City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
Kris Whitfield, Mayor Pro-Tem, Place 6
Craig Morgan, Place 1
George White, Place 2
Joe Clifford, Place 3
Carlos T. Salinas, Place 4
John Moman, Place 5

Thursday, June 13, 2013 **7:00 PM** **City Council Chambers, 221 East Main St.**

Regular Meeting

A. CALL REGULAR SESSION TO ORDER – 7:00 P.M.

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per 2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. CONSENT AGENDA:

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

E.1 Consider approval of the minutes for the May 23, 2013 City Council meeting.

E.2 Consider an ordinance adopting Amendment No. 1 to the FY 2012-2013 Operating Budget. (Second Reading)

E.3 Consider a resolution authorizing property tax refunds to Inland American Round Rock University Oaks, LP, for 2010, 2011 and 2012 taxes totaling $16,151.60.

E.4 Consider a resolution authorizing the Mayor to execute an Addendum and Amendment to the Depository and Banking Services Contract with JPMorgan Chase Bank, N.A.

F. STAFF PRESENTATIONS:

F.1 Consider a presentation regarding, and action approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.

G. RESOLUTIONS:

G.1 Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to condemn certain property interests owned by SAR Western Center Plaza, LP necessary for the construction of improvements to Chisholm Trail Road, and take other appropriate action.

G.2 Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement with John Bolt Harris, Susan Hickox Harris and the Hickox Family Living Trust for the Brushy Creek Regional Trail Gap Project.

G.3 Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with A&W Limited Partnership for a 7.29 acre tract of land located along University Blvd.

G.4 Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with CAAP Limited Partnership for a 21.3 acre tract of land.

G.5 Consider a resolution adopting a Chapter 380 Economic Development Program for ClearCorrect Operating, LLC.

G.6 Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Agreement with ClearCorrect Operating, LLC.

G.7 Consider a resolution authorizing the Mayor to execute Amendment #1 with Star Shuttle regarding expanding service areas, establishing a direct route between Tech Ridge Park & Ride and Sears Teleserv, and adopting new fares.

G.8 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Brown & Gay Engineers, Inc. for the Railroad Quiet Zone Project.

G.9 Consider a resolution authorizing the Mayor to execute a Reimbursement Agreement with Atmos Energy Corporation for the relocation of gas lines required by the Southwest Downtown Infrastructure Improvements - San Saba Street and West Liberty Street Project.

G.10 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Waeltz & Prete, Inc. for the 24" Reuse Water Transmission Main - Phase 2 Project.

G.11 Consider a resolution authorizing the Mayor to execute the Second Amendment to Interlocal Agreement with Williamson County to add acreage to the County's exclusive jurisdiction.

G.12 Consider a resolution authorizing the Mayor to execute an Agreement to Share Costs with the Brazos River Authority for an engineering study related to the return of water to the Colorado River basin.

H. ORDINANCES:

H.1 Consider an ordinance amending Chapter 44, Sections 44-29 and 44-30, Code of Ordinances (2010 Edition), regarding water and sewer service to wholesale customers (First reading) (Requires two readings)

H.2 Consider an ordinance amending Chapter 36, Section 36-154, Code of Ordinances (2010 Edition), regarding wastewater system connection. (First Reading)(Requires Two Readings)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. ADJOURNMENT

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

§551.071Consultation 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 this 7th day of June 2013 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

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

City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the May 23, 2013 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director:

Cost:

Indexes:

Attachments: 052313 DRAFT Minutes.pdf

Text of Legislative File 13-426

DRAFT MINUTES
City of Round Rock
Regular City Council Meeting
Thursday, May 23, 2013

The Round Rock City Council met in Regular Session on Thursday, May 23, 2013, in the City Council Chambers, located at 221 E. Main Street, Round Rock, Texas.

A. CALL REGULAR SESSION TO ORDER - 7:00 P.M.

Mayor McGraw called the meeting to order at 7:04 p.m.

B. ROLL CALL

Those members present were Mayor Alan McGraw, Mayor Pro-Tem Kris Whitfield, Councilmember Craig Morgan, Councilmember George White, Councilmember Joe Clifford, Councilmember Carlos T. Salinas, and Councilmember John Moman. Also present were City Manager Steve Norwood, City Attorney Steve Sheets, Assistant City Manager Laurie Hadley, and Assistant City Manager Bryan Williams. No one was absent from this meeting.

PLEDGES OF ALLEGIANCE

Mayor McGraw led the following Pledges of Allegiance:

United States
Texas

ADMINISTRATION OF OATH

D1. Consider the administration of oath of office to newly elected Councilmembers Councilmember George White, Place 2 and Mayor Pro-Tem Kris Whitfield, Place 6.

CITIZEN COMMUNICATION:

John Holman, spoke regarding the Stony Point Jazz Band winning competition.

Karen Choate spoke against the star shuttle rate increases.

PRESENTATIONS:

F. Consider a presentation regarding the Demand Response Bus Service program.

Gary Hudder, Transportation Director, made the staff presentation.

CONSENT AGENDA:

All items listed under the consent agenda were voted on by one motion. There was no separate discussion of the items and no items were removed from the consent agenda.

G.1 Consider approval of the minutes for the May 9, 2013 City Council meeting.

G.2 Consider an ordinance annexing 25.327 acres of the University Blvd. right-of-way, between Sunrise Drive and Seton Parkway (Second Reading).

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER-DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO-WIT: 25.327 ACRES DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF ROUND ROCK SO AS TO INCLUDE SAID PROPERTY WITHIN ROUND ROCK'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

G.3 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Drywall Trade) from Cobos Design & Construction, Inc.

G.4 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Drywall Trade) from GG's Construction, LLC.

G.5 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Carpentry Trade) from GG's Construction, LLC.

G.6 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Carpentry Trade) From Cobos Design & Construction, Inc.

G.7 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from Texas Roofing Co., LP.

G.8 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from 360 Roofing, LLC.

G.9 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Painting Trade) from GG's Construction, LLC.

G.10 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Painting Trade) from Cobos Design & Construction, Inc.

G.11 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Masonry/Concrete Finishing Trade) from Partners Remodeling Restoration & Waterproofing, LLC.

G.12 Consider a resolution authorizing the Mayor to execute a City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Masonry/Concrete Finishing Trade) from Mario L. Carlin Management, LLC.

MOTION: Councilmember Craig Morgan moved to approve the consent agenda. Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman

Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

ORDINANCES:

H.1 Consider an ordinance adopting Amendment No. 1 to the FY 2012-2013 Operating Budget. (First Reading)(*Requires Two Readings*)

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR FISCAL YEAR 2012-2013.

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Mayor Pro-Tem Kris Whitfield moved to approve the ordinance. Councilmember John Moman seconded the motion.

VOTE: Ayes: Mayor Alan McGraw
Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Nays: None
Absent: None

ACTION: The motion carried unanimously.

H.2 Consider an ordinance annexing 158.006 acres of land out of the Joseph Marshall Survey, Abstract No. 409, known as the Freeman Tract. (First Reading*)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 158.006 ACRES OF LAND, OUT OF THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

MOTION: Councilmember Carlos T. Salinas moved to approve the ordinance. Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

MOTION: Mayor Pro-Tem Kris Whitfield moved to dispense with the second reading and adopt the Ordinance. Councilmember John Moman seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

H.3 Consider public testimony regarding and ordinance adopting the Planned Unit Development (PUD) No. 95 zoning district to allow single-family residential. (First Reading*)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 158.006 ACRES OF LAND OUT OF THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS PLANNED UNIT DEVELOPMENT (PUD) NO. 95.

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

Mayor McGraw opened the hearing for public testimony.

Ron Buffman, Forest Ridge Property Association, Byron Hendrix, and Patrice Lankford, spoke regarding the proposed zoning ordinance.

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

MOTION: Mayor Pro-Tem Kris Whitfield moved to approve the ordinance. Councilmember George White seconded the motion.

VOTE:	Ayes:	Councilmember Craig Morgan
		Councilmember John Moman
		Councilmember Joe Clifford
		Councilmember Carlos T. Salinas
		Councilmember George White
		Mayor Pro-Tem Kris Whitfield
		Mayor Alan McGraw
	Nays:	None
	Absent:	None

ACTION: The motion carried unanimously.

RESOLUTIONS:

I.1 Consider a resolution authorizing the Mayor to execute a Development Agreement with KB

Home Lone Star, Inc. regarding the development of 158.006 acres and 2.426 acres owned by the City.

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

MOTION: Councilmember George White moved to approve the resolution. Councilmember Craig Morgan seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.2 Consider a resolution amending the 2012-2013 Sports Venue Budget.

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Mayor Pro-Tem Kris Whitfield moved to approve the resolution. Councilmember George White seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.3 Consider a resolution approving the action of the board of directors of the Round Rock Transportation and Economic Development Corporation in amending the 2012-2013 operating budget.

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Councilmember George White moved to approve the resolution. Councilmember Joe Clifford seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.4 Consider a resolution authorizing the Mayor to execute a contract with Austin Contractors LLC for the 2013 Sidewalk Gaps Project.

Gary Hudder, Transportation Director, made the staff presentation.

MOTION: Councilmember George White moved to approve the resolution. Councilmember Craig Morgan seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.5 Consider a resolution authorizing the Mayor to execute a contract with Patin Construction LLC for the Old Settlers Boulevard Right Turn Lane (Eastbound) Project.

Gary Hudder, Transportation Director, made the staff presentation.

MOTION: Councilmember John Moman moved to approve the resolution. Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.6 Consider a resolution authorizing the Mayor to execute a contract with Smith Contracting Company, Inc. for the Old Settlers Boulevard Intersection Improvements at Chisholm Trail Road and N. Mays Street Project.

Gary Hudder, Transportation Director, made the staff presentation.

MOTION: Councilmember Joe Clifford moved to approve the resolution. Councilmember Carlos T. Salinas seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.7 Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with J.D. Ramming Paving Company, LLC for the 2012 Street Maintenance Program (Arterial Repairs).

Gary Hudder, Transportation Director, made the staff presentation.

MOTION: Councilmember John Moman moved to approve the resolution. Councilmember Craig Morgan seconded the motion.

VOTE:	Ayes:	Councilmember Craig Morgan Councilmember John Moman Councilmember Joe Clifford Councilmember Carlos T. Salinas Councilmember George White Mayor Pro-Tem Kris Whitfield Mayor Alan McGraw
	Nays:	None
	Absent:	None

ACTION: The motion carried unanimously.

I.8 Consider a resolution authorizing Mayor to enter into a Standard Form of Agreement between Owner and Contractor with John King Construction for the Rabb House Redevelopment Project.

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

MOTION: Mayor Pro-Tem Kris Whitfield moved to approve the resolution. Councilmember Carlos T. Salinas seconded the motion.

VOTE:	Ayes:	Councilmember Craig Morgan Councilmember John Moman Councilmember Joe Clifford Councilmember Carlos T. Salinas Councilmember George White Mayor Pro-Tem Kris Whitfield Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.9 Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y, Inc. for the University Boulevard 36" Water Line - Phase I Project.

Michael Thane, Utilities Director, made the staff presentation.

MOTION: Councilmember John Moman moved to approve the resolution. Councilmember Joe Clifford seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.10 Consider a resolution authorizing the Mayor to execute a Contract with Lockwood, Andrews, and Newnam, Inc. for the Parcel 150 - 36 inch Waterline Project.

Michael Thane, Utilities Director, made the staff presentation.

MOTION: Councilmember George White moved to approve the resolution. Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.11 Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with K. Friese & Associates, Inc. for the McNutt Creek C9 Project.

Michael Thane, Utilities Director, made the staff presentation.

MOTION: Councilmember George White moved to approve the resolution. Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

I.12 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 4 with CDM Smith, Inc. for the Water Treatment Plant for the Cedar Park/Round Rock/Leander Regional Water System Improvement Project.

Michael Thane, Utilities Director, made the staff presentation.

MOTION: Councilmember George White moved to approve the resolution. Councilmember Joe Clifford seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White

Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None
Absent: None

ACTION: The motion carried unanimously.

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

K.1 Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to a company looking to locate or relocate a facility in the City of Round Rock.

The Council recessed to Executive Session. Mayor McGraw called the closed session to order at 9:10 p.m. and adjourned it at 9:30 p.m.

ADJOURNMENT

There being no further business, Mayor McGraw adjourned the meeting at 9:32 p.m.

Respectfully Submitted,

Sara L. White, TRMC, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider an ordinance adopting Amendment No. 1 to the FY 2012-2013 Operating Budget. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: $0.00

Indexes: General & Utility Funds

Attachments: Ordinance, Exhibit A

Text of Legislative File 13-314

This budget amendment addresses items which affect the current FY 2013 General Fund and Utility Fund Operating budget. During the budget process, the City budgeted funding for an employee compensation and classification study for FY 2013. This amendment allocates the funding determined by the study to the appropriate departments in both the General Fund and the Utility Fund.

Also included in this amendment is the reallocation of funds to cover the projected legal expenditures for the fiscal year. This amendment also reduces the amount anticipated to be received from a County reimbursement, allocates funding to repair a fence damaged in the previous fiscal year, and recognizes the final expenditures and grant funding received through the UASI grant.

Cost: 0.00
Source of Funds: General and Utility Funds - budget adjustment
Staff recommends adopting this amendment.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR FISCAL YEAR 2012-2013.

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2012-2013 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

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

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

READ and **APPROVED** on first reading this the _____ day of _____, 2013.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

Budget Revision #1
Fiscal Year 2012-2013

GENERAL FUND	2012-2013 Original Budget	2012-2013 Revised Budget #1	Revision #1 Variance
Revenues	$ 87,716,936	$ 87,668,436	$ (48,500)
Expenditures	(87,716,328)	(87,667,828)	48,500
Total Change in Fund Balance	$ 608	$ 608	$ -
DRAINAGE FUND			
Revenues	$ 1,789,000	$ 1,789,000	$ -
Operating Expenditures	(1,725,118)	(1,725,118)	-
Change in Working Capital	$ 63,882	$ 63,882	$ -
UTILITY FUND			
Revenues	$ 40,002,641	$ 40,002,641	$ -
Operating Expenditures	(40,001,601)	(40,001,601)	-
Change in Working Capital	$ 1,040	$ 1,040	$ -

EXHIBIT
"A"

Budget Revision #1
Fiscal Year 2012-2013

GENERAL FUND	2012-2013 Original Budget	2012-2013 Revised Budget #1	Revision #1 Variance
Revenues	$ 87,716,936	$ 87,668,436	$ (48,500)
DEPARTMENT			
Administration - 12	$ (2,160,114)	$ (2,179,614)	$ (19,500)
DSO - 31	(622,054)	(636,554)	(14,500)
Finance - 17	(1,742,441)	(1,750,941)	(8,500)
Fire - 22	(14,306,223)	(14,483,223)	(177,000)
Fiscal Support Services - 19	(10,472,400)	(9,865,300)	607,100
Gen. Srvcs. - Bldng Const. & Facility Main. - 35	(1,679,655)	(1,689,655)	(10,000)
Gen. Srvcs. - Vehicle Main. Facility - 28	(1,148,110)	(1,151,610)	(3,500)
Human Resources - 24	(1,088,962)	(1,095,462)	(6,500)
Information Technology - 15	(3,825,116)	(3,845,616)	(20,500)
Inspection Services - 16	(904,304)	(905,304)	(1,000)
Legal Services - 13	(999,350)	(1,099,350)	(100,000)
Library - 20	(2,320,748)	(2,337,248)	(16,500)
Municipal Court - 29	(785,814)	(812,814)	(27,000)
Parks & Recreation - 23	(9,361,321)	(9,418,821)	(57,500)
Planning & Development Services - 14	(1,375,046)	(1,377,046)	(2,000)
Police - 21	(25,697,686)	(25,743,686)	(46,000)
Purchasing - 18	(466,168)	(466,168)	-
Recycling - 36	(133,932)	(145,432)	(11,500)
Transportation - Administration - 27	(2,431,362)	(2,444,462)	(13,100)
Transportation - Operate & Maintain - 34	(6,195,522)	(6,219,522)	(24,000)
General Government - Transfer	-	-	-
Total Expenditures	$ (87,716,328)	$ (87,667,828)	$ 48,500

Budget Revision #1
Fiscal Year 2012-2013

DRAINAGE FUND	2012-2013 Original Budget	2012-2013 Revised Budget #1	Revision #1 Variance
Revenues	$ 1,789,000	$ 1,789,000	$ -
DEPARTMENT			
Drainage - 86	$ (1,725,118)	$ (1,725,118)	$ -
Total Expenditures	$ (1,725,118)	$ (1,725,118)	$ -

Budget Revision #1
Fiscal Year 2012-2013

UTILITY FUND	2012-2013 Original Budget	2012-2013 Revised Budget #1	Revision #1 Variance
Revenues	$ 40,002,641	$ 40,002,641	$ -
DEPARTMENT			
Utility Administration - 40	$ (1,196,406)	$ (1,198,406)	$ (2,000)
Utility Billings & Collections - 81	(1,401,939)	(1,411,439)	(9,500)
Utility Environmental Services - 64	(566,328)	(569,328)	(3,000)
Wastewater Line Maintenance - 63	(1,901,382)	(1,918,882)	(17,500)
Wastewater Systems Support - 62	(1,948,513)	(1,949,513)	(1,000)
Wastewater Treatment Plant - 61	(4,345,542)	(4,328,792)	16,750
Water Line Maintenance - 43	(2,313,220)	(2,350,220)	(37,000)
Water Systems Support - 42	(3,602,758)	(3,612,758)	(10,000)
Water Treatment Plant - 41	(8,827,813)	(8,815,563)	12,250
Transfers - 95	(13,897,700)	(13,846,700)	51,000
General Government - Other	-	-	-
Total Expenditures	$ (40,001,601)	$ (40,001,601)	$ -

Budget Revision #1

Fiscal Year 2012-2013

General Fund - Effect of the revision on fund balance:

Fund Balance 10/01/12	$	41,247,931
Less Reserves (*1)		(30,580,383)
Estimated Revenue (FY 2012-2013)		84,857,386
Interfund Transfers		2,811,050
Total Funds Available		98,335,984
Budgeted Expenditures		(87,667,828)
Estimated Unreserved Fund Balance 9/30/13	$	10,668,156

* 1 Reserve requirements established in accordance with operating reserve policies.

Budget Revision #1
Fiscal Year 2012-2013

Drainage Fund - Effect of the revision on fund balance:

Fund Balance 10/01/12	$	1,179,777
Less Reserves (*1)		(544,093)
Estimated Revenue (FY 2012-2013)		1,789,000
Interfund Transfers		(76,350)
Total Funds Available		2,348,334
Budgeted Expenditures		(1,648,768)
Estimated Working Capital 9/30/13	$	699,566

* 1 Reserves are established in accordance with operating reserve policies.

Budget Revision #1
Fiscal Year 2012-2013

Utility Fund - Effect of the revision on working capital:

Estimated Working Capital 10/01/12	$	36,910,669	
Less Reserves (*1)		(14,400,576)	
Estimated Revenue (FY 2012-2013)		40,002,641	
Interfund Transfers		(8,671,700)	
Total Funds Available		53,841,034	
Budgeted Expenditures		(31,329,901)	
Estimated Working Capital 9/30/13	$	22,511,133	(* 2)

* 1 Reserves are established in accordance with operating reserve policies.
* 2 Funds are designated for Capital Improvements to the Utility System.

City of Round Rock
Budget Revision #1
Fiscal Year 2012-2013
Summary of Significant Adjustments

General Fund	**FY 2013**	**Explanation**
Revenue Adjustments:		
Emergency Services Organization	$ (66,000)	Williamson ESO only reimburses once per year
UASI Grant	17,500	Reimbursement received for final expenditures
Total Revenue Adjustments - General Fund	$ (48,500)	
Expenditure Adjustments:		
Market Study Allocation	$ 433,100	Allocation to appropriate departments
Reallocation for Market Study	(433,100)	Transfer of budgeted funds for market study
Emergency Services Organization	(66,000)	Reduced expenditures due to revised reimbursement estimate
UASI Grant	17,500	Final expenditures related to grant
Legal Expenditures	100,000	Actual annual expenditures projected to exceed budget
Reallocation for Legal Expenditures	(100,000)	Transfer of budgeted funds to cover legal expenditures
Total Expenditure Adjustments - General Fund	$ (48,500)	

Utility Fund	**FY 2013**	**Explanation**
Revenue Adjustments:		
None	$ -	
Total Revenue Adjustments - Utility Fund	$ -	
Expenditure Adjustments:		
Market Study Allocation	$ 84,500	Allocation to appropriate departments
Reallocation for Market Study	(84,500)	Transfer of budgeted funds for market study
Total Expenditure Adjustments - Utility Fund	$ -	

City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a resolution authorizing property tax refunds to Inland American Round Rock University Oaks, LP, for 2010, 2011 and 2012 taxes totaling $16,151.60.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: $16,151.60

Indexes: General Debt Service Fund

Attachments: Resolution, Inland Justification

Text of Legislative File 13-410

State law requires that property tax refunds in excess of $500 be approved by the governing body. These refunds are the result of agreed judgments approved by the appraisal district reducing the taxable values on the 2010, 2011 and 2012 tax rolls.

Cost: $16,151.60
Source of funds: General Debt Service Fund
Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock is mandated by V.T.C.A., Tax Code §31.11 to refund, upon taxpayer application to the tax collector of its taxing unit and upon verification by the auditor of its taxing unit, any overpayment or erroneous payment of taxes; and

WHEREAS, if such amount exceeds $500.00, then the governing body of the taxing unit must also determine that the payment was erroneous or excessive and must approve the refund, Now Therefore

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

That the following named taxpayer, Inland American Round Rock University Oaks, LP has made an overpayment or erroneous payment of 2010, 2011 and 2012 taxes in the amount of $16,151.60; that such amount is in excess of $500.00; that such overpayment or erroneous payment has been verified by the Tax Collector; and that application for refund has been made to the Tax Collector by said taxpayers.

The Council further finds and makes a determination that the payment was erroneous or excessive; and further approves such refund in the amount of $16,151.60.

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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

MINIMUM DOLLAR AMOUNT: $0

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT / REC TYPE	DEPOSIT / RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
3758-000A-0002H	R482582		RF130509	20130509			
2010 2 INLAND AMERICAN ROUND ROCK U TL		158024520		05/09/2013	17698587 DA	4,508.20	
CHECK PAYEE: INLAND AMERICAN ROUND ROCK UNIVERSI		S9275 - EAST CHANDLER RETAIL CENTE			CHECK TOTAL:	4,508.20	
ATTN: REAL ESTATE LAW		2 REPLAT), BLOCK A, LOT 2H, ACRES					
2901 BUTTERFIELD RD							
OAK BROOK IL60523							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
3758-000A-0002H	R482582		RF130509	20130509			
2011 2 INLAND AMERICAN ROUND ROCK U TL		182087314		05/09/2013	19894195 DA	6,791.32	
CHECK PAYEE: INLAND AMERICAN ROUND ROCK UNIVERSI		S9275 - EAST CHANDLER RETAIL CENTE			CHECK TOTAL:	6,791.32	
ATTN: REAL ESTATE LAW		2 REPLAT), BLOCK A, LOT 2H, ACRES					
2901 BUTTERFIELD RD							
OAK BROOK IL60523							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
3758-000A-0002H	R482582		RF130509	20130509			
2012 2 INLAND AMERICAN ROUND ROCK U TL		212223832		05/09/2013	22497826 DA	4,852.08	
CHECK PAYEE: INLAND AMERICAN ROUND ROCK UNIVERSI		S9275 - EAST CHANDLER RETAIL CENTE			CHECK TOTAL:	4,852.08	
ATTN: PROPERTY TAX DEPT		2 REPLAT), BLOCK A, LOT 2H, ACRES					
P.O. BOX 9271							
OAK BROOK IL60522							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	

TOTAL ALL ACCOUNTS 16,151.60

COUNT OF REFUND CHECKS 3.00

625 F.M. 1460
Georgetown, Texas 78626

(512) 930-3787 – Austin Metro
(512) 930-0391 – Facsimile

www.wcad.org

Board of Directors

Harry Gibbs, Chairman

Deborah Hunt, Vice Chairman

Cecilia M. Crowley, Secretary

Rufus Honeycutt

Charles Chadwell

Chief Appraiser

Alvin Lankford
(512) 931-7826

alvinl@wcad.org

"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

May 8, 2013

Steve Norwood, City Manager
City of Round Rock (CRR)
221 E. Main
Round Rock, TX 78681

Re: Cause No: 10-1091-C368; Inland American Round Rock University Oaks Limited Partnership v. Williamson Central Appraisal District

Dear Mr. Norwood:

A settlement has been reached on the attached referenced lawsuit for tax years 2010, 2011, and 2012. The settlement was the result of an Agreed Judgment between the District and the Plaintiff in this suit. The Plaintiff has agreed to waive the interest due, if the refund is paid within sixty (60) days of the change being certified to the tax assessor by the Appraisal District. (See attached Rule 11 Agreement and Agreed Judgment).

If you have any questions, please feel free to call.

Sincerely,

Alvin Lankford

Alvin Lankford
Chief Appraiser

AL/abl

Enclosure

√ cc: Forrest Child, A/C cc: Cheryl Delaney, Finance Director CRR

Williamson Central Appraisal District
Supplementary Change 2010, 2011, 2012

Entities: GWI RFM SRR CRR J01 W09
Parcel / Record No: R-16-3758-000A-0002H (R482582)

Name: INLAND AMERICAN ROUND ROCK UNIVERSITY OAKS LP
Address: ATTN: PROPERTY TAX DEPT
Address: P.O. BOX 9271
Address:
City, State, ZIP: OAK BROOK, IL 60522

Legal Description: SEE ATTACHED AGREED JUDGMENT

Situs Address: 201 UNIVERSITY OAKS BLVD, ROUND ROCK TX

	2010 Old Value	2010 New Value	2011 Old Value	2011 New Value	2012 Old Value	2012 New Value
Personal Property Value:						
Improvement Non-Homesite Value:	27,360,739	26,280,362	30,512,446	28,907,731	32,137,729	30,983,433
Improvement Homesite Value:						
Land Non-Homesite Value:	6,692,994	6,692,994	6,090,625	6,090,625	6,214,923	6,214,923
Land Homesite Value:						
Ag Market Value:						
Ag Use:						
Total Market Value:	34,053,733	32,973,356	36,603,071	34,998,356	38,352,652	37,198,356
Non-Taxed Exempt:						
Homestead:						
Over 65:						
Disabled Veterans:						
Homestead Disability:						
Total Taxable Value:	34,053,733	32,973,356	36,603,071	34,998,356	38,352,652	37,198,356
Supplement #:		33		22		9

Frozen Tax: N/A

Reason for Changes: Per attached Agreed Judgment signed 4/23/13

Alvin Lankford, Chief Appraiser Alvin Lankford 5/7/2013

CAUSE NO. 10-1091-C368

INLAND AMERICAN ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP,	IN THE DISTRICT COURT
Plaintiff,	
v.	WILLIAMSON COUNTY, TEXAS
WILLIAMSON CENTRAL APPRAISAL DISTRICT,	
Defendant.	368TH JUDICIAL DISTRICT

AGREED JUDGMENT

The parties, through their attorneys, have agreed to the terms of this judgment as evidenced by the signatures of their attorneys below.

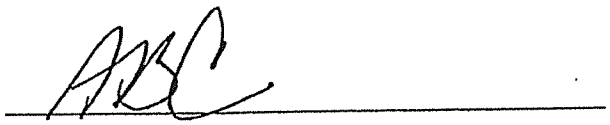
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the value of the subject property is as follows:

Account No.	Description	2010 Value	2011 Value	2012 Value
R482582	S9275 – East Chandler Retail Center (Lt 2 Replat), Block A, Lot 2H, Acres 21.95	$ 32,973,356	$ 34,998,356	$ 37,198,356
R482576	S9275 – East Chandler Retail Center (Lt 2 Replat), Block A, Lot 2A, Acres 3.73, (Row Easement)	$ 1,119	$ 1,119	$ 1,119
R482583	S9275 – East Chandler Retail Center (Lt 2 Replat), Block A, Lot 2I, Acres 1.75, (Water Quality Pond)	$ 525	$ 525	$ 525
	TOTAL	$32,975,000	$35,000,000	$37,200,000

FILED
at 1:16 o'clock P M
HS
APR 23 2013
Lisa David
District Clerk, Williamson Co., TX.
RECEIVED
5/1/13
WILLIAMSON CAD

This is a final judgment disposing of all parties and issues. Each party ordered to pay its costs.

Signed this 23 day of April, 2013.



JUDGE BURT CARNES

RECEIVED
5/1/13
WILLIAMSON CAD

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

3301 Northland Dr.
SUITE 505
AUSTIN, TEXAS 78731
TELEPHONE 512-302-0190
FAX 512-323-6963
www.pbfcm.com

April 16, 2013

VIA E-MAIL & FACSIMILE (214) 561-8663
Ms. Melinda Blackwell
BLACKWELL & DUNCAN PLLC
15851 North Dallas Parkway, Suite 600
Addison, Texas 75001

RE: RULE 11 AGREEMENT: Cause No. 10-1091-C368; Inland American Round Rock University Oaks Limited Partnership v. Williamson Central Appraisal District

Dear Melinda:

The parties have agreed to settle this lawsuit by setting the values as follows:

Account No.	Description	2010 Value	2011 Value	2012 Value
R482582	S9275 – East Chandler Retail Center (Lt 2 Replat), Block A, Lot 2H, Acres 21.95	$ 32,973,356	$ 34,998,356	$ 37,198,356
R482576	S9275 – East Chandler Retail Center (Lt 2 Replat), Block A, Lot 2A, Acres 3.73, (Row Easement)	$ 1,119	$ 1,119	$ 1,119
R482583	S9275 – East Chandler Retail Center (Lt 2 Replat), Block A, Lot 2I, Acres 1.75, (Water Quality Pond)	$ 525	$ 525	$ 525
	TOTAL	**$32,975,000**	**$35,000,000**	**$37,200,000**

In addition the parties agree that Plaintiff will waive interest on the refund so long as the refund is paid within 60 days of the date the change is certified to the tax assessor by the Appraisal District. Each party will bear their own costs and attorney's fees. The parties will execute the attached agreed judgment reflecting the change in value.

FILED
at_____o'clock_____A
APR 22 2013
Lisa David
District Clerk, Williamson County, Tx

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5/1/13
WILLIAMSON CAD

These stipulations are entered into by the parties solely for the purpose of compromising and settling their various claims, each as to the other. No other use of this stipulation may be made by the parties concerning the claim of either party as to the other, whether having arisen in the past, now pending, or to arise in the future, including subsequent disputes concerning the market or appraised value of the subject property within Defendant's jurisdiction. The agreement is not intended by either party as an admission concerning the issues in dispute nor shall it be represented by either party as to the other as an admission.

Pursuant to Tax Code sections 42.43(f) and 42.43(g), the property owner has made a designation for refund purposes. See attached completed Form 50-765, Exhibit A.

If this accurately reflects our agreement, please sign and return this letter and completed Form 50-765 to me for filing.

Sincerely,

Sandra Griffin
Attorney for Defendant

Agreed:

Melinda Blackwell
Attorney for Plaintiff

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5/1/13
WILLIAMSON CAD

EXHIBIT

A

RECEIVED
5/1/13
WILLIAMSON CAD

university oaks
N 44703

Designation of Tax Refund

Property Tax
Form 50-765

Pursuant to Texas Tax Code Section 42.43, a property owner who prevails in an appeal of an appraisal review board determination of value to district court may designate to whom and/or where a property tax refund is to be sent.

By completing this form, you (Property Owner) designate the following individual to receive the refund resulting from a post appeal judgment. The entire form must be completed for the local tax office to process the refund.

TAXING UNIT INFORMATION

Collecting (Taxing Unit) Office Name

ROUND ROCK ISD TAC OFFICE

Mailing Address

1311 ROUND ROCK AVE.

City, Town or Post Office, State, ZIP Code

ROUND ROCK, TX 78681

PROPERTY OWNER INFORMATION

Property Owner Name and Address:

Inland American Round Rock university oaks, LP
PO BOX 9271
Oak Brook, IL 60523

Property Description: *(Provide legal description or other information from appraisal records sufficient to identify the property or attach a copy of the tax receipt.)*

Property Account Number or Statement Number:

R482582, R482576, R482583

Final Judgment Cause Number: *(Please provide entire number.)*

16-1091-C368

ASSIGNMENT OF RIGHT TO A REFUND

I am the property owner or a duly authorized representative of the property owner entitled to a refund of ad valorem taxes arising from an appeal under Texas Tax Code Chapter 42. By executing this Assignment of Right to a Refund, the property owner assigns all rights and interest to receive the tax refund herein.

I, Telecia Morris, VP as agent, hereby designate the refund on the above named property be sent to the following:

Please check appropriate box (check only one box)

- ☒ Property Owner – If using different address than above information, please provide in the space below:
- ☐ Business office of attorney of record in the appeal located at the following mailing address:
- ☐ Another individual and address as designated in the following information:

Name _____

Address _____

City _____

State _____

ZIP _____

SIGN THE APPLICATION

Property Owner or Duly Authorized Representative

Date 04-17-13

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our Web site:
www.window.state.tx.us/taxinfo/proptax

50-765 • 07-09/2

RECEIVED
5/1/13
WILLIAMSON CAD

City of Round Rock

Agenda Item Summary

Agenda Number: E.4

Title: Consider a resolution authorizing the Mayor to execute an Addendum and Amendment to the Depository and Banking Services Contract with JPMorgan Chase Bank, N.A.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: $2,500.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A

Text of Legislative File 13-411

In April 2012, the City of Round Rock entered into an agreement with JPMorgan Chase Bank for Depository and Banking Services. Included in the contract was a list of line item service charges for various services the City utilizes. In the past year, additional services and fees have been negotiated. The first part of this addendum is to add the new service line item charges to the approved contract list. The additional $2,500 in costs will be the effect of using the new services that we have added (identified by the new line item service charges).

Part of the Depository and Banking Services Contract also included the Pledgee Agreement with the Federal Reserve Bank of Boston, the third party holder of collateral for the City's bank deposits in JPMorgan Chase Bank. The Pledgee Agreement outlines the roles and responsibilities of the three parties - Custodian (FRB Boston), Pledgor Bank (JPMorgan Chase) and the Pledgee (the City) for the collateral pledged by JPMorgan Chase for the City of Round Rock and held by the Federal Reserve Bank of Boston. The second part of this addendum is to update the City's authorized personnel who can make collateral changes with the Federal Reserve Bank of Boston. This addendum reflects the deletion of Stacie Carter and replacing her with Lorie Lankford as the new Assistant Finance Director.

Cost: $2,500.00
Source of funds: General and Utility Funds

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City entered into a Depository and Banking Services Contract ("Contract") with JPMorgan Chase Bank, N.A. by Resolution No. R-12-04-12-11E1, same being dated April 12, 2012, and

WHEREAS, Section XV of said Contract authorizes the parties to negotiate new services and any such agreement for new services will be executed in writing as an addendum to the Contract, and

WHEREAS, the City and JPMorgan Chase Bank, N.A. desire to enter into an Addendum and Amendment to Depository and Banking Services Contract, Now Therefore

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

I.

That Exhibit "A" to the Addendum and Amendment to Depository and Banking Services Contract constitutes a new service agreement for the Additional Services and is an addendum to the Contract as contemplated in Article XV of the Contract.

II.

That the Mayor is hereby authorized and directed to execute on behalf of the City the Addendum and Amendment to Depository and Banking Services Contract with JPMorgan Chase Bank, N.A., along with the accompanying "Pledgee Agreement Form," copies of same being attached hereto as Exhibit "A" and same are incorporated herein for all purposes.

III.

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 13th day of June, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"

ADDENDUM AND AMENDMENT TO DEPOSITORY AND BANKING SERVICES CONTRACT

This Addendum and Amendment to Depository and Banking Services Contract ("Addendum") is entered into by and between the City of Round Rock, Texas (hereinafter referred to as "City/Depositor") and JPMorgan Chase Bank, N.A. (hereinafter referred to as "Bank")

WHEREAS, City/Depositor and Bank entered into that one certain agreement dated April 12, 2012 (hereinafter referred to as the "Contract") by duly-passed Resolution No. R-12-04-12-11E1; and

WHEREAS, Section XV of said Contract authorizes the parties to negotiate new services and any such agreement for new services will be executed in writing as an addendum to the Contract; and

WHEREAS, the parties have negotiated new services and have agreed on new pricing for existing services; and

WHEREAS, City/Depositor and Bank now wish to establish the fees applicable to new services to be provided by Bank and the new fees for the existing services; and

WHEREAS, City/Depositor has determined that it is necessary to amend the document entitled "Pledgee Agreement Form" included in Exhibit C of the Contract to reflect the current employees of City/Depositor that may take authoritative action on behalf of the City/Depositor;

Now, therefore, the parties agree as follows:

I.

The Contract is revised as follows:

A. Attachment B to Exhibit F of the Contract is replaced in its entirety with Exhibit "A", attached hereto and incorporated herein for all purposes.

B. That portion of Exhibit C of the Contract entitled "Pledgee Agreement Form" is replaced in its entirety with Exhibit "B", attached hereto and incorporated herein for all purposes.

II.

Bank shall perform those services included in Exhibit "A" under the heading "Additional Service Codes added 4/5/13" (the "Additional Services") at the rates therein specified. City/Depositor and Bank expressly agree that this Addendum constitutes a new service agreement for the Additional Services and is an addendum to the Contract as contemplated in Article XV of the Contract.

III.

All other terms and provisions of the Contract shall remain unchanged and in full force and effect.

Executed in multiple originals to be effective on the _____ day of _____, 2013, by the undersigned duly authorized officers of the parties to the Contract.

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

JPMORGAN CHASE BANK, N.A.

By: Larnell Camus
Printed Name: Larnell Camus
Title: Senior Banker
Date Signed: 5/17/13

JPMORGAN CHASE

2012 City of Round Rock Proposed Pricing

BANKING SERVICE FEE ANALYSIS / PRICING SCHEDULE

Last modified as of 4/5/13

Service Description	Avg Mo Volume	Bank Fee	Notes
Balance Related Services			
Balance and FDIC Assessment	606,181	0.0013	yes adjust for days
Depository Services			
Account Maintenance	9	5.0000	
Banking Center Deposit	0	0.5000	
QBD/Night Drop Deposit	0	0.5000	
Vault Deposit	190	0.5000	
Item Processing Deposit	1	0.5000	
Deposit Correction-Non-Cash	2	5.0000	
General Checks Paid Truncated	138	0.0500	
Direct DDA Statement Per acco	8	0.0000	online statement
Account Statement - Paper		5.0000	
Direct Paid Item Inquiry	0	0.0000	line 144
ZBA Master Account Maintenan	1	0.0000	
ZBA Subsidiary Account Mainte	2	5.0000	
Returns - Chargeback	16	2.0000	
Returns - Reclear	27	1.5000	
Returns - Reclear Services	0	0.0000	
Checks Dep Un-encoded Items	1,145	0.0600	
Stop Pay Automated <= 12 mor	3	2.0000	
Debits Posted-Electronic	77	0.0000	
Credits Posted-Electronic	344	0.0000	
Deposit Account Statements	10	0.0000	
Gen Disd Checks PD-IS Front I	0	0.0000	
Image Deposit	42	0.2000	
Deposit Correction - RDS	2	0.2500	image quality suspect items
IRD Deposited Items - RDSO	10	0.0600	
Image Deposited Items - RDSO	9,778	0.0000	in line 144
Facsimile Transmission	0	0.0000	
Direct Account Transfer	4	0.0000	Acces Online Transfer
Gen'l Disb. Checks Pd - IS Fron	107	0.0000	
Commercial Deps-Cash Vault			
Currency/Coin Dep/$100-Vault	2,474	0.0130	
Coin Deposit- Non Standard Ba	2	1.0000	
Deposit Correction - Cash	0	5.0000	
Change Order Bkg Center	1	0.0000	
Dep Conditioning - Surcharge -	0	0.0000	n/a
Currency Supp/$100 - Bkg Ctr (assuming half rolls and half straps)	4	0.3500	
Mail Notification - Dcn - Vault	0	0.2500	
General ACH Services			

Exhibit A

ACH Optional Rpts - Electronic	7	0.0000	acknowledgement file
ACH Subscription @ ACH ID/m	1		
Subscription Detail Fee	6,957		
ACH Return Subscription @AC	1		
ACH Returns detail	30		
ACH Delete/Reversal	1	10.0000	
ACH Return Item	30	1.0000	
ACH Reclears	19	1.0000	
ACH Monthly Maintenance	15	0.0000	
ACH Input - Echannel	19	0.0000	
ACH Input - File	7	5.0000	
ACH Blocks Auth Instructions	1	0.5000	
ACH Blocks Auth Maintenance	1	0.0000	
Delete/Reversal Batch/File	0	2.0000	Access via Eserve
ACH Notif of Change (NOC)	3	0.5000	
ACH Standard Reports - Fax	0	2.0000	
ACH Standard Reports - Electro	46	2.0000	transmission
Consumer On-Us CR - 1-day			
ACH Consumer On Us Credits	268	0.0300	
Consumer Off-Us CR - 1-day			
ACH Consumer Off Us Credits	2,717	0.0300	
Consumer On-Us DR 1-day			
ACH Consumer On Us Debits	521	0.0300	
Consumer Off-Us 1 day			
ACH Consumer Off Us Debits	3,084	0.0300	
ACH Credit Received Item	316	0.0000	
ACH Debit Received Item	51	0.0000	
Access - ACH Maintenance		0.0000	
Controlled Disbursements			
Controlled Disbursement Mainte	1	0.0000	
Controlled Disbursement Cks P	605	0.0500	
Controlled Disbursement - Fund	21	0.2500	
Wire Transfer			
Wire Module Maintenance Svcs	1	0.0000	
Elec Wire Out Domestic	19	2.0000	
Elec Wire Out - Book DB	14	1.0000	
Elec Wire Out - Domestic Repa	3	3.0000	
Incoming Domestic Wire	14	2.0000	
Elec Wire Bk Mnt Temp Storage	39	0.0000	
Book Credit	4	1.0000	
Account Reconciliation			
ARP Partial Maint-Paper Rpts	1	0.0000	elecronic only
ARP Partial Per Paid Item	51	0.0200	
Full Recon Maintenance	2		
ARP Full PPay Maint Paper RP	2	30.0000	
ARP Full Ppay Maint Paper Iten	2	0.0000	elecronic only
ARP Full Ppay Input Per item	159	0.0300	
ARP Partial Ppay Maint-PPR R	1	20.0000	
ARP Partial Ppay Item	605	0.0000	
ARP Recon Trans End of Cycle	3	5.0000	
Positive Pay Exceptions	1	2.0000	
PWS Maintenance (for stateme	3	0.0000	
Image Captue per item	764	0.0100	
Information Services			
CPO Prem Email Sched	1	25.0000	Mo Maint for Access Cash Scheduler
Vash Scheduler User Fee		0.0000	
CPO Subscription Online	1	0.0000	

CPO Prem IR Maintenance	0	0.0000	
CPO Prem PDR Account - PRI	9	15.0000	
CPO Prem PDR ITM Stored 2 M	702	0.0500	
CPO Prem CDR Account - CUR	4	0.0000	no fee for CDR
CURRENT DAY ITEM	465	0.0500	
PRIOR DAY ITEM	678	0.0500	
CPO Prem CDR Item Stored	374	0.0000	no fee for CDR
CPO Prem Research Item	190	1.5000	
GCS Transaction History	0	0.0000	
Direct Previous Day Acct		0.0000	In Prem PDR acct maint above
Direct Current Day Acct		0.0000	no fee for current day
Direct Previous Day Max Item		0.0000	per IFB No 12-008
Direct Previous Day Std Item		0.0000	per IFB No 12-008
Direct Current Day Std Item		0.0000	per IFB No 12-008
Direct Previous Day Ext Item		0.0000	per IFB No 12-008
EDI Services			
Paymode Con Monthly License	0	0.0000	
Paymode Con Transaction	6,896	0.0000	
Payment Manager Transmissio	10	0.0000	
Addenda Received	4,891	0.0000	
Paymode Con Return	1		
RPO Maintenance	1		**per IFB No 12-008**
RPO Transaction Pricing	4,891	0.0000	**per IFB No 12-008**
Receivables Manager Transmis	5		
RPO Mam File Support	1		**per IFB No 12-008**
RPO Notification E-Mail	2,579		**per IFB No 12-008**
Global Advice Rec Per Paymen	40	0.0400	**receiver svcs based on online bill pay**
Global Advice Receving Mainte	1	50.0000	
Reformat		0.0500	
CCCS Payment Surcharge		0.0500	
ACH Receiver Services		250.0000	**one time implementation**
Safekeeping & Sec. Clearings			
Safekeeping Account Maintenar	1	200.0000	
Safekeeping of Assets-Receipt	56	0.0000	
Disbursements (Credit Account)	15	0.0000	
Deposit Withdrawal	2	0.0000	
Clearing FRB	10		
$1000 Par Value	1,000	0.0000	
Next $4,000,000 Par Value	4,000	0.0000	
Next $5,000,000 Par Value	5,000	0.0000	
Next $10,000,000 Par Value	1,320	0.0000	
Safekeeping per cusip	56		
Income distribution	15		
Remote Deposit Services			
Remote Dep-Account Maintena	1	0.0000	
Remote Dep Ck Image Process	9,790	0.0600	1st 500 free
Rdsol - Item Storage	457,932	0.0000	
High Volume Scanner Maintena	1	20.0000	2 scanners free
Med Volume Scanner Maintena	1	20.0000	
Image			
CD ROM Maintenance	4	0.0000	1st disk $25 then $15
CD ROM Per Image	732	0.0250	
CD ROM Disk	4	25.0000	1st disk $25 then $15

Image Archive - 90 Days	238	0.0200	$2 if image >91 days
Image Maintenance - Direct	0	0.0000	
Image Retrieval BA Direct	0	1.0000	
GCS Transaction History	0	0.0000	
Miscellaneous			
Check Copy	1	15.0000	free on line
Nonrelationship Cust Ck Cashe	3	0.0000	

Additional Service Codes added 4/5/13	
Post No Checks Maintenance	1.0000
Elockbox Return Electronic	1.5000
Return Notification Email	2.5000
ACH Receiver Svcs Transaction	0.0800
Check Deposited On Us	0.0600
Image Group Two Tier 2	0.0250
Return Item	2.0000
PWS Exception Notif Acct	0.0000
Stop Payment Electronic	2.0000
Electroinc Fed Debit S/T	2.0000
Electroinc Chip Debit S/T	2.0000
Full Recon w/PP via PWS	30.0000
Full Recon per item	0.0300

Image Cash Letter pricing	
519 - IMAGE GROUP ONE	$0.035
520 - ON-US STANDARD	$0.025
521 - IRD PERIOD ONE	$0.100
522 - IRD PERIOD TWO	$0.120
523 - RETURN IMAGE ON US	$0.200
524 - FILE TRANSMISSION REC - VPN	
525 - RETURN IMAGE GROUP TWO TIER 1	$0.400
526 - IMAGE GROUP TWO	$0.025
527 - IRD SELECT	$0.080
528 - IMAGE GROUP TWO - TIER 2	$0.030
535 - RETURN IMAGE GROUP TWO TIER 2	$0.500
536 - RETURN IMAGE GRP ONE PERIOD 1	$0.900
537 - RETURN IMAGE GROUP THREE	$1.250
539 - RETURN IMAGE IRD	$1.750

746 - ON US PREMIUM	$0.050
747 - IRD PERIOD THREE	$0.200
748 - ICL DEPOSIT LATE	$2.000
751 - IMAGE GROUP ONE - PERIOD TWO	$0.055
752 - IMAGE GROUP ONE - PERIOD THREE	$0.120
753 - RETURN IMAGE SELECT GRP ONE P2	$0.900
754 - RETURN IMAGE GROUP ONE P2	$0.900
755 - VAULT CHECKS DEPOSITED	$0.180
756 - ICL DEPOSIT STANDARD	$1.500
757 - IMAGE QUALITY SUSPECT ITEMS	$0.250
758 - NON-CONFORMING IMAGE ITEMS	$0.000
759 - ICL DEPOSIT EARLY	$1.000
760 - ACH ELIGIBILITY TESTING/ FILTER	$0.003
762 - RETURN IMAGE SELECT GRP ONE P1	$0.900
763 - RETURN ICL DEPOSIT	$3.000

Pledgee Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date: 5/10/13

We, the CITY OF ROUND ROCK agree to the terms of **Appendix C** of your ***Operating Circular 7***, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated B552. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☐ NO (Instructions required for each withdrawal) ■ YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See ***Operating Circular 7, Appendix C, Section 4.3.)***

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

■ Three-party call-back ☐ Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: (512) 218-3297
Fax: (512) 671-2808
Print Name: Joan Sharp Title: Accountant
Signature: Joan Sharp Date: 5/10/13

Telephone: (512) 218-5444
Fax: (512) 671-2808
Print Name: Elaine S. Wilson Title: Accounting Manager
Signature: Elaine S Wilson Date: 5/10/13

Telephone: (512) 218-3295
Fax: (512) 671-2808
Print Name: Lorie Lankford Title: Asst Finance Director
Signature: Lorie Lankford Date: 5/10/13

Exhibit B

Pledgee Agreement
(page 2 of 2)

Telephone: (512) 218-5445 Print Name: Cheryl Delaney Title: Finance Director

Fax: (512) 671-2808 Signature: Cheryl Delaney Date: 5/10/13

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

CITY OF ROUND ROCK

Name of governmental unit

221 E. Main Street

Street Address or P.O Box Number

Round Rock, TX 78664

City, State, Zip Code

_____

Official Signature/ Date

Alan McGraw, Mayor

Printed Name and Title

Notary

State of _____

County of _____

On this _____ day of _____, 20___ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

_____

(Signature of Notary)

_____

(Print name of Notary)

My commission expires on _____ [Date]

City of Round Rock

Agenda Item Summary

Agenda Number: F.1

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

Type: Presentation

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Michael Thane, Director of Utilities and Environmental Services

Cost:

Indexes:

Attachments: CIAC Letter, Exhibit A

Text of Legislative File 13-407

The Local Government Code Section 395.058 requires the Capital Improvements Advisory Committee to report to the political subdivision (City Council) the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee. The local government code also requires the Advisory Committee to advise the City Council of the need to update the land use assumptions, capital improvements plan, and impact fees. These items were last updated in April 2012.

The Committee met on May 15, 2013 to review the Semiannual Capital Improvements Plan Progress Report. Growth is continuing at a pace as was assumed in the Water and Wastewater Impact Fee Report, the capital improvements plan is proceeding on schedule, and there are no inequities in implementing the plan or imposing the impact fee. The committee recommends no action be taken at this time.

Staff recommends approval.

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

May 15, 2013

Mayor McGraw
Mayor Pro-Tem Whitfield
Councilmember Morgan
Councilmember White
Councilmember Clifford
Councilmember Salinas
Councilmember Moman

RE: Capital Improvements Advisory Committee - Semi-Annual Meeting

Dear Mayor McGraw and Council Members:

The Capital Improvements Advisory Committee met on May 15, 2013 to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the impact fees. The following information is being provided to you pursuant to § 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the impact fee. Therefore, a motion was made to approve and forward the report to the City Council, with updated city comparison data.

Sincerely,

Al Kosik

Al Kosik, Chairman
Capital Improvements Advisory Committee

Mayor
Alan McGraw

Mayor Pro-Tem
Kris Whitfield

Councilmembers
Craig Morgan
George White
Joe Clifford
Carlos T. Salinas
John Moman

City Manager
Steve Norwood

City Attorney
Stephan L. Sheets

EXHIBIT
"A"

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

City of Round Rock Utilities & Environmental Services Department

Capital Improvements Plan Progress

Semi-Annual Report May 2013

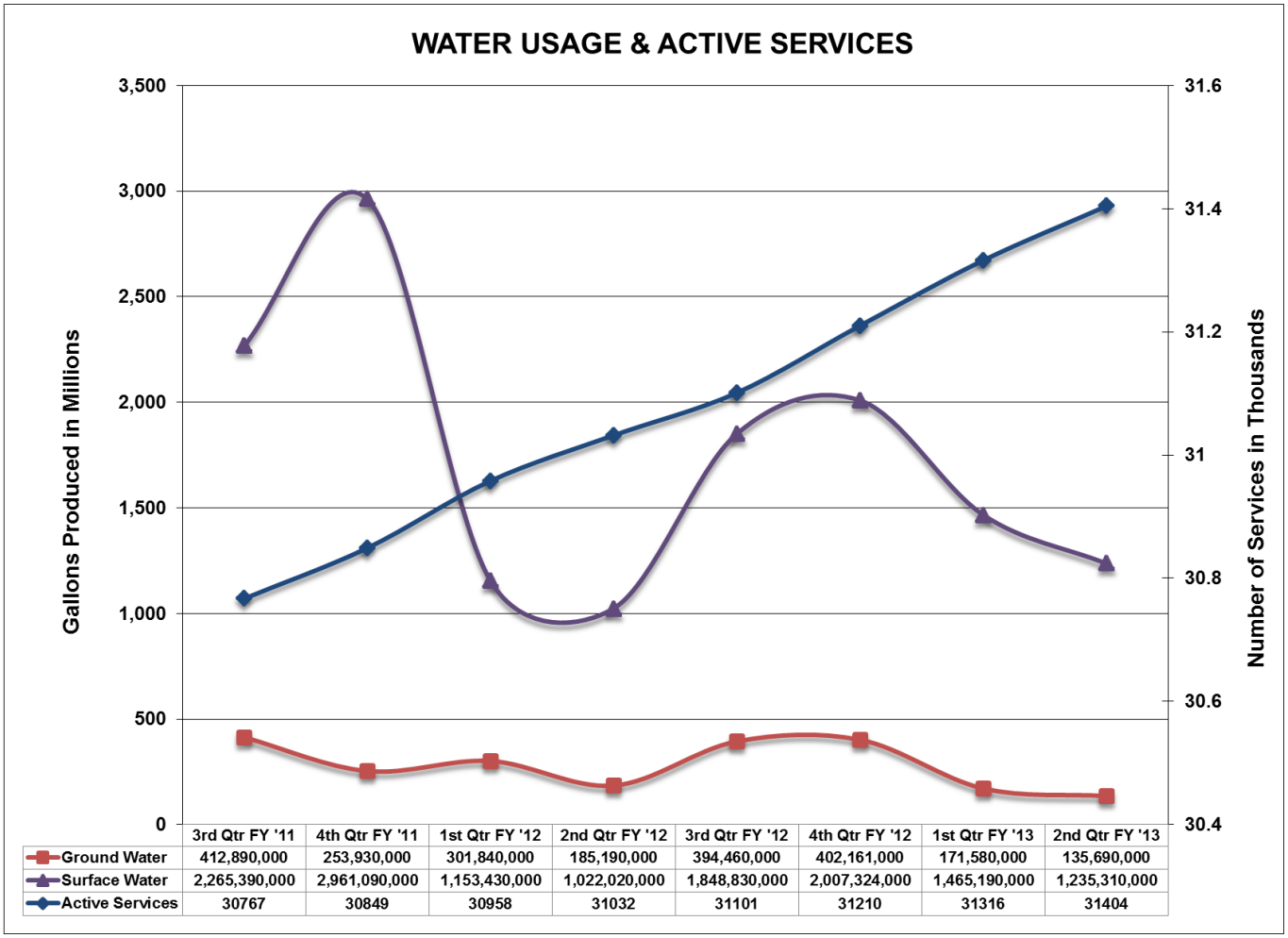
SUMMARY

The Local Government Code Section 395.058 requires the Capital Improvement Advisory Committee (CIAC) to report to the political subdivision the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee. Included herein is the semi-annual report for the reporting period of October 1, 2012 to March 31, 2013. This report includes an updated assessment of the actual growth rate in comparison to the projections and assumptions made in the report; projects completed or initiated during the period; and impact fees collected during the period. These comparisons are used as indicators of the need to update the land use assumptions, capital improvements plan or impact fees.

The local government code also requires the Capital Improvement Advisory Committee to advise the City Council of the need to update the land use assumptions, capital improvements plan and impact fees. These items were last updated April 2012.

Figure 1 represents Ground and Surface water use, along with the number of active water services over the past two years. Total water usage generally continues to climb from year to year; however, the water usage is dependent on weather patterns. New water services also continue to increase, but at a slower pace compared to the early 2000's.

Figure 1



	3rd Qtr FY '11	4th Qtr FY '11	1st Qtr FY '12	2nd Qtr FY '12	3rd Qtr FY '12	4th Qtr FY '12	1st Qtr FY '13	2nd Qtr FY '13
Ground Water	412,890,000	253,930,000	301,840,000	185,190,000	394,460,000	402,161,000	171,580,000	135,690,000
Surface Water	2,265,390,000	2,961,090,000	1,153,430,000	1,022,020,000	1,848,830,000	2,007,324,000	1,465,190,000	1,235,310,000
Active Services	30767	30849	30958	31032	31101	31210	31316	31404

Figure 2 reflects the monthly water production for the previous four years. Average daily demand increases during the summer months, but total water production is dependent on weather conditions, which effects discretionary water usage.

Figure 2

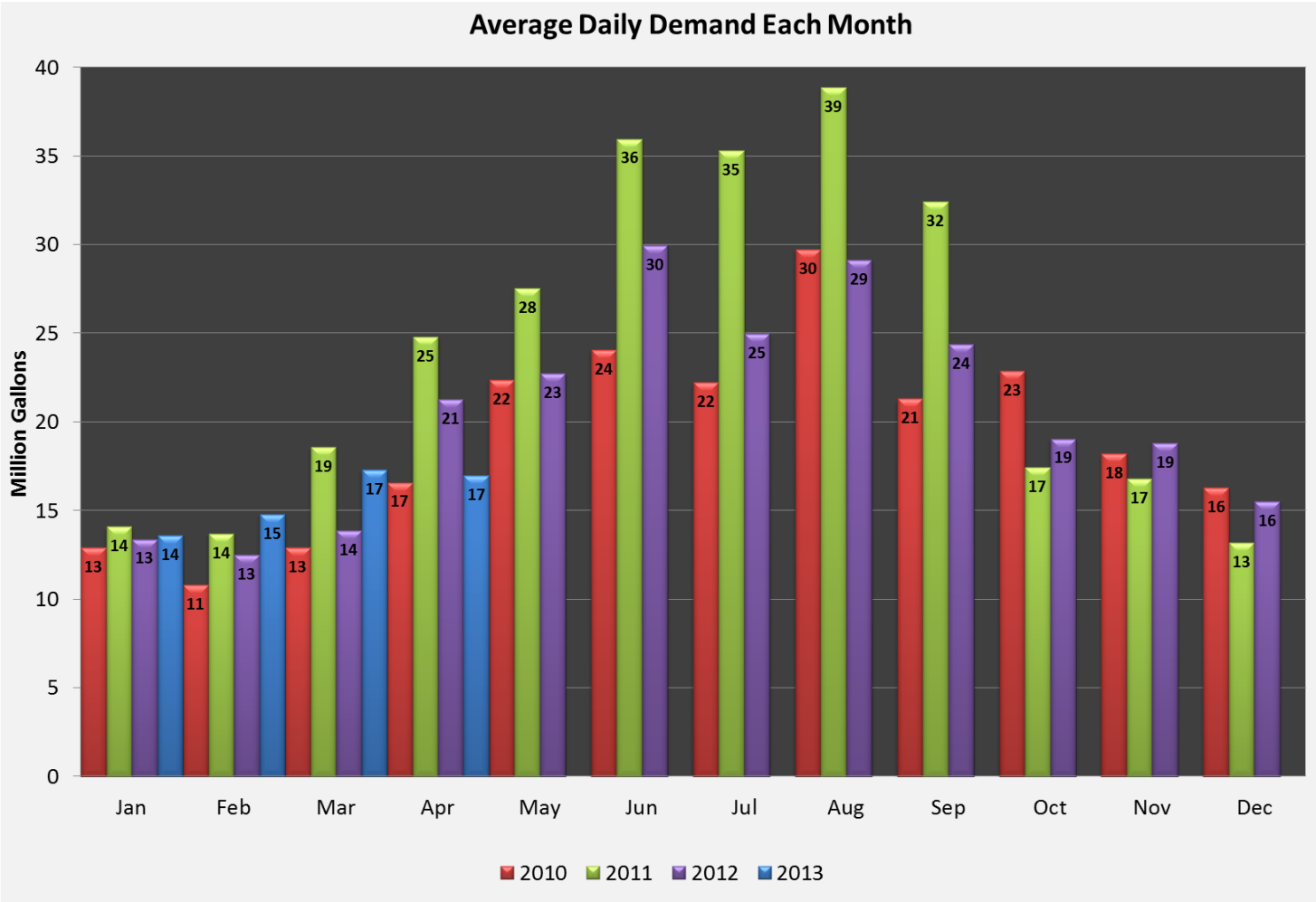


Figure 3 shows the number of Single-Family Building Permits issued annually. The number of new housing starts in the City of Round Rock has ranged from 222 to 327 over the past five years. The surrounding Municipal Utility Districts (MUDs) that are located in Round Rock's extra-territorial jurisdiction (ETJ) continue to experience a steady number of single-family housing starts over the past five years as well.

Figure 3

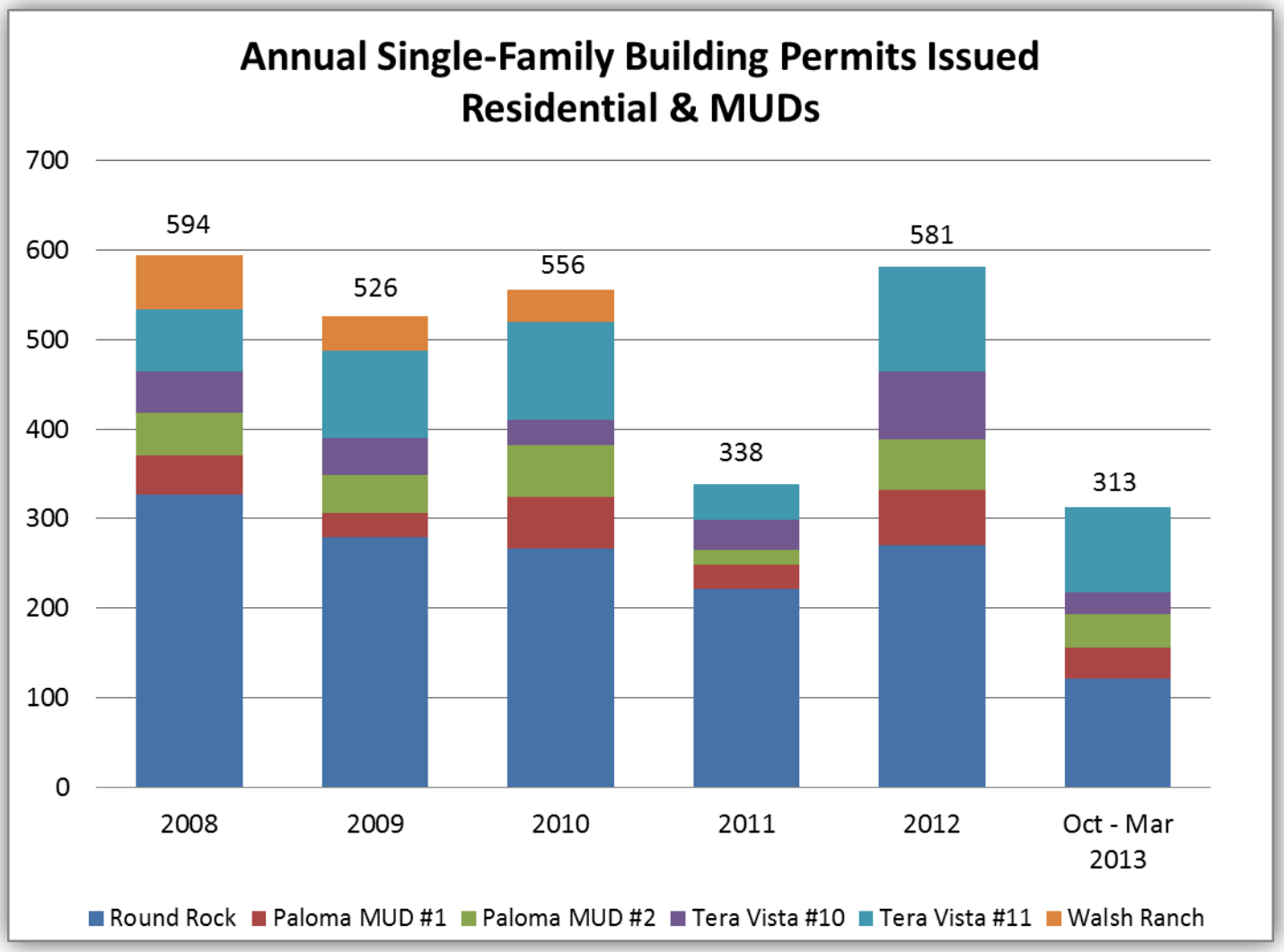


Table 1 represents the number of Multi-Family Building Permits issued annually. During FY-07, a large number of new apartment complexes were constructed within the City. This is reflected in the amount of impact fees collected during that year. The following years did not see this amount of multi-family construction; however, the population continues to grow despite the fewer permits issued.

Table 1

Fiscal Year	Multi-Family Units Permitted
FY 2005	538
FY 2006	56
FY 2007	2147
FY 2008	224
FY 2009	274
FY 2010	130
FY 2011	0
FY 2012	280
FY 2013 (Oct – Mar)	884

Table 2 reflects the number of New Commercial Building Permits issued annually. Over the past several years this amount has been steady, ranging from 20 to 30 permits annually. However, over the first six months of FY-2013, the City has seen a significant increase in New Commercial Building Permits, specifically for restaurants, hospitals, medical clinics, banks, convenient stores, and office buildings.

Table 2

Fiscal Year	Commercial Building Permits
FY 2009	30
FY 2010	29
FY 2011	27
FY 2012	20
FY 2013 (Oct – Mar)	28

Table 3 and Figure 4 summarize the impact fees collected from FY 2010 thru the first six months of FY 2013 for Residential and Commercial Building Permits.

Table 3

Impact Fees Collected FY 2010-2013				
Impact Fees	**FY-10**	**FY-11**	**FY-12**	**FY-13 (Oct - Mar)**
Residential Water	$ 2,331,934	$ 2,151,497	$ 2,685,030	$ 1,170,483
Commercial Water	$ 594,826	$ 770,747	$ 364,718	$ 1,194,574
Residential Sewer	$ 730,517	$ 724,861	$ 1,083,701	$ 460,121
Commercial Sewer	$ 236,138	$ 288,502	$ 137,223	$ 440,111
Total Collected	**$ 3,893,416**	**$ 3,935,608**	**$ 4,270,672**	**$ 3,265,289**

Figure 4

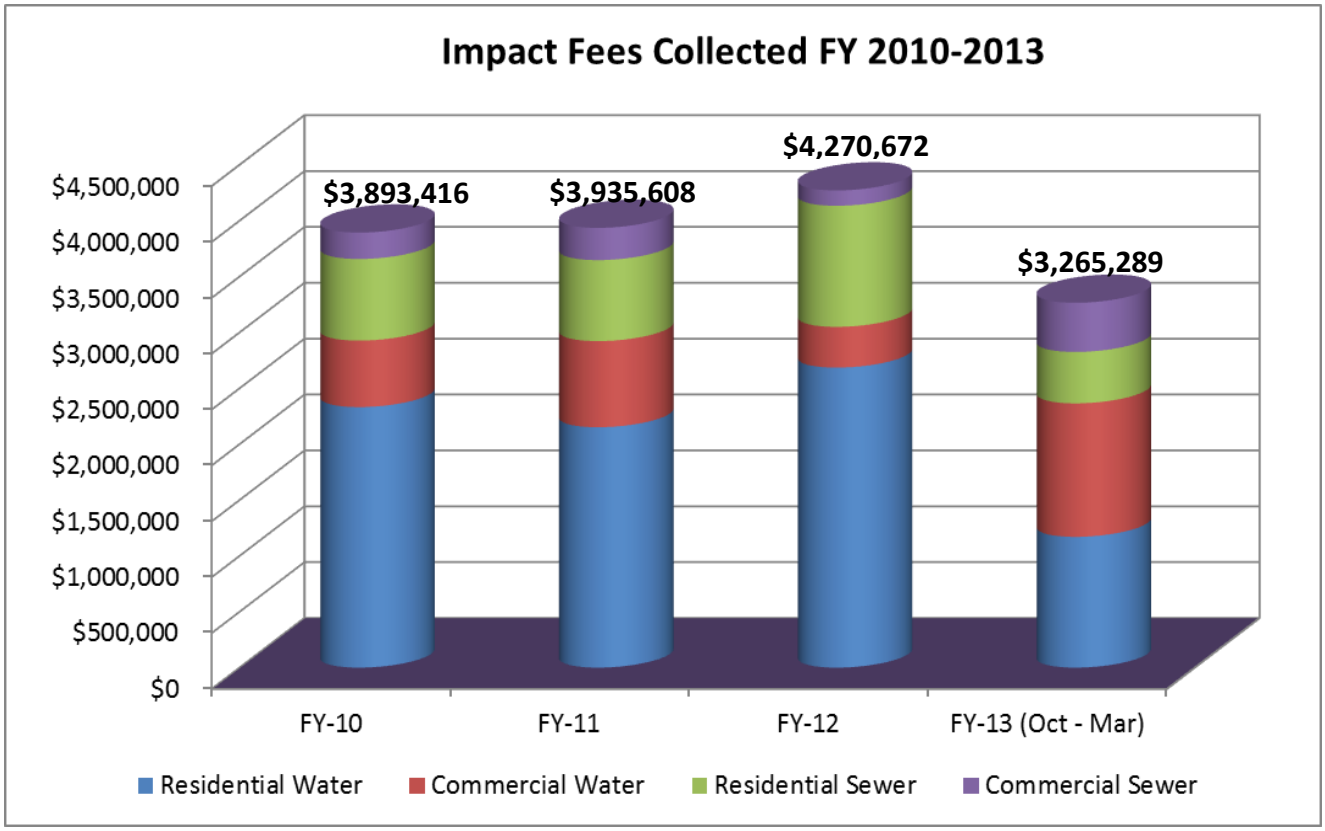


Table 4 provides population projections for Round Rock and Round Rock's ETJ over the coming years. These projections show that the area will continue to grow at a fairly stable pace which indicates that capital improvements to the City's water and wastewater utility systems will be a necessity to keep up with the growth.

Table 4

Year	Inside City		City's ETJ	
	Projections	Growth Rate	Projections	Growth Rate
2010 (Census)	99,887	-	141,807	-
2011	100,659	0.8%	143,960	1.5%
2012	101,702	1.0%	146,380	1.7%
2013	104,805	3.1%	151,133	3.2%
2014	107,635	2.7%	155,613	3.0%
2015	110,757	2.9%	160,385	3.1%
2016	113,968	2.9%	165,024	2.9%
2017	117,160	2.8%	169,213	2.5%
2018	120,440	2.8%	173,490	2.5%
2019	123,812	2.8%	177,859	2.5%
2020	127,279	2.8%	182,323	2.5%
2021	130,461	2.5%	186,062	2.1%
2022	133,723	2.5%	189,881	2.1%
2023	137,066	2.5%	193,508	1.9%
2024	140,492	2.5%	197,218	1.9%
2025	143,302	2.0%	200,312	1.6%
2026	146,168	2.0%	203,462	1.6%
2027	149,092	2.0%	206,670	1.6%
2028	152,073	2.0%	209,651	1.4%
2029	155,115	2.0%	212,693	1.5%
2030	158,217	2.0%	215,795	1.5%

Notes: 2010 is the base year for these projections

Table 5 provides a summary of the Water System Capital Improvement Projects that have been completed or are in progress since the last impact fee analysis was completed in April 2012. In addition, projects that are anticipated over the next 10 years are also shown below.

Table 5

Completed Water Projects	Completion	Cost
Water Distribution System Model	2012	$ 200,000
2012 Water Distribution System Master Plan & Impact Fee	2012	$ 132,000
BCRUA Phase 1A - Construction Management & Inspection Services	2012	$ 1,507,000
BCRUA Raw Water Line & Intake Barge, Contract 1	2012	$ 8,590,000
BCRUA Raw Water Line & Intake Barge, Contract 2	2012	$ 1,691,000
BCRUA Raw Water Line & Intake Barge, Contract 3	2012	$ 1,134,000
BCRUA Treated Water Line - Phase 1, Segment 1	2012	$ 3,608,000
BCRUA Treated Water Line - Phase 1, Segment 2A	2012	$ 364,000
BCRUA Treated Water Line - Phase 1, Segment 2B	2012	$ 5,168,000
BCRUA Treated Water Line - Phase 1, Segment 2C	2012	$ 3,350,000
BCRUA Water Treatment Plant - Phase 1A	2012	$ 19,048,000
Clearwell at RR-WTP	2012	$ 2,851,000
		$ 47,643,000

Water Projects In Progress	Completion	Cost
BCRUA Treated Water Line - Phase 1, Segment 3	2014	$ 8,749,000

Upcoming Water Projects	Estimated Completion	Estimated Cost
Ground Water Treatment Plant at Lake Creek	2014	$ 6,707,000
Meadow Lake Lines	2014	$ 969,000
Round Rock Glen Water Lines	2014	$ 1,169,000
South Creek Water Line	2014	$ 617,000
Southeast Red Bud Lane Water Lines	2014	$ 559,000
University Blvd Water Line Phase 1	2014	$ 1,877,000
Arterial H Water Line	2015	$ 1,503,000
BCRUA Water Treatment Plant - Phase 1B	2015	$ 31,000
CR 112 Phase 2 - 24" Water Line (890 PP)	2015	$ 888,000
Saddle Brook Water Lines	2015	$ 598,000
Water Distribution System Master Plan & Impact Fee	2015	$ 141,000
Avery Center East	2016	$ 2,915,000
Double Creek Water Line	2016	$ 1,841,000
2.0 MGD Elevated Storage Tank (PP 890)	2017	$ 5,029,000
Arterial A Water Line	2017	$ 5,012,000
BCRUA Water Treatment Plant - Phase 1C	2017	$ 4,152,000
Brenda Lane Water Lines	2017	$ 1,141,000
East Loop II	2017	$ 6,619,000
Palm Valley Water Line	2017	$ 1,484,000
Barton Hill EST Parallel Water Line	2018	$ 1,624,000
BCRUA Deep Water Intake	2018	$ 23,821,000
BCRUA Raw Water Line - Phase 2A, Segment 5	2018	$ 16,866,000
Water Distribution System Master Plan & Impact Fee	2018	$ 150,000
BCRUA Water Treatment Plant - Phase 1D	2019	$ 1,047,000
East Loop III	2020	$ 7,203,000
Parcel 150	2020	$ 3,144,000
Parcel 185	2020	$ 817,000
Red Bud Lane Water Line	2020	$ 2,312,000
RR1431 Water Line	2020	$ 1,827,000
Water Distribution System Master Plan & Impact Fee	2021	$ 154,000
		$102,217,000

Table 6 provides a summary of the Wastewater System Capital Improvement Projects that are in progress since the last impact fee analysis was completed in April 2012. In addition, projects that are anticipated over the next 10 years are also shown below.

Table 6

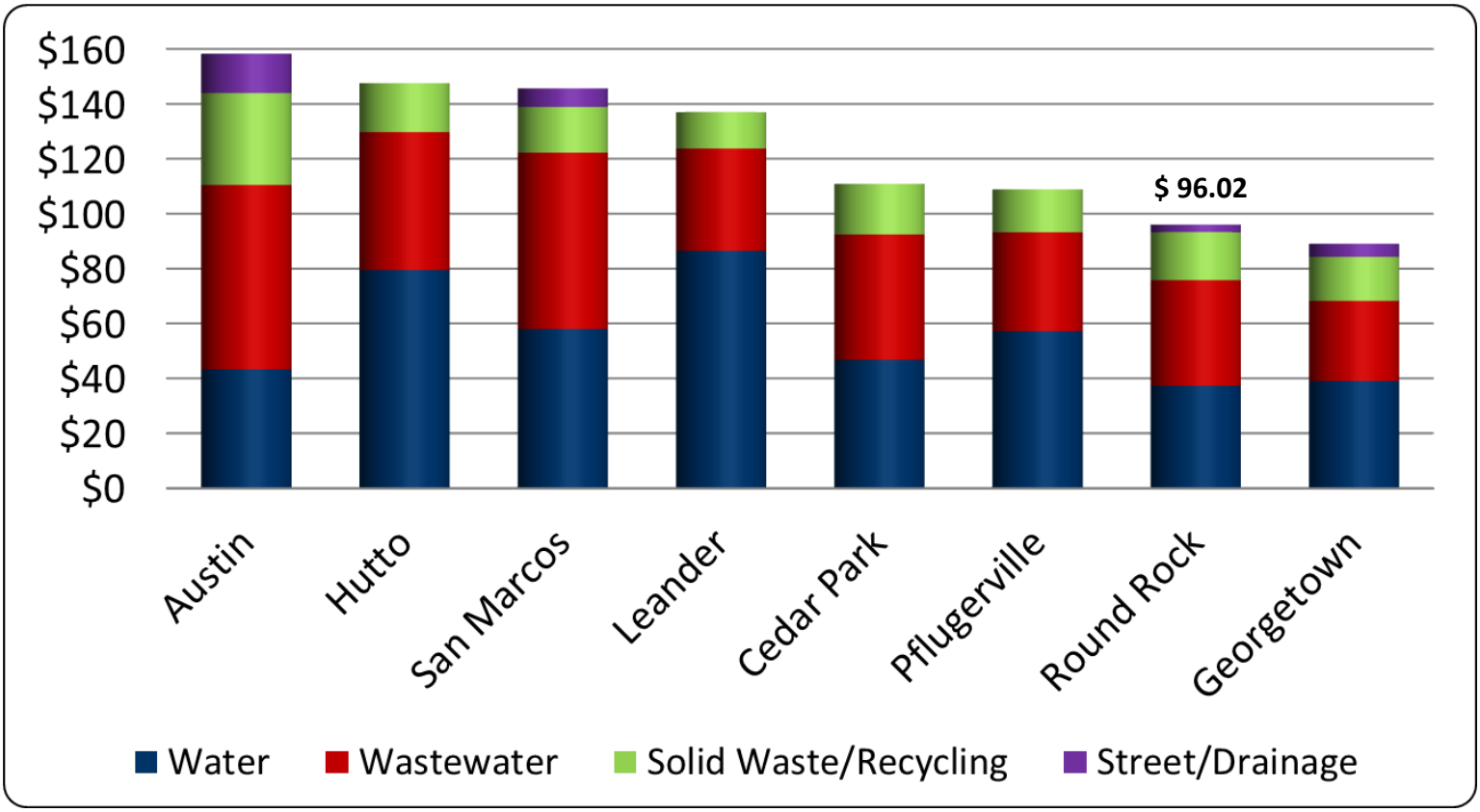
Wastewater Projects in Progress	Completion	Cost
Chandler Creek 1 (Lower)	2013	$ 424,000
Lake Creek 2	2013	$ 1,916,000
Lake Creek 3	2013	$ 563,000
		$ 2,903,000

Upcoming Wastewater Projects	Estimated Completion	Estimated Cost
Chandler Creek 1 (Upper)	2014	$ 573,000
Chandler Creek 2	2014	$ 428,000
Dry Creek	2014	$ 856,000
McNutt Creek 10	2014	$ 937,000
McNutt Creek C3	2014	$ 940,000
McNutt Creek C4	2014	$ 154,000
McNutt Creek C6	2014	$ 202,000
McNutt Creek C9	2014	$ 1,471,000
Onion Creek 1	2014	$ 134,000
Brushy Creek 2	2015	$ 349,000
Chandler Creek 3	2015	$ 655,000
McNutt Creek C12	2015	$ 714,000
Lake Creek 1	2016	$ 1,287,000
Onion Creek 2	2016	$ 99,000
SE Annex LS	2016	$ 616,000
Forest Creek 2	2017	$ 1,948,000
Forest Creek Lift Station	2017	$ 223,000
Hilton Head LS	2017	$ 17,000

Upcoming Wastewater Projects Continued…	Estimated Completion	Estimated Cost
Lake Creek 4	2017	$ 1,712,000
Mayfield Park 2	2017	$ 1,549,000
McNutt Creek 15	2017	$ 488,000
McNutt Creek C13	2017	$ 561,000
McNutt Creek C2	2017	$ 1,762,000
McNutt Creek C8b	2017	$ 649,000
McNutt Creek D2	2017	$ 3,339,000
McNutt Creek D4	2017	$ 1,108,000
WWTP Expansion 1	2017	$ 39,179,000
Spanish Oak 1	2018	$ 1,179,000
Mayfield Park 1	2020	$ 311,000
McNutt Creek D5	2020	$ 748,000
		$ 64,188,000

Figure 5 provides a comparison of the Single-Family Residential Utility Rates for Round Rock customers versus surrounding Central Texas City customers. As depicted, Round Rock utility rates remain some of the lowest in the region.

Figure 5



** assumes 10,000 gallons water & 8,000 gallons wastewater used*

Table 7 compares Round Rock's Water and Wastewater Impact Fees to other Central Texas cities. As shown, Round Rock has the highest total impact fees charged for new connections to the water and wastewater systems. Round Rock's philosophy is for new customers and developments to pay for the capital improvements that are required due to the growth.

Area Impact Fee Comparison				
City/Utility	Last Updated	Water	Wastewater	Total
Austin	2007 updating 2013	$ 2,200	$ 1,200	$ 3,400
Brushy Creek MUD	2012	$ 2,095	$ 1,804	$ 3,899
Cedar Park	2007 updating 2013	$ 2,250	$ 2,000	$ 4,250
Leander	2012	$ 3,880	$ 1,615	$ 5,495
San Marcos	2002	$ 2,466	$ 2,185	$ 4,651
Pflugerville	2007 updating 2013	$ 2,403	$ 2,414	$ 4,817
Manville WSC	2008	$ 2,800	n/a	n/a
Georgetown*	2010	$ 3,511	$ 1,694	$ 5,205
Jonah Water SUD	2002	$ 3,500	n/a	n/a
Hutto	2013	$ 3,625	$ 2,128	$ 5,753
Round Rock	2012	$ 3,889	$ 2,073	$ 5,962

Table 7

** Georgetown has a South San Gabriel Basin wastewater impact fee of $2,927*

CONCLUSION AND RECOMMENDATIONS

The CIAC and City Council approved the new Impact Fees which went into effect August 1, 2012. As assumed in the Water and Wastewater Impact Fee Report, there have been no significant changes in the assumed growth pattern in Round Rock since that time. The City recommends the impact fees be reviewed every three years so that the fees are set according to the growth patterns and needs of the water and wastewater utility system improvements. The next Capital Improvements Plan Progress Report will be presented to the CIAC and to the City Council in approximately six months.

City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to condemn certain property interests owned by SAR Western Center Plaza, LP necessary for the construction of improvements to Chisholm Trail Road, and take other appropriate action.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Steve Sheets, City Attorney

Cost: $0.00

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

Attachments: Resolution, Exhibit A

Text of Legislative File 13-402

The City Attorney has been unable to negotiate an acceptable purchase of the 0.051 acre right of way area necessary for the Chisholm Trail (Phase III) expansion Project through the procedures required in the Texas Property Code, and in order to maintain project scheduling the City needs to proceed with authorizing the use of eminent domain if necessary to complete the acquisition.

NOTE TO COUNCIL:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire easement and/or fee simple interests in the following parcel of land for the public use for widening Chisholm Trail: approximately 0.051 acres of land in Williamson County, Texas from SAR Western Center Plaza, LP; as described in Exhibit "A" of the resolution."

Staff Recommends Approval.

RESOLUTION NO. R-13-06-13-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF CERTAIN PROPERTY AND AUTHORIZING THE CITY'S ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SAID PROPERTY INTERESTS

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock ("City") and the public-at-large to construct and maintain roadway improvements to Chisholm Trail Road in the City, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 0.051 acre of property, described by metes and bounds in Exhibit "A" attached hereto and incorporated herein, owned by **SAR WESTERN CENTER PLAZA, LP**, for the public use of construction, reconstruction, maintaining, and operating of the Project, excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project;

WHEREAS, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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

I.

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens and is in the public interest to construct and maintain roadway improvements in the City and to acquire property interests to assist with such purposes in and to the above described

lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Manager or his designated agent, is hereby authorized on behalf of the City to attempt to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and to make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT "A"

Right-Of-Way Parcel

METES AND BOUNDS DESCRIPTION
OF A
0.051 ACRE TRACT OF LAND OUT OF THE
SAR WESTERN CENTER PLAZA, LP TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING a 0.051 acre (2,223 square feet) tract of land situated in the David Curry Survey, Abstract No. 130, City of Round Rock, Williamson County, Texas; said 0.051 acre tract being a portion of that certain tract of land described in a Special Warranty Deed With Vendor's Lien to SAR Western Center Plaza, LP, filed on January 8, 2008, and recorded in Document No. 2008002151, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.); said 0.051 acre tract also being a portion of Lot 3-B, Block B, Plat Amendment of Lots 3-A1 & 3-A2, Block B, Encino Plaza, filed on December 15, 2000, and recorded in Cabinet T, Slides 272-273, Plat Records of Williamson County, Texas (P.R.W.C.T.); said 0.051 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Lot 3-B and the herein described tract, same marking the southwest corner of Lot 3-A3, Block B, Replat of Lot 3-A, Block B, Encino Plaza, filed on October 28, 1998, and recorded in Cabinet Q, Slides 184-185, P.R.W.C.T., said point also being on the existing east right-of-way (R.O.W.) line of Chisholm Trail (having a variable width);

THENCE, **North 89° 23' 28" East,** departing the east R.O.W. line of said Chisholm Trail, and with the common north line of said Lot 3-B and the south line of said Lot 3-A3, a distance of **4.10 feet** to a 1/2 inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for the northeast corner of the herein described tract;

THENCE, **South 00° 48' 04" West,** departing said common line, and traveling across the interior of said Lot 3-B, a distance of **435.30 feet** to a 1/2 inch iron rod with "Wallace cap" set for the southeast corner of the herein described tract, said point being on the common south line of said Lot 3-B and the north line of Lot 2-A, Block B, Replat of Lots 1, 2 & 3, Block B, Encino Plaza, filed on August 4, 1997, and recorded in Cabinet O, Slides 336-337, P.R.W.C.T.;

THENCE, **South 89° 23' 28" West,** with the common south line of said Lot 3-B and the north line of said Lot 2-A, a distance of **0.82 feet** to a 1/2 inch iron rod found for the southwest corner of said Lot 3-B and the herein described tract, same marking the northwest corner of said Lot 2-A, said point also being on the existing east R.O.W. line of said Chisholm Trail;

THENCE, with the common east R.O.W. line of said Chisholm Trail and the west line of said Lot 3-B, the following two (2) courses and distances:

1) **North 00° 37' 48" West,** a distance of **304.21 feet** to a 1/2 inch iron rod found marking an angle point along the west line of said Lot 3-B and the herein described tract;

Exhibit "A" continued
Description of a 0.051 acre tract

2) **North 02° 41' 06" East,** a distance of **131.17 feet** to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.051 acre (2,223 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas in March of 2013.

Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

An exhibit drawing of even survey date herewith accompanies this metes and bounds description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4540 attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.

Daniel M. Flaherty, R.P.L.S. #5004
The Wallace Group, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 218-0065
Work Order No. 22587

STATE OF TEXAS
REGISTERED
DANIEL M. FLAHERTY
5004
PROFESSIONAL
LAND SURVEYOR

See attached Plat No. A-4540
22587-FN04.doc

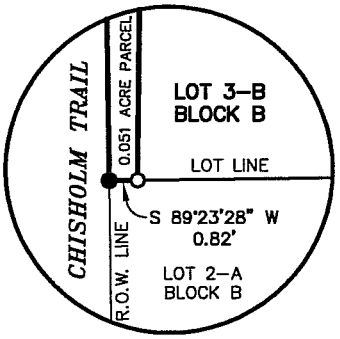
03-22-2013
Date

EXHIBIT "A"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A PROPOSED 0.051 ACRE RIGHT-OF-WAY PARCEL LOCATED IN THE DAVID CURRY SURVEY, ABSTRACT 130 AND BEING A PORTION LOT 3-B, BLOCK B, PLAT AMENDMENT OF LOTS 3-A1 AND LOTS 3-A2, BLOCK B, ENCINO PLAZA, RECORDED IN CABINET T, SLIDES 272 AND 273 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
2. SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
3. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
4. THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
5. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.



DETAIL "A"

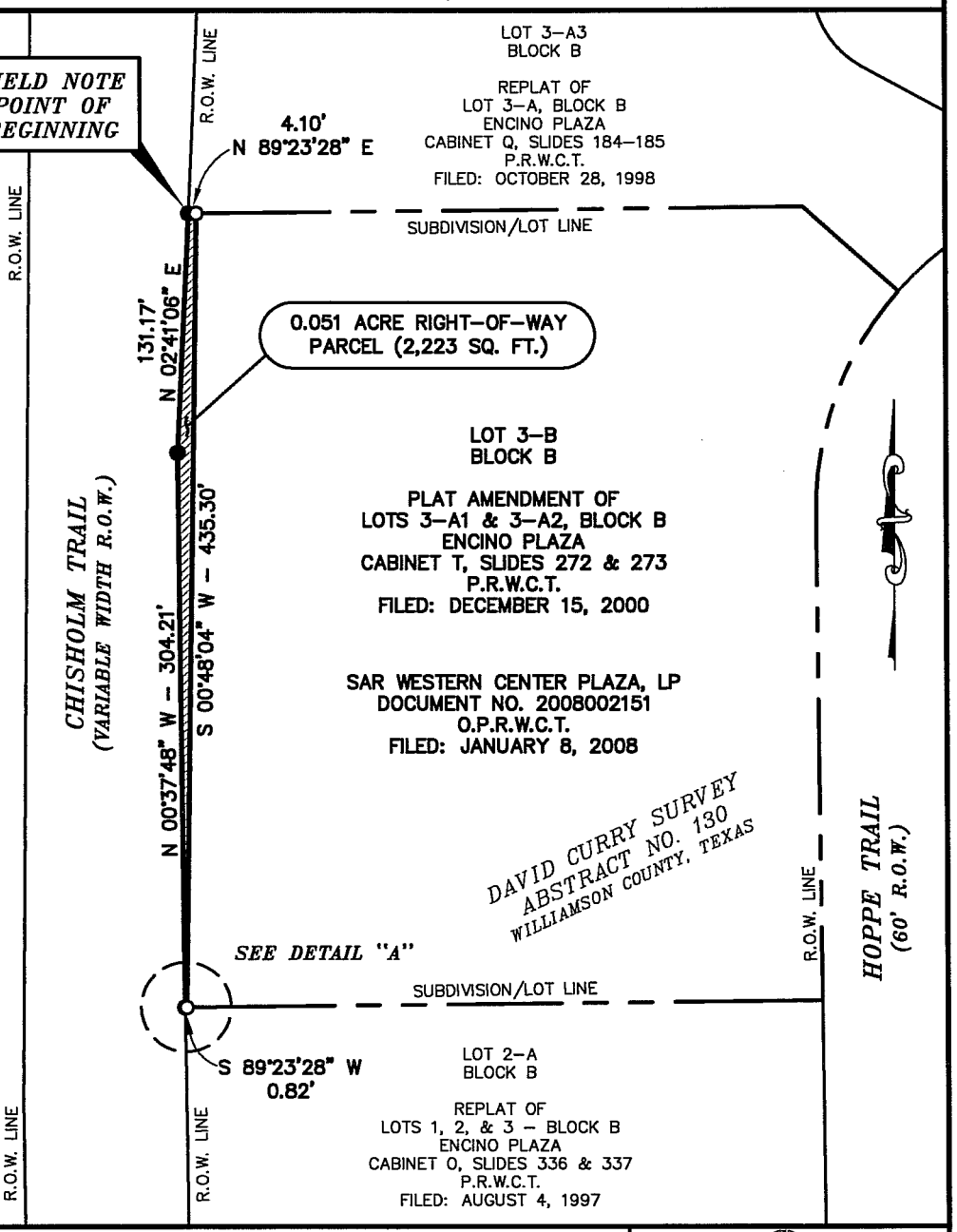
LEGEND

O = SET 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP"

● = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED

P.R.W.C.T. = PLAT RECORDS – WILLIAMSON COUNTY, TEXAS

O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS – WILLIAMSON COUNTY, TEXAS



The Wallace Group, Inc.

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065

Engineers ■ Architects ■ Planners ■ Surveyors

Waco * Killeen * Dallas * Round Rock

TBPE F-54

STATE OF TEXAS REGISTERED DANIEL M. FLAHERTY 5004 PROFESSIONAL LAND SURVEYOR

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 22ND DAY OF MARCH, 2013.

SURVEYED: 10-17-12

DANIEL M. FLAHERTY, RPLS NO. 5004

3 OF 3

SCALE 0 100 200

PLAT NO. A-4540 DRAFT DATE 03-22-2013 DRAWN BY TAB

WORK ORDER NO. 22587 FIELDBOOK/PG. 144/52 TAB # A-4540

DIGITAL FILE 22587R-ROW TRACTS F/N # 22587-FN04

© 2013 ALL RIGHTS RESERVED

G:\PROJECTS\22587R-3D\DWG\SURVEY\22587R-ROW TRACTS.dwg 3/22/2013 - 9:06am

City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement with John Bolt Harris, Susan Hickox Harris and the Hickox Family Living Trust for the Brushy Creek Regional Trail Gap Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Rick Atkins, Parks & Recreation Director

Cost: $111,345.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A

Text of Legislative File 13-413

This item is to consider executing a Possession and Use Agreement with John Bolt Harris, Susan Hickox Harris, and the Hickox Family Living Trust. This property is needed for construction of the Brushy Creek Regional Trail Gap.

Cost:$111,345.00
Source of funds: Combination of General Self-Financed Construction, Grant funds, and Williamson County participation
Staff recommends approval

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City desires to acquire an easement interest in the tract(s) of land described in Exhibit "A" to the Possession and Use Agreement for the Brushy Creek Regional Trail Gap Project, and

WHEREAS, John Bolt Harris, Susan Hickox Harris, and the Hickox Family Living Trust, the owners of the property ("Owners"), have agreed to allow possession of said property to the City, 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 Possession and Use Agreement with Owners, for the use of the above described property, 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT "A"

Brushy Creek Gaps Trail—Harris

POSSESSION AND USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS John Bolt Harris, Susan Hickox Harris, and the Hickox Family Living Trust, whose address is 2704 Cherry Lane, Austin, Texas 78703 hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, THE CITY OF ROUND ROCK, TEXAS, " GRANTEE", plans to acquire an easement interest in the tract(s) of land described in Exhibit "A", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Brushy Creek Gaps Trail ("Project").

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of ONE HUNDRED ELEVEN THOUSAND, THREE HUNDRED FORTY-FIVE AND NO/100 ($111,345.00), GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property. This conveyance is made by GRANTOR and accepted by GRANTEE subject to the following:

a. visible and apparent easements not appearing of record;

b. any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and

c. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the Property and are presently of record in the Official Public Records of the county in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibit "A", and any other real property situated on Exhibit "A" or on the remainder property adjacent to Exhibit "A" to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, contractors and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.

2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.

3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this Agreement by all of the parties.

4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, GRANTOR's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantor shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantor is or is not the owner of said property, now or in the future.

5. The easements, rights and privileges granted herein are exclusive, and GRANTOR covenants that they will not convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of GRANTEE, which consent shall not be unreasonably withheld. GRANTEE shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, GRANTEE may require reasonable safeguards to protect the integrity of the facilities thereon. As required by this paragraph, express written consent of GRANTEE shall be obtained by GRANTOR in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 2008 Enterprise Drive, Round Rock, Texas 78664. Following receipt of such notice, the City of Round Rock shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

6. GRANTOR and GRANTEE agree to schedule the Special Commissioners' hearing within sixty days (60) of the execution of this agreement unless extended by written agreement of both parties.

7. GRANTEE has attached a Trail Easement to its Plaintiff's First Amended Petition describing the easement interest and rights GRANTEE is seeking in its condemnation proceeding. The terms of the Trail Easement shall be made a part of this agreement.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

Executed this the ____ day of _____, 2013.

(Signatures on the following page.)

GRANTOR:

Address: 2704 Cherry Lane
Austin, Texas 78703

John Bolt Harris
John Bolt Harris

Susan Hickox Harris
Susan Hickox Harris

The Hickox Family Living Trust

By: _____
George Keyes Hickox, Sr., Trustee

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 23rd day of May, 2013 by John Bolt Harris, in the capacity and for the purposes and consideration recited herein.

EMILY K. STROBEL
Notary Public, State of Texas
My Commission Expires
February 25, 2014

Emily K. Strobel
Notary Public, State of Texas
Printed Name: Emily K. Strobel
My Commission Expires:
2/25/2014

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 23rd day of May, 2013 by Susan Hickox Harris, in the capacity and for the purposes and consideration recited herein.

EMILY K. STROBEL
Notary Public, State of Texas
My Commission Expires
February 25, 2014

Emily K Strobel
Notary Public, State of Texas
Printed Name: Emily K. Strobel
My Commission Expires:
2/25/2014

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 2013 by George Keyes Hickox, Sr, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of _____
Printed Name:_____
My Commission Expires:

GRANTOR:

Address: 2704 Cherry Lane
Austin, Texas 78703

_____
John Bolt Harris

_____
Susan Hickox Harris

The Hickox Family Living Trust

By: George K. Hickox Sr.
George Keyes Hickox, Sr., Trustee

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By:_____
Alan McGraw, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 2013 by John Bolt Harris, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of _____
Printed Name:_____
My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 2013 by Susan Hickox Harris, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of _____
Printed Name: _____
My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this the 23 day of May, 2013 by George Keyes Hickox, Sr, in the capacity and for the purposes and consideration recited herein.

VAN LIM
Notary Public
STATE OF TEXAS
My Comm. Exp. 8-5-16

_____
Notary Public, State of TX
Printed Name: Van Lim
My Commission Expires: 8/05/16

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2013, by Alan McGraw, Mayor of the City of Round Rock, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

EXHIBIT "A"

**JOHN BOLT HARRIS, SUSAN HICKOX HARRIS
AND THE HICKOX FAMILY LIVING TRUST PARCEL**

DESCRIPTION OF A CENTERLINE FOR A 50 FOOT WIDE STRIP OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 107.17 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, SUSAN HICKOX HARRIS AND THE HICKOX FAMILY LIVING TRUST BY INSTRUMENTS RECORDED IN VOLUME 2325, PAGE 245 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND IN DOCUMENT NO. 2006053683 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 50 FOOT WIDE STRIP OF LAND BEING PARALLEL TO AND 25 FEET EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod found for the northeast corner of that tract of land conveyed to Charles Dumas and wife, Frances Dumas by instrument recorded in Document No. 1999072826 of the Official Public Records of Williamson County, Texas, and described in Volume 324, Page 20 of the Deed Records of Williamson County, Texas, same being the northwest corner of said remainder tract, being in the south Right-of-Way line of the Union Pacific Railroad Company (formerly Missouri Pacific Railroad and originally the International and Great Northern Railroad) (100 foot Right-of-Way Width);

THENCE with the common boundary line of said Dumas tract and the said remainder tract, S 02°04'00" E, for a distance of 1129.84 feet to the calculated **POINT OF BEGINNING** of the herein described centerline;

THENCE, departing said common line, through the interior of said remainder tract the following twenty-three (23) courses and distances:

1. Along a curve to the right, having a radius of **100.00** feet, a central angle of **21°42'18"**, an arc length of **37.88** feet, and a chord which bears **N 84°45'30" E** for a distance of **37.66** feet to a calculated point of tangency;

2. **S 84°23'21" E** for a distance of **51.44** feet to a calculated point of curvature;

3. Along a curve to the left, having a radius of **100.00** feet, a central angle of **25°33'01"**, an arc length of **44.59** feet, and a chord which bears **N 82°50'08" E** for a distance of **44.23** feet to a calculated point of reverse curvature;

4. Along a curve to the right, having a radius of **100.00** feet, a central angle of **27°17'02"**, an arc length of **47.62** feet, and a chord which bears **N 83°42'09" E** for a distance of **47.17** feet to a calculated point of compound curvature;

5. Along a curve to the right, having a radius of **380.00** feet, a central angle of **29°36'27"**, an arc length of **196.36** feet, and a chord which bears **S 67°51'07" E** for a distance of **194.19** feet to a calculated point of reverse curvature;

6. Along a curve to the left, having a radius of **150.00** feet, a central angle of **37°56'54"**, an arc length of **99.35** feet, and a chord which bears **S 72°01'21" E** for a distance of **97.54** feet to a calculated point of reverse curvature;

7. Along a curve to the right, having a radius of **100.00** feet, a central angle of **29°55'25"**, an arc length of **52.23** feet, and a chord which bears **S 76°02'06" E** for a distance of **51.64** feet to a calculated point of non-tangency;

8. **S 64°19'07" E** for a distance of **50.95** feet to a calculated angle point;

9. **S 71°22'44" E** for a distance of **220.03** feet to a calculated angle point;

10. **S 77°40'56" E** for a distance of **136.31** feet to a calculated point of curvature;

11. Along a curve to the right, having a radius of **100.00** feet, a central angle of **29°39'10"**, an arc length of **51.75** feet, and a chord which bears **S 62°47'53" E** for a distance of **51.18** feet to a calculated point of reverse curvature;

12. Along a curve to the left, having a radius of **100.00** feet, a central angle of **59°33'28"**, an arc length of **103.95** feet, and a chord which bears **S 77°45'02" E** for a distance of **99.33** feet to a calculated point of reverse curvature;

13. Along a curve to the right, having a radius of **100.00** feet, a central angle of **30°30'44"**, an arc length of **53.25** feet, and a chord which bears **N 87°43'36" E** for a distance of **52.63** feet to a calculated point of non-tangency;

14. **S 77°00'38" E** for a distance of **323.55** feet to a calculated point of curvature;

15. Along a curve to the right, having a radius of **167.73** feet, a central angle of **11°34'53"**, an arc length of **33.90** feet, and a chord which bears **S 71°13'11" E** for a distance of **33.85** feet to a calculated point of tangency;

16. **S 65°25'45" E** for a distance of **84.40** feet to a calculated angle point;

17. **S 70°33'45" E** for a distance of **177.30** feet to a calculated angle point;

18. **S 77°54'11" E** for a distance of **72.65** feet to a calculated point of curvature;

19. Along a curve to the left, having a radius of **300.00** feet, a central angle of **14°41'28"**, an arc length of **76.92** feet, and a chord which bears **S 89°24'54" E** for a distance of **76.71** feet to a calculated point of reverse curvature;

20. Along a curve to the right, having a radius of **200.00** feet, a central angle of **51°49'18"**, an arc length of **180.89** feet, and a chord which bears **S 70°50'58" E** for a distance of **174.79** feet to a calculated point of tangency;

21. **S 44°56'19" E** for a distance of **74.46** feet to a calculated point of curvature;

22. Along a curve to the left, having a radius of **100.00** feet, a central angle of **46°15'04"**, an arc length of **80.72** feet, and a chord which bears **S 68°03'51"** E for a distance of **78.55** feet to a calculated point of tangency;

23. **N 88°48'37" E** for a distance of **51.07** feet to the calculated **POINT OF TERMINATION**, being in the common boundary line of the remainder of that 157.385 acre tract (Tract 1) of land conveyed to Bison Tract 79, LTD., by instrument recorded in Document No. 2007049657 of the Official Public Records of Williamson County, Texas, and described in Document No. 1999047747 of the Official Public Records of Williamson County, Texas, and said remainder of 107.17 acre tract, and from which the southeast corner of said remainder of 107.17 acre tract, same being the southwest corner of said remainder of 157.385 acre tract, being also the approximate centerline of Brushy Creek bears S 00°10'28" E (Record) (Bearing Basis), with said common boundary line, 822.54 feet, and also from which an iron rod found with plastic cap stamped "B-A", being the southeast corner of that 4.42 acre tract of land conveyed to Thomas P. & Christel Elrod by instrument recorded in Volume 1813, Page 540 of the Official Records of Williamson County, Texas, bears N 00°10'28" W (Record) (Bearing Basis), with said common boundary line, 10.00 feet, and S 89°09'34" E (Record) with the common boundary line of said 4.42 acre tract and said remainder of 157.385 acre tract, 315.38 feet (Record);

This property description is accompanied by a separate exhibit plat.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined partially by a survey made on the ground under my direction and supervision and partially from record information.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo 12/06/2012

Lawrence M. Russo — Date

Registered Professional Land Surveyor No. 5050
Inland Geodetics, L.P.
Firm Reg. No. 100591-00
1504 Chisholm Trail Road Suite 103
Round Rock, TX 78681
512-238-1200

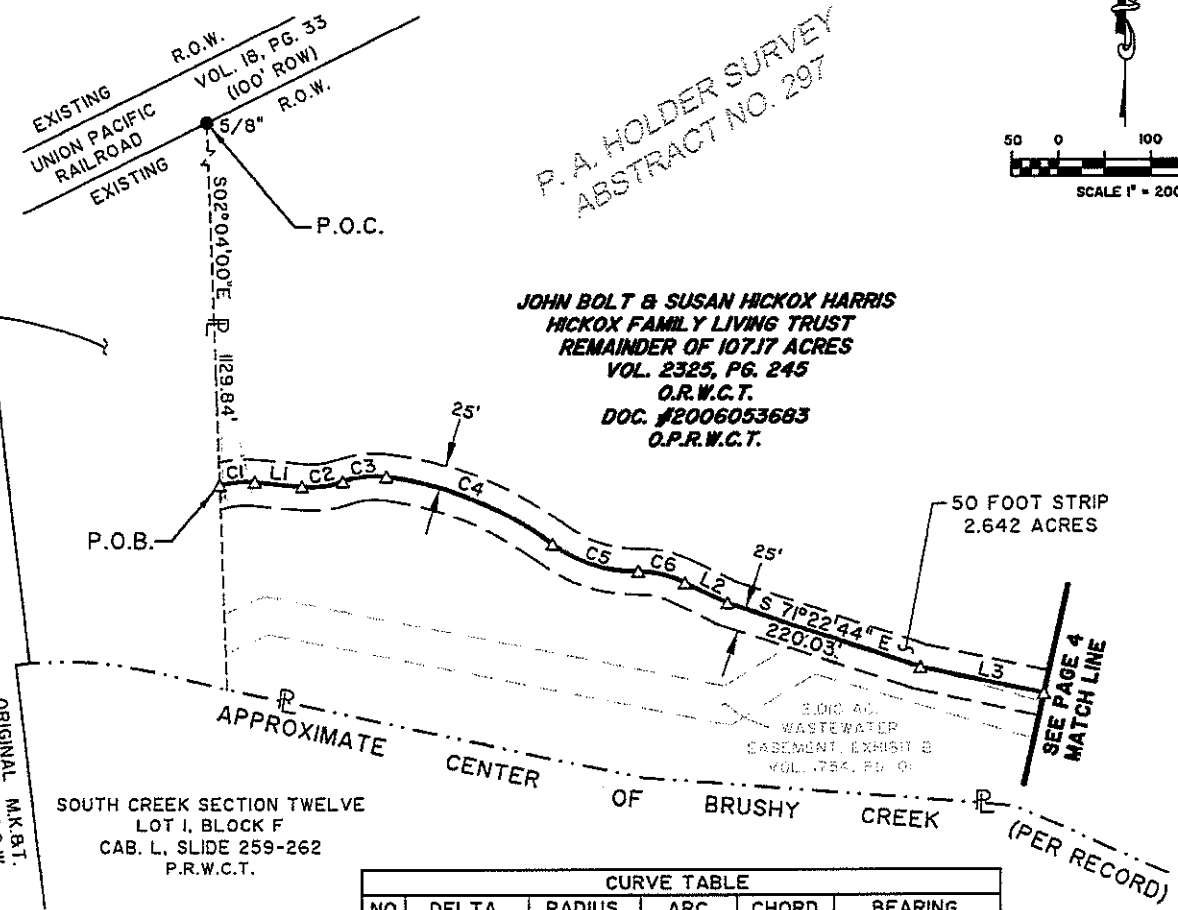
STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

EXHIBIT " "

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ⊙ 1/2 " IRON ROD FOUND W/ PLASTIC CAP
- ● 1/2 " IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ℄ PROPERTY LINE
- ( ) RECORD INFORMATION
- W/W MANHOLE
- LINE BREAK
- —x— WIRE FENCE
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 84°23'21" E	51.44'
L2	S 64°19'07" E	50.95'
L3	S 77°40'56" E	136.31'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C1	21°42'18"	100.00'	37.88'	37.66'	N 84°45'30" E
C2	25°33'01"	100.00'	44.59'	44.23'	N 82°50'08" E
C3	27°17'02"	100.00'	47.62'	47.17'	N 83°42'09" E
C4	29°36'27"	380.00'	196.36'	194.19'	S 67°51'07" E
C5	37°56'54"	150.00'	99.35'	97.54'	S 72°01'21" E
C6	29°55'25"	100.00'	52.23'	51.64'	S 76°02'06" E

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

EXHIBIT PLAT SHOWING PROPERTY OF

JOHN BOLT HARRIS, SUSAN HICKOX HARRIS AND THE HICKOX FAMILY LIVING TRUST

DATE: 09/25/2012 REVISED: 12/04/2012 - REVISED ALIGNMENT	CENTERLINE 50' STRIP	COUNTY WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY DESCRIPTION

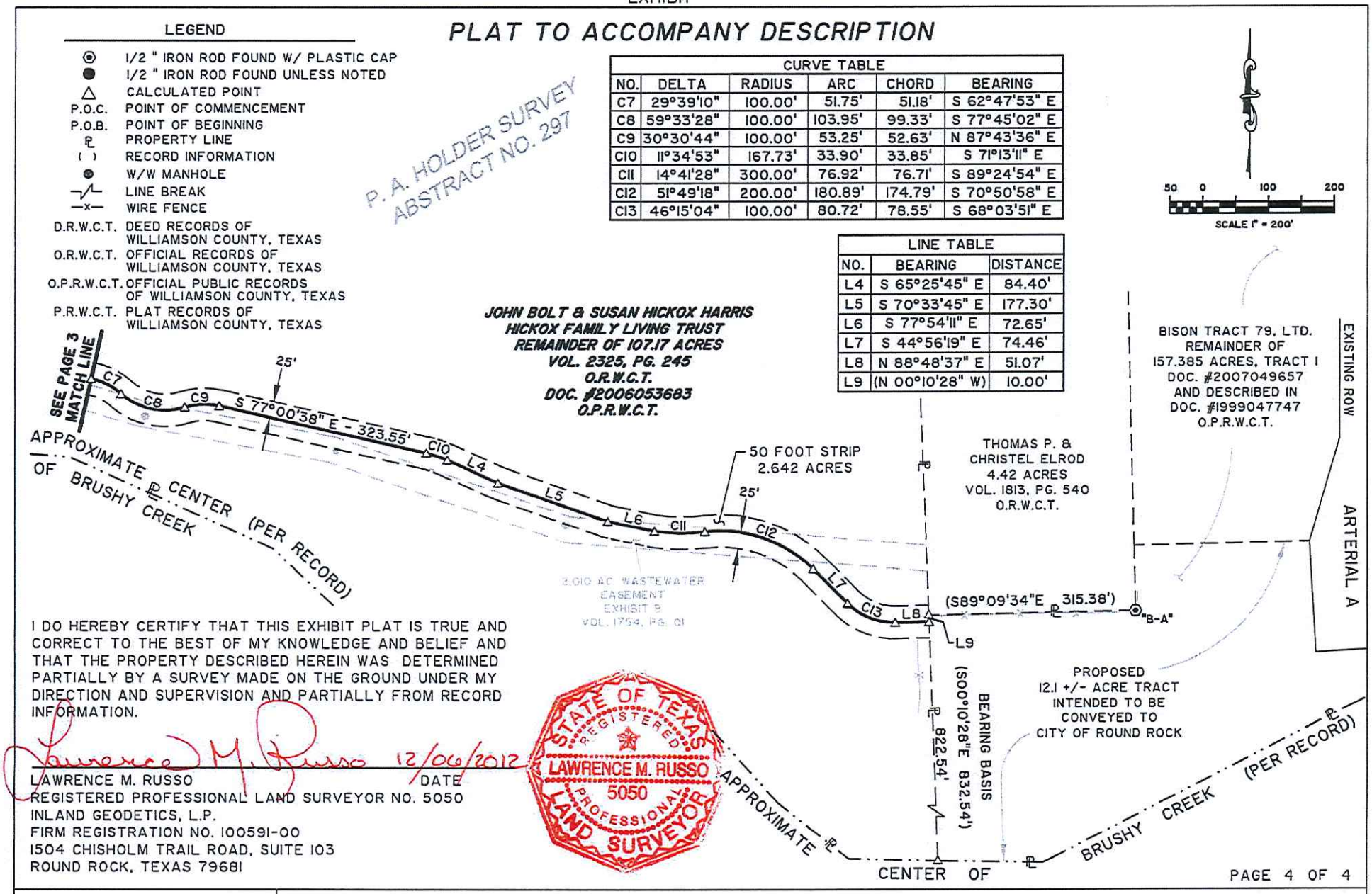
LEGEND

- 1/2 " IRON ROD FOUND W/ PLASTIC CAP
- 1/2 " IRON ROD FOUND UNLESS NOTED
- CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- ( ) RECORD INFORMATION
- W/W MANHOLE
- LINE BREAK
- —x— WIRE FENCE
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

P. A. HOLDER SURVEY
ABSTRACT NO. 297

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C7	29°39'10"	100.00'	51.75'	51.18'	S 62°47'53" E
C8	59°33'28"	100.00'	103.95'	99.33'	S 77°45'02" E
C9	30°30'44"	100.00'	53.25'	52.63'	N 87°43'36" E
C10	11°34'53"	167.73'	33.90'	33.85'	S 71°13'11" E
C11	14°41'28"	300.00'	76.92'	76.71'	S 89°24'54" E
C12	51°49'18"	200.00'	180.89'	174.79'	S 70°50'58" E
C13	46°15'04"	100.00'	80.72'	78.55'	S 68°03'51" E

LINE TABLE		
NO.	BEARING	DISTANCE
L4	S 65°25'45" E	84.40'
L5	S 70°33'45" E	177.30'
L6	S 77°54'11" E	72.65'
L7	S 44°56'19" E	74.46'
L8	N 88°48'37" E	51.07'
L9	(N 00°10'28" W)	10.00'



I DO HEREBY CERTIFY THAT THIS EXHIBIT PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED PARTIALLY BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND PARTIALLY FROM RECORD INFORMATION.

Lawrence M. Russo 12/06/2012

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, L.P.
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 79681

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

EXHIBIT PLAT SHOWING PROPERTY OF

JOHN BOLT HARRIS, SUSAN HICKOX HARRIS AND THE HICKOX FAMILY LIVING TRUST

DATE: 09/25/2012 REVISED: 12/04/2012 - REVISED ALIGNMENT	CENTERLINE 50' STRIP	COUNTY WILLIAMSON

City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with A&W Limited Partnership for a 7.29 acre tract of land located along University Blvd.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Brad Wiseman, Planning & Development Services Director

Cost: $0.00

Indexes:

Attachments: Resolution, Exhibit A, Arredondo map

Text of Legislative File 13-376

Based on the Management Agenda adopted by the City Council as part of the Strategic Plan, this property was identified as a feasible and logical property to be annexed. However, prior to annexation of an area that is appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management, the City is required by State Statute to offer the land owner an annexation development agreement. This agreement guarantees the land's immunity from annexation for a period of 15 years, as long as the land is used for agricultural, wildlife management or timber production only. This agreement also authorizes the City to enforce all regulations and planning authority of the city, except those that would interfere with agricultural purposes, wildlife management or timber production. The landowner accepted the agreement on May 14.

By accepting the agreement, the landowner agrees that the city's AG-Agricultural zoning requirements apply to the property, and that the property will only be used for AG zoning uses. This agreement runs with the land. If the current or a future landowner violates the agreement, that action will constitute a petition for voluntary annexation, and the property will be subject to annexation at the direction of the City Council. Within 30 days of annexation, the property will be zoned in conformance with the City's General Plan, or as agreed to by the City and the Owner. The current version of the Future Land Use Map shows at least half the property as commercial and the remainder as residential.

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, A&W Limited Partnership ("Owner") owns that certain 7.29 acre tract of land, as described in Exhibit "A" to the Annexation Development Agreement; and

WHEREAS, the City of Round Rock ("City") intends to annex said property; and

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into an Annexation Development Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Annexation Development Agreement With A&W Limited Partnership, 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT "A"

STATE OF TEXAS	§	ANNEXATION DEVELOPMENT
	§	AGREEMENT WITH
COUNTY OF WILLIAMSON	§	A&W LIMITED PARTNERSHIP

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ROUND ROCK, TEXAS ("City") and A&W Limited Partnership ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 7.29 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Round Rock city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Round Rock so long as 1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of the City's General Plan, or as agreed to by the City and the Owner.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

Planning Director
City of Round Rock
301 W Bagdad St, Suite 210
Round Rock, Texas 78664
Williamson County

Cecil Rene Arredondo, Managing General Partner
PO Box 340969
Austin TX 78734

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this _____ day of _____, 2013.

CITY OF ROUND ROCK, TEXAS

_____

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____

SARA L. WHITE, City Clerk

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2013, by Alan McGraw, as Mayor and on behalf of the City of Round Rock, Texas.

_____

Notary Public, State of Texas
Printed Name:_____
My Commission Expires:_____

A & W LIMITED PARTNERSHIP

Cecil R Arredondo

THE STATE OF TEXAS }
COUNTY OF Travis }

This instrument was acknowledged before me on the 14 day of May, 2013,
By Cecil R Arredondo on behalf of A&W Limited Partnership, City of Austin, TX.

Notary Public, State of Texas
Printed Name: RICHARD RAMOS
My Commission Expires: 05/29/2016

RICHARD RAMOS JR
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/29/16

Return to
C.R. Arredondo
P.O. Box 340969
Austin, TX 78734

Exhibit A: Property Subject to Development Agreement

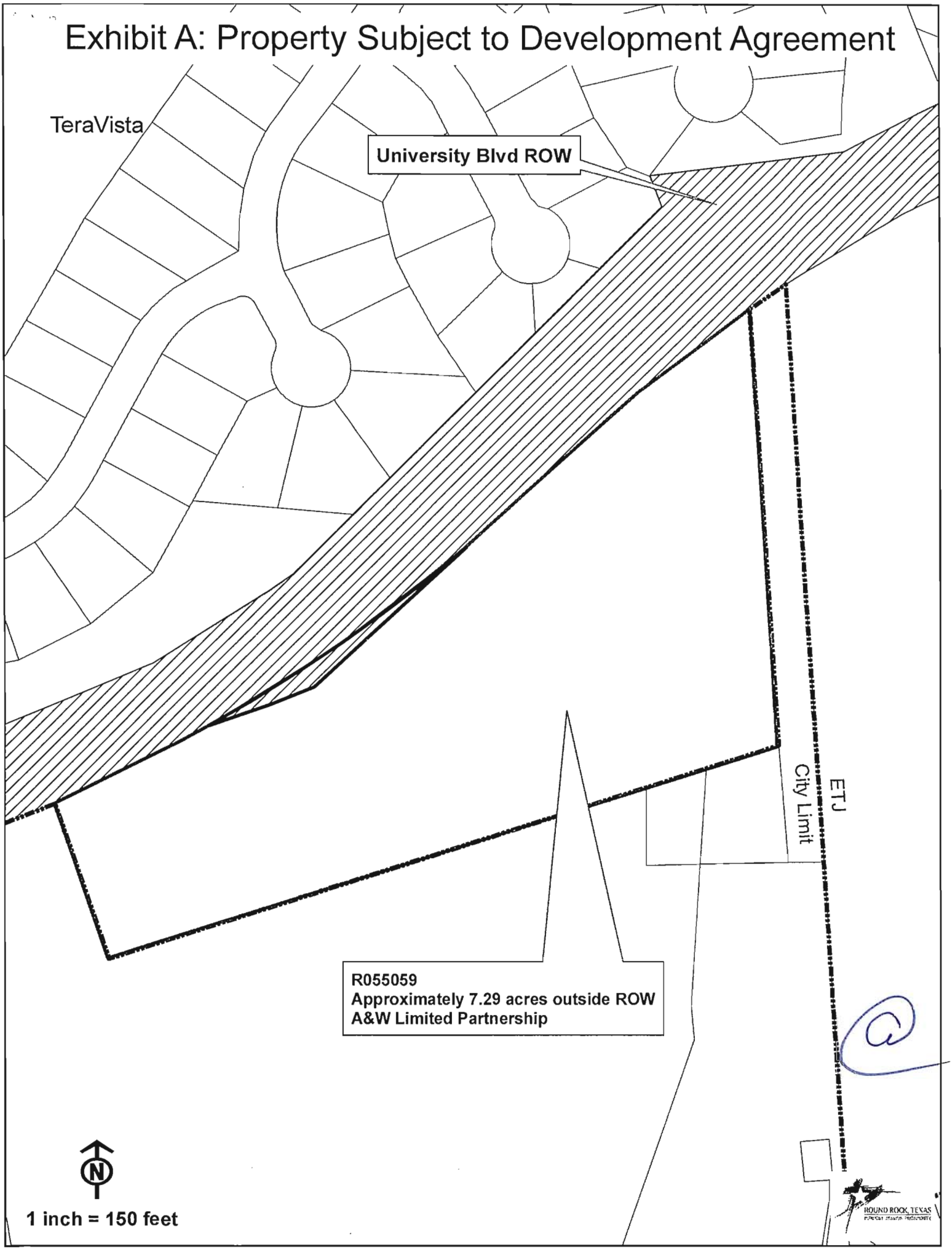
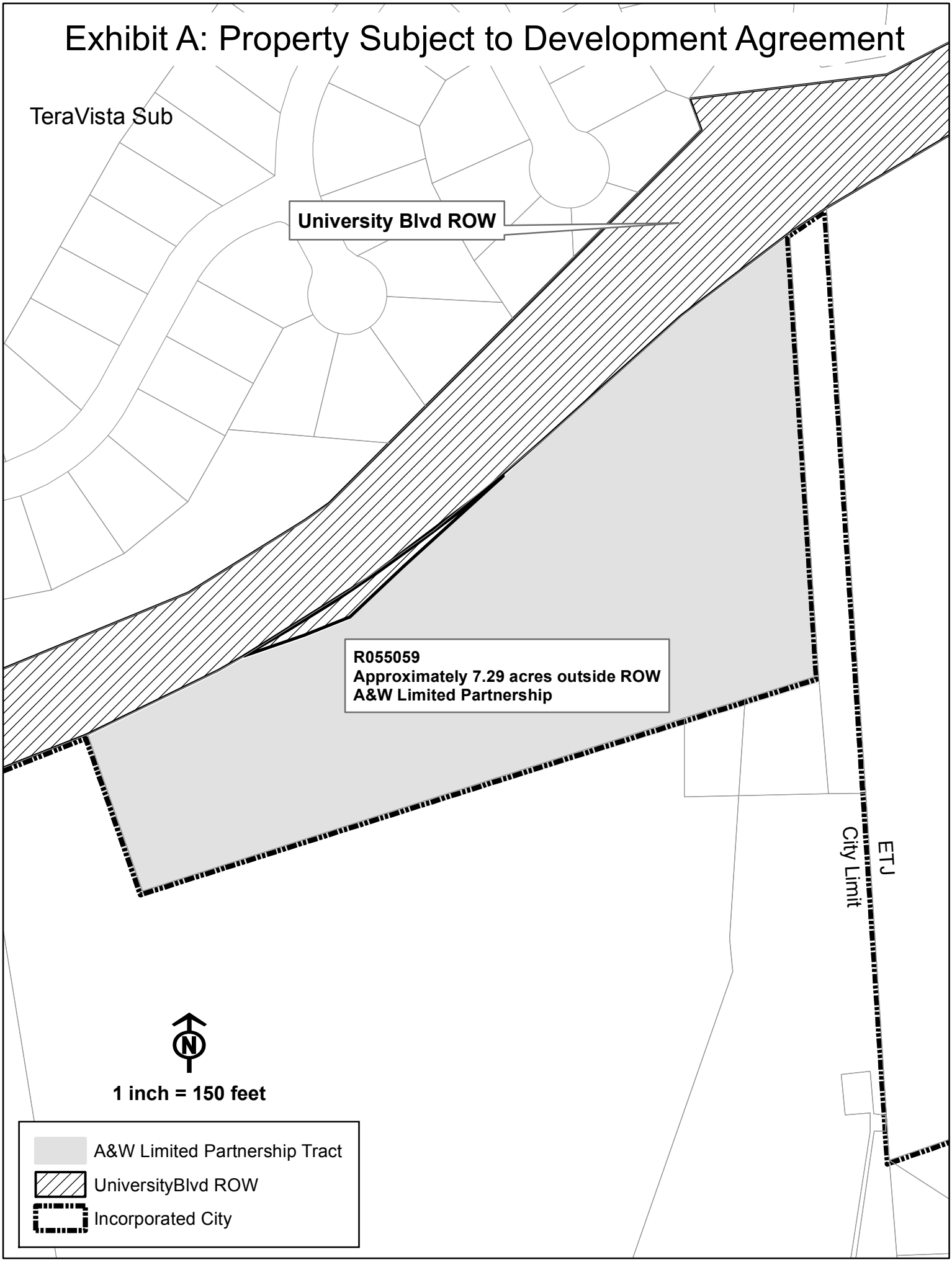


Exhibit A: Property Subject to Development Agreement



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with CAAP Limited Partnership for a 21.3 acre tract of land.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Brad Wiseman, Planning & Development Services Director

Cost: $0.00

Indexes:

Attachments: Resolution, Exhibit A, CAAP Peterson Map

Text of Legislative File 13-377

Based on the Management Agenda adopted by the City Council as part of the Strategic Plan, this property was identified as a feasible and logical property to be annexed. However, prior to annexation of an area that is appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management, the City is required by State Statute to offer the land owner an annexation development agreement. This agreement guarantees the land's immunity from annexation for a period of 15 years, as long as the land is used for agricultural, wildlife management or timber production only. This agreement also authorizes the City to enforce all regulations and planning authority of the City, except those that would interfere with agricultural purposes, wildlife management or timber production. The landowner accepted the agreement on April 18.

By accepting the agreement, the landowner agrees that the City's AG-Agricultural zoning requirements apply to the property, and that the property will only be used for AG zoning uses. This agreement runs with the land. If the current or a future landowner violates the agreement, that action will constitute a petition for voluntary annexation, and the property will be subject to annexation at the direction of the City Council. Within 30 days of annexation, the property will be zoned in conformance with the City's General Plan, or as agreed to by the City and the Owner. The current version of the Future Land Use Map shows the property as residential.

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, CAAP Limited Partnership ("Owner") owns that certain 21.3 acre tract of land, as described in Exhibit "A" to the Annexation Development Agreement; and

WHEREAS, the City of Round Rock ("City") intends to annex said property; and

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into an Annexation Development Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Annexation Development Agreement With CAAP Limited Partnership, 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT "A"

STATE OF TEXAS	§	**ANNEXATION DEVELOPMENT**
	§	**AGREEMENT WITH**
COUNTY OF WILLIAMSON	§	**CAAP LIMITED PARTNERSHIP**

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ROUND ROCK, TEXAS ("City") and CAAP Limited Partnership ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 21.3 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Round Rock city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Round Rock so long as 1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of the City's General Plan, or as agreed to by the City and the Owner.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

Planning Director
City of Round Rock
301 W Bagdad St, Suite 210
Round Rock, Texas 78664
Williamson County

CAAP, L.P.
c/o Gary S. Peterson
3626 Broken Elm Drive
Spring, Texas 77388

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this _____ day of _____, 2013.

CITY OF ROUND ROCK, TEXAS

_____

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____

SARA L. WHITE, City Clerk

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2013, by Alan McGraw, as Mayor and on behalf of the City of Round Rock, Texas.

_____

Notary Public, State of Texas
Printed Name:_____
My Commission Expires:_____

CAAP, L.P.
By CAAP Realty Management GP, LLC

By: _____
Gary S. Peterson

THE STATE OF TEXAS }
COUNTY OF Harris }

This instrument was acknowledged before me on the 18 **day of** April**, 2013,**
by Gary, Peterson**, City of** Houston.

Shawn M Byrnes
Notary Public, State of Texas
Printed Name: Shawn M Byrnes
My Commission Expires: 11-08-2013

SHAWN M. BYRNES
Notary Public, State of Texas
My Commission Expires
November 08, 2013

CAAP, L.P.
By CAAP Realty Management GP, LLC

By: _____
Robert Dickey Peterson

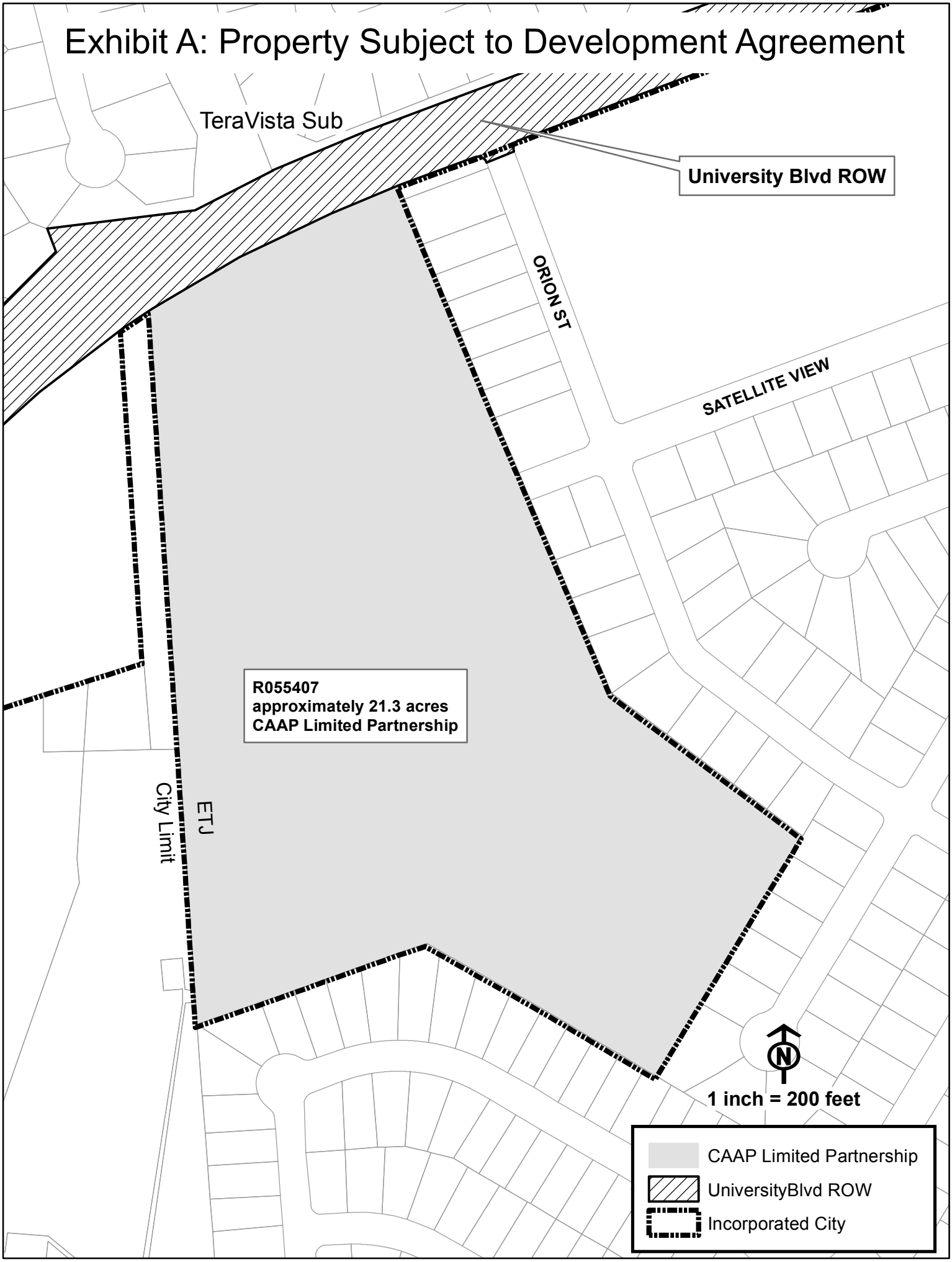
THE STATE OF TEXAS }
COUNTY OF Harris }

This instrument was acknowledged before me on the 18 **day of** April**, 2013,**
by Robert D. Peterson**, City of** Houston.

Shawn M Byrnes
Notary Public, State of Texas
Printed Name: Shawn M Byrnes
My Commission Expires: 11-08-2013

SHAWN M. BYRNES
Notary Public, State of Texas
My Commission Expires
November 08, 2013

Exhibit A: Property Subject to Development Agreement



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution adopting a Chapter 380 Economic Development Program for ClearCorrect Operating, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Ben White, Round Rock Chamber of Commerce

Cost:

Indexes:

Attachments: Resolution

Text of Legislative File 13-451

ClearCorrect is a company created by dentists to serve the dental and orthodontic industry by providing a superior clear aligner system for patients. With cutting-edge technological advances combined with treatment expertise, the highly sophisticated ClearCorrect treatment delivery system and aligner products have years of research and clinical experience behind them. This coupled with outstanding marketing and sales support, makes it the premier solution that it is. ClearCorrect takes a modern, needs-based approach for both doctors and patients. This unique orientation gives them the powerful position we hold in the industry.
Clear Correct has received honors such as:

- 2011 Houston Business Journal #4 FAST TECH Company
- 2011 Houston Business Journal #1 Enterprise Champion
- 2011 Inc. Magazine Top 10 Black Entrepreneurs
- 2011 Inc. Magazine #17 Fastest Growing Tech Companies

The company plans to employ between 100 and 150 employees to Round Rock. They will be located in the Chandler Creek Business Park. The incentive being considered is to help fund moving expenses for all their equipment and some personnel. There is also an added incentive for jobs created over 120 and below 150. The Economic Development Advisory Committee voted unanimously on Wednesday, June 5 to recommend a $50,000 incentive from the Chamber's Opportunity Fund to help fund tenant improvements at ClearCorrect's new site.

This economic development program outlines the obligations of the company and of the City and must be adopted before the accompanying 380 Economic Development Agreement can be executed.
Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, ClearCorrect Operating, LLC ("ClearCorrect") has expressed to the City of Round Rock ("City") its desire to locate a facility to the City which will provide jobs and additional tax base to the City, and

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

WHEREAS, the City Council has determined that the Program described in Exhibit "A" will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

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

That the City offers to ClearCorrect a §380.001 Program in exchange for ClearCorrect locating a facility to the City, and

BE IT FURTHER RESOLVED

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

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

RESOLVED this 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT A

ECONOMIC DEVELOPMENT PROGRAM

The terms of the §380.001 Economic Development Program to be offered to ClearCorrect Operating, LLC ("ClearCorrect") in exchange for ClearCorrect's locating its existing process management facility to the City of Round Rock are as generally outlined below:

1. ClearCorrect's obligations:

   1.1 ClearCorrect agrees to lease and occupy a building located at the Chandler Creek Business Park, Building H1, 21 Cypress Blvd., Round Rock, Texas, (the "Facility").

   1.2 ClearCorrect agrees to invest at least $1.5 million in Facility improvements and personal property.

   1.3 ClearCorrect agrees to employ at least 100 full-time equivalent employees to the Facility.

2. City's obligations:

   2.1. City agrees to waive City permit fees associated with building permits.

   2.2. City agrees to expedite City approval of required permits.

   2.3. City agrees to make a payment to ClearCorrect of $120,000 within 30 days of ClearCorrect's obtaining the Certificate of Occupancy for the Facility.

   2.4. City agrees to make an additional payment of $1,000 for each new employee over 120, such payments not to exceed $30,000 total.

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Agreement with ClearCorrect Operating, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Ben White, Round Rock Chamber of Commerce

Cost: $150,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Text of Legislative File 13-452

ClearCorrect is a company created by dentists to serve the dental and orthodontic industry by providing a superior clear aligner system for patients. With cutting-edge technological advances combined with treatment expertise, the highly sophisticated ClearCorrect treatment delivery system and aligner products have years of research and clinical experience behind them. This coupled with outstanding marketing and sales support, makes it the premier solution that it is. ClearCorrect takes a modern, needs-based approach for both doctors and patients. This unique orientation gives them the powerful position we hold in the industry.
Clear Correct has received honors such as:

- 2011 Houston Business Journal #4 FAST TECH Company
- 2011 Houston Business Journal #1 Enterprise Champion
- 2011 Inc. Magazine Top 10 Black Entrepreneurs
- 2011 Inc. Magazine #17 Fastest Growing Tech Companies

The company plans to employ between 100 and 150 employees to Round Rock. They will be located in the Chandler Creek Business Park. The incentive being considered is to help fund moving expenses for all their equipment and some personnel. There is also an added incentive for jobs created over 120 and below 150. The Economic Development Advisory Committee voted unanimously on Wednesday, June 5 to recommend a $50,000 incentive from the Chamber's Opportunity Fund to help fund tenant improvements at ClearCorrect's new site.

Cost: Initial $120,000 and not to exceed $150,000
Source of Funds: General Fund
Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock ("City") has established an Economic Development Program to encourage ClearCorrect Operating, LLC ("ClearCorrect") to locate a facility to the City which will provide jobs and additional tax base to the City, and

WHEREAS, to further promote economic development, the City wishes to enter into an Economic Development Agreement ("Agreement") with ClearCorrect regarding ClearCorrect locating a facility to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, an Economic Development Agreement with ClearCorrect Operating, LLC, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted

RESOLVED this 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT
"A"

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is entered into this ____ day of June, 2013, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("City"), and **ClearCorrect Operating, LLC,** a Texas limited liability company ("ClearCorrect").

WHEREAS, the City has adopted Resolution No. _____, attached as Exhibit A ("City Resolution"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with ClearCorrect in recognition of the positive economic benefits to the City through ClearCorrect's leasing space in the Chandler Creek Business Park in the City and locating one of its facilities ("Facility") in said lease space; and

WHEREAS, ClearCorrect will employ at least 100 employees in the Facility; and

WHEREAS, ClearCorrect will invest a minimum of $1,500,000 in tenant improvements and real and personal property in the Facility within six (6) months of signing a lease for the Facility; and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby ClearCorrect will expend significant sums to construct and install improvements to the Facility and lease, occupy, and operate the Facility in conformance with the City's development approvals for the Facility; and

WHEREAS, the City agrees to provide performance based economic development grants to ClearCorrect to pay and/or reimburse ClearCorrect's expenses with respect to moving, and any other costs or expenses other than the Improvements;

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

1. **Authority**. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code, and the City Resolution, and constitutes a valid and binding obligation of the City in the event ClearCorrect proceeds with the lease and occupation of the Facility. The City acknowledges that ClearCorrect is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to lease, improve and occupy the Facility.

2. **Definitions.**

2.1 **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the City to ClearCorrect under the Program.

2.2 **"Effective Date"** is the date this Agreement is executed to be effective by the City and ClearCorrect.

2.3 **"Facility"** means the lease space located in the Chandler Creek Business Park, Building H1, 21 Cypress Blvd., Round Rock, Texas.

2.4 **"Improvements"** means the finish out of and additions to the Facility, and personal property and equipment with a minimum cost of one million five hundred thousand dollars ($1,500,000).

2.5 **"Program"** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.

2.6 **"Recapture Liability"** means the total amount of all EIP's that are paid as a result of this Agreement that are subject to recapture by the City from ClearCorrect in the event of a ClearCorrect default.

3. **Term**. This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2023.

4. **Rights and Obligations of ClearCorrect.**

4.1 Lease of Facility. ClearCorrect agrees to provide City with documentation showing that it has leased the Facility until at least July 31, 2023.

4.2 Improvements. ClearCorrect agrees to spend at least one million five hundred thousand ($1,500,000) to construct and finish out the Facility and/or install the Improvements. ClearCorrect agrees to provide City with documentation showing that this obligation has been satisfied. City shall have the right to audit ClearCorrect's records to verify that this obligation has been satisfied.

4.3 Jobs.

4.3.1 Initial Jobs. Within one hundred eighty (180) days after it receives a Certificate of Occupancy from the City for the Facility, ClearCorrect agrees to employ in the Facility at least 100 full-time employees at an average annual salary of $45,000, plus an industry standard benefit package.

4.3.2 Employee Reports. ClearCorrect agrees to provide to the City annual employee reports within sixty (60) days following the end of each calendar year during the term of this Agreement. City shall have the right to audit ClearCorrect's records to verify that this obligation has been satisfied.

4.4 Compliance with regulations. ClearCorrect agrees that it will comply with the City's development approval processes and shall lease the Facility and construct and install the Improvements and occupy and operate the Facility consistent with City ordinances, development regulations and requirements.

4.5 Continuous operation. ClearCorrect agrees that it will continuously operate the Facility and employ at least 100 employees during the term of this Agreement, including any extensions.

5. Rights and Obligations of the City.

In consideration of ClearCorrect's compliance with this Agreement, the City agrees as follows:

5.1 Economic Incentive Payments ("EIP's").

5.1.1 Initial EIP. City shall, subject to ClearCorrect's satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, make an initial EIP to ClearCorrect in the amount of one hundred twenty thousand dollars ($120,000). This initial EIP shall be made within thirty (30) days after ClearCorrect has executed a lease for the Facility and provided the documentation required by Section 4.1 above, but subject to the City receiving documentary evidence of expenses with respect to moving, and any other costs or expenses other than the Improvements at least equal to the initial EIP.

5.1.2 Additional EIP's for Job Creation. Thereafter, subject to ClearCorrect's satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, and subject to ClearCorrect not being in default of this Agreement, City shall pay an additional EIP of $1,000 for each new employee in excess of 120. The total of additional EIP's for job creation shall not exceed $30,000.00.

5.1.3 EIP's 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 ClearCorrect. All EIP's by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The EIP's to be made to ClearCorrect, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City does not appropriate funds in any fiscal year for EIP's due under this Agreement, such failure shall not be considered a default under Section 7.3, and the City shall not be liable to ClearCorrect for such EIP's, however, (a) the City shall extend this Agreement until such time as appropriations are sufficient with respect thereto, and (b) ClearCorrect shall have

first priority in payment of any EIP's that may otherwise be due to any other party for which the City has become obligated after the Effective Date. The City does not foresee that appropriations will be insufficient with respect to the City's obligations to pay the EIP's. In addition, ClearCorrect 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.

5.2 Permitting.

5.2.1 Waiver of Fees. The City agrees to waive all building permit fees associated with the Improvements.

5.2.2 Expedited Review. The City shall cooperate with ClearCorrect to expeditiously process all City permit applications and City inspections.

6. EIP Recapture. In the event that ClearCorrect is in default of this Agreement, the City may recapture and collect from ClearCorrect the Recapture Liability after providing ClearCorrect written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event ClearCorrect does not so cure, ClearCorrect shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which ClearCorrect may be entitled. The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

7. Miscellaneous.

7.1 Mutual Assistance. The City and ClearCorrect will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.

7.2 Representations and Warranties. The City represents and warrants to ClearCorrect that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. ClearCorrect represents and warrants to the City that it has the requisite authority to enter into this Agreement.

7.3 Default. If either the City or ClearCorrect should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, ClearCorrect shall have the right to pursue any remedy at law or in equity for the City's breach. If ClearCorrect remains in default after notice and opportunity to cure, City shall have the right to pursue any remedy at law or in equity for ClearCorrect's breach, in addition to the right of EIP recapture set forth above.

7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and ClearCorrect to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

7.5 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and ClearCorrect.

7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

7.7 Assignment. ClearCorrect may not assign all or part of its rights and obligations to a third party without the express written consent of the City provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.

7.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

7.9 Termination. In the event ClearCorrect elects not to purchase the Facility as contemplated by this Agreement, ClearCorrect shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.

7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:

City of Round Rock
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager
Phone: (512) 218-5400
Email: snorewood@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 ClearCorrect: ClearCorrect Operating, LLC
15151 Sommermeyer Street
Houston, TX 77041-5332
Attn: Jarrett Pumphrey
Phone: (713) 850-1036
Email: jpumphrey@clearcorrect.com

With required copies to:

Locke Lord LLP
2800 JPMorgan Chase Tower
600 Travis
Houston, TX 77002
Phone: (713) 226-1410
Attn: Kenneth J. Simon, Esq.
Phone: (713) 226-1410
Email: KSimon@lockelord.com

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

7.11 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

7.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure.*

7.17 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. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the ____ day of _____, 2013 (the "Effective Date").

CITY OF ROUND ROCK, TEXAS,

By:_____
Alan McGraw, Mayor

APPROVED as to form:

_____
Stephan L. Sheets, City Attorney

CLEARCORRECT OPERATING, LLC

By: _____

Its: _____

Date: _____

EXHIBIT "A" TO THE ECONOMIC DEVELOPMENT AGREEMENT

RESOLUTION NO. R-_____

WHEREAS, ClearCorrect Operating, LLC ("ClearCorrect") has expressed to the City of Round Rock ("City") its desire to locate a facility to the City which will provide jobs and additional tax base to the City, and

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

WHEREAS, the City Council has determined that the Program described in Exhibit "A" will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

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

That the City offers to ClearCorrect a §380.001 Program in exchange for ClearCorrect locating a facility to the City, and

BE IT FURTHER RESOLVED

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

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter

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

RESOLVED this ___ day of _____, 2013.

_____

ALAN MCGRAW, Mayor

City of Round Rock, Texas

ATTEST:

_____

SARA L. WHITE, City Clerk

EXHIBIT A TO THE RESOLUTION

ECONOMIC DEVELOPMENT PROGRAM

The terms of the §380.001 Economic Development Program to be offered to ClearCorrect Operating, LLC ("ClearCorrect") in exchange for ClearCorrect's locating its existing process management facility to the City of Round Rock are as generally outlined below:

1. ClearCorrect's obligations:

   1.1. ClearCorrect agrees to lease and occupy a building located at in the Chandler Creek Business Park, Building H1, 21 Cypress Blvd., Round Rock, Texas, (the "Facility").

   1.2 ClearCorrect agrees to invest at least $1.5 million in Facility improvements and personal property.

   1.3 ClearCorrect agrees to employ at least 100 full-time equivalent employees to the Facility.

2. City's obligations:

   2.1 City agrees to waive City permit fees associated with building permits.

   2.2 City agree to expedite City approval of required permits.

   2.3 City agrees to make a payment to ClearCorrect of $120,000 within 30 days of ClearCorrect's obtaining the Certificate of Occupancy for the Facility.

   2.4 City agrees to make an additional payment of $1,000 for each new employee over 120, such payments not to exceed $30,000 total.

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute Amendment #1 with Star Shuttle regarding expanding service areas, establishing a direct route between Tech Ridge Park & Ride and Sears Teleserv, and adopting new fares.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Gary Hudder

Cost: $986,764.80

Indexes: General Fund

Attachments: Resolution, Exhibit "A"

Text of Legislative File 13-386

As a result of the City's desire to expand the Demand Response Bus Service, to include the ETJ and a direct route between Sears Teleserv and Tech Ridge, an amendment to the agreement with Star Shuttle is necessary. Although the capital cost of the two new busses is being primarily funded by a Job Access Reverse Commute (JARC) grant, the City will be responsible for a portion of the purchase price, currently expected to be approximately $37,000 or 20% of the total cost. The JARC grant will also contribute some additional funds for operation and maintenance of the direct route between Sears Teleserv and Tech Ridge. The City will own the 2 new buses, but Star Shuttle will operate the additional buses relative to our current operating terms. This amendment will provide the necessary funding from the City to operate and maintain the two new buses. The additional cost for providing the expanded service for the 4 years remaining on the original 5 year contract for service, is $986,764.80 This does not include the anticipated reductions in cost from fares and federal reimbursement.

The current fares for Demand Response Bus Service have been unchanged for several years; general fare $2.00 per person, per trip and discounted fares $1.00 per person, per trip. In June 2012 Star Shuttle became the provider of the service. Although the city's relationship with CARTS only required service within the city limits, CARTS chose to provide service in and out of the city limits and include service to the ETJ. As a result of the service change in June of 2012, trips outside of the city limits and service to the ETJ, were curtailed. The City held an open house on April 11, 2013 to seek feedback from the public on a proposed fare increase and expanding service to the ETJ with its own unique fare structure. In general, the public (represented by residents that attended the meeting and those that have provided written feedback) agrees fares should be increased; however, there were concerns raised about the amount of the increase relative to low-income persons. The public also agreed that the ETJ should be included, however, once again a different fare for ETJ residents was a concern. There was a general consensus that more buses are

needed, in an attempt to closer match capacity with demand.

Based on the feedback from the public, the Transportation Department recommends the following changes to the Demand Response Bus Service:

1) General fares - $5.00 per person, per trip
2) Discounted fares - $2.00 per person, per trip
3) Include low-income persons in the discounted fare group as defined by proof of annual income
4) Include the ETJ in the service area
5) Set fares for persons with home addresses in the ETJ to
   General fares - $7.00 per person, per trip
   Discounted fares - $3.00 per person, per trip
6) Add capacity with the purchase of two additional buses and establish the direct route between Sears Teleserv and Tech Ridge.

Cost: $986,764.80 (for four years) = $246,691.20 per year
Source of funds: General Fund

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock has previously entered into an Agreement with Star Shuttle, Inc. for Demand Response Bus Services on the 22nd day of March, 2012 under Resolution No. R-12-03-22-11A2; and

WHEREAS, Star Shuttle, Inc. has submitted Amendment No. 1 to the Agreement to provide for changes in the scope of work, amount, route, and fares of the Agreement; and

WHEREAS, the City Council desires to enter into said Amendment No. 1 with Star Shuttle, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Amendment No. 1 to Agreement with Start Shuttle, Inc. for Demand Response Bus Services, 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT "A"

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND STAR SHUTTLE, INC.
FOR DEMAND RESPONSE BUS SERVICES

This Amendment No. 1 to the "Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Demand Response Bus Services," hereinafter called "Amendment No. 1" is made as of the _____ day of the month of _____, 2013 by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City") and Star Shuttle, Inc. ("Star Shuttle").

WHEREAS, the City and Star Shuttle executed that certain Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Demand Response Bus Services on the 22nd day of March, 2012 under Resolution Number 12-03-22-11A2 (the "Agreement"); and

WHEREAS, Section 5.3 of the Agreement provides that the number of Revenue Hours contemplated in the Agreement may be increased by subsequent amendment; and

WHEREAS, Section 5.4 the Agreement provides that the number of buses contemplated in the Agreement may be increased by subsequent amendment; and

WHEREAS, the City and Star Shuttle desire to increase the number of Revenue Hours and buses under the Agreement; and

WHEREAS, the City and Star Shuttle desire to allow the City to supply buses for the use of Star Shuttle; and

WHEREAS, the City and Star Shuttle desire to amend the Demand Response Bus Service Area;

NOW THEREFORE, 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, the City and Star Shuttle agree that said Agreement is amended as follows:

I.

1.1. Section 5.1 of the Agreement is amended to read as follows:

5.1. Pricing. The parties hereby agree that pricing for the services to be provided hereunder shall be as generally delineated in Exhibit "C," specifically as follows:

FIRST YEAR:

	Unit of Measure	Unit Price	Extended Price
Fixed Capital Costs	Month x 12	$9,200	$110,400.00
Variable Operational Costs	Revenue Hour x 6,048	$ 48	$290,304.00
Total Price for First Year:			$400,704.00

SECOND YEAR:

	Unit of Measure	Unit Price	Extended Price
Fixed Capital Costs	Month x 12	$11,800	$141,600.00
Variable Operational Costs	Revenue Hour x 10,080	$ 49.40	$497,952.00
Total Price for Second Year:			$639,552.00

THIRD YEAR:

	Unit of Measure	Unit Price	Extended Price
Fixed Capital Costs	Month x 12	$12,400	$148,800.00
Variable Operational Costs	Revenue Hour x 10,080	$ 51	$514,080.00
Total Price for Third Year:			$662,880.00

FOURTH YEAR:

	Unit of Measure	Unit Price	Extended Price
Fixed Capital Costs	Month x 12	$13,000	$156,000.00
Variable Operational Costs	Revenue Hour x 10,080	$ 55	$554,400.00
Total Price for Fourth Year:			$710,400.00

FIFTH YEAR:

	Unit of Measure	Unit Price	Extended Price
Fixed Capital Costs	Month x 12	$13,000	$156,000.00
Variable Operational Costs	Revenue Hour x 10,080	$ 56	$564,480.00
Total Price for Fifth Year:			$720,480.00

1.2. Exhibit "A" of the Agreement, "Scope of Work," is amended as follows:

1.2.1. Section 6.2 of the Scope of Work is amended to read as follows:

6.2. Demand Response Service: Service is anticipated to require 6,048 Revenue Hours for the first year and 10,080 Revenue Hours each following year. This figure is based on three (3) full-time buses operating for the first year of service and five (5) full-time buses operating each following year.

1.2.2. Section 7.1.7 is added, to read as follows:

7.1.7. The City may provide additional buses for use by Star Shuttle for the operation of Service. If the City provides such additional buses, all

obligations and provisions applicable to buses owned by Star Shuttle shall also apply to such additional buses, which obligations specifically include, without limitation, the obligation of Star Shuttle to insure such buses in the same manner as buses supplied by Star Shuttle.

1.3. Exhibit "F" of the Agreement is replaced with Exhibit "F" attached hereto.

1.4. Exhibit "M" of the Agreement is replaced with Exhibit "M" attached hereto.

II.

2.1. Capitalized terms not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.

2.2. Except as amended hereby, the Agreement as originally written remains in full force and effect.

2.3. This Amendment No. 1 may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment No. 1.

2.4. This, Amendment No. 1 together with the Agreement, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this Amendment No. 1 and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first set forth above.

CITY OF ROUND ROCK, TEXAS

By: _____
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

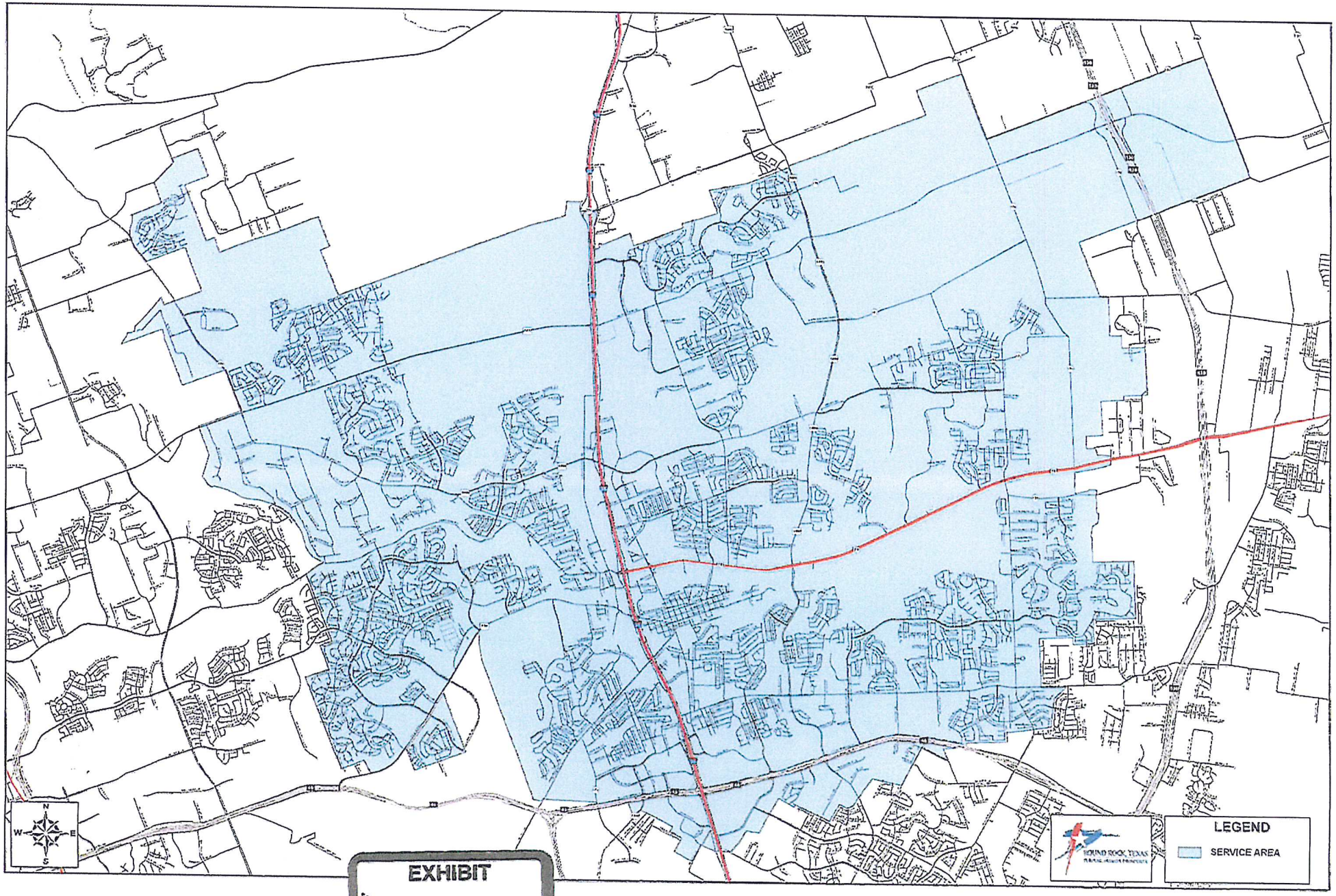
STAR SHUTTLE, INC.

By: _____

Name: JOHN R. WALKER

Title: PRESIDENT / CEO

Date Signed: MAY 23, 2013



EXHIBIT

tabbies

"F"

EXHIBIT "M"

FARES AND FARE CONTROL

The fares for Demand Response Bus Services are as follows:

I. Persons Living in the City Limits.

1) General Fares - $5.00 per person, per trip
   a. Adults (13 to 59)

2) Discounted Fares - $2.00 per person, per trip
   a. Youth (12 and under)
   b. Seniors (60 and over)
   c. Persons with disabilities
   d. Low-income persons

II. Persons Living in the Extraterritorial Jurisdiction.

1) General Fares - $7.00 per person, per trip
   a. Adults (13 to 59)

2) Discounted Fares - $3.00 per person, per trip
   a. Youth (12 and under)
   b. Seniors (60 and over)
   c. Persons with disabilities
   d. Low-income persons

Low-income eligibility will be administered by city staff and reviewed annually. Low-income persons are defined as those persons whose income is equal to or less than 150 percent of the poverty levels, as published annually by the U.S. Department of Health and Human Services in the Federal Register.

No passenger will be transported without the appropriate fare without contacting the dispatcher or otherwise in accordance with the City's policy.

Star will utilize fare boxes for collection of fares. Operators will not have a key to the fare box. Fares and tickets (if any) will be counted by Star Shuttle staff. Star will utilize money counting equipment and supplies as well as a secure counting area. Driver collections will be reviewed against ridership by Star Shuttle management staff to ensure fare collections are all accounted for.

Star stores all monies in a secure drop safe accessible only to management staff pending deposit, with each deposit in locked moneybags. The safe is securely locked. Upon separation of service of persons with safe access, lock or combination will be changed within 15 days. Depositing employees do not have access to the safe interior. Deposit records are entered into the Star accounting system. Deposits will be transported to the bank in a secure manner.
A fare report will be submitted with the monthly invoice. Fares collected will be deducted from the amount owed by the City. All invoices will be prepared by the Accounting Manager and then reviewed and signed by the Project Operations and Compliance Manage prior to submission to the City of Round Rock.

Operators will complete their manifest by logging required trip information/passenger counts in the designated areas on the manifest. An appropriate entry must be made by the client's disability code: for example, ambulatory, wheelchair, scooter, transfers, escorts, and companions. The Operator will total the number of clients transported for that shift. The Station Foreman will recount each pickup and compare the totals to the Operator's totals. If any discrepancies are found, the Operator will be called in to recount and correct any errors. The Station Foreman will accurately complete the Daily Recap Summary.

City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Brown & Gay Engineers, Inc. for the Railroad Quiet Zone Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Gary Hudder, Transportation Director

Cost: $141,700.51

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A

Text of Legislative File 13-417

This Supplemental Contract will authorize Brown & Gay Engineers to develop the full Plans, Specifications, and Estimates (PS&E) documents for construction of the various intersection and signal improvements for the completion of the Railroad Quiet Zone project. This Supplemental Contract also authorizes Brown & Gay Engineers to continue coordination efforts with the Union Pacific Railroad, the Federal Railroad Administration, and the Texas Department of Transportation for the full implementation of the Quiet Zones. The Quiet Zone work is still on schedule and expected to be completed by the end of 2014, with the majority of the engineering and design work being completed by the end of 2013.

Cost: $141,700.51
Source of funds: General Self Financed Construction

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services ("Contract") with Brown & Gay Engineers, Inc. for the Railroad Quiet Zone Study Project, and

WHEREAS, Brown & Gay Engineers, Inc. has submitted Supplemental Contract No. 2 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 2 with Brown & Gay Engineers, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 2 to the Contract with Brown & Gay Engineers, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 2
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **BROWN & GAY ENGINEERS, INC.** **("Engineer")**
ADDRESS: **7000 N. Mopac, Suite 330, Austin, TX 78731**
PROJECT: **Railroad Quiet Zone Study**

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Brown & Gay Engineers, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 22nd day of March, 2012 for the Railroad Quiet Zone Study Project in the amount of $149,900.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on August 17, 2012 to amend the scope of services and to increase the compensation by $25,123.80 to a total of $175,023.80; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $141,700.51 to a total of $316,724.31;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $141,700.51 the lump sum amount payable under the Contract for a total of $316,724.31, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

BROWN & GAY ENGINEERS, INC.

By: _____
FEDERICO MENDOZA, PE, PTOE

5/23/13
_____
Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

_____
Date

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT A

City Services

The City will provide the following:

A. Any mapping or survey information available for the crossing locations.

B. Timely reviews and decisions to maintain the project schedule.

C. Electronic files for City's standard Border, General Notes.

D. Electronic files for City's Standard Details.

ADDENDUM TO EXHIBIT B

Engineering Services

Preface

The scope of services for this Supplemental Contract No. 2 is to assist the City with the implementation phase of the railroad quiet zone project in the City of Round Rock. The project includes both the main UPRR line and two at-grade crossings on the UPRR secondary line known as the "Georgetown Industrial Lead". The Engineer will perform the following tasks:

A. Project Management and Scheduling

1. Prepare a project implementation schedule with an anticipated duration of approximately two years. The project schedule will be prepared with Suretrak or Primavera P6 software.
2. Update the project implementation schedule on a monthly basis during the first 8 months, and bi-monthly basis after that. This phase of the project is estimated to last approximately 24 months.
3. Coordinate with UPRR as needed, but at least on a monthly basis during the first 8 months, or until the construction agreements between UPRR and the City are signed. Coordinate with UPRR on a bi-monthly basis after that. Coordinate with TxDOT and FRA as needed.
4. Prepare monthly or bi-monthly reports as needed to document project progress.

B. Preliminary Engineering Agreements

1. Assist the City in the preparation of Preliminary Engineering Agreements with UPRR for the following locations:
   - St. Williams Street at McNeil Road
   - McNeil Road at IH-35
   - Burnet Road
2. Prepare exhibits (Exhibit "A") for each of the locations listed above.
3. Prepare railroad pre-emption worksheets for the St. Williams Street RR crossing.
4. Review responses from UPRR and provide feedback to the City.

C. Prepare Environmental Documentation

1. Environmental Scientist staff will perform field visits and will acquire data needed for the preparation of the environmental document.

2. Environmental Scientist staff will prepare a Blanket Categorical Exclusion document (BCE) for the project. A detailed description of the elements to be included in the BCE document is included as Attachment "A".
3. Environmental Scientist staff will Coordinate the document reviews with the reviewing agencies (TxDOT's Austin District Environmental Division staff).
4. Environmental Scientist staff will address comments from the agencies and will prepare final documents.

D. Prepare Design Plans

Prepare design plans for roadway improvements and the installation of traffic signals, pavement markings and signing as identified for each of the grade crossings in the study phase report. The plans will be on 11x17 plan sheets in accordance with the City of Round Rock design guidelines as well as TxDOT design standards for signing and signalization. The following plans shall be prepared:

1. CR 172
   - Roadway Plan- The roadway plan shall show the design of the proposed median island on CR 172 on both sides of the RR track, and the areas where pavement repairs are necessary prior to island construction. The plan may show an asphalt overlay for the entire approach.
   - Pavement Markings and Signing Plan
2. St. Williams Street
   - Roadway Plan- The roadway plan shall show the proposed raised traffic islands on the St. Williams Street and Bellview Avenue approaches.
   - Traffic Signal Plan- For the intersection of St. Williams Street and McNeil Road.
   - Traffic Signal Elevations Sheet
   - Pavement Markings and Signing Plan
   - Traffic Signal standards for poles and foundations
   - Railroad Preemption Plan
3. McNeil Road and IH 35 Southbound Frontage Road
   - Roadway Plan- Shall show the proposed construction of a raised median island on McNeil Road (between frontage roads) and the reconstruction of sidewalks at the southbound frontage road of IH 35.
   - Pavement Markings and Signing Plan
4. IH 35 Northbound Frontage Road
   - Pavement Markings and Signing Plan

5. Burnet Street
    - Pavement Markings and Signing Plan
6. Redbud Lane
    - Pavement Markings and Signing Plan
7. Private Crossings
    - Pavement Markings and Signing Plans
8. Title Sheet for the project.
9. Quantity Summary Sheets for each location and the overall project.
10. Standard Drawings and Details for roadway work, traffic signal installation, signing, pavement markings, traffic control during construction.

E. Prepare Bid Documents

1. Prepare bid sheets.
2. Prepare the Project Manual.
3. Prepare construction cost estimates.
4. Attend the pre-bid conference.

F. Construction Support

1. Attend bid opening, tabulate bids and make recommendations.
2. Review shop drawings for traffic signal construction. Review and process pay estimates for the contractor.
3. Provide technical support during construction, respond to up to ten RFIs.
4. Perform a final inspection of the traffic signal and a punch list of items to be corrected/completed by the contractor prior to final acceptance.

G. Field Surveys and Utility Contacts

1. Field surveys will be performed at the following locations:
    a. CR 172 at McNeil Road
    b. St. Williams Street at McNeil Road
    c. McNeil Road at IH-35
2. Contact utility companies to obtain utility location information including type, size and approximate depth.
3. Prepare Existing Conditions Layout for the St. Williams Street/McNeil Road intersection.

The scope of the field surveys is attached.

Attachment "A"
Blanket Categorical Exclusion- Scope of Work

A State level Blanket Categorical Exclusion (BCE) document will be prepared for review by the City of Round Rock, TxDOT-Austin and TxDOT-ENV in accordance with TxDOT's Standards of Uniformity (SOUs) for Programmatic Categorical Exclusions, dated December 27, 2010. Preparation of the BCE includes:

1. **Field Visit / Data Acquisition** - A preliminary site reconnaissance of the project will be performed to become familiar with existing conditions of the project area and identify significant features of the community. This task includes obtaining various maps and other supporting data, as needed, and not identified in other tasks within this Scope of Services.

2. **Document Preparation** – A State level BCE that conforms to and analyzes the following topics:
   a. Socioeconomics - research and review of available income information for the community, such as median annual income and land use information for the project area and surrounding community.
   b. Section 4(f) Resources -an assessment as to whether project-related impacts to Section 4(f) resources meet *de minimis* criteria. It is assumed that the project will have no impact to 4(f) resources.
   c. Historic Properties -an historic properties analysis will be performed and any project impacts to potential historic properties will be assessed. It is assumed the project will have no impacts to historic properties.
   d. Archeological Resources - an analysis of archeological resources within the project area will be performed and any project impacts will be assessed. It is assumed the project will have no impacts to archeological resources.
   e. Vegetation –a determination of project impacts to vegetation will be made and any necessary agency coordination will be performed.
   f. Water Quality- the project's conformance with the Clean Water Act Regulatory Program will be verified and a review and discussion will be performed to identify any permits that may be required. It is assumed that no waters of the U.S. will be impacted that require notification to or permits from the U.S. Army Corps of Engineers.
   g. Soils/Farmland- a determination of the project impacts to soils/farmland will be made.
   h. Hazardous Materials – hazardous materials impacts will be identified, to the extent feasible under the processes prescribed in ASTM E 1527-13, the potential for recognized environmental conditions; that is, the presence or likely presence of any hazardous substances or petroleum products on the property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the ground, groundwater, or surface water of the property. This process will include records

research, field reconnaissance and report preparation and assumes no regulatory issues exist on the property. This information will describe, at a minimum, site and vicinity descriptions, current and past uses of the property and adjoining properties, information from records reviews, information from site reconnaissance and interviews, conclusions and opinions of impacts, if any, of recognized environmental conditions. Should additional testing be required, this can be performed as an additional service.

i. Visual – a determination of the project's visual impacts will be made. It is assumed the project will have no visual impacts.
j. Floodplains – The floodplain would be mapped to locate water resources and wetlands. It is assumed that no floodplain improvements would occur and a detailed analysis of the floodplain is not required.
k. Species -the threatened and endangered species lists currently maintained by the U.S. Fish and Wildlife Service (USFWS) and the Texas Parks and Wildlife Department (TPWD) will be evaluated to determine if any of the listed species may potentially inhabit the project area. Each species' protected status and propensity to be impacted by the project will be documented.
l. Wild and Scenic Rivers-a determination of the project impacts to wild and scenic rivers will be made. It is assumed the project will have no wild and scenic river impacts.

3. **Agency Coordination** -this task includes the preparation of applicable agency coordination letters for the proposed action. A draft of the letters will be provided for approval by TxDOT. If applicable, Engineer will prepare the USFWS letter to be submitted by TxDOT and Engineer will contact TPWD directly. This task assumes that the Engineer will provide all supporting graphics for the coordination letters, including but not limited to a scaled map to show potential issues within the project area. It is assumed that no permits, applications thereof or other environmental authorizations will be required beyond concurrence for recommended environmental clearance.

4. **Deliverables** – this proposal assumes three rounds of comments on the BCE: Comments from the preliminary and final review by TxDOT-AUS; and comments from TxDOT-ENV in Austin. Up to two copies of the BCE will be provided for the TxDOT-AUS review, and up to three copies of the BCE will be provided for the TxDOT-ENV submission. Upon completion, three final copies will be provided.

ADDENDUM TO EXHIBIT C

Work Schedule

Task	Anticipated Completion Date
Anticipated start date	April 29, 2013
Preliminary Engineering Agreements w/ UPRR	June 30, 2013
UPRR Preliminary engineering estimates	September 30, 2013
Construction/Maintenance Agreement w/UPRR	December 30, 2013
Surveying and Civil Design, PS&E	August 30, 2013
Environmental Documents	August30,2013
Civil bid/construction package 1	November 30, 2013
Civil bid/construction package 2	January 30, 2014
UPRR construction of improvements	July 30, 2014
Submit Notice of Establishment (NOE)	August30,2014
Project close out	November 2014

ADDENDUM TO EXHIBIT D

Fee Schedule

	DESCRIPTION OF WORK TASK	Brown & Gay Engineers, Inc.	Campbell Technology Corporation	The Wallace Group	TOTAL COST
A	Project Management & Scheduling	$ 15,934.00	$ 2,047.15	$ -	$ 17,981.15
B	Preliminary Engineering Agreements	$ 11,272.00	$ 754.86	$ -	$ 12,026.86
C	Environmental Documentation	$ 17,820.00	$ -	$ -	$ 17,820.00
D	Design Plans	$ 56,703.00	$ -	$ -	$ 56,703.00
E	Bid Documents	$ 12,934.00	$ -	$ -	$ 12,934.00
F	Construction Support	$ 9,427.00	$ -	$ -	$ 9,427.00
G	Field Surveys and Utility Contacts	$ 4,384.00	$ -	$ 9,200.00	$ 13,584.00
	Direct Cost	$ 1,224.50	$ -	$ -	$ 1,224.50
	Total Cost	$ 129,698.50	$ 2,802.01	$ 9,200.00	$ 141,700.51

City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a Reimbursement Agreement with Atmos Energy Corporation for the relocation of gas lines required by the Southwest Downtown Infrastructure Improvements - San Saba Street and West Liberty Street Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Gary Hudder, Transportation Director

Cost: $113,046.82

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

Attachments: Resolution, Exhibit A

Text of Legislative File 13-423

The scope of Southwest Downtown - San Saba Street and West Liberty Avenue requires the relocation of dry utility infrastructure. A Reimbursement Agreement with Atmos Energy Corporation to relocate gas lines affected by this project at a cost of $136,637.29 was approved by the City Council on April 11, 2013.

Atmos Energy Corporation has informed the Transportation Department staff that the actual price bid for relocating their gas lines is $249,684.11. This amount is approximately sixty percent higher than the dollar amount submitted for the April 11, 2013 reimbursement agreement.

This reimbursement agreement with Atmos amends the original reimbursement agreement approved by the City Council on April 11, 2013. The cost of $113,046.82 covers the difference between the original and revised costs for this project.

Cost: $113,046.82
Source of Funds: Type B Corporation
Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock wishes to enter into a Reimbursement Agreement with Atmos Energy Corporation ("Atmos") for the relocation of gas pipelines owned by Atmos in connection with the Southwest Downtown Infrastructure Improvements – San Saba Street and West Liberty Street Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City said Reimbursement Agreement with Atmos Energy Corporation, 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT "A"

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") made this _____ day of _____, 2013, by and between **ATMOS ENERGY CORPORATION,** a Texas and Virginia corporation, having a business address at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240 ("Atmos") and the **CITY OF ROUND ROCK,** a Texas home-rule municipal corporation, having a business address at 221 East Main Street, Round Rock, Texas ("CORR").

WHEREAS, CORR is making improvements to its Downtown area (the "Project"); and

WHEREAS, Atmos has gas lines that are in conflict with the CORR's project; and

WHEREAS, CORR has requested that Atmos relocate or cause to be relocated their gas lines to accommodate the proposed improvements; and

WHEREAS, Atmos has agreed to the relocation of its facilities as shown on the plans attached hereto as Exhibit "A" and made a part hereof ("Relocation Services") and has prepared a good faith cost estimate set forth on Exhibit "B" attached hereto and made a part hereof ("Estimate"); and

WHEREAS, CORR agrees to reimburse Atmos for the actual expenses incurred by Atmos related to the Relocation Servicesrequested by CORR

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties agree as follows:

1. Atmos agrees to provide the Relocations Services to install approximately 240 feet of 2-inch poly II gas main by approved bore and/or open trench method includes, but not limited to stringing, fusing, boring, pullback, trenching, strength testing, backfill, hot tapping, restoring, and reseeding. Install approximately 400 feet of 4-inch poly II gas main by approved bore and/or open trench method includes, but not limited to stringing, fusing, boring, pullback, trenching, strength testing, backfill, hot tapping, restoring, and reseeding. Install 2 service lines and gas meters; and remove and haul off and/or grout fill and abandon in place approximately 640 feet of existing 2-inch, 3-inch, and 4-inch Poly and Steel pipe. The starting date will be fixed by mutual agreement of the parties hereto and Atmos shall use commercially reasonable efforts to complete the Relocation Services in accordance with the Schedule, subject however, to delays caused by persons or events outside the reasonable control of Atmos.

2. The actual cost of the relocation is estimated to be $249,684.11. CORR agrees to reimburse Atmos the actual costs of the Relocation Services, an amount to be $249,684.11. Atmos shall submit to CORR a detailed written

report itemizing the total costs incurred, including all supporting information documenting all amounts incurred for which reimbursement is claimed and verifying that the Relocation Services are in accordance with the requirements of this Agreement and that any change orders increasing the cost for the Relocation Services above the threshold described below were submitted and approved by CORR prior to incurring such additional costs. Upon Completion of the Relocation Services, Atmos shall present CORR with a detailed invoice of the actual Relocation Services performed and CORR agrees to make, within thirty (30) days from the date of the properly detailed invoice, a one-time reimbursement payment of the actual costs. In the event, after actual solicitation of bids, the estimated costs of the Relocation Services exceed the Cost Estimate by 10% or more, then, prior to incurring such additional expense, Atmos shall submit the additional costs to CORR for approval, which approval shall not be unreasonably withheld, delayed, or conditioned. Any request for approval made by Atmos in writing and not specifically approved or disapproved within 5 business days shall automatically be deemed approved by CORR. Neither enhancement nor betterment costs shall be reimbursed by CORR.

3. The obligation of CORR to make a cost reimbursement payment under this Agreement does not constitute a general obligation or indebtedness of CORR for which CORR is obligated to levy, pledge or collect any form of taxation.

4. The parties agree to exercise all due caution while causing any work to be done near the gas line in order to prevent damages to the gas line.

5. Not withstanding any other provisions of this Agreement, in no event shall either party be liable to the other for any indirect, consequential or incidental damages, including but without limitation, loss of revenue, loss of customers or loss of profits arising from the Agreement and the performance or non-performance of obligations hereunder.

6. Atmos agrees to indemnify and hold harmless CORR, its agents and employees, against and from any and all liability, loss and expense and shall defend all claims, resulting from the loss of life or damage or injury to persons or property directly or indirectly resulting from the work performed by Atmos to the extent such loss, damage or injury, is caused by the negligence or willful misconduct of Atmos or its agents or arises out of or in connection with the Relocation Services. As a necessary condition for such indemnity to be enforceable against Atmos:

   (i) Atmos shall be notified in writing promptly of any and all claims, liability, loss and expense for which CORR seeks indemnification from Atmos, and

   (ii) Atmos shall have sole control of the defense of any and all claims, liability, loss and expense and all negotiations for their settlement of compromise.

7. This Agreement shall be enforceable in Round Rock, Williamson County, 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 the 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.

8. No party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, it is understood that Atmos intends to contract the Relocation Services work to a general contract, which will in turn may subcontract all or part of the Relocation Services.

9. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns, subject to the provisions of Section 8.

10. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

Effective date of agreement as of date of approved by the City Council:

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

ATTEST:

By: _____
Sara White, City Secretary

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

ATMOS ENERGY CORPORATION

By: Robert R. Cook
Robert R. Cook
Vice President, Operations
Mid Tex Division

GAS UTILITY RELOCATION PLAN

EXHIBIT A

PROPOSED ATMOS ENERGY PIPELINE
SOUTHWEST DOWNTOWN PHASE 3
CITY OF ROUND ROCK
WILLIAMSON COUNTY, TEXAS

ATMOS energy

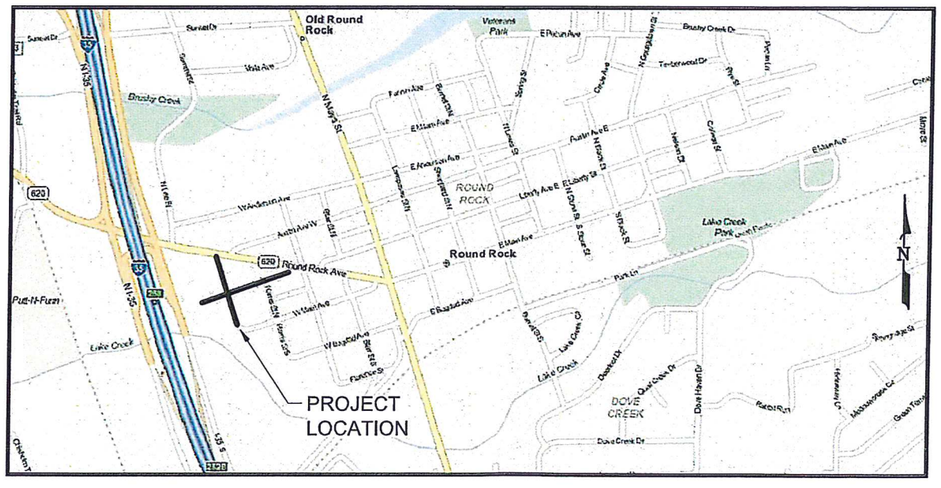
OWNER: ATMOS ENERGY
5420 LBJ FREEWAY
DALLAS, TEXAS 75240

ISSUED FOR BID

THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF BID ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.
HANS J. KAST, PE NO.68757
DATE: 02/06/13

DRAWING INDEX

REV. NO.		
B	UEI-1843475-19722-1101	COVER SHEET / INDEX
B	UEI-1843475-19722-1202	GENERAL NOTES / PIPE DATA
B	UEI-1843475-19722-1303	SAN SABA STREET - PLAN & PROFILE
B	UEI-1843475-19722-1304	WEST LIBERTY AVE. - PLAN & PROFILE



LOCATION MAP
NTS

I, HANS J. KAST, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

HANS J. KAST
TEXAS P.E. NO. 68757

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ATMOS energy

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Houston, Texas 77081-2355 713.977.7770
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PROJ. MGR.:	MARTIN PEREZ		
CONFIG NO.:	1843475	UEI JOB NO.:	19722
DRAWN BY:	UEI	DATE:	04/18/12
CHECKED BY:	DQB	DATE:	05/17/12
APPROVED BY:	JTS	DATE:	05/17/12

GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
SOUTHWEST DOWNTOWN PHASE 3
COVER SHEET / INDEX

WILLIAMSON COUNTY TEXAS

SCALE:	AS SHOWN	SHEET 1 OF 4	REV
DRAWING NO.	UEI-1843475-19722-1101		B

I:\ATMOS\19722 SW Downtown Ph 3\UEI\FB\UEI-1843475-19722-1101.dwg, 2/14/2013 6:08:37 AM, Tabloid, 1:1

POLY II NOTES:

1. CONSTRUCT IN ACCORDANCE WITH CFR TITLE 49, PART 192 AND COMPANY'S GENERAL SPECIFICATIONS AND PROCEDURES.
2. CROSSINGS AT PUBLIC ROADS AND HIGHWAYS WILL MEET REQUIREMENTS OF TxDOT UAP/UAR (IF APPLICABLE).
3. MINIMUM COVER REQUIREMENTS TO TOP OF PIPE.*
   POLY II
   PARALLEL TO RIGHT-OF-WAY: 36" SOIL NOT TO EXCEED; 42" SOIL
   HIGHWAY CROSSING: 30" PAVEMENT NOT TO EXCEED: 60" PAVEMENT
   X-ING BAR DITCHES: 30" SOIL NOT TO EXCEED 48" SOIL WHERE PRACTICABLE
4. INHIBITOR: — GAL. METHANOL: — GAL.(ENTIRE LINE)
5. CATHODIC PROTECTION:
   ☐ ANODES: INSTALL_____ LB. ANODES PER DWG. STD
   ☐ RECTIFIER TO BE INSTALLED AFTER PROJECT COMPLETION.
   ☐ EXISTING CATHODIC PROTECTION TO BE USED.
   ☐ RECTIFIER TO BE INSTALLED AS PART OF CONSTRUCTION PROJECT.
   ☒ POLY SYSTEM, CATHODIC PROTECTION NOT REQUIRED.
6. ALL DISTANCES SHOWN ARE HORIZONTAL SURFACE DISTANCES.
7. PROPOSED AND KNOWN EXISTING PIPELINES ALONG WITH ALL KNOWN UNDERGROUND OBSTRUCTIONS TO BE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PREVIOUSLY UNDISCOVERED UNDERGROUND OBSTRUCTIONS.
8. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18" OPEN CUT/ 48" BORE OR HORIZONTAL DIRECTIONAL DRILL (HDD) CLEARANCE BETWEEN PIPELINE AND ALL UNDERGROUND OBSTRUCTIONS. IF ALL UNDERGROUND UTILITIES CAN BE LOCATED BY POT HOLING, THEN BORE OR HDD CLEARANCE MAY BE WAIVED TO 18" MINIMUM BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
9. NO DISTURBANCE WITHIN 3 FEET HORIZONTALLY OF EXISTING ATMOS ENERGY PIPELINES WITHOUT PRIOR APPROVAL BY ATMOS ENERGY. AN ATMOS ENERGY REPRESENTATIVE MUST BE PRESENT DURING ANY CONSTRUCTION ACTIVITIES AROUND OR OVER ATMOS ENERGY PIPELINES.
10. UNIVERSAL ENSCO, INC. MAKES NO WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE OR COMPLETE AS TO ANY AND ALL SUBSURFACE CONDITIONS. ANY RELIANCE CONTRACTOR PLACES ON THE INFORMATION CONTAINED HEREIN AS TO SUCH CONDITIONS IS DONE SO AT CONTRACTOR'S OWN RISK AND EXPENSE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.
11. THE CONTRACTOR SHALL CONTACT ATMOS ENERGY REPRESENTATIVE SHANE STARK (OFFICE: 512-310-3870) AT LEAST 72 HOURS (3 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY FOR LOCATION OF WATER AND SANITARY SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES.
12. THE CONTRACTOR SHALL CONTACT THE STATE ONE CALL SYSTEM AT 1-800-545-6005 AND DIG TESS AT 1-800-344-8377 AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES.
13. CONTRACTOR TO BUILD TO ELEVATIONS NOT DEPTH OF COVER.
14. CONTRACTOR TO GATHER AND DELIVER X-Y-Z AS-BUILT DIMENSIONS FOR ALL POINTS OF INFLECTION AND TIE-INS INCLUDING GPS DATA COLLECTIONS.
15. CONTRACTOR SHALL INSTALL APPROVED TRACING WIRE ALONG THE ENTIRE LENGTH AND ADJACENT TO POLYETHYLENE PIPE. TRACER WIRE TO BE INSTALLED APPROXIMATELY TWO TO FOUR INCHES FROM PIPE AND ON SAME APPROXIMATE ELEVATION AS PIPE. TRACER SHALL BE INSTALLED ALONG WITH POLYETHYLENE PIPE IN DIRECTIONAL BORES. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED TRACER WIRE TEST BOXES APPROXIMATELY EVERY 500 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
16. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED PIPELINE MARKERS (T-POST WITH BOLT ON SIGNS) APPROXIMATELY EVERY 400 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
17. CONTRACTOR TO COORDINATE WITH THE ON-SITE ATMOS ENERGY REPRESENTATIVE FOR IMPLEMENTATION OF THE SWPPP (IF REQUIRED).
18. THESE DRAWINGS ARE FOR REFERENCE ONLY. GAS LINE LOCATIONS AND OTHER MEASUREMENTS SHOWN ON THESE MAPS ARE APPROXIMATE. ATMOS ENERGY DOES NOT GUARANTEE THE ACCURACY OF THESE MAPS NOR DOES ATMOS ENERGY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR RELIANCE THEREON. ANY RELIANCE ON THIS INFORMATION IS DONE AT CONTRACTOR'S OWN RISK.
19. UNIVERSAL ENSCO, INC. ADDED THE PROPOSED ATMOS ENERGY PIPELINE TO THE EXISTING DRAWINGS PROVIDED BY PAGE SOUTHERLAND PAGE, LLP
20. IF VOIDS ARE ENCOUNTERED, EXCAVATION SHOULD STOP IMMEDIATELY AND CONTACT ATMOS REPRESENTATIVE MARY JOHNSON (OFFICE: 214-206-2863, CELL: 972-754-6220) TO PERFORM AN INVESTIGATION OF THE VOIDS.
21. CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED TO FILL FALSE HOLES CREATED FROM DIRECTIONAL DRILLS AFTER PIPE REMOVAL WITH FLOWABLE FILL.
22. CONTRACTOR VERIFY THE LOCATION, RELOCATION, ABANDONMENT, AND/OR TEMPORARY SUPPORT OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THE STRUCTURE AND EMBANKMENT AND COORDINATE THESE ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES, AGENCIES, AND/OR AUTHORITIES. FOR INFORMATION ON, AND RELOCATION OF, FIBER OPTIC CABLE. SEE EXISTING UTILITY SHEETS.

CITY OF ROUND ROCK GENERAL CONSTRUCTION NOTES:

1. WHILE WORKING WITHIN THE CITY RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENT, THE CONTRACTOR WILL BE REQUIRED TO COORDINATE HIS INSTALLATION ACTIVITIES THROUGH THE CITY ENGINEERING ENGINEER BILL STABLEIN AT 512-218-3237.
2. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY CITY UTILITIES (WATER AND/OR SEWER LINES) CONTRACTOR MAY USE THE INTERNET TO CONTACT DIG-TESS AT http://digtess.org
3. LANE CLOSURES ARE NOT ALLOWED IN INCLEMENT WEATHER OR IF THE PAVEMENT IS WET OR ICY.
4. THE UTILITY COMPANY OR ITS CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING THE CITY STREET FREE OF MUD, ROCKS AND GENERAL DEBRIS.
5. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN THE RIGHT-OF-WAY MUST BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING, AND BE PLACED AT LEAST 30' OFF THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB).
6. FIELD CREWS WILL NOT BE ALLOWED TO PARK THEIR VEHICLES WITHIN THE CITY RIGHT-OF-WAY.
7. BORE PITS LOCATED CLOSER THAN 30' FROM EDGE OF PAVEMENT MUST BE PROTECTED IN ACCORDANCE WITH THE TxMUTCD, LATEST EDITION. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING, CONES AND DRUMS.
8. ALL ASPHALT AND CONCRETE DRIVEWAYS LOCATED WITHIN THE CITY RIGHT-OF-WAY MUST BE BORED. AN EXCEPTION TO THIS RULE WILL BE ALLOWED, ONLY IF THE OWNER OF THE DRIVEWAY IS WILLING TO PROVIDE THE CITY A LETTER GRANTING THE CONTRACTOR PERMISSION TO OPEN CUT THEIR DRIVEWAY. THE LETTER MUST BE SIGNED AND REFLECT THE PROPERTY OWNER'S NAME, ADDRESS, AND PHONE NUMBER. THE CITY MAY CONTACT THE OWNER TO VERIFY THE LETTER'S ACCURACY.
9. TRAFFIC CONTROL MUST CONFORM TO CITY REQUIREMENTS AND RECOMMENDATIONS, AND SHOULD MEET OR EXCEED THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
10. THE UTILITY COMPANY AND/OR ITS CONTRACTOR MUST LOCATE EXISTING UTILITY LINES PRIOR TO DOING ANY GROUND WORK SUCH AS BORING, DIGGING, TRENCHING, OR DRILLING WITHIN THE RIGHT-OF-WAY.
11. THE CONTRACTOR WILL BE REQUIRED TO RESTORE THE GROUND TO ITS PRIOR STATE, TO THE EXTENT PRACTICABLE, AND REVEGETATE ALL DISTURBED AREAS.
12. THE CONTRACTOR MUST CONTACT THE CITY OF ROUND ROCK CHIEF CONSTRUCTION INSPECTOR @ 512-218-5555 48 HOURS (2 DAYS) PRIOR TO WORKING IN THE RIGHT-OF-WAY. THE CONTACT PERSON'S NAME AND PHONE NUMBER WILL BE SHOWN ON THE APPROVED UTILITY PERMIT REQUEST FORM.

POLY II PIPE TABLE

MARK	NOMINAL PIPE SIZE (INCHES)	D O.D. (in.)	t MIN. W.T. (in.)	DIAMETER RATIO D/R	S MIN. YIELD (PSI)	MAX. DESIGN PRESSURE (PSIG)	DESIGN MAOP (PSIG)	PSIG @ 100% S.M.Y.S.	MINIMUM TEST PRESSURE (PSIG)	MAXIMUM TEST PRESSURE (PSIG)	MINIMUM TEST DURATION HOURS	INTERNAL HOOP STRESS % S.M.Y.S.	PIPE LENGTH (FEET)
A	2	2.375	0.216	11.0	1250	80	60	250	120	130	*	24	170
B	4	4.50	0.409	11.0	1250	80	60	250	120	130	*	24	360

*TESTING SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 6, LATEST EDITION.
FUSION SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 3, LATEST EDITION.

EXHIBIT A

PRINCIPAL DESIGN EQUATION (BARLOW'S) FOR POLY II PIPE

$$P = 2 \times S \times \frac{t}{D-t} \times .32$$

WHERE:

P= DESIGN PRESSURE (PSIG)
S= MIN. YIELD STRENGTH (PSI)
D= NOMINAL OUTSIDE DIAMETER (IN.)
t= NOMINAL WALL THICKNESS OF PIPE (IN.)
MAOP= MAXIMUM ALLOWABLE OPERATING PRESSURE (PSIG)

2" POLY II

$$P = 2 \times 1250 \times \left[\frac{0.216 \text{ IN.}}{2.375 \text{ IN.} - 0.216 \text{ IN.}}\right] \times .32$$

P= 80 PSIG ALLOWABLE BY CALCULATION
P= 60 PSIG ACTUAL DESIGN MAOP

4" POLY II

$$P = 2 \times 1250 \times \left[\frac{0.409 \text{ IN.}}{4.50 \text{ IN.} - 0.409 \text{ IN.}}\right] \times .32$$

P= 80 PSIG ALLOWABLE BY CALCULATION
P= 60 PSIG ACTUAL DESIGN MAOP

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TEXAS P.E. NO. 68757

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STEEL PIPE TABLE

MARK	O.D. (in.)	WALL THKNS. (in.)	PIPE GRADE	CLASS LOC.	DESIGN FACTOR	PSIG @ 100% S.M.Y.S.	EXISTING MAOP (PSIG)	SYSTEM DESIGN PRESS (PSIG)	PIPE SEAM	INTERNAL HOOP STRESS % S.M.Y.S.	MAX TESTING REQUIREMENTS MIN. TEST PRESSURE (PSIG)	TEST PRESSURE (PSIG)	TEST DURATION (HOUR)	X-RAY %	COATING SPEC.	FIELD JOINT COATING	PIPE LENGTH (FEET)
C	4.50	0.237	B	CASING	–	–	–	–	ERW	–	–	–	–	–	FBE (14-16 MILS)	BARE	125
D	6.625	0.280	B	CASING	–	–	–	–	ERW	–	–	–	–	–	FBE (14-16 MILS)	BARE	60

WELDING SPECIFICATION : WPS-S42GA

**LIMITS BY 300 ANSI FLANGES
***ATMOS WPS-62GA, WPS-62GC, OR WPS-62GL

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GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
SOUTHWEST DOWNTOWN PHASE 3
GENERAL NOTES / PIPE DATA

WILLIAMSON COUNTY TEXAS

SCALE:	NONE	SHEET 2 OF 4	REV
DRAWING NO.	UEI-1569255-19722-1202		B

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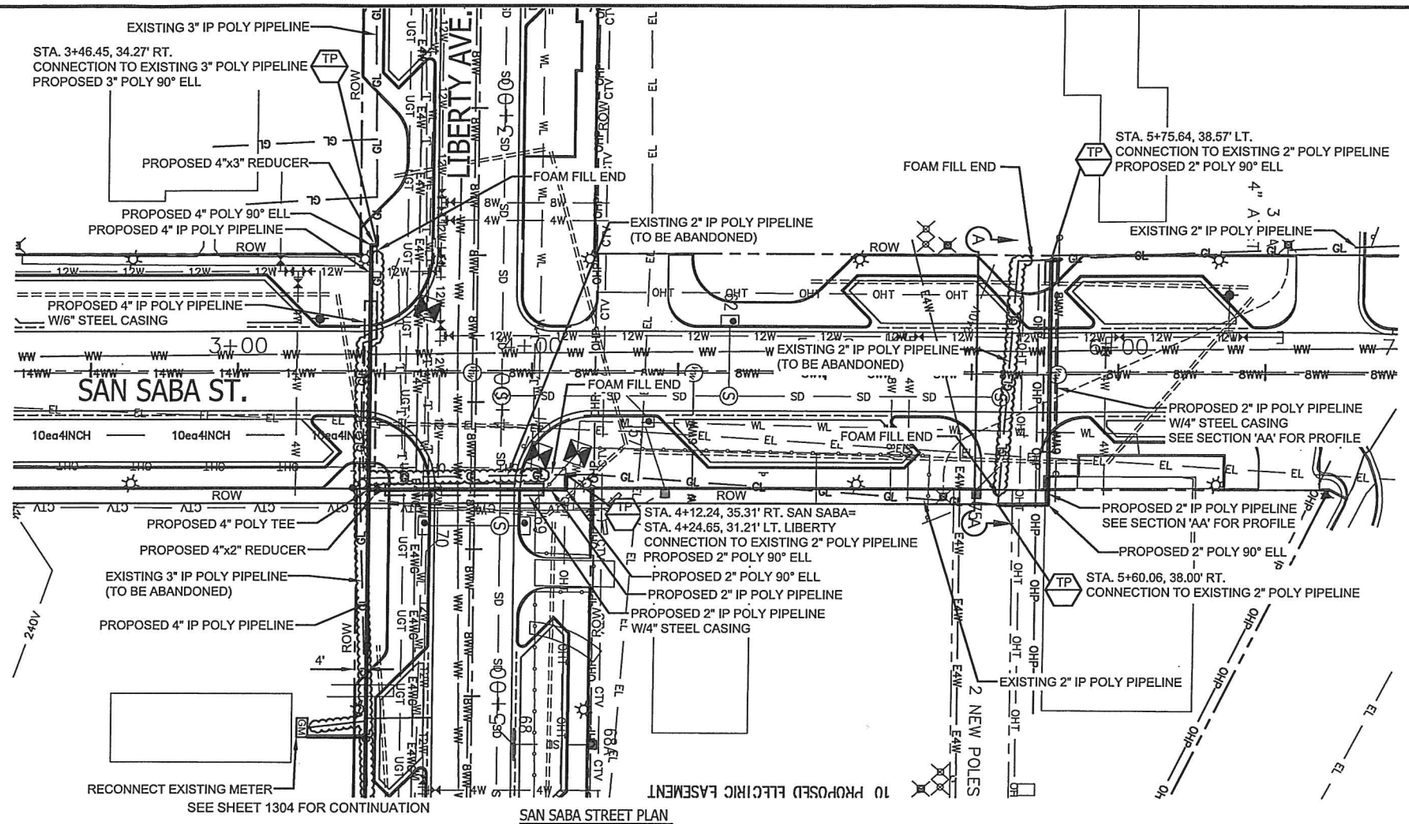
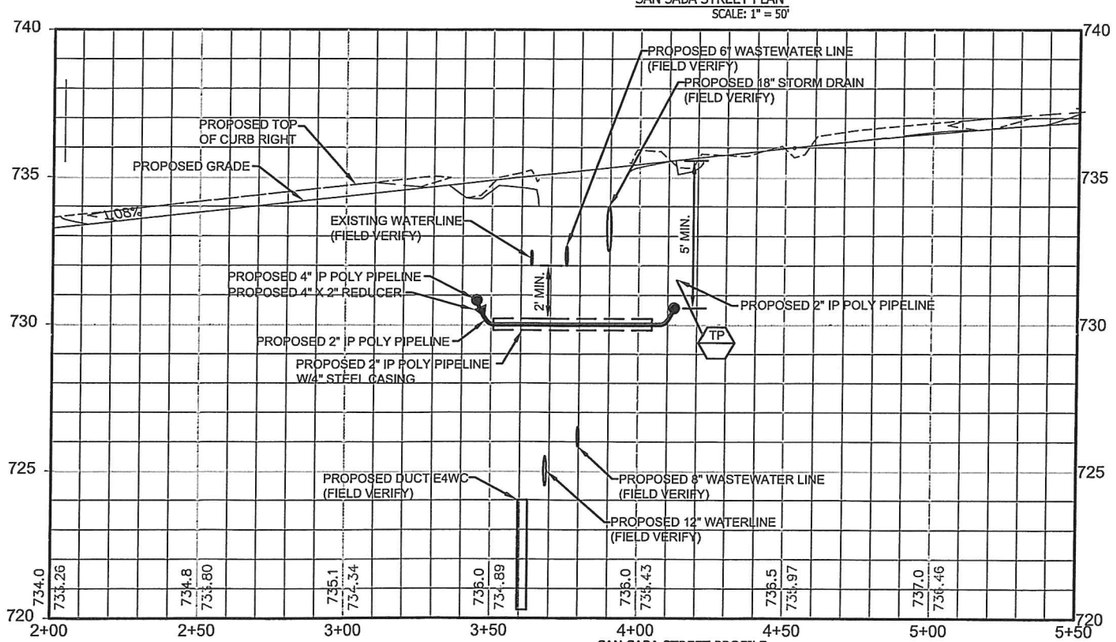
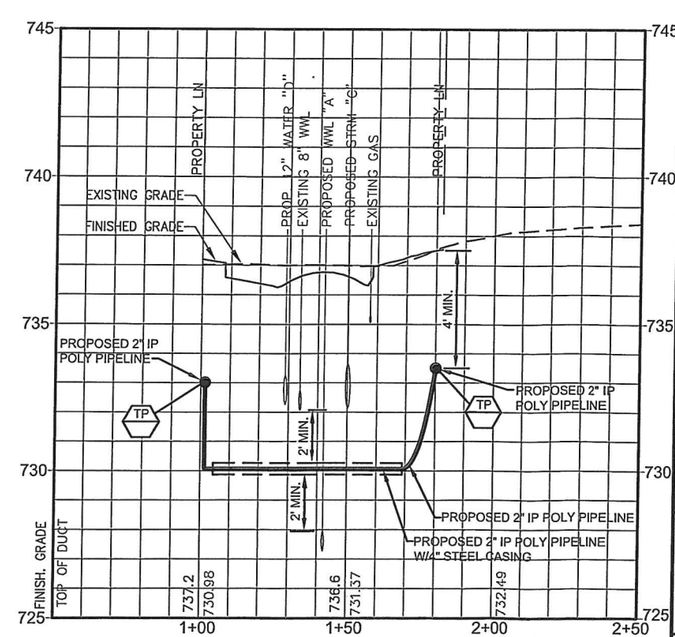
EXHIBIT A



SAN SABA STREET PLAN
SCALE: 1" = 50'



SAN SABA STREET PROFILE
SCALE: HORIZ: 1"=50'
VERT: 1"=5'



SECTION A-A
SCALE: HORIZ: 1"=50'
VERT: 1"=5'

0 50' 100'
SCALE: 1"=50' HORIZ.

0 5' 10'
SCALE: 1"=5' VERT.

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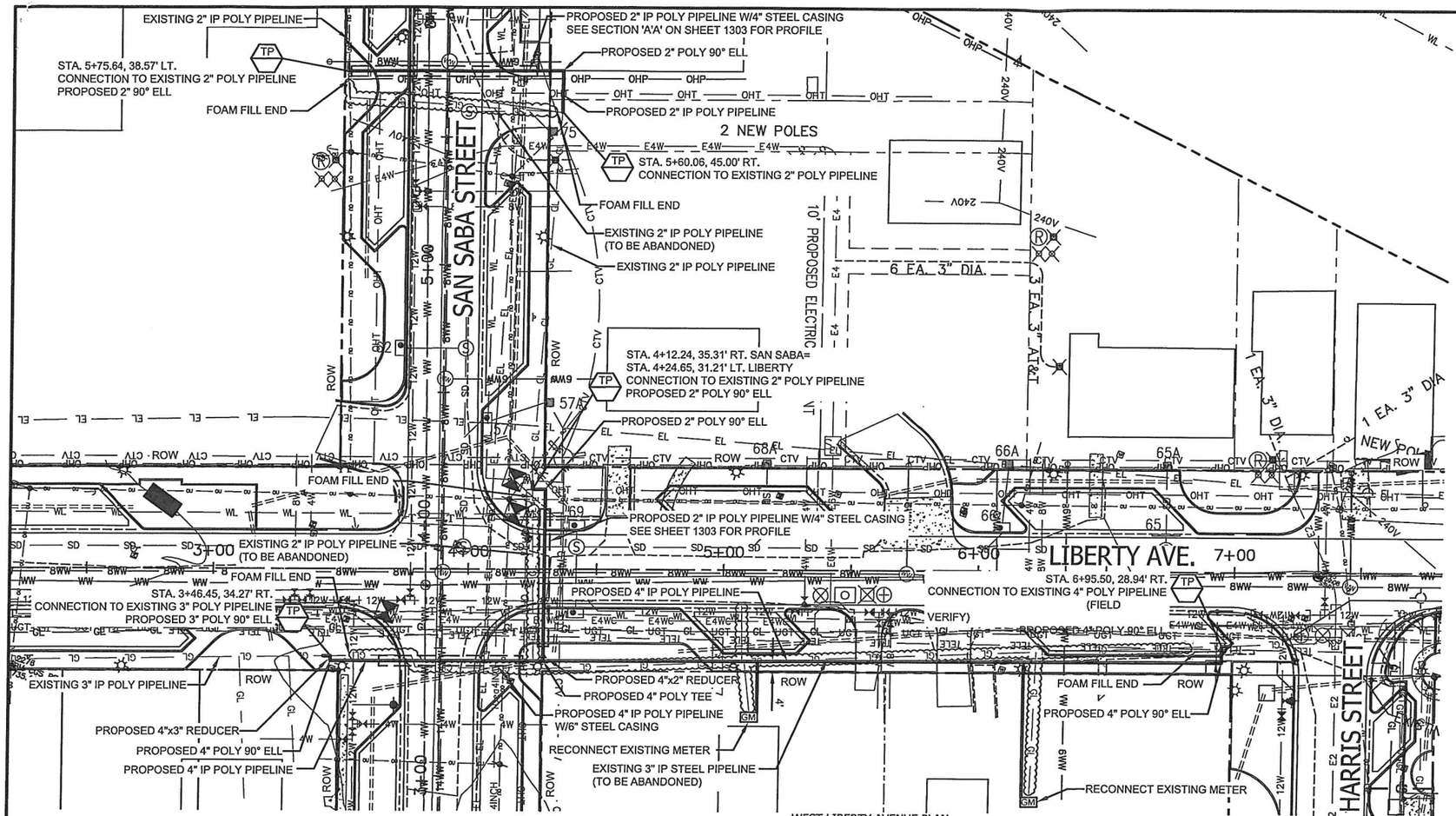
GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
SOUTHWEST DOWNTOWN PHASE 3
SAN SABA STREET - PLAN & PROFILE

WILLIAMSON COUNTY TEXAS

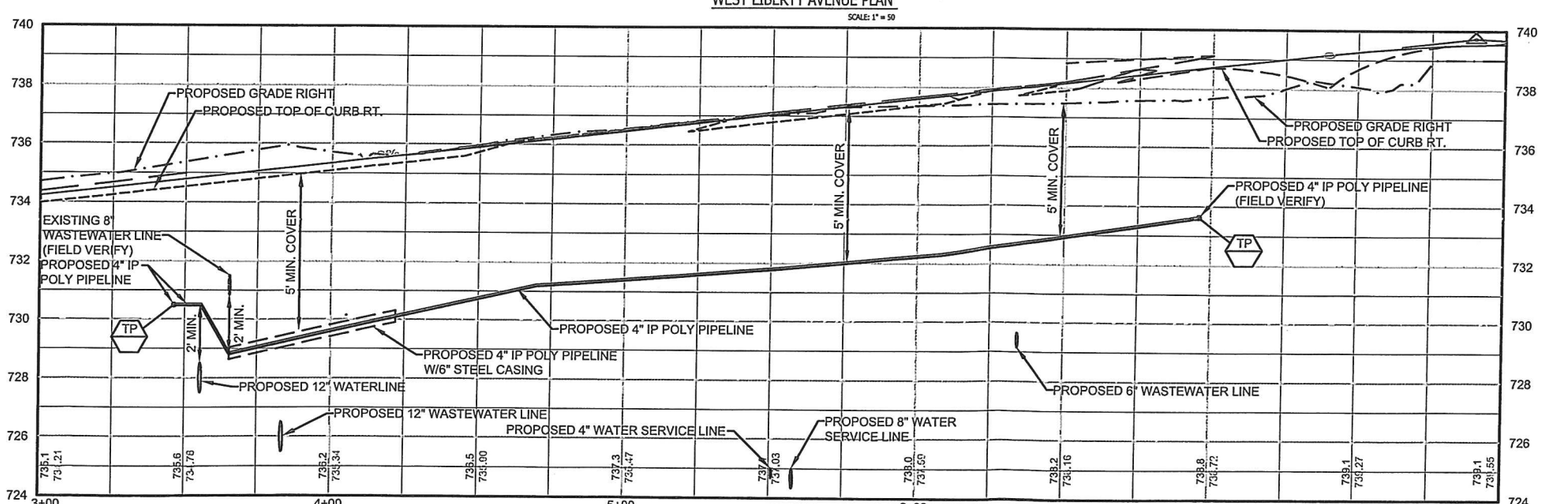
SCALE:	AS SHOWN	SHEET 3 OF 4	REV
DRAWING NO.	UEI-1843475-19722-1303		B

I:\ATMOS\19722 SA Downtown P. 3\UEI\TD\UEI-1843475-19722-1303.dwg, 2/4/2013 12:59:15 PM, jnc V37



WEST LIBERTY AVENUE PLAN

SCALE: 1" = 50



WEST LIBERTY AVENUE PROFILE

SCALE: HORIZ: 1"=50'
VERT: 1"=5'

EXHIBIT A

0 50' 100'
SCALE: 1"=50' HORIZ.

0 5' 10'
SCALE: 1"=5' VERT.

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GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
SOUTHWEST DOWNTOWN PHASE 3
WEST LIBERTY AVE. - PLAN & PROFILE

WILLIAMSON COUNTY TEXAS

SCALE:	AS SHOWN	SHEET 4 OF 4	REV
DRAWING NO.	UEI-1843475-19722-1304		B

EXHIBIT B

PROJECT COST ESTIMATE
SW Downtown Phase 3
City of Round Rock, TX (Williamson County)
Completed by: Ramon Martinez (UEI) (Config 1843475)
May 9, 2013

Complete Project
Ballpark Estimate Basis

MATERIAL

Qty	Unit	Description		Unit Cost		
500	feet	PIPE POLY 3/4 PE 2406 SDR11 500FT	$	0.28	/foot	$140.75
240	feet	PIPE POLY 2 PE 2406 SDR11 40FT	$	0.69	/foot	$165.12
640	feet	PIPE POLY 4 PE 2406 SDR11 40FT	$	2.55	/foot	$1,631.04
80	feet	PIPE ERW 6 X .280W CS BARE BEV DRL X42	$	13.12	/foot	$1,049.25
160	feet	PIPE ERW 4 X .237W CS BARE BEV DRL X42	$	7.69	/foot	$1,230.75
160	feet	PIPE ERW 2 X .154W CS BARE BEV DRL X42	$	3.54	/foot	$565.60
640	feet	WIRE #12 CU YLW SOLID THHN 500FT	$	0.14	/foot	$89.60
9	each	ELL BF 4 90 DEG PE 2406	$	10.20	/each	$91.80
1	each	ELL BF 4 45 DEG PE 2406	$	10.16	/each	$10.16
2	each	ELL BF 2 90 DEG PE 2406	$	3.23	/each	$6.46
1	each	TEE BF 4 PE 2406	$	11.98	/each	$11.98
1	each	REDUCER BF 4 X 2 PE 2406 CENTRAL 6910025	$	6.22	/each	$6.22
3	each	REDUCER BF 4 X 3 PE 2406 CENTRAL 691040321000	$	7.57	/each	$22.71
1	each	Small Dollar Material (estimated at 5% of listed material and includes small dollar items such as Cathodic Protection, P/L Markers, Pipe Coating, etc)		5.00%		$244.03
		Stores Loading		4.00%		$204.99
		Shipping/Transportation		4.00%		$204.99
		State Sales Tax		8.25%		$422.79
		Materials Overhead		0.00%		$0.00
		TOTAL MATERIAL COSTS				**$5,957.49**

COMPANY LABOR

80 hours	Operations	$	70.00	/hour	$5,600.00
40 hours	Engineering/Construction Management	$	70.00	/hour	$2,800.00
0 hours	Right-of-Way	$	70.00	/hour	$0.00
24 hours	Environmental - Review and Mgt.	$	70.00	/hour	$1,680.00
TOTAL COMPANY LABOR COSTS					**$10,080.00**

RIGHT-OF-WAY

0 day	Contract ROW Agent	$	750.00	/day	$0.00
TOTAL R-O-W COSTS (payments to landowners)					**$0.00**

CONSTRUCTION

750 feet	Installation of approx. 180' of 2" & 570' of 4"Poly by approved bore and/or open trench method includes, but not limited to stringing, fusing, boring, pullback, trenching, strength testing, backfill, hot tapping, restoring and reseeding	89.93 /foot	$67,450.00
4 each	Installation of four service lines and gas meters	1200.00 /each	$4,800.00
640 feet	Removal & hauloff and/or grout fill & abandon app. 640' of 2", 3" & 4" Poly and Steel pipe.	1.00 /foot	$640.00
	TOTAL CONSTRUCTION COSTS (per scope of work)		**$72,890.00**

CONTRACT EXPENSE

0 days	X-ray	$ 1,350.00 /day	$0.00
70 hours	Project Management	$ 118.00 /hour	$8,260.00
180 hours	Engineering	$ 99.00 /hour	$17,820.00
338 hours	Drafting	$ 96.00 /hour	$32,448.00
5 hours	Project Director (P.E. reviews and seals dwgs.)	$ 121.00 /hour	$605.00
2 hours	Project Controls Specialist	$ 99.00 /hour	$198.00
6 hours	Project Administrator	$ 58.00 /hour	$348.00
600 mile	Vehicle Mileage (Engineer)	$ 0.50 /mile	$300.00
1 week	Environmental Inspection	$ 1,025.00 /week	$1,025.00
0 day	3rd Party Inspection	$ 661.00 /day	$0.00
1 day	Survey (Pipeline Centerline Staking)	$ 2,000.00 /day	$2,000.00
TOTAL CONTRACT EXPENSE COSTS			**$63,004.00**

GAS LOSS

1 lot	Gas Loss/Alternate Fuel	$ - /lot	$0.00
TOTAL GAS LOSS COSTS			**$0.00**

TOTAL DIRECT COSTS	**$151,931.49**

Indirect

Corporate Overhead (Labor, Corp A&G, BU A&G)		$85,862.91
TOTAL INDIRECT COSTS		**$85,862.91**

Other

Franchise Fee	5%	$11,889.72
TOTAL OTHER		**$11,889.72**

TOTAL ESTIMATED PROJECT COSTS	**$249,684.11**

Assumptions/Comments

1) No waterbody crossings and does not include costs for karst discovery
2) Estimate does not include costs for holding schedule in extreme weather conditions
3) Construction Estimate does not include costs associated with SWPPP Permitting
4) Corporate Overhead Rate varies at time of item cost.
5) Contractor Construction Estimate Based on Bids Received 5/6/2013.

City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Waeltz & Prete, Inc. for the 24" Reuse Water Transmission Main - Phase 2 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Michael Thane, Director of Utilities and Environmental Services

Cost: $134,696.46

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Map

Text of Legislative File 13-387

The City has developed a master plan in order to build a reuse water system in the northeast area of Round Rock. This project, known as Phase 2 of the master plan, will connect at the termination point of the existing Phase 1 reuse line in Old Settlers Park and extend northward and connect to the existing Phase 3 reuse line near the intersection of A.W. Grimes and County Road 112. This Phase 2 project is the next step in the City's efforts in providing reuse water to this area of Round Rock.

In August of 2012, the City selected Waeltz & Prete, Inc. to design this project based on the 2012 General Utilities Professional Services Request for Qualifications. The original Contract with Waeltz & Prete was for a Preliminary Engineering Report and Feasibility Study that has been completed. That report determined the best route for the Phase 2 reuse line. This Supplemental Contract No. 1 is for the Design, Bidding, and limited Construction Phase services for the project which is approximately 11,500 feet of 24-inch reuse water line.

The City's Staff recommends approval of Supplemental Contract No. 1 with Waeltz & Prete, Inc. for the amount of $134,696.46. The City has received federal grants from the Bureau of Reclamation that will fund 25% of the total project cost. Supplemental Contract No. 1 increases the original contract of $25,910.52 to a total of $160,606.98.

Cost: $134,696.46
Source of funds: Self financed Water Construction

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services ("Contract") with Waeltz & Prete, Inc. for the 24" Reuse Water Transmission Main - Phase 2 Project, and

WHEREAS, Waeltz & Prete, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Waeltz & Prete, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Waeltz & Prete, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **WAELTZ & PRETE, INC.** **("Engineer")**
ADDRESS: **3000 Joe DiMaggio Blvd. #72, Round Rock, TX 78665**
PROJECT: **24" Reuse Water Transmission Main – Phase 2**

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Waeltz & Prete, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 23rd day of August, 2012 for the 24" Reuse Water Transmission Main – Phase 2 Project in the amount of $25,910.52; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $134,696.46 to a total of $160,606.98;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $134,696.46 the lump sum amount payable under the Contract for a total of $160,606.98, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

WAELTZ & PRETE, INC.

By: _____

VP WAELTZ & PRETE, INC

17 MAY 13

Date

CITY OF ROUND ROCK

By: _____

Alan McGraw, Mayor

_____

Date

APPROVED AS TO FORM:

_____

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT A
City Services

The following services shall be provided by the City of Round Rock for this project at no cost to the consultant or their sub-consultants:

1. The City will assign a Project Manager that will serve as a point of contact for the consultant for the duration of the contract. The Project Manager will assist the consultant with: requests for information; processing of periodic pay requests; and, answering consultant inquiries as they pertain to the analysis, design and/or construction of the project.

2. The City will assist the consultant with "Right of Entry" (ROE) to properties, as required.

3. A valid and current Tax Exempt Resale Certificate issued from the City of Round Rock for the purchase of taxable land surveying services as a component of their deliverables. A copy of this certificate will be forwarded to Inland Geodetics, LP in lieu of incurring sales tax charges for the boundary surveying portion of this proposal.

4. The City will make available to the consultant all information held by the City that the City in its sole discretion believes is germane to the project and will assist the consultant in the provision of his services. The City will provide one copy of said information to the consultant in a format deemed appropriate in the City's sole discretion. However, the City is not obligated to perform extensive research of its files or archives, and the information supplied to the consultant will be limited to readily retrievable and easily copied as determined by the City in its sole discretion.

ADDENDUM TO EXHIBIT B
Engineering Services

PHASE II: FINAL DESIGN, BIDDING, & CONSTRUCTION

1. PROJECT COORDINATION & MEETINGS:

a. Coordinate and meet with the project Surveyor for items such as schedule, horizontal/vertical controls, set survey limits, coordination of easement documents, and identify survey deliverables.
b. Coordinate and meet with the project Geotechnical Engineer for items such as schedule, boring locations, types of recommendations needed for the design work, and deliverables.
c. Project coordination meetings with the City of Round Rock throughout the design process (Assumes 4 meetings: 30%, 60%, 90%, 100%).

2. CONSTRUCTION PLANS:

Waeltz & Prete, Inc. shall prepare detailed construction plans and specifications for the project. The scope includes:

a. City of Round Rock general Construction Notes and Project Specific Notes.
b. Overall Project Utility Plan.
c. Erosion, Sedimentation, Tree Protection Plan.
d. Dimensional Control Plan.
e. Plan & Profiles for the reuse water line improvements.
f. Traffic Control Plan & Details, if required.
g. Construction Details, as required.
h. Prepare plan submittals at 30%, 60%, 90%, and 100%.
i. Revise "Engineer's Opinion of Probable Construction Cost" for each plan submittal.

3. STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

a. Prepare a SWPPP for the project.
b. Assist City of Round Rock/Contractor in filing Construction Site Notice and/or NOI's, as required.

4. PERMIT PROCESSING:

a. Process plans for approval through the City of Round Rock. (Includes 2 submittals, response to comments, and plan revisions, as required.)

5. BIDDING:

a. Preparation of the City of Round Rock's standard contract documents and specifications.
b. Issue addendums/clarifications, if required.
c. Attend and preside over the pre-bid conference & bidding opening.
d. Prepare bid tabulations and assist the City of Round Rock with the evaluation of bids and recommendation of the Contractor.

6. CONSTRUCTION PHASE:

a. Attend and preside over the preconstruction meeting.
b. Attend bimonthly project progress meetings (assumes 5 months construction).
c. Assist with pay application reviews and recommendations.
d. Review of submittals, shop drawings, and samples.
e. Respond to RFI's, if required.
f. Periodic site visits (Assumes 2 per month).
g. Preparation of final punch list.
h. Issue "Engineer's Concurrence Letter" at project completion.
i. Preparation of "Record Drawings". Waeltz & Prete will make changes to plans based upon Contractor's "mark-ups".

7. ARTERIAL 'A' ROUTE INVESTIGATION:

a. Prepare schematic horizontal design for the route investigation of Arterial 'A'.

8. TOPOGRAPHIC & BOUNDARY SURVEY:

Topographic surveying services to be provided by **Inland Geodetics, L.P.** as a sub-consultant to Waeltz & Prete, Inc.

a. The project Surveyor shall survey within the proposed limits of construction, as identified in the Feasibility Report. The field survey shall include; benchmark system at 1,000 foot intervals along the project route, edges of pavement, centerline, curb and gutter, drainage structures, ditches, hard surfacing, driveways, visible utilities, gas lines, signs, mailboxes, sidewalk, passing and no passing zones, metal beam guard fence (MBGF), gas lines, gas meters, manholes, trees above 8", and other general improvements.
b. The Surveyor shall process the collected information into a 1 foot contour DTM file in ACAD.
c. Preparation of up to 8 - Field Notes & Sketches for required permanent and temporary easements. Front end documents are to be provided by the City of Round Rock.

9. GEOTECHNICAL INVESTIGATION:

Geotechnical services to be provided by **Raba-Kistner Consultants, Inc.** as a sub-consultant to Waeltz & Prete, Inc.

a. The project Geotechnical Engineer's scope of service shall include soil borings, geotechnical analysis and report of findings within the project limits identified in the Preliminary Engineering Report.

10. REIMBURSABLE EXPENSES:

a. All copying, purchases of maps and documents, tax certificates, deeds, plats, printing of reports and plans, mailing, courier, express/overnight and other related expenses shall be charged at cost.

EXCLUSIONS

- Conflict Resolution
- Legal Lot Determinations
- Off-Site Designs of Any Nature
- Wastewater System Modeling
- Geotechnical Construction Testing Lab Services
- Environmental Studies, except as specified
- Construction Phase Services, except as specified
- Traffic Impact Analysis
- Gas, Tele/Comm, Electrical Design
- Construction Staking
- Subsurface Utility Engineering
- Governmental Fees & Fiscal
- Assembly and Recording of Legal Documents
- Preparation & Processing of Waivers, Variances or Exceptions

(End of Scope)

ADDENDUM TO EXHIBIT C
Work Schedule

PHASE II: FINAL DESIGN, BIDDING, & CONSTRUCTION

• Council Approval	05/23/13
• Notice to Proceed	05/24/13
• Topographic Survey	05/27/13-06/14/13
• Geotechnical Investigation	05/27/13-06/14/13
• 30% Construction Plans	05/27/13-06/14/13
• 60% Construction Plans	06/17/13-06/28/13
• 90% Construction Plans	07/01/13-07/12/13
• 100% Construction Plans	07/15/13-07/26/13
• Easement Preparation	06/28/13-07/26/13
• Bidding	07/29/13-08/13/13
o Advertise	08/01/13 & 08/08/13
o Accept Bids	08/13/13
• Council Approval	08/22/13
• Notice of Award – Contractor	08/23/13
• Construction Phase	09/02/13-02/02/13
o NTP	09/02/13
o Substantial Completion	02/02/14

ADDENDUM TO EXHIBIT D - FEE SCHEDULE

Task Description	PE	PD	EA	SCT	ECT	ADM
D.1 - Project Coord & Mtgs	36	0	10	0	0	0
D.2 - Construction Plans	110	0	276	0	0	0
D.3 - SWPPP	26	0	0	0	0	0
D.4 - Permit Processing	24	0	40	0	0	0
D.5 - Bidding	55	0	8	0	0	0
D.6 - Construction Phase	76	0	6	0	0	0
D.7 - Art 'A' Route Investigation	10	0	25	0	0	0
Total Hours	**337**	**0**	**365**	**0**	**0**	**0**
Salary Rate	$47.00	$32.00	$30.00	$25.00	$18.00	$18.00
Direct Labor Cost	$15,839.00	$0.00	$10,950.00	$0.00	$0.00	$0.00

Engineering Services Fee:

Task	Direct Labor	Overhead 1.57	Tot lab+OH	Fixed Fee 12%	Total Cost
D.1 - Project Coord & Mtgs	$1,992.00	$3,127.44	$5,119.44	$614.33	**$5,733.77**
D.2 - Construction Plans	$13,450.00	$21,116.50	$34,566.50	$4,147.98	**$38,714.48**
D.3 - SWPPP	$1,222.00	$1,918.54	$3,140.54	$376.86	**$3,517.40**
D.4 - Permit Processing	$2,328.00	$3,654.96	$5,982.96	$717.96	**$6,700.92**
D.5 - Bidding	$2,825.00	$4,435.25	$7,260.25	$871.23	**$8,131.48**
D.6 - Construction Phase	$3,752.00	$5,890.64	$9,642.64	$1,157.12	**$10,799.76**
D.7 - Art 'A' Route Investigation	$1,220.00	$1,915.40	$3,135.40	$376.25	**$3,511.65**
Total Engineering Fee	$26,789.00	$42,058.73	$68,847.73	$8,261.73	**$77,109.46**

Sub Consultant Fees:

D.8 - Inland Geodetics (Surveying)	**$49,487.00**
D.9 - Raba-Kistner, Inc. (Geotechnical)	**$5,600.00**

Reimbursable Expenses:

D.9 - Copying and Reproduction	**$2,500.00**

TOTAL FEE FOR BASIC SERVICES **$134,696.46**

Man-Hour Projection

Project: 24" Reuse Water Transmission Main - Phase 2

Waeltz & Prete, Inc.
Civil Engineers
05/06/2013

Phase: D.1 - Project Coordination & Meetings

PE = Project Engineer EA = Engineering Assistant ECT = Engineer CAD Tech
PD = Project Designer SCT = Senior CAD Tech ADM = Administrative

	Task Description:	PE	PD	EA	SCT	ECT	ADM		Total
a	Coordinate and meet with the project Surveyor for items such as schedule, horizontal/vertical controls, set survey limits, coordination of easement documents, and identify survey deliverables.	16		8					24
b	Coordinate and meet with the project Geotechnical Engineer for items such as schedule, boring locations, types of recommendations needed for the design work, and deliverables.	8		2					10
c	Project coordination meetings with the City of Round Rock throughout the design process (Assumes 4 meetings: 30%, 60%, 90%, 100%).	8							8
d	On-Call Meetings (Assumes 2 meeting throught the design process).	4							4
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
	Man-Hour Summary	36	0	10	0	0	0	0	46

Man-hour Projection
(Civil Scope)

Project: 24" Reuse Water Transmission Main - Phase 2

Waeltz & Prete, Inc.
Civil Engineers
05/06/2013

Phase: D.2 - Construction Plans

PE = Project Engineer EA = Engineering Assistant ECT = Engineer CAD Tech
PD = Project Designer SCT = Senior CAD Tech ADM = Administrative

	Task Description:	PE	PD	EA	SCT	ECT	ADM		Total
a	City of Round Rock & TCEQ general Construction Notes and Project Specific Notes.	2		8					10
b	Overall Project Utility Plan.	8		24					32
c	Erosion, Sedimentation, Tree Protection Plan.	8		16					24
d	Dimensional Control Plan.	8		16					24
e	Plan & Profiles for the reuse water line improvements.	40		120					160
f	Traffic Control Plan & Details, if required.	24		36					60
g	Construction Details, as required.	8		24					60
h	Prepare plan submittals at 30%, 60%, 90%, and 100%.	4		16					32
i	Revise "Engineer's Opinion of Probable Construction Cost" for each plan submittal.	8		16					24
									0
									0
									0
									0
									0
									0
	Man-hour Summary	110	0	276	0	0	0	0	386

Man-hour Projection
(Civil Scope)

Project: 24" Reuse Water Transmission Main - Phase 2

Waeltz & Prete, Inc.
Civil Engineers
05/06/2013

Phase: D.3 - Storm Water Pollution Prevention Plan (SWPPP)

PE = Project Engineer EA = Engineering Assistant ECT = Engineer CAD Tech
PD = Project Designer SCT = Senior CAD Tech ADM = Administrative

	Task Description:	PE	PD	EA	SCT	ECT	ADM		Total
a	Prepare a SWPPP for the project.	24							24
b	Assist City of Round Rock/Contractor in filing Construction Site Notice and/or NOI's, as required.	2							2
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
	Man-hour Summary	26	0	0	0	0	0	0	26

Man-hour Projection
(Civil Scope)

Project: 24" Reuse Water Transmission Main - Phase 2

Waeltz & Prete, Inc.
Civil Engineers
05/06/2013

Phase: D.4 - Permit Processing

PE = Project Engineer EA = Engineering Assistant ECT = Engineer CAD Tech
PD = Project Designer SCT = Senior CAD Tech ADM = Administrative

	Task Description:	PE	PD	EA	SCT	ECT	ADM		Total
a	Process plans for approval through the City of Round Rock and other governmental authorities that have jurisdiction. (Includes 2 submittals, response to comments, and plan revisions, as required.)	24		40					64
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
	Man-hour Summary	24	0	40	0	0	0	0	64

Man-hour Projection
(Civil Scope)

Project: 24" Reuse Water Transmission Main - Phase 2

Waeltz & Prete, Inc.
Civil Engineers
05/06/2013

Phase: D.5 - Bidding

PE = Project Engineer EA = Engineering Assistant ECT = Engineer CAD Tech
PD = Project Designer SCT = Senior CAD Tech ADM = Administrative

	Task Description:	PE	PD	EA	SCT	ECT	ADM		Total
a	Preparation of the City of Round Rock's standard contract documents and specifications.	40		8					48
b	Issue addendums/clarifications, if required.	4							4
c	Attend and preside over the pre-bid conference & bidding opening.	3							3
d	Prepare bid tabulations and assist the City of Round Rock with the evaluation of bids and recommendation of the Contractor.	8							8
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
	Man-hour Summary	55.0	0.0	8.0	0.0	0.0	0.0	0.0	63

Man-hour Projection
(Civil Scope)

Project: 24" Reuse Water Transmission Main - Phase 2

Waeltz & Prete, Inc.
Civil Engineers
05/06/2013

Phase: D.6 - Construction Phase

PE = Project Engineer EA = Engineering Assistant ECT = Engineer CAD Tech
PD = Project Designer SCT = Senior CAD Tech ADM = Administrative

	Task Description:	PE	PD	EA	SCT	ECT	ADM		Total
a	Attend and preside over the preconstruction meeting.	2							2
b	Attend bimonthly project progress meetings (assumes 5 months construction).	20							20
c	Assist with pay application reviews and recommendations.	10							10
d	Review of submittals, shop drawings, and samples.	16							16
e	Respond to RFI's, if required.	8							8
f	Periodic site visits (Assumes 2 per month).	10							10
g	Assist in preparation of Punch list.	6							6
h	Issue "Engineer's Concurrence Letter" at project completion.	2							2
i	Preparation of "Record Drawings". Waeltz & Prete will make changes to plans based upon Contractor's "mark-	2		6					8
									0
									0
									0
									0
									0
									0
									0
	Man-hour Summary	76.0	0.0	6.0	0.0	0.0	0.0	0.0	82

Man-hour Projection

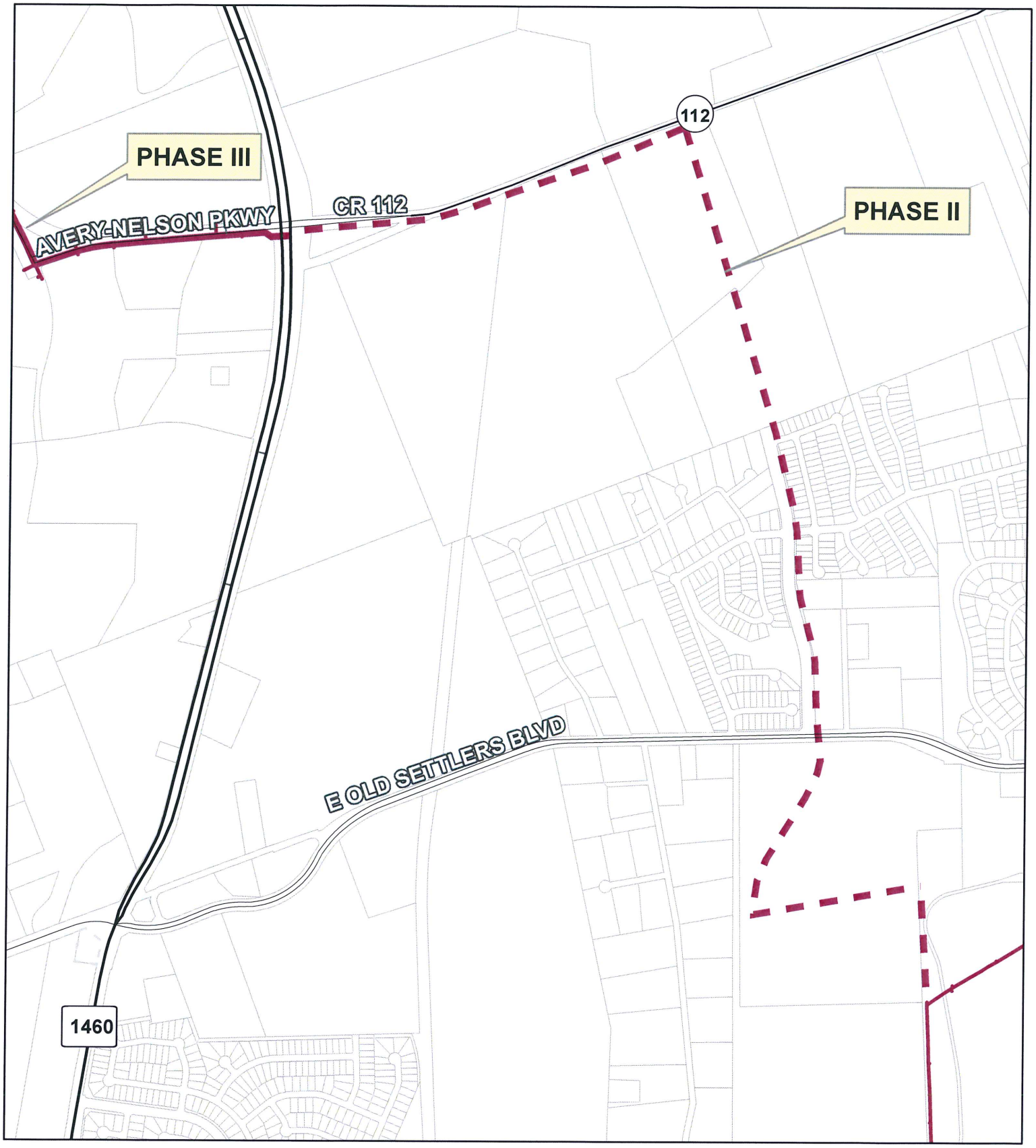
Project: 24" Reuse Water Transmission Main - Phase 2

Waeltz & Prete, Inc.
Civil Engineers
05/06/2013

Phase: D.7 - Arterial 'A' Route Investigation

PE = Project Engineer EA = Engineering Assistant ECT = Engineer CAD Tech
PD = Project Designer SCT = Senior CAD Tech ADM = Administrative

	Task Description:	PE	PD	EA	SCT	ECT	ADM		Total
a	Prepare Schematic Horizontal Designs for the Route Investigation of Arterial 'A'	10		25					35
									0
									0
									0
									0
									0
									0
									0
									0
	Man-hour Sub -Total	10	0	25	0	0	0	0	35



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24 INCH REUSE WATER TRANSMISSION LINE PHASE 2

ROUND ROCK GIS TEXAS

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City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute the Second Amendment to Interlocal Agreement with Williamson County to add acreage to the County's exclusive jurisdiction.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Michael Thane, Director of Utilities and Environmental Services

Cost: $0.00

Indexes:

Attachments: Resolution, Exhibit A

Text of Legislative File 13-405

In October 2002, the City approved an Interlocal Agreement required by and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791 Texas Government Code and House Bill 1445 with the County. The purpose of this Interlocal Agreement was to identify the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.

In April 2006, the City and County amended the Interlocal Agreement to add additional acreage to be within the County's exclusive jurisdiction.

The City and County now desire to amend the Interlocal Agreement again to include additional acreage which includes the Paloma Lake and Siena Municipal Utility Districts.

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock has previously entered into an Interlocal Agreement ("Agreement") with Williamson County for the purpose of identifying the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City, and

WHEREAS, the City now desires to enter into a Second Amendment to the Interlocal Agreement with Williamson County to include additional acreage, and said additional acreage shall be within the County's exclusive jurisdiction, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the Second Amendment to Interlocal Agreement with 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT
"A"

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO AN INTERLOCAL AGREEMENT ("Second Amendment") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791 Texas Government Code and House Bill 1445 ("HB 1445"), now codified in Sec. 242.001(c) Texas Local Government Code between the CITY OF ROUND ROCK, TEXAS ("City") , a Texas Home Rule municipality of the State of Texas, and the COUNTY OF WILLIAMSON, TEXAS ("County"), a political subdivision of the State of Texas.

WHEREAS, on the 24th day of October, 2002, in Resolution No. R-02-10-24-11D1, the City approved an Interlocal Agreement ("Interlocal Agreement") with the County for the purpose of identifying the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, on the 17th day of December, 2002, the County approved the same Interlocal Agreement; and

WHEREAS, on the 13th day of April, 2006 the City and on the 18th day of April 18, 2006 the County approved an Amendment (the "2006 Amendment") to Interlocal Agreement which amended the Interlocal Agreement to add additional acreage to be within the County's exclusive jurisdiction; and

WHEREAS, the City and the County now desire to amend the Interlocal Agreement and the 2006 Amendment to include additional acreage, as described in Exhibit "A", attached hereto and incorporated herein, so that said additional acreage shall be within the County's exclusive jurisdiction, as described herein.

NOW THEREFORE, it is agreed by the City of Round Rock, Texas, and Williamson County, Texas, that the Interlocal Agreement and the 2006 Amendment between the City of Round Rock and Williamson County, as described above, shall be amended as follows:

1. The Interlocal Agreement and the 2006 Amendment are hereby amended to include the additional acreage as described in Exhibit "A" herein. Therefore, the County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits pertaining to said properties and the City shall not exercise any of these functions related to said properties.

2. All other provisions of the Interlocal Agreement and 2006 Amendment shall remain in full force and effect.

3. *Miscellaneous.*

a. This Second Amendment expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this Second Amendment or the Interlocal Agreement at anytime.

b. This Second Amendment has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Second Amendment shall be constructed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.

d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here to from and this Second Amendment shall be constructed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

e. This Second Amendment is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Second Amendment shall be effective as of the ___ day of _____, 2013.

g. This Second Amendment shall be subject to review and revision one year after approval by the parties.

(SIGNATURES ON FOLLOWING PAGES)

APPROVED BY THE CITY COUNCIL FOR THE CITY OF ROUND ROCK, TEXAS, in its meeting held on _____ day of _____, 2013, and executed by its authorized representative.

CITY OF ROUND ROCK, TEXAS

By: _____
ALAN McGRAW, Mayor

ATTEST:

_____
SARA WHITE, City Clerk

APPROVED BY THE COMMISSIONS' COURT FOR WILLIAMSON COUNTY, TEXAS, in its meeting held on the _____ day of _____, 2013, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Dan Gattis, Sr.
County Judge

ATTEST:

_____
_____, _____

EXHIBIT "A"
TO THE
SECOND AMENDMENT TO INTERLOCAL AGREEMENT

Jurisdiction over the platting and subdivision of the following lands which lie within the City of Round Rock ETJ and also located within Williamson County, Texas shall be granted to Williamson County:

1. All lands located within Paloma Lake Municipal Utility District No. 1;

2. All lands located within Paloma Lake Municipal Utility District No. 2;

3. All lands located within Siena Municipal Utility District No. 1; and

4. All lands located within Siena Municipal Utility District No. 2.

City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute an Agreement to Share Costs with the Brazos River Authority for an engineering study related to the return of water to the Colorado River basin.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Michael Thane, Director of Utilities and Environmental Services

Cost: $60,000.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A

Text of Legislative File 13-408

Round Rock currently has water under contract with the Brazos River Authority (BRA) that was made available under HB1437 that allows up to 25,000 acre-feet of water to be transferred from the Colorado Basin to the Brazos Basin. Of the 25,000 acre-feet, Round Rock has 20,928 acre-feet of this water under contract.

Because there is currently a 25% surcharge on the contracted water from Lake Travis, the City is working with the BRA and the Lower Colorado River Authority on conducting a study to identify ways to offset future rising water costs as a result of No-Net-Loss from the HB1437 water.

On May 26, 2011, the BRA and City awarded a contract to K. Friese and Associates to assist with the developing options that will allow the BRA and Round Rock to return water to the Colorado Basin to meet the No-Net-Loss requirement. This contract was between the BRA and K. Friese for a contract that was a not-to-exceed amount of $100,000. Round Rock agreed to pay to the BRA 50% of the costs associated with the study. The BRA and City have received the various options provided by K. Friese for this initial contract and now would like to further evaluate the next steps in pursuing the options that could ultimately limit future rising water costs to the City. This contract for the next steps will be for an amount not-to-exceed $120,000, and will be shared at 50% each between the BRA and City.

Cost: $60,000.00
Source of funds: Utility Fund

Staff recommends approval.

RESOLUTION NO. R-13-06-13-___

WHEREAS, the City of Round Rock ("City") has water under contract with the Brazos River Authority ("BRA") that was made available pursuant to '8503.029, Texas Special District Local Laws Code (the "Code"), and which water is physically located in Lake Travis, Colorado River Basin, and

WHEREAS, the City desires to enter into an agreement with the BRA regarding a study to evaluate the options for meeting the "No-Net Loss" terms associated with '8503.029(a)(3)(B) of the Code, 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 to Share Costs with the Brazos River Authority, 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 13th day of June, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT "A"

AGREEMENT TO SHARE COSTS

This Agreement to Share Costs ("Agreement") is made and entered into pursuant to Section 49.213 of the Texas Water Code and Section 552.001 of the Texas Local Government Code, on this the ____ day of _____, 2013 (the "Effective Date") by and between the Brazos River Authority ("BRA"), a river authority of the State of Texas, and the City of Round Rock ("Round Rock"), a Texas home rule city (collectively the "Parties").

Recitals

WHEREAS, Round Rock has water under contract with the BRA made available pursuant to §8503.029 of the Texas Special District Local Laws Code, which water is physically located in Lake Travis, Colorado River basin; and

WHEREAS, the BRA has contracted for such water and pays all cost associated with such water to the Lower Colorado River Authority and

WHEREAS, Round Rock has expressed interest in working with the BRA to evaluate the options for meeting the 'No Net Loss' terms associated with §8503.029 (a)(3)(B), and previously entered into an agreement with BRA to conduct a study of such terms ("Study"); and

WHEREAS, Phase I of the Study is complete and Round Rock and the BRA have agreed to proceed with Phase II of the Study; and

WHEREAS, both Parties have agreed to equally share in the Phase II Study costs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Section I. Agreement

1.1 BRA shall hire K. Friese and Associates to complete the scope of work for Phase II of the Study set forth in Exhibit "A", attached hereto and incorporated by reference herein for all purposes, at a cost not to exceed $120,000.00.

1.2 BRA will work with Round Rock to ensure that the work identified in Exhibit "A" is completed in a timely fashion.

1.3 Round Rock agrees to pay to the BRA, upon receipt of an appropriate invoice, the sum of money which represents 50 percent of the costs associated with the work to be performed as described in Section 1, above.

Section II. Miscellaneous

2.1 Entire Agreement: The terms and provisions of this Agreement contain the entire agreement between BRA and Round Rock with respect to the matters addressed above.

2.2 Severability: The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be deemed to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

2.3 Amendments: No modification, addition, deletion, revision, or other change to this Agreement shall be effective unless such change is reduced to writing and executed by both BRA and Round Rock.

2.4 Assignability: This Agreement shall bind the Parties and their legal successors, but shall otherwise not be assignable by the Parties without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

2.5 Governing Law: This Agreement shall be governed by the Constitution and laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

2.6 Venue: Venue for any action arising hereunder shall be in Williamson County, Texas.

2.7 Third Party Beneficiaries: Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

2.8 Relationship of Parties: This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. Except as is expressly agreed to in writing in this Agreement, no Party (or any of its agents, officers, or employees) has any power to assume or create any obligation on behalf of the other Party.

2.9 Notices: All notices, communications, invoices, bills, and reports required under the Agreement shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested at the addresses shown below, unless and until

either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

P.O. Box 7555
4600 Cobbs Drive
Waco, Texas 76714

If intended for Round Rock, to:

City Manager
221 E. Main Street
Round Rock, Texas 78664

2.10 Term: This Agreement shall commence on the Effective Date and continue until the completion of the work described in Exhibit "A".

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

By: _____
PHILLIP FORD
Title: **GENERAL MANAGER/CEO**

Date: _____

CITY OF ROUND ROCK

By: _____
ALAN MCGRAW, MAYOR

Date: _____

Exhibit A
Scope of Work

Exhibit A-1
Scope of Work

Section I. Phase 2 Scope of Services. The following outlines the Scope of Services for Phase 2 of the HB 1437/No Net Loss Project:

1.1 Strategies selected from the Preferred Replacement Strategies list from the Phase I report will be developed to a greater level of detail so that the strategies can be ranked according to evaluation criteria.

1.2 ENGINEER shall conduct a Kick-Off Meeting with the BRA and customers to review the scope of services and discuss roles of the BRA, customers, and ENGINEER. The meeting location for all BRA and customer meetings shall be in Georgetown or Round Rock, unless agreed otherwise between the Parties. We will define deliverables and discuss the project schedule. Phase 1 draft evaluation factors to be used in preparation of the draft project feasibility summaries shall also be discussed and refined at the Kick-Off Meeting. Currently the factors that ENGINEER shall research and include in each project feasibility summary include:

i. Projected volume/yield analysis including a 3-year moving average;

ii. Implementation analysis including permitting requirements and durations, contracting requirements and a project implementation schedule;

iii. Cost analysis including capital and annual operating and maintenance costs;

iv. Review of environmental issues including evaluation of impacts to environmental flows, review of impacts to endangered or protected species habitat and a review to identify regulatory issues;

v. Evaluate financial, political and technical risks;

a. Financial risks include cost uncertainty in capital costs or long term maintenance costs,
b. Political risks include uncertainties regarding stakeholder groups, contracting or partnerships,
c. Technical risks include uncertainties in volume yield, schedule implementation, and permitting.

1.3 ENGINEER shall coordinate with the BRA and customers to develop a water demand projection timetable for when the BRA will use Colorado Basin water and when

the replacement strategies must be available for the transfer back to the Colorado Basin.

1.4 ENGINEER shall develop a project feasibility summary of the Short Term Strategy – HB1437 Agricultural Conservation Water. ENGINEER shall:

i. Review reports for the agricultural conservation work completed with HB1437 funds and grants to evaluate the water available for credit;

ii. Evaluate the duration that the existing agricultural conservation water is available and projections for future conservation; and

iii. Perform an evaluation of the financial, political and technical risks upon finalization of the evaluation metrics and criteria.

ENGINEER shall not review project costs or preparation of cost analysis as this strategy is funded by the HB1437 water surcharge fees. Neither shall Engineer review of environmental impacts or regulatory issues as this strategy is a credit program managed by the LCRA.

1.5 ENGINEER shall develop a project feasibility summary of the Short Term Strategy - Unused City of Corpus Christi (COCC) Garwood Water Right. This includes one meeting with the COCC in Corpus Christi. ENGINEER shall:

i. Coordinate with the COCC to discuss and evaluate what the potential project volume/yield will be;

ii. Discuss with the COCC their plans to finalize the permit for the Garwood Water Right diversion point as well as the schedule for when the COCC plans to use the Garwood Right. Discuss and evaluate the potential contracting terms and conditions such as durations and rates;

iii. Use the contract terms and water rates provided by the COCC in developing the cost analysis for this strategy;

iv. Perform a review of the potential impacts to environmental flows and report on other regulatory issues identified;

v. Perform an evaluation of the financial, political and technical risks upon finalization of the evaluation metrics and criteria.

1.6 ENGINEER shall develop a project feasibility summary of the Long Term Strategy - Brushy Creek Wastewater System Effluent. ENGINEER shall develop summaries for two options for the point of return flow: (1) discharge transferred directly from the Brushy Creek Regional Wastewater Treatment Plant ("BCRWWTP") to Wilbarger Creek, and (2) discharge transferred via bed and banks of Brushy Creek to an intake downstream and subsequently to Cottonwood Creek. This Task includes two meetings with the TCEQ and four meetings with BCRWW system entities.

i. ENGINEER shall evaluate the origin and quantity of water available for transfer from the BCRWWTP for participating entities: City of Austin, Brushy Creek MUD, Fern Bluff MUD, City of Leander, City of Cedar Park, and City of Round Rock. ENGINEER shall coordinate with BRA to determine the amount of Brazos Basin water available for transfer out of the basin. The evaluation of yield for the Wilbarger Creek and Cottonwood Creek options will include two scenarios for losses: (1) project yield will consider losses from the source to delivery at the Colorado River tributary (2) project yield will include estimates of losses from the source to the Colorado River.

ii. ENGINEER shall coordinate with each of the BCRWWTP entities to discuss their interest of contracting with the BRA and to evaluate the potential contracting terms and conditions such as durations and rates;

iii. ENGINEER shall prepare two project sizing and cost scenarios: (1) project facilities sized for the BRA HB1437 replacement water (2) upsizing of the project to include LCRA participation to transfer the City of Leander effluent to the Colorado Basin. ENGINEER shall use the contract terms and water rates provided by the BCRWWTP entities in developing the cost analysis for this strategy;

iv. ENGINEER shall evaluate the applicability and impacts of the potential inter-basin transfer, bed and banks, discharge and water quality permits with the TCEQ; review proposed project infrastructure locations for potential impacts to threatened and endangered species habitats; review other potential environmental issues; and evaluate the proposed BBASC environmental flow criteria for base flows on the available supply from the project for the scenarios that discharge to Brushy Creek. This analysis assumes that pulse flow e-flow criteria do not apply. (Note: e-flow criteria have not been adopted for the Brazos basin to date. Criteria adopted for other basins exclude pulse flow criteria for smaller projects. Also, it is unclear whether reuse projects would be required to meet pulse criteria.); and

v. ENGINEER shall perform an evaluation of the financial, political and technical risks upon finalization of the evaluation metrics and criteria.

1.7 ENGINEER shall develop the project feasibility summary of the Long Term Strategy - BRA Supply from Wallis to Lakeside Irrigation District. There are two scenarios for the replacement strategy from the Brazos River at Wallis. One is the transfer of water to the Lakeside Irrigation District to satisfy peak season irrigation demands. The second is the transfer of available water to the Colorado River throughout the year. The difference in these two scenarios will be water availability and infrastructure sizing.

i. ENGINEER shall coordinate with the BRA to determine the amount of water available for transfer. The BRA will provide criteria for Brazos River water availability at Wallis for both the peak irrigation and the year-round scenarios. ENGINEER modeling of Brazos water availability is included in the fee as an additional service;

ii. ENGINEER shall gather available data for the Lakeside irrigation district to develop project delivery and demand assumptions. ENGINEER shall also investigate operations and contracting for the two scenarios;

iii. ENGINEER shall develop costs for both scenarios;

iv. ENGINEER shall review the implications of the inter-basin transfer; review proposed project infrastructure locations for potential impacts to threatened and endangered species habitats; review other potential environmental issues; evaluate the impacts of the recommended Brazos BBASC e-flow criteria on the two project scenarios. This analysis will consider impacts of the base flow criteria and high pulse flow criteria (if applicable) on project supply and availability; and

v. ENGINEER shall perform an evaluation of the financial, political and technical risks upon finalization of the evaluation metrics and criteria.

1.8 Following the preliminary draft of the project feasibility summaries, ENGINEER shall meet with the BRA and customers to review and finalize the evaluation metrics and criteria from Item 1. This Task includes one meeting.

1.9 ENGINEER shall prepare a report documenting Phase 2 of the Project for review and comment including a discussion of the evaluation criteria from Item 7 for each replacement strategy. This Task includes one meeting.

1.10 After incorporating comments, ENGINEER shall prepare a Final Report including a Scope of Services for Phase 3 This Task includes one final meeting.

ATTACHMENT B-1

HB 1437 / No Net Loss Phase 2
Brazos River Authority
Total Manpower / Budget Estimate

	Task	Project Principal hrs	Project Manager hrs	Project Engineer hrs	CAD Tech hrs	Admin hrs	Total hrs	KFA Labor Cost $	Expenses Cost $	FNI Cost $	Total Cost $
1	Kick-off Meeting	4	5	5		1	15	$2,361	$50	$1,176	$3,587
2	Replacement Schedule		4	12			16	$2,122		$0	$2,122
3	Short Term Strategy - Ag Conservation		4	12			16	$2,122		$1,568	$3,690
4	Short Term Strategy - Unused Corpus Garwood	8	16	24	4		52	$7,617	$200	$12,010	$19,827
5	Long Term Strategy - BCRWWTP Effluent		24	48	4		76	$10,261	$50	$7,774	$18,085
6	Long Term Strategy - BRA at Wallis		48	24	4		76	$11,902	$50	$9,242	$21,194
7	Finalize Evaluation Criteria	4	8	16		2	30	$4,248	$50	$1,568	$5,866
8	Draft Report and Meeting	4	12	32	16	4	68	$8,171	$50	$11,030	$19,251
8	Final Report and Meeting	4	12	32	8	4	60	$7,565	$50	$6,389	$14,004
9	Project Management	8	24	16		8	56	$8,375		$3,425	$11,800
	Project Totals	**32**	**157**	**221**	**36**	**19**	**465**	**$64,744**	**$500**	**$54,182**	**$119,426**
	Additional Services										
6b	Long Term Strategy - BRA at Wallis - Modeling			40			40	$4,621	$0	$4,621	$9,242
	Project Totals	**32**	**157**	**261**	**36**	**19**	**505**	**$69,365**	**$500**	**$58,802**	**$128,668**

K✦FRIESE
& ASSOCIATES, INC.

City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance amending Chapter 44, Sections 44-29 and 44-30, Code of Ordinances (2010 Edition), regarding water and sewer service to wholesale customers (First reading) (Requires two readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Cheryl Delaney, Finance Director

Cost:

Indexes:

Attachments: Ordinance

Text of Legislative File 13-412

The utility rate model is a tool used by the City of Round Rock to conduct periodic reviews of the water and wastewater rates charged to all utility customer classes. The model takes a comprehensive look to ensure the City is recovering costs needed to fund capital improvement programs, increasing system demands and operational pressures. In 2009, the wholesale customer class was placed under a three year phase-in plan for rates that would bring the class to recover its FY 2010 cost of service by FY 2012.

In spring 2013, the City updated its comprehensive water and wastewater utility rate model with the consulting firm of Black and Veatch. The results of the updated study indicated wholesale water and wastewater revenues require increases for FY 2014, FY 2015, and FY 2016. These proposed wholesale increases are necessary to bring the wholesale customer class revenues to match cost of service delivered. The City held meetings in April to discuss the results with each wholesale customer.

The proposed wholesale rate increase will be effective October 1 each year and will affect both the water and wastewater components of the utility bill.

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 44, SECTIONS 44-29 AND 44-30, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING RATES FOR WATER AND SEWER SERVICE TO WHOLESALE CUSTOMERS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 44, Section 44-29(h), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-29. - Water.

(h) *Rates for water service to wholesale customers.*

(1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.

(2) The monthly base charge and the volumetric charge for water to wholesale customers is as follows:

~~a. Effective October 1, 2011.~~

~~1. Aqua Texas, Inc.~~
~~Base Charge $4,185.00~~
~~Volume Charge 2.12~~

~~2. Fern Bluff Municipal Utility District~~
~~Base Charge $19,900.00~~
~~Volume Charge 2.18~~

~~3. Paloma Lake Municipal Utility District #1~~
~~Base Charge $1,500.00~~
~~Volume Charge 2.05~~

~~4. Paloma Lake Municipal Utility District #2~~
~~Base Charge $1,500.00~~
~~Volume Charge 2.05~~

~~5. R&R Mobile~~
~~Base Charge $850.00~~
~~Volume Charge 1.90~~

~~6. Walsh Ranch Municipal Utility District~~
~~Base Charge $2,600.00~~
~~Volume Charge 2.35~~

~~7. Williamson County Municipal Utility District #9~~
~~Base Charge $10,750.00~~
~~Volume Charge 2.50~~

~~8. Williamson County Municipal Utility District #10~~
~~Base Charge $12,000.00~~
~~Volume Charge 2.20~~

~~9. Williamson County Municipal Utility District #11~~
~~Base Charge $10,250.00~~
~~Volume Charge 2.25~~

a. Effective October 1, 2013.

1. Aqua Texas, Inc.
Base Charge $3,435.00
Volume Charge 2.55

2. Fern Bluff Municipal Utility District
Base Charge $19,480.00
Volume Charge 2.55

3. Paloma Lake Municipal Utility District #1
Base Charge $3,690.00
Volume Charge 2.55

4. Paloma Lake Municipal Utility District #2
Base Charge $2,805.00
Volume Charge 2.55

5. R&R Mobile
Base Charge $670.00
Volume Charge 2.55

6. Walsh Ranch Municipal Utility District
Base Charge $4,015.00
Volume Charge 2.55

7. Williamson County Municipal Utility District #10
Base Charge $13,280.00
Volume Charge 2.55

8. Williamson County Municipal Utility District #11
Base Charge $13,490.00
Volume Charge 2.55

9. Vista Oaks Municipal Utility District
Base Charge $9,850.00
Volume Charge 2.55

b. Effective October 1, 2014

1. Aqua Texas, Inc.
Base Charge $3,538.00
Volume Charge 2.63

2. Fern Bluff Municipal Utility District

Base Charge	$20,064.00
Volume Charge	2.63

3. Paloma Lake Municipal Utility District #1

Base Charge	$3,801.00
Volume Charge	2.63

4. Paloma Lake Municipal Utility District #2

Base Charge	$2,889.00
Volume Charge	2.63

5. R&R Mobile

Base Charge	$690.00
Volume Charge	2.63

6. Walsh Ranch Municipal Utility District

Base Charge	$4,135.00
Volume Charge	2.63

7. Williamson County Municipal Utility District #10

Base Charge	$13,678.00
Volume Charge	2.63

8. Williamson County Municipal Utility District #11

Base Charge	$13,895.00
Volume Charge	2.63

9. Vista Oaks Municipal Utility District

Base Charge	$10,146.00
Volume Charge	2.63

c. Effective October 1, 2015

1. Aqua Texas, Inc.

Base Charge	$3,644.00
Volume Charge	2.71

2. Fern Bluff Municipal Utility District

Base Charge	$20,666.00
Volume Charge	2.71

3. Paloma Lake Municipal Utility District #1

Base Charge	$3,915.00
Volume Charge	2.71

4. Paloma Lake Municipal Utility District #2

Base Charge	$2,976.00
Volume Charge	2.71

5. R&R Mobile

Base Charge	$711.00
Volume Charge	2.71

6. Walsh Ranch Municipal Utility District

Base Charge	$4,259.00
Volume Charge	2.71

7. Williamson County Municipal Utility District #10
Base Charge $14,088.00
Volume Charge 2.71

8. Williamson County Municipal Utility District #11
Base Charge $14,312.00
Volume Charge 2.71

9. Vista Oaks Municipal Utility District
Base Charge $10,450.00
Volume Charge 2.71

II.

That Chapter 44, Section 44-30(e), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-30. - Sewer

(e) *Rates for sewer service to wholesale customers*. The monthly volumetric charge for sewer service to wholesale customers, per 1,000 gallons of water used in accordance with each entity's respective contractual obligation, is as follows:

~~(1) *Effective October 1, 2010.*~~

~~a. Paloma Lake Municipal Utility District #1~~
~~Volume Charge $3.77~~

~~b. Paloma Lake Municipal Utility District #2~~
~~Volume Charge $3.77~~

~~c. R&R Mobile~~
~~Volume Charge $3.60~~

~~d. Walsh Ranch Municipal Utility District~~
~~Volume Charge $3.77~~

~~e. Williamson County Municipal Utility District #9~~
~~Volume Charge $3.50~~

~~f. Williamson County Municipal Utility District #10~~
~~Volume Charge $3.60~~

~~g. Williamson County Municipal Utility District #11~~
~~Volume Charge $3.60~~

(1) *Effective October 1, 2013.*

a. Paloma Lake Municipal Utility District #1
Volume Charge $4.43

b. Paloma Lake Municipal Utility District #2
Volume Charge $4.43

c. R&R Mobile
Volume Charge $4.43

d. Siena Municipal Utility District #1
Volume Charge $4.43

e. Siena Municipal Utility District #2
Volume Charge $4.43

f. Walsh Ranch Municipal Utility District
Volume Charge $4.43

g. Williamson County Municipal Utility District #10
Volume Charge $4.43

h. Williamson County Municipal Utility District #11
Volume Charge $4.43

i. Vista Oaks Municipal Utility District
Volume Charge $4.43

(2) *Effective October 1, 2014.*

a. Paloma Lake Municipal Utility District #1
Volume Charge $4.52

b. Paloma Lake Municipal Utility District #2
Volume Charge $4.52

c. R&R Mobile
Volume Charge $4.52

d. Siena Municipal Utility District #1
Volume Charge $4.52

e. Siena Municipal Utility District #2
Volume Charge $4.52

f. Walsh Ranch Municipal Utility District
Volume Charge $4.52

g. Williamson County Municipal Utility District #10
Volume Charge $4.52

h. Williamson County Municipal Utility District #11
Volume Charge $4.52

i. Vista Oaks Municipal Utility District
Volume Charge $4.52

(3) *Effective October 1, 2015.*

a. Paloma Lake Municipal Utility District #1
Volume Charge $4.66

b. Paloma Lake Municipal Utility District #2
Volume Charge $4.66

c. R&R Mobile
Volume Charge $4.66

d. Siena Municipal Utility District #1
Volume Charge $4.66

e. Siena Municipal Utility District #2
Volume Charge $4.66

f. Walsh Ranch Municipal Utility District
Volume Charge $4.66

g. Williamson County Municipal Utility District #10
Volume Charge $4.66

h. Williamson County Municipal Utility District #11
Volume Charge $4.66

i. Vista Oaks Municipal Utility District
Volume Charge $4.66

II.

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

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

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

READ and **APPROVED** on first reading this the _____ day of _____, 2013.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance amending Chapter 36, Section 36-154, Code of Ordinances (2010 Edition), regarding wastewater system connection. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/13/2013

Dept Director: Michael Thane, Director of Utilities and Environmental Services

Cost: $0.00

Indexes:

Attachments: Ordinance

Text of Legislative File 13-406

This ordinance amends Chapter 36, Section 36-154 in the 2010 Edition of the Code of Ordinances regarding wastewater system connections. This amendment describes the wastewater connection requirements for sewer service provided in the City Limits as well as within the City's extraterritorial jurisdiction.

When connecting to the City's wastewater system, the sewage system must meet the requirements of the City of Round Rock and the Texas Commission on Environmental Quality (TCEQ). If not connecting to the City's wastewater system, the alternative sewage disposal system must meet the requirements of the TCEQ and must also be approved by the County health department before an approval can be made by the planning and zoning commission.

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 36, SECTION 36-154, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING WASTEWATER SYSTEM CONNCECTION; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 36, Section 36-154, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 36-154. - Wastewater system.

(a) *Sewer service to each lot inside City Limits; connection with wastewater system required.*

(1) Connection ~~with a TCEQ-approved~~ to the City's wastewater system shall be required except where the ~~city council~~ Director of Utilities determines that such connection would require unreasonable expenditure of funds when compared with alternate methods of sewage disposal. Where alternative sewage disposal is permitted, the plans for such system must meet the requirements of the TCEQ and be approved by the county health department, prior to approval of the final plat by the planning and zoning commission.

(2) The developer shall install all wastewater mains and lines necessary to serve each lot. The developer shall install necessary on-site and off-site wastewater mains and shall extend service to all lots, terminating each service with a cap. For the orderly extension of wastewater lines as established in the water and wastewater master plan, the developer shall install wastewater mains to the boundaries of his final plat for future connection by the development of the abutting land. For multifamily and nonresidential plats, services to the lots shall connect at manholes.

(b) *Sewer service to property in the City's Extraterritorial Jurisdiction; connection to approved wastewater system required.*

(1) Connection to either the City's wastewater system or a TCEQ approved wastewater system shall be required. If the City's wastewater system is not utilized, the alternative sewage disposal system must meet the requirements of the TCEQ and be approved by the county health department prior to approval of the final plat by the planning and zoning commission.

(~~b~~c) *Developer to submit certificate.* The developer's engineer shall include a statement with the wastewater system plans that the wastewater system meets the requirements of this section and complies with the rules and regulations established by the TCEQ.

(~~c~~d) *Design and construction criteria.* All wastewater systems shall be designed and constructed in accordance with the design and construction standards and conform with the TCEQ design criteria in the Texas Administrative Code, as amended.

II.

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

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

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

READ and **APPROVED** on first reading this the _____ day of _____, 2013.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2013.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk