00	\$ 39,000.00	\$ 1,470.00	\$ 38,220.00	\$ 1,600.00	\$ 41,600.00	\$ 1,650.00	\$ 42,900.00
114	4	EA	T	628	ELC SRV TY D 120/240 100 (NS) AL(E)PS(U)	\$ 5,000.00	\$ 20,000.00	\$ 10,500.00	\$ 42,000.00	\$ 7,000.00	\$ 28,000.00	\$ 7,900.00	\$ 31,600.00	\$ 7,800.00	\$ 31,200.00
115	2391	SF	R	640	MORTARED ROCK WALL	\$ 40.00	\$ 95,640.00	\$ 15.00	\$ 35,865.00	\$ 46.95	\$ 112,257.45	\$ 50.00	\$ 119,550.00	\$ 60.00	\$ 143,460.00
116	46	EA	T	644	IN SM RD SN SUP&AM TY10 BWG(1)SA(P)	\$ 475.00	\$ 21,850.00	\$ 750.00	\$ 34,500.00	\$ 640.00	\$ 29,440.00	\$ 700.00	\$ 32,200.00	\$ 725.00	\$ 33,350.00
117	19	EA	T	644	IN SM RD SN SUP&AM TY10 BWG(1)SA(P)	\$ 550.00	\$ 10,450.00	\$ 750.00	\$ 14,250.00	\$ 690.00	\$ 13,110.00	\$ 975.00	\$ 18,525.00	\$ 780.00	\$ 14,820.00
118	3	EA	T	644	RELOCATE SM RD SN SUP&AM (SIGN ONLY)	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00	\$ 107.00	\$ 321.00	\$ 600.00	\$ 1,800.00	\$ 200.00	\$ 600.00
119	38	EA	T	644	REMOVE SM RD SN SUP&AM	\$ 80.00	\$ 3,040.00	\$ 200.00	\$ 7,600.00	\$ 107.00	\$ 4,066.00	\$ 285.00	\$ 10,830.00	\$ 130.00	\$ 4,940.00
120	4	EA	T	680	INSTALL HWY TRF SIG (SYSTEM)	\$ 25,000.00	\$ 100,000.00	\$ 26,000.00	\$ 104,000.00	\$ 32,500.00	\$ 130,000.00	\$ 35,000.00	\$ 140,000.00	\$ 35,000.00	\$ 140,000.00
121	3	EA	T	680	REMOVING TRAFFIC SIGNALS	\$ 4,000.00	\$ 12,000.00	\$ 4,500.00	\$ 13,500.00	\$ 4,930.00	\$ 14,790.00	\$ 5,500.00	\$ 16,500.00	\$ 5,800.00	\$ 17,400.00
122	3	EA	T	681	TEMP TRAF SIGNALS	\$ 45,000.00	\$ 135,000.00	\$ 30,000.00	\$ 90,000.00	\$ 93,000.00	\$ 279,000.00	\$ 100,000.00	\$ 300,000.00	\$ 110,000.00	\$ 330,000.00
123	47	EA	T	682	VEH SIG SEC(12") LED (GRN)	\$ 220.00	\$ 10,340.00	\$ 400.00	\$ 18,800.00	\$ 370.00	\$ 17,390.00	\$ 400.00	\$ 18,800.00	\$ 400.00	\$ 18,800.00
124	28	EA	T	682	VEH SIG SEC(12") LED (GRN ARW)	\$ 230.00	\$ 6,440.00	\$ 400.00	\$ 11,200.00	\$ 370.00	\$ 10,360.00	\$ 400.00	\$ 11,200.00	\$ 400.00	\$ 11,200.00
125	47	EA	T	682	VEH SIG SEC(12") LED (YEL)	\$ 230.00	\$ 10,810.00	\$ 400.00	\$ 18,800.00	\$ 370.00	\$ 17,390.00	\$ 400.00	\$ 18,800.00	\$ 400.00	\$ 18,800.00
126	33	EA	T	682	VEH SIG SEC (12") LED(YEL ARW)	\$ 220.00	\$ 7,260.00	\$ 400.00	\$ 13,200.00	\$ 370.00	\$ 12,210.00	\$ 400.00	\$ 13,200.00	\$ 400.00	\$ 13,200.00
127	44	EA	T	682	VEH SIG SEC(12") LED (RED)	\$ 220.00	\$ 9,680.00	\$ 400.00	\$ 17,600.00	\$ 370.00	\$ 16,280.00	\$ 400.00	\$ 17,600.00	\$ 400.00	\$ 17,600.00
128	18	EA	T	682	VEH SIG SEC(12") LED (RED ARW)	\$ 230.00	\$ 4,140.00	\$ 400.00	\$ 7,200.00	\$ 370.00	\$ 6,660.00	\$ 400.00	\$ 7,200.00	\$ 400.00	\$ 7,200.00
129	22	EA	T	682	PED SIG SEC (LED)(COUNTDOWN)	\$ 557.00	\$ 12,254.00	\$ 800.00	\$ 17,600.00	\$ 440.00	\$ 9,680.00	\$ 475.00	\$ 10,450.00	\$ 500.00	\$ 11,000.00
130	49	EA	T	682	BACK PLATE 9(12")(3 SEC)	\$ 80.00	\$ 3,920.00	\$ 200.00	\$ 9,800.00	\$ 83.90	\$ 4,111.10	\$ 90.00	\$ 4,410.00	\$ 90.00	\$ 4,410.00
131	7	EA	T	682	BACK PLATE 9(12")(4 SEC)	\$ 95.00	\$ 665.00	\$ 200.00	\$ 1,400.00	\$ 89.20	\$ 624.40	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00
132	9	EA	T	682	BACK PLATE 9(12")(5 SEC)	\$ 100.00	\$ 900.00	\$ 200.00	\$ 1,800.00	\$ 94.40	\$ 849.60	\$ 100.00	\$ 900.00	\$ 110.00	\$ 990.00
133	3400	LF	T	684	TRF SIG CBL (TY A) (12 AWG) (3 CONDR)	\$ 2.00	\$ 6,800.00	\$ 4.00	\$ 13,600.00	\$ 1.25	\$ 4,250.00	\$ 1.45	\$ 4,930.00	\$ 1.35	\$ 4,590.00
134	3438	LF	T	684	TRF SIG CBL (TY A)(14 AWG) (4 CONDR)	\$ 2.00	\$ 6,876.00	\$ 4.00	\$ 13,752.00	\$ 1.55	\$ 5,328.90	\$ 1.75	\$ 6,016.50	\$ 1.75	\$ 6,016.50
135	5007	LF	T	684	TRF SIG CBL (TY A)(14 AWG) (7 CONDR)	\$ 2.50	\$ 12,517.50	\$ 5.00	\$ 25,035.00	\$ 2.10	\$ 10,514.70	\$ 2.25	\$ 11,265.75	\$ 2.30	\$ 11,516.10
136	2705	LF	T	684	TRF SIG CBL (TY A)(14 AWG) (20 CONDR)	\$ 5.00	\$ 13,525.00	\$ 10.00	\$ 27,050.00	\$ 4.20	\$ 11,361.00	\$ 4.50	\$ 12,172.50	\$ 4.50	\$ 12,172.50
137	3905	LF	T	684	TRF SIG CBL (TY A)(14 AWG) (2 CONDR)	\$ 2.00	\$ 7,810.00	\$ 6.00	\$ 23,430.00	\$ 2.10	\$ 8,200.50	\$ 2.25	\$ 8,786.25	\$ 2.35	\$ 9,176.75
138	1	EA	T	686	INS TRF SIG PL AM(S)1 ARM(28') LUM&ILSN	\$ 7,500.00	\$ 7,500.00	\$ 10,500.00	\$ 10,500.00	\$ 7,600.00	\$ 7,600.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
139	1	EA	T	686	INS TRF SIG PL AM(S)1 ARM(36') LUM&ILSN	\$ 8,000.00	\$ 8,000.00	\$ 12,500.00	\$ 12,500.00	\$ 8,700.00	\$ 8,700.00	\$ 9,800.00	\$ 9,800.00	\$ 10,000.00	\$ 10,000.00
140	2	EA	T	686	INS TRF SIG PL AM(S)1 ARM(40') LUM&ILSN	\$ 9,500.00	\$ 19,000.00	\$ 14,500.00	\$ 29,000.00	\$ 9,300.00	\$ 18,600.00	\$ 10,500.00	\$ 21,000.00	\$ 10,500.00	\$ 21,000.00
141	4	EA	T	686	INS TRF SIG PL AM(S)1 ARM(48') LUM&ILSN	\$ 14,000.00	\$ 56,000.00	\$ 16,500.00	\$ 66,000.00	\$ 10,400.00	\$ 41,600.00	\$ 11,700.00	\$ 46,800.00	\$ 12,000.00	\$ 48,000.00
142	1	EA	T	686	INS TRF SIG PL AM(S)1 ARM(50') LUM&ILSN	\$ 23,500.00	\$ 23,500.00	\$ 26,000.00	\$ 26,000.00	\$ 23,400.00	\$ 23,400.00	\$ 26,500.00	\$ 26,500.00	\$ 26,000.00	\$ 26,000.00
143	1	EA	T	686	INS TRF SIG PL AM(S)1 ARM(55') LUM&ILSN	\$ 21,500.00	\$ 21,500.00	\$ 26,000.00	\$ 26,000.00	\$ 23,000.00	\$ 23,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,500.00	\$ 26,500.00
144	1	EA	T	686	INS TRF SIG PL AM(S)1 ARM(55') LUM&ILSN	\$ 25,000.00	\$ 25,000.00	\$ 29,500.00	\$ 29,500.00	\$ 24,000.00	\$ 24,000.00	\$ 27,000.00	\$ 27,000.00	\$ 26,500.00	\$ 26,500.00
145	1	EA	T	686	INS TRF SIG PL AM(S)1 ARM(60') LUM&ILSN	\$ 23,500.00	\$ 23,500.00	\$ 28,000.00	\$ 28,000.00	\$ 23,500.00	\$ 23,500.00	\$ 26,500.00	\$ 26,500.00	\$ 27,000.00	\$ 27,000.00
146	2	EA	T	686	INS TRF SIG PL AM(S)1 ARM(60') LUM&ILSN	\$ 21,500.00	\$ 43,000.00	\$ 32,000.00	\$ 64,000.00	\$ 24,900.00	\$ 49,800.00	\$ 28,000.00	\$ 56,000.00	\$ 28,000.00	\$ 56,000.00
147	2	EA	T	686	INS TRF SIG PL AM(S)1 ARM(65') LUM&ILSN	\$ 25,000.00	\$ 50,000.00	\$ 30,000.00	\$ 60,000.00	\$ 25,100.00	\$ 50,200.00	\$ 28,000.00	\$ 56,000.00	\$ 28,500.00	\$ 57,000.00
148	17	EA	T	687	PED POLEASSEMBLY	\$ 2,250.00	\$ 38,250.00	\$ 4,800.00	\$ 81,600.00	\$ 2,310.00	\$ 39,270.00	\$ 2,500.00	\$ 42,500.00	\$ 2,500.00	\$ 42,500.00
149	22	EA	T	688	PED DETECT PUSH BUTTON (APS)	\$ 900.00	\$ 19,800.00	\$ 4,500.00	\$ 99,000.00	\$ 790.00	\$ 17,380.00	\$ 875.00	\$ 19,250.00	\$ 900.00	\$ 19,800.00
150	4	EA	T	688	PED DETECTOR CONTROLLER	\$ 3,200.00	\$ 12,800.00	\$ 3,500.00	\$ 14,000.00	\$ 2,730.00	\$ 10,920.00	\$ 3,000.00	\$ 12,000.00	\$ 3,200.00	\$ 12,800.00
151	1	LS	R	700	MOBILIZATION	\$ 819,979.00	\$ 819,979.00	\$ 300,000.00	\$ 300,000.00	\$ 1,350,000.00	\$ 1,350,000.00	\$ 600,000.00	\$ 600,000.00	\$ 740,000.00	\$ 740,000.00
152	1	LS	R	801	CONSTRUCTION DETOURS (ROAD)	\$ 125,000.00	\$ 125,000.00	\$ 40,000.00	\$ 40,000.00	\$ 24,600.00	\$ 24,600.00	\$ 22,800.00	\$ 22,800.00	\$ 70,000.00	\$ 70,000.00
153	1	LS	R	801	COUNSTRUCTION DETOURS (SDSW)	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 860.00	\$ 860.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00
154	24	MO	R	803	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 8,000.00	\$ 192,000.00	\$ 5,500.00	\$ 132,000.00	\$ 10,000.00	\$ 240,000.00	\$ 10,000.00	\$ 240,000.00	\$ 21,800.00	\$ 523,200.00
155	8006	LS	R	870	WK ZN PAV MRK NON-REMOV(W) 4" BRK	\$ 0.40	\$ 3,202.40	\$ 1.00	\$ 8,006.00	\$ 0.60	\$ 4,803.60	\$ 0.50	\$ 4,003.00	\$ 0.50	\$ 4,003.00
156	21019	LF	R	870	WK ZN PAV MRK NON-REMOV(W) 4" SLD	\$ 0.25	\$ 5,254.75	\$ 1.00	\$ 21,019.00	\$ 0.60	\$ 12,611.40	\$ 0.45	\$ 9,458.55	\$ 0.50	\$ 10,509.50
157	138	LF	R	870	WK ZN PAV MRK NON-REMOV(W) 8" LNDP	\$ 2.10	\$ 289.80	\$ 1.50	\$ 207.00	\$ 1.15	\$ 158.70	\$ 1.25	\$ 172.50	\$ 1.75	\$ 241.50
158	622	LF	R	870	WK ZN PAV MRK NON-REMOV(W) 8"SLD	\$ 0.65	\$ 404.30	\$ 2.00	\$ 1,244.00	\$ 1.15	\$ 715.30	\$ 1.25	\$ 777.50	\$ 1.25	\$ 777.50
159	395	LF	R	870	WK ZN PAV MRK NON-REMOV(W) 12" SLD	\$ 1.50	\$ 592.50	\$ 4.00	\$ 1,580.00	\$ 2.30	\$ 908.50	\$ 3.50	\$ 1,382.50	\$ 3.70	\$ 1,461.50
160	1209	LF	R	870	WK ZN PAV MRK NON-REMOV(W) 24" SLD	\$ 2.40	\$ 2,901.60	\$ 8.00	\$ 9,672.00	\$ 4.60	\$ 5,561.40	\$ 7.00	\$ 8,463.00	\$ 7.50	\$ 9,067.50
161	34	EA	R	870	WK ZN PAV MRK NON-REMOV(W) ARROW	\$ 65.00	\$ 2,210.00	\$ 150.00	\$ 5,100.00	\$ 91.30	\$ 3,104.20	\$ 115.00	\$ 3,910.00	\$ 125.00	\$ 4,250.00
162	34	EA	R	870	WK ZN PAV MRK NON-REMOV(W) WORD	\$ 70.00	\$ 2,380.00	\$ 250.00	\$ 8,500.00	\$ 113.00	\$ 3,842.00	\$ 200.00	\$ 6,800.00	\$ 220.00	\$ 7,480.00
163	336	LF	R	870	WK ZN PAV MRK NON-REMOV(Y) 4" BRK	\$ 0.25	\$ 84.00	\$ 1.00	\$ 336.00	\$ 0.65	\$ 218.40	\$ 0.50	\$ 168.00	\$ 0.55	\$ 184.80
164	31570	LF	R	871	WK ZN PAV MRK NON-REMOV(Y) 4" SLD	\$ 0.25	\$ 7,892.50	\$ 1.00	\$ 31,570.00	\$ 0.65	\$ 20,520.50	\$ 0.50	\$ 15,785.00	\$ 0.55	\$ 17,363.50
165	8582	LF	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 4" 100 MILS W	\$ 0.50	\$ 4,291.00	\$ 1.00	\$ 8,582.00	\$ 0.70	\$ 6,007.40	\$ 0.70	\$ 6,007.40	\$ 0.76	\$ 6,522.32



BID TABULATION
CITY OF ROUND ROCK
University Boulevard Widening - IH 35 to Sunrise Road
June 18, 2020: 2:00 PM
3400 Sunrise Road; Round Rock, TX 78664

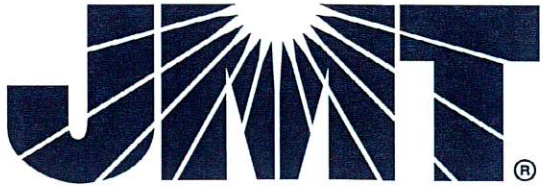


BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		DeNucci Constructors, LLC		Capital Excavation Co		Smith Contracting Co., Inc.		Jordan Foster Construction	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
166	8305	LF	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 8" 100 MILS W	\$ 1.00	\$ 8,305.00	\$ 2.00	\$ 16,610.00	\$ 1.25	\$ 10,381.25	\$ 1.10	\$ 9,135.50	\$ 1.25	\$ 10,381.25
167	2611	LF	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 12" 100 MILS W	\$ 3.50	\$ 9,138.50	\$ 4.00	\$ 10,444.00	\$ 3.35	\$ 8,746.85	\$ 4.00	\$ 10,444.00	\$ 4.00	\$ 10,444.00
168	826	LF	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 24" 100 MILS W	\$ 8.00	\$ 6,608.00	\$ 9.00	\$ 7,434.00	\$ 6.65	\$ 5,492.90	\$ 9.00	\$ 7,434.00	\$ 9.50	\$ 7,847.00
169	4469	LF	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 4" 100 MILS Y	\$ 0.50	\$ 2,234.50	\$ 5.00	\$ 22,345.00	\$ 0.65	\$ 2,904.85	\$ 0.70	\$ 3,128.30	\$ 0.76	\$ 3,396.44
170	296	LF	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 12" 100 MILS Y	\$ 3.00	\$ 888.00	\$ 5.00	\$ 1,480.00	\$ 3.35	\$ 991.60	\$ 4.25	\$ 1,258.00	\$ 4.66	\$ 1,379.36
171	72	EA	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS ARROW 100 MILS W	\$ 110.00	\$ 7,920.00	\$ 400.00	\$ 28,800.00	\$ 136.00	\$ 9,792.00	\$ 190.00	\$ 13,680.00	\$ 205.00	\$ 14,760.00
172	1	EA	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS DBL ARROW 100 MILS W	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 190.00	\$ 190.00	\$ 300.00	\$ 300.00	\$ 315.00	\$ 315.00
173	63	EA	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS (WORD) 100 MILS W	\$ 140.00	\$ 8,820.00	\$ 400.00	\$ 25,200.00	\$ 169.00	\$ 10,647.00	\$ 275.00	\$ 17,325.00	\$ 315.00	\$ 19,845.00
174	27	EA	R	871	REFLECTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS (SYMBOLS) 100 MILS W	\$ 170.00	\$ 4,590.00	\$ 100.00	\$ 2,700.00	\$ 76.90	\$ 2,076.30	\$ 50.00	\$ 1,350.00	\$ 56.00	\$ 1,512.00
175	8582	LF	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (4")(W)	\$ 0.15	\$ 1,287.30	\$ 1.00	\$ 8,582.00	\$ 0.40	\$ 3,432.80	\$ 0.40	\$ 3,432.80	\$ 0.45	\$ 3,861.90
176	8305	LF	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (8")(W)	\$ 0.35	\$ 2,906.75	\$ 2.00	\$ 16,610.00	\$ 0.80	\$ 6,644.00	\$ 1.10	\$ 9,135.50	\$ 1.20	\$ 9,966.00
177	2611	LF	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (12")(W)	\$ 1.50	\$ 3,916.50	\$ 4.00	\$ 10,444.00	\$ 1.00	\$ 2,611.00	\$ 2.75	\$ 7,180.25	\$ 3.15	\$ 8,224.65
178	826	LF	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (24")(W)	\$ 3.00	\$ 2,478.00	\$ 7.00	\$ 5,782.00	\$ 2.00	\$ 1,652.00	\$ 4.40	\$ 3,634.40	\$ 4.70	\$ 3,882.20
179	4469	LF	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (4")(Y)	\$ 0.15	\$ 670.35	\$ 1.00	\$ 4,469.00	\$ 0.40	\$ 1,787.60	\$ 0.40	\$ 1,787.60	\$ 0.45	\$ 2,011.05
180	296	LF	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (12")(Y)	\$ 1.60	\$ 473.60	\$ 4.00	\$ 1,184.00	\$ 2.00	\$ 592.00	\$ 3.00	\$ 888.00	\$ 3.15	\$ 932.40
181	63	EA	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (WORD)(W)	\$ 65.00	\$ 4,095.00	\$ 400.00	\$ 25,200.00	\$ 101.00	\$ 6,363.00	\$ 175.00	\$ 11,025.00	\$ 188.00	\$ 11,844.00
182	72	EA	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (ARROW)(W)	\$ 50.00	\$ 3,600.00	\$ 200.00	\$ 14,400.00	\$ 76.90	\$ 5,536.80	\$ 110.00	\$ 7,920.00	\$ 119.00	\$ 8,568.00
183	1	EA	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (DBL ARROW)(W)	\$ 78.00	\$ 78.00	\$ 250.00	\$ 250.00	\$ 118.00	\$ 118.00	\$ 150.00	\$ 150.00	\$ 158.00	\$ 158.00
184	27	EA	R	871	REFLECTORIZED TY II PAINT PAVEMENT MARKINGS (SYMBOL)(W)	\$ 150.00	\$ 4,050.00	\$ 100.00	\$ 2,700.00	\$ 25.65	\$ 692.55	\$ 75.00	\$ 2,025.00	\$ 82.00	\$ 2,214.00
185	651	EA	R	873	CLASS B RAISED PAVEMENT MARKINGS (TY-I-C)	\$ 3.25	\$ 2,115.75	\$ 10.00	\$ 6,510.00	\$ 5.40	\$ 3,515.40	\$ 4.75	\$ 3,092.25	\$ 5.00	\$ 3,255.00
186	142	EA	R	873	CLASS B RAISED PAVEMENT MARKINGS (TY-II-C)	\$ 3.00	\$ 426.00	\$ 10.00	\$ 1,420.00	\$ 5.40	\$ 766.80	\$ 4.75	\$ 674.50	\$ 5.00	\$ 710.00
187	13677	LF	R	874	ELIM EXT PAV MRK&MRKS (4")	\$ 0.50	\$ 6,838.50	\$ 1.00	\$ 13,677.00	\$ 0.80	\$ 10,941.60	\$ 0.60	\$ 8,206.20	\$ 0.70	\$ 9,573.90
188	357	LF	R	874	ELIM EXT PAV MRK&MRKS (12")	\$ 3.00	\$ 1,071.00	\$ 2.00	\$ 714.00	\$ 1.65	\$ 589.05	\$ 1.25	\$ 446.25	\$ 1.25	\$ 446.25
189	213	LF	R	874	ELIM EXT PAV MRK&MRKS (24")	\$ 3.50	\$ 745.50	\$ 5.00	\$ 1,065.00	\$ 4.90	\$ 1,043.70	\$ 3.50	\$ 745.50	\$ 3.75	\$ 798.75
190	31	EA	R	874	ELIM EXT PAV MRK&MRKS (ARROW)	\$ 100.00	\$ 3,100.00	\$ 75.00	\$ 2,325.00	\$ 66.70	\$ 2,067.70	\$ 62.00	\$ 1,922.00	\$ 70.00	\$ 2,170.00
191	26	EA	R	874	ELIM EXT PAV MRK&MRKS (WORD)	\$ 110.00	\$ 2,860.00	\$ 100.00	\$ 2,600.00	\$ 87.20	\$ 2,267.20	\$ 85.00	\$ 2,210.00	\$ 95.00	\$ 2,470.00
192	13051	LF	R	875	PAVEMENT SURFACE PREPERATION (4")	\$ 0.25	\$ 3,262.75	\$ 0.50	\$ 6,525.50	\$ 0.10	\$ 1,305.10	\$ 0.07	\$ 913.57	\$ 0.06	\$ 783.06
193	8305	LF	R	875	PAVEMENT SURFACE PREPERATION (8")	\$ 0.50	\$ 4,152.50	\$ 0.50	\$ 4,152.50	\$ 0.15	\$ 1,245.75	\$ 0.12	\$ 996.60	\$ 0.12	\$ 996.60
194	2907	LF	R	875	PAVEMENT SURFACE PREPERATION (12")	\$ 0.80	\$ 2,325.60	\$ 0.50	\$ 1,453.50	\$ 0.25	\$ 726.75	\$ 0.64	\$ 1,860.48	\$ 0.68	\$ 1,976.76
195	826	LF	R	875	PAVEMENT SURFACE PREPERATION (24")	\$ 1.50	\$ 1,239.00	\$ 1.00	\$ 826.00	\$ 0.50	\$ 413.00	\$ 1.10	\$ 908.60	\$ 1.25	\$ 1,032.50
196	72	EA	R	875	PAVEMENT SURFACE PREPERATION (ARROW)	\$ 45.00	\$ 3,240.00	\$ 100.00	\$ 7,200.00	\$ 20.50	\$ 1,476.00	\$ 50.00	\$ 3,600.00	\$ 56.00	\$ 4,032.00
197	1	EA	R	875	PAVEMENT SURFACE PREPERATION (DBL ARROW)	\$ 90.00	\$ 90.00	\$ 100.00	\$ 100.00	\$ 27.70	\$ 27.70	\$ 65.00	\$ 65.00	\$ 70.00	\$ 70.00
198	63	EA	R	875	PAVEMENT SURFACE PREPERATION (WORD)	\$ 50.00	\$ 3,150.00	\$ 100.00	\$ 6,300.00	\$ 22.55	\$ 1,420.65	\$ 75.00	\$ 4,725.00	\$ 80.00	\$ 5,040.00
199	27	EA	R	875	PAVEMENT SURFACE PREPERATION (SYMBOL)	\$ 20.00	\$ 540.00	\$ 50.00	\$ 1,350.00	\$ 2.05	\$ 55.35	\$ 100.00	\$ 2,700.00	\$ 12.00	\$ 324.00
200	1904	SY	T	2000	DECOMPOSED GRANITE	\$ 60.00	\$ 114,240.00	\$ 35.00	\$ 66,640.00	\$ 10.15	\$ 19,325.60	\$ 24.00	\$ 45,696.00	\$ 35.00	\$ 66,640.00
201	1	EA	R	5001	STORM TROOPER(SWAQ-20)	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 38,500.00	\$ 38,500.00	\$ 45,000.00	\$ 45,000.00	\$ 70,000.00	\$ 70,000.00
202	2	EA	R	5001	STORM TROOPER(SWAQ-25)	\$ 30,000.00	\$ 60,000.00	\$ 32,000.00	\$ 64,000.00	\$ 41,900.00	\$ 83,800.00	\$ 44,000.00	\$ 88,000.00	\$ 95,000.00	\$ 190,000.00
203	1	EA	R	5001	STORM TROOPER(SWAQ-40)	\$ 35,000.00	\$ 35,000.00	\$ 44,000.00	\$ 44,000.00	\$ 55,000.00	\$ 55,000.00	\$ 65,000.00	\$ 65,000.00	\$ 140,000.00	\$ 140,000.00
204	1	EA	R	5001	STORM TROOPER(SWAQ-70 BYPASS)	\$ 60,000.00	\$ 60,000.00	\$ 64,000.00	\$ 64,000.00	\$ 78,000.00	\$ 78,000.00	\$ 86,000.00	\$ 86,000.00	\$ 80,000.00	\$ 80,000.00
205	2	EA	R	5001	STORM TROOPER(SWAQ-110)	\$ 50,000.00	\$ 100,000.00	\$ 68,000.00	\$ 136,000.00	\$ 83,000.00	\$ 166,000.00	\$ 85,000.00	\$ 170,000.00	\$ 138,000.00	\$ 276,000.00
206	4	EA	T	6002	VIVDS PROCESSOR SYSTEM	\$ 7,700.00	\$ 30,800.00	\$ 7,500.00	\$ 30,000.00	\$ 8,300.00	\$ 33,200.00	\$ 9,000.00	\$ 36,000.00	\$ 9,000.00	\$ 36,000.00
207	24	EA	T	6002	VIVDS CAMERA ASSEMBLY	\$ 1,750.00	\$ 42,000.00	\$ 2,500.00	\$ 60,000.00	\$ 1,780.00	\$ 42,720.00	\$ 2,000.00	\$ 48,000.00	\$ 2,000.00	\$ 48,000.00
208	4	EA	T	6002	VIVDS SET-UP SYSTEM	\$ 700.00	\$ 2,800.00	\$ 900.00	\$ 3,600.00	\$ 310.00	\$ 1,240.00	\$ 350.00	\$ 1,400.00	\$ 365.00	\$ 1,460.00
209	4	EA	T	6002	VIVDS CENTRAL CONTROL	\$ 2,750.00	\$ 11,000.00	\$ 4,000.00	\$ 16,000.00	\$ 2,620.00	\$ 10,480.00	\$ 2,900.00	\$ 11,600.00	\$ 3,000.00	\$ 12,000.00
210	6100	LF	T	6002	VIVDS COMMUNICATION CABLE (COAXIAL)	\$ 3.50	\$ 21,350.00	\$ 6.00	\$ 36,600.00	\$ 3.15	\$ 19,215.00	\$ 3.50	\$ 21,350.00	\$ 3.65	\$ 22,265.00
211	640	LF	T	6089	ETHERNET CABLE AND CONNECTORS	\$ 3.00	\$ 1,920.00	\$ 12.00	\$ 7,680.00	\$ 2.10	\$ 1,344.00	\$ 2.25	\$ 1,440.00	\$ 2.45	\$ 1,568.00
212	11	EA	T	6090	ILSN(LED)(8S)	\$ 4,050.00	\$ 44,550.00	\$ 5,200.00	\$ 57,200.00	\$ 2,830.00	\$ 31,130.00	\$ 3,000.00	\$ 33,000.00	\$ 3,200.00	\$ 35,200.00
213	4	EA	T	6090	ILSN(LED)(10S)	\$ 4,050.00	\$ 16,200.00	\$ 5,200.00	\$ 20,800.00	\$ 2,940.00	\$ 11,760.00	\$ 3,200.00	\$ 12,800.00	\$ 3,300.00	\$ 13,200.00
214	11	EA	N/A		OPTICOM DETECTOR GTT MODEL 722	\$ 1,600.00	\$ 17,600.00	\$ 6,500.00	\$ 71,500.00	\$ 1,570.00	\$ 17,270.00	\$ 1,700.00	\$ 18,700.00	\$ 1,700.00	\$ 18,700.00
215	4	EA	N/A		OPTICOM PHASE SELECTOR GTT MODEL 764	\$ 5,300.00	\$ 21,200.00	\$ 11,200.00	\$ 44,800.00	\$ 4,720.00	\$ 18,880.00	\$ 5,100.00	\$ 20,400.00	\$ 5,500.00	\$ 22,000.00
216	4	EA	N/A		OPTICOM CARD RACK GTT MODEL 760	\$ 700.00	\$ 2,800.00	\$ 6,500.00	\$ 26,000.00	\$ 790.00	\$ 3,160.00	\$ 900.00	\$ 3,600.00	\$ 900.00	\$ 3,600.00
217	1262	LF	N/A		OPTICOM CABLE GTT MODEL 138	\$ 4.25	\$ 5,363.50	\$ 12.00	\$ 15,144.00	\$ 4.20	\$ 5,300.40	\$ 4.75	\$ 5,994.50	\$ 5.00	\$ 6,310.00
218	4	EA	N/A		DUAL BAND (2.4/5.8) WIRELESS ETHERNET RADIO	\$ 2,100.00	\$ 8,400.00	\$ 4,500.00	\$ 18,000.00	\$ 2,100.00	\$ 8,400.00	\$ 2,300.00	\$ 9,200.00	\$ 2,300.00	\$ 9,200.00
219	4	EA	N/A		HARDERED ETHERNET SWITCH	\$ 2,100.00	\$ 8,400.00	\$ 2,500.00	\$ 10,000.00	\$ 1,680.00	\$ 6,720.00	\$ 1,800.00	\$ 7,200.00	\$ 1,800.00	\$ 7,200.00
220	4	EA	N/A		BATTERY BACK-UP SYSTEM	\$ 7,000.00	\$ 28,000.00	\$ 4,500.00	\$ 18,000.00	\$ 940.00	\$ 3,760.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00
221	3	EA	N/A		PTZ CAMERA	\$ 2,000.00	\$ 6,000.00	\$ 4,200.00	\$ 12,600.00	\$ 4,720.00	\$ 14,160.00	\$ 5,000.00	\$ 15,000.00	\$ 5,200.00	\$ 15,600.00
TOTAL BASE BID (Items 1 thru 221)						\$ 12,046,883.95	\$ 11,934,097.00	\$ 14,217,900.85	\$ 16,189,958.75	\$ 18,519,766.04					

Note: No mathematical errors were identified in Bid Form calculations submitted by the bidder.



BID TABULATION
CITY OF ROUND ROCK
University Boulevard Widening - IH 35 to Sunrise Road



June 18, 2020: 2:00 PM
3400 Sunrise Road; Round Rock, TX 78664

							Engineer's Opinion of Probable Construction Cost	DeNucci Constructors, LLC		Capital Excavation Co.		Smith Contracting Co., Inc.		Jordan Foster Construction		
BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ADD ALTERNATE 1 BID																
1A	2.35	STA	R	101		PREPARING RIGHT OF WAY	\$ 3,000.00	\$ 7,050.00	\$ 2,000.00	\$ 4,700.00	\$ 2,210.00	\$ 5,193.50	\$ 10,000.00	\$ 23,500.00	\$ 4,500.00	\$ 10,575.00
2A	1691	CY	R	111		EXCAVATION (PLAN QUANTITY)	\$ 7.00	\$ 11,837.00	\$ 4.00	\$ 6,764.00	\$ 22.45	\$ 37,962.95	\$ 35.00	\$ 59,185.00	\$ 24.00	\$ 40,584.00
3A	145	CY	R	132		EMBANKMENT SELECT FILL	\$ 35.00	\$ 5,075.00	\$ 12.00	\$ 1,740.00	\$ 98.60	\$ 14,297.00	\$ 35.00	\$ 5,075.00	\$ 78.00	\$ 11,310.00
4A	600	CY	R	210		FLEXIBLE BASE	\$ 35.00	\$ 21,000.00	\$ 48.00	\$ 28,800.00	\$ 46.80	\$ 28,080.00	\$ 60.00	\$ 36,000.00	\$ 65.00	\$ 39,000.00
5A	135	GAL	R	306		PRIME COAT	\$ 4.00	\$ 540.00	\$ 5.00	\$ 675.00	\$ 4.95	\$ 668.25	\$ 6.00	\$ 810.00	\$ 6.00	\$ 810.00
6A	260	TON	R	340		HOT MIX ASPHALTIC CONCRETE PAVEMENT, TYPE C	\$ 90.00	\$ 23,400.00	\$ 95.00	\$ 24,700.00	\$ 91.60	\$ 23,816.00	\$ 110.00	\$ 28,600.00	\$ 107.00	\$ 27,820.00
7A	702	LF	R	430		P.C. CONCRETE CURB AND GUTTER FINE GRADE	\$ 20.00	\$ 14,040.00	\$ 22.00	\$ 15,444.00	\$ 24.10	\$ 16,918.20	\$ 20.00	\$ 14,040.00	\$ 25.00	\$ 17,550.00
8A	1	CY	T	432		RIPRAP (CONC)(4 IN)	\$ 400.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 1,610.00	\$ 1,610.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
9A	78	SY	T	506		CONSTRUCTION EXISTS (INSTALL)(TY I)	\$ 25.00	\$ 1,950.00	\$ 54.00	\$ 4,212.00	\$ 14.95	\$ 1,166.10	\$ 16.00	\$ 1,248.00	\$ 18.00	\$ 1,404.00
10A	78	SY	T	506		CONSTRUCTION EXISTS (REMOVE)	\$ 10.00	\$ 780.00	\$ 12.00	\$ 936.00	\$ 11.75	\$ 916.50	\$ 13.00	\$ 1,014.00	\$ 14.00	\$ 1,092.00
11A	300	LF	T	506		TEMP SEDMT CONT FENCE (INSTALL)	\$ 2.50	\$ 750.00	\$ 3.00	\$ 900.00	\$ 3.20	\$ 960.00	\$ 3.50	\$ 1,050.00	\$ 4.00	\$ 1,200.00
12A	300	LF	T	506		TEMP SEDMT CONT FENCE (REMOVE)	\$ 1.00	\$ 300.00	\$ 1.00	\$ 300.00	\$ 1.05	\$ 315.00	\$ 1.25	\$ 375.00	\$ 1.25	\$ 375.00
13A	300	SY	R	602		BLOCK SODDING	\$ 3.50	\$ 1,050.00	\$ 8.00	\$ 2,400.00	\$ 10.70	\$ 3,210.00	\$ 13.00	\$ 3,900.00	\$ 22.00	\$ 6,600.00
14A	496	LF	R	870		WK ZN PAV MRK NON-REMV (Y)4"(SLD)	\$ 0.25	\$ 124.00	\$ 4.00	\$ 1,984.00	\$ 2.55	\$ 1,264.80	\$ 0.60	\$ 297.60	\$ 0.60	\$ 297.60
15A	461	LF	R	874		ELIM EXT PAV MRK & MRKS (4")	\$ 0.50	\$ 230.50	\$ 1.00	\$ 461.00	\$ 2.55	\$ 1,175.55	\$ 0.70	\$ 322.70	\$ 1.25	\$ 576.25
TOTAL ADD ALTERNATE 1 BID (Items 1A thru 15A)							\$ 88,526.50		\$ 94,816.00		\$ 137,553.85		\$ 177,417.30		\$ 160,693.85	

Note: No mathematical errors were identified in Bid Form calculations submitted by the bidder.

I hereby certify that this is a correct and true tabulation of all bids received.

Michael Curl 6/23/2020

Micahel Curl, P.E.
Johnson, Mirmiran & Thompson, Inc.
TBPE Firm Registration #F-16341
801 E. Old Settlers Blvd., Suite 102
Round Rock, TX 78664
Ph: 512-864-2833





Suite 102
801 E. Old Settlers Blvd
Round Rock, Texas
78664

TEL 512 864 2833
FAX 512 819 9625

June 23, 2020

Mr. Bill Stablein
City of Round Rock
3400 Sunrise Road
Round Rock, Texas 78664

**Re: City of Round Rock
University Boulevard Widening – IH 35 to Sunrise Road**

Dear Mr. Stablein:

Attached are the Bid Tabulation Sheets for the bids received at 2:00 PM on Thursday, June 18, 2020 for the above referenced project. This project publicly advertised on May 28th and June 4th, 2020 in the Round Rock Leader. Twenty-eight contractors were holding plans to bid the project. Four contractors attended the non-mandatory Pre-Bid meeting. Four bids were submitted by the advertised due date and time.

The Engineer's Construction Cost Estimate for the above referenced project was as follows:

<i>Engineers Opinion of Probable Construction Cost</i>	<i>Total Bid</i>	<i>% of LowBid</i>	<i>Total Base Bid</i>	<i>Add Alt No.1</i>
	\$12,135,410.45	101%	\$12,046,883.95	\$88,526.50

The four bids received are as follows:

<i>Bidder</i>	<i>Total Bid</i>	<i>% of LowBid</i>	<i>Total Base Bid</i>	<i>Add Alt No.1</i>
DeNucci Constructors, LLC	\$12,028,913.00	-	\$11,934,097.00	\$94,816.00
Capital Excavation Co.	\$14,355,454.70	119%	\$14,217,900.85	\$137,553.85
Smith Contracting Co., Inc.	\$16,367,376.05	136%	\$16,189,958.75	\$177,417.30
Jordan Foster Construction	\$18,680,459.89	155%	\$18,519,766.04	\$160,693.85

We consider these bids to represent adequate competition.

In our review of the Section 00410 Statement of Bidder Safety Experience provided by DeNucci Constructors, LLC, all form questions received satisfactory responses and we did



not find any items listed in the company OHSA 200/300 logs indicating any incidents uncommon to the construction industry.

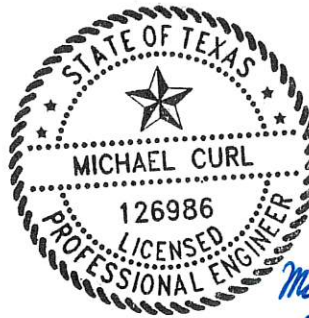
Based on the information obtained as a result of our review of the bidding documents received, we have found that **DeNucci Constructors, LLC** is capable of constructing the above referenced project and we have not found substantial basis to dismiss their bid from consideration. We recommend the City award the contract to **DeNucci Constructors, LLC** as the successful bidder.

Please contact me if you have any questions.

Very truly yours,
Johnson, Mirmiran & Thompson, Inc.
TBPE Firm Registration #F-16341

Michael Curl, P.E.

Enclosure: Sealed Bid Tabulation
Bid Opening Summary
Received Bid Log
Bid Opening Sign in Sheet



Michael Curl
6/23/2020

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

DeNucci Constructors, LLC
Austin, TX United States

Certificate Number:
2020-644143

Date Filed:
07/14/2020

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

City of Round Rock

Date Acknowledged:

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

University Blvd.
Reconstruction of University Blvd. From IH 35 to Sunrise Rd

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 PAUL T. DENUCCI, and my date of birth is [REDACTED].

My address is B310-1 Cap.Tx.Hwy N.#275, AUSTIN, TX, 78731, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TX, on the 14th day of July, 2020.
(month) (year)

Paul T. DeNucci
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between Capital Area Metropolitan Planning Organization (CAMPO) and the Texas Department of Transportation (TXDOT) identifying mutual responsibilities in carrying out the metropolitan planning process.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0199

To approve the Memorandum of Understanding (MOU) between the Capital Area Metropolitan Planning Organization (CAMPO), Texas Department of Transportation (TXDOT) and the City of Round Rock, in accordance with regulations 23 CFR 450.314.

Per MAP-21 and the FAST Act, federal regulations require a written agreement between the MPO, State DOT and public transit providers to clearly identify in a written agreement their mutual responsibilities in carrying out the metropolitan planning process.

This agreement includes specific provisions for cooperatively developing and sharing information related to the development of financial plans, performance data, performance targets and the reporting and tracking progress.

RESOLUTION NO. R-2020-0199

WHEREAS, the Fixing America's Surface Transportation Act ("FAST Act") requires the Capital Area Metropolitan Planning Organization ("MPO") and the City of Round Rock ("City") to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process as set forth in 23 CFR 450.314; and

WHEREAS, the MPO, State Department of Transportation ("DOT"), and the City, as the public transit provider, shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System; and

WHEREAS, the City wishes to enter into a Memorandum of Understanding with the MPO and State DOT to outline and identify their mutual responsibilities in carrying out the metropolitan transportation planning process, 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 Memorandum of Understanding with the Capital Metropolitan Planning Organization and the State Department of Transportation, a copy of same being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**MEMORANDUM OF
UNDERSTANDING**

AMONG

THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (MPO)

TEXAS DEPARTMENT OF TRANSPORTATION

CITY OF ROUND ROCK

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) promulgated regulations 23 CFR 450.314, and

WHEREAS, the MPO and the City of Round Rock are required by 23 CFR 450.314 to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, and

WHEREAS, these responsibilities shall be clearly identified in written agreements among the MPO and the City of Round Rock (Transit Provider), and

WHEREAS, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (MTP), the metropolitan Transportation Improvement Program ("TIP"), and development of the annual listing of obligated projects.

WHEREAS, the MPO and the designated air quality planning agency entered into a written agreement on May 12, 1978, followed by a letter from the Governor of Texas to the United States Environmental Protection Agency dated July 24, 1978, describing their respective roles and responsibilities for air quality related transportation planning. The agreement and letter were submitted as part of a revision to the State Implementation Plan that was approved by the United States Environmental Protection Agency on March 29, 1982, effective May 28, 1982. The roles and responsibilities for air quality related transportation planning were subsequently codified in Title 30 Texas Administrative Code Chapter 114, Subchapter G Transportation Planning, which was approved into the State Implementation Plan on November 8, 1995, effective January 8, 1996.

WHEREAS, the federal regulations require that the MPO, State DOT, and the public transit providers shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** It is the purpose of this Memorandum of Understanding (MOU) to make provision for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming in the Capital Area Metropolitan Planning Area and to provide an agreement between the State of Texas Department of Transportation (TxDOT), Capital Area Metropolitan Planning Organization (MPO), the City of Round Rock, in accordance with current Federal Legislation and as required by 23 CFR 450.314.
2. **Responsibilities of all parties.** All parties will:
 - a. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance-based planning format and final form. Decide upon and adopt performance targets for this planning process in accordance with Federal and State requirements and guidance.
 - b. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (“MTP”) and TIP.
 - c. Ensure TxDOT, the Public Transportation Operator(s) and the MPO cooperatively develop a listing of projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
 - d. Ensure that the Unified Planning Work Program (UPWP) will detail and document these responsibilities, deliverables and associated costs.
3. **Performance Based Planning & Programming**
 - a. Developing transportation performance data
 - i. TxDOT will provide the MPO with a subset for their MPA of the state performance data used in developing statewide targets.
 - ii. If an MPO chooses to develop their own target for any measure, they will provide TxDOT with any supplemental data they utilize in association with the target-setting process.

b. Selection of transportation performance targets

- i. TxDOT will develop draft statewide federal performance targets in coordination with the applicable MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets one month prior to final statewide targets adoption.
- ii. If the MPO chooses to adopt their own target for any measure, it will develop draft MPO performance targets in coordination with TxDOT. Coordination methods will be at the discretion of the MPO, but TxDOT shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval.

c. Reporting of performance targets

- i. TxDOT performance targets will be reported to FHWA and FTA, as applicable. The MPO will be notified when TxDOT has reported final statewide targets.
- ii. MPO performance targets will be reported to TxDOT.

For each target, the MPO will provide the following information no later than 180 days after the date TxDOT or the Public Transportation Operator establishes performance targets, or the date specified by federal code:

- a. Written agreement to plan and program projects so that they contribute toward the accomplishment of TxDOT or Public Transportation Operator performance target, or;
- b. Written notification that the MPO will set a quantifiable target for that performance measure for the MPO's planning area.
 - i. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
- c. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.

- iii. TxDOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
 - iv. The MPO will include information outlined in 23 CFR 450.324 (g) (3-4) in any MTP amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any TIP amended or adopted after May 27, 2018.
 - v. Reporting of targets and performance by TxDOT and the MPO shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673
- d. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO
- i. TxDOT will provide the MPO with an update of the subset for their MPA of the state performance data used in developing statewide targets including prior performance data.
- e. The collection of data for the State asset management plans for the NHS
- i. TxDOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.

4. **Responsibilities of the MPO**

The MPO will:

- a. Work in consultation with the Transportation Policy Board that includes the City of Round Rock as a voting member and TxDOT in developing the financial plan for the MTP.
- b. Work in consultation with the Transportation Policy Board that includes the City of Round Rock as a voting member and TxDOT in developing the financial plan for the TIP.
- c. Conduct Technical Committee and Policy Board meetings as required and necessary.

- d. In consultation with the Transportation Policy Board that includes the City of Round Rock as a voting member and TxDOT, update the MTP and TIP in accordance with State and Federal laws.
- e. Invite the City of Round Rock to participate in all public participation processes.
- f. Conduct comprehensive, cooperative and continuous transportation planning for the Capital Area Metropolitan Planning Organization.
- g. Establish necessary transportation performance targets, share information related to the performance data, and document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO MPA, if the MPO elects to develop quantifiable targets for performance measures for the MPO's planning area.
- h. Solicit public participation and input into the development of the long-range plan and the TIP.

5. **Responsibilities of the Public Transportation Operator(s)**

In its role as the City of Round Rock and a voting member on the Transportation Policy Board and the Technical Advisory Committee, the Public Transportation Operator(s) will:

- a. Work in consultation with the MPO in developing short-range and long-range plans for transit for inclusion in the MTP.
- b. Assist in validation of data used as input into the transportation plan.
- c. Work in consultation with the MPO and TxDOT in developing the financial plan for the MTP.
- d. Work in consultation with the MPO and TXDOT in developing the financial plan for the TIP.
- e. Provide the MPO with the annual list of transit obligated projects.
- f. Serve on the MPO Technical Committee and Policy Board as applicable.
- g. Notify the MPO of changes to projects that would affect the MTP or TIP.
- h. Invite the MPO to participate in all public participation processes.

- i. Establish transit asset management performance targets and share with the MPO and other interested parties.

6. **Responsibilities of TxDOT.**

- a. Work in consultation with Public Transportation Operator(s) and the MPO in developing the financial plan for the TIP and MTP.
- b. Assist in the validation of data used as input into the transportation plan.
- c. Provide the MPO with the annual list of obligated projects.
- d. Serve on the MPO Technical Committee and Policy Board.
- e. Notify the MPO of changes to projects that would affect the MTP or TIP.
- f. In consultation with the MPO and Transit District, update the MTP and TIP in accordance with State and Federal laws.
- g. Work in consultation with the MPO and Public Transportation Operator(s) in developing short-range and long-range plans for transit for inclusion in the MTP and TIP.

7. **Term.** This Memorandum shall become effective as to each Party when fully executed by all parties. It shall remain in full force and effect until such time it is terminated in writing by one or all the parties.

8. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made a part of this MOU and shall operate to amend this MOU to the minimum extent necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect.

9. **Governing Law and Venue.** This MOU shall be governed by the laws of the State of Texas. Venue for an action arising under this MOU shall lie exclusively in Travis County, Texas.

10. **Severability.** If a provision contained in this MOU is held invalid for any reason, the invalidity does not affect other provisions of the MOU and can be given effect without the

invalid provision, and to this end the provisions of this MOU are severable.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law.

Chairperson of the MPO Policy Board

Date:_____

Texas Department of
Transportation District Engineer

Date:_____

Craig Morgan, Mayor
City of Round Rock

Date:_____

Approved as to Content:

Director
Metropolitan Planning Organization



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Contract with Excel Construction Services, LLC for the Lake Georgetown Raw Water Intake Screen Replacement Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,834,000.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab, Ltr of Recommendation, Map, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2020-0200

The City of Round Rock owns a raw water pump station on Lake Georgetown, which supplies water to the City's water treatment plant. Invasive zebra mussels have recently been detected in Lake Georgetown and on the intake structure of the raw water pump station. Zebra mussels have a long history of attaching in massive quantities to raw water intakes, thereby damaging the infrastructure and restricting flow to the facility.

The purpose of this project is to replace our raw water intake screens with copper alloy screens, which are zebra muscle resistant. The new screens will require minimal maintenance and are less susceptible to clogging due to zebra mussels. The Brushy Creek Municipal Utility District (MUD) also owns and operates a raw water intake directly adjacent to the City of Round Rock's raw water intake. Brushy Creek MUD desires to replace its raw water intake screens with copper alloy screens similar to the City's. The City will manage the construction for both entities based on the Interlocal Agreement (ILA) that was approved by the City Council on May 14, 2020.

The Utilities and Environmental Services (U&ES) Department opened bids for the project on June 9, 2020. There were three bids submitted with Excel Construction submitting the lowest bid in the amount of \$1,834,000. Of that amount, the City of Round Rock's share will be \$1,208,000. The City will be reimbursed by Brushy Creek MUD for their share of the project costs based on the terms set forth in the ILA.

The U&ES Department and Walker Partners, the design engineer, recommend entering into agreement with Excel Construction for this project.

Cost: \$1,834,000

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2020-0200

WHEREAS, the City of Round Rock has duly advertised for bids for the Lake Georgetown Raw Water Intake Screen Replacement Project; and

WHEREAS, Excel Construction Services, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Excel Construction Services, LLC,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Excel Construction Services, LLC for the Lake Georgetown Raw Water Intake Screen Replacement Project.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Sara Kesselring

DATE: June 9, 2020

BID TABULATION

PROJECT: Lake Georgetown Raw Water Intake Screen Replacement

LOCATION: Training Room- 3400 Sunrise Rd. Company Name:				Associated Construction Partners, Ltd.		Orion Construction LP		Excel Construction Services, LLC			
BID DATE: 6/9/2020				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s) Yes		Addendum(s) Yes		Addendum(s) Yes		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Allowance for Mobilization, a maximum of 2.5% of contract amount.	1	LS	\$31,000.00	\$31,000.00	\$62,485.00	\$62,485.00	\$50,000.00	\$50,000.00		
2	Allowance for demobilization, a maximum of 2.5% of the contract amount.	1	LS	\$5,000.00	\$5,000.00	\$62,485.00	\$62,485.00	\$50,000.00	\$50,000.00		
3	City of Round Rock Intake-Remove upper screens & risers (el.761 ft). Furnish and Install six (6) new drum-type screens and risers.	1	LS	\$735,900.00	\$735,900.00	\$677,650.00	\$677,650.00	\$528,000.00	\$528,000.00		
4	Furnish and install chemical containment piping and chemical feed tubing to all twelve (12) screens.	1	LS	\$150,000.00	\$150,000.00	\$232,685.00	\$232,685.00	\$130,000.00	\$130,000.00		
5	Brushy Creek MUD Intake-Remove three (3) existing mid-level screens (el. 766 ft). Furnish and install three (3) new T-type intake screens including 1.5-inch chemical feed lines to each screen.	1	LS	\$200,000.00	\$200,000.00	\$297,585.00	\$297,585.00	\$238,000.00	\$238,000.00		
6	Brushy Creek MUD Intake- Furnish and install 3-inch Air Burst piping including all pipe supports, brackets and clamps required to connect to all nine (9) intake screens.	1	LS	\$150,000.00	\$150,000.00	\$184,120.00	\$184,120.00	\$158,000.00	\$158,000.00		
TOTAL BASE BID				\$1,271,900.00		\$1,517,010.00		\$1,154,000.00			

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Sara Kesselring

DATE: June 9, 2020

BID TABULATION

PROJECT: Lake Georgetown Raw Water Intake Screen Replacement

ADD ALTERNATE 1 - 3A											
3A	City of Round Rock Intake-Remove existing lower screens and risers (el. 761 ft). Furnish and install six (6) new drump-type screens and risers.	1	LS	\$585,000.00	\$585,000.00	\$600,400.00	\$600,400.00	\$500,000.00	\$500,000.00		
ADD ALTERNATE 1 - 3A				\$585,000.00		\$600,400.00		\$500,000.00			
ADD ALTERNATE 2 - 5A											
5A	Brushy Creek MUD Intake-Remove three (3) existing upper screens (el. 781 ft). Furnish and install three (3) new T-type intake screens including 1.5-inch chemical feed lines to each screen.	1	LS	\$310,000.00	\$310,000.00	\$245,490.00	\$245,490.00	\$180,000.00	\$180,000.00		
ADD ALTERNATE 2 - 5A				\$310,000.00		\$245,490.00		\$180,000.00			
ADD ALTERNATE 3 - 5B											
5B	Brushy Creek MUD Intake- Remove three (3) existing lower screens (el. 751 ft). Furnish and install three (3) new T-type intake screens including 1.5-inch chemical feed lines to each screen.	1	LS	\$340,000.00	\$340,000.00	\$245,490.00	\$245,490.00	\$180,000.00	\$180,000.00		
ADD ALTERNATE 3 - 5B				\$340,000.00		\$245,490.00		\$180,000.00			
ADD ALTERNATE 4 - 5C											
5C	Brushy Creek MUD Intake-Provide ADD/DEDUCT (indicate which) price per screen to substitute the Alternate Screen (copper/nickel) for the specified screen (Z-Alloy).	3	EA	\$900.00	\$2,700.00	(\$4,680.00)	(\$14,040.00)	(\$14,000.00)	(\$42,000.00)		
ADD/DEDUCT ALTERNATE 4 - 5C				\$2,700.00		(\$14,040.00)		(\$42,000.00)			

June 12, 2020

Christopher "Kit" Perkins, P.E.
Senior Utility Engineer
City of Round Rock
3400 Sunrise Road
Round Rock, TX 78665

Re: The City of Round Rock and Brushy Creek Municipal Utility District (Brushy Creek MUD) Raw Water Screen Replacement Project – Contractor Award Recommendation

Dear Mr. Perkins:

On June 9, 2020, the City of Round Rock opened bids for the above referenced project. Three competitive bids were submitted. All of bid packages contained all the required information. Based on the bid tabulation, Excel Construction Services, LLC (Excel), of Leander, Texas, is the low bidder.

Walker Partners, the City of Cedar Park, and the Brush Creek Regional Utility Authority (BCRUA) have recently completed projects with Excel. Based upon this working experience with Excel and the completeness of their bid package, Walker Partners recommends the City of Round Rock award this project to Excel.

This bid had several additive alternatives, one for the City of Round Rock and three for Brushy Creek MUD. Both entities will need to determine if they want to include any of the alternate bid items in the award and eventually in the contract with Excel. We will prepare conformed drawings and specifications as needed for the contract and contractor including the selected alternatives.

Sincerely,



Joseph W. Jenkins, P.E.
Project Manager

Cc: Project File



Lake Georgetown Raw Water Intake Screen Replacement



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:
2020-639898

Date Filed:
07/06/2020

Date Acknowledged:

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

Excel Construction Services, LLC
Leander, 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

Lake Georgetown Raw Water Intake Screen Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Park, Randal	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party.

☐

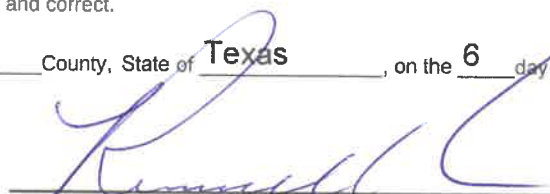
6 UNSWORN DECLARATION

My name is Randal Park, and my date of birth is [REDACTED]

My address is 1306 Fernglade, Cedar Park, TX, 78613, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 6 day of July, 2020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a Water Service Area Transfer Agreement with the City of Austin for an approximately 10.66-acre tract of land located at 16400 Bratton Lane.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map_WastewaterCCN, Map_WaterCCN

Department: Utilities and Environmental Services

Text of Legislative File 2020-0203

The property at 16400 Bratton Lane is in the process of developing and wishes to receive water and wastewater service from the City of Round Rock. The water and wastewater Certificate of Convenience and Necessity (CCN) which is managed by the Public Utility Commission (PUC) determines who has the designated authority to provide utility service to a property in Texas.

Both the City of Austin and City of Round Rock water and wastewater CCN's extend onto a portion of this property. To service this property, one of the existing CCN holders must release their CCN on the property. Through negotiations, the City of Austin has agreed to release their water and wastewater CCN on this property. The updated CCN for the property is required to be coordinated through PUC. The property owner has agreed to make all necessary submittals to PUC to direct the CCN modifications.

The Water Service Area Transfer Agreement is an agreement between the City of Round Rock and the City of Austin. The agreement states that the City of Austin will transfer their water and wastewater CCN for this specific property to the City of Round Rock. This agreement is what will be used by the property owner to obtain the CCN modifications on their property with PUC.

RESOLUTION NO. R-2020-0203

WHEREAS, a 10.66-acre tract of land located at 16400 Bratton Lane “(Property)” is in the process of being developed; and

WHEREAS, both the City of Austin and the City of Round Rock’s water and wastewater Certificate of Convenience and Necessity (“CCN”) extend on to a portion of the Property; and

WHEREAS, the City of Austin wishes to transfer its water and wastewater CCN for this specific Property to the City of Round Rock; and

WHEREAS, the City Council desires to enter into an agreement with the City of Austin regarding said transfer, 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 Water Service Area Transfer Agreement with the City of Austin, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

WATER SERVICE AREA TRANSFER AGREEMENT

This WATER SERVICE AREA TRANSFER AGREEMENT ("**Agreement**") is made and entered into by and between the City of Austin, Texas, a home rule municipality organized and existing under the laws of the State of Texas ("**Austin**"), and the City of Round Rock, Texas, a home rule municipality organized and existing under the laws of the State of Texas ("**Round Rock**"), as of the date this Agreement is fully executed by the last party to sign the Agreement (the "**Effective Date**"). Austin and Round Rock are each a "Party" to this Agreement, and collectively they are the "Parties."

RECITALS

WHEREAS, Round Rock is the holder of sewer Certificate of Convenience and Necessity ("**CCN**") No. 20421, the boundaries of which are within Travis and Williamson Counties, Texas;

WHEREAS, Round Rock is the holder of water CCN No. 11047, the boundaries of which are within Travis and Williamson Counties, Texas;

WHEREAS, Austin is the holder of sewer CCN No. 20636, the boundaries of which are within Travis, Hays, Bastrop, and Williamson Counties, Texas;

WHEREAS, Austin is the holder of water CCN No. 11322, the boundaries of which are within Travis, Hays, Bastrop, and Williamson Counties, Texas;

WHEREAS, Round Rock's water and sewer CCN boundaries and Austin's water and sewer CCN boundaries are adjacent to each other in certain locations;

WHEREAS, Investex II, LLC ("**Investex**") is the owner of an approximately 10.66 acre tract of land located at 16400 Bratton Lane, Round Rock, Texas more specifically described as Lot 1, Corridor Park I, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 94, Page(s) 306-307 of the Plat Records of Travis County, Texas (the "**Investex Tract**");

WHEREAS, the Investex Tract is entirely within Round Rock's city limits, and the Investex Tract overlaps both Austin and Round Rock water and sewer CCNs;

WHEREAS, a small portion along the north end of the Investex Tract, which is more specifically described and depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes, is located within Round Rock's water and sewer CCNs;

WHEREAS, a small portion along the south end of the Investex Tract, which is more specifically described and depicted in **Exhibit A**, is located within Austin's water and sewer CCNs (the "**Transfer Tract**");

WHEREAS, Round Rock intends to service the Investex Tract with water and sewer service in accordance with Round Rock's CCNs; however, the small portion of the Investex Tract also overlaps with the Austin CCNs;

WHEREAS, Investex has requested that Austin release the Investex Tract from Austin's overlapping water and sewer CCN boundaries;

WHEREAS, Texas Water Code ("**TWC**") § 13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "**PUC**") after public notice and hearing;

WHEREAS, Austin and Round Rock wish to enter into a TWC § 13.248 agreement to transfer the Transfer Tract from Austin's CCNs to Round Rock's CCNs, which Investex will coordinate;

NOW, THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Transfer.** Austin transfers and conveys to Round Rock the portions of Austin's water CCN No. 11322 and the portions of Austin's sewer CCN No. 20636 that overlap with the Transfer Tract, subject to approval by the PUC. Round Rock will work through Investex to prepare, file, and advance the necessary transfer applications in accordance with the TWC for such approval by the PUC. Austin agrees to cooperate with Round Rock in advancing application(s) to the PUC to transfer such water and sewer CCN boundaries from Austin's CCNs to Round Rock's CCNs, should the need arise.
3. **No Continuing Obligation to Serve.** The Parties agree that upon PUC approval of the application(s) to transfer the portion of Austin's water and sewer CCNs overlapping with the Transfer Tract to Round Rock, Austin shall have no further obligation to provide retail water or sewer service to the Transfer Tract.
4. **Termination.** Either Party shall have the authority to terminate this Agreement for its convenience at any time before the transfer is approved by the PUC.
5. **Applicable Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the Constitution and the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for

any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Travis County, Texas.

6. **Entire Agreement.** The Agreement reflects the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
7. **Notice.** When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee, whichever is earlier. The Parties may make routine communications by first class mail, e-mail, or other commercially accepted means. Notices and routine communications to Austin and Round Rock shall be addressed as follows:

CITY OF AUSTIN
Attn: Director
625 E. 10th Street, Suite 800
Austin, Texas, 78701
Phone: (512) 972-0108
E-mail: greg.meszaros@austintexas.gov

CITY OF ROUND ROCK
Attn: City Manager
221 E. Main Street
Round Rock, Texas, 78664
Phone: (512) 218-5400

8. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors of that Party.
9. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.
10. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.
11. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

12. Enforceability. The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

13. Severability. If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date, on the dates set forth below:

CITY OF ROUND ROCK, TEXAS, a Texas home rule municipality

By: _____
Signature

Printed Name, Title

Date: _____

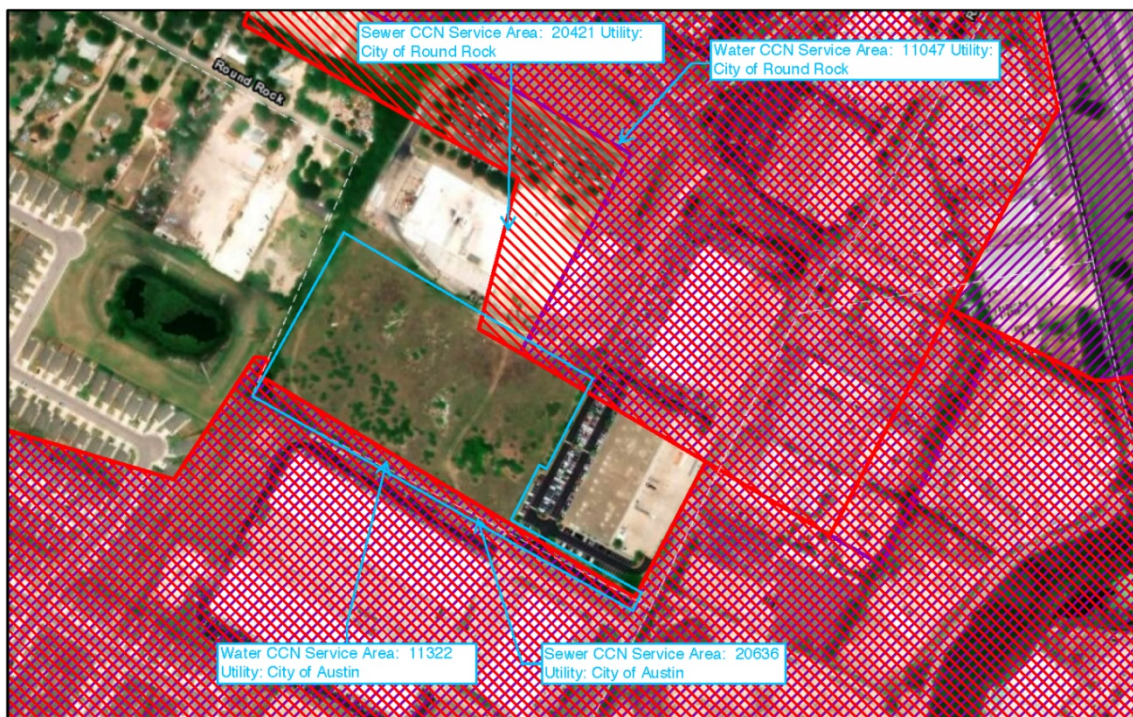
CITY OF AUSTIN, TEXAS, a Texas home rule municipality

By:  _____
Greg Meszaros, Director, Austin Water

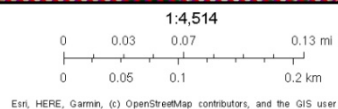
Date: 07/02/2020

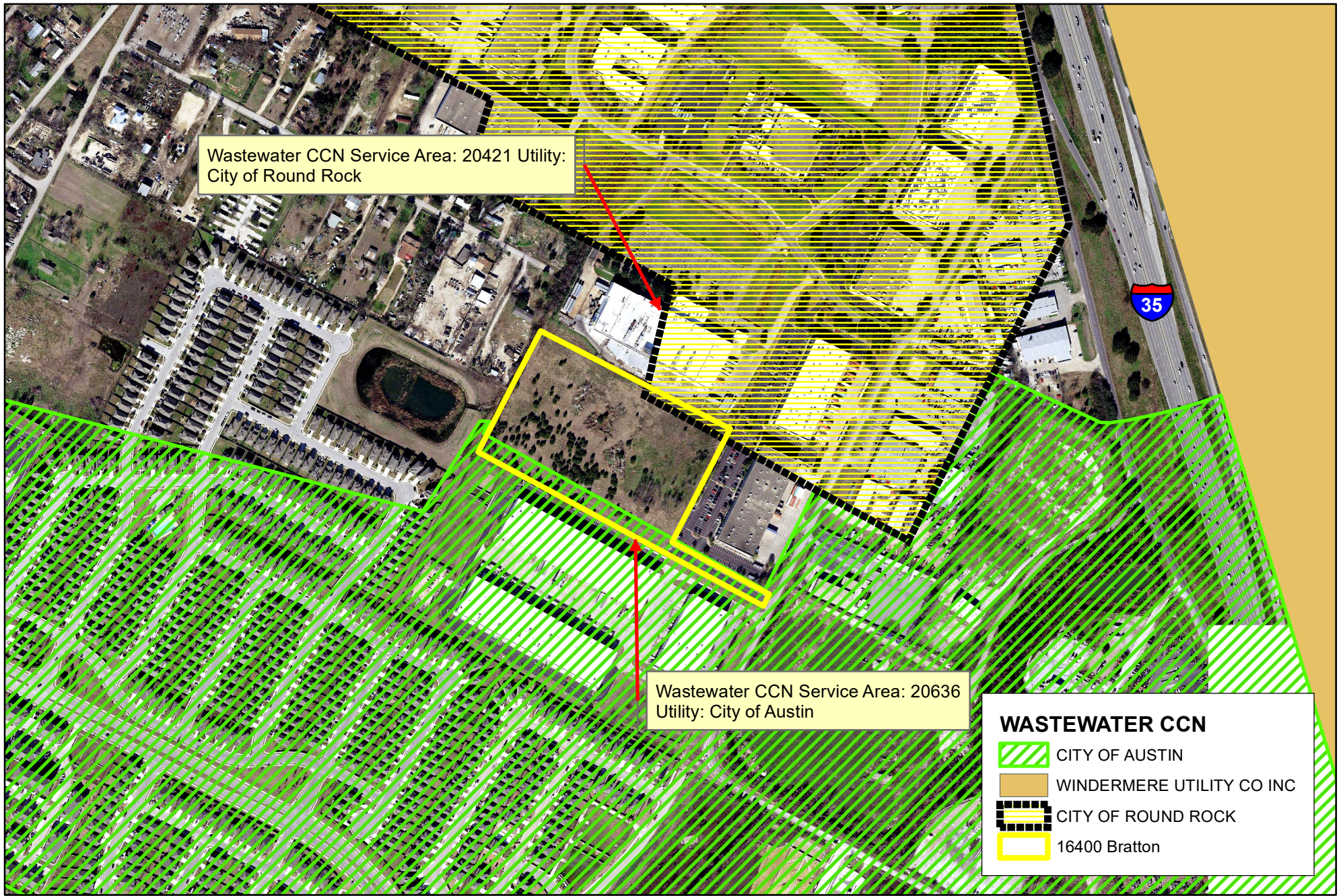
Exhibit A
The “*Transfer Tract*”

Water and Sewer CCNs-16400 Bratton



June 4, 2019





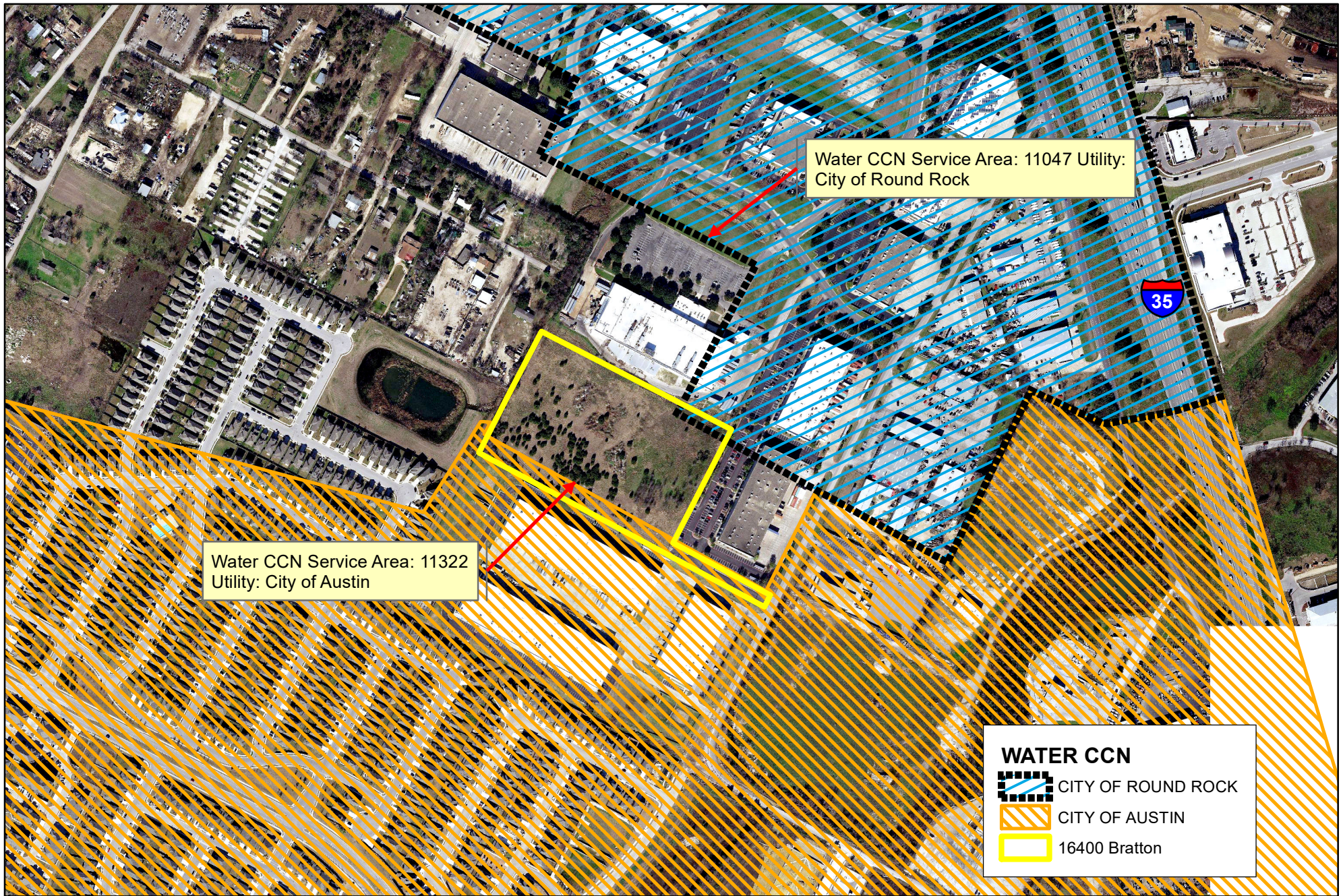
Date: 7/6/2020

670 335 0 670 Feet



Wastewater CCN 16400 Bratton Lane





Date: 7/6/2020

670 335 0 670 Feet



Water CCN 16400 Bratton Lane





City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute an Interim Water & Sewer Service Agreement with the City of Austin for an approximately 10.66-acre tract of land located at 16400 Bratton Lane.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map_WastewaterCCN, Map_WaterCCN

Department: Utilities and Environmental Services

Text of Legislative File 2020-0201

The property at 16400 Bratton Lane is in the process of developing and wishes to receive water and wastewater service from the City of Round Rock. The water and wastewater Certificate of Convenience and Necessity (CCN) as managed by the Public Utility Commission (PUC) determines who has the designated authority to provide utility service to a property in Texas.

Both the City of Austin and City of Round Rock water and wastewater CCN's extend onto a portion of this property. To service this property, one of the existing CCN holders must release their CCN on the property. Through negotiations, the City of Austin has agreed to release their water and wastewater CCN on this property. The updated CCN for the property is required to be coordinated through PUC. The property owner has agreed to make all necessary submittals to PUC to direct the CCN modifications.

This Interim Service Area Transfer Agreement is an agreement between the City of Round Rock and the City of Austin. It allows the property to obtain City of Round Rock water and wastewater service during the CCN modification period. The City of Austin executed this agreement on June 18, 2020.



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

RESOLUTION NO. R-2020-0201

WHEREAS, a 10.66-acre tract of land located at 16400 Bratton Lane “(Property)” is in the process of being developed; and

WHEREAS, both the City of Austin and the City of Round Rock’s water and wastewater Certificate of Convenience and Necessity (“CCN”) extend on to a portion of the Property; and

WHEREAS, the City of Austin wishes to transfer its water and wastewater CCN for this specific Property to the City of Round Rock; and

WHEREAS, the City Council desires to enter into an agreement with the City of Austin to allow the Property to obtain City of Round Rock water and sewer service during the CCN modification period, 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 Interim Water & Sewer Service Agreement with the City of Austin, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERIM WATER & SEWER SERVICE AGREEMENT

This INTERIM WATER & SEWER SERVICE AGREEMENT ("**Agreement**") is made and entered into by and between the City of Austin, Texas, a home rule municipality organized and existing under the laws of the State of Texas ("**Austin**"), and the City of Round Rock, Texas, a home rule municipality organized and existing under the laws of the State of Texas ("**Round Rock**"), as of the date this Agreement is fully executed by the last party to sign the Agreement (the "**Effective Date**"). Austin and Round Rock are each a "**Party**" to this Agreement, and are collectively the "**Parties**."

RECITALS

WHEREAS, Round Rock is the holder of sewer Certificate of Convenience and Necessity ("**CCN**") No. 20421, the boundaries of which are within Travis and Williamson Counties, Texas;

WHEREAS, Round Rock is the holder of water CCN No. 11047, the boundaries of which are within Travis and Williamson Counties, Texas;

WHEREAS, Austin is the holder of sewer CCN No. 20636, the boundaries of which are within Travis, Hays, Bastrop, and Williamson Counties, Texas;

WHEREAS, Austin is the holder of water CCN No. 11322, the boundaries of which are within Travis, Hays, Bastrop, and Williamson Counties, Texas;

WHEREAS, Round Rock's water and sewer CCN boundaries and Austin's water and sewer CCN boundaries are adjacent to each other in certain locations;

WHEREAS, Investex II, LLC ("**Investex**") is the owner of an approximately 10.66 acre tract of land located at 16400 Bratton Lane, Round Rock, Texas more specifically described as Lot 1, Corridor Park I, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 94, Page(s) 306-307 of the Plat Records of Travis County, Texas (the "**Investex Tract**");

WHEREAS, the Investex Tract is entirely within Round Rock's city limits, and the Investex Tract overlaps both Austin and Round Rock water and sewer CCNs;

WHEREAS, a small portion along the north end of the Investex Tract, which is more specifically described and depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes, is located within Round Rock's water and sewer CCNs;

WHEREAS, a small portion along the south end of the Investex Tract, which is more specifically described and depicted in **Exhibit A**, is located within Austin's water and sewer CCNs (the "**Transfer Tract**");

WHEREAS, Round Rock intends to service the Investex Tract with water and sewer service in accordance with Round Rock's CCNs; however, the small portion of the Investex Tract

Interim Water & Sewer Service Transfer Agreement

also overlaps with the Austin CCNs;

WHEREAS, Investex has requested that Austin release the Investex Tract from Austin's overlapping water and sewer CCN boundaries;

WHEREAS, Austin and Round Rock intend to enter into a water and sewer area transfer agreement in accordance with Texas Water Code ("TWC") §13.248;

WHEREAS, the Parties wish to acknowledge Round Rock's service to the Investex Tract and allow Round Rock to provide and continue to provide water and sewer service to the Investex Tract;

WHEREAS, TWC § 13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "**PUC**") after public notice and hearing;

WHEREAS, Investex is in the process of coordinating a potential water and sewer service area transfer between Austin and Round Rock to officially re-designate the CCN boundaries in accordance with the TWC and PUC regulations, and;

WHEREAS, the parties intend for this Agreement to terminate upon approval by the PUC of the revised boundaries;

NOW, THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Purpose.** This Agreement designates the customer to be provided water and sewer service by Round Rock.
2. **Interim Water Service.** The Parties agree that Round Rock will provide water and sewer service to the Transfer Tract. The Parties agree that this is an interim water and sewer service agreement and it will be valid until such time as the PUC officially re-designates the CCN boundaries in accordance with the TWC and PUC regulations, or until such time as either Party terminates this Agreement in accordance with Section 13.
3. **No Continuing Obligation to Serve.** Upon termination in accordance with Section 13 of the Agreement, provided that the PUC has approved transfer of the Transfer Tract to Round Rock's CCNs, Austin shall have no further obligation to provide retail water and sewer service to the Transfer Tract.
4. **Jurisdiction and Venue.** This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Travis County, Texas.

5. **Complete Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to the Agreement.
6. **Notice.** When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee, whichever is earlier. The Parties may make routine communications by first class mail, e-mail, or other commercially accepted means. Notices and routine communications to Austin and Round Rock shall be addressed as follows:

CITY OF AUSTIN
Attn: Director
625 E. 10th Street, Suite 800
Austin, Texas, 78701
Phone: (512) 972-0108
Email: greg.meszáros@austintexas.gov

CITY OF ROUND ROCK
Attn: City Manager
221 E. Main Street
Round Rock, Texas, 78664
Phone: (512) 218-5400


7. **Assignment.** A party to this Agreement may not assign or transfer its interests under this Agreement.
8. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.
9. **Multiple Originals.** This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original. All such counterparts shall together constitute and be one and the same instrument.
10. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

11. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.
12. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.
13. **Termination.** Round Rock shall provide notice to Austin when the PUC approves a water service area transfer and re-designates the CCN boundaries. Investex may provide this notice on Round Rock's behalf. If the revised CCN boundaries are approved by the PUC, this Agreement will no longer be necessary, and the Agreement shall automatically terminate. If the PUC does not approve the transfer, the Parties agree to work together to ensure that the Transfer Tract continues to receive water and sewer service. If the PUC does not approve the Parties' application for a water service area transfer, either Party may terminate this Agreement by providing the other Party with at least sixty (60) days' advance notice in writing.

The bottom of this page is intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date, on the dates set forth below:

CITY OF AUSTIN, TEXAS, a Texas home rule municipality

By:  _____

Name: Greg Meszaros

Title: Director, Austin Water

Date: 06/18/2020

CITY OF ROUND ROCK, TEXAS, a Texas home rule municipality

By: _____

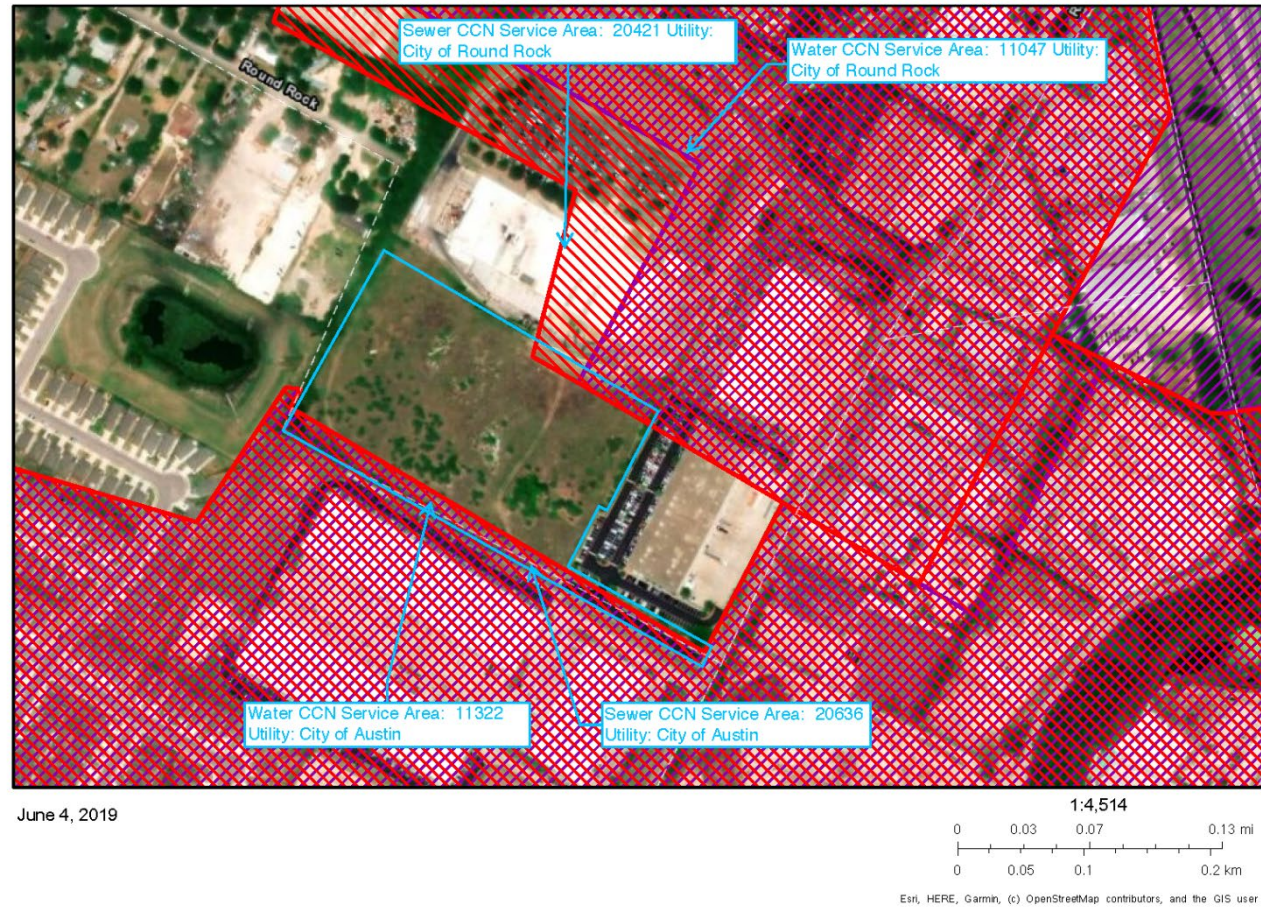
Name: _____

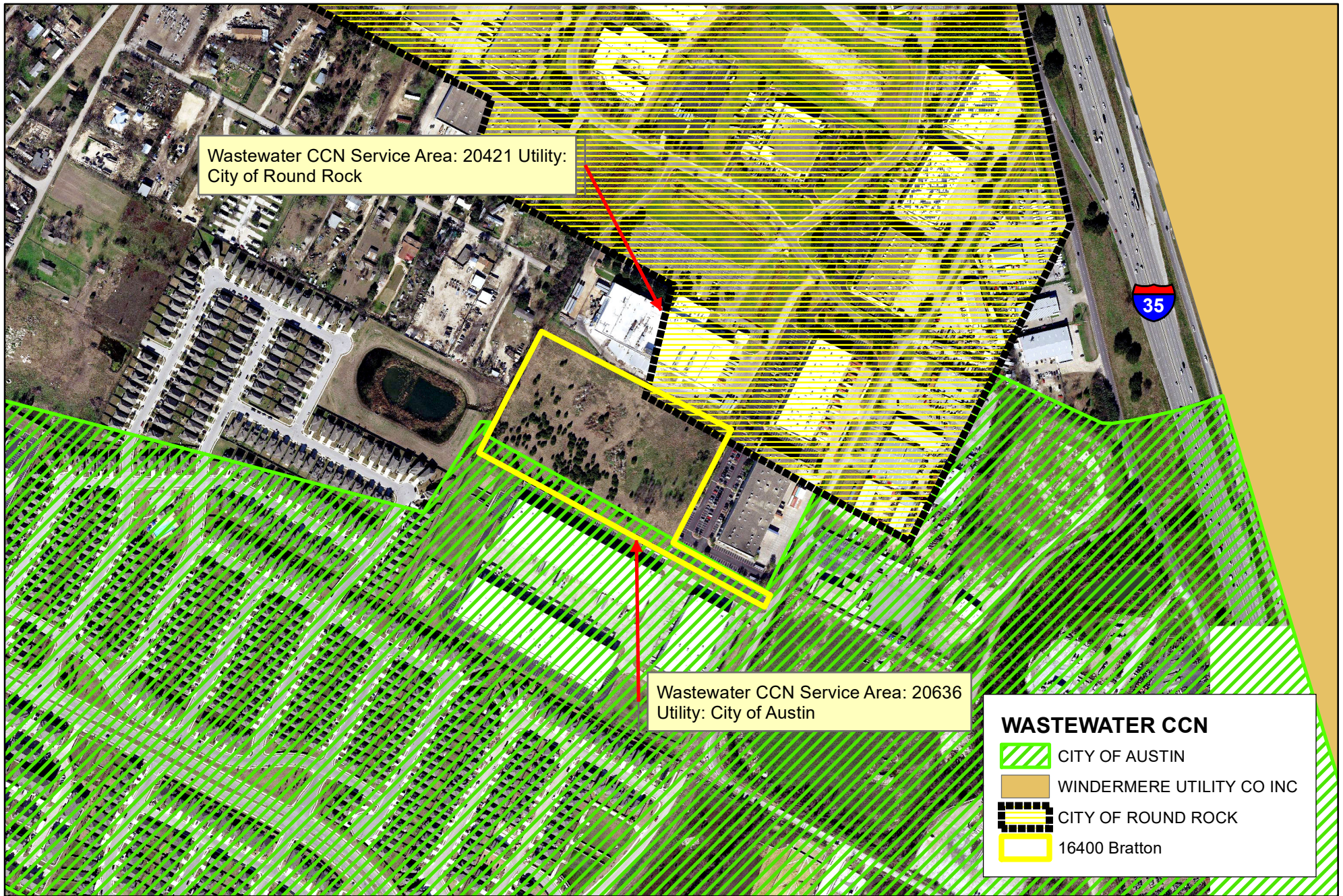
Title: _____

Date: _____

Exhibit A
The “*Transfer Tract*”

Water and Sewer CCNs-16400 Bratton





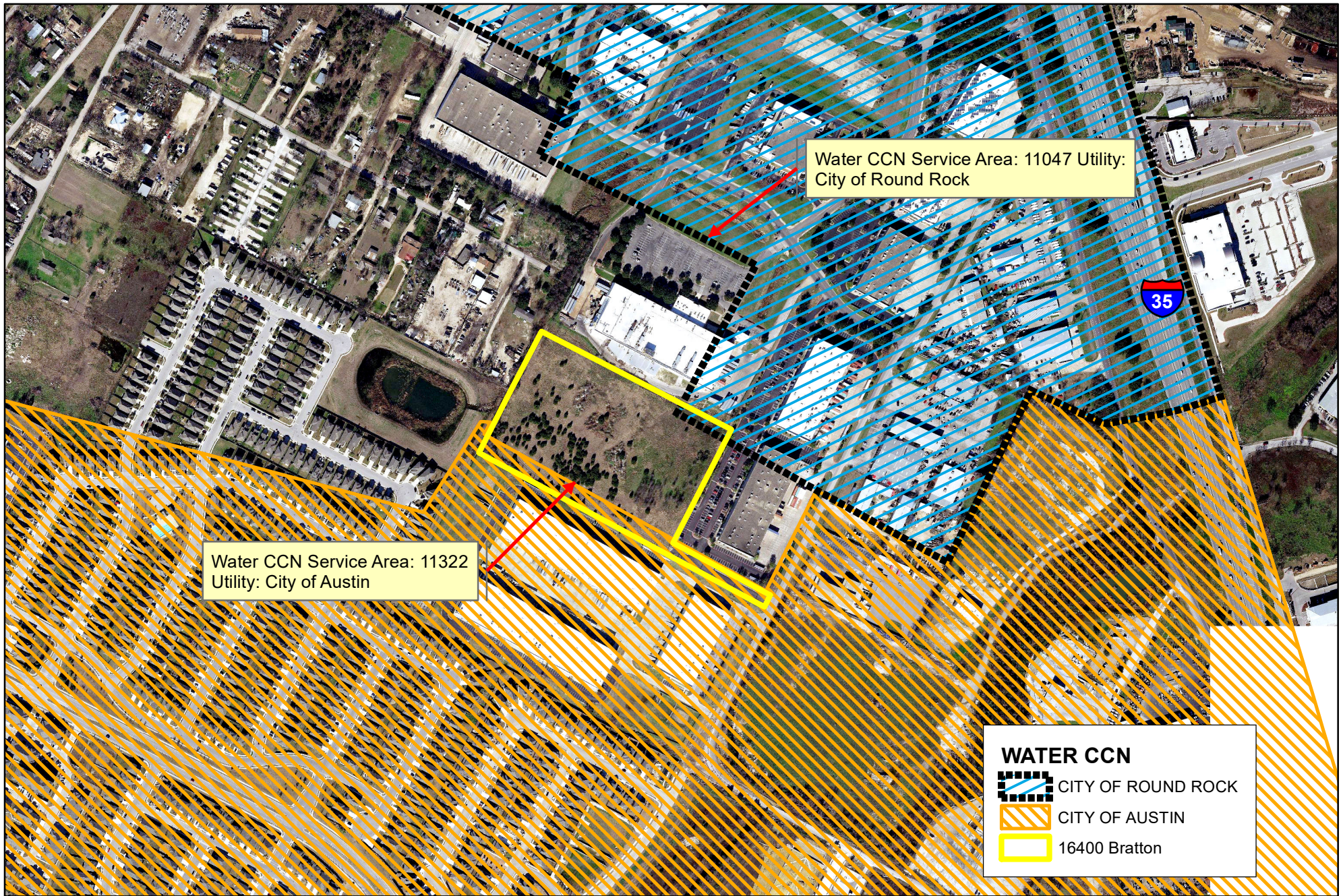
Date: 7/6/2020

670 335 0 670 Feet



Wastewater CCN 16400 Bratton Lane





Date: 7/6/2020

670 335 0 670 Feet



Water CCN 16400 Bratton Lane





City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Brazos River Authority and the City of Georgetown for the Water Resource Evaluation Project for Williamson County.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2020-0202

The Brazos River Authority (BRA) was created to manage water resources for the Brazos River Basin. The City of Georgetown and the City of Round Rock desire to acquire additional water resources to meet the needs of their citizens. In addition, the State Water Plan has identified needs throughout Williamson County for additional water resource supply and public water supply infrastructure.

It has been proven that a regional approach for planning and developing water resource projects is an effective methodology for meeting local needs and managing the state's resources. Therefore, the BRA, the City of Georgetown, and the City of Round Rock have determined that a collaborative approach to water development will prove beneficial and therefore would like to work together to define water resource needs, identify potential development sources of water, and projects to meet the water needs for parts of Williamson County.

This Memorandum of Understanding between the BRA, Georgetown, and Round Rock outlines the approach to this collaborative study to identify regional and long-term water solutions for Williamson County, such as evaluating groundwater and conjunctive water development opportunities that have been presented by different marketing groups, water sharing, and scenarios for potential redistribution of water supplies, and any other viable solution for regional and long-term sustainability of water supplies.

RESOLUTION NO. R-2020-0202

WHEREAS, the City of Round Rock (“City”), the Brazos River Authority, and the City of Georgetown have determined that a collaborative approach to water development will prove beneficial; and

WHEREAS, the City, Brazos River Authority, and the City of Georgetown would like to work together to define water resource needs, identify potential development sources of water and projects to meet the water needs for parts of Williamson County; and

WHEREAS, the City wishes to enter into a Memorandum of Understanding with the Brazos River Authority and the City of Georgetown for Water Resource Evaluation Project for Williamson County, 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 Memorandum of Understanding for Water Resource Evaluation Project for Williamson County, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

MEMORANDUM OF UNDERSTANDING FOR WATER RESOURCE EVALUATION PROJECT FOR WILLIAMSON COUNTY

This Memorandum of Understanding, ("Memorandum") is entered into by and among the Brazos River Authority, ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, the City of Georgetown ("Georgetown"), with a mailing address of 300-1 Industrial Ave., Georgetown, Texas 78626, and the City of Round Rock ("Round Rock"), with a mailing address of 221 E. Main Street, Round Rock, Texas 78664, (collectively "Participant(s)"), to be effective as of the date last executed below ("Effective Date").

RECITALS

WHEREAS, the State of Texas has determined that a regional approach for planning and developing water resource projects is an effective methodology for meeting local needs and managing the state's resources;

WHEREAS, BRA was created by the Texas Legislature to manage the water resources of the Brazos River Basin;

WHEREAS, Georgetown and Round Rock desire to acquire additional water resources to meet the needs of their citizens;

WHEREAS, the State Water Plan has identified needs throughout Williamson County for additional water resource supply and public water supply infrastructure;

WHEREAS, BRA intends to pursue the development of additional water resource supplies across the Brazos River Basin and provide a framework for water supply project evaluation and prioritization that considers benefits, risk, and fiscal impact and sustainability;

WHEREAS, Participants have each been reviewing various water supply options for addressing long term water resource supply needs; and

WHEREAS, Participants have determined that a collaborative approach to water development will prove beneficial and therefore will work together to define water resource needs, identify potential developable sources of water, and projects to meet the water needs of parts or portions of Williamson County.

NOW, THEREFORE, Participants in consideration of the mutual covenants, obligations, and benefits provided herein, agree as set forth above and hereinafter:

Article I. Cooperative Understanding

1.1 Participants intend to jointly pursue a collaborative water resource development and planning project ("Project") to meet long-term water supply needs in Williamson County.

1.2 The Project may contain multiple phases, with the Participants determining funding levels in subsequent interlocal agreements.

1.3 In an effort to facilitate the contemplated long-term water development initiatives and planning efforts, the Participants shall establish a Participant Committee, which will work collaboratively to identify and implement sustainable solutions and provide regional approaches to water resource solutions in Williamson County.

1.4 Each Participant will appoint a representative 1) to attend all Participant Committee meetings; 2) to participate and receive information; and 3) to provide input during the preparation of the Project.

Article II. Project Initiatives

2.1 BRA, Georgetown, and Round Rock intend to perform a collaborative study, to identify regional and long-term water solutions for Williamson County, such as evaluating groundwater and conjunctive water development opportunities that have been presented by different marketing groups, water sharing and scenarios for potential redistribution of water supplies, and any other viable solution for regional and long-term sustainability of water supplies in Williamson County.

2.2 Timelines for Project activities will be determined and agreed to by the Participants in subsequent interlocal agreements.

2.3 Upon completion of the initiatives contemplated herein, the Participants agree to negotiate in good faith for the implementation of a long-term water supply solution(s). These negotiations may include further phases and/or funding for this Project.

Article III. General Provisions

3.1 Future Obligations. This Memorandum does not obligate any Participant to participate in the development of any project beyond the efforts set forth herein.

3.2 Entire Agreement. The terms and provisions of this Memorandum contain the entire agreement between the Parties with respect to the matters addressed above.

3.3 Amendments. No modification, addition, deletion, revision or other change to this Memorandum shall be effective unless such change is reduced to writing and executed by all Parties.

3.4 Multiple Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall constitute an original.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed,
as of the Effective Date.

By: _____
Dale Ross, Mayor
City of Georgetown

Date of Execution

By: _____
Craig Morgan, Mayor
City of Round Rock

Date of Execution

By: _____
David Collinsworth, GM / CEO
Brazos River Authority

Date of Execution



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with PM Construction & Rehab, LLC for the Wastewater Collection System Pipe Bursting Rehabilitation 2020 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$186,098.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2020-0204

The City is required to continue our Wastewater Collection System Rehabilitation Program to comply with the Texas Commission on Environmental Quality's Edwards Aquifer Recharge Zone Protection Program. This program requires that the City inspect the wastewater collection systems located over the Edwards Aquifer and complete any necessary rehabilitation every five years. The elimination of defects not only helps to protect the Edwards Aquifer, but also reduces inflow and infiltration entering the City's wastewater collection system; thereby, reduces the City's wastewater treatment costs. The City has completed the inspection of four sub-basins to determine areas that require rehabilitation for this project.

The City will perform the rehabilitation work in sub-basins BC-08, BC-21, BC-22Z, and OC-24Z (Egger Acres Subdivision). The original contract for construction phase services was based on the developed construction plans and specifications to rehabilitate the wastewater collection system in a portion of these sub-basins. The project includes pipe bursting 11,390 linear feet of existing 6-inch wastewater line with 8-inch High-density Polyethylene Pipe(HDPE) wastewater line, and 3,750 linear feet of existing 8-inch wastewater line with 8-inch HDPE wastewater line.

Additional defects were found in the wastewater collection system near the project area. Therefore, Change Order/Quantity Adjustment No. 1 includes bursting of 800 linear feet of 8-inch wastewater line to 12-inch HDPE wastewater line along East Anderson Avenue and installation of 450 linear feet of 8-inch wastewater line by open-cut method along Lewis Street. The cost for these improvements is \$186,098. This will increase the contract total amount to

\$1,629,218.25.

Cost: \$186,098

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2020-0204

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with PM Construction & Rehab, LLC for the Wastewater Collection System Pipe Bursting Rehabilitation 2020 Project, and

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

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with PM Construction & Rehab, LLC for the Wastewater Collection System Pipe Bursting Rehabilitation 2020 Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"

Contract Quantity Adjustment/Change Order



rev, 01/16

Department: UES

Project Name: Wastewater Collection System Pipe Bursting Rehabilitation 2020 Date: 6/24/20

City Project ID Number: RHB20 Change Order/Quantity Adjustment No. 1

Vendor: PM Construction & Rehab, LLC 131 North Richey Road - Pasadena, TX 77506 (832) 252-4811

Company Name Address Phone No.

Justification

Change Order No. 1 is needed to improve a wastewater line in Anderson Street from 8-inch to 12-inch. This pipe enlargement is needed for additional wastewater flows in the Northeast Downtown area. A new 8-inch wastewater line will replace a damaged existing 6-inch concrete wastewater line in Lewis Street from Milam Street northward 450 feet.

SUMMARY

	Amount	% Change
Original Contract Price:	\$1,443,120.25	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$1,443,120.25	
Previous Change Order(s):		0%
This Change Order:	\$186,098.00	13%
Total Change Order(s) To Date:	\$186,098.00	13%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$1,629,218.25	
Difference between Original and Adjusted Contract Prices:	\$186,098.00	
Original Contract Time:	180	
Time Adjustment by previous Quan. Adj./Change Order:		
Time Adjustment by this Quan. Adj./Change Order:	30	
New Contract Time:	210	

Submitted for Approval

Prepared By: Eddie Zapata Eddie Zapata, Senior Project Manager, City of Round Rock 6/24/20

Signature Printed Name, Title, Company Date

Approvals

Contractor: Emily High Emily High, Project Manager, PM Construction & Rehab, LLC June 30, 2020

Signature Printed Name, Title, Company Date

City Project Manager: Eddie Zapata Eddie Zapata, Senior Project Manager

Signature Printed Name, Title Date

Mayor/City Manager: Craig Morgan Craig Morgan, Mayor

Signature Printed Name, Title Date

rev. 01/16

Quan. Adj./Change Order No.: 1

[illegible]



Anderson Avenue Pipebursting and Lewis Street Wastewater Improvement - Project Map



N



Active Manhole



Active Wastewater Gravity Main



Mains to be Pipebursted



Wastewater Line to Be Improved

Date: 7/6/2020

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Prime Construction Company Inc.
Pflugerville, TX United States

Certificate Number:
2020-629047

Date Filed:
06/08/2020

Date Acknowledged:

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

City of Round Rock

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

000000
Heritage Trail West

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

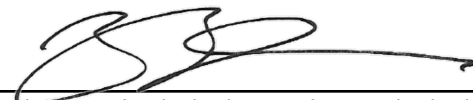
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Drew Botkin, and my date of birth is [REDACTED].

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

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

Executed in Travis County, State of Texas, on the 8 day of June, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article II, Section 2-26, Code of Ordinances (2018 Edition), regarding Accessory Building Setbacks in SF-1, SF-2 and SF-3. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/23/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2020-0206

The Code establishes side and rear setbacks for accessory buildings and structures in single family districts to prevent them from being too close to one another when located on adjacent lots. These include swimming pools, pool houses/cabanas, workshops, decks, storage sheds, barbeque structures, detached garages, playscapes, tree houses and other similar buildings or structures. This setback requirement is not necessary when the residential lot abuts property other than another residential lot, such as a drainage area or open space. The proposed revision to the setback requirement states that no setback is required when a rear or side lot line does not abut a developed or planned single-family lot. This allows property owners in these instances to place accessory structures closer to the property line.

The Planning and Zoning Commission held a public hearing on July 15, 2020 and voted 4-3 to recommend approval of the Code revision. There were no speakers at the public hearing.

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

S:

That Zoning and Development Code, Chapter 2, Article II, Section 2-26, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to add subsection (f), to read as follows:

Sec. 2-26. Residential lot and building dimensional standards.

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

