

# **City Council**

# **Meeting Agenda**

Alan McGraw, Mayor
George White, Mayor Pro-Tem, Place 2
Craig Morgan, Place 1
Frank Leffingwell, Place 3
Will Peckham, Place 4
Writ Baese, Place 5
Kris Whitfield, Place 6

Thursday, October 8, 2015

7:00 PM

City Council Chambers, 221 East Main St.

- 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. PRESENTATIONS:

- E.1 <u>2015-2883</u> <u>Consider a presentation recognizing 2015 Local Legend Award recipients.</u>
- E.2 2015-2904 Consider a presentation from Williamson County Commissioner Lisa
  Birkman regarding the County's RM 620 project and the Brushy Creek
  Regional Trail projects.

## F. CONSENT AGENDA:

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

F.2 2015-2915 Consider approval of the minutes for the September 17, 2015 Special
Called Meeting and September 24, 2015 Special Called and Regular City
Council Meetings.

F.1	2015-2902	Consider a resolution authorizing the Mayor to execute an Interlocal Contract with the Capital Area Emergency Communications District (CAECD) for the FY 2016 Public Safety Answering Point (PSAP) Maintenance, Equipment and Training.	
G.	RESOLUTIONS:		
G.1	2015-2755	Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement and an accompanying Work Made for Hire Agreement with Arsenal Advertising, LLC for branding and marketing services.	
G.2	2015-2925	Consider a resolution authorizing the Mayor to execute a real estate contract with North Mays, Ltd. for the purchase of property located at 500 North Mays Street.	
G.3	2015-2886	Consider a resolution authorizing the City Manager to execute a letter terminating the contract with Redflex Traffic Systems, Inc.	
G.4	2015-2890	Consider a resolution authorizing the Mayor to execute Quantity  Adjustment/Change Order No. 1 with APAC Texas, Inc Wheeler  Companies for the 2014 Street Maintenance Program (Overlay) Project.	
G.5	<u>2015-2926</u>	Consider a resolution nominating a representative for the Williamson Central Appraisal District Board of Directors.	
G.6	2015-2928	Consider a resolution nominating a representative for the Travis Central Appraisal District Board of Directors.	
G.7	2015-2896	Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances (2010 Edition), by amending Chapter 18, regarding food establishment fees.	
Н.	ORDINANCES:		
H.1	<u>2015-2895</u>	Consider an ordinance amending Chapter 18, Code of Ordinances (2010 Edition), regarding food establishments. (First Reading)*	
H.2	2015-2825	Consider public testimony regarding and an ordinance rezoning 35.77 acres from the C-1 (General Commercial) and PV (Palm Valley Overlay) zoning districts to the PUD (Planned Unit Development) No. 102 zoning district known as the Diamond Oaks PUD. (First Reading)*	
H.3	2015-2826	Consider public testimony regarding and an ordinance approving  Amendment No. 2 to the PUD (Planned Unit Development) No. 40 zoning  district known as the Kenney Fort PUD. (First Reading)*	
I.	APPOINTMEN	TS:	
I.1	2015-2914	Consider one appoinment of a representative to the Capital Area Council of Governments General Assembly to fill a vacancy.	

I.2 2015-2903 Consider the approval of the Mayor's appointment of officers to the Round Rock Transportation and Economic Development Corporation.

#### J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

#### K. EXECUTIVE SESSION:

2015-2887

Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to a distribution and logistics company seeking to possibly locate a facility in the City.

#### L. ADJOURNMENT

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

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed 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 2nd day of October 2015 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



# **Agenda Item Summary**

Agenda Number: E.1

**Title:** Consider a presentation recognizing 2015 Local Legend Award recipients.

**Type:** Presentation

Governing Body: City Council

Agenda Date: 10/8/2015

**Dept Director:** Brad Wiseman

Cost:

Indexes:

Attachments:

**Department:** Planning and Development Services Department

#### Text of Legislative File 2015-2883

The Historic Preservation Commission (HPC) created the Local Legend Award in 1990 and announced the first recipients the next year. The Local Legend Award recognizes individuals, families, businesses, groups, publications or organizations that have had a positive and lasting impact on the culture, development, and history of Round Rock. Award winners are selected based on the following criteria:

- Importance to the City's founding or growth;
- Association with an historic place or event;
- Impact of service to the community's history, development or culture;
- Achievements that have brought honor and distinction to the City of Round Rock.

For the past several years, recipients have been selected by a Historic Preservation Commission-appointed citizen commitee. This year the Committee included Kami Barron, Martha Chavez, Jesus Franco, Jennifer Henderson, Dana Oglesby, Dora Owens, Dale Ricklefs, and Audrey Simmons. The Committee's selections were affirmed by the Historic Preservation Commission at their August 18th work session. Recipients of the Local Legend Award receive a certificate, are honored by the City Council, and their names are added to a perpetual plaque which includes all previous winners. HPC Chairman Jerry Hodges will present the awards to this year's recipients.



# **Agenda Item Summary**

Agenda Number: E.2

Title: Consider a presentation from Williamson County Commissioner Lisa

Birkman regarding the County's RM 620 project and the Brushy Creek

Regional Trail projects.

**Type:** Presentation

Governing Body: City Council

**Agenda Date: 10/8/2015** 

**Dept Director:** 

Cost:

Indexes:

**Attachments:** 

**Department:** Administration

Text of Legislative File 2015-2904



# **Agenda Item Summary**

Agenda Number: F.2

Title: Consider approval of the minutes for the September 17, 2015 Special

Called Meeting and September 24, 2015 Special Called and Regular City

Council Meetings.

Type: Minutes

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 091715 Draft Minutes, 092415 Draft Special Called Minutes, 092415 Draft

Minutes

Department: City Clerk's Office

Text of Legislative File 2015-2915



# Meeting Minutes - Draft City Council

# **Special Called Meeting**

Thursday, September 17, 2015

## CALL SESSION TO ORDER - 5:00 P.M.

The Round Rock City Council met in Special Session on Thursday, September 17, 2015 in the City Council Chambers at 221 E. Main Street.

Mayor McGraw called the meeting to order at 5:16 p.m.

#### **ROLL CALL**

Present: 6 - Mayor Alan McGraw

Councilmember Craig Morgan Councilmember Frank Leffingwell Councilmember Will Peckham Councilmember Writ Baese Councilmember Kris Whitfield

Absent: 1 - Mayor Pro-Tem George White

# **PUBLIC HEARINGS:**

Consider public testimony regarding the 2015 Property Tax Rate for the City of Round Rock. (Second Public Hearing)

Susan Morgan, CFO, made the staff presentation.

Mayor McGraw opened the hearing for public testimony.

Pat Cavanaugh, 2001 Laura Court, spoke regarding the proposed tax rate.

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 5:30 p.m.



# Meeting Minutes - Draft City Council

# **Special Called Meeting**

Thursday, September 24, 2015

## **CALL SESSION TO ORDER**

The City Council met in Special Session on Thursday, September 24, 2015 in the

City Council Chambers at 221 E. Main Street.

Mayor McGraw called the meeting to order at 6:35 p.m.

#### **ROLL CALL**

Present: 7 - Mayor Alan McGraw

Mayor Pro-Tem George White Councilmember Craig Morgan Councilmember Frank Leffingwell Councilmember Will Peckham Councilmember Writ Baese Councilmember Kris Whitfield

Councilmember Kris White

Absent: 0

# PRESENTATIONS:

C.1 2015-2885 Consider a presentation regarding a Legislative Update from Randy

Cain and Julia Acevedo.

Randy Cain and Julia Acevedo presented the Council with an overview of the

Legislative Session and bills that affected the City.

#### **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:01 p.m.



# Meeting Minutes - Draft City Council

Thursday, September 24, 2015

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

The City Council met in regular session in the City Council Chambers located at 221, E. Main Street.

Mayor McGraw called the meeting to order at 7:03 p.m.

#### **ROLL CALL**

Present: 7 - Mayor Alan McGraw

Mayor Pro-Tem George White Councilmember Craig Morgan Councilmember Frank Leffingwell Councilmember Will Peckham Councilmember Writ Baese Councilmember Kris Whitfield

Absent: 0

# **PLEDGES OF ALLEGIANCE**

Mayor McGraw, along with Will Williams and Rainbow led the following Pledges of Allegiance:

United States Texas

# CITIZEN COMMUNICATION

Floyd Akers, Pflugerville, spoke to the City Council regarding the Scenic Hill Country Program.

#### PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1	<u>2015-2888</u>	Consider a special presentation regarding will williams receiving the
		Governor's Lone Star Achievement Award.

Mayor McGraw honored Will Williams for the award he received from the Governor and presented him with some gifts from the City.

E.2 2015-2868 Consider proclaiming September 26, 2015 as "Public Safety Day" in

the city of Round Rock.

Mayor McGraw read the proclamation and presented it to Laurie Hadley, representative of the Lion's Club and also to Chief Banks and members of the Bound Book Bolice Department

Round Rock Police Department.

## **E.3** <u>2015-2869</u>

Consider proclaiming October 6, 2015 as "National Night Out" in the city of Round Rock.

Mayor McGraw read the proclamation and presented it Chief Banks and members of the Round Rock Police Department.

#### **CONSENT AGENDA:**

A motion was made by Councilmember Writ Baeseseconded by Councilmember Will Peckham to approve the consent agenda. The motion carried by the following vote:

Ave: 7 -

Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0
Absent: 0

F.1 <u>2015-2870</u>

Consider approval of the minutes for the September 10, 2015 City Council meeting.

This item was approved under the consent agenda

**F.2** 2015-2795

Consider an ordinance designating the intersection of Main Street and Burnet Street as an all-way stop intersection. (Second Reading)

This item was approved under the consent agenda.

# **RESOLUTIONS:**

**G.1** 2015-2850

Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction for the FM 3406/Sports Center Wastewater Improvements Project.

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

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

Aye: 7 -

Mayor McGraw Mayor Pro-Tem White

Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

**Nay**: 0

Absent: 0

#### **G.2** 2015-2846

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 Crown Investments, LLC, a California limited liability company, located at 325 University Boulevard, necessary for the construction of improvements to University Blvd., and take other appropriate action (Parcel 17).

Gary Hudder, Transportation Director and Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

Nay: 0
Absent: 0

#### **G.3** 2015-2863

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Ave: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

**Nay:** 0 **Absent:** 0

## **G.4** <u>2015-2860</u>

Consider a resolution authorizing the Mayor to execute an Administration and Funding Agreement for the City of Round Rock Economic Development Program with the Round Rock Chamber of Commerce and the Round Rock Transportation and Economic Development Corporation.

Susan Morgan, CFO, made the staff presentation.

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

Aye: 7 -

Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0
Absent: 0

#### **G.5** 2015-2839

Consider a resolution authorizing the dissolution of the Behrens Ranch Public Improvement District and to execute a Release of Assessment Lien for the Behrens Ranch Public Improvement District.

Susan Morgan, CFO, made the staff presentation.

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

Aye: 7 -

Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

**Nay:** 0 **Absent:** 0

#### **G.6** 2015-2864

Consider a resolution approving the FY 2015-2016 Operating Budget for the Round Rock Transportation and Economic Development Corporation.

Susan Morgan, CFO, made the staff presentation.

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

Aye: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

Nay: 0
Absent: 0

# **G.7** <u>2015-2866</u>

Consider a resolution approving the FY 2015-2016 Self-Funded Health Insurance Budget.

Susan Morgan, CFO, made the staff presentation.

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

Aye: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

**Nay:** 0 **Absent:** 0

## **ORDINANCES:**

# **H.1** 2015-2819

Consider an ordinance adopting the FY 2015-2016 Annual Budget for the City of Round Rock. (Second Reading)

Susan Morgan, CFO, made the staff presentation.

A motion was made by Councilmember Morgan, seconded by Councilmember Whitfield, that this Ordinance be adopted on second reading. The motion carried by the following vote:

Aye: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

Nay: 0
Absent: 0

## H.2 <u>2015-2823</u>

Consider an ordinance adopting the 2015 Property Tax Rate for the City of Round Rock. (Second Reading)

Susan Morgan, CFO, made the staff presentation.

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Morgan, moved that the property tax rate be increased by the adoption of the tax rate of \$0.41465, which is effectively a 7.83 percent increase in the tax rate. The motion carried by the following vote:

Ave: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

**Nay**: 0

Absent: 0

### **H.3** 2015-2861

Consider repealing Ordinance No. O-2015-2724 annexing city-owned land located near the intersection of Creek Bend Boulevard and Hairy Man Road. (First Reading)\*

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

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

Ave: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

**Nay:** 0

Absent: 0

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

Aye: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese Councilmember Whitfield

Nay: 0

Absent: 0

#### COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

### **EXECUTIVE SESSION:**

The Council recessed to Executive Session.

Mayor McGraw called the meeting to order at 7:47 p.m. and adjourned it at 9:25 p.m.

**J.1** 2015-2887 Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to a

distribution and logistics company seeking to possibly locate a facility

in the City.

J.2 2015-2760 Consider Executive Session as authorized by §551.087 and §551.072

Government Code, to deliberate the offer of a financial or other incentive to encourage economic development in the City and related

to the City's property located at 115 E. Bagdad.

#### **ACTION RELATIVE TO EXECUTIVE SESSION:**

K.1 2015-2899 Consider possible action(s) related to the offer of a financial or other incentive related to the possible sale of the City's property located at

115 E. Bagdad, formerly known as the "Gypsum Tract."

A motion was made by Councilmember Whitfield, seconded by Mayor Pro-Tem White, to authorize and direct the City Manager to negotiate an economic development package with Lovett for the former Gypsum property, located at 115 E. Bagdad. The motion carried by the following vote:

Ave: 7 - Mayor McGraw

Mayor Pro-Tem White Councilmember Morgan Councilmember Leffingwell Councilmember Peckham Councilmember Baese

Councilmember Whitfield

**Nay:** 0

Absent: 0

There being no further business, the meeting adjourned at 9:30 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



# **Agenda Item Summary**

Agenda Number: F.1

**Title:** Consider a resolution authorizing the Mayor to execute an Interlocal Contract with the Capital Area Emergency Communications District (CAECD) for the FY 2016 Public Safety Answering Point (PSAP)

Maintenance, Equipment and Training.

Type: Resolution

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Allen Banks, Chief of Police

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A

**Department:** Police Department

#### Text of Legislative File 2015-2902

This annual, interlocal contract provides for the City's participation in the regional enhanced 9-1-1 system. The contract allows the City to maintain its PSAP, upgrade 9-1-1 equipment, and train personnel to operate the system. Under the terms of the agreement, the district compensates the City \$5,000 for the purchase of operational supplies.

This is a regular renewal whose term runs from October 1, 2015, through September 30, 2016.

Staff recommends approval.

**RESOLUTION NO. R-2015-2902** 

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local

governments and agencies of the state to enter into agreements with one another to perform

governmental functions and services, and

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Contract with the

Capital Area Emergency Communications District regarding the FY 2016 Public Safety Answering

Point Maintenance, Equipment, and Training in the Next Generation 9-1-1 emergency communications

system, 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 Interlocal

Contract for Public Safety Answering Point Maintenance, Equipment and Training with the Capital

Area Emergency Communications District, 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 8th day of October, 2014.

	ALAN MCGRAW, Mayor	
	City of Round Rock, Texas	
ATTEST:		
SARA L. WHITE, City Clerk	_	



# CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

# INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

# **Section 1. Parties and Purpose**

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. CAECD has developed a *Strategic Plan* to establish and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. The City of **Round Rock** ("Public Agency") is a Texas home-rule municipality that operates one or more Public Safety Answering Points (PSAPs) that participates in the district as authorized by Chapter 772 of the Health and Safety Code.
- 1.3. This contract is entered into between CAECD and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

## Section 2. Goods and Services

- 2.1. Public Agency agrees to:
- (1) purchase supplies such as printer paper, printer ribbons, cleaning materials and other expendable items necessary for the continuous operation of its PSAP(s);
- (2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAECD to purchase new equipment and software;
- (3) protect the PSAP equipment and secure the PSAP premises against unauthorized entrance or use;
  - (4) practice preventive maintenance for the PSAP equipment;
- (5) provide emergency communications training to call-takers/dispatchers as described in CAECD's current *Strategic Plan*.
- (6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

# **Section 3. Contract Price and Payment Terms**

- 3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed \$5,000 for its performance of this contract.
- 3.2. Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency \$5,000 for the purchase of supplies as outlined in Section 2.1(1) of this contract.
- 3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
- 3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.
- (b) The appeal authorized by Section 3.4(a) is the only mechanism for challenging CAECD's determination under Section 3.3 that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

#### **Section 4. Effective Date and Term of Contract**

4.1. This contract takes effect October 1, 2015 and it ends, unless sooner terminated under Section 10, on September 30, 2016.

# **Section 5. Performance Reports**

5.1. Public Agency agrees to report to CAECD on its performance of this contract by submitting a Monthly Equipment Checklist online at <a href="http://capcog911.org">http://capcog911.org</a> by the 20<sup>th</sup> of each month.

# Section 6. Compliance with Applicable Law and Policy

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD *Strategic Plan*; and CAECD's 9-1-1 Policies and Procedures Manual and CAPCOG RNS Policies & Procedures.

# Section 7. Independent Contractor, Assignment and Subcontracting

- 7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

# Section 8. Records and Monitoring

- 8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.
- 8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.
- 8.4. CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.
- 8.5. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

# Section 9. Nondiscrimination and Equal Opportunity

- 9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

# **Section 10. Early Termination of Contract**

- 10.1. Except as provided in Sections 3.3 and 3.4, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.
- 10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:
- (1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3 and 3.4;
- (2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

# **Section 11. Dispute Resolution**

- 11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.
- 11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

#### Section 12. Notice to Parties

- 12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2.
- 12.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is \_\_\_\_\_\_.
- 12.3. A party may change its address by providing notice of the change in accordance with Section 12.1.

## Section 13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

- 13.2. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.
  - 13.4. This contract is executed in duplicate originals.

CITY OF ROUND ROCK	CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
By Name Title	ByBetty Voights Executive Director
Date	Date



# **Agenda Item Summary**

Agenda Number: G.1

**Title:** Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement and an accompanying Work Made for Hire Agreement with Arsenal Advertising, LLC for branding and marketing

services.

Type: Resolution

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Nancy Yawn, Director of CVB

Cost: \$208,000.00

Indexes: Hotel Occupancy Tax Fund

Attachments: Resolution, Exhibit A

**Department:** Convention and Visitors Bureau

#### Text of Legislative File 2015-2755

Contract Approval Request in which the scope of work includes:

- 1. Branding and Grand Opening marketing for the Round Rock Multi-Purpose Fields
- 2. Print and online marketing for the Sports Capital of Texas
- 3. Social Media and Website Optimization

Cost: \$208,000.00

Source of Funds: Hotel Occupancy Tax Fund

Staff recommends approval

RESOLUTION NO. R-2015-2755

WHEREAS, the City of Round Rock desires to retain professional consulting services for the

development and provision of a package of professional services focusing on strategic and creative

services relating to the City of Round Rock and its brand "The Sports Capital of Texas"; and

WHEREAS, Arsenal Advertising, LLC has submitted an Agreement for Professional

Consulting Services and a Work Made for Hire Agreement to provide said services; and

WHEREAS, the City Council desires to enter into said agreements with Arsenal Advertising,

LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an

Agreement for Professional Consulting Services and a Work Made for Hire Agreement with Arsenal

Advertising, LLC, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all

purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and

subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act,

Chapter 551, Texas Government Code, as amended

**RESOLVED** this 8th day of October, 2015.

	ALAN MCGRAW, Mayor City of Round Rock, Texas	
ATTEST:		
SARA L. WHITE, City Clerk	<u></u>	

EXHIBIT
"A"

# CITY OF ROUND ROCK AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH ARSENAL ADVERTISING, LLC

This Agreement shall recite the contractual terms whereby the City of Round Rock engages Arsenal Advertising, LLC to perform, by way of illustration and not limitation, the following:

Development and provision of a package of professional services focusing on strategic and creative services relating to the City of Round Rock and its brand "The Sports Capital of Texas" including the following key areas of communications support: (i) branding and grand opening marketing for the multipurpose fields; (ii) print and online marketing to continue strengthening the overall "Sports Capital of Texas" brand, and (iii) social media and website optimization.

This Agreement (hereinafter referred to as the "Agreement") is made by and between the City of Round Rock, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as the "City") and Arsenal Advertising, LLC, whose offices are located at 1201 W. 6<sup>th</sup> Street, Suite C, Austin, Texas 78703 (hereinafter referred to as the "Consultant").

#### **RECITALS:**

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

WHEREAS, City desires to contract for such professional services; and

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

# NOW, THEREFORE, WITNESSETH:

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

# 1.01 EFFECTIVE DATE, DURATION, AND TERM

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

The initial term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved, but in no event later than the end of City's fiscal year ending 00336092/ss2

September 30, 2016.

At City's option, this Agreement may be renewed for four additional twelve (12) month periods from the expiration date of the initial term, only upon the express written agreement of both parties and only provided Consultant has performed each and every contractual obligation specified in this Agreement.

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

# 1.02 CONTRACT AMOUNT; AND SCOPE OF SERVICES DELINEATION

In consideration for the professional services to be performed by Consultant, City agrees to pay Consultant a total sum not-to-exceed **Two Hundred Eight Thousand and No/100 Dollars (\$208,000.00)** in payment for services and the Scope of Services deliverables as delineated hereafter:

For purposes of this Agreement, Consultant has issued its Scope of Services. Such Scope of Services is attached as Exhibit "A" and incorporated herein for all purposes. This Agreement, including all exhibits, shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Consultant shall satisfactorily provide all services described under the attached Scope of Services within the contract term specified in Section 1.01. Consultant's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform its services in accordance with this Agreement, in accordance with any appended exhibits, in accordance with due care, and in accordance with prevailing consulting industry standards for comparable services.

### 1.03 PAYMENT FOR SERVICES; SUPPLEMENTAL AGREEMENTS

<u>Payment for Reimbursable Expenses</u>: There shall be no payment for reimbursable expenses in this Agreement.

Not-to-Exceed Total: Unless subsequently changed by additional Supplemental Agreement to this Agreement, duly authorized by City Council or City Manager action, Consultant's total compensation hereunder shall not exceed \$208,000.00. This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by additional Supplemental Agreement, and City shall pay, strictly within the confines of the not-to-exceed sum recited herein, Consultant's professional fees for work done on behalf of City.

<u>Deductions</u>: No deductions shall be made for Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

Additions: No additions shall be made to Consultant's compensation based upon claims, whether paid by City or denied.

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

#### 1.04 TERMS OF PAYMENT

<u>Invoices</u>: To receive payment, Consultant shall prepare and submit a series of monthly detailed invoices to City for services rendered. Each invoice for professional services shall detail the services performed, along with documentation. All payments to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by City.

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

If City has any dispute with work performed, then City shall notify Consultant within thirty (30) days after receipt of invoice. In the event of any dispute regarding the work performed, then and in that event, Consultant shall either (a) satisfactorily re-perform the disputed services or (b) provide City with an appropriate credit.

<u>Payment of Invoices</u>: City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of invoices, City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 1.08 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and City or because of amounts which City has a right to withhold under this Agreement or state law. City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

Offsets: City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

# 1.05 REQUIRED REPORTS

Consultant agrees to provide City with any necessary detailed final written reports, together with all information gathered and materials developed during the course of the project. Additionally, Consultant agrees to provide City with any necessary oral presentations of such detailed final written reports, at City's designation and at no additional cost to City.

### 1.06 LIMITATION TO SCOPE OF WORK

Consultant and City agree that the scope of services to be performed is generally enumerated in Exhibit "A." Notwithstanding anything herein to the contrary, the parties agree that City retains absolute discretion and authority for all funding decisions, such decisions to be based solely on criteria accepted by City which may be influenced by but not be dependent on Consultant's work.

### 1.07 NON-APPROPRIATION AND FISCAL FUNDING

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

#### 1.08 PROMPT PAYMENT POLICY

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

- (1) There is a bona fide dispute between City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- (2) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late;
- (3) The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

(4) The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

#### 1.09 TERMINATION

This Agreement may be terminated for any of the following conditions:

- (1) By City for reasons of its own, with or without cause, and not subject to the mutual consent of any other party, such written termination notice to be given to the other party not less than thirty (30) days prior to termination.
- (2) By mutual agreement and consent of the parties, such agreement to be in writing.
- (3) By either party for failure by the other party to perform the services set forth herein in a satisfactory manner, such termination notice to be given in writing to the other party.
- (4) By either party for failure by the other party to fulfill its obligations herein.
- (5) By satisfactory completion of all services and obligations described herein.

Should City terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter by paid to Consultant. City shall pay Consultant for all uncontested services performed to date of notice of termination.

If either party defaults in performance of this Agreement or if City terminates this Agreement for default on the part of the other party, then City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to City, the cost to City of employing another firm to complete the useable work, and other factors will affect the value to City of the work performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as set forth above shall extinguish all rights, duties, and obligations of City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to cancellation.

#### 1.10 INDEPENDENT CONTRACTOR STATUS

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

(1) Consultant has the right to perform services for others during the term hereof.

- (2) Consultant has the sole right to control and direct the means, manner and method by which services required by this Agreement will be performed.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of City.

#### 1.11 NON-SOLICITATION

All parties hereto agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

# 1.12 CONFIDENTIALITY; AND MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. All parties agree to hold all confidential information in the strictest confidence and not make any use thereof other than for the performance of this Agreement. Notwithstanding the foregoing, the parties recognize and understand that City is subject to the Texas Public Information Act and its duties run in accordance therewith.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

## 1.13 WARRANTIES

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

#### 1.14 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys fees and all other costs and fees incident to any work done as a result hereof.

In no event shall either party be liable to the other for special or consequential damages, statutory or otherwise.

# 1.15 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties hereunder without the other's prior written approval.

# 1.16 LOCAL, STATE AND FEDERAL TAXES

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

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

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

#### 1.17 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

# 1.18 FINANCIAL INTEREST PROHIBITED

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

# 1.19 DESIGNATION OF CITY REPRESENTATIVE

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

Nancy Yawn, Director Convention and Visitors Bureau 231 East Main Street, Suite 150 Round Rock, Texas 78664 Telephone: 512-218-7094

Facsimile: 512-341-3153

Email: nyawn@roundrocktexas.gov

#### 1.20 NOTICES

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

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

### Notice to Consultant:

Arsenal Advertising, LLC 1201 W. 6<sup>th</sup> Street, Suite C Austin, TX 78703 Notice to City:

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

AND TO:

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

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

### 1.21 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

#### 1.22 EXCLUSIVE AGREEMENT

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

## 1.23 DISPUTE RESOLUTION

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

#### 1.24 ATTORNEYS FEES

In the event that any lawsuit is brought by one party against any of the other parties in connection with this Agreement, the prevailing party shall be entitled to seek to recover its reasonable costs and reasonable attorney fees.

#### 1.25 FORCE MAJEURE

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

Consultant shall not be deemed to be in default of its obligations to City if its failure to perform or its substantial delay in performance is due to City's failure to timely provide requested information, data, documentation, or other material necessary for Consultant to perform its obligations hereunder.

#### 1.26 SEVERABILITY

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

### 1.27 STANDARD OF CARE

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

#### 1.28 GENERAL AND MISCELLANEOUS

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

The failure of a party to exercise any right hereunder shall not operate as a waiver of said party's right to exercise such right or any other right in the future.

Time is of the essence to this Agreement. Consultant understands and agrees that any failure of Consultant to complete the services due under this Agreement within the agreed term as delineated in Section 1.01 herein will constitute a material breach of this Agreement.

City agrees to provide Consultant with one (1) fully executed original of this Agreement.

This Agreement may be executed in multiple counterparts, which taken together shall be considered as one original.

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

Title:	April Mari de harre Name: Anne Marie Scharce C.E.O. igned: (0/12/15
CITY	OF ROUND ROCK, TEXAS
Ву:	Alan McGraw, Mayor Date Signed:
FOR (	CITY, ATTEST:
Ву:	Sara L. White, City Clerk
FOR (	CITY, APPROVED AS TO FORM:
Ву:	Stephan L. Sheets, City Attorney

ARSENAL ADVERTISING, LLC



Scope of Services

#### 2015/2016

#### Overall

Thank you for the opportunity to work with the City of Round Rock, we are honored to provide our services to the Sports Capital of Texas again this year. Our work for the last year has included several creative projects including ongoing marketing of the Round Rock Sports Center as well as the continued branding of the Sports Capital of Texas. We've created a new brochure and sales piece to showcase the Round Rock Sports Center as well as refreshed the visitors guide with updated content. We produced a new advertising campaign to continue to evolve the Sports Capital of Texas brand. Our team also executed a major social media campaign that has increased our social media audience almost 700%, and are currently working on Google virtual tours to increase search engine optimization of the facilities. Arsenal is also working on engaging social media videos to increase interest and viewership in the Sports Capital.

In anticipation of the new year, we will continue to tell the overall story of the Sports Capital of Texas, while helping to introduce the new multi-purpose fields in a strategic and high profile way. Furthermore, our goal will be to continue to build a recession-resistant sports event travel destination.

As your full-service advertising agency, our professional services starting October 1, 2015 through September 30, 2016 will focus on three key areas of communications support:

- 1. Branding and Grand Opening Marketing for the Multi-Purpose Fields
- 2. Print and Online Marketing to Continue Strengthening the Overall Sports Capital of Texas brand
- 3. Social Media and Website optimization
- 1. Branding and Grand Opening Marketing for the Round Rock Multi-Purpose Fields

There's a big story here in Round Rock, and we're ready to tell it. Our plan includes collaborating with the CVB, specific to new facilities determining the best approach to secure bookings throughout the year. We will develop and launch a new advertising campaign that promotes the 75 acre complex and all of the new sporting events that it has to offer including ultimate frisbee, soccer, rugby, lacrosse and flag football. One of our priorities will be to develop an archive of still and action photography that can be used across all channels for marketing the multi-purpose fields including print and online.

#### 2. Print and Online Marketing for the Sports Capital of Texas

Let's continue to stand out. As we have done for many years, we will differentiate the City's offerings with this audience by promoting the new multi-purpose fields and by creating ads that are unlike anything they see from other CVB's. Because of the new multi-purpose fields our advertising will be able to reach all-new audiences interested in sports such as ultimate frisbee, soccer, rugby, lacrosse, flag football and many others. Our creative executions will highlight the energy and excitement of Round Rock while featuring the City's continued commitment to being the best tournament destination anywhere, one that has a strong heart for sports, with the facilities, amenities and resources our audiences want and need. Our media buy will target tournament event planners and rights holders of both indoor and outdoor sporting events. As we have in the past, we will continue to negotiate for the very best ad placements with all of our trade media.



#### 3. Social Media and Website Optimization

As our target markets continue to become younger and the need for immediate information online increases, social media and other digital media will remain a priority of the marketing mix. With fresh content (including photography, videos, narrative and more), we will evolve both the SportsCapitalofTexas.com and RRSportsCenter.com websites, so they stay current and interesting. To give Round Rock every advantage possible in promoting their venues, we will continue to consult on social media best practices to keep the Sports Capital of Texas brand in the forefront of the fans' minds and continue to build and grow our audiences.

A comprehensive audit will be completed quarterly to define and drive the business objectives Round Rock will be leveraging for promoting their venues. A social media audit will ensure our social media team is on the same page and drives better results. This will help us develop a strategy to communicate our brand positioning and value in the market place.

Facebook provides detailed consumer data that can be used for granular targeting. Details such as age, devices, gender, geographical location, interests, etc. will be leveraged to place the right offer in front of the right person at the right time.

The more granular you target your ads, the more control you have over ads that perform and those that don't. The ability to quickly identify non-performing, micro target segments means you can quickly stop the loss and retain budget for top performing micro segments.

# WORK MADE FOR HIRE AGREEMENT WITH ARSENAL ADVERTISING, LLC

This Agreement is made on the \_\_\_\_\_ day of the month of June, 2015, by and between **ARSENAL ADVERTISING**, **LLC**, and any of its authors and/or artists (hereinafter referred to as "Author/Artist," and if there is more than one author/artist affiliated with the entity, then the entity and all of them collectively) and the **CITY OF ROUND ROCK**, **TEXAS** (hereinafter referred to as the "City").

This Agreement is made simultaneous to an agreement entitled "City of Round Rock Agreement for Professional Consulting Services with Arsenal Advertising, LLC," and encompasses the subject matter contracted for thereunder.

#### **AUTHOR/ARTIST AND CITY HEREBY AGREE THAT:**

#### 1. Title and Copyright Assignment

- (a) Author/Artist and City intend this to be a contract for services and each considers the products and results of the services to be rendered by Author/Artist hereunder (the "Work") to be a work made for hire. Author/Artist acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City.
- (b) If for any reason the Work would not be considered a work made for hire under applicable law, Author/Artist does hereby sell, assign, and transfer to City, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- (c) If the Work is one to which the provisions of 17 U.S.C.106A apply, Author/Artist hereby waives and appoints City to assert on Author/Artist's behalf the Author/Artist's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, drawings or other visual reproductions or the Work, in any medium, excepting photographs, for City's purposes.
- (d) Author/Artist agrees to execute all papers and to perform such other proper acts as City may deem necessary to secure for City or its designee the rights herein assigned.

#### 2. Delivery of the Work

- (a) Author/Artist will deliver to City on or before any contractually-obligated date the completed Work (with all illustrations, charts, graphs, graphics, and other material, including supplements, handouts, reference lists, indexes, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to City.
- (b) If Author/Artist fails to deliver the Work on time, City will have the right to terminate this agreement and the referenced simultaneous agreement and to recover from Author/Artist any sums advanced in connection with the Work. Upon such termination, Author/Artist may not have the Work published or used in any form elsewhere until such advances have been repaid.

#### 3. Quoted Material

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. Author/Artist will obtain such consents at his/her/its own expense after consultation with City and will file them with City at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of Author/Artist.

#### 4. Author/Artist's Warranty

Author/Artist warrants that he/she/it is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Author/Artist will defend, indemnify, and hold harmless City and/or its licensees against all claims, suits, costs, damages, and expenses that City and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, City may withhold any sums due Author/Artist under the referenced simultaneous agreement.

#### 5. Consideration

In consideration for delivery of the Work in accordance with the provisions of the referenced simultaneous agreement, City shall pay Author/Artist as indicated therein.

#### 6. Revisions

Author/Artist shall, at the request of City, revise the Work at one year intervals during the term of the referenced simultaneous agreement.

#### 7. Term and Termination

- (a) This agreement shall remain in effect for the same length of time as the referenced simultaneous agreement unless terminated earlier in accordance with this Section 7.
- (b) In the event that either party shall be in default of its material obligations under this agreement or the referenced simultaneous agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the agreements shall terminate upon expiration of the thirty (30) day period.
- (c) Upon the expiration of the term of this agreement and the referenced simultaneous agreement, the parties may agree to renew those agreements for additional terms, only as allowed by the terms of the referenced simultaneous agreement, upon the same terms and conditions as set forth.

#### 8. Options/Contracts with Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of City in the income resulting from such agreements.

#### 9. Amendments

The written provisions contained in this agreement, taken together inextricably with the referenced simultaneous agreement, constitute the sole and entire agreement made between Author/Artist and City concerning this Work, and any amendments to same shall not be valid unless made in writing and signed by both parties.

#### 10. Construction, Binding Effect, Venue, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and venue shall lie exclusively in Williamson County, Texas; and references to Author/Artist and to City shall include their heirs, successors, assigns, and personal representatives.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date indicated below.

CITY OF ROUND ROCK, TEXAS
By: Printed Name: Title: Date:
FOR CITY, ATTEST:
By: Sara L. White, City Clerk
FOR CITY, APPROVED AS TO FORM:
By: Stephan L. Sheets, City Attorney
ARSENAL ADVERTISING, LLC
By: Am Maril Scharrer Printed Name: Anne Maril Scharrer Title: C. E. O. Date: (0/12/15
CORR



## **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a real estate

contract with North Mays, Ltd. for the purchase of property located at 500

North Mays Street.

Type: Resolution

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Bryan Williams, Assistant City Manager

Cost: \$864,000.00

Indexes:

Attachments: Resolution, Exhibit A

**Department:** City Manager's Office

Text of Legislative File 2015-2925

Staff recommends approval.

**RESOLUTION NO. R-2015-2925** 

WHEREAS, the City of Round Rock ("City") desires to purchase a 1.286 acre tract of land

described as Lot 1, Block A, Riverwalk Subdivision, located at 500 North Mays Street, and

WHEREAS, North Mays, Ltd., the owner of the Property, has agreed to sell 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 Real Estate

Contract with North Mays, Ltd., for the purchase of the above described Property, a copy of said Real

Estate Contract 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 8th day of October, 2015.

	ALAN MCGRAW, Mayor City of Round Rock, Texas	
ATTEST:		
SARA L. WHITE, City Clerk		

EXHIBIT
"A"

## REAL ESTATE CONTRACT

500 North Mays Street

This Real Estate Contract ("Contract") is entered into between NORTH MAYS, LTD. ("Seller"), and the CITY OF ROUND ROCK, a Texas home-rule municipal corporation ("Buyer") upon the terms and conditions set forth as follows:

#### 1. Purchase and Sale of Property

- 1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, all of that certain 1.286 acre tract of land located in Williamson County, Texas, being more particularly described as Lot 1, Block A, Riverwalk Subdivision, a Replat of the East 150 feet of Block 15 and 16, Anderson Addition to the City of Round Rock, Williamson County, Texas, according to the Map or Plat thereof recorded in Cabinet DD, Slides 850-86, Plat Records of Williamson County, Texas, and as shown in the exhibit attached hereto and incorporated herein as Exhibit A.
- 1.02 This sale and purchase includes all rights and appurtenances pertaining to the Property, including any right, title, or interest of Seller in adjacent streets, alleys, or rights-of-way, together with any improvements, fixtures, and personal property situated on and attached to the Property.
- 1.03 The real property described above, and any rights or appurtenances are referred to in this Contract as the "Property."

#### 2. Sales Price

- 2.01 <u>Amount of Sales Price</u>. The sales price for the Property shall be the sum of EIGHT HUNDRED SIXTY FOUR THOUSAND and NO/100 DOLLARS (\$864,000.00) ("Sales Price").
- 2.02 <u>Payment of Sales Price.</u> The full amount of the Sales Price shall be payable in cash at the closing.

#### 3. Buyers Obligations

- 3.01 <u>Conditions to Buyer's Obligations.</u> The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).
- 3.02 <u>Preliminary Title Report.</u> Within 15 days of the execution of this Contract, Buyer, at Buyer's expense, will obtain from the Title Company a preliminary title report ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property.
- (A) Buyer will give Seller written notice on or before the expiration of 10 days after Buyer receives the Title Report that the condition of title as set forth in the Title Report is or is not satisfactory.

- (B) In the event that Buyer states that the condition is not satisfactory, Seller will promptly undertake to assist Buyer to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer, at Buyer's sole expense. In the event the Seller is unable to so within 10 days after receipt of written notice, this Contract may be terminated at the election of Buyer and the Escrow Deposit will be returned by the Title Company to Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.
- 3.03 <u>Survey.</u> Within 20 days from the date of this Contract, Buyer, at Buyer's expense, may, at its option, obtain a current plat or survey of the Property, prepared by a licensed Texas land surveyor selected by Seller.
- 3.04 <u>Seller's Full Compliance.</u> Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing date.

#### 4. Representations and Warranties of Seller

Seller represents and warrants to Buyer, as of the Closing Date, as follows:

- 4.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.
- 4.02 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.
  - 4.03 Seller is not aware of any material physical defects to the Property.
- 4.04 Other than the information obtained from the reports described in 4.07 below, Seller is not aware of any environmental hazards or conditions that affect the Property.
- 4.05 Other than the information obtained from the reports described in 4.07 below, Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.
- 4.06 Other than the information obtained from the reports described in 4.07 below, Seller is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property.
- 4.07 Seller has provided Buyer with the following environmental reports on the Property:
  - (1) UST Closure Report prepared by TMS Environmental Austin, LLC dated November 17, 1995;
  - (2) Underground Storage Tank Closure Report prepared by TMS Environmental Austin, dated December 14, 2005; and
  - (3) Asbestos Abatement "Closeout Report" prepared by Burcham Environmental Services, LLC, dated December 21, 2005.

The foregoing reports are the only reports that Seller is aware of regarding environmental conditions, the storage or disposal of hazardous materials, underground tanks, or pollutants or contaminants of any nature that have existed on the Property.

#### 5. Closing

5.01 <u>Date and Location.</u> The closing will be held at the office of Capital Title Company ("Title Company"), on or before October 31, 2015 ("Closing Date"), or at a time, date, and place agreed on by Seller and Buyer, or within 10 days after the completion of any title curative matters if necessary for items shown on the Title Report or in the Contract.

#### 5.02 <u>Sellers Responsibilities at Closing.</u> At the closing Seller will:

- (A) Deliver to Buyer a properly executed and acknowledged Deed (the "Deed") conveying marketable title in fee simple to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
  - (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract;
  - (ii) Any exceptions approved by Buyer in writing; and
  - (iii) Currently existing easements, covenants, conditions and restrictions of record affecting the Property.

The Deed shall be in the form as shown in Exhibit B attached hereto and incorporated herein

- (B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's fee simple title to the Property subject to the title exceptions listed in herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:
  - (i) The boundary and survey exceptions will be deleted;
  - (ii) The exception as to restrictive covenants will be endorsed "None of Record", if applicable; and
  - (iii) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable".
  - (C) Deliver to Buyer possession of the Property.
- 5.03 <u>Buyer's Responsibilities at Closing.</u> At the closing Buyer will pay Seller the Sales Price.
- 5.04 <u>Prorations.</u> General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, rents, insurance, and utility charges, if any, will be prorated as of the Closing Date and will be adjusted in cash at the Closing. If the Closing occurs before the tax rate has been fixed for the current year, the apportionment of taxes will be on the

basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date will be paid by Seller, if any.

- 5.05 <u>Apportionment of Costs.</u> All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:
  - (A) Owner's Title Policy paid by Buyer.
  - (B) Survey paid by Buyer.
  - (C) Deed, tax certificates, and title curative matters, if any, paid by Buyer.
  - (D) All other closing costs to be paid by Buyer.
  - (E) Attorney's fees paid by each respectively.

#### 6. Escrow Deposit

- 6.01 <u>Purpose and Amount.</u> For the purpose of securing the performance of Buyer under the terms of this Contract, Buyer has delivered to an authorized escrow agent of the Title Company, the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) ("Escrow Deposit"), which will be paid by the Title Company to Seller in the event Buyer breaches this Contract as provided in Section 8 of this Contract.
- 6.02 <u>Instructions at Closing.</u> At the closing, the Escrow Deposit will be paid over to Seller and applied to the sales price, provided however, that in the event the Buyer has given written notice to the Title Company that one or more of the conditions to its obligations set forth in Section 3 of this Contract have not been met, or, in the opinion of Buyer, cannot be satisfied, as provided for in Section 3 of this Contract, then the Escrow Deposit will be immediately returned by the Title Company to Buyer.
- 6.03. <u>Feasibility Period.</u> Buyer may terminate this Contract for any reason within 21 days after the Effective Date (feasibility period) by providing Seller written notice of termination. If Buyer terminates the Contract pursuant to this Section, the Escrow Deposit shall be returned by Buyer, less \$500 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate.
- 6.04 <u>Inspections.</u> During the feasibility period, or upon separate written authorization from Seller prior to the feasibility period, Buyer at its sole expense may complete or cause to be completed any and all inspections, studies, or assessments of the Property desired by Buyer. Buyer shall restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed. Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. To the extent allowed by law, Buyer will indemnify, hold harmless and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this Contract.

#### 7. Breach by Seller

- 7.01 <u>Buyer's Rights in the Event of Breach by Seller.</u> If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:
  - (A) Enforce specific performance of this Contract; or
  - (B) Request that the Escrow Deposit will be returned by the Title Company to Buyer.

#### 8. Breach by Buyer

- 8.01 <u>Seller's Rights in the Event of Breach by Buyer.</u> In the event Buyer fails to consummate the purchase of the Property, and if Seller is not in default under this Contract, Seller will have the right to retrieve the Escrow Deposit from the Title Company.
- 8.02 <u>Liquidated Damages</u>. If the Seller exercises its right to receive the Escrow Deposit in the event of breach by Buyer, Seller agrees to accept this cash payment as total damages and as Seller's only remedy under this Contract in the event of Buyer's default.

#### 9. Miscellaneous Provisions

- 9.01 <u>Assignment.</u> This Contract is not assignable without the express written consent of Seller.
- 9.02 <u>Survival of Covenants.</u> Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.
- 9.03 <u>Notice</u>. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth in the signature block below.
- 9.04 <u>Texas Law to Apply.</u> This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
- 9.05 <u>Parties Bound.</u> This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.
- 9.06 <u>Legal Construction</u>. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

- 9.07 <u>Prior Contracts Superseded.</u> This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter of this Contract.
  - 9.08 Time of Essence. Time is of the essence in this Contract.
- 9.09 <u>Memorandum of Contract.</u> Upon the request of either party, both parties will promptly execute a memorandum of this Contract suitable for filing of record.
- 9.10 <u>Compliance.</u> In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Buyer is advised that it should be furnished with or obtain a policy of title insurance, or Buyer should have the abstract covering the Property examined by an attorney of Buyer's own selection.
- 9.11 <u>Effective Date.</u> This Contract shall be effective as of the date it is approved by the Round Rock City Council, which date is indicated beneath the Mayor's signature below.
- 9.12 <u>Signature Warranty Clause.</u> The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.
- 9.13 <u>Real Estate Brokers.</u> Buyer and Seller represent and warrant to each other that neither party has contracted with any real estate brokers on this transaction.

The parties are signing this Contract on the dates indicated.

#### SELLER

NORTH MAYS, LTD.

By:

TXRR, LLC,

its General Partner

By:

John S. Avery, Jr., its Vice President

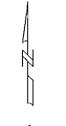
Address:

BUYER	
CITY OF ROUND ROCK, TEXAS 221 E. Main Street Round Rock, TX 78664	
By:Alan McGraw, Mayor	
Date:	
Attest:	For City, Approved as to Form:

Stephan L. Sheets, City Attorney

Sara White, City Clerk

#### RIVERWALK SUBDIVISION A REPLAT OF THE EAST 150 FEET OF BLOCK 15 AND 16, ANDERSON ADDITION TO THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



SUBJE TRACT

NORTH MAYS, LTO. MR. JOHN M'ERY JR., PEOJECT MARAGER 1538 S. LAWAR BLYO. METHER TRAINA 512-837-6307 (FAX) 512-445-7024

ACREAGE: 1285 ACRES; ONE C11.01

LOCATION NAP

BRUSHY CREE

PATENT SURVEY: WYLEY HARRS SURVEY, ASSTRACT NO. 231

NAMBER OF BLOCKS: ONE NAVOER OF LOTS: ONE

LINEAR FEET OF NEW STREETS: NOVE

DATE: PLASNING & ZONING COMMISSION, FEBRUARY 7, 2017

DATE: SUBJETTAL, JAPANARY 10, 2007 SURVEYOR: BAKER - AIC-GEN & ASSOC, INC.

ENGINEER: BAKER - AIGIGEN & ASSOC, INC.

PENCHVARC: "SQUARE" CUT FOUND AT THE SQUINEAST CONCER OF BRIDGE WALL AT THE SQUINHAST CONCERNOR THE BRIDGE OVER BRIDGY CREEK ON NORTHMAYS STREET. FLEV # 71123

FAURD FOCK 15.0. YOU SHO, FO, EAR HIRE ACKES TOTAL

# 1/2" IRON ROD WITH CAP SET LASSLED "BAMER-ACCION & ASSCO INC." CALCULATED FOINT IRON ROD WITH CAP FOLICE AS NOTED HERSON 1/2" IRON ROD FOLICE THE COLORD WEN CONCRETE FOUND RECORD FER DOC. No. 2006059363

FANNIN AVE

E.MIANAVE.

LEGENO

#### METES AND BOUNDS DESCRIPTION

FOR A 125 ACRE TRUCT OF LAND DUT OF THE WILEY HURBS SURVEY, ABSTRUCT NS 284, WALLAMSON COUNTY, TEXAS, ALSO DESCRIBED AS THE EAST 15) FIET OF BLOOS 15 AND 15, ACRES ON A DOTTON TO THE CITY OF ROUND FOCK, AN INFECOROGE SUBMINSON, AS SHOWN ON THE HURP PECOROGED IN CASHETT, A SURVE 15 OF THE PLAT PECOROGE OF WALLAMSON COUNTY, TEXAS, ESNO, ALL OF A CALLED 234 ACRE TRACT, DESCRIBED IN A DEED 16 WALLAM FRECEROOK NO AUGUST AN ACRES TRACT RESCRIBED IN A DEED 16 ACRES OF RECORDED IN A DUE TO THE STATE OF TEXAS AS RECORDED IN VOLUME 284, AND ACRES TRACT RESCRIBED IN A DEED TO THE STATE OF TEXAS AS RECORDED IN VOLUME 284, AND ACRES TRACT RESCRIBED SOME OF TRACT RESPONSIBLE OF TRACT RESCRIBED SOME OF TRACT RESPONSIBLE OF TRACT

BEGINNING AT IN IRCH ROD WITH CAP FOUND, LABELED INST, IN THE WEST RIGHT.OF WAY LIKE OF HORITH MAYS STREET (RIGHT-OF-WAY WIDTH WAYES), FOR THE HORITMEST CORVER OF SADD LIST ACRE TRICT, REING ALSO THE MORITH LINE OF SADD LICOX 18, GENG ALSO THE SOUTH LINE OF BIG OWA ADDITION TO ROMIN ROCK, TEXAS, RECORDED IN CASHET A, SUICES 21-22 OF THE PLAT RECORDS OF WALLAUSON COURTY, TEXAS;

THE NOT ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH MAYS STREET, BEAG ALSO IN PART THE WEST LINE OF SUID 0.131 ACRE TRACT, THE FOLLOWING THREE (3) COURSES.

1. S 24" 25" 34" E FOR A DISTANCE OF 27.29 FEET TO A 12 INCH FROM WITH CAP FOUND MARKED "SINS" FOR A CORNER POINT;

2. S 33" 12 25" E FOR A DISTANCE OF 25T.04 FEET TO AN 'X" FOUND IN A CONCRETE WALK FOR THE SOUTH CORNER OF SAID 0.131 ACRE TRACT, AND

3. 5 29' 29' 49' E FOR A DISTANCE OF 124.36 FEET TO AN BIOL IRCO WITH CAP FOUND, LASELED 'SNS'-FOR THE SOUTHEAST CORNER OF \$400 234 ACRE TRACT, EENO A \$50 THE MORTHEAST CORNER OF A CALLED 0.416 AWART HARD TESCRIBED IN A DEED TO MOVEL, USSEM AS RECORDED IN DOOMENT NO. 200234317 OF THE OFFICIAL RECORDS OF WALLANDON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER RESPON:

THENCE LEANNS THE WAS I'R GHT-OF-WAN OF SAID NORTH WAYS STREET ALONG THE SOUTH UNCLOF SAID 244 ACRE TRACT, BEING ALSO THE MORTH UNCLOF SAID 244 ACRE TRACT, BEING ALSO THE MORTH UNCLOF SAID 244 ACRE TRACT IS 15° 2° 2° 3° WROTA DISTANCE OF 1515 4 FEET THE OF A TRACT LESSORGED IN ADEED TO ROWN PROOK INDEPENDENT SCHOOL DESTROY IS SECONDED IN VOLUME 30), PROCESSO OF THE DECENDED ON TO ALD SAID ALONG THE SAID ALONG THE SAID THE SAID THE MORTHWAST COPINE TO ALONG THE SAID THE TRACT, FOR THE SAID THE MORTHWAST COPINE OF THE SAID 44481 ACRE TRACT, FOR THE SAID THE MORTHWAST COPINE OF THE SAID 44481 ACRE TRACT, FOR THE SAID THE SAID THE MORTHWAST COPINE OF THE SAID 44481 ACRE TRACT, FOR THE SOUTHWEST CORNER HEREOF:

THENCE ALONG THE WEST LINE OF SAID 2.34 ACRE TRACT, BEING ALSO IN PART THE EAST LINE OF SAID ROUND ROOK PROPERIDENT SCHOOL PISTRICT TRACT AND THE BAST LINE OF A CALLED 9.31 ACRE TRACT DAMED BY THE CITY OF ROUND ROOK ACCORDING TO THE WILLIAMSON CENTRAL APPRIASA, DISTRICT, IN 22° 53° 24° WAT A DISTANCE OF 38.05 FEET PASS A 10° ECHIRON ROO SET WHIT CAP MASTED TRACET, ACCORDING THE ROOT THE TOTAL DISTANCE OF \$13.17 FEET TO A POINT IN BRUSHY CREEK IN THE NORTHLINE OF SAID BLOCK IS, BEING ALSO THE SOUTH LINE OF SAID BIS OWN ADMITTION AT THE NORTHLINE OF SAID BLOCK IS, BEING ALSO THE HORITHMEST CORNER REPREOF;

THENCE ALONG BRUSHY CREEK WITH THE NORTHLINE OF SAID 234 ACRETRACT, BEINJ ALSO THE COMMONLINE OF SAID BLOOK 15 AND SAID BIG OK ADOLTON, N 57' 59' OF EFOR AUSTANCE OF 122/3 FEET 10 THE POINT OF GEOGNAND AND COMMANDS 1226 ACRES OF LAG.

1) BUADONG SETBACK LINES SHALL BE IN ACCORDANCE WITH CHAPTER 11, ZORBYJ, CITY OF ROUND ROCK ORDINANCES (1998 EDITION).

2) NO FENCES, STRUCTURES, STORAGE, OR FAL SHALL BE PLACED WITHIN THE UMITS OF THE ULTIMATE 100 YEAR HOOD PLAN. WRIESS APPROVED BY THE CITY ENGINEER FALLMAY ONLY BE PERMITTED BY THE CITY PERMONER OF THE PROPER NALYSS.

3) SOEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER B. SUBCINISONS, CITY OF ROWER ROCK CODE OF ORDINANCES (1995 ECHT/OH) AND WITH TH€ DESIGN AND CONSTRUCTION \$TANDANCE.

4) THE CONTEXTUAL SETBACK ALONG MAYS STREET AS SHOWN HEREON IS IN ACCORDANCE WITH CHAPTER 11, SECTION 426() CITY OF ROUND RODG CODE OF OPENANCES. REMANNIG BULDING SETALCUS SHALL BEIN ACCORDANCE WITH CHAPTER 11, ZOWNIG, CITY OF ROUND ROCK CODE OF GROUNNICES (1935 BOTTOM).

5) The Property Procated Nereck 15 Located Parily in a non-shaded zone "X" (areas Cutsoe the 50) Year Ficco Plani, and Parily in Shaded zone "Az" According to Company the Inabert and Incom 10 of the Roco (nabance rate uap prepared for Williamson County, Texas. Effective Date: January 1, 1997.

E) BEARNO BLAIS IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE STSTEM, CENTRAL ZONE NO BI (HARN 53), A GRID TO SURFACE COMENSIO SCALE FACTOR OF 0.00018 WAS USED FOR THIS PLAY.

7) VERTICAL DATUM IS REFERENCED TO THE CITY OF ROUND ROCKS GPS CONTROL NETWORK MICHAELT NO. 61-616 ELEVATION = 727.5578 NAVO 68 (GEOLOSS).

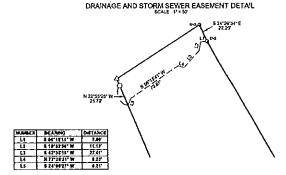
8) MANUJU FAN SHED FLOOR ELEVATION FOR LOT 1 IS 704.00 FEET.

#### FINAL PLAT OF RIVERWALK SUBDIVISION

A REPLAT OF THE EAST 150 FEET OF BLOCK 15 AND 16, ANDERSON ADDITION TO THE CITY OF ROUND ROCK, WILIAMSON COUNTY, TEXAS

1 OF 2

PROJECT NO. 1586-2-001-22



LOT 1 BLOCK A 1,266 ACRES

> BAKER-AICKLEN 431500000000 & ASSOCIATES, INC. COMPG TOWNS Engineers/Surveyors

ABINE

Ġ

#### **DEED**

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That NORTH MAYS, LTD., a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 1.286 acre tract of land described as Lot 1, Block A of the Riverwalk Subdivision, as shown on the plat recorded in Cabinet DD, 85 of the Plat Records of Williamson County, Texas.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and

EXHIBIT

"B"

00342991.DOC

,	reyed unto the City of Round Rock, Texas and its assigns fully claiming or to claim the same or any part thereof.
IN WITNESS WHEREOF, this instru	ament is executed on this the day of, 2015.
GRA	ANTOR:
NOI	RTH MAYS, LTD.
Ву:	TXRR, LLC, its General Partner
Ву:	John S. Avery, Jr., its Vice President
Add	ress:

## Acknowledgment

State of	Texas §
County o	of\$
by	This instrument was acknowledged before me on this the day of, 2015, in the capacity and for the purposes and consideration recited herein.
	Notary Public, State of Texas

#### PREPARED IN THE OFFICE OF:

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

#### **GRANTEE'S MAILING ADDRESS:**

City of Round Rock Attn: City Manager 221 East Main Street Round Rock, Texas 78664

#### AFTER RECORDING RETURN TO:

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



## **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: G.3

Title: Consider a resolution authorizing the City Manager to execute a letter

terminating the contract with Redflex Traffic Systems, Inc.

Type: Resolution

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

**Department:** Transportation Department

#### Text of Legislative File 2015-2886

On May 26th, 2011, the City of Round Rock entered into an agreement with RedFlex Traffic Systems, Inc. (Redflex) for the purchase of equipment and services for the implementation of a digital photo red light enforcement system and program (R-11-05-26-11A1).

Pursuant to Section 11 of the agreement entitled Termination, the City wishes to exercise its rights to terminate the agreement with Redflex. This termination shall be effective December 31, 2015.

Staff recommends approval.

RESOLUTION NO. R-2015-2886

WHEREAS, the City of Round Rock ("City") entered into an Agreement ("Agreement") with

Redflex Traffic Systems, Inc. ("Redflex") on May 26, 2011 for a Digital Photo Red Light Enforcement

System; and

**WHEREAS**, the initial term of the Agreement is for sixty (60) months from the date of the first

citation in the system; and

WHEREAS, the City wishes to terminate the Agreement on December 31, 2015, prior to the

expiration of the initial term of the Agreement; and

WHEREAS, the City is terminating the Agreement pursuant to the terms set forth in Section

4.1 of the Agreement; Now Therefore

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

That the City Manager is hereby authorized and directed to execute on behalf of the City a

letter to Redflex Traffic Systems, Inc. terminating the Agreement on December 31, 2015, a copy of

said letter being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and

subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act,

Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 8th day of October, 2015.

	ALAN MCGRAW, Mayor	
	City of Round Rock, Texas	
ATTEST:		
SARA L. WHITE, City Clerk		

EXHIBIT
"A"

October 8, 2015

Mr. Michael Flinn, CEO Redflex Traffic Systems, Inc. 23751 North 23<sup>rd</sup> Avenue Phoenix, AZ 85027

Attention: Program Management

Re: Termination Notification of a City of Round Rock Agreement with Redflex Traffic Systems, Inc. dated May 26, 2011

Dear Mr. Flinn:

This correspondence shall serve as notice from the City of Round Rock, Texas (the "City") that the above-referenced City of Round Rock Agreement for a Digital Photo Red Light Enforcement System and Program (the "Agreement) with Redflex Traffic Systems, Inc. shall terminate December 31, 2015.

Pursuant to Section 4.2 of the Agreement, the initial term of the Agreement is for sixty (60) months from the date of the first citation in the system, with the option of parties renewing the Agreement for two additional successive twelve (12) month terms. Section 11.1.1 allows for termination for convenience at any time during the term of the Agreement as follows:

"The City shall have the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) calendar days' written notice to Redflex. Mailing of such notice shall be equivalent in all respects to personal notice and shall be deemed to have been given at the time of mailing.... The City shall pay to Redflex, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the effective date of termination for convenience, all in accordance with the terms of this Agreement."

Section 11.1.2 of the Agreement requires the City in the event of termination for convenience, to make certain reimbursements to Redflex for outstanding Installation Fees. The City has fulfilled the reimbursement requirements set forth in Section 11.1.2.

	Should	you	have	any	questions	or	feel	the	need	to	discuss	this	matter	further,
pleas	e do not h	esita	te to c	onta	ct me.									

Sincerely,

Laurie Hadley City Manager



## **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: G.4

**Title:** Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with APAC Texas, Inc. - Wheeler Companies for the 2014 Street Maintenance Program (Overlay) Project.

Type: Resolution

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Gary D. Hudder

Cost: \$51,600.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A

**Department:** Transportation Department

#### Text of Legislative File 2015-2890

The City Council approved APAC's bid for construction services for 2014 Street Maintenance Program Overlay at a cost of \$5,250,176.25. The scope of the contract included all items necessary for the successful construction of infrastructure and surface improvements for the Greenslopes Subdivision.

Quantity Adjustment/Change Order # 1 is required to add an additional street to the project area; the underlying conditions were found to be inferior and required full depth repair and overlay.

With Quantity Adjustment/Change Order No. 1, the total cost of the construction contract would be \$5,301,776.25.

Cost: \$51,600.00

Source of Funds: General Self-Financed Construction

Staff recommends approval.

**RESOLUTION NO. R-2015-2890** 

WHEREAS, the City of Round Rock has previously entered into a contract ("Contract") with

APAC Texas, Inc. - Wheeler Companies for the 2014 Street Maintenance Program (Overlay) Project,

and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to

the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said

Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity

Adjustment/Change Order No. 1 to the Contract with APAC Texas, Inc. – Wheeler Companies for the

2014 Street Maintenance Program (Overlay) Project, a copy of said quantity adjustment/change order

being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and

subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act,

Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 8th day of October, 2015.

	ALAN MCGRAW, Mayor City of Round Rock, Texas	
ATTEST:		
	_	
SARA L. WHITE, City Clerk		

Date

## EXHIBIT

"A"

### Contract Quantity Adjustment/Change Order

rev, 06/15				
Department:	Transportation	1		
Project Name:	2014 Street Maintenance Pro		Date	9/10/15
City Project ID Number	MNT14		Change Order/Quantity Adjustment No	
Justification				
	e increase was an in Machine Laid HMAC T	d additional streets in the project area that type D Overlay, Pavement Repair, Traffic Co		
SUMMARY			Amount	% Change
Original Contract	Price:		\$5,250,176.25	
Previous Quantity	y Adjustment(s):			
This Quantity Adj	justment:			
Total Quantity Ad	djustment(s):			
Total Contract Pr	rice with Quantity Adjustment(s):		\$5,250,176.25	Carried Anna San Contraction of the Contraction of
Previous Change	Order(s):			0.00
This Change Or	rder:		\$51,600.00	0.01
_	order(s) To Date:		\$51,600.00	0.01
	ct Price [Original Contract Price Plus nent(s) Plus Change Order(s)]:		\$5,301,776.25	
Difference between	en Original and Adjusted Contract Prices:		\$51,600.00	
Original Contract	Time:		275 days	
Time Adjustment	by previous Quan. Adj./Change Order:			-
Time Adjustment	by this Quan. Adj./Change Order:		2 days	
New Contract Tin	ne:		277 Days	
		Submitted for Approval		
Prepared By:	/	Randy Crum, Project Manager Senior, City	of Round Rock	9/10/15
	Signature	Printed Name, Title, Company		Date
		Approvals		
Contractor: (	De la C	DAVID REESE EST/pr	TERAS/MG 9	110/2015
City Project /	Signature	Printed Name, Title, Company		Date
Manager:	2	Randy Crum, Project Manager Senior		9/10/15
h. 10'1	Signature	Printed Name, Title		Date
Mayor/City Manager				

Printed Name, Title

Signature



#### Contract Quantity Adjustment/Change Order

Project Name: 2014 Street Maintenance Program (Overlay)

Quan. Adj./Change Order No.:

1

	Change Order Data								
Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)			
			74.00	100 50	#C F00 67	0.5			
1	Machine Laid Type D HMAC	Ton	71.93	\$90.50	\$6,509.67	0.5			
3	Pavement Repair	Ton	342.9536	\$122.00	\$41,840.34	0.5			
6	Surface Milling	SY	333.333333	\$4.50	\$1,500.00	0.5			
14	Traffic Control	Мо	0.318181	\$5,500.00	\$1,750.00	0.5			
					\$0.00				
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					\$0.00				
					\$0.00				
					\$0.00				
				TOTALS:	\$51600.00	2			



#### **Contract Quantity Adjustment/Change Order**

Project Name: 2014 Street Maintenance Program (Overlay)

Quan. Adj./Change Order No.: 1

**Quantity Adjustment Data** 

Quantity Adjustment Data						
Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Davs)
					\$0.00	
		1			\$0.00	
		1			\$0.00	
****					\$0.00	
	1.4.4.				\$0,00	
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					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$0.00	0



## **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: G.5

Title: Consider a resolution nominating a representative for the Williamson

Central Appraisal District Board of Directors.

Type: Resolution

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

**Department:** Finance Department

#### Text of Legislative File 2015-2926

The Williamson Central Appraisal District (WCAD) is responsible for appraising property in the county at its market value for property taxation purposes. The 5-member board of directors sets policies for the WCAD and hired the Chief Appraiser. The board also approves the WCAD annual budget, which is funded by pro-rated assessments of the taxing entities in the county. The board also appoints the Appraisal Review Board, a quasi-independent group that hears and rules on property tax protests.

The WCAD board of directors is intrumental in development and maintaning an appraisal district that is well managed and fair toboth individual tax payers and the entities that depend upon property tax revenue to fund local government operations. Staff recommends nominating Rufus Honeycutt for another two year term. Rufus was first appointed to the board in 2011.

This resolution simply allows the City to submit it's nominations which are due by October 15th. Staff will bring back another item to cast votes when that time comes. Staff recommends approval.

RESOLUTION NO. R-2015-2926

WHEREAS, Section 6.03(g) of the Tax Code provides for the governing body of each taxing

unit to nominate individuals for each position to be filled on the Williamson Central Appraisal District

Board of Directors, and

WHEREAS, the Council of the City of Round Rock wishes to nominate Rufus Honeycutt,

Now Therefore,

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

TEXAS,

That the City Council of Round Rock hereby nominates Rufus Honeycutt for the Williamson

Central Appraisal District Board of Directors.

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 8th day of October, 2015.

	ALAN MCGRAW, Mayor City of Round Rock, Texas	
ATTEST:		
SARA L. WHITE, City Clerk		



## **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: G.6

Title: Consider a resolution nominating a representative for the Travis Central

Appraisal District Board of Directors.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2015

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

**Department:** Finance Department

#### Text of Legislative File 2015-2928

The Travis Central Appraisal District (TCAD) is responsible for appraising property in the county at its market value for property taxation purposes. The 5-member board of directors sets policies for the TCAD and hired the Chief Appraiser. The board also approves the TCAD annual budget, which is funded by pro-rated assessments of the taxing entities in the county. The board also appoints the Appraisal Review Board, a quasi-independent group that hears and rules on property tax protests.

The TCAD board of directors is intrumental in development and maintaning an appraisal district that is well managed and fair toboth individual tax payers and the entities that depend upon property tax revenue to fund local government operations. Staff recommends nominating Rico Reyes for another two year term. Rico was first appointed to the TCAD board in 2011.

This resolution simply allows the City to submit it's nominations which are due by October 15th. Staff will bring back another item to cast votes when that time comes. Staff recommends approval.

RESOLUTION NO. R-2015-2928

WHEREAS, Section 6.03(g) of the Property Tax Code provides for the governing body of

each taxing unit to nominate individuals for each position to be filled on the Travis Central Appraisal

District Board of Directors, and

WHEREAS, the Council of the City of Round Rock wishes to nominate Rico Reyes, Now

Therefore,

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

TEXAS,

That the City Council of Round Rock hereby nominates Rico Reyes for the Travis Central

Appraisal District Board of Directors.

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 8th day of October, 2015.

	ALAN MCGRAW, Mayor City of Round Rock, Texas	
ATTEST:		
SARA L. WHITE, City Clerk	<u> </u>	



## **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: G.7

Title: Consider a resolution amending "Appendix A: Fees, Rates and Charges"

to the Code of Ordinances (2010 Edition), by amending Chapter 18,

regarding food establishment fees.

Type: Resolution

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Attachment 2 -2014 A FEE COMPARISON, Attachment 3

-2015 FEES PROPOSED

**Department:** Planning and Development Services Department

#### Text of Legislative File 2015-2896

Williamson County and Cities Health District fees required to operate any food establishment are increasing. Fees for mobile and temporary food establishments have been added to the fee structure. Delinquency fees for failure to renew a permit in a timely manner have been added, and the fee structure for food handler classes has changed. Staff recommends approval.

#### **RESOLUTION NO. R-2015-2896**

A RESOLUTION AMENDING "APPENDIX A: FEES, RATES AND CHARGES" TO THE CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS, RELATED TO CHAPTER 18, FOOD ESTABLISHMENTS.

**WHEREAS**, the City wishes to amend certain fees related to food establishments; Now Therefore

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

I.

That "Appendix A: Fees, Rates and Charges" to the Code of Ordinances, City of Round Rock, Texas, related to Chapter 18 – Food Establishments, is hereby amended to read as follows:

## **APPENDIX A FEES, RATES AND CHARGES**

Section	Subject	Amount		
CHAPTER 18 - FOOD ESTABLISHMENTS				
18-4	Application/Permit fee formula to operate food establishment			
	Food establishments			
	Number of employees (1 to 7)	\$200.00		
	Number of employees (8 to 15)	\$300.00		
	Number of employees (16 to 30)	\$400.00		
	Number of employees (31 to 45)	\$550.00		
	Number of employees (45+)	\$750.00		
	Day care centers			

	Licensed number of children (13 to 40)	\$150.00
	Licensed number of children (41 to 100)	\$250.00
	Licensed number of children (101 or more)	\$300.00
	If an application for any of the above food establishment or day care permits is made after the last day of June of any	
	calendar year, the application fee shall be reduced by 50%	
	Mobile food establishments	\$200.00
	Temporary food establishments	\$50.00
	Delinquency fee upon failure to timely renew permit	
	30-60 days after expiration date	20% of permit fee
	More than 60 days after expiration date	50% of permit fee
18-6	Food handler classes	
	Two-year card fee if training by WCCHD in-house training	\$20.00
	Online class (includes training and two-year registration)	\$20.00
	Two-year card fee if training by Third-Party Accredited Food Handler Training Provider	\$10.00
	Variance application fee	\$150.00
	Establishment plan review	
	Establishment plan review (includes the plan review and one pre-opening inspection)	\$250.00
	Fee for additional inspection conduct at request of establishment	\$75.00
18-8(1)	Compliance inspection fee	\$100.00

and (2)c.		
18-8(2)b.	Reinstatement fee following finding of "second failure" health inspection violation	\$150.00

II.

This Resolution shall take effect 30 days from and after its adoption by the City Council.

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 8th day of October, 2015.

	ALAN MCGRAW, Mayor City of Round Rock, Texas	
ATTEST:		
SARA L. WHITE, City Clerk	<del></del>	

# WCCHD Fee Comparison



		TO THE WOOD OF THE PARTY OF THE								
Type of Permit	WCCHD Fees	City of Plano		SA Metro Health District ***	ATCHD Austii fees	n ATCHD	Travis Co.	Galveston Co. HD	McKinney	McClennon
Food Establishment (FE) 1 - 7 employees	\$150		\$250	<6 \$220 6-7 \$440	\$310	<b>\$150</b>				
FE 8 - 15 employees	\$250			8-10 \$440 11-15 \$660	8-9 \$310 10 - 15 \$435	\$150				
FE 16 - 30 employees	\$350		<25 \$250 25+ \$300	16-25 \$660 26 - 30 \$880	16 - 25 \$435 26 - 30 \$620	\$250				
FE 31 - 45 employees	\$500		\$300	31 - 45 \$880	31 - 45 \$620	\$300				
FE >45 employees Seating 1 - 30 OR	\$700		\$300 may be more than one permit/FE	46-50 \$880 <50 \$1,100	46 - 50 \$620 51 - 100 \$805 >100 \$990	\$300				
no seating <2,500 Sq. Ft.										150 (funding) 200 (non funding)
Seating 31 - 100 OR no seating 2,501 - 10,000 Sq. Ft.										225 (funding) 300 (non funding)
Seating 101 + OR no seating 10,001 + Sq. Ft.										350 (funding) 450 (non funding)
Schools 2 insp/yr	see FE	\$500	see FE	\$215	see FE	see FE		see FE	\$300	by Sq. Ft. of Kitchen/Food areas only
C Store; Markets.; Coffee Shop; Dessert Store		\$300							\$250	
Fast Food; Meat Mkt; Bakery; Deli; Catering		\$400							\$250	
Full Service FE		\$500							\$300	
Grocery Stores		\$800							\$400	
Mega Stores		\$1,000								
Low Risk FE								225 - 1 insp		

# WCCHD Fee Comparison

WCCHD WCCHD
STORAGE STORES

	n	TO DELINE STOCK W					_	_	
Medium Risk FE							275 - 2 insp		
High Risk FE							300 - 4 insp		
Daycare FE 13 - 40 children	\$150	All Daycares \$400	All Daycares \$150						
Daycare FE 41 - 100 children	\$250	\$400	\$150						
Daycare FE > 100 children	\$300	\$400	\$150						
Reinstatement of suspended permit	\$100		\$150.00 \$100.00 reinspection	\$100					
Plan Review with 2 inspections	\$200		\$175 with one inspection		\$85.00 - \$250.00 no insp; fee by size of est	\$10.00 no insp			
Mobile FE (MFE) - Restricted	\$150	\$275	\$250		app. fee \$125 \$90/unit fire insp \$125	\$60	\$225 low risk; 1 insp	\$200	
MFE - Unrestricted	\$150	\$300	\$300	\$265	app. Fee \$125 \$210.00/unit fire insp \$125	\$60	\$275 medium risk 2 insp \$300 high risk 3 insp	\$500	
Pushcart	\$150		\$250	\$72					
Seasonal FE	*75	\$150		\$75					
Temporary Food Establishment	\$35	\$75		35/booth/day pd less	\$35 2 days or less \$70 3-5 days \$90 6-14 days	\$20 - 2 days \$30 - 3-5 days \$40 - 6-14 days	\$75 - 2 full days prior to event \$100 less than 2 full business days	\$50	
Egg Permit	\$35								
Amended Permit / Change of Owners	\$50			\$50	\$165				
Farmers Markets					210 mkt.permit 210 sampling 35 1 day/1 wk 490 1 day/14 wks		175 <10 vendors 275 10+ vendors 175 non farm product vendor	\$200	

<sup>\*</sup>no longer issued



# Williamson County and Cities Health District

# Williamson County Food Safety Working Group

2015 Proposed Fee Schedule

	Number				Totals using		Totals using		Totals using
	Permits	Permit Fees	Total Fees	Proposed	2014	Proposed	2014	Proposed	2014
Number Employees	Sold 2014	2014	2014	Fees	Numbers	Fees	Numbers	Fees	Numbers
Temporary Food									
Establishment	408	\$35	\$14,280	\$50	\$20,400	\$50	\$20,400	\$50	\$20,400
Mobile Food									
Establishment	42	\$150	\$6,300	\$200	\$8,400	\$200	\$8,400	\$200	\$8,400
1 to 5	535	\$150	\$80,250	\$200	\$107,000	\$200	\$107,000	\$200	\$107,000
6 to 15	255	\$250	\$63,750	\$250	\$63,750	\$300	\$76,500	\$300	\$76,500
16 to 30	188	\$350	\$65,800	\$350	\$65,800	\$400	\$75,200	\$400	\$75,200
31 to 45	76	\$500	\$38,000	\$500	\$38,000	\$500	\$38,000	\$550	\$41,800
46 +	57	\$700	\$39,900	\$700	\$39,900	\$700	\$39,900	\$750	\$42,750
Totals			\$308,280		\$343,250		\$365,400		\$372,050

All fees based on number of employees of the establishment

Increase lowest fee level by \$50

Increase 3 lowest fee levels by \$50

Increase all fee levels by \$50



# **City of Round Rock**

# **Agenda Item Summary**

Agenda Number: H.1

Title: Consider an ordinance amending Chapter 18, Code of Ordinances (2010

Edition), regarding food establishments. (First Reading)\*

Type: Ordinance

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, WCCHD, WCCHD - 2013 Food Program Budget

**Department:** Planning and Development Services Department

# Text of Legislative File 2015-2895

Chapter 18 will be replaced in its entirety with the language included in this ordinance. Amendments herein are being made as a result of changes to state law and other changes requested by the Williamson County and Cities Health District.

Staff recommends approval.

1	ORDINANCE NO. 0-2015-2895
2	AN ORDINANCE AMENDING CHAPTER 18, CODE OF ORDINANCES
3	(2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING FOOD
4	ESTABLISHMENTS; AND PROVIDING FOR A SAVINGS CLAUSE AND
5	REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.
6	BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK,
7	TEXAS:
8	I.
9	That Chapter 18, Food Establishments, Code of Ordinances (2010 Edition), City
10	of Round Rock, Texas, is hereby replaced in its entirety and shall read as follows:
11	Chapter 18 - FOOD ESTABLISHMENTS
12	Sec. 18-1 Texas Food Establishment Rules adopted.
13 14 15 16 17 18 19 20	Regulations of food service establishments, retail food stores, <u>and mobile food unitsestablishments</u> , and roadside food vendors, V.T.C.A., Health and Safety Code ch. 437; and the Texas Administrative Code, title 25, part 1. Texas Department of Health, chapter 229, Food and Drug, subchapter K. Texas Food Establishments, sections 161 through 171 and sections <u>472–173</u> through 175, <u>including the provisions of 25 Texas Administrative Code, Chapter 228 when adopted, (Texas Food Establishment Rules)</u> are hereby adopted by the city. Penalties, conditions and terms of the said Texas Food Establishment Rules are hereby adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes as set forth in this chapter.
21	Sec. 18-2 Definitions.
22 23 24	The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions shall apply in the interpretation and enforcement of this chapter:
25 26	Authorized agent or employee means the designated representative of the Williamson County and Cities Health District (WCCHD).regulatory authority, as the term is defined in this section.
27	Bed and Breakfast limited facility means:
28	(1) an establishment with seven or fewer rooms for rent;
29	(2) an establishment that serves breakfast to overnight guests;
30	(3) the establishment is not a retail food establishment; and
31 32	(4) the owner or manager shall successfully complete a food manager's certification course accredited by the department.
33 34	Business days means the days that the Williamson County and Cities Health District (WCCHD) is open to conduct business with the public.
35	Cottage food production operation means an individual, operating out of the individual's home, who:
36	(1) produces at the individual's home, subject to Section 437.0196:

1 2	(i) a baked good that is not a potentially hazardous food, as defined by Section 437.0196;
3	(ii) candy;
4	(iii) coated and uncoated nuts;
5	(iv) unroasted nut butters;
6	(v) fruit butters;
7	(vi) a canned jam or jelly;
8	(vii) a fruit pie;
9	(viii) dehydrated fruit or vegetables, including dried beans;
10	(ix) popcorn and popcorn snacks;
11	(x) cereal, including granola;
12	(xi) dry mix;
13	(xii) vinegar;
14	(xiii) pickles;
15	(xiv) mustard;
16	(xv) roasted coffee or dry tea; or
17	(xvi) a dried herb or dried herb mix;
18 19	(2) has an annual gross income of \$50,000 or less from the sale of food described by Paragraph (1);
20 21 22	(3) sells the foods produced under Paragraph (A) only directly to consumers at the individual's home, a farmers' market, a farm stand, or a municipal, county, or nonprofit fair, festival, or event; and
23 24	(4) delivers products to the consumer at the point of sale or another location designated by the consumer.
25	Director means the director of the WCCHD or its designated representative.
26	Food establishment.
27 28	(1) The term "food establishment" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption:
29 30 31 32	a. such as a restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, vending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank; and
33 34 35	<ul> <li>b. that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers;</li> </ul>
36	c. the term "food establishment" includes:
37 38 39	<ul> <li>a. an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the WCCHD; and</li> </ul>
40 41 42	b. an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises; and regardless of whether there is a charge for the food.

1	d. The term "food establishment" does not include:
2	<ul> <li>a. an establishment that offers only prepackaged foods that are not time / temperature control for safety food;</li> </ul>
4	b. a produce stand that only offers whole, uncut fresh fruits and vegetables;
5	c. a food processing plant;
6	d. a cottage food production operation;
7	e. a Bed and Breakfast limited facility; or
8	f. a private home that receives catered or home-delivered food.
9 10 11 12	a. Such as a restaurant; retail food store; satellite or catered feeding location; catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people; market; vending location; conveyance used to transport people; institution; or food bank; and
13 14 15	<ul> <li>That relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.</li> </ul>
16	_ <del>(2) The term "food establishment" includes:</del>
17 18 19	a. An element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; and
20 21 22	<ul> <li>An operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises; and regardless of whether there is a charge for the food.</li> </ul>
23	(3) The term "food establishment" does not include:
24	a. An establishment that offers only prepackaged foods that are not potentially hazardous;
25	b. A produce stand that only offers whole, uncut fresh fruits and vegetables;
26	c. A food processing plant;
27 28 29	d. A kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function such as a religious or charitable organization's bake sale if allowed by law;
30 31	e. An area where food that is prepared as specified in subsection (3)d of this section is sold or offered for human consumption;
32	f. A bed and breakfast limited facility as defined in these rules; or
33	g. A private home that receives catered or home-delivered food.
34 35 36 37	Food handler means any person in a food establishment who handles food or drink during preparation or serving, or who comes in contact with any eating or cooking utensils, or who is employed in an area where food or drink is prepared, served, transferred, stored, packed, sold, or otherwise handled.
38	Health official means the authorized representative of the WCCHD.
39	Mobile food establishment means a vehicle mounted food establishment that is readily moveable.
40 41 42 43	Nonprofit organizations means a civic or fraternal organization, charity, lodge, association, proprietorship or corporation possessing a 501(C) exemption under the Internal Revenue Code; or religious organizations meeting the definition of "church" under the Internal Revenue Code, Section 170(b)(1)(A)(I).

Person means person, firm, or corporation or association.

# Regulatory authority means the WCCHD.

State laws and rules means Texas Food Establishment Rules.

Temporary food establishment means a food establishment that operates in conjunction with a special event or celebration that:

- (1) Operates for more than four hours in a single day, serves potentially hazardous foods, and is open to the general public; or
- (2) Operates for a period of no less than two consecutive days and no more than 14 days.

# Sec. 18-3. - Permits required.

 It shall be unlawful for any person to operate a food establishment in the city who does not possess an unrevoked permit from the city, issued by the WCCHD. The health official shall be and is hereby authorized to issue permits to any person making application therefor, authorizing the operation of a food establishment in the city; provided, only a person who complies with the requirements of this chapter shall be entitled to receive and retain such permit. Permits are not transferable from one person to another or from one location to another, except as otherwise permitted by this chapter. All permits expire on December 31 of each year, with the exception of permits issued to schools (K-12). School food establishment permits are valid September 1 through August 31. A valid permit must be posted in or on every food establishment regulated by this chapter.

### Sec. 18-4. - Permit fees.

- (a) Every person seeking to operate a food establishment in the city shall make a written application to the WCCHD, upon forms prescribed and furnished by the WCCHD, for a permit. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. Incomplete applications will not be accepted. Failure to provide all required information, or falsifying information required, may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- (b) Prior to the approval of an initial permit or the renewal of an existing permit, the health official shall make or cause to be made an inspection of the premises to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules may be denied a permit or the renewal of a permit.
- (c) If the food establishment comes within the requirements of this chapter, the health official shall approve said application; whereupon, the applicant shall pay to the WCCHD a fee based on the formula as currently established or as hereafter adopted by resolution of the city council from time to time.
- (d) All applications for permits and inspections shall be accompanied by the appropriate fee(s) as set forth in appendix A of this Code.
- (e) Nonprofit organizations, as defined in this Chapter, are exempt from payment of the permit fee for temporary food establishments.

Every person seeking to operate a food establishment in the city shall make a written application to the WCCHD, upon forms prescribed and furnished by the WCCHD, for a permit. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. Incomplete applications will not be accepted. Failure to provide all required information, or falsifying information required, may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit. Prior to the approval of an initial permit or the renewal of an existing permit, the health official shall make or cause to be made an inspection of the premises to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules may be

denied a permit or the renewal of a permit. If the food establishment comes within the requirements of this chapter, the health official shall approve said application; whereupon, the applicant shall pay to the WCCHD a fee based on the formula as currently established or as hereafter adopted by resolution of the city council from time to time.

# Sec. 18-5. - Review of plans.

Whenever a food establishment is constructed or extensively remodeled, meaning that 20 percent or greater of the area is to be remodeled, and when an existing structure is converted to use as a food establishment, plans and specifications for such construction, remodeling or conversion shall be submitted to WCCHD for review before work is begun. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas; and the type and model of proposed fixed equipment and facilities. The plans and specifications shall be approved by WCCHD if they meet the requirements of this chapter. The approved plans and specifications must be followed in the construction, remodeling or conversion of the food establishment.

- (a) A permit applicant or permit holder shall be required to submit to the WCCHD properly prepared plans and specifications for review and approval before:
  - 1. The construction of a food establishment;
  - 2. The conversion of an existing structure for use as a food establishment; or
  - 3. The remodeling of a food establishment or a change of type of food establishment or food operation, or under the conditions set by the WCCHD, if the WCCHD determines plans and specifications are necessary to determine compliance with code provisions.
- (b) The plans and specifications shall indicate the proposed layout, mechanical schematics, construction materials and finish schedules, proposed equipment types, manufacturers, model numbers, locations, dimensions, performance capacities and installation specifications. The plans will contain an intended menu and the anticipated volume of food to be stored, prepared, and sold or served. The plans and specifications will be approved by the WCCHD if they meet the requirements of the rules adopted by this ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.
- (c) The plans must include information and evidence that standard procedures that ensure compliance with the requirements of the State rules are developed or are being developed.
- (d) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.
- (e) The Establishment Plan Review fee must be submitted before the plan will be reviewed.

### Sec. 18-6. - Registration of food handlers.

It shall hereafter be unlawful for any person operating any food establishment to work or employ a food handler until regulations and all city ordinances, now and hereafter enacted, and all provisions of this chapter section are complied with, and until such food handler has received a food handler's registration card certificate from the WCCHD which is valid at the time of such employment.

- (1) Issuance of registration certificates and payment of fees. WCCHD shall issue food handler's registration certificates to food handlers who attend and satisfactorily pass a food handler's class offered within the county, or who satisfactorily pass a test from a trainer that became certified through WCCHDwho received approved training and paid the appropriate fee. The Food Handler certificate will be valid for two (2) years.
- (2) Education and examination of applicant. No food handler's registration card shall be issued by WCCHD to any person required by law or by this chapter to have or exhibit such card until the applicant shall have met the following requirements:

- a. Completes a class in basic food sanitation. The schedule, time and location of class sites shall be announced by the director of the environmental division of WCCHD. The primary emphasis of this class will be directed toward the food workers' sanitation practices and behavior when working in a food establishment. It shall be the responsibility of the person in charge of the food establishment to ensure that safe food practices are in use at all times. Completes a "train the trainer" class. Food establishments who wish to train their own food handlers may do so after meeting the following conditions: A food establishment employee must complete a two-hour "train the trainer" class. The food establishment employee may then train other employees on site and administer the test supplied by WCCHD to those employees; or
  - 2. A food establishment employee certified to teach the state-certified food protection management class may submit an outline of the class they will be teaching and a copy of the test to be given to the employees after the class is completed at their site.

WCCHD reserves the right to suspend the option provided in this subsection (2)b as a method for obtaining food handler cards.

- (3) Issuance and effective period of food handler's cards. Upon completion of the required classes described above and administrative processing, each individual shall be issued a food handler's card by WCCHD, which shall be valid for the time period stipulated on the card.
- (42) Display of food handler's <u>cardscertificate</u>. The food handler's <u>card-certificate</u> issued to each individual shall be posted at the place of employment in a location readily visible and accessible to the health official for verification.
- (53) Managers and supervisory personnel. Managers, assistant managers, and shift supervisors and supervisory personnel who have completed the state certified food protection managers course received a certification document from an accredited Food Protection Managers certification program shall be exempt from obtaining a food handler's card certificate from WCCHD. The certificate provided by the state shall be posted at the place of employment in a location readily visible and accessible to the health official for verification. The certificate shall be posted at the place of employment in a location readily visible and accessible to the Health Official for verification.
- (4) Certified Food Protection Manager Requirement. Each food establishment must employ at least one employee that has supervisory and management responsibility that is a certified food protection manager. The certified food protection manager must have the authority to direct and control food preparation and service. The certificate shall be posted at the place of employment in a location readily visible and accessible to the Health Official for verification.

## Sec. 18-7. - Inspection of food establishments.

- (a) The health official shall inspect every food establishment located within the city. The frequency of inspection shall be prioritized based upon assessment of the food establishment's history of compliance and the potential for causing foodborne illness. An assessment will be completed by the WCCHD to rank the food establishment as high, medium, or low risk for the potential for causing foodborne illness. The inspection frequency will vary by risk and be determined by the WCCHD.
- (b) Upon request of the health official, the person operating the food establishment shall permit access to all parts of the establishment under inspection and shall permit inspection and copying of all records of food purchased. The Health Official shall be allowed to take photographs as part of the inspection process.

- (c) The health official may take and examine samples of food, drink and other substances found on the premises for the detection of unwholesomeness and adulteration and may condemn and forbid, and cause to be removed or destroyed, any food or drink which is unwholesome, adulterated, or any potentially hazardous food held at temperatures which allow the growth of dangerous organisms.
- (a) The health official shall inspect every food establishment located within the city. High-risk establishments that prepare and serve potentially hazardous food and/or serve a highly susceptible population shall be inspected a minimum of four times a calendar year. Establishments that serve only prepackaged, non-potentially hazardous foods shall be inspected a minimum of two times a calendar year. Additional inspections of food establishments shall be performed as deemed necessary to protect against public health hazards or nuisances, and additional fees shall be charged to the food establishments for these visits. Visits associated with unsubstantiated complaints received by WCCHD will not require payment of additional fees by the food establishment. Upon request of the health official, the person operating the food establishment shall permit access to all parts of the establishment under inspection and shall permit inspection and copying of all records of food purchased.
- (b) The health official may take and examine samples of food, drink and other substances found on the premises for the detection of unwholesomeness and adulteration and may condemn and forbid, and cause to be removed or destroyed, any food or drink which is unwholesome, adulterated, or any potentially hazardous food held at temperatures which allow the growth of dangerous organisms.

## Sec. 18-8. - Violations and posting of certificates.

 If, during an inspection, the health official discovers violations of state laws and rules or this chapter that earn more than 30 demerits on multiple inspections during a 12-month period, then based upon the results of the inspection the health official shall post a certificate of grade as follows:

- (1) First failure. An "UNSATISFACTORY" placard shall be posted on the front door or front window, or if the food establishment does not have a front door or front window, then upon a wall of the food service area inside the food establishment, and said placard shall be displayed in clear view to the public and shall not be covered from sight, defaced or removed except by the health official after an inspection is performed earning 30 or fewer demerits. The followup inspection shall occur within two business days of the failed inspection. A Compliance Inspection fee must be paid prior to the inspection and removal of the placard.
- (2) Second failure. When a second failed inspection occurs within 12 months of the first failed inspection, an "UNSATISFACTORY" placard shall be posted on the front door or front window, or if the food establishment does not have a front door or front window, then upon a wall of the food service area inside the food establishment, and said placard shall be displayed in clear view to the public and shall not be covered from sight, defaced or removed except by the health official after an inspection is performed earning 30 or fewer demerits. The permit shall be suspended and the operations of the establishment shall cease immediately. The food establishment shall remain closed for a minimum of 48 hours and fulfill the following requirements before reopening:
  - a. The management of the food establishment must meet with and submit a written plan of action to the director of the environmental division of WCCHD or his appointee. The plan of action shall address critical violations of the previously failed inspections.
  - b. A reinstatement fee as currently established or as hereafter adopted by resolution of the city council from time to time shall be paid to the WCCHD Environmental Division located at 303 Main, Georgetown, Texas 78626.
  - c. A followup inspection will be conducted within one business day of fulfillment of the requirements listed in subsections (2)a and b of this section. A Compliance Inspection fee must be paid prior to the inspection.

- d. The food establishment shall be placed on a 30-day inspection schedule until two consecutive inspections result in a score of 30 or fewer demerits.
- (3) Third failure. When a third failed inspection occurs within 12 months of the first failed inspection, an "UNSATISFACTORY" placard shall be posted on the front door or front window, or if the food establishment does not have a front door or front window, then upon a wall of the food service area inside the food establishment, and said placard shall be displayed in clear view to the public and shall not be covered from sight, defaced or removed except by the health official. The person in charge shall be provided written notice of the intent of WCCHD to permanently revoke the permit.

# Sec. 18-9. - Suspension and revocation of permit.

- (a) A permit to operate a food establishment may be suspended by the health official without warning, notice, or hearing if the operation of the food establishment constitutes an imminent hazard to public health, or upon violation by the holder of any of the terms of this chapter. Suspension is effective upon service of a written notice to the person in charge. When a permit is suspended, food operations shall cease immediately. WCCHD may lift the suspension at any time if it deems that the reasons for the suspension no longer exist.
- (b) The regulatory authorityWCCHD may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of this chapter or for interference with the regulatory authorityWCCHD in the performance of its duties. Prior to revocation, the regulatory authorityWCCHD shall provide written notice to the holder of the permit or the person in charge of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the five working days following service of such notice.
- (c) The suspension or revocation notice shall include the procedure for appealing the suspension or revocation. In the event the health official refuses a permit to an applicant, or a permit is suspended or revoked by the health official, the applicant whose permit is refused, or the holder of a permit which has been revoked or suspended, shall have the right of appeal to the WCCHD director by filing an appeal in writing with the WCCHD director within five days from refusal to grant said permit, or receipt of the revocation or suspension notice of said permit by the health official. Pending action on the appeal, a permit which has been suspended or revoked shall be considered suspended or revoked. If a written appeal is not filed within five days from refusal to grant a permit or receipt of the written notice, the suspension, revocation or refusal to grant a permit shall be sustained.

### Sec. 18-10. - Reinstatement of permit.

Any person whose permit has been suspended may at any time make application to the health official for reinstatement of the permit. Such application shall contain a statement signed by the applicant to the effect that the violation of this chapter has been corrected and shall be accompanied by payment of the Permit Reinstatement Fee. Within one week after the receipt of such application, the health official shall reinspect the applicant's food establishment to determine whether the applicant is again complying with the requirements of this chapter, and shall reinstate the permit if the applicant is complying with this chapter.

### Sec. 18-11. - Enforcement interpretation.

This chapter shall be enforced by the health official in accordance with the state laws and rules.

## **Sec. 18-12. - Penalties.**

- 43 (a) In addition to any other penalties herein before provided and unless another penalty is in this chapter 44 provided, whoever shall do any act or thing required by the terms of this chapter or in anywise violate 45 the provisions thereof, shall be fined as provided for in section 1-9
- 46 (b) It shall not be necessary for the complaint to allege or to prove that the act or omission was knowingly done or omitted.

1						
2	II.					
3	A. All ordinances, parts of ordinances, or resolutions in conflict herewith are					
4	expressly repealed.					
5	B. The invalidity of any section or provision of this ordinance shall not					
6	invalidate other sections or provisions thereof.					
7	C. The City Council hereby finds and declares that written notice of the date,					
8	hour, place and subject of the meeting at which this Ordinance was adopted was posted					
9	and that such meeting was open to the public as required by law at all times during					
10	which this Ordinance and the subject matter hereof were discussed, considered and					
11	formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas					
12	Government Code, as amended.					
13	Alternative 1.					
14	By motion duly made, seconded and passed with an affirmative vote of all the					
15	Council members present, the requirement for reading this ordinance on two separate					
16	days was dispensed with.					
17	READ, PASSED, and ADOPTED on first reading this day of					
18	, 2015.					
19	Alternative 2.					
20	READ and APPROVED on first reading this the day of					
21	, 2015.					

1	READ, APPROVED and ADOPT	<b>ED</b> on second reading this the day of
2	, 2015.	
3		
4		ALANIMOGRAW Mayor
5 6		ALAN MCGRAW, Mayor City of Round Rock, Texas
7		•
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11 12	, ,	
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# Round Rock Food Establishment Ordinance

# 1 Introduction

The Williamson County and Cities Health District (WCCHD) is proud to serve as Round Rock's public health department since 1943. WCCHD provides a wide array of services to the citizens of Round Rock including immunizations; disease investigations; clinical services; environmental health services; community health education and wellness promotion; and women, infants, and children(WIC) encounters. The Retail Food Program is part of the Environmental Health Services Division. The Food Program staff conduct numerous food safety activities in Round Rock in an effort to enforce the Round Rock Food Establishment Ordinance, promote safe food and reduce foodborne illness.

# 2 HISTORY OF THE ROUND ROCK FOOD ORDINANCE

The first City of Round Rock Food Ordinance was adopted in 1985. The enforcement of the ordinance, including inspections and permitting, was delegated to what was then the Williamson County Health Department. This first ordinance established the longstanding partnership with WCCHD's Environmental Health Services Division and the City to promote safe food and prevent foodborne illness by compliance with the retail food regulations. The ordinance adopted the State's food regulations by reference. The States' food regulations are based on science and best practices and are the minimum standards for Texas. The adoption by reference has continued as the City's ordinance has been amended.

The Round Rock Food Ordinance was amended in 1995 to reflect the change in the State's retail food regulations. Increases were made to the fee schedule. The Round Rock Food Ordinance was amended again in 2003 and renamed as the Round Rock Food Establishment Ordinance to mirror significant revisions in the Texas Food Establishment Rules (TFER). Changes were made to update current definitions and changes in best practices. The permit fees were increased in some levels and details regarding enforcement procedures were added.

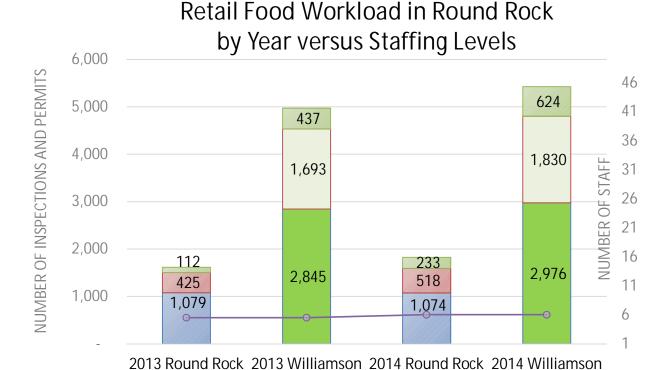
On March 6, 2008, the WCCHD Board of Health approved a new fee schedule after Senate Bill 1380 was adopted in 2007 by the Texas Legislature. The legislation removed the cap of \$300 and allowed a public health district to collect and increase fees in a uniform manner in order to cover the cost of services. The retail food program is entirely funded by fees and does not depend on local health district member funding or general revenue. The Executive Director of the Health District sent correspondence to the City Manager advising of the fee increases. The Round Rock Food Ordinance was not amended at that time to reflect the increases in the fee schedule.

The City of Round Rock adopted an amendment to the ordinance on July 23, 2009 that changed the definition of Temporary Food Establishment. The revision allowed for the permitting and inspection of temporary food establishments that operate longer than 4 hours.

# 3 Overview of the WCCHD Retail Food Program

The WCCHD Retail Food Program enforces the provisions of 12 city food ordinances and the health district's food order. The program currently permits approximately 1,878 food establishments, including mobile food establishments and schools. Of this 2015 (to date) number, 559 food establishments are permitted in Round Rock. An additional 139 Temporary Establishment Permits have been issued for Round Rock. The total county number of Temporary Food Establishment Permits is 447 for 2015.

The Food Program staff conduct routine inspections, food safety complaint investigations, compliance inspections, and plan reviews of new food establishments to ensure compliance with the regulations and prevent foodborne illness. The staff works with the WCCHD Disease Control and Prevention Team to investigate foodborne illnesses. To date in 2015, the staff have conducted 694 inspections, 40 complaint investigations and 37 plan reviews in Round Rock. The chart below illustrates the number of services that the staff conducted for Round Rock in 2013 and 2014 and includes the total numbers conducted county-wide. Round Rock, as the largest city on Williamson County, receives a large percentage of the workload.



Current staff composed of 1 team leader, 5 field inspectors, and 2 customer service representatives. All food safety inspection officers (inspectors) are trained and standardized in accordance to state and federal recommendations for a competent workforce.

All cities within Williamson County require that food handlers working in a retail food establishment have a Food Handler Registration Card issued by the (WCCHD). WCCHD retail food program staff conduct in-house classroom Food Handler Training. Online Food Handler Training by a contract vendor is also offered. Food Handler Training by other licensed or accredited programs is accepted with additional registration be WCCHD.

# 4 RETAIL FOOD PROGRAM STANDARDS

WCCHD is enrolled in the U.S. Food and Drug Administrations' Voluntary National Retail Food Regulatory Program Standards (Program Standards). The Program Standards are promoted and supported by the Texas Department of State Health Services (DSHS), local health departments, other state agencies, and federal agencies. There are currently 62 local health departments in Texas enrolled in the Program Standards.

The Program Standards serve as a guide to regulatory retail food program managers in the design and management of their programs. They establish a recommended framework for a regulatory program. The Program Standards are considered best practices and are based on the concept of continuous quality improvement. The goal is achieve national uniformity among regulatory programs and is greatly encouraged the retail food industry.

Active managerial control of the risk factors associated with foodborne illness is promoted. This means that the retail food program staff work closely with food establishment owners to understand how to achieve compliance. Time is needed to educate and provide guidance to the owners and goes beyond the regulatory inspections.

There are 9 separate Program Standards as listed as follows: 1. Regulatory Foundation; 2. Trained Regulatory Staff; 3. Inspection Program Based on HACCP Principles; 4. Uniform Inspection Program; 5. Foodborne Illness and Food Defense Preparedness and Response; 6. Compliance and Enforcement; 7. Industry and Community Relations; 8. Program Support and Resources; and 9. Program Assessment. WCCHD believes that meeting and following the recommendations of the Program Standards will provide for the best services for the citizens of Round Rock and Williamson County.

# 5 WILLIAMSON COUNTY FOOD SAFETY WORKING GROUP

The concept of forming a Williamson County Food Safety Working Group began in January 2014 as a result of the 83<sup>rd</sup> Session of the Texas Legislature. Statues were amended relating to Cottage Food Production Operations and Farmers' Markets. A letter was sent by Dr. Riggins, Executive Director of WCCHD, to the elected officials and city managers in Williamson County. He asked for assistance in

# Williamson County and Cities Health District

identifying constituents to participate on standing Food Safety Working Group. The first charge of the working group would be to review and address the legislative changes made in 2013.

The Working Group was formed and the first meeting was held on May 14. 2015. Members include representatives from WCCHD member cities, the retail food store industry, retail food establishments, food safety professionals, the Farmers' Markets organizations, agricultural agencies and community partners. The goals and charges were discussed and approved at the first meeting and are as follows:

- 1. Review and discuss possible regulatory oversight of Farmer's Markets
- 2. Review of current fee structure, funding strategies and proposal of revisions to fee categories and levels
- 3. Review of City Food Ordinances, County Food Order and Food Establishment Rules
- 4. Review of enforcement strategies, policies and variance procedures
- 5. Review of evolving food safety principles and practices and food industry trends, including the increase of the mobile food establishments
- 6. Discuss food safety interventions in the prevention of foodborne illness disease, including public and consumer education

The Working Group reviewed the current lack of regulatory oversight of Farmer's Markets and agreed that the vendors selling the Time/Temperature Controlled for Safety (TCS) foods need to be monitored for holding temperature and approved source requirements. A Farmers' Market is not defined as a food establishment and does fall under the regulatory provisions of TFER. A new WCCHD Farmers' Markets Order was submitted through the rule-making process, including presentation at two public hearings, and was adopted on November 6, 2014. The first charge of the Working Group was achieved.

The next charge of the Working Group was to review the current fee structure and determine whether the fees needed to be aligned with the county's growth and increase in number of food establishments. They reviewed the 2013 Retail Food Program Budget (the 21014 budget information was not complete). This document is included as Attachment 1. The Working Group also compared the WCCHD permit fees with those of other health departments. This document is also included as Attachment 2 for review. The Working Group made the recommendation to raise fees and discussed different levels of a possible fee schedule. The third attachment is the document used for discussion. The decision was made to raise all levels of fees by \$50 to minimize the impact on any single level food establishment.

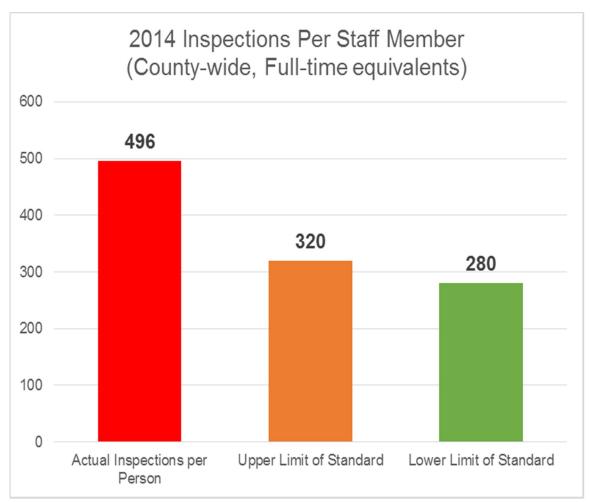
# 6 MAINTAIN SERVICES BY INCREASING FEES

The citizens of Round Rock have a good understanding of food safety principals and have knowledge and concerns of foodborne illness. They have high expectations of their health department and want the restaurants to be inspected, the food handlers to be trained, and their complaints investigated in a timely manner. These assumptions cam be made from the number of complaints and calls regarding food safety issues.

The citizens also expect guidance and support when they want to open a new food establishment or try and new specialized food process. A trained, competent and responsive food program staff is required to assist and educate the community.



The Program Standards, Standard 8, Program Support and Resources, recommend a staffing level of 1 FTE for every 280 – 320 inspections. In 2013 the inspection staff averaged 517 inspections per year and in 2014 averaged 496 inspections (1/2 FTE was added). The chart below illustrates that we are falling far below the recommendation needed to provide the services needed by our citizens.



The Program Standards also provides recommendations for resources such as up-to-date inspection equipment and administrative support. A good database is required to maintain inspection data, run, analyze, and report information

# 7 SUMMARY OF ORDINANCE CHANGES

The following as a summary of the changes that are being proposed in the revised Round Rock Food Ordinance:

Added reference to 25 TAC 228 to be adopted by reference when it is adopted as the new TFER



- Added a definition for "Nonprofit Organizations".
- Added exemption of Nonprofit Organizations from payment of permit fees for Temporary Food Establishments. They must continue to meet minimum standards for food safety as required in the Texas Food Establishment Rules (TFER).
- Changed wording under "Review of Plans" to define when those are to be conducted and the information to be included.
- Changed wording on requirements for Food Handler Cards, removed Train the Trainer option, as we no longer offer that course, and indicated a 2 year validation of those cards.
- Added requirement for Certified Food Protection Manager, requiring all establishments to employ at least one individual who holds this certificate.
- Changed how we determine Frequency of Inspections to indicate the use of a risk based assessment of all food establishments to determine the number of inspections required per year. The risk of an establishment is determined by the Inspection Frequency Assessment, a standard developed by DSHS. The frequency is determined by policy, with more inspections for higher risk establishments.
- Fee Schedule Alignment added as a separate appendix. Will allow for future changes, without amending the other provisions in the ordinance.

# **DETAILS OF FEE CHANGES**

The proposed fee schedule was recommended by the Food Safety Working Group. All levels of food establishments, based on the number of employees, were increased by \$50 form the current fee schedule. (As a reminder the fee schedule in the current ordinance does not reflect the changes made in 2008.) The lowest level increased from \$150 to \$200 and the highest increased from \$700 to \$700. Only very large food establishments, with more than 46 employees fall into this category. Most food establishments fall into the lowest two categories, as indicated in Attachment 3 with the 2014 data.

The Temporary Food Establishment Permit will increase from \$35 to \$50 to provide review and an inspection of all applicants. The Temporary Food Establishment Permit is waived for the Non-Profit Organizations, in order to support the fund-raising efforts of these organizations.

Lastly, two fees that pertain to compliance and enforcement were added and clarified. A \$100 compliance inspection fee and a \$150 reinstatement fee following a permit suspension were added. The annual permit fees will cover the cost of routine inspections. The extra inspection time and efforts needed to ensure compliance and verify correction of violations will be covered and charged to food establishments that are not in compliance with the regulations.

The City of Round Rock was selected by the Food Safety Working Group to be the first city to amend their food ordinance because the greatest number of food establishment are located within the city. Two of the City staff participated on the Working Group to assist in the amended language.

If the ordinance is approved, a proposal will be made to the WCCHD Board of Health to approve the same fee schedule for all Williamson County and Cites. This ability to charge a uniform fee, mirrored after one member city, is provided by the Texas Health and Safety Code, Section 121.006. The permit renewal fees will be assessed and processed for 2016 and the permit renewal applications will be mailed reflecting the new fee schedule.

WCCHD will hire additional FTEs the conduct the retail food inspections with the revenue generated by the increased fees. The exact number of FTEs will be determined by the increase in the number of food establishment.

WCCHD will also begin the process of updating the WCCHD Food Order to follow the language of the amended Round Rock Food Ordinance. The recommendation to update the WCCHD Food Order was approved at the last meeting of the Food Safety Working Group. Finally, WCCHD will recommend the amended Round Rock Food Ordinance language to any city in Williamson County that want to update their ordinances.



# Williamson County & Cities Health District 2013 Food Program Budget 2013 Food Program Expenditures

2013 Food Program In	<u>come</u>	Salaries -	\$330,259					
Food Est. Permit	\$350,860	Food Safety Inspection Officers - \$192,578						
Amended Food Permit	\$ 200	Food Program Team Lead - \$53, 782						
Extra Inspection Food	\$ 525	Food Program Administration -\$17,510						
Daycare Permit	\$ 20,010	Customer Service Representative - \$66,389						
School permit	\$ 21,400	Fringe Benefits -	\$67,570					
Mobile Permit	\$ 11,200	Fringe Medical and Dental -	\$67,200					
Temp Event Permit	\$ 10,955	Facility Expenses -	\$54,414					
Seasonal	\$ 7,335	Professional Services -	\$1,378					
Plan Review	\$ 39,000	Professional Supplies -	\$1,040					
Food Handler Class	\$ 27,525	Office Supplies -	\$1,635					
FHC Transfer	\$ 17,290	Postage -	\$3,278					
State Food Safety	\$ 40,650	Staff Training, Dues and Registrations-	\$5,460					
General Sanitation	\$ 15,430	Printing -	\$1,703					
Copy FHC	<u>\$ 146</u>	Repairs and Maintenance -	\$4,209					
TOTAL	\$562,526	Fuel and Vehicle Maintenance Expenses -	<u>\$12,015</u>					
		TOTAL EXPENSES -	\$550,161					



# **City of Round Rock**

# Agenda Item Summary

Agenda Number: H.2

**Title:** Consider public testimony regarding and an ordinance rezoning 35.77 acres from the C-1 (General Commercial) and PV (Palm Valley Overlay) zoning districts to the PUD (Planned Unit Development) No. 102 zoning district known as the Diamond Oaks PUD. (First Reading)\*

Type: Ordinance

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

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

with surrounding zoning

**Department:** Planning and Development Services Department

## Text of Legislative File 2015-2825

The PUD proposes three development parcels on the 35.77 acre tract: an approximately 25 acre residential tract and two commercial tracts of approximately 4 acres and 3 acres. When platted as lots, these parcels will be served by a non-residential private street. City code allows for this type of street when approved within a PUD. The private street must comply with City approved design and construction standards and provide perpetual public access for all lots within the development. No gating or other restrictions to access by the general public is allowed.

The residential parcel will be developed as a single family detached, common lot use. The development standards for these homes include exterior finish standards, garage door treatments and private drive aisles with parallel parking and a sidewalk on one side. The parkland requirement for this area has the potential to be met through the dedication of land within the 14+/- acre open space and drainage area to the east of the development parcel. Otherwise, the parkland requirement will be met through the payment of an in-lieu fee.

The commercial parcels will be limited and will not allow convenience stores, gas stations, auto service facilities, car washes, vehicle sales, boat or recreational vehicle sales, or self-service storage. The design standards require pedestrian access and circulation, landscaping or architectural features for primary site entrances and enhanced lighting standards to prevent commercial lighting having a negative impact on the residential area. Also included is a requirement that the exterior building materials, colors, textures and ratios

of materials used be compatible with the existing buildings on adjacent properties.

The Planning and Zoning Commission held a public hearing and voted 6-0 to recommend approval of the rezoning at their meeting on August 19, 2015.

Staff recommends approval.

### **ORDINANCE NO. 0-2015-2825**

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 REZONE 35.77 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY ABSTRACT NO. 297, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM C-1 (GENERAL COMMERCIAL) AND PV (PALM VALLEY OVERLAY) ZONING DISTRICTS TO PUD (PLANNED UNIT DEVELOPMENT) NO. 102 ZONING DISTRICT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 35.77 acres of land, out of the P.A. Holder Survey Abstract No. 297, in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from C-1 (General Commercial) and PV (Palm Valley Overlay) zoning districts to Planned Unit Development (PUD) No. 102 zoning district, and

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

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 19th day of August, 2015, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" be changed to PUD No. 102, and

WHEREAS, on the 8th day of October, 2015, after proper notification, the City Council held a public hearing on the requested amendment, and

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 46-92 and Section 46-132, Code of Ordinances (2010 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 102 meets the following goals and objectives:

- (1) The development in PUD No. 102 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 102 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 102 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 102 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 102 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as, Planned Unit Development (PUD) No. 102, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 102 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

- **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- **B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
- C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this 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.

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Alternative 2.										
READ	and	APPROVED	on	first	reading	this	the		day	of
		, 2015.								
READ,	APPR	OVED and AD	ОРТ	<b>ED</b> on	second i	readin	g this	the	day	of
		, 2015.								
			-	A	MOOD ANA	/ N40				
					MCGRAW Round Ro					
ATTEST:										
_		_								
SARA L. WHI	TE, Cit	y Clerk								

EXHIBIT

FIELD NOTES
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DATE: JULY 20, 2015
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### 35.77 ACRES

35.77 ACRES OF LAND OUT OF THE P.A. HOLDER SURVEY ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 6C, BLOCK C, REPLAT OF LOT 6, BLOCK C, ROUND ROCK EXPRESS SUBDIVISION, SECTION THREE, RECORDED IN DOCUMENT NO. 2014075107, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING ALL OF A CALLED TRACT 1 CONVEYED TO RRE INVESTORS, L.P., IN A DEED RECORDED UNDER DOCUMENT NO. 2007106141, OF SAID OFFICIAL PUBLIC RECORDS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with no cap found in the north right-of way line of U.S. Highway No.79 (A.K.A. East Palm Valley), recorded under Document No. 2000001729, of said Official Public Records, also being the southwest corner of said Tract 1, for an angle point in the south line of this tract;

THENCE S 63°30'54" W, with the north line of said right-of-way and the south line of said Lot 6C, 104.52 feet to a 60D nail in sidewalk found, marking the southeast corner of Lot 6E, Block C, of said re-plat of Round Rock Express Subdivision, for an angle point in the south line of said Lot 6C and this tract;

THENCE N 26°23'13" W, with the east line of said Lot 6E 266.56 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking an angle point in the east line of said Lot 6E, for an angle point in the south line of this tract,

THENCE 37.57 feet along a curve to the left (r=24.30', lc=N 71°24'09" W, 33.94 feet) at 26.35 feet pass a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking the northeast corner of said Lot 6E, and continuing inside of said Lot 6C to a calculated point, for an angle point in the west line of this tract,

THENCE continuing into and across said Lot 6C the following six (6) courses:

- 1. N 26°22'54" W, 37.58 feet to a calculated point, for an angle point in the west line of this tract,
- 2. N 63°37'06" E, 0.95 feet to a calculated point, for an angle point in the west line of this tract,
- 3. 28.28 feet along a curve to the left (r=18.00', lc=N 18°36'14" E, 25.46 feet) to a calculated point, for an angle point in the west line of this tract,
- 4. N 26°24'39" W, 4.41 feet to a calculated point, for an angle point in the west line of this tract,
- 5. S 63°35'33" W, 224.04 feet to a calculated point, for an angle point in the west line of this tract,
- N 47°48'32" W, 520.67 feet to a to a 1/2 inch iron rod with orange cap stamped "BAKER and ALCKLEN" found, marking an angle point in the south line of Lot 4, Block A, Round Rock Express Subdivision, Section one, recorded under Cabinet S, Slides 156-160, Plat Records of Williamson County, Texas,

THENCE: continuing with the boundary of said Lot 6C the following four (4) courses:

- 1. N 25°02'26" E, continuing with the south line of said Lot 4, 880.00 feet to a 1/2 inch iron rod with orange cap stamped "BAKER AND ALCKLEN" found, marking an angle point in the south line of said Lot 4, for the northwest corner of said Lot 6C and this tract,
- 2. N 45°27'27" E, continuing with the south line of said Lot 4, 100.00 feet to a 1/2 inch iron rod with orange cap stamped "BAKER AND ALCKLEN" found, marking an angle point in the south line of said Lot 4, for and angle point in the north line of said Lot 6C and this tract,

### **EXHIBIT "A"**

FIELD NOTES JOB NO. 13151

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- 3. N 63°56'43" E, continuing with the south line of said Lot 4, 338.14 feet to a 1/2 inch iron rod with orange cap stamped "BAKER AND ALCKLEN" found in the east line of that tract called Tract 2 in said deed to RRE Investors, L.P., marking an angle point in the south line of said Lot 4, and marking the northeast corner of said Lot 6C, for an angle point in the north line of this tract,
- 4. S 03°54'36" E, with the east line of said Lot 6C, 90.58 feet to a 1/2 inch iron rod with yellow cap stamped "RJ SURVEYING RPLS 4291" found, marking an angle point in the east line of said Lot 6C, and marking the northwest corner of said Tract 1, for an angle point in the north line of this tract.

THENCE N 84°57'25" E, with the north line of said Tract 1 and the west line of said Tract 2, 158.82 feet to a 1/2 inch iron rod found, for the northeast corner of said Tract 1 and this tract;

THENCE: with the west line of said Tract 2 and the east line of said Tract 1 the following ten (10) courses:

- 1. S 09°45'58" E, 85.05 feet to a 1/2 inch iron rod with yellow illegible cap found, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- S 37°34'30" E, 72.45 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking an
  angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and
  this tract,
- 3. S 49°59'54" E, 502.00 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- 4. S 35°00'43" E, 270.72 feet to a 1/2 inch iron rod found, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- 5. S 07°46'22" W, 21.04 feet to a 1/2 inch iron rod with yellow cap stamped "RPLS 3941" found, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- 6. S 26°57'18" E, 118.01 feet to a 1/2 inch iron rod found, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- 7. N 89°00'45" E, 208.95 feet to a 1/2 inch iron rod with yellow cap stamped "RJ SURVEYING" found, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- 8. S 67°53'39" E, 100.00 feet to a 1/2 inch iron rod with illegible yellow cap found, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- 9. S 37°55'39" E, 66.77 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Tract 2, for an angle point in the east line of said Tract 1 and this tract,
- 10.S 26°48'20" E, 25.17 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set in the north line of said Highway No. 79, marking the southwest corner of said Tract 2, for the southeast corner of said Tract 1 and this tract.

# **EXHIBIT "A"**

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THENCE S 63°34'55" W, with the north line of said right-of-way and the south line of said Tract 1, 1200.00 feet to the point of beginning.

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).

Kenneth Louis Crider, R.P.L.S. No. 5624

Texas Land Surveying, Inc. 3613 Williams Drive, Suite 903 Georgetown, Texas 78628 KENNETH LOUIS CRIDER

5624

SURV

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 – Georgetown, Texas 78628 (512) 930-1600 <a href="https://www.texas-ls.com">www.texas-ls.com</a> TBPLS FIRM No. 10056200

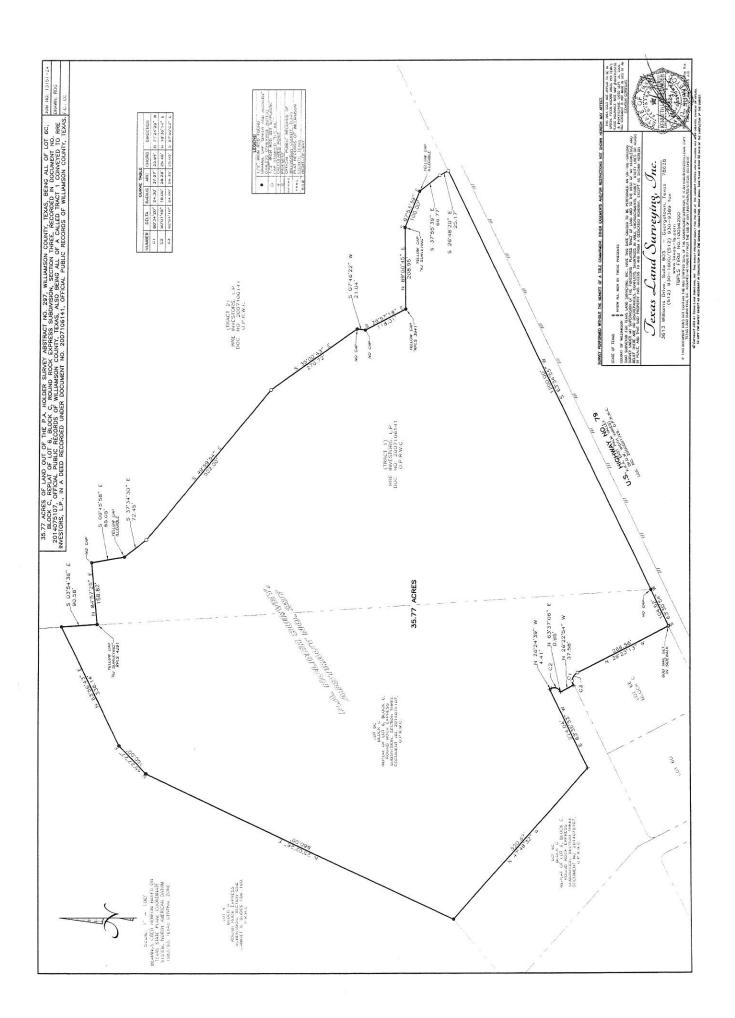


EXHIBIT
"B"

## DEVELOPMENT STANDARDS

# 1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as "the Code."

# 2. PROPERTY

This Plan covers approximately 35.77 acres of land, located within the City of Round Rock, Texas, and more particularly described in **Exhibit "A"**.

# 3. PURPOSE

The purpose of this Plan is to ensure a PUD that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

# 4. APPLICABILITY OF CITY ORDINANCES

# **4.1. Zoning Ordinance**

All aspects not specifically covered by this Plan shall be regulated by the **TH** (**Townhouse**), **C-1** (**General Commercial**) district, as applicable and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

### 4.2. Other Ordinances

All other Ordinances within the Code, as applicable and as amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

# 5. PROJECT OVERVIEW

# 5.1. Purpose of Plan

The purpose of the Plan is to provide a master planned commercial and residential development. **Exhibit "B"** (Site and Location Map) illustrates the location of the Plan area.

# 5.2. Land Use Parcels

For the purpose of this Plan, the Diamond Oaks land uses have been divided into the following uses: approximately 7.6 acres of commercial area, approximately 25.1 acres of residential area, approximately 1.9 acres of access drive area, and approximately 1.2 acres of drainage area. As shown in **Exhibit "C"** (Concept Plan), *Parcel 1* contains the residential area and *Parcel 2* and *Parcel 3* contain the

commercial area. Specific uses and development standards are defined within this Plan for each land use parcel.

# 5.3. Concept Plan

This Plan, as depicted in **Exhibit "C"**, shall serve as the Concept Plan required by Section 36-39 of the Code.

# 5.4. Residential Housing Type

- (1) The residential units on *Parcel 1* will be single family detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.
- (2) All dwelling units shall be established as condominium units, pursuant to the Texas Uniform Condominium Act, Section 82.001 et. seq., Texas Property Code.

# 6. PERMITTED USES

# 6.1. Parcel 1 – Residential

The following uses are allowed on this parcel:

- (1) Single family detached, common lot a maximum of 130 units
- (2) Place of worship
- (3) Amenity center in accordance with Section 46-160(a)
- (4) Group home (six or fewer persons) in accordance with Section 46-160(m)
- (5) Day care (in home) for six or fewer children in accordance with Section 46-160(i)(1)
- (6) Park, community in accordance with Section 46-160(t)
- (7) Park, linear/linkage in accordance with Section 46-160(u)
- (8) Place of worship (with accessory uses not exceeding 2,500 square feet) in accordance with Section 46-160(w)
- (9) School, elementary in accordance with Section 46-160(bb)(1)
- (10) School, middle in accordance with Section 46-160(bb)(1)
- (11) Utilities, minor in accordance with Section 46-160(hh)(1)
- (12) Utilities, intermediate in accordance with Section 46-160(hh)(1)
- (13) Wireless transmission facilities, attached in accordance with Section 46-160(kk)
- (14) Wireless transmission facilities, stealth

# 6.2. Parcel 2 and Parcel 3 – Commercial

The following uses are allowed on these two parcels:

- (1) All uses allowed in the **C-1** (**General Commercial**) zoning district, with the exception of:
  - (a) Convenience stores
  - (b) Gas stations
  - (c) Carwash
  - (d) Auto Service facilities
  - (e) Auto Body and Painting facilities
  - (f) Self-service storage
  - (g) Vehicle Sales, rental, or leasing facilities

- (h) Boat, Mobile Home, or Recreational Motor Vehicle Sales
- (i) Business specializing in Bankruptcy or Liquidation Sales, or Fire-Damaged Sales
- (j) Auction House, Flea Market, Pawn Shop, Thrift Store, Used or Second-Hand Stores
- (k) Kennel or other business involving the outdoor boarding or care of animals
- (1) Sexually Oriented Business
- (m) Mortuary, crematorium, or Funeral Home
- (n) Passenger terminals
- (o) Government facilities

#### 7. DEVELOPMENT STANDARDS

#### 7.1. Parcel 1 - Residential

All development within *Parcel 1* shall conform to the density and development standards of the **TH** (**Townhome**) zoning district, as described in the Code, with the following exceptions:

- (1) Exterior Finish
  - (a) The exterior finish of all homes shall be a minimum of 75% masonry, excluding elements such as doors, windows, trim, and accents.
  - (b) Masonry shall be defined as stone, simulated stone, brick or 2-step hard coat stucco.
  - (c) The use of materials such as wood shingles or wood siding shall be limited to accent features.
  - (d) The front of all homes and street-facing side of all corner units shall be 100% masonry, with no more than 75% consisting of 2-step hard coat stucco.
  - (e) Horizontally installed cement based siding may be used on rear and side elevations.

#### (2) Garage Door Treatment

- (a) Garage doors that extend more than ten (10) feet in front of the street facing elevation of the home shall incorporate an upgraded garage door. An upgraded garage door shall be defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door.
- (b) Upgraded garage doors shall not be required for swing in, side entry garages.

#### (3) Fencing Design Standards - General

(a) Fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood, cedar, preservative treated wood or other equivalent materials approved by the Zoning Administrator. Railroad ties are not permitted.

#### (4) Perimeter Fencing

(a) The locations and types of perimeter fencing are indicated on **Exhibit "D"** (Fencing Exhibit).

(b) Fencing shall be constructed of masonry, defined as brick, stone, concrete panel, split-faced or decorative concrete masonry unit (CMU), except when abutting open space or amenity areas, in which case they shall be constructed of wrought iron or tubular steel.

#### (5) Site Fencing

- (a) Fencing is prohibited within the Ultimate 1% Chance Annual Floodplain.
- (b) Fencing shall be allowed to cross drainage easements where the storm water conveyance is through an underground pipe. Where a fence crosses a drainage easement, the fence shall be at an angle of no less than 80 degrees or no more than 100 degrees to the easement.

#### (6) Building Setbacks

- (a) **Exhibit "C"** contains the setbacks from the parcel boundary.
- (b) **Exhibit "E"** (Typical Building Setbacks) contains the setbacks between structures.

#### 7.2. Parcel 2 and Parcel 3 – Commercial

- (1) All development within *Parcel 2* and *Parcel 3* shall conform to the density and development standards of the **C-1** (**General Commercial**) zoning district, as described in the Code.
- (2) The **PV** (**Palm Valley Overlay District**) standards shall be met by the following:
  - (a) The exterior of all buildings, including materials, colors, textures and ratios of materials used, shall be compatible and harmonious with the existing buildings located on the adjacent property to the west of *Parcel 2*.

#### (3) Access and Circulation

- (a) Pedestrian and vehicular circulation shall be required to and from all buildings and sites. Pedestrian connectivity shall be achieved through the use of sidewalks, stamped concrete brick pavers and or stained/treated asphalt.
- (b) Entrances to individual building sites shall be designated with defining landscape and/or architectural features, including but not limited to medians and/or special paving. A license agreement from the City will be required for all such features located within public right of way.
- (c) A sidewalk, at a minimum width of six feet (6'), shall be provided in close proximity to Drive 'B' in order to effectively serve pedestrian movement along it.

#### (4) Lighting

- (a) Fixture (luminaire): The light source shall be completely concealed (recessed) within an opaque housing and shall not be visible from any street right-of-way or residential district.
- (b) All exterior light fixtures shall be designed and coordinated as compatible fixtures which relate to the architectural character of the buildings on a site.
- (c) Height of Fixture The height of a fixture shall not exceed twenty (20) feet.

- (d) The cone of light shall not exceed 0.5 foot candles at any residential property line.
- (e) Exterior shielding of light fixtures or other light mitigation measures shall be required if deemed necessary by staff during the site plan review process.

#### (5) Fencing

- (a) Fencing shall be constructed of the following materials: brick, stone, reinforced concrete, concrete panel, wrought iron, and other decorative masonry materials. Fence posts shall be constructed of rust resistant metal parts, concrete based masonry or concrete pillars of sound structural integrity.
- (b) All fencing and walls that are visible from the street shall be constructed of a material that matches or complements the masonry wall materials utilized on *Parcel 1*.

#### 8. TRANSPORTATION

#### 8.1. Traffic Impact Analysis

A traffic impact analysis was reviewed and approved by the City, based on the anticipated uses within the Plan area. Further analysis may be required should the anticipated uses change.

#### 8.2. Private Drive Aisles and Parking Spaces

- (1) Private drive aisles within *Parcel 1* shall be built in one or more of the configurations indicated on **Exhibit "G"** (Roadway Cross Sections), Page 3 of 3. Private drive aisles shall meet minimum City pavement design criteria, but are not required to follow standard cross-sections. Private Drive Aisles may be gated, subject to the access requirements established by the Fire Marshal.
- (2) A minimum of 75 parking spaces shall be provided outside of the private drive aisles. These spaces shall be arranged in order that a minimum of five (5) spaces are located together and that there is a parking space within 300' of each residential unit.

#### 8.3. Non Residential Private Streets

- (1) The roadways shown on **Exhibit "F"** (Access and Drive Lanes) and labeled as Drive 'A', Drive 'B' and Drive 'C', shall be non-residential private streets in accordance with Section 36-127 of the Code. These drives shall be designed and constructed according to **Exhibit "G"**, Page 1 of 3 and Page 2 of 3.
- (2) The private street system must comply with design standards in this Plan. All ordinances, rules, regulations, design standards and construction standards which govern public streets shall apply to nonresidential private street development, unless otherwise modified by this Plan. These design and construction standards include, but are not limited to, street and roadway width, paving, drainage, sidewalks, submission of plans, and street lighting requirements.
- (3) The private street system within a nonresidential private street development shall provide perpetual access for all lots within the development, for police and other emergency vehicles, public and private utility maintenance and service personnel, solid waste collection services, the U.S. Postal Service, and government employees in pursuit of their official duties.

#### 8.4. Pedestrian Connection to the Western limit of Parcel 1

The required six foot (6') meandering sidewalk along the north side of Drive 'B', as shown on **Exhibit "G"**, Page 1 of 3, shall be extended to the western limit of *Parcel 1*.

#### 9. PARKLAND DEDICATION

- **9.1.** Chapter 36, Article III of the Code shall be used to determine the parkland requirement.
- **9.2.** The requirement for *Parcel 1* shall be met using the TH (Townhouse) zoning district, in accordance with Section 36-74 of the Code.
- **9.3.** Any dedication of parkland shall occur with the final plat of *Parcel 1*.

#### 10. LANDSCAPE AND ROADWAY DESIGN

The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:

#### 10.1. Drought Tolerant Turf Grasses

All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.

#### 10.2. Native Adapted Plants

Plant material within the Diamond Oaks PUD boundary shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants*, an Earth-Wish Guide for Central Texas, created by the Texas Cooperative Extension, Grow Green and the Ladybird Johnson National Wildflower Center.

#### 10.3. Residential Trees

Each single family dwelling unit shall be provided with six-inch (6") caliper of large species trees whether through the preservation of existing trees or planting of three-inch (3") caliper trees.

#### 10.4. Maintenance

A private community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the property lines for internal projects as well as for all community signage, walls, medians, common open spaces, and detention areas.

#### 11. REUSE WATER

Reuse Water shall be used for common areas and non-residential irrigation. Reuse mains shall be extended with each developed property to its neighboring parcel(s).

#### 12. CHANGES TO DEVELOPMENT PLAN

#### **12.1.** Minor Changes

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing by the Director of Planning and Development Services and the City Attorney.

#### 12.2. Major Changes

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

#### **LIST OF EXHIBITS**

Exhibit "A" Survey Field Notes

Exhibit "B" Site Aerial and Location Map

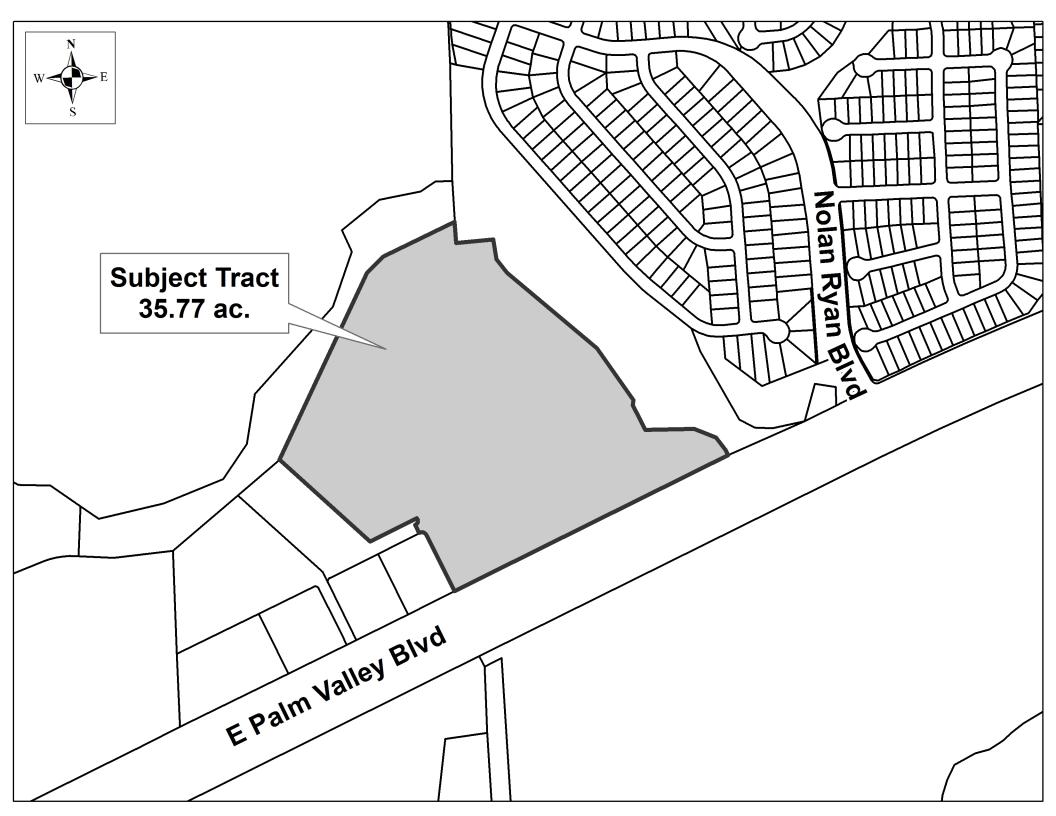
Exhibit "C" Concept Plan

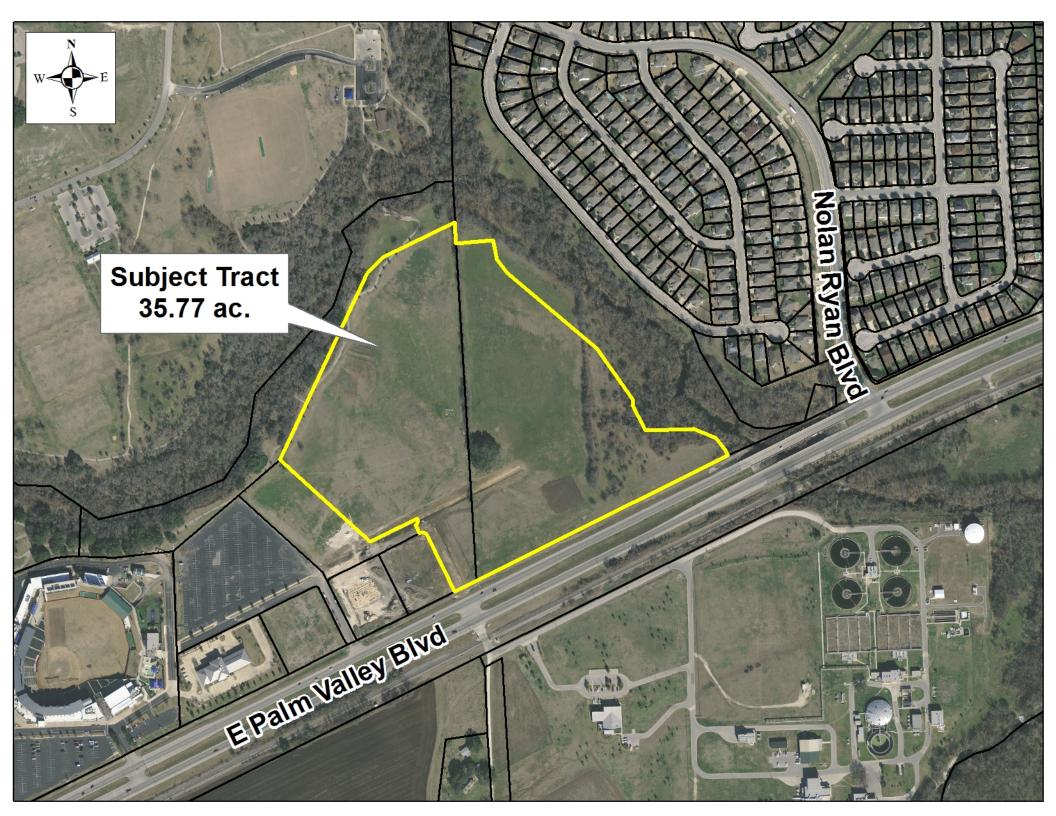
Exhibit "D" Fencing Exhibit

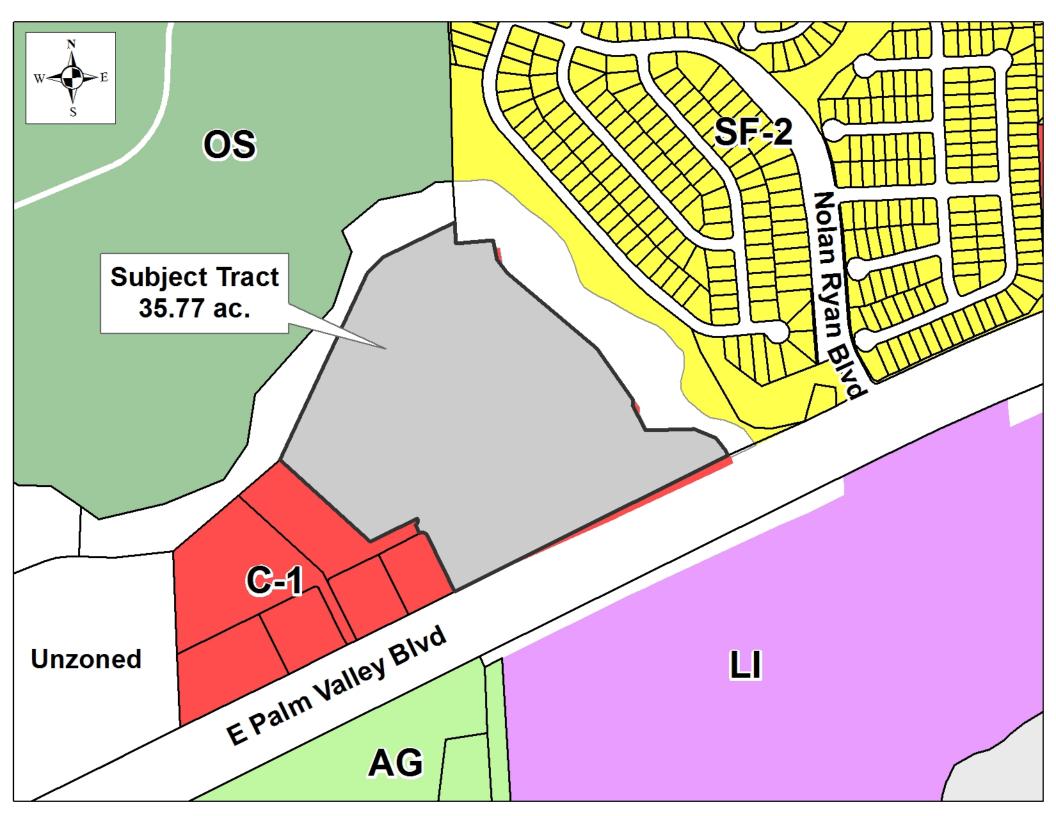
Exhibit "E" Typical Building Setbacks

Exhibit "F" Access and Drive Lane Plan

Exhibit "G" Roadway Cross Sections









### **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: H.3

Title: Consider public testimony regarding and an ordinance approving

Amendment No. 2 to the PUD (Planned Unit Development) No. 40 zoning

district known as the Kenney Fort PUD. (First Reading)\*

Type: Ordinance

Governing Body: City Council

**Agenda Date: 10/8/2015** 

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

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

surrounding zoning

**Department:** Planning and Development Services Department

#### Text of Legislative File 2015-2826

PUD 40 consists of 83 acres of land divided into four development parcels. The amendment allows for single family detached units on a common lot, replacing cluster housing as a residential land use. In addition, the development regulations for the remainder of the site are updated, largely bringing them into compliance with current codes. Other land uses allowed in the PUD are: apartments, single family detached units on individual lots, local commercial, office and limited general commercial.

An apartment complex is under construction on one parcel and a single family detached, common lot development is being planned for a second parcel. The two remaining parcels have no current development plans. The site contains numerous mature trees, many of which are in the open space areas to be dedicated as parkland. When the PUD was approved in 2000, the current tree preservation ordinance was not in place, therefore the City and the developers negotiated the tree preservation regulations that were applied to the first two phases of the development. This amendment includes the negotiated standard so that it will be applied to the remainder of the development.

The Planning and Zoning Commission held a public hearing and voted 7-0 to recommend approval of the amendment to the PUD No. 40 zoning district at their meeting on August 19, 2015.

Staff recommends approval.

Agenda Item Summary Continued (2015-2826)	

#### **ORDINANCE NO. 0-2015-2826**

AN ORDINANCE AMENDING ORDINANCE NO. Z-00-09-14-9B3, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON SEPTEMBER 14, 2000, BY AMENDING THE DEVELOPMENT PLAN OF PUD NO. 40, APPROVED BY THE CITY COUNCIL IN SAID ORDINANCE, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, on September 14, 2000, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-00-09-14-9B3, which established PUD No. 40, and

WHEREAS, on February 13, 2014, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-14-02-13-G1 to amend Sections II.2, II.5, II.6, and II.8, delete Section II.9, replace Exhibits "A", "C", "E", "F", and "G", delete Exhibits "D", "H", and "I", and replace the Exhibit List (Amendment No. 1), and

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas, to amend the Development Plan of PUD No. 40, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. Z-00-09-14-9B3 on the 19th day of August 2015, following lawful publication of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that Ordinance No. Z-00-09-14-9B3 be amended, and

WHEREAS, on the 8th day of October 2015, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. Z-00-09-14-9B3, and

WHEREAS, the City Council determined that the requested amendment to Ordinance No. Z-00-09-14-9B3 promotes the health, safety, morals and general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Sections 46-92 and 46-106, Code of Ordinances, 2010 Edition, City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council hereby determines that the proposed amendment to Planned Unit Development (PUD) District #40 meets the following goals and objectives:

- (1) The amendment to P.U.D. #40 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #40 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #40 does not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

II.

That the Development Plan of PUD No. 40, as approved in Ordinance No. Z-00-09-14-9B3 and amended in Ordinance No. Z-14-02-13-G1, is hereby deleted in its

entirety and replaced with a new Development Plan, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

III.

- **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- **B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
- C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

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

READ,	PAS	SED,	and	AD	OPT	ED	on	first	reading	g thi	S	day	0
		, 2	2015.										
Alternative 2.													
READ	and	APPI	ROVE	D	on	first	re	eading	this	the		day	0
		, 2	2015.										

READ, APPROVED and ADO	PTED on second reading this the day of
, 2015.	
	ALAN MCGRAW, Mayor City of Round Rock, Texas
ATTEST:	
SARA L. WHITE, City Clerk	<u> </u>

EXHIBIT "A"

# DEVELOPMENT PLAN PLANNED UNIT DEVELOPMENT NO. 40 KENNEY FORT AMENDMENT NO. 2

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**THIS DEVELOPMENT PLAN** (this "Plan") is adopted and approved by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the "City"). For purposes of this Plan, the term Owner shall mean Round Rock Ranch, Ltd.,, their respective successors and assigns; provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

**WHEREAS**, the Owner is the owner of certain real property consisting of 83 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof; and

**WHEREAS**, the City Council approved Ordinance Z-00-09-14-9B3, establishing Planned Unit Development No. 40 ("the PUD"), on September 14, 2000; and

**WHEREAS**, the City Council approved Ordinance Z-14-02-13-G1, the first amendment to Planned Unit Development No. 40 ("the PUD"), on February 13, 2014; and

**WHEREAS**, pursuant to Chapter 46-106 of the Code of Ordinances of the City of Round Rock, Texas ("the Code"), the Owner has submitted a request for a major amendment to the permitted uses and land use regulations; and

**WHEREAS**, the City has held two public hearings required by law to solicit input from all interested citizens and affected parties; and

**WHEREAS**, on August 19, 2015, the City's Planning and Zoning Commission recommended approval of the Owner's application for a major revision to the PUD; and

**WHEREAS**, the City Council has reviewed the proposed Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City;

#### **NOW THEREFORE**:

#### **GENERAL PROVISIONS**

#### 1. CONFORMITY WITH DEVELOPMENT STANDARDS

That all uses and development within the Property shall conform to the Development Standards included in Section II herein.

#### 2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications as stated in Section II.11.

#### 3. ZONING VIOLATION

Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Chapter 46, Code of Ordinances, City of Round Rock, Texas, as amended.

#### 4. MISCELLANEOUS PROVISIONS

#### 4.1. Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

#### **4.2.** Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

#### 4.3. Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

#### II.

#### **DEVELOPMENT PLAN**

#### 1. PROPERTY

This Development Plan covers approximately 83 acres of land, located within the city limits of Round Rock, Texas, and more particularly described in Exhibit "A".

#### 2. PURPOSE

The purpose of this Plan is to insure a Planned Unit Development ("PUD") that: (i) is equal to or superior to development that would occur under the standard ordinance requirements, (ii) is in harmony with the General Plan of the City of Round Rock, Texas, (iii) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, (iv) is adequately provisioned by essential public facilities and services, and (v) will be developed and maintained so as to not dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

#### 3. APPLICABILITY OF CITY ORDINANCES

#### 3.1. Zoning and Subdivision Ordinance

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by **Chapter 36-Subdivisions** and **Chapter 46 – Zoning** and other sections of the Code, as applicable and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

#### 3.2. Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

#### 4. DEVELOPMENT AREAS

The Property is divided into four (4) separate development areas, **Parcels B, C, D and E**. The total land area and the combined maximum building area for all buildings located in each development area is shown on **Exhibit "C"** attached hereto and incorporated herein.

- **4.1. Parcel B** is comprised of approximately 20.3 net developable acres. In addition, approximately 7.4 acres will be designated for parkland or open space along the tributaries of Brushy Creek.
- **4.2. Parcel** C is comprised of approximately 15.5 net developable acres. In addition, approximately 6.9 acres will be designated for parkland or open space along Brushy Creek and its tributaries.
- **4.3. Parcel D** is comprised of approximately 9.2 net developable acres. In addition, approximately 1.6 acres will be designated for parkland or open space along the tributaries of Brushy Creek.

- **4.4. Parcel E** is comprised of approximately 12.2 net developable acres. In addition, approximately 3.6 acres will be designated for parkland or open space along the tributaries of Brushy Creek.
- **4.5.** The approximately 19.5 acres designated for parkland/open space shall be used for hike and bike trails, and passive park uses such as picnic areas. In addition it may be used to provide street crossings, utilities and drainage facilities. No permanent structures will be permitted within this area without consent from the Director of Parks and Recreation. Residential densities shall be calculated based on gross acres. Parkland will be subdivided as a separate lot and dedicated to the City as public parkland at time of final platting of these parcels.

#### 5. CONCEPT PLAN

**Exhibit "C"** shall serve as the Concept Plan for the project, according to Section 36-39 of the Code.

#### 6. <u>DEFINITIONS</u>

Words and terms used herein, not specifically defined in this section, shall have their usual force and meaning, or as defined in the Code of Ordinances (2010), City of Round, Rock, Texas, hereinafter referred to as "the Code". The following term is defined for use in this Plan:

**6.1.** *Single Family Detached, Common Lot* means one or more single family detached residential dwellings located on a single ownership lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.

#### 7. PERMITTED USES AND DEVELOPMENT STANDARDS

#### 7.1. Parcel B

- a) Townhouses in compliance with the **TH** (**Townhouse**) zoning district
- b) Multi-family residential in compliance with the **MF-2** (**Multi-Family Medium Density**) zoning district.
- c) Single-family residential in compliance with the **SF-2** (**Single Family Standard Lot**) zoning district.
- d) Local commercial services in compliance with the **C-2** (**Local Commercial**) zoning district, with the following exception:
  - i. Eating Establishments are prohibited from having drive-through service
- e) Offices in compliance with the **OF** (**Office**) zoning district.
- f) Single Family Detached, Common Lot (as defined in Section II.6) in compliance with the development standards contained in the attached **Exhibit "D"**.

#### 7.2. Parcel C

- a) Townhouses in compliance with the **TH** (**Townhouse**) zoning district.
- a) Multi-family residential in compliance with the City approved site development plan for the Kenney Fort Apartments, SDP1410-0004.

- b) Single-family residential in compliance with the **SF-2** (**Single Family Standard Lot**) zoning district.
- c) Local commercial services in compliance with the **C-2** (**Local Commercial**) zoning district.
- d) Offices in compliance with the **OF** (**Office**) zoning district.

#### 7.3. Parcel D

- a) Townhouses in compliance with the **TH** (**Townhouse**) zoning district, except that:
  - i. a townhouse may consist of two or more dwelling units which otherwise meet the definition of townhouse;
  - ii. setbacks from street right-of-way do not apply to private drive aisles;
  - iii. side and rear setbacks do not apply when adjacent to parkland or open space lots;
  - iv. Section 46-139 (d) does not apply.
- e) Single-family residential in compliance with the **SF-2** (**Single Family Standard Lot**) zoning district.
- b) Local commercial services in compliance with the **C-2** (**Local Commercial**) zoning district, with the following exception:
  - i. restaurants are prohibited from having drive-through service
- c) Group Living for Seniors in compliance with the **SR** (**Senior**) zoning district.
- d) Single Family Detached, Common Lot (as defined in Section II.6.) in compliance with the development standards contained in the attached **Exhibit "F"**.

#### 7.4. Parcel E

- a) Commercial in compliance with the **C-1a** (**General Commercial Limited**) zoning district.
- b) Group Living for Seniors in compliance with the **SR** (**Senior**) zoning district.
- c) Townhouses in compliance with the **TH** (**Townhouse**) zoning district, except that:
  - i. a townhouse may consist of two or more dwelling units which otherwise meet the definition of townhouse:
  - ii. setbacks from street right-of-way do not apply to private drive aisles;
  - iii. side and rear setbacks do not apply when adjacent to parkland or open space lots;
  - iv. Section 46-139 (d) does not apply.
- d) Single-family residential in compliance with the **SF-2** (**Single Family Standard Lot**) zoning district.
- e) Single Family Detached, Common Lot (as defined in Section II.6.) in compliance with the development standards contained in the attached **Exhibit "F"**.

#### 8. TRANSPORTATION

- **8.1.** A traffic impact analysis (TIA) for the Plan, dated June 2000, was approved by the City. The TIA indicated the need to construct several area roadways including Double Creek Drive, Forest Creek Drive, and Kenney Fort Boulevard (Arterial A). These roadways have since been constructed. Additional roadways internal to the site remain the responsibility of the developer. These will be determined during the platting and/or site planning process.
- **8.2.** The findings of the TIA remain applicable with regard to land uses and trip generation. If any changes to the land use(s) or intensity are proposed, further analysis may be required, as determined by the City.

#### 9. TREE CREDITS

- **9.1.** Each caliper inch of a protected tree, as defined in **Chapter 43 Tree Protection and Preservation**, that is removed during the development of **Parcels B, C, D & E** may be replaced by:
  - a) Preserving an equivalent number of caliper inches of a protected tree species of any size which are located in any of the open space areas shown on **Exhibit "E"**, which includes the open space area within the adjacent PUD No. 97 (Ordinance Z-14-02-13-G2); or
  - b) Planting a replacement tree or a number of trees of a protected tree species with equivalent caliper inches on the Parcel from which the tree was removed; each replacement tree shall be a minimum of three inches caliper and a minimum of ten feet in height and five-foot spread, when planted; all replacement trees shall comply with generally accepted criteria such as those provided in the tree technical manual.
    - c) The Owner(s) of **Parcels B, C, D & E** shall have the discretion to elect between the two aforementioned options;
- **9.2.** Up to 100 percent of the inches to be replaced may be done through tree credits.
- **9.3.** Owner shall receive credit for any trees preserved within the open space areas shown on **Exhibit "E"**.

#### 10. GENERAL PLAN 2010

This Development Plan amends the Round Rock General Plan 2020, which was adopted on July 22, 2010.

#### 11. CHANGES TO DEVELOPMENT PLAN

#### 11.1. Minor Changes.

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing, by the Director of Planning and Development Services and the City Attorney.

#### 11.2. Major Changes.

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

#### LIST OF EXHIBITS

Exhibit A: Survey of 83.122 acre tract

Exhibit B: Lienholder's consent

Exhibit C: Concept Plan

Exhibit D: Development Standards – Single Family Detached, Common Lot

Exhibit E: Tree Credits

#### EXHIBIT "A"

#### Description for 83 acre Tract

83.122 Acres - Proposed PUD 40

THAT PART OF THE PRIOR A. HOLDER SURVEY, ABSTRACT No. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 147.076 ACRE TRACT OF LAND CONVEYED TO ROUND ROCK RANCH, LTD., A TEXAS LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 2418, PAGE 51 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the Southeast Corner of the said 147.076 Acre Tract, same being on the West Line of that 11.08 Acre Tract described in the deed to Leigh H. Loveday recorded in Volume 833, Page 526 of the Deed Records of Williamson County, Texas, and also being on the Northeasterly Line of the M. K. & T. Railroad Right of Way as described in a deed recorded in Volume 111, Page 302 of the Deed Records of Williamson County, Texas;

THENCE along said Northeasterly Line of the M. K. & T. Railroad and the Southeasterly Line of said 147.076 Acre Tract the following six courses:

- Northwesterly along the arc of a curve to the left a distance of 448.50 feet, said curve having a radius of 2914.93 feet, a central angle of 08°48'57", and a chord bearing N.35°43'54"W., 448.06 feet;
- 2. N.49°51'17"E. a distance of 25.00 feet to a point on a non-tangent curve to the left
- Northwesterly along the arc of said curve, a distance of 307.94 feet, said curve having a radius of 2939.93 feet, a central angle of 06°00'05" and a chord bearing N.43°08'41"W., 307.80 feet;
- 4. S.43°51'21"W. a distance of 25.00 feet to a point on a non-tangent curve to the left;
- Northwesterly along the arc of said curve, a distance of 282.83 feet, said curve having a radius of 2914.93 feet, a central angle of 05°33'34" and a chord bearing N.48°56'51"W., 282.72 feet;
- 6. N.51°44'46"W. a distance of 2038.30 feet;

THENCE departing said Northeasterly Line of the M. K. & T. Railroad and across the said 147.076 Acre Tract the following eight courses:

- 1. N.78°56'07"E. a distance of 387.50 feet;
- N.84°43'08"E. a distance of 292.54 feet;
- 3. N.32°32'49"E. a distance of 258.50 feet;
- 4. N.04°22'53"W. a distance of 375.00 feet;
- 5. N.26°15'00"E. a distance of 154.64 feet;
- N.32°54'41"E. a distance of 207.73 feet;
- 7. N.16°22'10"W. a distance of 203.56 feet;
- N.16°14'56"E. a distance of 79.60 feet to a point in the Center of Brushy Creek and the Northerly Line of said 147.076 Acre Tract;

THENCE along the Center of Brushy Creek and the Northerly Line of said 147.076 Acre Tract the following five courses:

- 1. S.33°34'04"E. a distance of 93.74 feet;
- THENCE S.50°00'05"E. a distance of 283.99 feet;
- 3. THENCE S.86°37'35"E. a distance of 288.43 feet;
- 4. THENCE N.49°12'37"E. a distance of 111.99 feet;
- THENCE N.02°03'49"W. a distance of 161.85 feet;
- THENCE N.81°41'43"E. a distance of 539.28 feet to the Northeast Corner of said 147.076 Acre Tract and to the Northwest Corner of that 193.12 Acre Tract described in a deed to J. E Rusk recorded in Volume 2064, Page 370 of the Deed Records of Williamson County, Texas;

Page 1 of 2

2037-PROPOSED-MUD-40

THENCE along the East Line of said 147.076 Acre Tract and the West Line of said 193.12 Acre Tract the following four courses:

- 1. S.03°56'27"E. a distance of 656.21 feet;
- 2. S.03°39'10"E. a distance of 404.67 feet;
- 3. S.04°35'04"E. a distance of 372.64 feet;
- 4. S.25°25'33"E. a distance of 52.92 feet to the Southeast Corner of said 193.12 Acre Tract and the Northwest Corner of that 9.02 Acre Tract described in a deed to C. H. Crossley recorded in Volume 694, Page 756 of the Deed Records of Williamson County Texas:

THENCE along the East Line of said 147.076 Acre Tract and the West Line of said 9.02 Acre Tract the following two courses:

- 1. S.30°10'16"E. a distance of 14.08 feet;
- 2. S.01°42'18"E. a distance of 565.11 feet to the Southwest Corner of said 9.02 Acre Tract and the Northwest Corner of that 29.158 Acre Tract described in a deed to Wilbert Felfe recorded in Volume 2149, Page 195 of the Official Records of Williamson County, Texas;

THENCE S.01°42'35"E. along the East Line of said 147.076 Acre Tract a distance of 1132.98 feet to the Southwest Corner of that 10.80 Acre Tract described in a deed to Roger P. Fuller recorded in Volume 2006, Page 192 of the Official Records of Williamson County, Texas, the same being the Northwest Corner of said 11.08 Acre Tract;

THENCE along the East Line of said 147.076 Acre Tract and the West Line of said 11.08 Acre Trsct the following two courses:

- 1. S.01°41'15"E. a distance of 145.73 feet;
- 2. S.02°44'39"E. a distance of 14.22 feet to the said Point of Beginning.

Containing 83.122 acres, more or less, as shown on the sketch attached.

J. Kenneth Weigand

Registered Professional Land Surveyor No. 5741

State of Texas

RJ Surveying & Associates, Inc. 1212 East Braker Lane

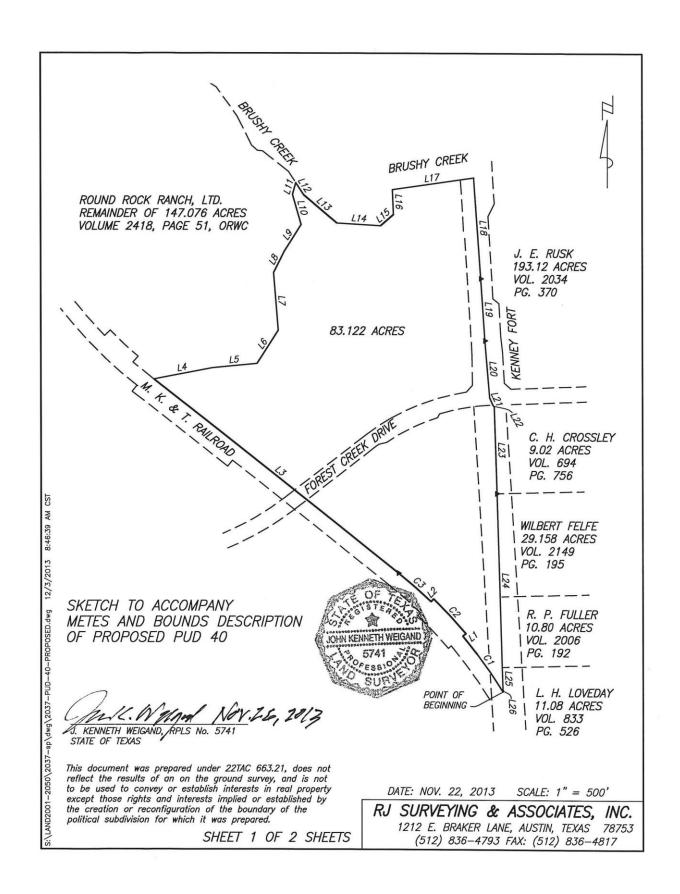
Austin, Texas 78753

All iron rods set have RJ Surveying caps Bearings are Texas State Plane Central Zone NAD 83

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Page 2 of 2

2037-PROPOSED-MUD-40





	LINE TABLE					
LINE	LENGTH	<b>BEARING</b>				
L1	25.00'	N49°51'17"E				
L2	25.00'	S43*51'21"W				
L3	2038.30'	N51*44'46"W				
L4	387.50'	N78*56'07"E				
L5	292.54	N84°43'08"E				
L6	258.50'	N32°32'49"E				
L7	375.00'	NO4*22'53"W				
L8	154.64	N26°15'00"E				
L9	207.73	N32°54'41"E				
L10	203.56	N16°22'10"W				
L11	79.60'	N16'14'56"E				
L12	93.74	S33*34'04"E				
L13	283.99	S50°00'05"E				
L14	288.43	S86*37'35"E				
L15	111.99	N49°12'37"E				
L16	161.85	NO2*03'49"W				
L17	539.28	N81°41'43"E				
L18	656.21	S03*56'27"E				
L19	404.67	S03*39'10"E				
L20	372.64	S04*35'04"E				
L21	52.92'	S25°25'33"E				
L22	14.08'	S30°10'16"E				
L23	565.11'	S01°42'18"E				
L24	1132.98	S01°42'35"E				
L25	145.73	S01°41'15"E				
L26	14.22'	S02°44'39"E				

CURVE TABLE								
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD			
C1	448.50	2914.93	8"48'57"	N35°43'53"W	448.06			
C2	307.94	2939.93	6°00'05"	N43°08'41"W	307.80			
C3	282.83	2914.93	5*33'34"	N48°56'51"W	282.72			

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF PROPOSED PUD 40

DATE: NOV. 22, 2013 SCALE: 1" = 500'

RJ SURVEYING & ASSOCIATES, INC. 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753 (512) 836–4793 FAX: (512) 836–4817

SHEET 2 OF 2 SHEETS

#### **EXHIBIT "B"**

EXHIBIT "B"

#### **LIENHOLDER'S CONSENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

That First Texas Bank, Round Rock, Texas, acting herein by and through its duly authorized officers being the holder of a lien as evidenced by Deed of Trust recorded in Document No. 199956276 of the Official Public Records of Williamson County, Texas, does hereby consent to the Agreement and Development Plan of 147.076 acres of land situated in Round Rock, Williamson County, Texas, and does further hereby join, approve and consent to all provisions shown therein.

FIRST TEXAS BANK

Round Rock, Texas

Jon E. Sloan, President

ATTEST:

Maria Fulton

Assistant Vice President

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

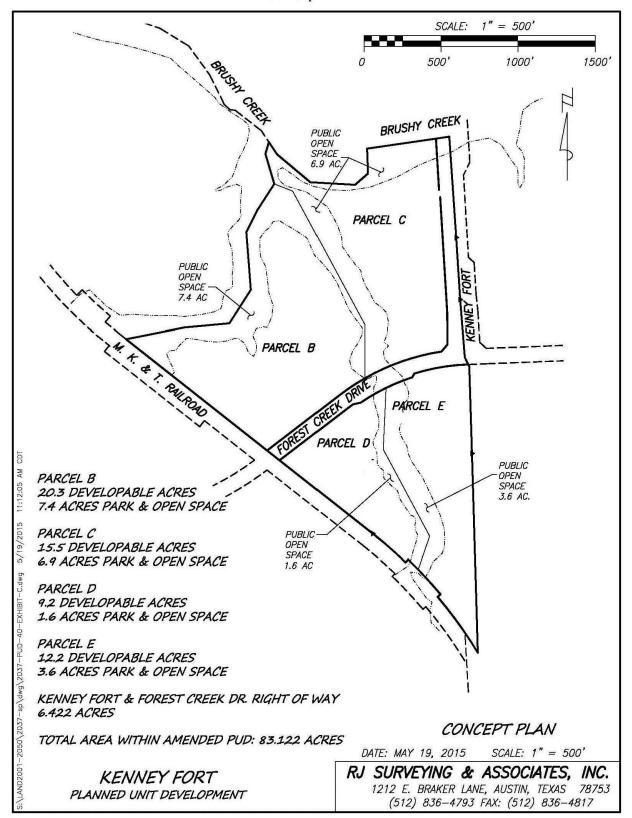
This instrument was acknowledged before me on the <u>&</u> day of August, 2000, by JON E. SLOAN, President of FIRST TEXAS BANK, Round Rock, Texas.

JANICE HEATH
Notary Public, State of Texas
My Commission Expires
MAY 6, 2003

Notary Public. State of Texas

#### EXHIBIT "C"

#### Concept Plan



#### EXHIBIT "D"

# **DEVELOPMENT STANDARDS Single Family Detached, Common Lot**

#### Parcel B

#### 1. Density

1.1 Maximum of 95 units

#### 2. Exterior Finish

- 2.1 The exterior finish of all homes shall be a minimum of 75% masonry, excluding elements such as doors, windows, trim and accent features.
  - a) Masonry shall be defined as stone, simulated stone, brick or a minimum of 2-step hard coat stucco.
  - b) The use of materials such as wood shingles or wood siding shall be limited to accent features.
- 2.2 The front of all homes and the drive aisle-facing side of all corner units shall be 100% masonry, with no more than 75% consisting of a minimum of 2-step hard coat stucco.
- 2.3 Horizontally installed cement based siding may be used on rear and side elevations. On two story homes with a rear side facing Forest Creek Drive, however, the following shall be required on the second floor elevation:
  - a) One window enhancement from the following list:
    - i. Shutters
    - ii. Awnings or shed roofs
    - iii. Window trim
    - iv. Arch windows
  - b) One design feature from the following list:
    - i. Board and batten siding
    - ii. Stucco
    - iii. Balcony
    - iv. Building offset
    - v. Box window

#### 3. Garage Door Treatment

Garage doors that extend more than ten (10) feet in front of the street facing elevation of the home shall incorporate an upgraded garage door. An upgraded garage door shall be defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door.

3.2 Upgraded garage doors shall not be required for swing in, side entry garages.

#### 4. Fencing Design Standards

- 4.1 Single family unit fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood, cedar, preservative treated wood or other equivalent materials approved by the Zoning Administrator. Railroad ties are not permitted.
- 4.2 Perimeter fencing shall be constructed of brick, stone, split-faced or decorative concrete masonry unit (CMU), except when they are abutting open space or amenity areas, in which case they shall be constructed of wrought iron or tubular steel with masonry columns.

#### 5. **Building Setbacks**

The setbacks for individual units shall be determined using **Figure "A" (Typical Building Setbacks)** which contains the typical setbacks. The building setback for the lot on which multiple residential units are located shall be:

- 5.1 20' from Forest Creek Drive
- 5.2 20' from the adjoining state of Texas tract
- 5.3 15' from Kenney Fort Crossing
- 5.4 10' from public open space

#### 6. Parking

A total of 4 parking spaces per unit are required:

- 6.1 2 garage enclosed parking spaces
- 6.2 2 parking spaces located in front of the garage and outside of the private access drive
- A minimum of one (1) guest parking space must be provided for every three (3) residential units. These spaces shall be located outside of the private drive aisle and the maximum distance from any residential unit to a guest parking space shall be three hundred feet (300'), measured along the drive lanes.

#### 7. Private Drive Aisles

Private drive aisles to serve the units shall be built in the configuration indicated on **Figure** "B" (**Typical Access Easement Sections**). Private drive aisles are not built to public street standards and may therefore be gated, subject to the access requirements established by the Fire Marshal.

#### 8. Landscaping

The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:

#### 8.1 <u>Drought Tolerant Turf Grasses</u>

All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.

#### 8.2 <u>Native Adapted Plants</u>

Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wish Guide for Central Texas*, created by the Texas Cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.

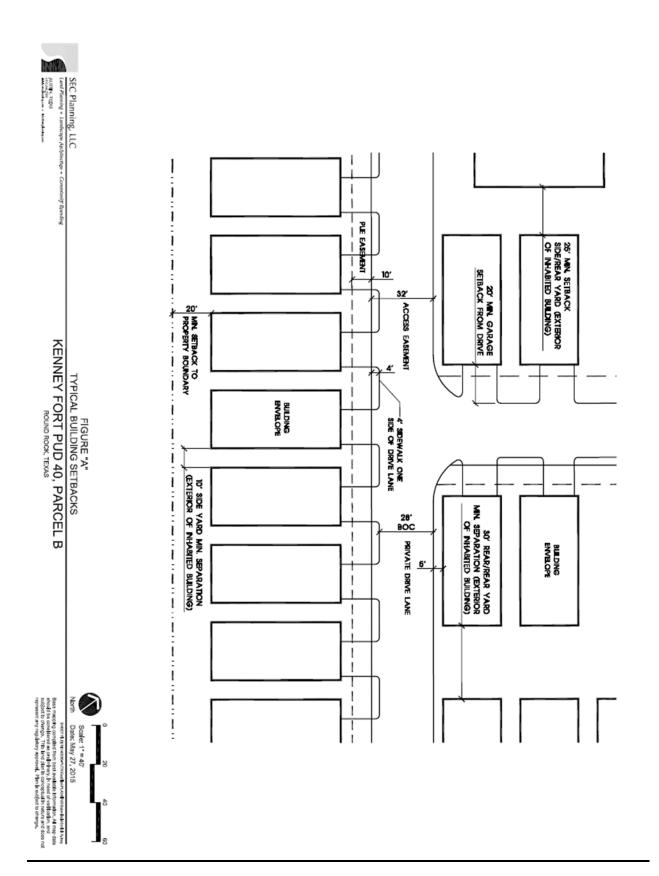
#### 8.3 Residential Trees

Each single family dwelling unit shall be provided with six inch (6") caliper of large species trees whether through the preservation of existing trees within Parcel B or planting of three inch (3") caliper container-grown trees. The calculation may include trees included within landscape planting along Forest Creek Drive and Kenney Fort Crossing.

8.4 <u>Maintenance</u> A private home owners association will be established for the maintenance of landscape and irrigation areas located between the private drive lanes and town houses as well as for all community signage, walls, medians, common open spaces and detention areas.

#### 9. Tree Preservation

A minimum of 3,100 inches of protected trees, other than those defined as Monarch Trees, shall be preserved.





SEC Planning, LLC

FIGURE B
TYPICAL ACCESS EASEMENT SECTIONS

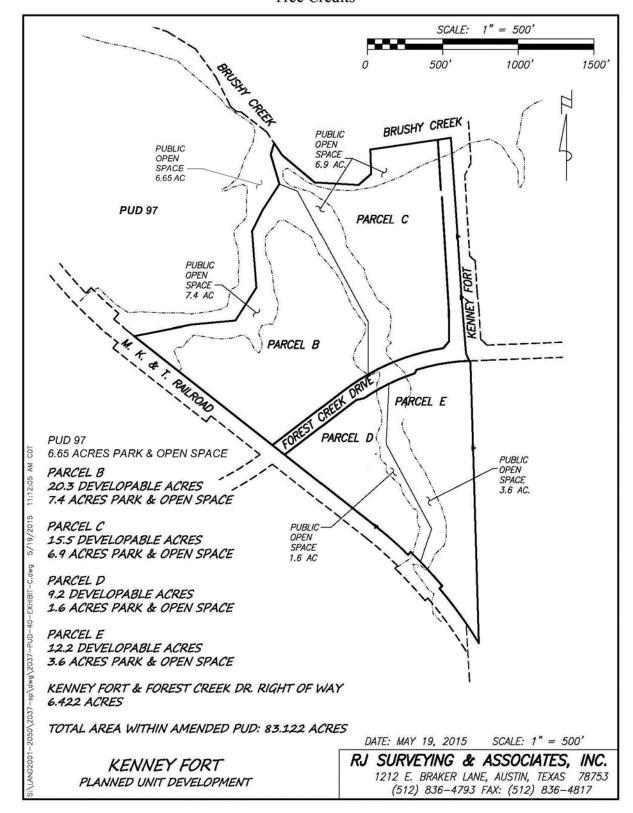
KENNEY FORT PUD 40, PARCEL B

**CURB AND GUTTER STREET SECTION** SLOPE #"FT 10' P.U.E 27' FOC (DRIVE LANE) SUBGRADE TO BE APPROVED BY CITY OF ROUND ROCK ACCORDING TO THE TRANSPORTATION MANUAL SECTION 3-PAVEMENT DESIGN 32' ACCESS EASEMENT FLEXIBLE BASE PER GEOTECH ASPHALT PAVEMENT 4' SIDEWALK 10' P.U.E SLOPE F/FT

Page 18

#### **EXHIBIT "E"**

Tree Credits



#### EXHIBIT "F"

# **DEVELOPMENT STANDARDS Single Family Detached, Common Lot**

#### Parcel D and Parcel E

#### 10. Density

10.1 Maximum of 12 units per acre.

#### 11. Exterior Finish

- 11.1 The exterior finish of all homes shall be a minimum of 75% masonry, excluding elements such as doors, windows, trim and accent features.
  - a) Masonry shall be defined as stone, simulated stone, brick or a minimum of 2-step hard coat stucco.
  - b) The use of materials such as wood shingles or wood siding shall be limited to accent features.
- 11.2 The front of all homes and the drive aisle-facing side of all corner units shall be 100% masonry, with no more than 75% consisting of a minimum of 2-step hard coat stucco.
- 11.3 Horizontally installed cement based siding may be used on rear and side elevations. On two story homes with a rear side facing Forest Creek Drive, however, the following shall be required on the second floor elevation:
  - a) One window enhancement from the following list:
    - i. Shutters
    - ii. Awnings or shed roofs
    - iii. Window trim
    - iv. Arch windows
  - b) One design feature from the following list:
    - i. Board and batten siding
    - ii. Stucco
    - iii. Balcony
    - iv. Building offset
    - v. Box window

#### 12. Garage Door Treatment

12.1 Garage doors that extend more than ten (10) feet in front of the street facing elevation of the home shall incorporate an upgraded garage door. An upgraded garage door shall be defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door.

12.2 Upgraded garage doors shall not be required for swing in, side entry garages.

#### 13. Fencing Design Standards

- 13.1 Single family unit fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood, cedar, preservative treated wood or other equivalent materials approved by the Zoning Administrator. Railroad ties are not permitted.
- 13.2 Perimeter fencing shall be constructed of brick, stone, split-faced or decorative concrete masonry unit (CMU), except when they are abutting open space or amenity areas, in which case they shall be constructed of wrought iron or tubular steel with masonry columns.

#### 14. Building Setbacks

The setbacks for individual units shall be determined using **Figure "A" (Typical Building Setbacks)** which contains the typical setbacks. The building setback for the lot on which multiple residential units are located shall be:

- 14.1 20' from Forest Creek Drive
- 14.2 20' from the adjoining state of Texas tract
- 14.3 15' from Kenney Fort Crossing
- 14.4 10' from public open space

#### 15. Parking

A total of 4 parking spaces per unit are required:

- 15.1 2 garage enclosed parking spaces
- 15.2 2 parking spaces located in front of the garage and outside of the private access drive
- 15.3 Guest parking shall be provided by one of the following:
  - a) Providing for parallel parking on one side of the drive aisle. This requires a drive aisle width equivalent to 30-feet measured 'face of curb to face of curb'; or
  - b) A minimum of one (1) guest parking space must be provided for every three (3) residential units. These spaces shall be located outside of the private drive aisle and the maximum distance from any residential unit to a guest parking space shall be three hundred feet (300'), measured along the drive lanes.
    - i. If this option is used, there must be a substantial number of protected trees, other than Monarch Trees, preserved during the site plan process.

#### 16. Private Drive Aisles

Private drive aisles to serve the units shall be built, at a minimum, in the configuration indicated on **Figure "B" (Typical Access Easement Sections)**. Each private drive aisle configuration includes a four foot (4') wide sidewalk on one side of the drive. Private drive aisles are not built to public street standards and may therefore be gated, subject to the access requirements established by the Fire Marshal. In order for private drive aisles to

accommodate parallel parking on one side, the width must measure 30-feet from 'face of curb to face of curb'.

#### 17. Landscaping

The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:

#### 17.1 <u>Drought Tolerant Turf Grasses</u>

All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.

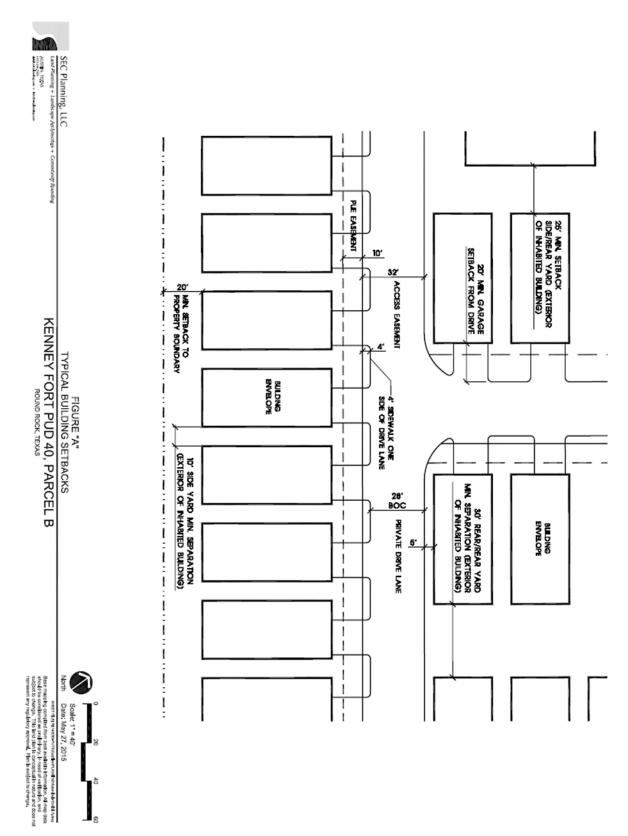
#### 17.2 Native Adapted Plants

Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wish Guide for Central Texas*, created by the Texas Cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.

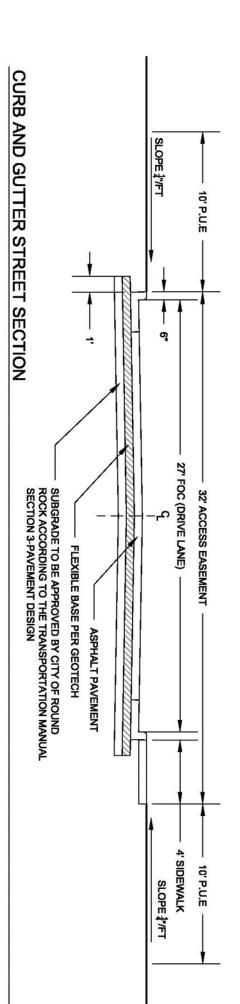
#### 17.3 Residential Trees

Each single family dwelling unit shall be provided with six inch (6") caliper of large species trees whether through the preservation of existing trees within Parcel B or planting of three inch (3") caliper container-grown trees. The calculation may include trees included within landscape planting along Forest Creek Drive and Kenney Fort Crossing.

17.4 <u>Maintenance</u> A private home owners association will be established for the maintenance of landscape and irrigation areas located between the private drive lanes and town houses as well as for all community signage, walls, medians, common open spaces and detention areas.



Page 23



SEC Planning, LLC
Land Planning + Landscape Architecture +

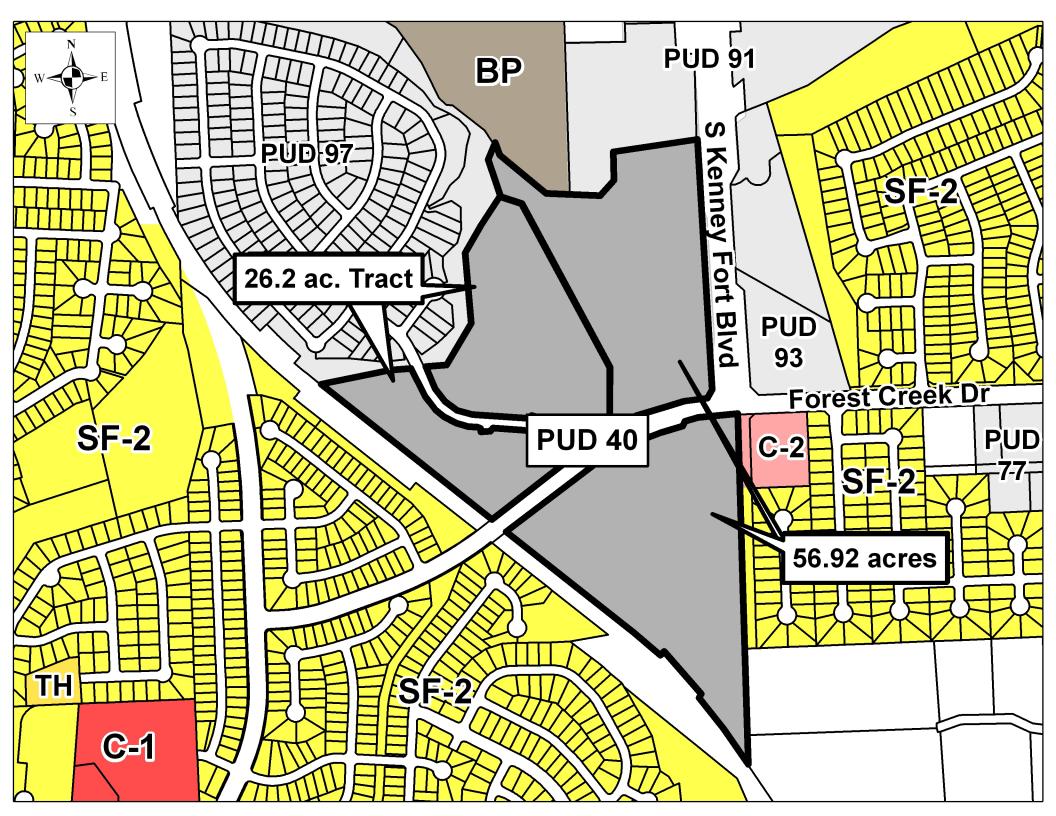
FIGURE B
TYPICAL ACCESS EASEMENT SECTIONS

KENNEY FORT PUD 40, PARCEL B

Base mapping compiled from beet available information effocut be considered as preliminary, in need of verifica subject to change. This land plant is conceptual in neature represent any regulatory approval. Plan is subject to di Date: Мау 27









### **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: I.1

Title: Consider one appoinment of a representative to the Capital Area Council

of Governments General Assembly to fill a vacancy.

Type: Appointment

Governing Body: City Council

**Agenda Date: 10/8/2015** 

**Dept Director:** 

Cost:

Indexes:

Attachments:

**Department:** Administration

Text of Legislative File 2015-2914



### **City of Round Rock**

#### **Agenda Item Summary**

Agenda Number: I.2

Title: Consider the approval of the Mayor's appointment of officers to the Round

Rock Transportation and Economic Development Corporation.

Type: Appointment

Governing Body: City Council

**Agenda Date: 10/8/2015** 

**Dept Director:** 

Cost:

Indexes:

**Attachments:** Type B Corporation Officer Appointments

**Department:** 

#### Text of Legislative File 2015-2903

Per Article III, Section 3.01 of the Round Rock Transportation and Economic Development Corporation By-Laws, each officer of the corporation is to serve a one year term and appointments of the officers are to be made by the Mayor.

For the 2015-2016 year, the following appointments are being made by Mayor McGraw:

President: Alan McGraw Vice President: Cam Scott Secretary: Jon Sloan

Staf recommends approval.



DATE:

October 2015

TO:

City Council Members

FROM:

Alan McGraw, Mayor

SUBJECT:

Appointment of Officers

I am requesting approval of the following appointments to the Round Rock Transportation and Economic Development Corporation.

As Mayor, I officially appoint myself, Alan McGraw as President of the Round Rock
Transportation and Economic Development Corporation. I further appoint Cam Scott as Vice
President and Jon Sloan as Secretary.

My appointments comply with Article III, Section 3.01 of the Round Rock Transportation and Economic Development Corporation By-Laws.

# ROUND ROCK TEXAS

## **City of Round Rock**

#### **Agenda Item Summary**

#### **Agenda Number:**

**Title:** Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to a distribution and logistics company seeking to possibly locate a facility in

the City.

Type: Executive Session

Governing Body: City Council

**Agenda Date:** 10/8/2015

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

**Attachments:** 

**Department:** City Manager's Office

Text of Legislative File 2015-2887