



# City of Round Rock

## 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  
Rene Flores, Councilmember Elect, Place 2

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Thursday, May 26, 2016

7:00 PM

City Council Chambers, 221 East Main St.

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

**B. ROLL CALL**

**C. PLEDGES OF ALLEGIANCE**

**D. SPECIAL PRESENTATION:**

- D.1 [2016-3500](#) [Consider an expression of appreciation for Mayor Pro-Tem White's service to the City of Round Rock.](#)

**E. OATH OF OFFICE:**

- E.1 [2016-3482](#) [Administration of the oath of office to the newly elected Councilmember for Place 2.](#)

- E.2 [2016-3483](#) [Administration of the oath of office to the newly elected Councilmember for Place 6.](#)

**F. 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.*

**G. 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.*

- G.1     [2016-3437](#)     [Consider approval of the minutes for the April 28, 2016 and May 12, 2016 City Council Meetings.](#)
- G.2     [2016-3423](#)     [Consider an ordinance amending Chapter 42, Section 42-129, Code of Ordinances \(2010 Edition\), to authorize a temporary 50-mph construction speed zone on a portion of the IH-35 southbound frontage road from RM 1431 to FM 3406. \(Second Reading\)](#)
- G.3     [2016-3492](#)     [Consider a resolution authorizing the submission of an application to the Texas Commission on Arts for designation of the "Round Rock Arts and Cultural District."](#)

**H. RESOLUTIONS:**

- H.1     [2016-3473](#)     [Consider a resolution approving a change in the rate of Atmos Energy Corporation, Mid-Tex Division as a result of a settlement between Atmos Energy and the Atmos Texas Municipalities \(ATM\) under the rate review mechanism.](#)
- H.2     [2016-3478](#)     [Consider a resolution expressing official intent to reimburse certain General Obligation project expenditures from the proceeds of future bond sales.](#)
- H.3     [2016-3465](#)     [Consider a resolution authorizing the City Manager to issue a Purchase Order to Iteris, Inc. for the purchase of an upgraded traffic signal controller to replace existing controllers.](#)
- H.4     [2016-3476](#)     [Consider a resolution authorizing the Mayor to execute a Proposal for Appraisal Services with Paul Hornsby & Company regarding the RM 620 Project.](#)
- H.5     [2016-3489](#)     [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc for the US 79 at Telander Drive Operational Improvements Project.](#)
- H.6     [2016-3431](#)     [Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Bernard Anderson for an approximate 153.92 acre tract of land.](#)

**I. ORDINANCES:**

- I.1     [2016-3446](#)     [Consider an ordinance vacating, abandoning, and closing a portion of a 20 foot wide alleyway in the Washington Anderson Addition. \(First Reading\)\\*](#)



- I.2      [2016-3484](#)      [Consider an ordinance adopting Amendment No. 2 to the FY 2015-2016 Annual Budget. \(First Reading\)\(Requires Two Readings\)](#)
- I.3      [2016-3485](#)      [Consider an ordinance adopting Amendment No. 3 to the FY 2015-2016 Annual Budget for mid-year adjustments including amending the full time equivalent position count for the General Fund and the HOT fund and to allocate funding. \(First Reading\)\(Requires Two Readings\)](#)

**J.      APPOINTMENTS:**

- J.1      [2016-3497](#)      [Consider one appointment to the Round Rock Transportation and Economic Development Corporation to fill an unexpired term.](#)
- J.2      [2016-3498](#)      [Consider one appointment of a Citizen Director to the Brushy Creek Regional Utility Authority to fill an unexpired term.](#)

**K.      COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

**L.      EXECUTIVE SESSION:**

- L.1      [2016-3373](#)      [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.](#)
- L.2      [2016-3467](#)      [Consider Executive Session as authorized by §551.072, Government Code, related to the value of real property needed for the University Boulevard improvements project.](#)

**M.      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:*

*§551.071 Consultation with Attorney  
§551.072 Deliberations regarding Real Property  
§551.073 Deliberations regarding Gifts and Donations  
§551.074 Personnel Matters  
§551.076 Deliberations regarding Security Devices  
§551.087 Deliberations regarding Economic Development Negotiations*

**POSTING CERTIFICATION**

*I certify that this notice of the Round Rock City Council Meeting was posted on this 20th day of May 2016 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: D.1**

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**Title:** Consider an expression of appreciation for Mayor Pro-Tem White's service to the City of Round Rock.

**Type:** Presentation

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File 2016-3500**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.1**

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

**Type:** Oath of Office

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2016-3482**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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

**Type:** Oath of Office

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2016-3483**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

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**Title:** Consider approval of the minutes for the April 28, 2016 and May 12, 2016 City Council Meetings.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:** 042816 Draft Minutes, 051216 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File 2016-3437**



# City of Round Rock

## Meeting Minutes - Draft City Council

Thursday, April 28, 2016

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

*The City Council met in regular session on Thursday, April 28, 2016 in the City Council Chambers at 221 E. Main Street, Round Rock. Mayor Pro-Tem White called the session to order at 7:01 p.m.*

### ROLL CALL

**Present:** 6 - Mayor Pro-Tem George White  
Councilmember Craig Morgan  
Councilmember Frank Leffingwell  
Councilmember Will Peckham  
Councilmember Writ Baese  
Councilmember Kris Whitfield

**Absent:** 1 - Mayor Alan McGraw

### PLEDGES OF ALLEGIANCE

*Mayor Pro-Tem and members of a local Boy Scout Club led the following Pledges of Allegiance:  
United States  
Texas*

### CITIZEN COMMUNICATION

*The following citizens spoke during Citizen Communication:  
Mark Walters, 2000 Summercrest Cove, Round Rock, spoke to the City Council regarding the upcoming Sertoma Casino Night.  
Will Williams, spoke to the City Council regarding Mayor Pro-Tem White and thanking him for his service to the City during his tenure on the City Council.*

### PROCLAMATIONS:

**E.1**     [2016-3350](#)     Consider proclaiming April 2016 as "Autism Awareness Month" in the City of Round Rock.

*Mayor Pro-Tem White read the proclamation and presented it to representatives of the Autism Society of Central Texas.*

**E.2**    [2016-3356](#)

Consider proclaiming May 8-14, 2016 as "National Police Officer Week" and May 15, 2016 as "Peace Officers Memorial Day" in the City of Round Rock.

*Mayor Pro-Tem White read the proclamation and presented it to Police Chief Allen Banks and officers of the Round Rock Police Department.*

**APPROVAL OF MINUTES:****F.1**    [2016-3401](#)

Consider approval of the minutes for the April 14, 2016 City Council meeting.

**A motion was made by Councilmember Leffingwell, seconded by Councilmember Peckham, to approve the minutes. The motion carried by the following vote:**

**Aye:** 6 - Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Baese  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Mayor McGraw

**RESOLUTIONS:****G.1**    [2016-3383](#)

Consider a resolution authorizing the Mayor to execute a contract with Austin Materials, LLC for the Dell Diamond Parking Lot Project.

*Chad McDowell, General Services Director made the staff presentation.*

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

**Aye:** 6 - Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Baese  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Mayor McGraw



**G.2**    [2016-3399](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Sunrise Burger, Ltd. for the purchase of a 0.119 acre tract and a 0.1016 acre temporary construction easement necessary for the University Boulevard Widening Project (Parcel 7).

*Michael Thane, Utilities and Environmental Services Director and Steve Sheets, City Attorney made the staff presentation.*

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

**Aye:** 6 - Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Baese  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Mayor McGraw

**G.3**    [2016-3400](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding engineering and surveying services for the Oak Bluff Drainage Project.

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

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

**Aye:** 6 - Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Baese  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Mayor McGraw

**G.4**    [2016-3367](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Lockwood, Andrews & Newnam, Inc. for the Oak Bluff/Greenfield Drainage Improvements Project.

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

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

**Aye:** 6 - Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Baese  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Mayor McGraw

**G.5** [2016-3379](#)

Consider a resolution authorizing the Mayor to execute a Consulting Services Agreement with HOT Inspection Services, Inc. for the 2016 Lake Creek Ground Storage Tank (GST) Improvements Project.

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

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

**Aye:** 6 - Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Baese  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Mayor McGraw

**ORDINANCES:**

**H.1** [2016-3336](#)

Consider an ordinance approving original zoning as the PUD (Planned Unit Development) No. 106 zoning district, providing for single family common lot development on 19.70 acres located Northeast of the intersection of Old Settlers Blvd. and A.W. Grimes Boulevard. (Second Reading)

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

**Aye:** 6 - Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Baese  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Mayor McGraw

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

*The Council recessed to executive session.*

*Mayor Pro-Tem White called the session to order at 7:31 pm and adjourned it at 9:16 pm.*

**J.1**     [2016-3373](#)     Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

**J.2**     [2016-3355](#)     Consider Executive Session as authorized by §551.072, Government Code, to deliberate the purchase of and/or value of the leasehold interest of the Chamber of Commerce building at 212 E Main Street.

**ADJOURNMENT**

*There being no further business, the meeting adjourned at 9:17 p.m.*

*Respectfully Submitted,*

*Sara L. White, City Clerk*



# City of Round Rock

## Meeting Minutes City Council

Thursday, May 12, 2016

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

*The Round Rock City Council met in regular session on Thursday, May 12, 2016 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:10 pm.*

### ROLL CALL

**Present:** 6 - Mayor Alan McGraw  
Mayor Pro-Tem George White  
Councilmember Craig Morgan  
Councilmember Frank Leffingwell  
Councilmember Will Peckham  
Councilmember Kris Whitfield

**Absent:** 1 - Councilmember Writ Baese

### PLEDGES OF ALLEGIANCE

*Mayor McGraw, with the help of Raymond and Gabriel Davilla, led the following Pledges of Allegiance: United States and Texas*

### CITIZEN COMMUNICATION

*Shirley Marquardt spoke to the City Council regarding historic preservation in the City of Round Rock.*

*Ken Wood spoke to the City Council regarding an upcoming play at the Baca Center.*

*Luisa Martinez spoke to the City Council regarding the LCRA transmission line.*

### PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

#### E.1 [2016-3447](#)

Consider proclaiming May 2016 as "Historic Preservation Month" in the City of Round Rock.

*Mayor McGraw read the proclamation and presented it to the Chair and Vice Chair of the Historic Preservation Commission.*

**ORDINANCES:****F.1**    [2016-3445](#)

Consider an ordinance amending Chapter 14, Section 14-303, Code of Ordinances (2010 Edition), to amend the definition of "junked vehicle." (First Reading)\*

*Allen Banks, Police Chief made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**F.2**    [2016-3414](#)

Consider an ordinance changing the name of a portion of Oakmont Drive to Mays Street. (First Reading)\*

*Gary Hudder, Transportation Director made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**F.3 2016-3423**

Consider an ordinance amending Chapter 42, Section 42-129, Code of Ordinances (2010 Edition), to authorize a temporary 50-mph construction speed zone on a portion of the IH-35 southbound frontage road from RM 1431 to FM 3406. (First Reading)(Requires Two Readings)

*Gary Hudder, Transportation Director, made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**F.4 [2016-3435](#)**

Consider an ordinance authorizing the Issuance and Sale of One or More Series of City of Round Rock, Texas General Obligation Refunding Bonds; Approving an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement, an Escrow Agreement and Other Related Documents; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds. (First Reading)\*

*Susan Morgan, CFO and Gary Kimball, the City's financial advisor made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**F.5**    [2016-3436](#)

Consider an ordinance approving a Fourth Supplemental Ordinance to the Master Ordinance Establishing the City of Round Rock, Texas Utility System Revenue Financing Program. (First Reading)\*

*Garry Kimball, the City's financial advisory made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**F.6**    [2016-3438](#)

Consider an ordinance amending Chapter 2, Section 2-78(d) regarding civil service classifications and number of positions and Chapter 2, Section 2-78(e) regarding assignment pay. (First Reading)

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*Laurie Hadley, City Manager and Valerie Francois, Human Resources Director made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**A motion was made by Councilmember Leffingwell, seconded by Mayor Pro-Tem White, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:**

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**RESOLUTIONS:**

**G.1**    [2016-3424](#)

Consider a resolution authorizing the Mayor to execute a Meet and Confer Agreement with the Round Rock Association of Professional Fire Fighters Local 3082.

*Laurie Hadley, City Manager made the staff presentation.*

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



**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.2**    [2016-3456](#)

Consider a resolution approving a Chapter 380 Economic Development Program for United Parcel Service, Inc.

*Ben White with the Round Rock Chamber 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:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.3**    [2016-3462](#)

Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with United Parcel Service, Inc.

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.4**    [2016-3463](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County for sharing the construction cost of Roundville Lane.

*Gary Hudder, Transportation Director made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.5**    [2016-3418](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County Emergency Services District No.9 for Fire Protection and Emergency Services.

*David Coatney, Fire Chief, 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:**

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.6**    [2016-3426](#)

Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended March 31, 2016.

*Susan Morgan, CFO made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.7** [2016-3422](#)

Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances (2010 Edition) by amending Chapter 26, Parks and Recreation Fees, regarding use and rental fees.

*Rick Atkins, Parks and Recreations Director made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.8** [2016-3425](#)

Consider a resolution authorizing the Mayor to execute a contract with Casto Lopez Concrete for the CDBG Sidewalk Project.

*Gary Hudder, Transportation Director made the staff presentation.*

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

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**G.9** [2016-3428](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with APAC Texas, Inc. - Wheeler Companies for the 2014 Street Maintenance Program (Overlay) 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:**

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

## **COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

### **EXECUTIVE SESSION:**

*The Council recessed to Executive Session. Mayor McGraw called the session to order at 8:15pm and adjourned it at 9:55 pm.*

- I.1     2016-3373**     Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.
- I.2     2016-3467**     Consider Executive Session as authorized by §551.072, Government Code, related to the value of real property needed for the University Boulevard improvements project.
- I.3     [2016-3464](#)**     Consider Executive session as authorized by §551.071, Government Code, related to consultation with the City Attorney regarding the possibility of the City's intervening in PUC Docket No. 45866 related to the Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project in Williamson County, Texas.

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

- J.1     [2016-3468](#)**     Consider authorizing the City Attorney to file a Motion to Intervene in PUC Docket No 45866.

**A motion was made by Councilmember Morgan, seconded by Councilmember Peckham, that this Action Relative to Executive Session be approved. The motion carried by the following vote:**

**Aye:** 6 - Mayor McGraw  
Mayor Pro-Tem White  
Councilmember Morgan  
Councilmember Leffingwell  
Councilmember Peckham  
Councilmember Whitfield

**Nay:** 0

**Absent:** 1 - Councilmember Baese

**ADJOURNMENT**

*There being no further business, Mayor McGraw adjourned the meeting at 9:58 pm.*

*Respectfully Submitted,*

*Sara L. White, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.2**

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**Title:** Consider an ordinance amending Chapter 42, Section 42-129, Code of Ordinances (2010 Edition), to authorize a temporary 50-mph construction speed zone on a portion of the IH-35 southbound frontage road from RM 1431 to FM 3406. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Map

**Department:** Transportation Department

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### **Text of Legislative File 2016-3423**

The Transportation Department requests a temporary construction speed zone for part of the TxDOT Mobility 35 Corridor; specifically, for the South Bound Frontage Road(SBFR) ramp reversal between RM 1431 and FM 3406 (CSJ#0015-09-180). Construction on this project is scheduled to begin in the summer of 2016 and has a projected completion date set for October 2017.

During construction of the SBFR ramp reversal, the proposed temporary construction speed limit would reduce the existing speed limit from 60 miles per hour to 50 miles per hour on the southbound frontage road of I-35 from RM 1431 to FM 3406; more specifically, from Mile Point 5.295 (IH 35 ML) to 4.202 (IH 35 ML), for a total length of 1.093 miles.

Staff recommends approval.

**ORDINANCE NO. 2016-3423**

**AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-129, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, ADOPTING A TEMPORARY CONSTRUCTION SPEED ZONE FOR A PORTION OF THE IH-35 SOUTHBOUND FRONTAGE ROAD; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, Section 545.352 of the Texas Transportation Code establishes prima facie reasonable and prudent speed limits for streets and highways situated in the state of Texas, and

**WHEREAS**, Section 545.356(b) of the Texas Transportation Code gives the governing body of a municipality the same authority as the Texas Transportation Commission to alter prima facie speed limits when a highway is under repair, construction or maintenance, and

**WHEREAS**, Chapter 2, Section 3 of the *Procedures for Establishing Speed Zones* adopted by the Texas Transportation Commission states that normal speed studies are not required on sections of a highway under construction, and

**WHEREAS**, construction will soon commence on the ramp reversals on a portion of the IH-35 southbound frontage road for the TxDOT Mobility 35 Corridor Project, Now Therefore

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

## 1.

That Chapter 42, Section 42-129, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to add subsection (d) which shall read as follows:

1 **42-129. Temporary construction speed zones.**

2  
3 (d) During construction of the ramp reversals for the TxDOT Mobility 35 Corridor Project  
4 ("Project"), the temporary maximum prima facie speed limit shall be fifty (50) miles per  
5 hour on a portion of the IH-35 southbound frontage road from RM 1431 to FM 3406. This  
6 temporary speed limit shall expire upon completion of the Project, and the maximum  
7 prima facie speed limit shall thereafter be sixty (60) miles per hour.  
8  
9

10 **II.**

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

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

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

21 **READ** and **APPROVED** on first reading this the \_\_\_\_ day of  
22 \_\_\_\_\_, 2016.

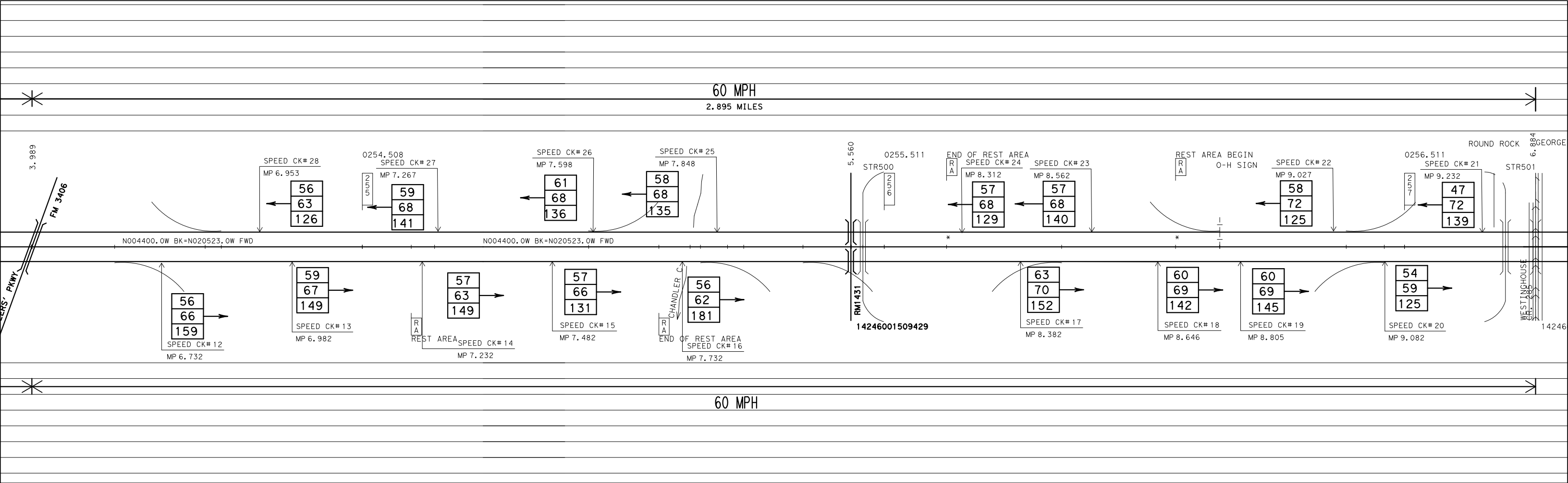
23 **READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_ day of  
24 \_\_\_\_\_, 2016.

25  
26  
27  
28 \_\_\_\_\_  
29 ALAN MCGRAW, Mayor  
30 City of Round Rock, Texas

31 **ATTEST:**

32  
33 \_\_\_\_\_  
34 SARA L. WHITE, City Clerk







# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.3**

---

**Title:** Consider a resolution authorizing the submission of an application to the Texas Commission on Arts for designation of the "Round Rock Arts and Cultural District."

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Scot Wilkinson, Arts Director

**Cost:** \$0.00

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Administration

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### **Text of Legislative File 2016-3492**

As authorized by H.B. 2208 of the 79th Legislature, the Texas Commission on the Arts (TCA) can designate cultural districts in cities across Texas. Cultural districts are special zones that harness the power of cultural resources to stimulate economic development and community revitalization. These districts can become focal points for generating businesses, attracting tourists, stimulating cultural development and fostering civic pride.

This resolution will approve the application by the City for such designation.  
Staff recommends approval.

## **RESOLUTION NO. R-2016-3492**

**WHEREAS**, pursuant to Section 444.031 of the Texas Government Code, the Texas Commission on the Arts (TCA) has the authority to designate an area as a cultural district, and

**WHEREAS**, an application for the designation of a cultural district must be submitted pursuant to TCA guidelines and approved by TCA for an area to be designated a cultural district, and

**WHEREAS**, the City has identified a contiguous area for a potential cultural district, described in Exhibit “A,” and desires to proceed with the submission of an application to TCA requesting designation of the area as the “Round Rock Arts and Cultural District” (hereinafter the “Arts and Cultural District”), and

**WHEREAS**, the development and governance of a designated cultural district is required to be a cooperative effort between private and public entities, and

**WHEREAS**, Round Rock Arts and Round Rock Foundation for the Arts previously approved the resolutions attached as Exhibit “B” authorizing support for the designation of the Arts and Cultural District, and

**WHEREAS**, the City desires to submit an application to TCA for designation of the area identified in Exhibit “A” as the Arts and Cultural District, Now Therefore

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

That the City:

1. Endorses the submission of this application and agrees to participate in the development and financial support of the Arts and Cultural District.

2. Endorses the goal of economic development of the Arts and Cultural District within the context of preservation and rehabilitation of our historic buildings.

3. Will appoint a City official to represent the City on the governing board to develop and maintain the Arts and Cultural District.

4. By this action, directs City staff to actively support and cooperate with governing board to develop and maintain the Arts and Cultural District.

5. By this action, requests all residents of City, especially those citizens who own property or businesses with the Arts and Cultural District, to support, promote and help maintain activities and events in the Arts and Cultural District.

6. Authorizes the Mayor to sign and submit this Resolution approving the submission of an application by the City to TAC for designation of the Arts and Cultural District.

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 26<sup>th</sup> day of May, 2016.

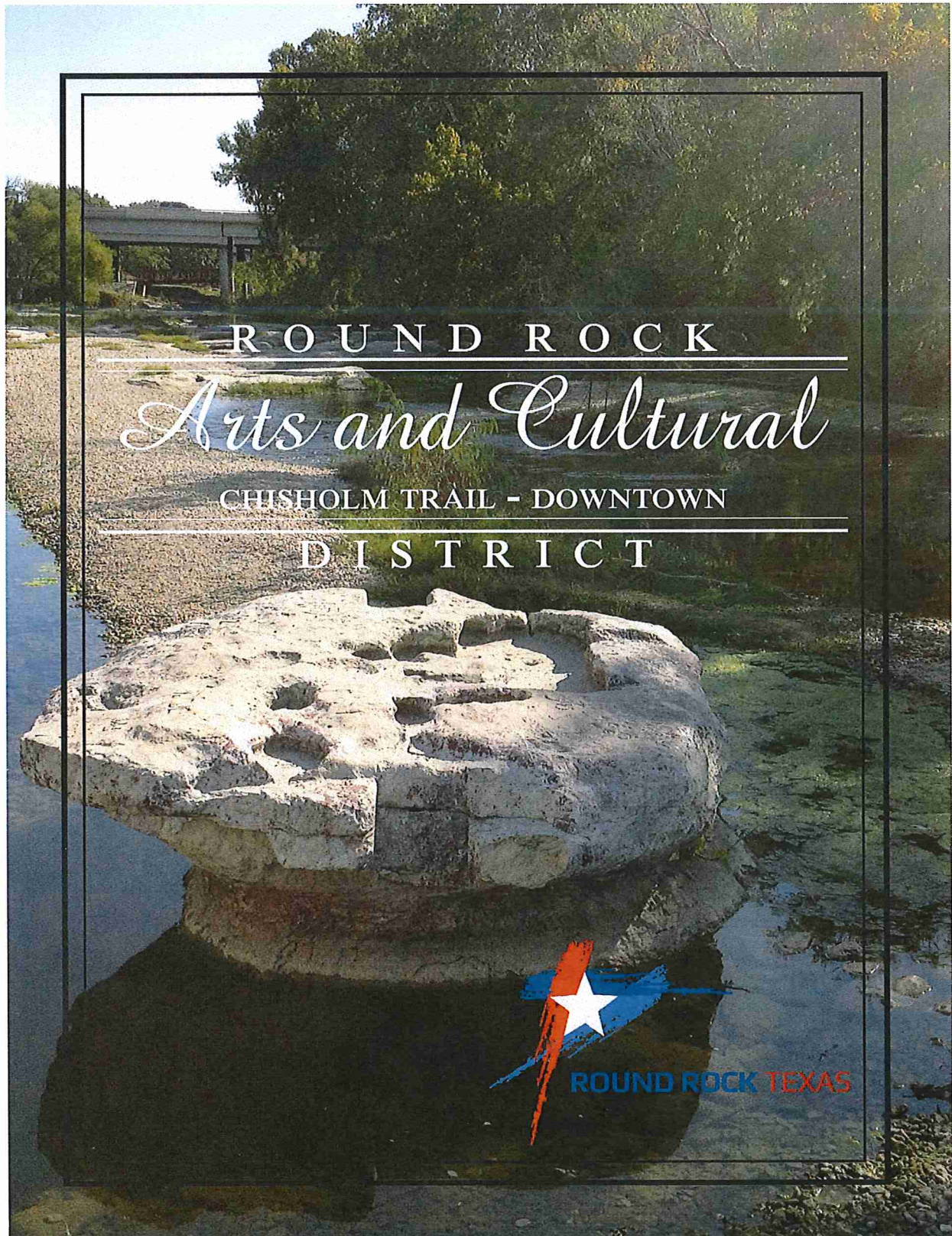
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ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



EXHIBIT

tabbies

A

## **Round Rock Arts and Cultural District Chisholm Trail - Downtown**

The City of Round Rock adopted an Arts Master Plan in June of 2011. “The City is at an important transition point: arts and culture are becoming a crucial component of the City’s quality of life. To this end, the City Council has identified the need to expand and strengthen arts and cultural activities in Round Rock.”

**The vision of the Arts Master Plan:** Arts and culture are important to Round Rock’s quality of life, strengthening our community, inspiring more investment, and creating a greater sense of place.

**The Goals of the Arts Master Plan are to:**

1. Support the economic development of our community, by adding value to development in the downtown and planned growth areas;
2. Further establish Round Rock as a destination for all types of visitors;
3. Inspire innovation and unique collaboration across public, private, and non-profit sectors;
4. Contribute to Round Rock’s position as a full-service community with a high quality of life.

**The Arts Master Plan tools included:**

1. Strengthen the Organizational Structure.
2. Expand and professionalize the art and culture infrastructure to foster collaboration, elevate profile and improve funding.

**The three strategies of the Arts Master Plan are to:**

1. Create: Places with arts and culture celebrating the past, present and future;
2. Join: Higher education, health sciences, and creative industries to inspire innovation;
3. Develop: Round Rock as a place for making and doing art.

**The Arts Master plans also is to:**

1. Strengthen the organizational structure.
2. Expand and professionalize the art and culture infrastructure to foster collaboration,
3. Elevate profile and to
4. Improve funding.

The Arts Master Plan has been in place for over five years. The City of Round Rock has provide the initial increase in arts and culture investment. City management ensures funds are being used as outlined by the concept plan. The Director of Arts and Culture reports to City Management.

The Round Rock Arts is working directly with the City of Round Rock and RRArts is a 501(c) 3 non-profit organization. Working with the Director of Arts and Culture as an embedded professional director for the arts components are generated through fund-raising, corps of volunteers, programming, commissioning, information and a collaboration portal. Fundraising has now been established through the Round Rock Foundation for the Arts.



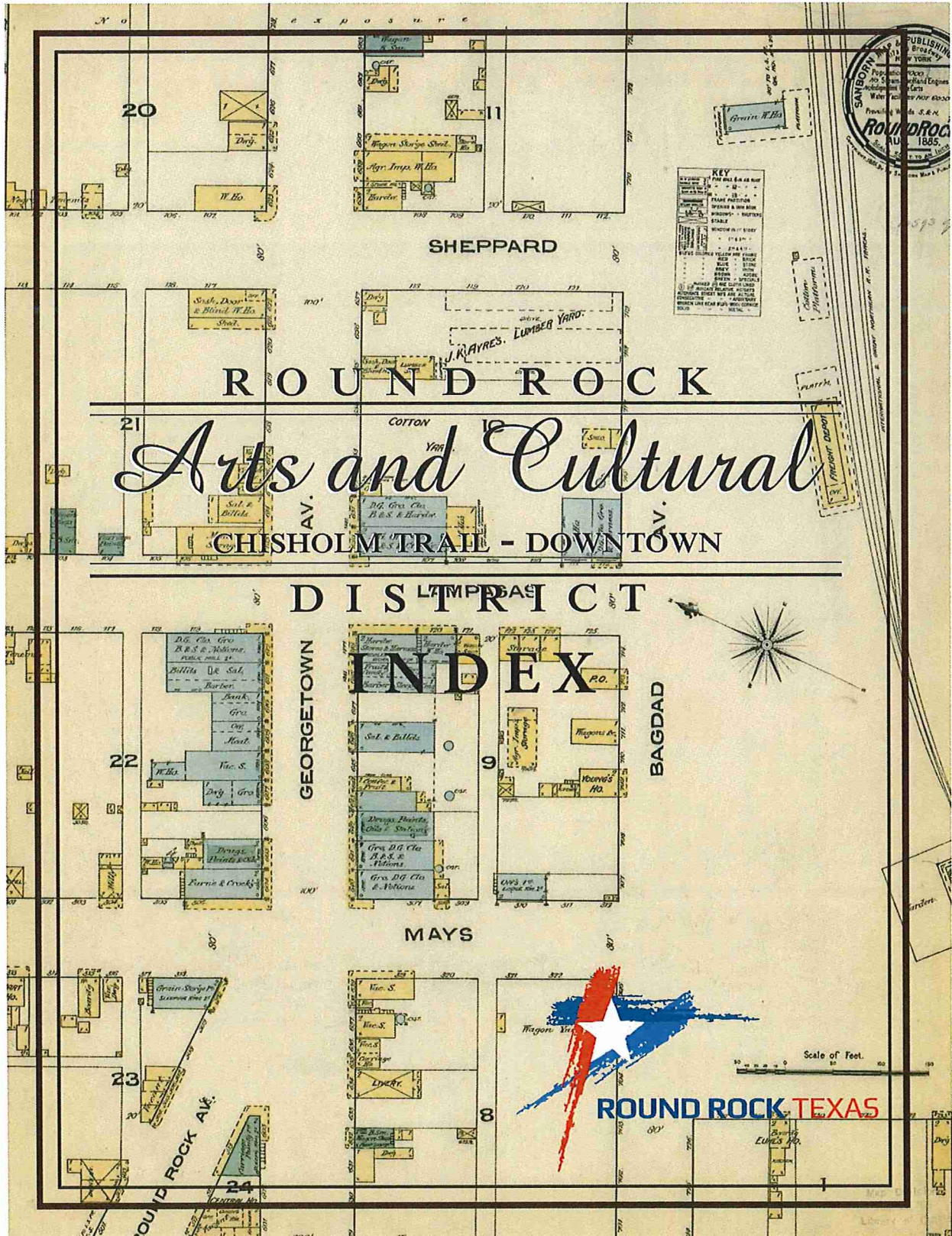
The mission of the Round Rock Arts and Cultural District is to create a place for citizens and tourists alike that expresses the Texas spirit from its historic Chisholm Trail area through Downtown Round Rock that encompasses a rich heritage of architecture, buildings, history and the arts.

The “round rock” is a landmark that has been a path for centuries for the Tonkawas and Lipan Apaches Indians, the Spanish missionaries, the early Pioneers and the migration of citizens wanting to live and call Round Rock home area even today. The Round Rock Arts and Culture features an abundance of historical registered buildings, a rich history celebrating our Texas roots, our award-winning educational institution, featuring many of Round Rock’s cultural and non-profit agencies, to a variety of unique and tasty restaurants and bars, combined with local downtown businesses and city government that make for a successful and fun place to seen morning, noon and night.

The plan will emphasizes historic preservation, downtown connections, beautification, way-finding, connections for walkability and transportation, improvements to neighborhoods and areas, with the possibility of the creation of a new arts and cultural facility that drives economic factors for businesses and job opportunities. The plan will emphasize coordination and input from all stake holders and a multi-tasking management and marketing groups with the intent to increase the livability and economic well-being of Round Rock.

Round Rock Arts and Cultural District will include walking guides and tours that features its rich heritage and history, trails that lead along the Brushy Creek to a vibrant Downtown historic area with beautiful architecture, businesses, restaurants, galleries and live performances featuring theatre, artist studios, museums, arts center, an arts integration academy, and public art sculptures with a spaces available to artists or create opportunities for the public to encounter the arts. Round Rock Arts and Cultural District will become a tourist destination that attract tourists, help preserve and reuse historic buildings, enhance the image and visibility of Round Rock’s place, and to foster a supportive environment for arts and culture.







**Round Rock Arts and Cultural District  
Chisholm Trail - Downtown**

**INDEX**

**Introduction to Round Rock's Arts and Cultural District**

**Maps**

- 1896 Map of Round Rock
- Current Round Rock City Map
- Arts and Cultural District Map
- Historic Walking Guide Map
- Downtown Round Rock Map
- The "round rock" on Chisholm Trail in Round Rock
- Trails System

**Narrative**

**Description of Arts and Cultural District: Chisholm Trail Crossing to Downtown**

- Level of Community Support
- Benefits of cultural district
- Evidence of public input and planning process for the Arts and Cultural District
- Copy of signed resolutions from the City of Round Rock
- Copy of signed resolution of support by Round Rock Arts and Round Rock Foundation for the Arts

**Management Structure**

- Leadership/management team (*see application instructions*)
- Organizational chart

**Presence of Cultural and Arts Assets**

- History
  - Chronological Listing
  - Round Rock Culture and History
- List of existing arts, cultural and tourism enterprises
  - Historic Properties on Chisholm Trail
  - Chisholm Trail Crossing Park
  - Railroad and Train Depot
  - New Town
  - The Immortal Ten Bus Crash
  - Sam Bass and the Round Rock Shoot Out
  - Historic Businesses, Homes and Other
    - Train Depot and Sam Bass Community Theatre
    - Downtown Business District and National and Downtown Historic Register District

**Round Rock Arts and Cultural District  
Chisholm Trail - Downtown**

**INDEX (continued)**

**Presence of Cultural and Arts Assets (continued)**

- Water Tower
- Round Rock Cemetery
- Downtown Master Plan
- Downtown Today
- RRISD – Arts Integration Academy (CD Fulkes and Berkman Elementary)

**Incentives and Collaborations**

- Zoning
- Historic Preservation
- Tax Incentives (already in place and adopted)
- Round Rock Chamber of Commerce

**Round Rock Arts and Cultural District Amenities**

- Chisholm Trail Historical Area
- Trail Systems and Connectability
- Historical (places, structures, businesses and houses)
  - National and State Historical Markers
- Parks
- Memorials
- Culture and Arts Around Downtown
- More Arts and Activities
- Festivals
- Making and Doing

**Plan for Developing and Sustaining the Arts and Cultural District**

- Benefits and Overall Goals and Objectives
- Future:
  - Trails
  - Arts Facility
  - Black Box Theatre
- Williamson Museum
- Honors and Remembrance in place
- Program and activity plan
- Marketing Plan
- Challenges and Opportunities
- Fund-Raising

**Round Rock Arts and Cultural District  
Chisholm Trail - Downtown**

**INDEX (continued)**

**Cultural and Arts Partners**

**Future Plans**

**Attachments**

Arts and Cultural district budget

Audiovisual Material

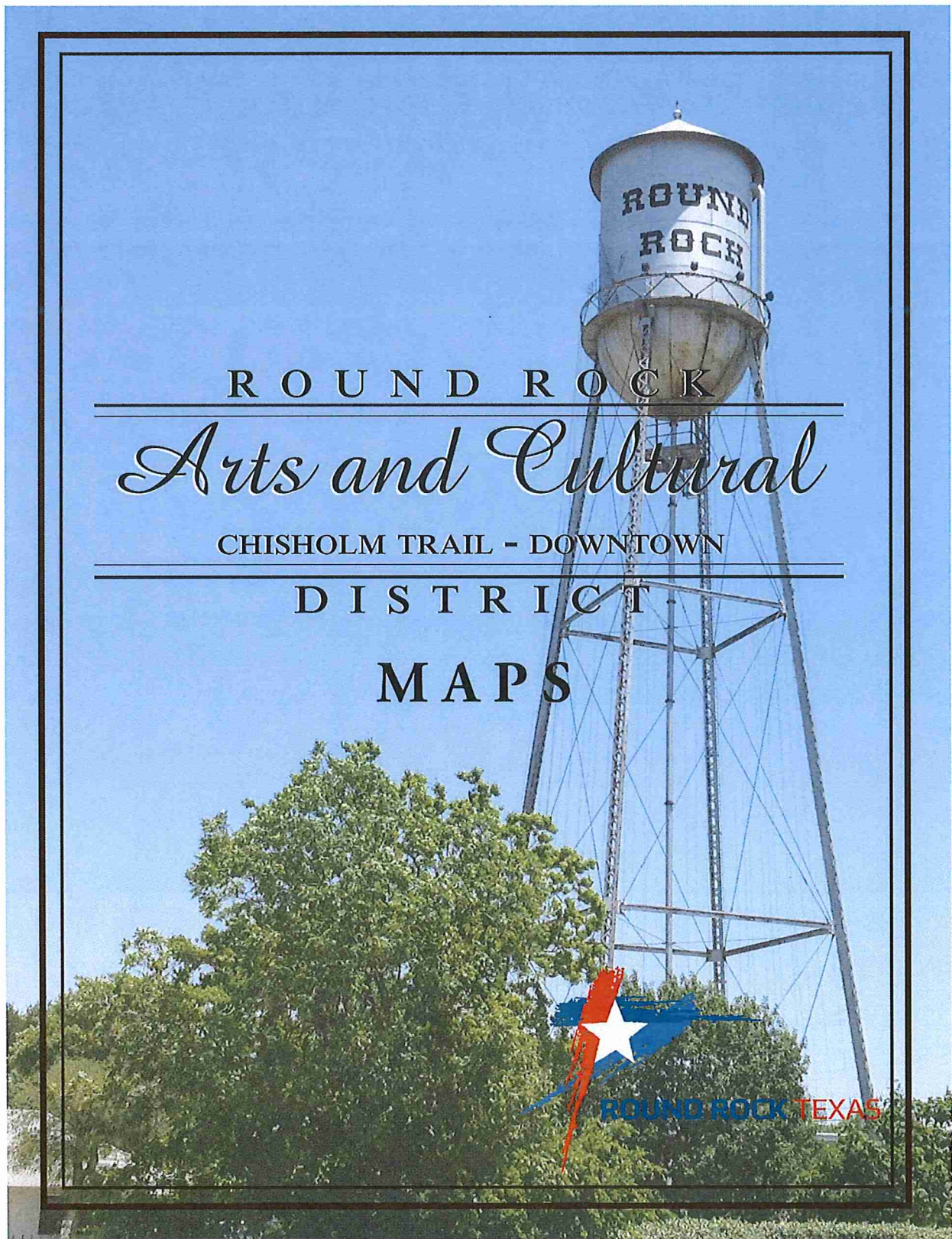
Board of Directors with annotation for lead organizations

Audited financial statement and/or Form 990

Copy of 501(c)(3) nonprofit status letter from the Internal Revenue Service

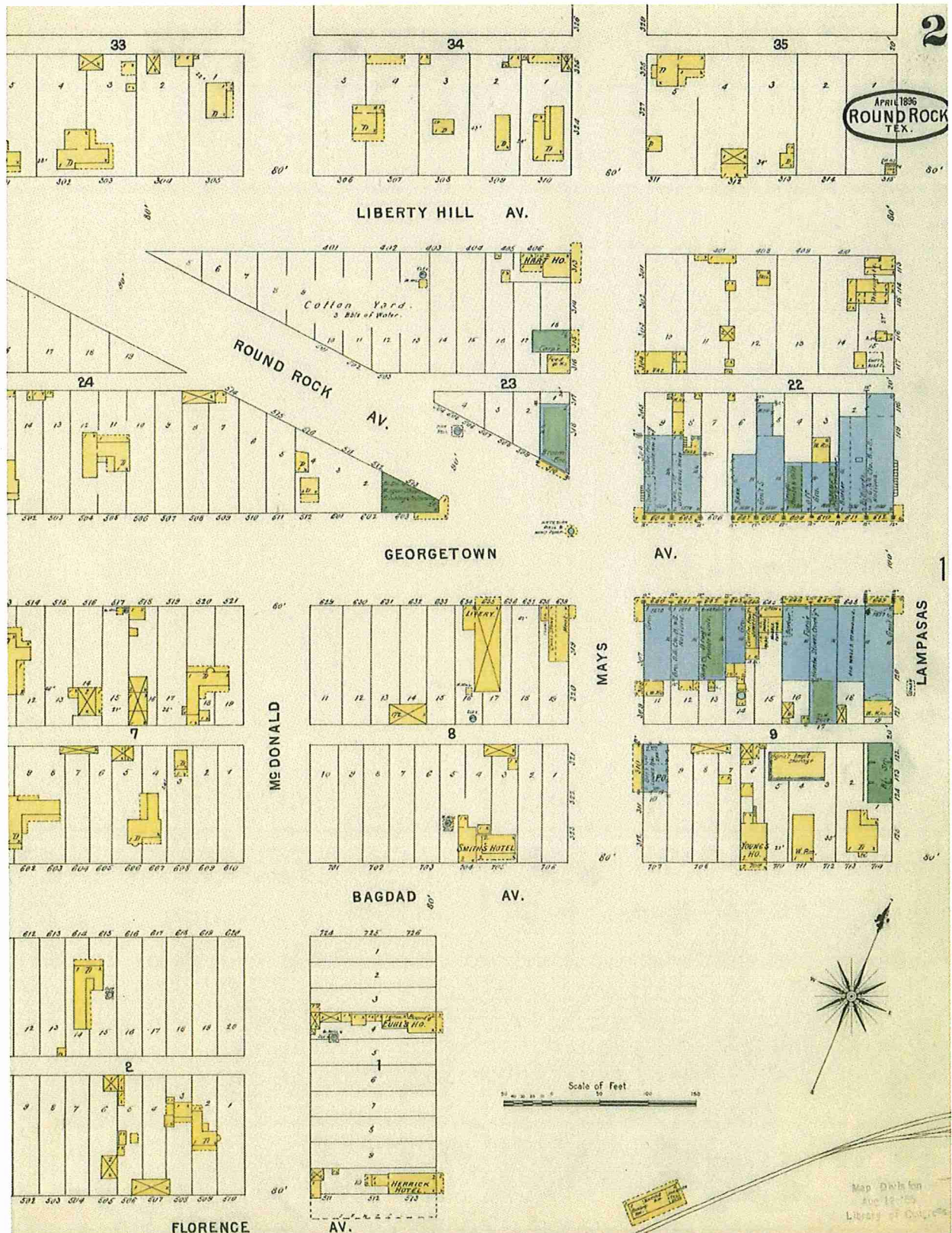
Americans with Disabilities Act (*ADA*) features





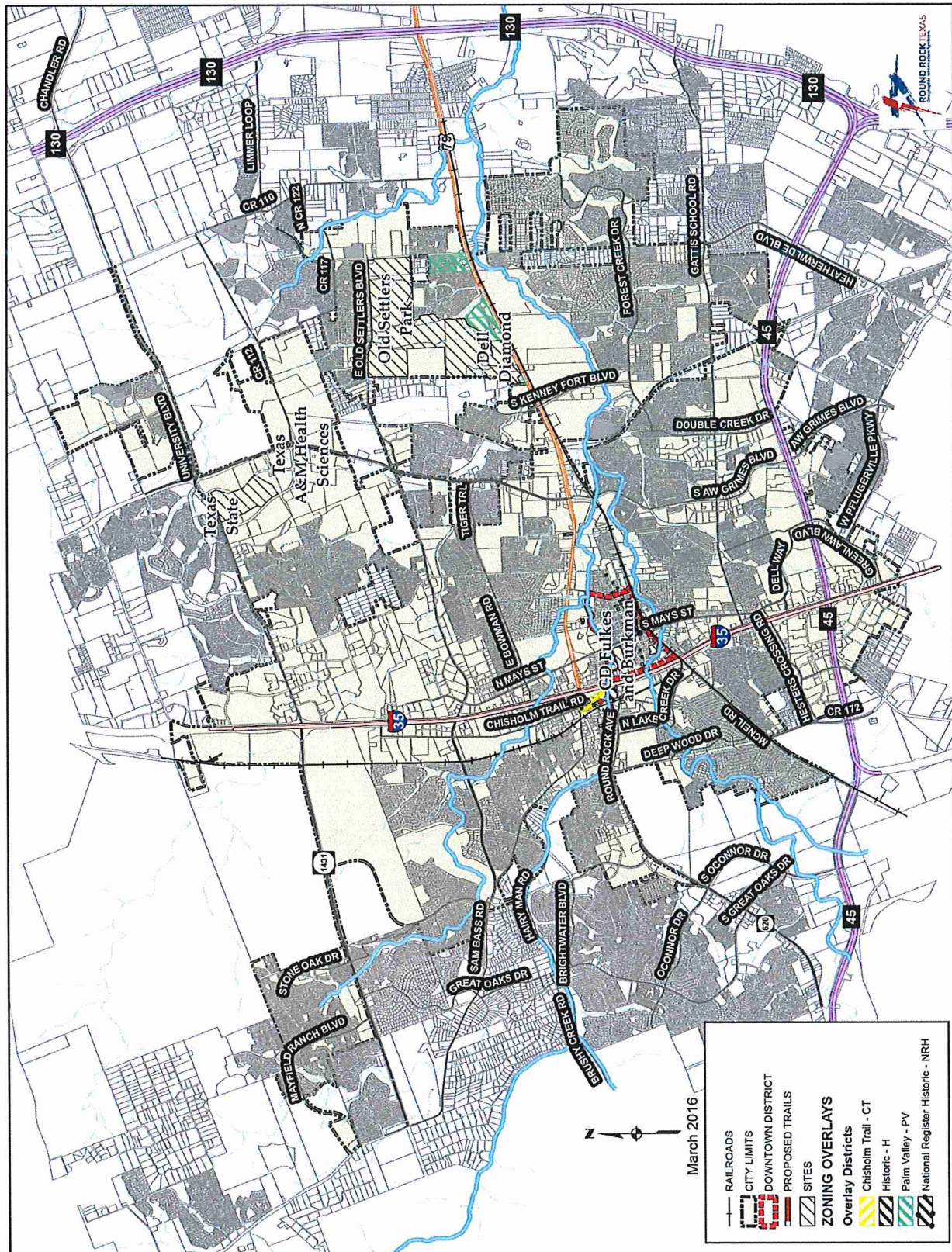


# Round Rock Map - 1896



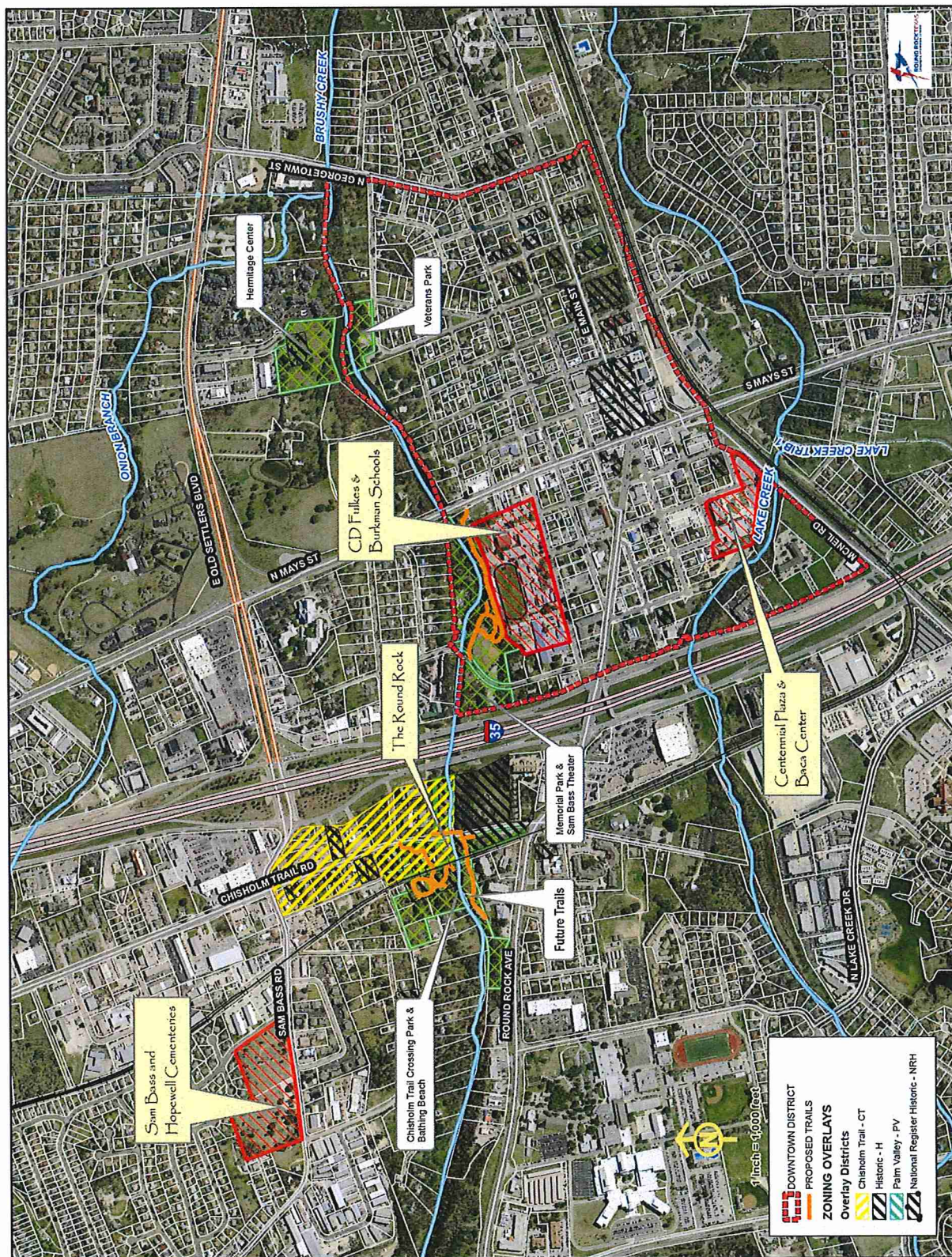


# Round Rock Map – 2016



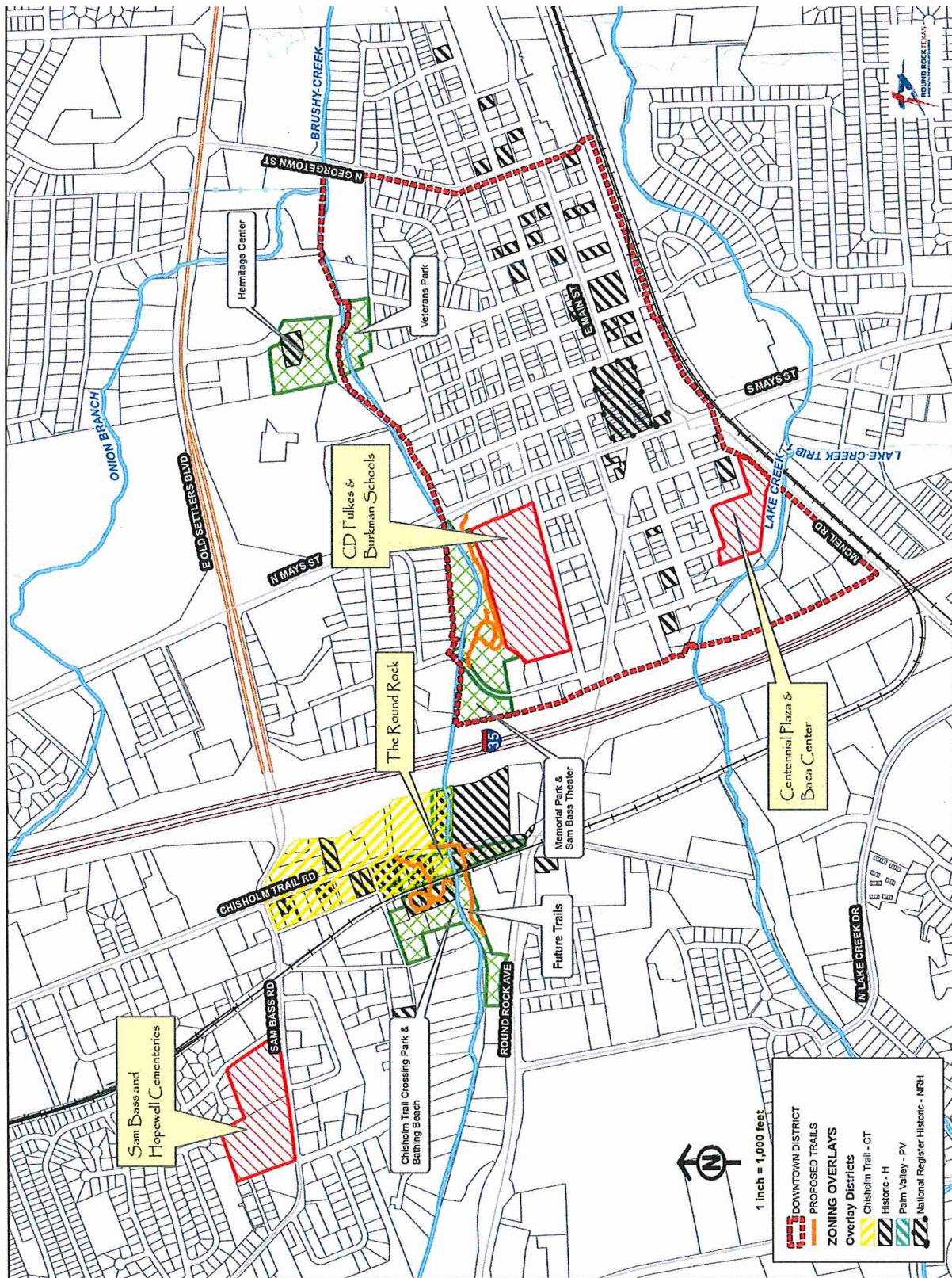


# Round Rock Culture and Arts District Map





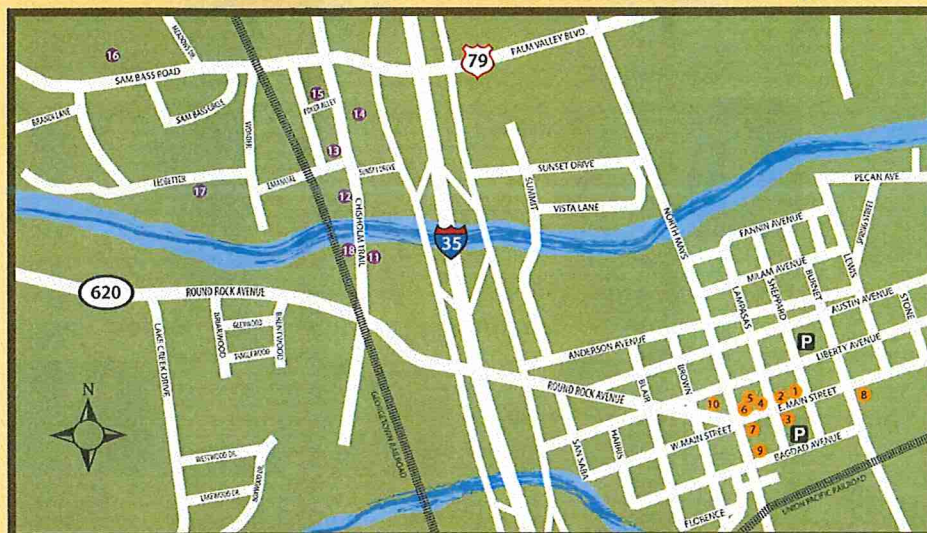
# Round Rock Arts and Culture District Map





# Round Rock Historic Walking Guide

## Historic Round Rock Guide and Downtown Walking Tour



### 1 PALM HOUSE - 212 E. Main St., 1873

(Chamber of Commerce/Visitor Center)

Moved to its present location in 1976, this home was originally built by Andrew and Caroline Palm, on land purchased from the Swedish Immigration Agent east of Round Rock in the Palm Valley settlement. Relatives of Sverre Palm, the Swedish Vice-Council to the Texas Republic, the Palms, like many others, were encouraged to settle in this part of Texas. Exhibits of Round Rock history and its Swedish roots are on display inside.

### 2 ROUND ROCK MERCANTILE - 202 & 204 E. Main St., 1900 - 1907

(Economy Drug Store)

Originally built as a single-story structure which housed the Round Rock Mercantile, the largest dry goods store in town. Now you can step inside and experience the original display case and soda fountain counter added when the Economy Drug Store built it in 1907. The second floor facade, added shortly after, reflects pressed tin and iron materials, popular during the era.

### 3 J.A. NELSON & COMPANY - 201 E. Main St., 1900

Placing metal on stone was very popular around the turn of the century. The J.A. Nelson building is one of the best examples in Central Texas, built of limestone with an ornate cast iron and pressed tin facade manufactured by Mesker Bros., St. Louis. It originally served as a lumberyard and hardware store.

### 4 116 & 118 E. Main St., 1880

Imagine a dry goods store on the corner with a pool hall and saloon next door. That is what these buildings first housed until a fire destroyed them. In the 1920s, Farmers State Bank rebuilt the corner building and the adjacent one was remodeled in 2002/2003.

### 5 OTTO REINKE BUILDING - 102 E. Main St., 1879

This beautifully carved limestone structure showcases its well-proportioned arches and window detailing, making it one of the finest examples in downtown. It was believed to have been used by Reinke as a bakery. The interior burned in 1963 and was rebuilt some years later.

### 6 THE OLD BROOM FACTORY - 100 E. Main St., 1880

A furniture store, a sweet shoppe and a second floor used for lodging highlight this building's purpose before the Broom Factory moved into it at the turn of the century. In 1994, a broom produced in this factory won a gold medal at the St. Louis World's Fair.

### 7 KOPPEL'S STORE OR KOPPEL'S - 107 E. Main St., 1876

This stone building is one of the oldest structures in Downtown Round Rock. Built for use as a dry goods store, this was the site of the historic shoot-out that moved to the street between Sheriff A.W. Grimes and Sam Bass.

### 8 "WOODBINE" Nelson Crier House - 405 E. Main St.

Constructed near the turn of the century, this unusual house was built for Andrew & Hedvig Nelson. The Nelsons were Swedish immigrants who became prosperous farmers, the owners of a cotton gin and other businesses. Their large house originally sported a large round tower which was replaced by the Ionic columns facing Main Street today. Three generations of Nelsons lived in the house until 1960, when Mr. and Mrs. Eugene Crier Goodrich purchased the house. Mrs. Goodrich named the house "Woodbine" for the Virginia creeper that covers the walls of the house.

### 9 OLD MASONIC LODGE AND POST OFFICE - 107 S. MAIN STREET, 1878

Used for offices and lodge meetings when it was first built. Beginning in the late 1890s it served as the post office for the "new" Round Rock. Built by A.L. Bowers, this beautiful structure has an ornate front. The pattern is created by unusually shaped stones and brick detailing.

### 10 ROUND ROCK WATER TOWER - CIRCA 1935

The tower serves to this day as a Round Rock landmark. During the 1930s, it was part of a large WPA project that not only served most of the residents of Round Rock with water and sewer hookups, but it allowed many people "down on their luck" to work.

### 11 QUICK HOUSE - CIRCA 1850s

Visible from Brushy Creek during the fall and winter, this house is one of the oldest in Round Rock.

### 12 SAMSON HOUSE - 2 Chisholm Trail

The load bearing stone building at #2 Chisholm Trail was constructed between 1850 and 1875 and is associated with the commercial buildings in the original town of Round Rock.

### 13 ST. CHARLES HOTEL - 8 Chisholm Trail

Built in the mid-19th Century these two buildings have been used as stores, residences and hotels throughout the years. The one-story structure was built about 1853 by Thomas Otts for use as a store and the town's first post office. The two-story building was probably built 20 years later and was occupied by a prominent local doctor.

### 14 INN AT BRUSHY CREEK - 1000 North IH-35, Circa 1850s

Most likely, Thomas Otts built this structure as a family residence. Set well back from the street, it is estimated that the home was constructed somewhere in the 1850s, although its earliest known reference is a deed issued in 1863 when the property was sold.

### 15 ONE POKER ALLEY - Circa 1860-1870

Both the builder and the construction date are unknown, although historians surmise that the single story section was built early in the history of Round Rock. It may have served as the post office when it was owned by John Rowland, Postmaster in 1867.

### 16 ROUND ROCK CEMETERY - Sam Bass Road, Circa 1851

The oldest tombstone in the cemetery is dated 1831, before which most burials went either unmarked or took place in family cemeteries. By the turn of the century, over 100 burials had taken place. Two of the most famous are marked with large, new granite headstones. Sam Bass is buried here in the northwest corner, as is his sickle. Salmon Barnes, Deputy Sheriff A.W. Grimes, also killed in the Great Round Rock Shootout, is buried in the northeast corner. Near the Bass grave, is the so-called slave cemetery where some of Round Rock's freed slaves were buried. Vander "Barbette" Broadway, a famous trapeze artist from Round Rock, who was the toast of Paris in the 1920s and 1930s, is also buried here. Hispanic burial sites can be found in the south section and African-American citizens were buried in the eastern section.

### 17 BARKER-PORTER HOUSE - 1113 Ledbetter Street, Circa 1870

This simple stone house is a good example of frontier Texas architecture. The central door opens into a hall with a room on either side. Home to the Barker family, son Dudley became a Texas Ranger.

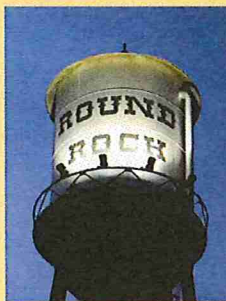
### 18 "CROSSING THE BRUSHY AT THE ROUND ROCK"

Since the first bridge across Brushy Creek was not constructed until after 1890, the large "round rock" in Brushy Creek just southeast of #2 Chisholm Trail marked a good place for Native Americans, cattle drives, and stagecoaches to cross the creek. Wagon wheel ruts are still visible in the exposed rock between #2 Chisholm Trail and Brushy Creek, probably carved by wagon trains and/or wagons laden with stone from a nearby quarry. Chisholm Trail was once called Old Stagecoach Road. According to local legend, #2 Chisholm Trail served as a stagecoach stop.

● National Register District "Historic Downtown"

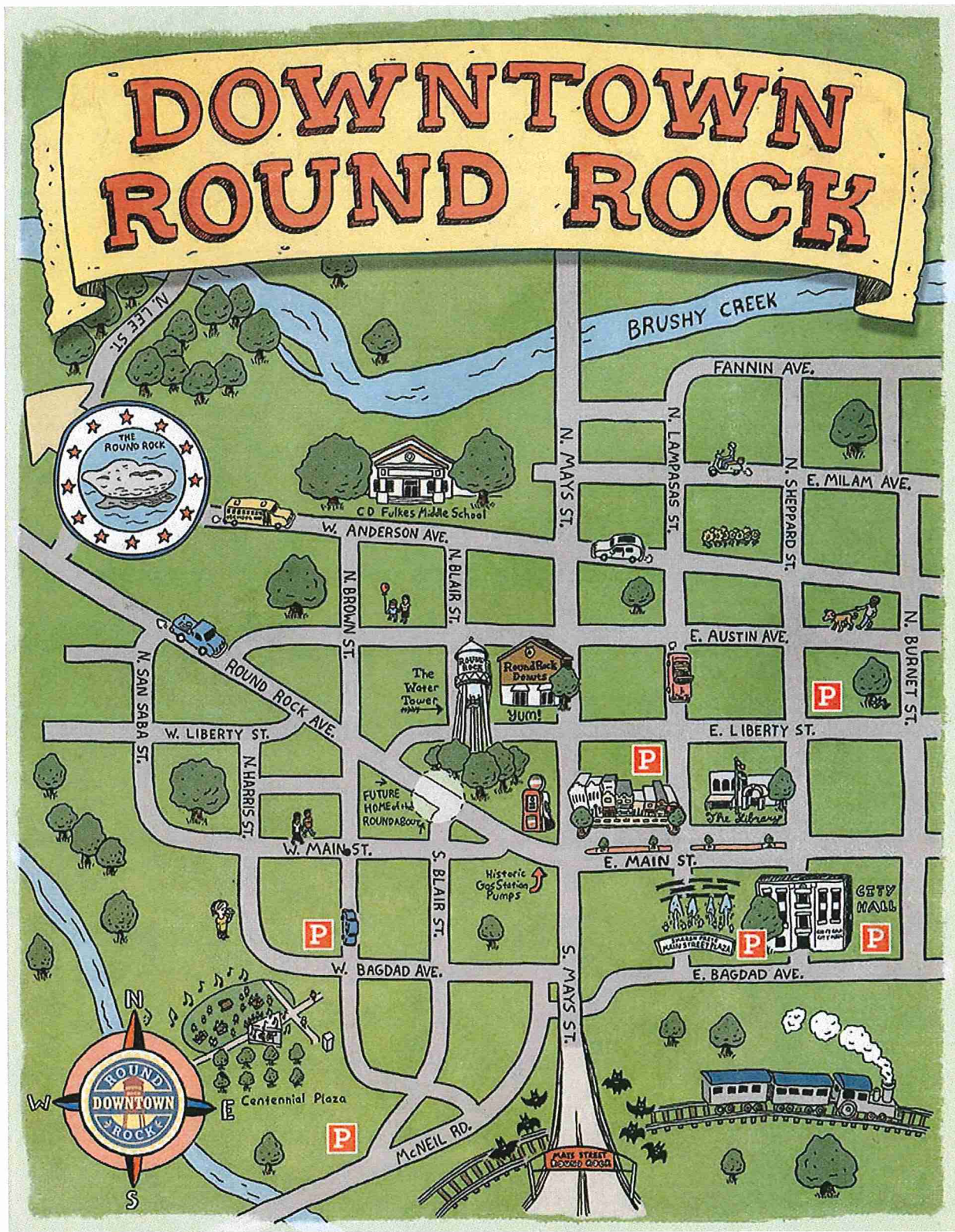
● Chisholm Trail Historic Area "Old Town"

P Free Public Parking



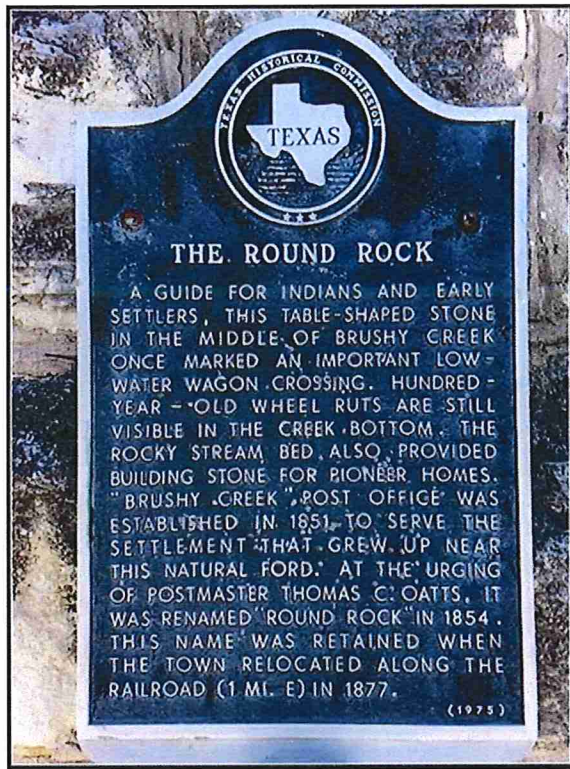


## Downtown Round Rock





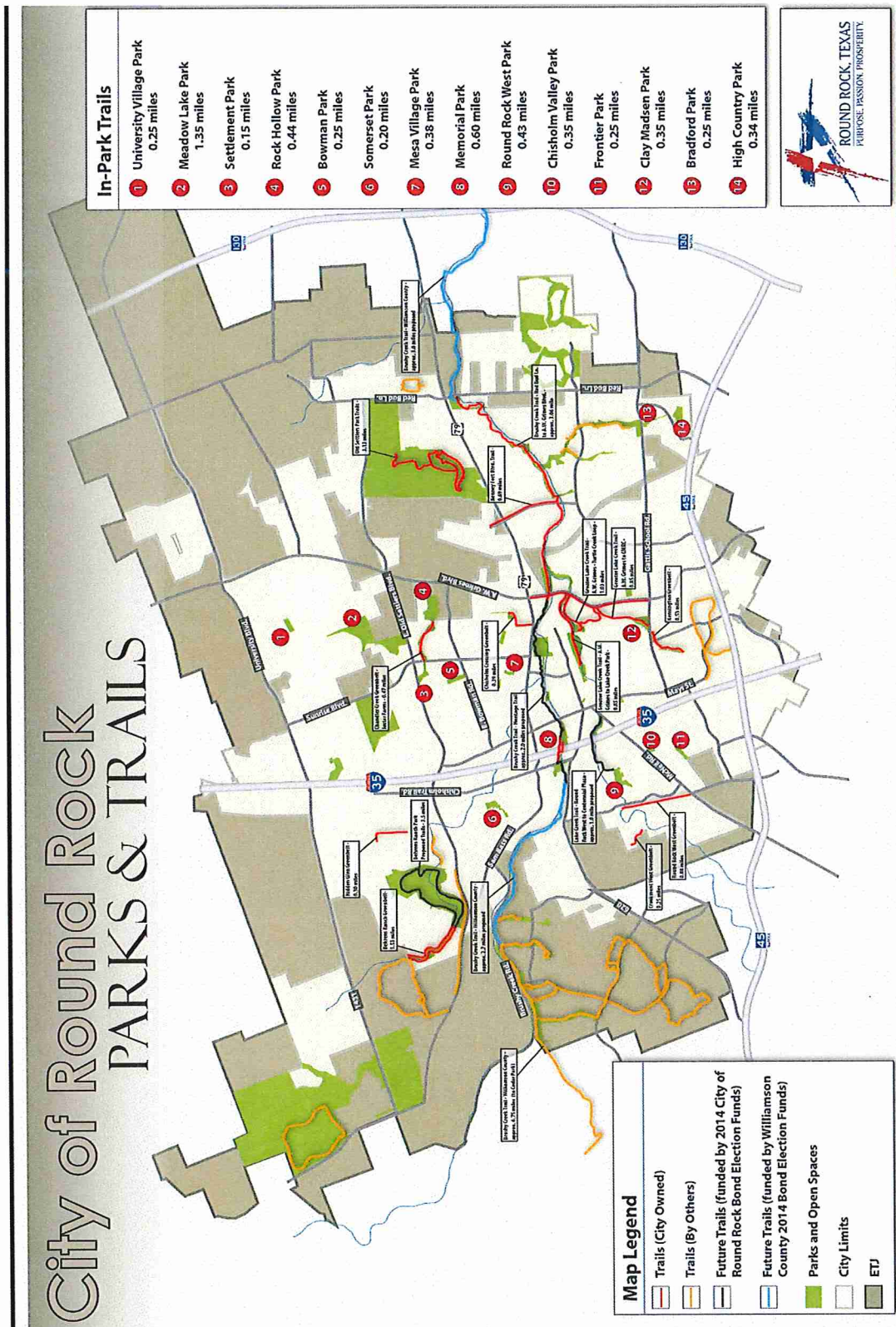
## The “round rock” on Chisholm Trail in Round Rock, Texas



## On Brushy Creek: 500 Chisholm Trail Crossing Park, Round Rock, Texas

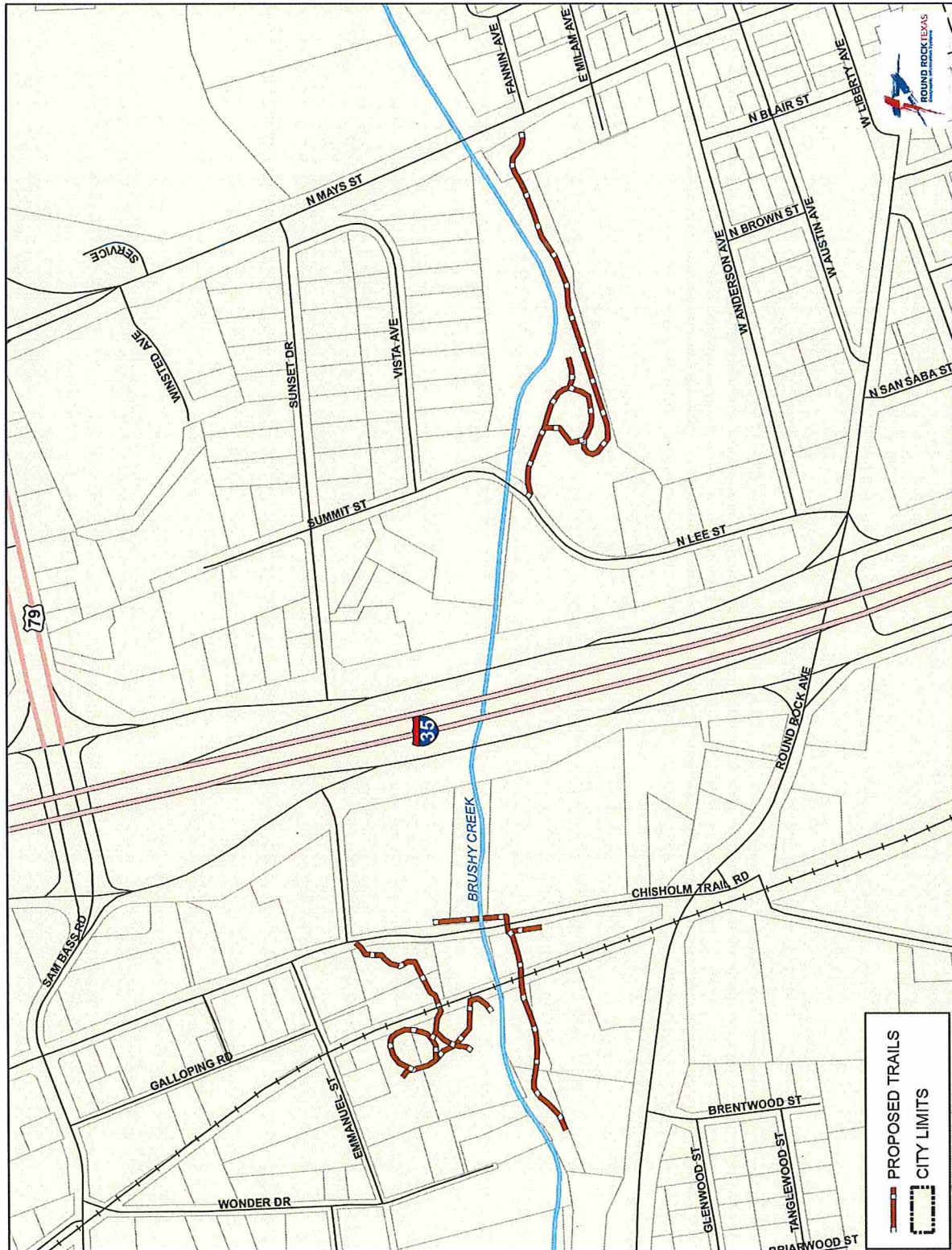


# City of Round Rock Parks and Trails

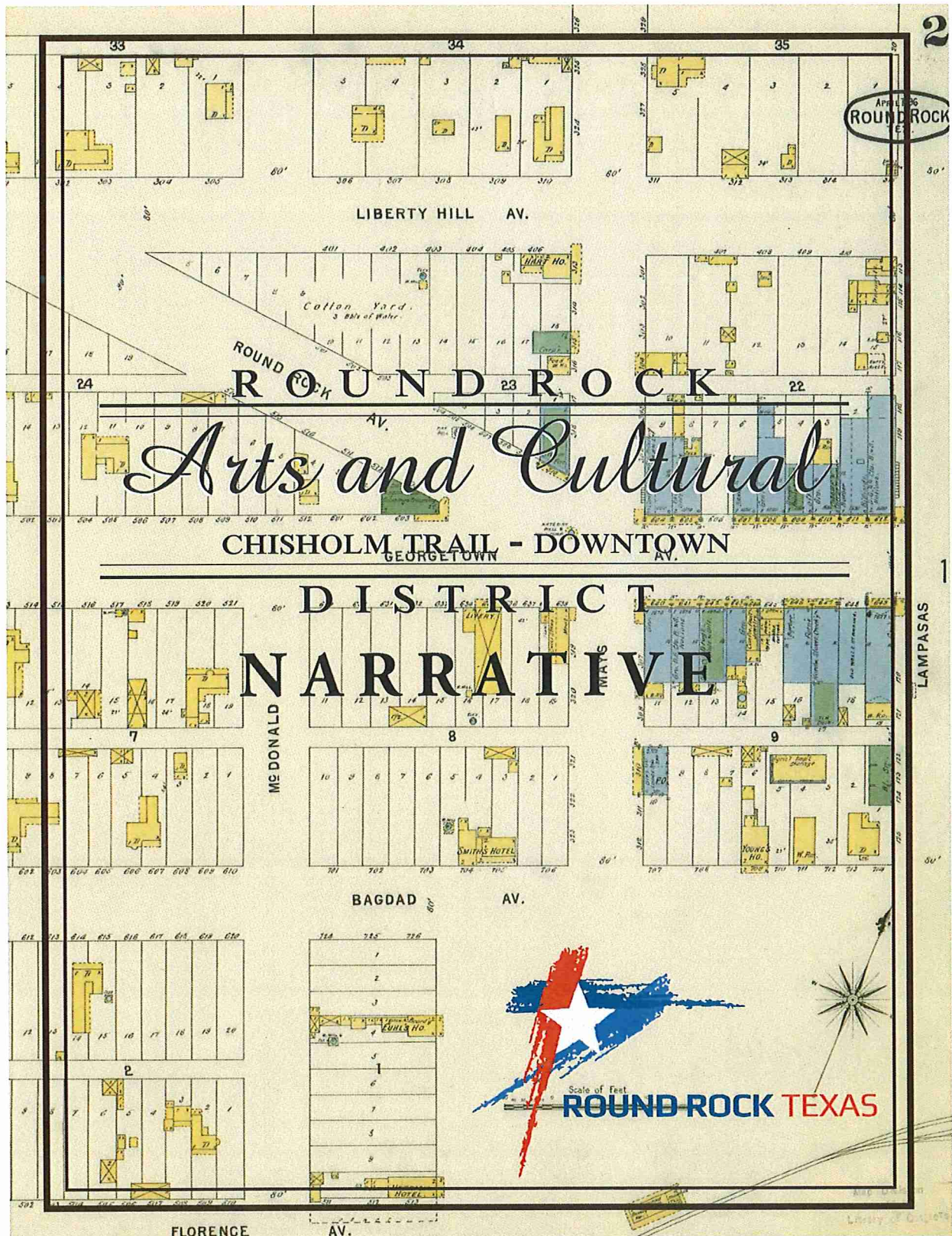




## Proposed Trails at Chisholm Trail Park and Downtown









## **Narrative:**

Our path starts and leads from the round rock. In 1851, a small community was formed on the banks of Brushy Creek, near a large anvil-shaped limestone rock in Brushy Creek located in the middle of the creek. This round rock marked a convenient low-water crossing for wagons, horses and cattle.

The first postmaster called the community Brushy Creek, but in 1854 the small settlement was renamed Round Rock in honor of this now famous rock. The "round rock" is located near Chisholm Trail Street in the middle of Brushy Creek. Since the first bridge across Brushy Creek was not constructed until after 1890, the large "round rock" marked a good place for Native Americans, cattle drives, and stagecoaches to cross the creek. Wagon wheel ruts are still visible in the exposed rock between Chisholm Trail and Brushy Creek, probably carved by wagon trains and/or wagons laden with stone from a nearby quarry. Chisholm Trail was once called Old Stagecoach Road. According to local legend, Chisholm Trail served as a stagecoach stop.

Round Rock was officially incorporated 103 years ago, in 1913. The Old Town section still contains many historic structures and is the centerpiece of an evolving historical, recreational and commercial area. Today, Round Rock is the nation's second-fastest growing city with a population over 105,000.

Round Rock is located 15 miles north of the state capitol, Austin. Major employers include Dell, Emerson, TECO-Westinghouse, Dresser and Hospira. Round Rock has an award-winning park system with over 1,700 acres of parks and trails, an exemplary school district, and is recognized as one of the safest cities with a population of at least 100,000 in the United States. Round Rock has attractive residential communities; an intact, pedestrian friendly historic core; vibrant community spirit; and a desirable proximity to the Texas Hill Country.

The City of Round Rock prides itself on its long-term planning. Several of these plans are now emerging as the links to a vibrant Arts and Culture district for our citizens and visitors alike.

**Downtown Master Plan:** The Downtown Master Plan, unanimously approved by ordinance by the City Council in June 2010, provides a guide for the development of one of Round Rock's oldest historic districts. From fall 2008 to spring 2009, the City undertook an iterative visioning process to create the Master Plan. The Plan aims to:

- Stimulate responsible and foresighted economic growth
- Accentuate the area's assets and build upon past planning efforts
- Present a cohesive vision and identity for the area
- Describe place-making concepts to achieve an activated and attractive downtown
- Provide strategies to implement the urban design concepts

The Downtown Master Plan is a vision to guide the redevelopment of downtown Round Rock. The Master Plan recommended a series of public infrastructure improvements and new zoning regulations (that have been adopted) in order to enhance its traditional character and produce a vibrant, pedestrian-oriented place to live, work, and play.

**Downtown Branding** (adopted in 2014): The City of Round Rock also launched an intensive branding program by North Star Destination Strategies. This program was designed to discover, define and design Downtown Round Rock's competitive differentiator – or, what makes the downtown special. The ultimate goal of this initiative is to attract more businesses and tourists to the city and to improve/maintain quality of life for existing citizenry. North Star's research included an assessment of the environment; perceptions of visitors, residents and stakeholders; and a review of current communications and the competition. The ultimate outcome is to uncover, define and bring to life what is most compelling and unique about Downtown Round Rock.

**Parks and Recreation Plan:** In November 2013, Round Rock residents showed their support for the Parks and Recreation Department by approving a bond proposition for \$56.5 million for trail and park improvement projects. The City has been working hard to get these projects under construction and make them available for community use. **The Heritage Trail West** project includes improvements to Bathing Beach Park, Chisholm Trail Crossing Park, and Memorial Park, as well as a pedestrian overpass at Chisholm Trail Road and a pedestrian underpass at I-35 which connects downtown Round Rock and the proposed Cultural and Arts district. It will include interpretive signage, sculptural art elements, pedestrian overlooks, and thematic elements along the trail depicting a timeline of Round Rock's history. Also, the **Heritage Trail East:** This portion of the project includes improvements to a newly acquired piece of land along Heritage Circle, design of a destination playground, and a pedestrian bridge over Brushy Creek. It will include interpretive signage, sculptural elements, and thematic elements along the trail depicting a timeline of Round Rock's history. The trails will guide and bring you and through the cultural areas.

**Arts Master Plan:** In 2011, H3 Hardy Collaboration Architecture, LLC, and Webb Management Services were engaged to assess the artistic and cultural environment in Round Rock and the need for additional programming to enhance the quality of life and provide attractive amenities to residents, workers and visitors. In their Memoranda of Findings and Recommendations, H3 and Webb describe Round Rock as having a flourishing artistic and cultural environment. The report recommends Round Rock as a perfect candidate for a cultural district in the State of Texas.

**Arts Facility Feasibility Study:** Corgan, an architectural and design firm from Dallas, Texas was hired in 2015 to do an arts facility feasibility study for Round Rock. The scope of work provided by Corgan included architectural feasibility and assessment services that addressed the needs, components, and relationship of a new arts facility to the community. It also included research + planning; facility sizing + demand analysis; facility concept diagrams and deliverables + presentations to City Council. The report concluded that Round Rock does need an arts facility.



The Corgan report concluded that Round Rock needs a 72,000 square foot arts and cultural facility. The facility would house a 1,250 plus seat proscenium house; 250 seat flexible theatre; rehearsal hall, multi-purpose lobby space, administration offices for arts groups, scene shop; dressing rooms and other amenities. The cost of the arts facility would be approximately \$49.8 million.

**Round Rock Foundation for the Arts:** The Round Rock Foundation for the Arts has been in established in 2015. The Foundation has three main purposes: Create: The Round Rock Foundation for the Arts works to build community where arts organizations have opportunities for long-term growth. The Foundation helps develop local arts organizations through financial contributions plus working to build a professional performing arts venue in Round Rock; Sustain. RRFA wants to help make the arts sustainable in Round Rock. We invest in the long-term financial security and stability of our local arts organizations through grant making, so arts organizations have the opportunity to grow, experiment and flourish; Advance: As a community leader, RRFA is working to advance excellence in the arts and promote the diverse artistic community of Round Rock. We seek to provide a variety of avenues for our citizens to explore, enjoy, and celebrate the arts.

The vision of the Round Rock Foundation for the Arts is a community with local venues and a performing arts center that celebrates and fosters the arts with sustainable programs, funding, and community participation with a path toward increased excellence. The mission of the Round Rock Arts Foundation, in partnership with the community, is to serve as the financial catalyst to advance, celebrate and promote the arts in greater Round Rock for economic vitality and enhanced quality of life. RRFA is a nonprofit 501(c)3. The goal is to raise \$25 million over the next five years.

**Black Box Theatre:** While we wait to raise funds to build the Round Rock Arts and Culture Facility, City Council has given a green light to turn a room at the Baca Center Activities Center into a Black Box Theatre. This is a space for smaller arts groups. This project will be completed in October 2016. The City of Round Rock will contract with a local theatre company to be the managing company for the theatre.

All these plans impact the livability and quality of life for the citizens and visitors to Round Rock. We are excited to the have the Texas Commission on the Arts has a partner as we continue to build on an Arts and Cultural Designation program. From our humble beginnings in 1851, to the Chisholm Trail, to the era of Sam Bass, the enormous computer age and DELL Computers, Round Rock is posed to offer arts and culture to our wonderful state of Texas.

Round Rock is: the expanding, historic town, superbly located as a gateway to the State Capitol and the Highland Lakes, and keeps pace with Texas progress. Round Rock is historically rich in pleasure and pathos, and as a mecca for a large area with beautiful homes on oak-shaded acres, the emerging suburban city of Round Rock continues to display and exciting blend of the old and the new.

## **Evidence of public input into the planning process for the Arts and Cultural District**

### **Benefits of Arts and Cultural District**

The Round Rock Arts and Cultural District will be the area that equally benefits the City of Round Rock, the Arts and Cultural scene, and the Businesses and Restaurants in the district. We hope the Round Rock Arts and Cultural District will help maintain the positive revitalization in this neighborhood with the current planning from: Downtown Round Rock, Parks Trails Systems, Historic District and Zoning, the Round Rock I.S.D. and our wonderful arts and culture organizations that keep making and doing art.

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# **R O U N D R O C K**

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## *Arts and Cultural*

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### **CHISHOLM TRAIL - DOWNTOWN**

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# **D I S T R I C T**

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The Round Rock Arts and Cultural District will serve the city of Round Rock in many beneficial ways – to contribute, to urban revitalization, spur economic development and create artist centers and clusters. The district is to provide Round Rock with a better quality of life and allow them the arts and culture to brand themselves as creative and cultured in order to promote tourism, attract new residents and encourage new businesses. Round Rock Arts and Cultural District also will become a tourist destination and a ‘bragging’ place and area for our community. All this will be done with all the plans already in place with a push from our arts organizations. The Arts and Culture District is to sustain its mission through inspiration, accomplishments, and some financial incentives for this district through donation, sponsorships, grants and foundation support.

## **Evidence of public input into the planning process for the Arts and Cultural District**

### **Focused Planning Groups:**

Submission of Letter of Intent: January 2016

Brainstorming Meeting: March 24, 2016

Brainstorming Meeting: April 6, 2016

Brainstorming Meeting: April 7, 2016

Arts and Cultural Meeting with Round Rock Foundation for the Arts: April 20, 2016

Other: April 21, 2016

Brainstorming Meeting, April 21, 2016

Brainstorming Meeting, May 5, 2016

Overview of Arts and Cultural District: April 28, 2016

Arts and Cultural Meeting with Round Rock Arts: May 10, 2016

Arts and Cultural Groups Meeting: May 20, 2016

Open House for the Round Rock Community at ArtSpace: May, 2016

Presentation to City Council: May, 2016

Presentation to Round Rock Foundation for the Arts Board of Directors and potential candidates:  
June 2016



## **Resolution needed for Round Rock's Cultural District through the Texas Commission on the Arts**

### **Texas Cultural Districts**

In 2005, the Texas legislature authorized the Texas Commission on the Arts to designate cultural districts in cities across Texas. The purpose of the Texas Cultural District program is to strengthen a community's cultural arts sector by supporting existing institutions, expanding tourism opportunities, and promoting economic development. Cultural district direct benefits also include artist advancement, job creation, property value enhancement, and downtown revitalization.

Cultural districts are well-recognized, mixed-use areas of a community in which a high concentration of cultural facilities serve as anchors. The Texas Commission on the Arts designed the Cultural District program to be adaptable to all communities, regardless of size, geography, or population density.

There are five general classifications for cultural districts: 1) cultural compound, 2) major arts institution focused, 3) arts and entertainment focused, 4) downtown focused, and 5) cultural production focused districts.

The Texas Commission on the Arts promotes its Cultural District program by encouraging communities to seek a formal designation. The establishment of a formal cultural district is necessary, but not sufficient, to ensure long - term viability of the area. Successful cultural district programs have a number of common elements including clearly articulated goals, public sector financial support, community buy - in, and key performance measures that track the cultural district's progress.

Because cultural districts rely on varying levels of public sector financial support, it is important to communicate the economic importance of the zone. This is even more critical when structuring an incentive program since the spillover effects of the cultural district extend beyond the economic and tax revenue impact of a specific organization. In addition, many cultural organizations operate in publicly owned facilities that make measuring and evaluating the total economic and fiscal impact even more challenging.

[http://www.arts.texas.gov/wp-content/uploads/2012/04/CulturalDistrict\\_MeasuringSuccess.pdf](http://www.arts.texas.gov/wp-content/uploads/2012/04/CulturalDistrict_MeasuringSuccess.pdf)

Focus areas for the Round Rock Arts and Cultural District: Chisholm Trail and Downtown area.

## **Round Rock Arts and Cultural District Amenities**

### **Making and Doing**

Attraction for the City of Round Rock (tourists)

Cultural and Arts Guide

Education and preserving history

Making and Doing Art

A place to live and work in the vibrant Arts and Cultural District

A place to see culture and the arts

Walkability and mobility

Connecting nature with culture and business (trails, walking tours...)

Place for growth and expansion





ROUND ROCK

*Arts and Cultural*

CHISHOLM TRAIL - DOWNTOWN

DISTRICT  
FUTURE PLANS



## **Future Goals and Development**

Arts Incubator programs (place for artists to live and work)

New cultural and arts events: festivals

Future Art Sculptures

Trail Foreman and Horse and Rider (completed late 2016)

Domino Players

Trail of Art (Heritage Trail)

Barbette (Highflying Act above and along Brushy Creek and Trail)

Cultural District-wide gift card can be used to purchase tickets

Way-finding along trails, historic area and Downtown

Signal Box Art

Connections for walkability and transportation

Water Tower Lighting

Round Rock Arts and Culture Center



**RESOLUTION FOR TEXAS COMMISSION ON THE ARTS  
ROUND ROCK ARTS AND CULTURAL DISTRICT  
GRANT APPLICATION**

A resolution authorizing support and participation in the governance of a cultural district for at least three (3) years to be named: Round Rock Arts and Cultural District

Whereas a cultural district has been designated to assist the county and community to develop a public-private partnership to support said district and,

Whereas Round Rock has signed a resolution of support for said cultural district and,

Whereas the Texas Commission on the Arts will be petitioned to designate said cultural district and,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF

Round Rock Arts, that we:

Article 1. Endorse the submission of this application and agree to participate in the development and financial support of said cultural district.

Article 2. Endorse the goal of economic development of said cultural district within the context of preservation and rehabilitation of our historic buildings.

Article 3. Endorse the goal of tourism development of said cultural district within the context of contributing to the overall visitor development goals of the city and county.

Article 4. Will appoint a member of the board of directors to represent the organization on the governing board of said cultural district.

Article 5. By this action, directs staff to actively support and cooperate with governing board to develop and maintain said cultural district.

Article 6. By this action, requests all members of the organization to actively support, promote and help maintain activities and events in said district.

Article 7. Directs the Chair to sign and submit such resolution on creation of said cultural district.

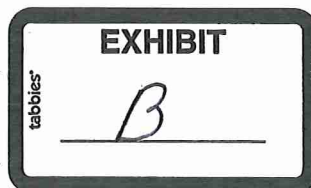
ADOPTED ON THIS DAY ~ the tenth day of May 2016.

\_\_\_\_\_  
Chair's signature

\_\_\_\_\_  
Print Chair's name

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date signed







**RESOLUTION FOR TEXAS COMMISSION ON THE ARTS  
ROUND ROCK ARTS AND CULTURAL DISTRICT GRANT APPLICATION**

A resolution authorizing support and participation in the governance of a cultural district for at least three (3) years to be named: Round Rock Arts and Cultural District

Whereas a cultural district has been designated to assist the county and community to develop a public-private partnership to support said district and,

Whereas Round Rock has signed a resolution of support for said cultural district and,

Whereas the Texas Commission on the Arts will be petitioned to designate said cultural district and,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF

Round Rock Foundation for the Arts, that we:

Article 1. Endorse the submission of this application and agree to participate in the development and financial support of said cultural district.

Article 2. Endorse the goal of economic development of said cultural district within the context of preservation and rehabilitation of our historic buildings.

Article 3. Endorse the goal of tourism development of said cultural district within the context of contributing to the overall visitor development goals of the city and county.

Article 4. Will appoint a member of the board of directors to represent the organization on the governing board of said cultural district.

Article 5. By this action, directs staff to actively support and cooperate with governing board to develop and maintain said cultural district.

Article 6. By this action, requests all members of the organization to actively support, promote and help maintain activities and events in said district.

Article 7. Directs the Chair to sign and submit such resolution on creation of said cultural district.

ADOPTED ON THIS DAY ~ the twentieth of April 2016.

\_\_\_\_\_  
Chair's signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Print Chair's name

\_\_\_\_\_  
ATTEST

*When Creativity has a* **HOME**

Round Rock Foundation for the Arts  
info@rrartsfoundation.org  
PO Box 5004  
Round Rock, TX 78683





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.1

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**Title:** Consider a resolution approving a change in the rate of Atmos Energy Corporation, Mid-Tex Division as a result of a settlement between Atmos Energy and the Atmos Texas Municipalities (ATM) under the rate review mechanism.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Attachment A, Attachment B, Attachment C, Info Sheet from ATM attorney

**Department:** Finance Department

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### Text of Legislative File 2016-3473

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates and change its rates. Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

On February 29, 2016, Atmos requested an increase of \$35.4 million. After review and discussion, the ATM group has reached a proposed agreement for an increase \$29.9 million for its 2016 rate review mechanism (RRM) filing.

At this juncture, the ATM cities' options are as follows:

**Option 1.** To deny Atmos' requested increase under the 2016 RRM and approve no increase;

**Option 2.** To deny Atmos' requested increase and approve a smaller increase for its 2016 RRM, based on ATM's consultants' preliminary report;

**Option 3.** To take no action and allow Atmos' proposed increase of \$35.4 million in the affected cities and its related rates to go into effect; or

**Option 4.** To approve a settlement agreement of a \$29.9 million increase for Atmos' 2016 RRM. ***This is the option recommended to the ATM group and is presented here.***

***NOTE:*** *If the City elects Option 1, Option 2, or Option 3, the City would also have to continue its participation in the appeal pending at the Railroad Commission in GUD No. 10359 and incur its attendant costs.*

Staff recommends approval of Option 4.

**RESOLUTION NO. R-2016-3473**

**A RESOLUTION BY THE CITY OF ROUND ROCK, TEXAS (“CITY”), APPROVING A CHANGE IN THE RATES OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION (“ATMOS”) AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES (“ATM”) UNDER THE RATE REVIEW MECHANISM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Round Rock, Texas (“City”) is a regulatory authority under the Gas Utility Regulatory Act “GURA”) and under § 103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division (“Atmos”) rates, operations, and service of a gas utility within the municipality; and

**WHEREAS**, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”); and

**WHEREAS**, pursuant to the Rate Review Mechanism (“RRM”) for 2016 filed with the City on or around March 1, 2016 for a proposed system-wide increase of \$35.4 million; and

**WHEREAS**, experts representing ATM have been analyzing data furnished by Atmos and interviewing Atmos’ management regarding the RRM; and

**WHEREAS**, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Attachment A, along with the proof of revenues set forth as Attachment B, which results in an increase in Atmos’ revenue of \$29.9 million, and Attachment C, setting forth the beginning balance for purposes of determining pension and other post-employment benefits to be recovered in the next RRM filing.

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

**Section 1.** The findings set forth in this Resolution are hereby in all things approved.

**Section 2.** The amended tariffs in Attachment A are hereby adopted to become effective on June 1, 2016.

**Section 3.** To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

**Section 4.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 5.** If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 6.** This Resolution shall become effective from and after its passage.

**Section 7.** A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

**RESOLVED** this 26th day of May, 2016.

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ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 12</b>

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.12 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 13</b>

#### Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 41.77 per month</b>
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.



<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 14</b>

### **Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

### **Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

### **Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

### **Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

### **Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 15</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 16</b>

### Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

### Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

### Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

### Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 41</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 42</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 17</b>

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)**  
**TEST YEAR ENDING DECEMBER 31, 2015**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8	Commercial	84,223,622		19.40%	Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316		2.65%	Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

		Current	Prospective	Revenues
18				
19				
20	Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
21	Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
22	Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
23	Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
24	I&T Base Charge	\$ 697.35	\$ 38.03	363,224
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	51,988
28				<u>\$ 27,447,850</u>

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	49,955	\$ 0.0486	971,117
		<u>\$ 27,446,933</u>		<u>\$ 556,933,616</u>

Data Sources:  
GUD10170\_FINAL.xlsx

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description (a)	Shared Services		Mid-Tex Direct			Adjustment	Total
		Pension Account Plan ("PAP") (b)	Post-Retirement Medical Plan ("FAS 106") (c)	Pension Account Plan ("PAP") (d)	Supplemental Executive Benefit Plan ("SERP") (e)	Post-Retirement Medical Plan ("FAS 106") (f)		
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430		
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%		
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers)							
4	Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561		
5	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%		
6	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$	12,197,081
7								
8	<b>Summary of Costs to Approve:</b>							
9								
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$	7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561		4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433			150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$	12,197,081
14								
15								
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%		
17								
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$	6,452,393
19								
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%		
21								
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$	5,744,687
23								
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$	12,197,081

9-Attachment C-OPEB Baseline



**AGENDA INFORMATION SHEET**  
**AGENDA ITEM NO. \_\_\_\_\_**

**APPROVAL OF A CHANGE IN ATMOS ENERGY CORPORATION,  
MID-TEX DIVISION'S ("ATMOS") RATES AS A RESULT OF  
SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS  
MUNICIPALITIES ("ATM") UNDER THE RATE REVIEW  
MECHANISM FOR 2016**

**ATMOS TEXAS MUNICIPALITIES**

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates and change its rates. Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

**HISTORY OF PRIOR RATE INCREASES**

***Increase Under Previous Version of RRM (Approved October 2010)***

On March 15, 2010, Atmos requested an increase of \$70.1 million in its system-wide rates. ATM and Atmos settled on an increase of \$27 million for prospective rates.

***Increase Under Previous Version of RRM (Approved September 2011)***

On April 1, 2011, Atmos filed a request to increase rates system-wide by \$15.6 million. ATM and Atmos agreed to not increase base rates and permitted Atmos to recover \$6.6 million for the steel pipe replacement program.

***General Rate Case (Approved December 2012)***

In January 2012, Atmos sought an increase of about \$49.1 million. Ultimately, the ATM cities and Atmos were not able to reach agreement on an increase and Atmos filed an appeal to the Railroad Commission of Texas. The Railroad Commission approved an increase of about \$24.1 million, representing an increase in revenue of about 7%.

***Prior Increase Under Current RRM (July 2013)***

In the summer of 2013, Atmos and ATM entered into an agreement that approved a revised Rate Review Mechanism (RRM). The RRM approved in the summer of 2013 is the third iteration of that rate-setting mechanism.

On about July 15, 2013, Atmos submitted a request to increase rates under the current RRM. Atmos requested an increase in rates on a system-wide basis of \$22.7 million, which is an increase of about 5%. Following a series of settlement negotiations between Atmos' experts and ATM's experts, Atmos agreed to an increase of \$16.6 million, an increase in revenue of about 3.7%.

***Prior Increase Under the RRM (June 2014) – Atmos Filed Appeal With the Railroad Commission – Gas Utility Docket (GUD) No. 10359:***

On about February 28, 2014, Atmos filed its second request to increase rates under the current iteration of the RRM (the "2014 RRM") and requested a system-wide increase of about \$45.6 million (9.2% increase in revenue). ATM's consultants' preliminary assessment indicated that Atmos warranted at most an increase of \$26.6 million. A settlement was not reached, the ATM cities denied Atmos' proposed increase, and Atmos appealed ATM's denial of its revenue increase to the Railroad Commission. On appeal Atmos revised its request downward from \$45.6 million to \$43.8 million. Atmos implemented the full rates on June 1, 2014, subject to refund. The Commission held a hearing on September 3, 2014, and after the hearing, the hearing examiner proposed an increase of \$42.9 million, that is, only about \$860,000 less than Atmos requested.

***Prior Increase Under the RRM (May 2015):***

On February 27, 2015, Atmos submitted its third application under the current RRM seeking a *system-wide* rate increase of \$28.7 million ("2015 RRM"), which equates to an increase of about 5.6%. After review of Atmos' application, the Railroad Commission's proposal for decision in GUD No. 10359, and the Hearing Examiner's PFD for the 2014 RRM, ATM's Special Counsel and consultants concluded that if the matter were appealed to the Railroad Commission, the result would be an increase closer to about \$23 million.

Ultimately, ATM and Atmos settled the appeal related to Atmos' proposed increase for Atmos' 2014 RRM, and Atmos' 2015 RRM, for a combined increase in rates of about \$65.69 million, comprised on an increase of about \$43.82 million for its 2014 RRM and about \$21.87 million for its 2015 RRM.

***Pending 2016 RRM (May 2016):***

On about March 1, 2016, Atmos submitted its fourth application under the current RRM seeking a *system-wide* rate increase of \$35.4 million ("2016 RRM"), which equates to an increase of about 6.04%. After review of Atmos' application, the Railroad Commission's

prior rulings, and Atmos' responses to requests for information submitted to Atmos by ATM's Special Counsel and consultants, ATM's consultants concluded that Atmos merited an increase of about \$10.8 million. ATM's Special Counsel presented its findings to Atmos, with which Atmos disagrees. Following negotiations with Atmos, Atmos agreed to an increase of \$29.9 million, which equates to an increase of about 5.5%.

### **OPTIONS FOR CITY ACTION REGARDING ATMOS' 2016 RRM:**

The item requiring City action is Atmos' 2016 RRM. At this juncture the ATM cities' options are as follows:

- Option 1.** To deny Atmos' requested increase under the 2016 RRM of \$35.4 million and approve no increase;
- Option 2.** To deny Atmos' requested increase and approve an increase of no more than \$10.8 million for its 2016 RRM, based on ATM's consultants' preliminary report;
- Option 3.** To take no action and allow Atmos' proposed increase of \$35.4 million to go into effect; or
- Option 4.** To approve a settlement agreement that resolves the 2016 RRM with an increase in rates of \$29.9 million.

Note that under Option 1 and Option 2, Atmos has the right to appeal the ATM cities' decisions to the Railroad Commission of Texas and pending such an appeal has the right to implement its proposed increase of \$35.4 million effective June 1, 2016, subject to refund if the Commission's review later finds a lower amount is appropriate. Atmos would very likely file an appeal to the Railroad Commission should the ATM cities approve an increase less than \$29.9 million.

In an appeal to the Commission, Atmos would in all likelihood argue that the costs of appeal should be borne by only those cities that "caused" the appeal. Given the Commission's tendency to err in favor of utilities, Atmos would likely prevail. An appeal would increase the burden on ratepayers by adding rate case expenses, which would include both ATM's and Atmos' costs of preparing and prosecuting the appeal, and the costs of a hearing.

### **RECOMMENDATION:**

After a series of negotiations with Atmos, ATM's Special Counsel recommends resolving the 2016 RRM with an increase of \$29.9 million.

If the ATM Cities reject Atmos' settlement offer, Atmos would likely appeal the cities' decision to the Railroad Commission. While there are a number of contested issues

whose outcome is uncertain in an appeal, based on the Railroad Commission's history and prior decisions, ATM's Special Counsel and consultants are of the opinion that the Railroad Commission would reach a result not materially different than the settlement amount of \$29.9 million, and perhaps approve a higher increase.

Therefore, because of the risks of a litigated outcome, including the cost of litigation at the Railroad Commission, ATM's special counsel advises the ATM cities to accept a settlement that increases Atmos' revenue by about \$29.9 million over the current revenue Atmos is collecting.

An increase under the 2016 RRM of about \$29.9 million over the base-rate revenue Atmos is *currently* collecting, represents an increase of about 5.5% in non-gas revenue and the impact on rates on an average customer's bill would be as follows:

<b>Customer Class</b>	<b>Current Bill</b>	<b>Proposed Bill</b>	<b>Difference</b>	<b>% Increase with Gas Cost</b>	<b>% Increase without Gas Cost</b>
<b>Residential</b>	\$52.01	\$53.27	\$1.26	2.43%	5.05%
<b>Commercial</b>	\$267.17	\$270.98	\$3.81	1.43%	5.03%
<b>Industrial</b>	\$5,184.05	\$5,286.77	\$102.72	1.98%	5.41%
<b>Transportation</b>	\$3,666.82	\$3,769.54	\$102.72	2.80%	5.41%

The rate schedules to accomplish the increase are attached to the Resolution approving the increase.

**The City should take action as soon as possible but no later than May 31, 2016.**



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.2

---

**Title:** Consider a resolution expressing official intent to reimburse certain General Obligation project expenditures from the proceeds of future bond sales.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Finance Department

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### Text of Legislative File 2016-3478

This resolution allows for General Obligation bond related project costs to be spent before the bond proceeds are received.

In the fiscal year 2016/2017, the City plans to issue \$30.9 million of the remaining 2013 voter authorized General Obligation bonds. This resolution will allow design work and construction to move forward using existing cash and then reimburse the funds once the bonds are issued.

General Obligation Summary:

Fire Facilities	\$9,500,000
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Parks and Recreation	\$10,275,000
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(OSP Multipurpose Field complex, OPS Adult Softball Complex and other improvements)

Public Safety Training Facility	\$11,100,000
---------------------------------	--------------

TOTAL GO PROJECTS	\$30,875,000
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This resolution is required to meet IRS rules and regulations regarding the use of tax-exempt funds.

Staff recommends approval



**RESOLUTION NO. R-2016-3478**

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN  
EXPENDITURES OF THE CITY OF ROUND ROCK, TEXAS**

**WHEREAS**, the City Council of the City of Round Rock, Texas (the "Issuer") expects to pay expenditures in connection with the projects described on Exhibit "A" attached hereto (the "Project") prior to the issuance of obligations to finance the Project; and

**WHEREAS**, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project, Now Therefore

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed the amounts set forth in Exhibit "A" for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

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 26th day of May, 2016.

---

ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

## **EXHIBIT A**

All construction, land acquisition and other costs related to the propositions set forth below, and the payment of any professional services in connection therewith including engineering, legal and other related costs:

### **PROPOSITION I**

Shall the City Council of the City of Round Rock, Texas, be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of \$9,500,000 with the bonds of each such series, respectively, to mature serially within not to exceed thirty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, improving, renovating and equipping City fire department facilities including the acquisition of any necessary sites and fire apparatus and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and other related costs; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

### **PROPOSITION II**

Shall the City Council of the City of Round Rock, Texas, be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of \$10,275,000 with the bonds of each such series, respectively, to mature serially within not to exceed thirty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, acquiring, improving, renovating, equipping, and/or developing land, buildings and facilities for City park and recreational purposes; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

### **PROPOSITION IV**

Shall the City Council of the City of Round Rock, Texas, be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of \$11,100,000 with the bonds of each such series, respectively, to mature serially within not to exceed thirty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, improving, renovating and equipping joint City police and fire department training facilities including the acquisition of any necessary sites and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and other related costs; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.3

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**Title:** Consider a resolution authorizing the City Manager to issue a Purchase Order to Iteris, Inc. for the purchase of an upgraded traffic signal controller to replace existing controllers.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$184,500.00

**Indexes:** RR Transportation and Economic Development Corporation (Type B);  
General Fund

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Transportation Department

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### **Text of Legislative File 2016-3465**

Requesting to upgrade City Traffic Signal intersection Controller's with Siemens M60 controllers that provide the following features.

The m60 series Advance Traffic Controller (ATC) provides multiple Ethernet, USB and other industry-specific interfaces, facilitating both backwards and forwards compatibility. The m60 series ATC also enables easy hosting of third-party applications. In addition, the m60 series ATC exceeds industry standards by providing usability features that include the new Siemens Multiview Display concept (SMD) with real-time active status, context-sensitive HELP screens and user-programmable favorite buttons. The m60 series ATC is truly a nerve center for the connected intersection of the future. Hardware Features include central Processor Unit (CPU), open architecture platform with standard Linux operating system, MPC 8270 266MHz processor, 512MB FLASH, 64MB DRAM and 2MB SRAM, TOD Clock with automatic daylight savings time adjustment and power supply will power the SRAM during power failures.

**Cost:** \$184,500

**Funding Source:** Type 4B of \$ 161,600 & General Fund of \$ 22,900

Staff recommends approval.

**RESOLUTION NO. R-2016-3465**

**WHEREAS**, the City of Round Rock (“City”) desires to upgrade its city traffic signal intersection controllers, and

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

**WHEREAS**, Iteris, Inc. is the sole source provider of Siemens traffic control products (see attached Exhibit “A”), and

**WHEREAS**, the City wishes to issue a purchase order to Iteris, Inc., 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 issue a purchase order to Iteris, Inc. for the purchase of upgraded Siemens traffic signal controllers.

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 26th day of May, 2016.

---

ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk





JOHN DRAKE  
1700 Carnegie Ave. Suite 100  
Santa Ana, CA 92705-5551  
Phone: (512)592-9567  
email: jgd@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTE  
Quote #: 032216-1-JGD

Bobby Mercer  
Round Rock, City of  
221 East Main,  
Round Rock, TX 78664  
bmerc@round-rock.tx.us

ITERIS  
VantagePegasus™

SIEMENS  
BROWN  
Traffic Products, Inc.



Agency: ROUND ROCK  
Project Name:

March 22, 2016

ITEM #	DESCRIPTION	NOTES	QTY	SUPPLIER	UNIT PRICE	EXT. PRICE
8132-0000-099	M60 NEMA LINUX SEPAC/NTCIP	TRADE-IN PRICE	90		\$2,050.00	\$184,500.00
Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, mdh@iteris.com, please include quote number on your purchase order					SUBTOTAL	\$184,500.00
Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.					FREIGHT	PPD
Prices are valid for 30 days from the date of quote unless extended in writing.					TAX	0.00%
FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas.					DISCOUNT	0.00%
This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <a href="http://www.iteris.com/RS-Std-TC.pdf">http://www.iteris.com/RS-Std-TC.pdf</a> , which are incorporated herein by this reference.					TOTAL	\$184,500.00



**usa.siemens.com/mobility**

**The Advanced Traffic Controller for NEWA style cabinets**



The Siemens m60 series ATC complies with the industry's latest Advanced Traffic Controller (ATC) standard 5.2b. Built on the proven m50 hardware architecture, combined with powerful industry-leading SEPAC software, the Linux-based m60 series ATC provides a host of functions to meet the needs of traffic agencies of all sizes. The m60 series ATC

provides multiple Ethernet, USB and other industry-specific interfaces, facilitating both backwards and forwards compatibility. The m60 series ATC also enables easy hosting of third-party applications. In addition, the m60 series ATC exceeds industry standards by providing usability features that include the new Siemens Multiview Display concept (SMD) with real-time active status, context-sensitive HELP screens and user-programmable favorite buttons. The m60 series ATC is truly a nerve center for the connected intersection of the future.

## Features

- Exceeds ATC standard 5.2b compliance
- Active TFT backlit LCD display with Siemens Multiview Display Technology
- Modular ATC Communications hub
- Convenient field upgrade packages
  - Linux upgrade package
  - m50 USB upgrade package
  - m60 ATC upgrade package
  - m60 NEMA upgrade package

[usa.siemens.com/mobility](http://usa.siemens.com/mobility)



### Benefits

The Siemens m60 series ATC provides a vast array of benefits compared to other similar products in the industry.

At the heart of the m60 series ATC is the Siemens Multiview Display (SMD) concept. The SMD provides the user with multiple time-saving mechanisms to operate and program traffic controllers. For ease of operation, the 16 line display is split into an active programming view at the top and a dynamically updated active status view – or the context-sensitive HELP – at the bottom. This dual view enables users to dynamically visualize the impact of their programming changes on the overall efficiency of the intersection.

In addition, the ability to program customized function buttons to a specific menu item ensures quick navigation, making the operation of an m60 series ATC fast and efficient.

Having built upon the proven Siemens m50 hardware platform, the m60 series ATC offers a range of possibilities to address financial and technological constraints faced by traffic agencies.

### Controllers by Siemens

#### Central Processor Unit (CPU)

- Open architecture platform with standard Linux operating system
- MPC 8270 266MHz processor
- 512MB FLASH, 64MB DRAM and 2MB SRAM
- TOD Clock with automatic daylight savings time adjustment
- Power supply will power the SRAM during power failures
  - Supports SEPAC controller software
  - SD memory card
  - Operating System: Linux 2.6.39

#### Keyboard and Display

- Siemens Multiview Display with dual view screens
  - 5 1/8 inch active TFT display
  - Easily removable display and keypad
  - Easily identifiable, discrete HELP button
  - Real-time context sensitive HELP screens
  - User programmable function buttons F1 to F5
- Removable LED backlit LCD with 16 lines of 40 characters with adjustable contrast
- Emulation of terminal per Joint NEMA/AASHTO/ITE Standard
- Key quantity and function per Joint NEMA/AASHTO/ITE Standard

#### m60 ATC Communications Module

- 10 Base-T Ethernet with built-in switch and 4 front panel RJ-45 connectors
  - ENET1 and ENET2 network switches
  - 5 10/100 TCP/IP ports
- 4 USB 2.0 Ports and a Datakey Port
- Dedicated GPS - SP8 Port (9pin EIA-574)
- Unique MAC address assigned by the Institute of Electrical and Electronic Engineers (IEEE)

- EIA-232 port for uploading/downloading applications software and OS updating
- Single and multi-mode fiber optic options
- 1200 bps Frequency Shift Keying (FSK) modem (optional)
  - Datakey



### Communication

- SDLC
- Serial Port
- FSK Modem

### Hardware Specifications

- Dimensions
- Power Supply
- Temperature

### Controller Housing

- 7 slots with card guides for standard size Versa Modules
- 2 slots with card guides for standard Joint NEMA/AASHTO/ITE ATC modems (optional) or ATC Communication Module or USB Plate
- Polycarbonate construction (excluding back panel), rear mounting tabs and aluminum power supply mounting plate for electrical grounding
- Carrying handle

All Siemens controllers and accessories are built with the highest standards in quality and manufacturing. With a long standing history of technological innovations, well renowned customer service, and high quality products and services, Siemens is the leader in traffic technology products and solutions. For more information on our product line see our website at [www.usa.siemens.com/mobility](http://www.usa.siemens.com/mobility).

#### m60 Series Basic Controller

TYZ:EPAC6138M62

#### NEMA m62 Controller

- Base Unit w/o Communication Modules, Optional Modules or Software Options
- 16 Line Multiview Display
- Linux Processor

#### Communication Modules

TYZ:AAD16481-002

ACP15026P001

#### 2070-7A Module RS232 TEES 2009

- Internal FSK Modem
- Half Duplex

TYZ:AAD15026-002

- Internal FSK Modem
- Full Duplex

TYZ:AAD15288-013

- Port 3 RS232 Module
- Datakey 8MB

TYZ:AAD15288-014

- Port 3 RS232 Module
- SMF Module
- Datakey 8MB

TYZ:AAD15288-015

- Port 3 RS232 Module
- MMF Module
- Datakey 8MB

#### m60 Series Optional Modules

TYZ:AAD17048-001

#### m60 ATC Communications Module

TYZ:PDM08602-001

USB Plate for standard NEMA

#### Software Options

TYZ:MBU15805-455

SEPAC NTCIP LINUX VERSION 4.55

TYZ:MBU16037-355

SEPAC ECOM LINUX VERSION 3.55

#### m60 Series Upgrade Kits

TYZ:MBV17084-001

#### M50 LINUX UK

- m50/m60 Linux Engine Board
- m50 Field I/O Board w USB

TYZ:MBV17085-001

#### m62 NEMA UK

- m52 OS9 to m62 Linux Upgrade Kit
- Linux Processor
- 16 Line Multiview Display
- Field I/O Board Rev 2.1
- USB Plate

TYZ:MBV17086-001

#### m62 ATC UK

- m62 NEMA to m62 ATC Upgrade Kit
- m60 ATC Communications Module
- m62 Backplane
- m60 Power Supply
- Cable Set

#### m60 Series Modules and Spare Parts

TYZ:AAD17047-001

#### m60 16 Line Display

TYZ:AAD14877-006

#### m60 Power Supply Module

TYZ:AAD17048-001

#### m60 ATC Communications Module

PXX07659-001

#### m50/m60 Linux Engine Board

TYZ:ACP17049-001

#### m60 Backplane



Infrastructure & Cities

March 31, 2016

Bobby Mercer

City of Round Rock  
2015 Lamar  
Round Rock, TX 78664  
Transportation Superintendent

RE: Sole source letter

Dear Mr. Mercer:

Siemens Industry, Inc., Road and City Mobility is pleased to notify you that Iteris is the sole distributor authorized to sell, install, and support Siemens traffic control products within the City of Round Rock.

Additionally, as Iteris is the sole authorized distributor in the City of Round Rock, they provide first line repair services for Siemens traffic control products and serve as the proper avenue for all service and warranty repairs. Please note that Siemens warranties on products can only be honored if all components are official Siemens parts and all services have been performed by authorized Siemens repair facilities. Repairs to Siemens traffic control products by unauthorized repair facilities could void any warranty and/or functional responsibility on the part of Siemens.

Sincerely,

Steve Gitkin  
Director of Sales



# Justification Form

Instructions: Complete this form for all Proprietary Purchases that will exceed \$3,000.00, where competition is not being considered and submit the document to the Purchasing Department.

Request No.: \_\_\_\_\_ Cost: \$184,500.00 Date: 04/04/2016

Commodity Code: 550-88 Briefly describe Goods/Services being purchased: \_\_\_\_\_

Siemens M60 Advance Traffic Signal Controller

Proposed Vendor: Iteris Vendor No.: 51986

I. The requested goods/services are proprietary due to (check all that apply):

☐ COMPATIBILITY - Must fit and function without modification on existing piece of equipment. List existing piece of equipment: \_\_\_\_\_

☐ REPLACEMENT/MAINTENANCE - Repair or maintenance from other than original manufacturer or manufacturer authorized service provider would void warranty. List existing piece of equipment: \_\_\_\_\_

☒ SOLE SOURCE/ONLY KNOWN SOURCE - Available from only one vendor or source. Name of source: Iteris

☐ CITY STANDARD (Standards list on file). Standards list provided to Purchaser: ☐ Y or ☐ N

☐ OTHER - Explanation Required: \_\_\_\_\_

II. Provide full explanation, complete descriptions, relevant reasons, and documentation supporting this request.

Traffic Signal Controllers are an upgrade from current controllers that we have. The new controllers have a Linux based operating system

with faster processing speed that allows for updated firmware options and communication features that will allow greater traffic mobility.

III. Submit documentation and detailed explanation regarding other providers whose products or services have been evaluated and the reasons why those products or services do not meet requirements.

Iteris is the sole distributor and support for Siemens products. The controllers work in conjunction with our Siemens Traffic Management Software.

IV. By submitting this request, I certify that the above justification is accurate and complete to the best of my knowledge and that I have no financial or other interest in selecting the vendor to provide the goods or services indicated.

Billy Marcus Requestor Transpotation (512) 341-3309 04/04/2016  
Dept. Phone Date

[Signature] Dept. Approved (Supervisor/Manager) 04/04/2016  
Date

**\*\* TO BE COMPLETED BY PURCHASING \*\***

V. Based on the above and (any) attached document(s), I ☒ concur/ ☐ do not concur with this justification.

Michael Schurman Purchaser/Buyer 04-20-16 P.O. #  
Date

VI. APPROVED: YES NO [Signature] Purchasing Supervisor/Manager 4/26/16  
Date

04/13/2016

DPR 161078

General Notes:

M60 Controller are an upgrade to replace existing controllers for enhanced mobility option for traffic. Quoted price includes trade-in discount. This IS a split Distribution transaction. \$161,600 from Type B fund Account:60427000-6117 & \$22,900 from Account:10027006-617.



ROUND ROCK TEXAS

Bill To  
FINANCE ADMIN / ACCTS PAYABLE  
CITY OF ROUND ROCK  
221 EAST MAIN STREET  
ROUND ROCK, TX  
78664  
apinvoices@roundrocktexas.gov

Requisition 00161078-00 FY 2016

Acct No:  
100-27-27006-6117-  
Review:  
Buyer:  
Status: Released

Page 1

Vendor  
ITERIS INC  
3755 SOUTH CAPITAL OF TEXAS HW  
SUITE 105  
AUSTIN, TX 78704

Ship To  
TRAFFIC SIGNALS & SIGNS  
CITY OF ROUND ROCK  
2015 LAMAR DRIVE  
ROUND ROCK, TX 78664

Fax 949-270-9421

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/16	051986	04/15/16			TRANS TRAFFIC SIGNALS & SIG
LN Description / Account					
General Notes					
M60 Controller are an upgrade to replace existing controllers for enhanced mobility o					
001 M60 NEMA LINUX SEPAC/NTCIP,	90.00	2050.00000	184500.00		
8132-0000-099, this includes	EACH				
trade-in discount.					
Vendor Item					
1 604-27-27000-6117-					161600.00
2 100-27-27006-6117-					22900.00
Ship To					
TRAFFIC SIGNALS & SIGNS					
CITY OF ROUND ROCK					
2015 LAMAR DRIVE					
ROUND ROCK, TX 78664					

Requisition Link

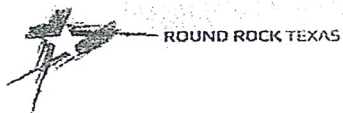
Requisition Total

184500.00

## \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
100-27-27006-6117-		
Traffic Signals & Signs	22900.00	260240.00
604-27-27000-6117-		
Traffic Signals	161600.00	.00
Transportation Administration		

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*



Bill To  
FINANCE ADMIN / ACCTS PAYABLE  
CITY OF ROUND ROCK  
221 EAST MAIN STREET  
ROUND ROCK, TX  
78664  
apinvoices@roundrocktexas.gov

Requisition 00161078-00 FY 2016

Acct No:  
100-27-27006-6117-  
Review:  
Buyer:  
Status: Released

Page 2

Vendor  
ITERIS INC  
3755 SOUTH CAPITAL OF TEXAS HW  
SUITE 105  
  
AUSTIN, TX 78704

Ship To  
TRAFFIC SIGNALS & SIGNS  
CITY OF ROUND ROCK  
2015 LAMAR DRIVE  
ROUND ROCK, TX 78664

Fax 949-270-9421

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/16	051986	04/15/16			TRANS TRAFFIC SIGNALS & SIG

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Approved 04/13/16 Danny Halden		Auto approved by: 6455tkel	
	Approved 04/13/16 Gary Hudder		Auto approved by: 6455tkel	
	Approved 04/13/16 John Dean		Auto approved by: 6455tkel	
	Approved 04/13/16 Mike Ackerman		Auto approved by: 6455tkel	
	Approved 04/13/16 Todd Keltgen			
	Approved 04/13/16 Erica Solis		Auto approved by: 6455jrho	
	Approved 04/13/16 Elaine Wilson		Auto approved by: 6455jrho	
	Approved 04/13/16 Jodi Rhodes			
	Approved 04/13/16 Kevin Klosterboer		Auto approved by: 6455jrho	
	Approved 04/13/16 Lisa Haines		Auto approved by: 6455jrho	
	Approved 04/13/16 Misty Gray		Auto approved by: 6455jrho	
	Forward 04/13/16 Ron Hunter		Automatic Forward to 6455msch	
	Approved 04/13/16 Becca Thibodaux		Auto approved by: 6455lols	
	Approved 04/13/16 Lynn Olsen			
	Queued 04/13/16 Michael Schurwon			
	Queued 04/13/16 Yvonne Hopkins			
	Pending 04/13/16 Ron Hunter			



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-48067

Date Filed:  
05/02/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Iteris, Inc.  
Santa Ana, CA United States

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

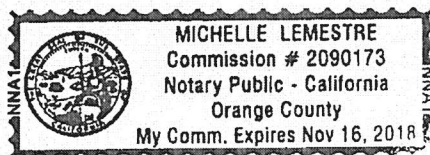
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.**  
032216-1-JGD  
M60 NEMA LINUS SEPAC/NTCIP

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Miller III, Lloyd I.	Santa Ana, CA United States	X	
Christensen, Craig	Santa Ana, CA United States	X	
Gilliam, Dan	Santa Ana, CA United States	X	
Blair, Thomas	Santa Ana, CA United States	X	
Kreter, Todd	Santa Ana, CA United States	X	
Massoumi, Ramin	Santa Ana, CA United States	X	
Schmidt, Andy	Santa Ana, CA United States	X	
Bergera, Joe	Santa Ana, CA United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Dan Gilliam*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dan Gilliam, this the 2 day of May, 2016, to certify which, witness my hand and seal of office.

*Michelle Lemestre*  
Signature of officer administering oath

Michelle Lemestre  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.4**

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**Title:** Consider a resolution authorizing the Mayor to execute a Proposal for Appraisal Services with Paul Hornsby & Company regarding the RM 620 Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$125,000.00

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

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2016-3476**

The RM 620 Safety and Mobility Improvement Project has been actively underway as a city sponsored project since late 2010. As the project was moving through the design process last year, TxDOT approached the city and offered a 90/10 reimbursement agreement to acquire the necessary right-of-way (ROW) for the project. Paul Hornsby & Company has been engaged to produce the appraisals required for the parcels to be acquired.

Staff recommends approval.

**RESOLUTION NO. R-2016-3476**

**WHEREAS**, the City of Round Rock desires to retain professional appraisal services regarding the RM 620 Project, and

**WHEREAS**, Paul Hornsby & Company has submitted an engagement letter to provide said services, and

**WHEREAS**, the City Council desires to enter into said engagement letter with Paul Hornsby & Company, 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 engagement letter with Paul Hornsby & Company for appraisal services regarding the RM 620 Project, 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 26th day of May, 2016.

---

ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



# PAUL HORNSBY & COMPANY

APPRAISERS AND CONSULTANTS

EXHIBIT

"A"

Paul Hornsby, MAI, SRA  
David J. Englund, MAI, SRA  
Eli Hanslik, MAI  
Chris Hornsby, MAI  
Melany Adler, MAI  
Katie Daniewicz, MAI

Clifford Shaw, ASA  
Joseph McAweeney, State Certified  
Matthew Cox, Appraiser Trainee  
Kimberly Garvey, Appraiser Trainee  
Terri Bowden, Business Manager  
Jennifer Beardsley, Research Director

May 5, 2016

City of Round Rock  
c/o Don Childs  
2008 Enterprise Drive  
Round Rock, TX 78664

Re: Proposal for appraisal services relating to 22 properties located on RM 620 in Round Rock, Texas.

Dear Mr. Childs:

As requested, I am pleased to provide this proposal for appraisal services relating to the properties captioned above. Terms of the assignment are summarized below.

**Real Estate to be Appraised:**

22 properties located on RM 620 in Round Rock, Texas. Please see attached spreadsheet.

**Purpose of the Appraisals:**

To estimate the market value of the fee simple interest in the subject properties as of the date of inspection and appropriate compensation for partial acquisitions.

**Use of the Reports:**

Partial acquisition of the properties.

**Appraisal & Reporting Standards:**

The appraisals will be developed and the reports will be prepared in conformity with and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The results of our analysis will be set forth in 27 appraisal reports as defined by Standards Rule 2-2(a), of USPAP.



**Fee:**

\$125,000 total (see attached), payable incrementally upon delivery of each report.

Time subsequent to the initial assignment, including, without limitation, meetings, depositions, mediation, arbitration, trial and preparation for testimony, will be paid monthly as incurred, at the following hourly rates:

Paul Hornsby: \$375/hour

MAI Staff Appraisers: \$275/hour

State Certified Appraisers: \$175/hour

Land Planning: \$175/hour

Research Staff: \$150/hour

Administrative Staff: \$75/hour


**Completion:**

Estimated at 60 days from your written authorization to proceed.

If these terms are acceptable, please indicate by executing this agreement and returning one copy to me. I look forward to working with you on this assignment.

Respectfully Submitted,

Paul Hornsby & Company



Paul Hornsby, MAI, SRA

Accepted:

City of Round Rock, Texas

---

Date

---

By: Laurie Hadley, City Manager

[illegible]



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.5**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc for the US 79 at Telander Drive Operational Improvements Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Gary D. Hudder, Transportation Director

**Cost:** \$465,972.95

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

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Transportation Department

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### **Text of Legislative File 2016-3489**

This is a request to execute a contract with HDR Engineering, Inc. to provide engineering services to include survey, utility coordination, roadway design, drainage design, traffic design, and preparation of a plans, specifications, and estimate (PS&E) package for the construction of an at-grade crossing of the Union Pacific Railroad (UPRR) at the existing entrance to the Dell Diamond. The planned project location will line up directly to the south of the Telander intersection with US79. This contract includes the coordination with TxDOT for work on US 79 and with the UPRR for work in Rail Road right of way. Also included is the development of all rail road crossing detail plans and the intersection improvements on US 79 proper. This contract will provide design for additional turn lanes, acceleration and deceleration lanes and extend Telander Drive south of the UPRR tracks and right of way.

**Cost: \$465,972.95**

**Source of Funds: Type B Corporation**

Staff recommends approval.

**RESOLUTION NO. R-2016-3489**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the US 79 at Telander Drive Operational Improvements Project; and

**WHEREAS**, HDR Engineering, Inc. has submitted a Contract for Engineering Services to provide said services; and

**WHEREAS**, the City Council desires to enter into said contract with HDR Engineering, Inc.,  
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with HDR Engineering, Inc. for the US 79 at Telander Drive Operational Improvements Project, a copy of said 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 26th day of May, 2016.

---

ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk





**EXHIBIT  
"A"**

**CITY OF ROUND ROCK  
CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** HDR ENGINEERING, INC. ("Engineer")  
**ADDRESS:** 810 Hesters Crossing, Suite 120, Round Rock, TX 78681  
**PROJECT:** US 79 at Telander Drive Operational Improvements

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2016 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 "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## **CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

### **ARTICLE 1** **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

### **ARTICLE 2** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

### **ARTICLE 3** **CONTRACT TERM**

**(1) Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

**(2) Work Schedule.** Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**(3) Notice to Proceed.** After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

#### **ARTICLE 4** **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Four Hundred Sixty-Five Thousand Nine Hundred Seventy-Two and 95/100 Dollars (\$465,972.95) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

#### **ARTICLE 5** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

**ARTICLE 6**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 7**  
**NOTICE TO PROCEED**

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

**ARTICLE 8**  
**PROJECT TEAM**

City's Designated Representative for purposes of this Contract is as follows:

Bill Stablein  
Project Manager  
2008 Enterprise Drive  
Round Rock, TX 78664  
Telephone Number (512) 218-3237  
Fax Number (512) 218-5536  
Email Address bstablein@roundrocktexas.gov

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

George Tillett  
Sr. Project Manager  
810 Hesters Crossing, Suite 120  
Round Rock, TX 78681  
Telephone Number (512) 685-2913  
Fax Number (512) 685-2901  
Email Address george.tillett@hdrinc.com

## **ARTICLE 9**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.



## **ARTICLE 10**

### **SUSPENSION**

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

**ARTICLE 13**  
**SUPPLEMENTAL CONTRACTS**

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

**ARTICLE 14**  
**USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

## **ARTICLE 16**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2) Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.



Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Engineer, its agents, or employees.

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

## **ARTICLE 24**

### **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

**(1) Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**(2) Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/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 for the construction of the project.

## **ARTICLE 26**

### **INSURANCE**

**(1) Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and

otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

**(2) Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**(3) Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

**(4) Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

## **ARTICLE 27**

### **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

**ARTICLE 28**  
**SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

**ARTICLE 29**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

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

and to:

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

**Engineer:**

George Tillett  
Sr. Project Manager  
810 Hesters Crossing, Suite 120  
Round Rock, TX 78681

**ARTICLE 33**  
**GENERAL PROVISIONS**

**(1) Time is of the Essence.** Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

**(2) Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**(4) Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

**(5) Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

**(6) Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

### **ARTICLE 34** **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Alan McGraw, Mayor

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

HDR ENGINEERING, INC.

By: \_\_\_\_\_  
Signature of Principal  
Printed Name: \_\_\_\_\_



### **LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Engineering Services      |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |

## EXHIBIT A

### City Services

The CITY will provide the following:

The CITY will designate a Project Manager to represent the CITY.

#### **DATA COLLECTION**

The CITY will provide project information, as available, including:

- A. As-built Plans;
- B. Development Documents;
- C. Project Data and Reports;
- D. Maximum Project Construction Budget; and,
- E. Preferred Design Criteria, Details and Standards to be used.

#### **SCHEMATIC DESIGN / ENVIRONMENTAL / UTILITY ENGINEERING**

- A. Any records available which would assist in the completion of the environmental services.
- B. Reviews of recommendations offered by the Engineer and approve or reject any or all work performed under this contract.
- C. Review of progress of work and final acceptance of all documents.
- D. Processing of all periodic payment requests submitted by Engineer.
- E. Submittal of documentation to regulatory agencies for review, comment, or approval when specified.
- F. All comments regarding the review of the engineering and environmental services completed.
- G. Assistance in the coordination and scheduling of site visits.
- H. Review and approval of typical roadway sections created by the Engineer.
- I. Pavement design to be used for all new roadways, in consultation with the Engineer.
- J. Assist as necessary in obtaining the required data and information from other local, regional, state, and federal agencies, including the UPRR.
- K. Provide the Engineer with timely reviews and decisions necessary for the Engineer to maintain the project work schedule.
- L. Distribute environmental document and schematic layout to the appropriate agencies and the public.

## EXHIBIT B

### ENGINEERING SERVICES

The work to be performed by HDR Engineering, Inc. (ENGINEER) for this work shall consist of providing engineering services for survey, utility coordination, roadway, drainage, traffic design, and preparation of one Plan, Specifications, and Estimate (PS&E) package for construction of an at-grade crossing of the Union Pacific Railroad (UPRR) at the existing entrance to the Dell Diamond, including related intersection improvements on US 79. The project limits for the PS&E plans are approximately from 750 feet west of the Dell Diamond Entrance to 750 feet east of the entrance, and 400 feet south of US 79. The project shall be designed according to applicable design criteria including TxDOT's Roadway Design Manual (4R criteria), City of Round Rock Design and Construction Standards (DACS), TxDOT Standards and Specifications, UPRR criteria, and other design standards and specifications as agreed to with the CITY.

Project control will be based on, and tied into the CITY's coordinate system and be compatible with the current Geographical Information Systems (GIS) in use by the CITY. The ENGINEER shall collect, review, and evaluate the available existing data pertaining to this project and prepare the PS&E in accordance with applicable requirements and policies of the CITY.

#### Contract Constraints and Conditions

The project will be developed in English units.

The PS&E package shall be prepared in accordance with the requirements of the applicable TxDOT 2014 Specifications, Standards, and Manuals (current versions in effect on the NTP date). Whenever possible, TxDOT standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in a format acceptable to TxDOT and, to the extent possible, incorporate references to approved test procedures.

All design exceptions to approved design criteria shall be requested in writing, by the ENGINEER for approval by TxDOT and the CITY prior to incorporating the criteria into the project design.

The ENGINEER shall make reasonable efforts to minimize or avoid where possible, utility conflicts and the relocation of existing utilities.

ROW acquisition documents for the southern segment and 4 UPRR crossings metes and bounds are included for this portion of the project. The ENGINEER shall determine prior to the 60% PS&E design level if additional ROW, permanent easements, or construction easements are necessary to construct the proposed improvements.

Preparation of environmental reports, studies, and documentation is included in this scope of services. A Categorical Exclusion is anticipated for this project.

Existing utilities with the limits of the work shall be limited to Level C and D with any additional field location beyond this level shall be conducted after having receiving approval from the CITY for the additional existing utility location work. Such work shall only be initiated after written direction from the CITY and a Notice to Proceed for the Task Order.

The CITY will be the principal point of contact for public or private inquiries regarding the project. The ENGINEER will prepare technical exhibits and attend stakeholder meetings as requested by the CITY.

The detailed scope of services for this work is further described below.

## I. DEVELOP POTENTIAL ALTERNATIVES

- A. The ENGINEER shall meet with the CITY to discuss project objectives, budget constraints, and design criteria.
- B. The ENGINEER shall develop conceptual alternates and construction cost estimates using available GIS data, based on coordination meetings with the CITY. Factors to be considered when developing the alternates include:
  - Traffic flow and operation of US 79
  - Accommodation of an ultimate, third lane planned by TxDOT (widening of US 79 within the median)
  - Providing access to properties located south of the UPRR
  - Estimated construction costs vs. budget constraints

## II. DESIGN AND ROW SURVEY

- A. Coordinate with adjacent landowners and request right-of-entry (ROE) to adjacent properties, as necessary within the project limits. If right-of-entry is not provided voluntarily by the landowner, the ENGINEER shall notify the CITY, and the CITY shall be responsible for obtaining right-of-entry. ROE's are anticipated from the UPRR and current property owner south of the UPRR ROW.
- B. Furnish temporary signs, traffic control, flags, and safety equipment as needed during field survey operations.
- C. A topographic survey from ROW to ROW along US 79 for approximately 750 linear feet east and west of Telander, along the Dell Diamond Entrance for approximately 100 linear feet, and along the proposed alignment of the at-grade crossing to a point approximately 400 linear feet south of the UPRR south ROW line. The survey is to include existing utility information based on visible field features correlated to existing utility records.

## A. Topographic/Engineering Design and ROW Survey

Inland will recover, verify, and utilize established control from CORR GPS Control System located in Old Settler's Park and other control from previous projects in the immediate area. Inland will set primary control monuments at strategic locations at the east and west termini of the US 79 segment as inter-visible pairs with no greater than 1500 feet between each monument. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone, 4203 (scaled to surface values). A "combined scale factor" will be derived for coordinate conversion purposes based on an average CSF of all primary point coordinates. Vertical Datum will be GPS derived orthometric heights from above described control monuments.

1. Inland will establish a vertical control system for the project. A benchmark system will be established at approximately 500 foot intervals along the project route. Differential level lines will be conducted for establishing the elevation at each benchmark. A list of benchmarks with coordinates (to be used for locating purposes only), descriptions, and reported elevations will be included in the project deliverables.
2. Inland will place a utility location request with "One Call" system for designating of the underground utilities within the project limits.
3. Inland will collect spot elevations and grade breaks along the project route at intervals conducive to precise DTM generation. The data will include curbs, gutters, culverts, driveways, portions of parking areas, visible utilities and/or "one call" markings, drainage features, trees (ornamentals and/or 8" and up dbh) and any improvements within the defined area. Inland will generate a 1 foot contour interval DTM file of the project area. NOTE: reasonable attempts for measurements at silted drainage structures will be performed. Significant excavation of silt could result in seeking of additional fees for data acquisition.
4. Inland will perform sufficient research of property records from various sources to develop a "working sketch" exhibit of the record ROW and/or property configurations (deed plots) for adjoining tracts to the project.
5. Inland will prepare a letter requesting Right of Entry onto private properties for surveying purposes for the affected properties. An Excel spreadsheet of the names, addresses and response will be logged and updated as needed. This file will become one of the project deliverables.

## B. DELIVERABLES

ASCII point file

Microstation file with contours in DGN format (2D and 3D Microstation file)

Digital Terrain Model with associated TIN file

Preliminary "working sketch" ROW schematic

5 sets of signed and sealed parcel plats, metes & bounds descriptions, and QC closure sheets.

Utility contact sheets

Spreadsheet of affected landowners



Horizontal and vertical control layout sheets (signed and sealed by RPLS)

#### D. ASSUMPTIONS

The Surveyor shall notify the client prior to performing the work if:

1. Previous utilized control cannot be located or verified.
2. Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
3. Traffic Control cannot be managed by the Surveyor's personnel.
4. The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
5. Coordination with City personnel or landowners that limits the access to their installations or availability of records for the survey.
6. The need for additional acquisition parcels or easements will be reason to seek additional fees under a supplement for additional services.

NOTE: This proposal understands that HDR will provide a VALID and CURRENT Tax Exempt Resale Certificate issued from the City of Round Rock for the purchase of taxable land surveying services (Boundary surveys) as a component of their deliverables. A copy of this certificate will be forwarded to Inland Geodetics, LP in lieu of incurring sales tax charges for the boundary surveying portion of this proposal.

#### III. DEVELOP SCHEMATIC DESIGN – PREFERRED ALTERNATIVE

- A. Once the CITY has chosen the preferred alternative developed under Task I, the ENGINEER shall develop a geometric schematic for the proposed improvements in accordance with TxDOT's procedures, and shall include:
  - Proposed lane configurations and widths
  - Horizontal and vertical geometry including baselines and profiles
  - Drainage structures
  - Existing and proposed typical sections for all roadways
  - Design criteria used, design speed, AADT
- B. Submit one draft for review and one final schematic for approval by the CITY and TxDOT prior to proceeding with detail PS&E development.

#### IV. TRAFFIC ANALYSIS AND MODELING

- A. Complete traffic modeling for the proposed condition within the project limits to determine deceleration/acceleration and storage lengths for the intersection.

V. ENVIRONMENTAL DOCUMENTATION

- A. The ENGINEER shall meet with the CITY and TxDOT to review and complete the Environmental Scoping Document.
- B. Prepare a draft and final Categorical Exclusion (CE) for submittal to TxDOT for further processing.

A. CATEGORICAL EXCLUSION DOCUMENTATION FOR INTERSECTION WITH US 79– *(provided by CP&Y, Inc., except as noted)*

For purposes of this scope of services it is anticipated the proposed US 79 project will be classified as a categorical exclusion (CE). A CE checklist will be required. CE supporting documentation and appropriate resource-specific technical reports will be prepared, when warranted. If it is determined that an environmental assessment or an environmental impact statement is required, the additional services necessary will be performed under a supplemental work authorization with additional scope and budget.

1. Classification Justification Letter and CE Scope Form

The Engineer will prepare a classification justification letter for submission by the project sponsor (City) to TxDOT. The letter will describe the proposed improvements, explain why the project is appropriately classified as a CE, and request TxDOT concurrence on the CE classification. The Engineer shall complete TxDOT's Project Scoping Tool (September 2015) to identify the specific technical reports required for the proposed project.

The draft letter will be submitted to the City for review. After responding to the City's review comments, the Engineer will submit the final letter to the City for signature and submission to TxDOT.

2. Required Resource- and Issue-Specific Documentation and Technical Reports

- (a) Biological Evaluation Form: The Engineer will complete a biological evaluation form in sufficient detail to satisfy TxDOT's documentation requirements. For purposes of this scope, it is assumed that presence/absence surveys for threatened, endangered or candidate species will not be required. Should these surveys be required, they would be subject to a supplemental work authorization and an additional scope of services and budget.

The draft biological evaluation form will be submitted to the City for review. After addressing review comments from the City, the draft biological evaluation form will be submitted to the TxDOT-Austin District for review and processing. The Engineer will address up to two (2) rounds of comments from TxDOT. After addressing TxDOT's review comments, the Engineer will submit the final biological review form to the City and TxDOT.

(b) Water Quality Technical Report: The Engineer will conduct investigations and perform a field survey to confirm the presence and extent of jurisdictional waters and jurisdictional wetlands within the US 79 right-of-way (within the footprint of the proposed intersection). Findings and survey results will be documented in a Water Quality Technical Report. Wetland delineations will be conducted using the three-parameter approach as outlined in the U.S. Army Corp of Engineers (USACE) Wetlands Delineation Manual (1987) and Regional Supplement to the Wetland Delineation Manual for the Great Plains Region (2010). Wetland data forms will be completed assessing hydrophytic vegetation, hydric soils, and site hydrology at each wetland. The Water Quality Technical Report will include an assessment of Section 404 permit requirements. Copies of wetland data forms will be included in the technical report. *Preparation of an Individual Permit or a Pre-Construction Notification (PCN) to the USACE, including preparation of Preliminary Jurisdiction Determination Forms, is not included in this scope of work, and if required, would be completed under a supplemental work authorization.*

National Flood Insurance Program (NFIP) maps will be used to determine whether the proposed right-of-way encroaches on the base (100-year) floodplain. Floodplain areas within the project area will be identified and mapped; encroachment area (in acres) will be quantified. The Water Quality Technical Report will include a discussion of the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. In addition, if encroachments would occur, the technical report will include a preliminary indication of whether the encroachment would be consistent with or would require a revision to the regulated floodway.

The draft Water Quality Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, the draft technical report will be submitted to and coordinated with the TxDOT-Austin District. The Engineer will respond to up to two (2) rounds of TxDOT review comments. After addressing TxDOT review comments, a final report will be submitted to the City and TxDOT.

(c) Archeological Background Studies: The conduct of an Archeological Background Study shall conform to current SOU for Background Studies, available from the State.

The Engineer shall undertake the following activities and demonstrate that these activities occurred by providing supporting data to the State.

- 1) Review site files at the Texas Archeological Research Laboratory (TARL) and THC to determine whether previously recorded archeological sites are present in the area to be documented. Review of the Texas Archeological Sites Atlas shall be used for THC file review unless otherwise approved by the State.
- 2) If sites are present, consult relevant site forms and archeological reports to determine the characteristics of the sites.
- 3) Produce a clearly reproducible map, based on the United States Geological Survey (USGS) 7.5' topographic maps, indicating areas where recorded archeological sites are present.
- 4) Review Natural Resource Conservation Service (NRCS) soil maps, Bureau of Economic Geology (BEG) geological maps, historic maps, aerial photographs, planning documents, and USGS topographic maps to determine the general characteristics of the study area with respect to the identification of areas where preservation of archeological historic properties and SALs is likely and unlikely.

Background studies comprise a review of existing data, including - but not limited to - the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps. Based on this review, the Technical Expert shall identify areas that require field investigation to evaluate the project's effects on archeological resources and areas in which the proposed project would have no effect on archeological resources. The Background Study shall be produced by a professional archeologist as defined in 13 TAC 26.5(52)(B).

- (d) Historic Resource PCR: The Engineer shall perform non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Such studies include, but are not limited to non-archeological historic-age resource surveys, research and documentation efforts leading to historic context statements, nominations to the National Register of Historic Places (NRHP), Historic American Buildings Survey (HABS) and Historic American Engineering Record (HAER) documents, and other mitigation activities such as creating, managing or updating inventories of historic-age properties. Identification, evaluation and documentation tasks shall be completed in accordance with the provisions of the Archeology and Preservation: Secretary of the Interior's Standards and Guidelines (48 FR Parts 44716 et seq. and requirements used by those of the National Park Service, and previously published in 36 CFR Part 61 (SOI Standards).

The deliverables shall summarize the methods used for the historic resources studies, and shall summarize the results achieved. Each historic resources study shall have a deliverable. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the State, FHWA, State Historic Preservation Office (SHPO), Texas Historical Commission (THC) and consulting parties. All deliverables shall be in sufficient detail to meet regulatory requirements for legal sufficiency. All deliverables shall be written to be understood by the public and must be in accordance with the TxDOT On-Line Environmental Manual and Attachment C to this contract.

Historic resource studies shall be performed and documented at sufficient levels to satisfy THC requirements for determining the presence of and documenting historically significant properties in the project Area of Potential Effects (APE) in accordance with 36 CFR 60 and 43 TAC, Part 1, chapter 2 and be State SOU compliant. All reports shall include the names and tasks performed of all technical experts associated with the project. Performance of non-archeological historic-age resource studies shall include the following tasks as specified in a work authorization. Deliverables shall be transmitted to the State in electronic and paper formats and meet the requirements set for in the State's SOUs.

- (e) Hazmat Initial Site Assessment: A database search and visual inspection will be conducted to assess the potential for encountering hazardous materials/contaminated materials within the proposed right-of-way. The results of the database search/visual inspection will be documented in a Hazardous Materials Initial Site Assessment Technical Report. The technical report will contain, if warranted, recommendations for further investigation and/or testing. Should the City concur with the recommendation for testing and/or the preparation of a Phase 1 Site Assessment, the additional effort would be subject to a supplemental work authorization with an additional scope of work and budget.

A draft Hazardous Materials Initial Site Assessment Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, the draft technical report will be submitted to and coordinated with the TxDOT-Austin District. The Engineer will respond to up to two (2) rounds of TxDOT review comments. After addressing TxDOT review comments, a final report will be submitted to the City and TxDOT.



- (f) Project Description and Documentation of Purpose and Need: The Engineer will prepare a memorandum describing the proposed intersection improvements and right-of-way/easement requirements. The memorandum will also discuss the purpose and need, project funding, consistency with the Regional Transportation Plan, STIP/TIP status, and purpose and need. The memorandum will be submitted to the City for review and comment prior to submission to TxDOT. After addressing the City's review comments, the memorandum will be submitted to TxDOT-Austin District for inclusion in the project record.

3. CE Determination Form:

The Engineer will complete a CE Determination form. The completed form will be coordinated with the City and provided to TxDOT for review and processing

4. MAPO:

The Engineer shall prepare for, and attend one Meeting with Affected Property Owners.

5. No Indirect and Cumulative Impact Assessment Technical Report will be provided for this project.

VI. PREPARE PS&E PACKAGE FOR US 79 AT TELANDER RD

- A. Prepare Title Sheet and Project Layout Sheet.
- B. Develop horizontal and vertical geometry consistent with the project design criteria. Use Geopak Open Roads roadway design software package to develop the geometry and roadway cross sections.
- C. Develop roadway design cross sections at 50-foot intervals.
- D. Prepare existing and proposed typical sections.
- E. Prepare a sequence of construction/traffic control plan for maintenance of traffic during construction which shall include temporary signal design at US 79 and the Dell Diamond Entrance

Particular attention shall be given to location of construction signs and barricades, lane widths, protection of drop-offs, etc. As a reference, the Texas Manual of Uniform Traffic Control Devices (TMUTCD) shall be used. The usual scale is 1 inch = 50 feet. A narrative of each sequence shall be included on the plan sheets. Staging of major drainage structures and utilities shall be considered. Provisions for temporary drainage shall be considered and included during the stages of construction operations.

F. Prepare Plan and Profile Sheets:

The usual scale is 1 inch = 100 feet. The plan view shall include but not be limited to: Roadway Alignment; Pavement Markings; Edge of Pavement and ROW Break Points. The profile view shall include but not be limited to:

Design Profile Grade at the centerline (Gradient & Vertical Curve Data); Existing Profile Grade Line at the centerline and at each; ROW line; Existing and Proposed Elevations; and Location and description of culverts.

G. Prepare intersection grading and detail sheets as required for this work.

H. Prepare Drainage Computation Sheets:

These sheets shall include drainage area maps, runoff calculations, and hydraulic data for storm sewers and culverts to be modified or constructed within the project area. Obtain and review data regarding existing drainage patterns and structures based on readily available information and field visits.

- I. Prepare drainage plan and profile sheets for the culverts and pipes along the project being impacted, culvert layouts, and associated details for the drainage structures within the project area.
- J. Prepare small signing, pavement marking, and delineation sheets for the project limits.
- K. Prepare SW3P Narrative Sheet.
- L. Prepare EPIC Sheet.
- M. Prepare SW3P and Erosion Control to include temporary and permanent erosion control measures.
- N. Develop miscellaneous detail sheets for roadway, drainage, and traffic items as necessary.
- O. Compile TxDOT Standards as appropriate for the final design.
- P. Summary of Quantities Sheets.
- Q. Prepare Final Engineer's Opinion of Probable Construction Cost based on readily available bidding data.
- R. Prepare a submittal at the 60%, 90% & 100% design level.
- S. Compile necessary special provisions and special specifications.
- T. Prepare and submit the draft and final PSE Package including supporting documents as necessary for the City to advertise for bidding.

## VII. TRAFFIC SIGNAL DESIGN

- A. Conduct a field review of the existing intersection to note and verify existing traffic signal equipment, existing intersection geometrics, physical constraints, power connection, utility placement, and other details necessary for signal plan preparation.
- B. Meet with TxDOT and the CITY to discuss signal design requirements specific to this project. One (1) meeting is assumed for budget purposes.
- C. Obtain existing signal plans for the intersections. This information will be provided by TxDOT.
- D. Coordinate with "Texas One-Call" System and the CITY to have utilities located in the field by the utility owners.

- E. Attend meeting in the field with TxDOT and the CITY locate and confirm locations of proposed controller and signal poles.
- F. Draft plans will include complete traffic signal plan sets for the intersection, including pavement markings, signage, signal phasing, conductor conduit schedules, elevation sheets, vehicle detection, foundation details, quantities, and communication equipment details necessary to facilitate traffic signal operations.
- G. Prepare final set of plans, which incorporate all previous comments and submit to TxDOT and the CITY as a part of the PS&E package.
- H. The ENGINEER shall coordinate the signal design with the UPRR in order to incorporate signal preemption for traffic signals adjacent to RR ROW.
- I. Traffic signal poles will include luminaires. No other roadway illumination design is included in this scope of work.

#### VIII. UPRR COORDINATION

- A. The ENGINEER shall coordinate with the UPRR as necessary during project development.
- B. Prepare Exhibit "A" plan sheets for attachment to the UPRR agreement for construction of the at-grade crossing.
- C. Prepare signal layout, planking layout and pavement marking plan.

#### IX. TXDOT COORDINATION

- A. The ENGINEER shall coordinate with TxDOT Rail Office, Austin District and Area Office as necessary during project development and preparation of the PS&E package.
- B. Attend coordination meetings and prepare meeting minutes (assume 4 meetings).
- C. Prepare a PS&E package according to TxDOT's *PSE Preparation Manual*, Checklists, and Standard Specifications.
- D. Address comments received from 30%, 60%, 90% and 100% design submittal packages.

#### X. UTILITY COORDINATION

- A. Coordinate with city utility coordinator and furnish a notice of construction to the CITY for coordination with utility companies with a project layout in order for the utility companies to identify and annotate their utilities on this layout.
- B. Attend City utility coordination meetings to discuss the proposed project and identify and resolve utility conflicts with utility owners.
- C. Prepare utility exhibits based on field survey of above-ground features and readily available utility data furnished by the CITY or private utility owners.
- D. The Engineer shall submit plan sheets with a list of utilities to be adjusted to the CITY.

## XI. BID PHASE SERVICES

- A. Prepare an advertisement for the Round Rock Leader newspaper.
- B. Maintain a plan holders list, attend the pre-bid conference and bid opening.
- C. Distribute Contract documents to potential bidders.
- D. Respond to bidder's questions and prepare Addenda as necessary.
- E. Tabulate the qualified bids and prepare an award recommendation.
- F. Prepare conformed Contract documents once an award has been made by the CITY.
- G. Attend Pre-construction meeting.

The CITY shall provide the latest version of bidding documents for use in preparing the Project Manual.

## XII. CONSTRUCTION PHASE SERVICES

- A. Respond to RFI's by the Contractor and update and issue revised sheets if necessary.
- B. Prepare change order if necessary (assume maximum of four).
- C. Review Contractor submittals that are forwarded by the CITY to the ENGINEER for review.
- D. Attend monthly construction meetings as needed.
- E. Review contractor pay applications.

Assumptions:

No construction observation and inspection services are included in this Scope of Services.

## XIII. PROJECT MANAGEMENT

- A. Perform general Project Management during the course of the project to include coordination with the CITY, preparing invoices, and management of subconsultants.
- B. Preparation of project correspondence including reports, record keeping, and letters as necessary.
- C. Perform QA/QC of deliverables prior to submittal to the CITY. Implement a documented QA/QC program in accordance with the ENGINEER's established procedures.
- D. Attend monthly project progress and coordination meetings with the CITY as required during project development.

### Deliverables Required of the ENGINEER

The ENGINEER will be required to provide the following deliverable items:

- A. Roll plot of geometric schematic with approved alternate design.
- B. Reproducible white bond paper final set of plan sheets (size 11" X 17") as required by the CITY.
- C. Engineer's Estimate of probable construction cost, general notes, and specifications (PS&E supporting documents). Electronic copies of deliverables shall be in MS Word or Excel format as appropriate.
- D. Electronic design files in Microstation format.
- E. Existing and design cross section output in ASCII format, and plotted on 11" x 17" plan sheets.



## EXHIBIT C

### Work Schedule

Attached Behind This Page

TELANDER DR. EXTENSION & IMPROVEMENTS

# EXHIBIT C DESIGN SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish	2017																	
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
TELANDER DRIVE EXT & IMPROVEMENTS																						
		346	06-Jun-16	12-Oct-17																		
A1000	NTP	1	06-Jun-16	06-Jun-16																		
A1010	I. Develop Potential Alternatives	10	07-Jun-16	20-Jun-16																		
A1020	II. Design and ROW Survey	20	21-Jun-16	19-Jul-16																		
A1030	III. Develop Schematic Design	15	20-Jul-16	09-Aug-16																		
A1040	IV. Traffic Analysis and Modeling	20	13-Jul-16	09-Aug-16																		
A1050	V. Environmental Documentation	40	13-Jul-16	07-Sep-16																		
A1060	VI. Prepare PS&E Package	80	10-Aug-16	02-Dec-16																		
A1070	VII. Traffic Signal Design	30	20-Oct-16	02-Dec-16																		
A1080	VIII. UPRR Coordination & Address Comments	60	06-Oct-16	31-Jan-17																		
A1090	IX. TxDOT Coordination & Address Comments	60	06-Oct-16	03-Jan-17																		
A1100	X. Utility Coordination	40	10-Aug-16	05-Oct-16																		
A1110	XI. Bid Phase Services	20	01-Feb-17	28-Feb-17																		
A1120	XII. Construction Phase Services	160	01-Mar-17	12-Oct-17																		

 Actual Work       Critical Remaining Work  
 Remaining Work    ◆      ◆ Milestone

## EXHIBIT D

### Fee Schedule

Attached Behind This Page

**Project Name:** Telander Drive Extension and Improvements

HDR Engineering, Inc.

Task		Total	Total	Other		TOTALS
		Labor Hours	Loaded Labor Cost	Direct Costs	Subconsultants	
Task I	Develop Potential Alternatives	275	\$46,750.00	\$0.00	\$0.00	\$46,750.00
TASK II	Design and ROW Survey	10	\$1,846.00	\$0.00	\$44,437.00	\$46,283.00
TASK III	Develop Schematic Design - Preferred Alternative	10	\$2,355.00	\$0.00	\$32,878.00	\$35,233.00
TASK IV	Traffic Analysis and Modeling	54	\$7,574.00	\$0.00	\$0.00	\$7,574.00
TASK V	Environmental Documentation	24	\$4,856.00	\$0.00	\$25,844.95	\$30,700.95
TASK VI	PS&E Package	713	\$104,864.00	\$0.00	\$0.00	\$104,864.00
TASK VII	Traffic Signal Design	164	\$25,066.00	\$0.00	\$0.00	\$25,066.00
TASK VIII	UPRR Coordination	252	\$36,362.00	\$0.00	\$0.00	\$36,362.00
TASK IX	TxDOT Coordination	63	\$14,734.00	\$0.00	\$11,040.00	\$25,774.00
TASK X	Utility Coordination	68	\$10,344.00	\$0.00	\$0.00	\$10,344.00
TASK XI	Bid Phase Services	90	\$14,284.00	\$0.00	\$0.00	\$14,284.00
TASK XII	Construction Phase Services	210	\$37,430.00	\$0.00	\$0.00	\$37,430.00
TASK XIII	Project Management	168	\$43,008.00	\$2,300.00	\$0.00	\$45,308.00
<b>GRAND TOTAL:</b>		2101	\$349,473.00	\$2,300.00	\$114,199.95	<b>\$465,972.95</b>

## Exhibit D

Project Name: **Telander Drive Extension and Improvements**

Consultant: **HDR Engineering, Inc.**

<b>Cost Component, Hours</b>	<b>Total Hours</b>
Project Principal	0
Project Manager	405
Senior Engineer.	512
Design Engineer	301
Engineer-in-Training	276
Sr. Design Technician	10
CADD Technician	569
Clerical/Steno	28
<b>Total Hours</b>	<b>2101</b>

<b>Cost Component, Dollars</b>	<b>Billing Rate</b>	<b>Totals</b>
Project Principal	\$280	\$0.00
Project Manager	\$256	\$103,680.00
Senior Engineer	\$215	\$110,080.00
Design Engineer	\$155	\$46,655.00
Engineer-in-Training	\$110	\$30,360.00
Sr. Design Technician	\$120	\$1,200.00
CADD Technician	\$98	\$55,762.00
Clerical/Steno	\$62	\$1,736.00
<b>Labor Dollars</b>		<b>\$349,473.00</b>

<b>Cost Component, Direct Expenses</b>	<b>Total</b>
Travel Expenses (Mileage billed at IRS Standard Rate)	\$400
Traffic Counts	\$1,500
Printing	\$400
<b>TOTAL DIRECT EXPENSES</b>	<b>\$2,300.00</b>

<b>PROJECT FEE SUMMARY</b>			<b>Total</b>
HDR	Direct Labor Costs		\$121,506.80
HDR	Indirect Labor Costs		\$190,522.66
HDR	Direct Expenses		\$2,300.00
HDR	Profit @12%	12%	\$37,443.54
Subconsultants:			
	Inland Geodetics	<i>Survey</i>	\$44,437.00
	RTG	<i>Schematic Design</i>	\$43,918.00
	CP&Y	<i>Environmental Documentation</i>	\$25,844.95
<b>TOTAL FEE</b>			<b>\$465,972.95</b>

## EXHIBIT E

Certificates of Insurance

Attached Behind This Page





# CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

5/12/2016

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	<b>FAX</b>
	<b>PHONE (A/C, No, Ext):</b>	<b>(A/C, No):</b>
<b>INSURED</b> 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Company	
	<b>INSURER B:</b> Travelers Property Casualty Co of America	
	<b>INSURER C:</b> American Zurich Insurance Company	
	<b>INSURER D:</b> Lexington Insurance Company	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** HDRIN01 **CERTIFICATE NUMBER:** 14051367 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB INC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	37CSEQU0950	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2015 6/1/2015 6/1/2015	6/1/2016 6/1/2016 6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	N	N	ZUP-10R64084-15-NF (EXCLUDES PROF LIAB)	6/1/2015 6/1/2015	6/1/2016 6/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	0381127	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2015	6/1/2016	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

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

**CERTIFICATE HOLDER**

14051367  
CITY OF ROUND ROCK  
ATTN: BILL STABLEIN  
2008 ENTERPRISE DR.  
ROUND ROCK, TX 78664

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

HDR Engineering, Inc.  
Round Rock, TX United States

Certificate Number:  
2016-54928

Date Filed:  
05/13/2016

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

City of Round Rock

Date Acknowledged:

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

US 79 at Telander  
Professional Engineering Services

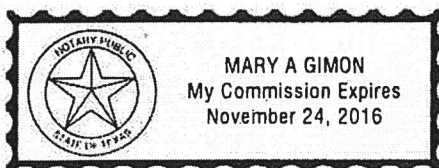
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Little, George A.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O'Reilly, Charles L.	Boston, MA United States	X	

5 Check only if there is NO Interested Party.

☐

## 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Kelly Kaatz*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Kelly Kaatz, this the 13th day of May, 2016, to certify which, witness my hand and seal of office.

*Mary A. Gimon*  
Signature of officer administering oath

Mary A. Gimon  
Printed name of officer administering oath

Project Coordinator  
Title of officer administering oath



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.6

---

**Title:** Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Bernard Anderson for an approximate 153.92 acre tract of land.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Map, Aerial

**Department:** Planning and Development Services Department

---

### Text of Legislative File 2016-3431

The approximate 153.92 acre tract of land is located south of County Road 110, north of University Boulevard. Based on the City Council direction as part of the Strategic Plan and the Annexation Prioritization study presented by staff in 2014, this property was identified as a feasible and logical property to be annexed due to its location near developing areas and its proximity to major roads. However, prior to annexation of an area that is appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management, the City is required by statute to offer the land owner an annexation development agreement. This agreement guarantees the land's immunity from annexation for a period of 15 years, as long as the land is used for agricultural, wildlife management or timber production only. This agreement also authorizes the City to enforce all regulations and planning authority of the city, except those that would interfere with agricultural purposes, wildlife management or timber production. The landowner accepted the agreement on April 20, 2015.

By accepting the agreement, the landowner agrees that the city's AG-Agricultural zoning requirements apply to the property, and that the property will only be used for AG zoning uses. This agreement runs with the land for a period of 15 years. If the current or a future landowner seeks to develop the property or change its use, that action will constitute a petition for voluntary annexation, and the property will be subject to annexation at the direction of the City Council. Within 30 days of annexation, the property will be zoned in conformance with the City's General Plan, or as agreed to by the City and the Owner. The current version of the Future Land Use Map shows the property to have a residential

designation.

Staff recommends Approval

**RESOLUTION NO. R-2016-3431**

**WHEREAS**, Bernard Anderson (“Owner”) is the owner of that certain 153.92 acre tract of land (“Property”), as described in Exhibit “A” to the Annexation Development Agreement; and

**WHEREAS**, the City of Round Rock (“City”) intends to annex the Property; and

**WHEREAS**, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into an Annexation Development Agreement regarding the annexation of the Property into the city limits; 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 Annexation Development Agreement with Bernard Anderson, 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 26th day of May, 2016.

---

ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

STATE OF TEXAS

§ ANNEXATION DEVELOPMENT

§ AGREEMENT WITH

COUNTY OF WILLIAMSON

§ BERNARD ANDERSON

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ROUND ROCK, TEXAS ("City") and BERNARD ANDERSON (TRUSTEE) ("Owner").

WHEREAS, Owner is owner of that certain 153.92-acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

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

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

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

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

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

### **A. PURPOSE**

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

### **B. GENERAL TERMS AND CONDITIONS**

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Round Rock so long as (1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District (the "AG Exemption"), except for existing single-family residential use, and (2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document for a use unrelated to the agriculture, regarding some or all of the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex portions of the Property which are either affected by the removal of the AG Exemption, or which are the subject of the Development Documents. It is expressly understood and agreed that the Owners may develop the



Property in phases and that the City of Round Rock will only annex those portions of the Property which are included within "final" subdivision plats.

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

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses until such time as the Property is annexed into the City of Round Rock. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Round Rock Comprehensive Plan in effect on the date hereof and such other uses as may be agreed upon by the City of Round Rock and the Owners.

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

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

### **C. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

**City of Round Rock**

City Manager

221 East Main Street

Round Rock, Texas 78664

Williamson County

Phone: (512)218-5401

**Owner**

BERNARD ANDERSON (TRUSTEE)

16233 Cameron Rd.

Pflugerville, TX 78660

Williamson County

Phone: (512) 251-4787

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

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

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

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

SIGNED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ROUND ROCK, TEXAS**

\_\_\_\_\_  
ALAN MCGRAW, Mayor  
City of Round Rock, Texas

**ATTEST:**

\_\_\_\_\_  
SARA L. WHITE, City Clerk

THE STATE OF TEXAS       }  
COUNTY OF WILLIAMSON   }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by Alan McGraw, as Mayor and on behalf of the City of Round Rock, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

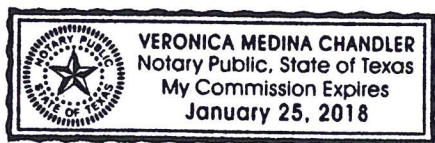
PROPERTY OWNER

Bernard S. Anderson

Bernard Anderson (Trustee)

THE STATE OF TEXAS       }  
COUNTY OF WILLIAMSON   }

This instrument was acknowledged before me on the 20th day of April, 2016,  
by Bernard Anderson (Trustee), City of Pflugerville, Texas.



Veronica M. Chandler

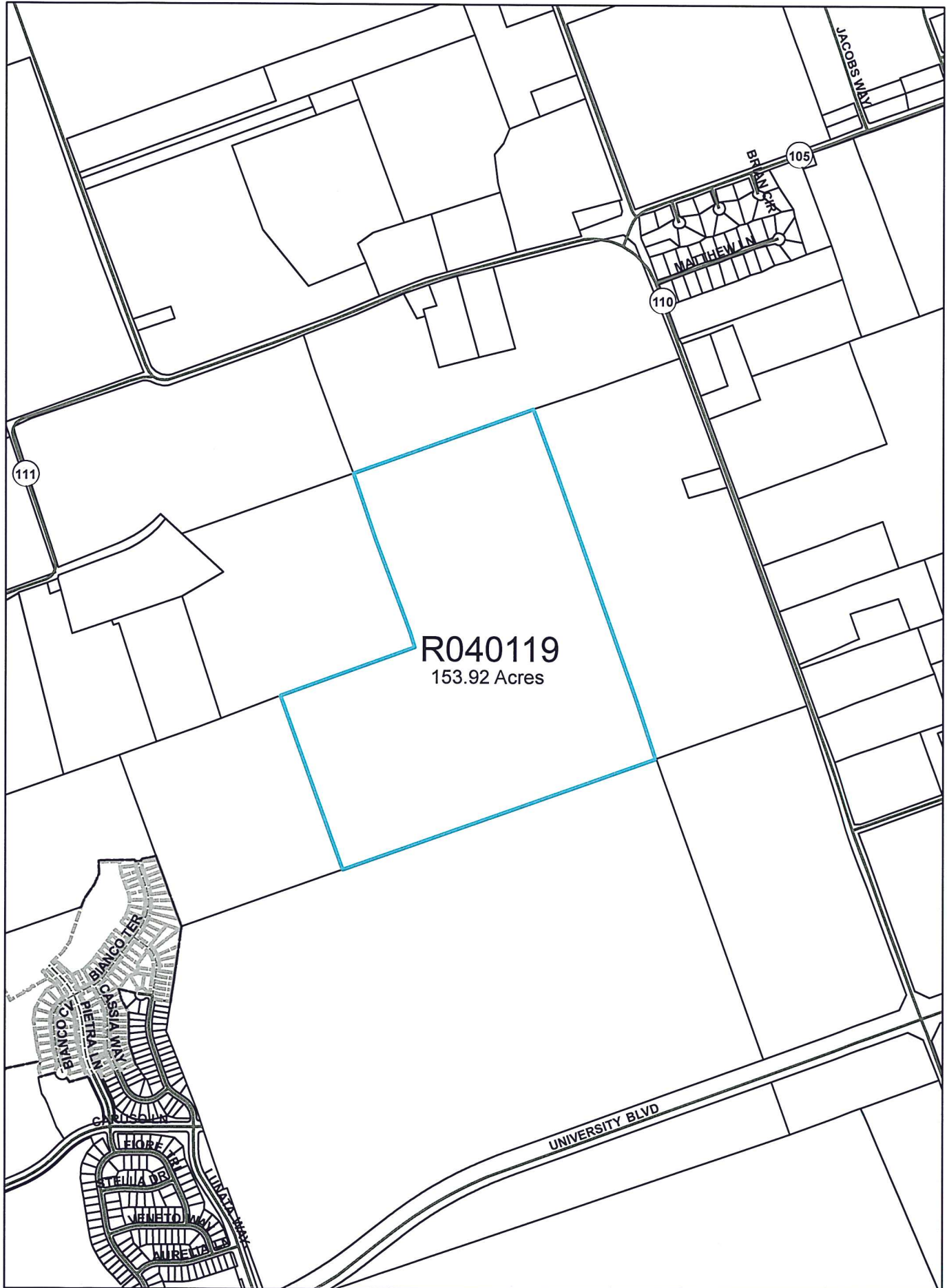
Notary Public, State of Texas

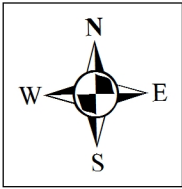
Printed Name: Veronica M. Chandler

My Commission Expires: January 25, 2018

# Exhibit A

## Area Proposed for Development Agreement





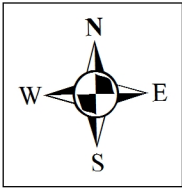
**Subject Tract  
153.92 ac.**

CR-110

University Blvd

N-AM-Grimes-Bld





**Subject Tract  
153.92 ac.**

**CR 110**

**University Blvd**

**NAM Grimes Blvd**





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** I.1

---

**Title:** Consider an ordinance vacating, abandoning, and closing a portion of a 20 foot wide alleyway in the Washington Anderson Addition. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A - Metes and Bounds Description, Exhibit B - Metes and Bounds Drawing

**Department:** Planning and Development Services Department

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### **Text of Legislative File 2016-3446**

The subject property at 406 Lampasas has been developed by Gold Gals Holdings LLC as retail and event space. The owner would like to utilize the portion of the alley located between Anderson Avenue and Milam Street for their project. A portion of this alley was released by City Council on September 10, 2015 (Ordinance number 2015-1859). Since this process was started, another section of alley was identified for abandonment. Release and abandonment of this alleyway would make their development contiguous. The City has no plans or desire to improve the alley. Staff has investigated this portion of the alley and found there is a gas line present so an easement will be dedicated by plat to that utility. Staff recommends approval.

**ORDINANCE NO. O-2016-3446**

**AN ORDINANCE VACATING, ABANDONING, AND CLOSING A PORTION OF A 20 FOOT ALLEY IN THE WASHINGTON ANDERSON ADDITION, WITHIN THE CITY OF ROUND ROCK, TEXAS, PURSUANT TO SECTION 311.007, TEXAS TRANSPORTATION CODE, V.A.T.S., PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**WHEREAS**, Section 311.007, Transportation Code, V.A.T.S., allows a home-rule municipality to vacate, abandon, or close a street or an alley; and

**WHEREAS**, the City of Round Rock desires to vacate, abandon, and close a north-and-south public alleyway situated between Lot 1, Block A, Sparks Subdivision and Lot 3, Block 1 of the Washington Anderson Addition, an unrecorded subdivision in Williamson County, Texas, as described in Exhibits “A” and “B”; Now Therefore

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

**I.**

That a portion of the north-and-south public alleyway situated between Lot 1, Block A, Sparks Subdivision and Lot 3, Block 1 of the Washington Anderson Addition, an unrecorded subdivision in Williamson County, Texas, depicted in Exhibits “A” and “B,” said exhibits attached hereto and made a part of this ordinance, be hereby vacated, abandoned and closed, insofar as the right, title, or easement of the public is concerned.

## **II.**

That the abandonment provided herein shall extend only to the public right, title, or easement in and to the tracts of land described in Paragraph I of this ordinance for the purpose of using same as an alley, and shall be construed only to pertain to that interest the governing body of the City of Round Rock may legally and lawfully abandon. Nothing in this ordinance shall be construed to abandon or otherwise affect the interest of the City of Round Rock or the public in easements within the subject area related to public utilities, if any. The City of Round Rock retains an easement for any existing public utilities, if any, located within the alleyway.

## **III.**

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

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

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

Alternative 1.

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

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Alternative 2.

**READ and APPROVED** on first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**READ, APPROVED and ADOPTED** on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
SARA L. WHITE, City Clerk

**EXHIBIT "A"**

**20 Foot Wide Alley Vacation Tract**

**METES AND BOUNDS DESCRIPTION  
OF A**

**0.0618 ACRE TRACT OF LAND LOCATED IN THE  
W. HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS  
AND BEING PART OF BLOCK 1, WASHINGTON ANDERSON ADDITION,  
AN UNRECORDED SUBDIVISION TO THE CITY OF ROUND ROCK,  
WILLIAMSON COUNTY, TEXAS**

BEING A 0.0618 ACRE (2,691 SQUARE FEET) TRACT OF LAND LOCATED IN THE W. HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS; SAID 0.0618 ACRE TRACT BEING PART OF BLOCK 1, WASHINGTON ANDERSON ADDITION, AN UNRECORDED SUBDIVISION TO THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS; WITH SAID 0.0618 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a cut "X" in concrete set (previously a 5/8-inch iron rod found in February, 2014 and subsequently destroyed) for the southwest corner of the herein described tract, said point marking the southeast corner of that certain tract of land described in a Cash Warranty Deed to Gold Gals Holdings, LLC, as recorded in Document No. 2013116326, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), same being the southeast corner of Lot 10, Block 1 of said unrecorded Washington Anderson Addition, said point also marking the intersection of the west line of a 20 foot wide alley and the north right-of-way (R.O.W.) line of Anderson Street (a variable width R.O.W.);

**THENCE North 23° 21' 45" West**, departing the north R.O.W. line of said Anderson Street, and with the common west line of said 20 foot wide alley and the east line of said Gold Gals Holdings, LLC tract, and partway with the east line of said Lot 10 and partway with the east line of Lot 9 of said Block 1, at a distance of 106.22 feet passing a calculated point for the northeast corner of said Gold Gals Holdings, LLC tract and said Lot 9, said calculated point also being the southernmost northeast corner of Lot 1, Block A, Sparks Subdivision, filed on July 10, 2009, and recorded in Cabinet FF, Slide 394, Plat Records of Williamson County, Texas (P.R.W.C.T.), same being the southernmost northeast corner of that certain called 0.22 acre tract of land described in a Special Warranty Deed With Vendor's Lien to SPS 1960, LLC, as recorded in Document No. 2008087544, O.P.R.W.C.T., and continuing with the west line of said 20 foot wide alley, same being the easternmost east line of said 0.22 acre tract and said Lot 1, Block A, Sparks Subdivision, in all a total distance of **134.75 feet** to a 1/2-inch iron rod found for the northwest corner of the herein described tract, same marking the northeast corner of said 0.22 acre tract, said point also marking the southeast corner of that certain called 0.3848 acre tract of land described in a Warranty Deed With Vendor's Lien to Sterling Carrizo Investments, LLC, as recorded in Document No. 2014098190, O.P.R.W.C.T.;

**THENCE North 74° 51' 14" East**, traveling across the interior of said 20 foot wide alley, a distance of **20.18 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" set for the northeast corner of the herein described tract, same being on the west line of Lot 3, Block 1 of said Washington Anderson Addition, said point also being on the common east line of said 20 foot wide alley and the west line of that certain called 0.359 acre tract of land described in a Cash Warranty Deed to Gold Gals Holdings, LLC, as recorded in Document No. 2013116323, O.P.R.W.C.T.;

**Exhibit "A" continued**  
**Description of a 0.0618 acre tract**

THENCE **South 23° 21' 45" East**, with the common east line of said 20 foot wide alley and the west line of said 0.359 acre tract, and partway with the west line of said Lot 3 and partway with the west line of Lots 2 and 1, Block 1 of said Washington Anderson Addition, a distance of **134.75 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" set (previously a 1/2-inch iron rod found in February, 2014 and subsequently destroyed) for the southeast corner of the herein described tract, same marking the southwest corner of said 0.359 acre tract, said point also marking the intersection of the east line of said 20 foot wide alley and the north R.O.W. line of said Anderson Street;

THENCE **South 74° 51' 14" West**, with the common south line of said 20 foot wide alley and the north R.O.W. line of said Anderson Street, a distance of **20.18 feet** to the **POINT OF BEGINNING** and containing 0.0618 acre (2,691 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas.

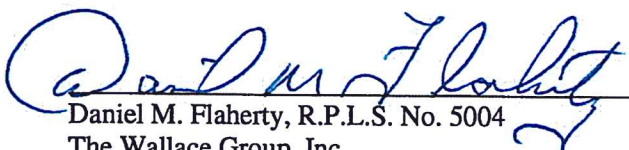
This metes and bounds description is accompanied by an exhibit drawing.

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

THE STATE OF TEXAS       §  
                                      §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4814 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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



Daniel M. Flaherty, R.P.L.S. No. 5004  
The Wallace Group, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10051701  
See attached Plat No. A-4814  
23105-FN02.doc

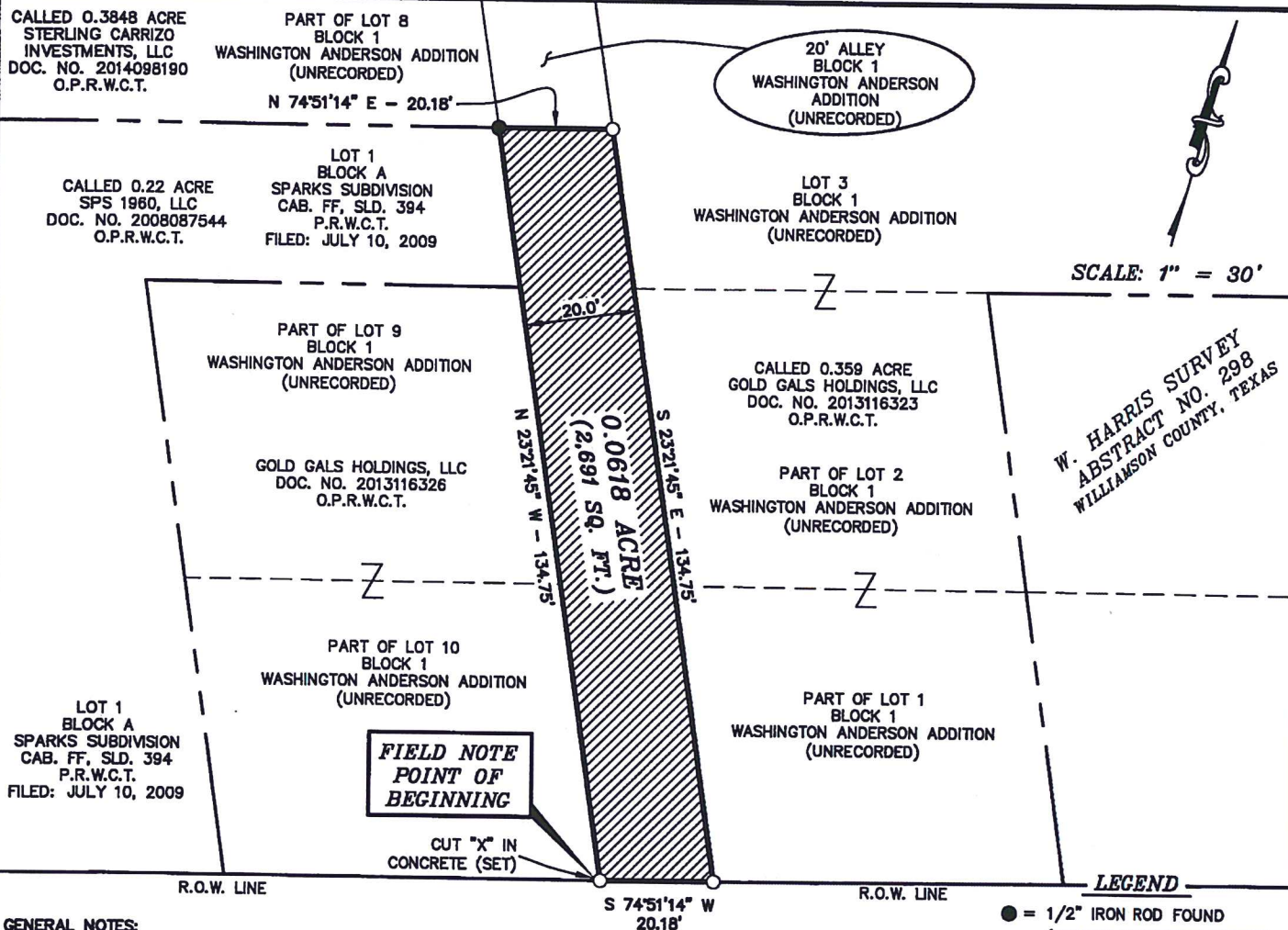


05-19-2015  
Date



# EXHIBIT "B"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A  
20 FOOT WIDE (0.0618 ACRE) ALLEY VACATION TRACT  
LOCATED IN THE W. HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS  
AND BEING PART OF BLOCK 1, WASHINGTON ANDERSON ADDITION, AN UNRECORDED SUBDIVISION  
TO THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



## GENERAL NOTES:

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

ANDERSON STREET  
(VARIABLE WIDTH R.O.W.)

- = 1/2" IRON ROD FOUND  
(UNLESS OTHERWISE NOTED)  
○ = 1/2" IRON ROD WITH ORANGE  
PLASTIC CAP STAMPED  
"WALLACE GROUP" SET  
(UNLESS OTHERWISE NOTED)  
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS  
P.R.W.C.T. = PLAT RECORDS OF  
WILLIAMSON COUNTY, TEXAS



## The Wallace Group, Inc.

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco ■ Killeen ■ Dallas ■ Round Rock

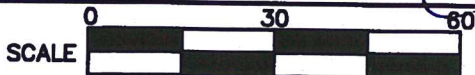
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT  
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND  
SURVEYS IN THE STATE OF TEXAS. THIS THE 19TH DAY OF MAY, 2015.

SURVEYED: 05-12-2015

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



PLAT NO. A-4814

DRAFT DATE 05-19-2015

DRAWN BY TAB

WORK ORDER NO. 23105-81

FIELDBOOK/P.G. 211/27

TAB # A-4814

© 2015 ALL RIGHTS RESERVED

DIGITAL FILE 23105R-SURVEY UPDATE

F/N #

23105-FN02



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** I.2

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**Title:** Consider an ordinance adopting Amendment No. 2 to the FY 2015-2016 Annual Budget. (First Reading)(Requires Two Readings)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A

**Department:** Finance Department

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### **Text of Legislative File 2016-3484**

In September 2015, Council adopted the 2015-2016 Annual Budget. This ordinance is to amend the budget to transfer General Fund excess fund balance for FY 2014-2015.

Amendment No. 2 is to appropriate funds for a transfer from the General Fund to the General Self Finance Construction Fund in the amount of \$7,250,000. This transfer is to provide funding for future cash funded projects, repair and maintenance for IT, PARD and Facilities and Transportation improvements.

The expenditures related to the repair and maintenance for IT, PARD and Facilities and the Transportation improvements were approved in the budget process for 2015-2016.

This is an administrative change of how excess fund balance is transferred. The previous practice was to move excess fund balance as a budget amendment in the year the excess occurred, but this practice shows an understatement of fund balance for that year. The new process will be to transfer excess fund balance the following fiscal year after the final amounts are determined during the audit process.

Staff recommends approval

**ORDINANCE NO. O-2016-3484**

**AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO THE  
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR  
FISCAL YEAR 2015-2016.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2015-2016 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

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

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

**READ** and **APPROVED** on first reading this the \_\_\_\_ day of \_\_\_\_\_,  
2016.

**READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
ALAN MCGRAW, Mayor  
City of Round Rock, Texas

\_\_\_\_\_  
SARA L. WHITE, City Clerk

## Exhibit A - 2015-2016 Budget Amendment

### General Self Finance Construction

#### General Fund

##### *Source of Funds:*

Fund Balance	\$ (7,250,000)
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##### *Expenditure:*

Transfer to General Self Finance Construction Fund	<u>7,250,000</u>
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\$	<u><u>-</u></u>
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#### General Self Finance Construction Fund

##### *Source of Funds:*

Transfer from General Fund	\$ (7,250,000)
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##### *Fund Balance:*

General Self Financed Future Projects	3,500,000
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##### *Expenditures:*

Repair & Maintenance Accounts - IT, PARD & Facilities	2,250,000
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Transportation Improvements	<u>1,500,000</u>
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\$	<u><u>-</u></u>
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# City of Round Rock

## Agenda Item Summary

**Agenda Number: I.3**

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**Title:** Consider an ordinance adopting Amendment No. 3 to the FY 2015-2016 Annual Budget for mid-year adjustments including amending the full time equivalent position count for the General Fund and the HOT fund and to allocate funding. (First Reading)(Requires Two Readings)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A, Exhibit B

**Department:** Finance Department

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### Text of Legislative File 2016-3485

In September 2015, Council adopted the 2015-2016 Annual Budget. This ordinance makes mid-year adjustments for changes that were not yet known or needing further evaluation at the time of the budget adoption. This action will amend the full time equivalent (FTE) position count for the General fund, the HOT Fund and allocate funding.

1. The 2015-2016 Annual Budget allocated funding for a staffing study and the addition of new employees for the Parks and Recreation Department. The study has been completed and reviewed with recommended FTE's additions for that department. This amendment adds a total of 9.875 to PARD and 0.500 to General Services. Position detail as follows:

- Staffing study recommendations - 4.25 FTE positions to enhance existing programs and provide needed support.
- Staffing for the new Multi-Purpose Fields at Old Settlers Park - 5 positions for the new facility which includes 4 maintenance workers and one reservations specialist
- Temporary to permanent position conversion - 0.625 position to convert a temporary recreation assistant at the Baca Center to a regular part-time position.
- Conversion of a part-time position to a full time position - 0.500 Custodian in General Services to support CMRC needs.

Funding for these positions was set aside in the budget, so this portion is only to move the budgeted funds into the PARD and General Services departments.

2. Due to the rapid increase in development throughout the City, the Planning & Development Department is requesting to add 1 Building Inspector. The net increase on the FTE count is only 0.5, due to a 0.5 position being transferred from the Finance Department. This transfer is a result of efficiencies experienced in Finance. This results in a total of \$15,300 of expenditures being added

to the General Fund for FY2015/16, and the costs will be offset by higher than budgeted planning and development fee revenue that have already been realized in 2015/16.

3. The newly created Sports Management and Tourism Department is requesting to add 1 Program Manager to be funded out of the Hotel Occupancy Tax fund. A position has been borrowed from the Sports Center to handle special projects such as the Golf Course, Dell Diamond and other projects. The Sports Center will back-fill its position if approved. This results in a total of \$28,900 of expenditures being added to the HOT fund for FY 2015/16. The cost will be covered by higher than budgeted revenues that have already been realized in the HOT fund.

A total of 10.875 FTEs will be added to the General Fund with a total of \$15,300 being funded from higher revenues. A total of 1 FTE will be added to the HOT fund with a total of \$28,900 being funded from higher HOT tax revenues. The total net increase in FTE's will be 11.875.

Staff recommends approval



**ORDINANCE NO. O-2016-3485**

**AN ORDINANCE ADOPTING AMENDMENT NO. 3 TO THE  
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR  
FISCAL YEAR 2015-2016.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2015-2016 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

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

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

**READ** and **APPROVED** on first reading this the \_\_\_\_ day of \_\_\_\_\_,  
2016.

**READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
ALAN MCGRAW, Mayor  
City of Round Rock, Texas

\_\_\_\_\_  
SARA L. WHITE, City Clerk

## **Exhibit A - 2015/16 Budget Amendment Full Time Equivalent Additions & Funding**

### **General Fund**

#### *Source of Funds:*

Licenses, Permits and Fee Revenues	\$ (15,300)
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#### *Expenditure:*

Fiscal Support - PARD Staffing Study	(109,300)
Parks & Recreation Personnel	109,300
General Services Personnel	7,700
Fiscal Support - PARD Staffing Study	(7,700)
Planning & Development Personnel	21,300
Finance Personnel	<u>(6,000)</u>

General Fund Balance - net effect	<u><u>\$ -</u></u>
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### **Hotel Occupancy Tax Funds**

#### *Source of Funds:*

HOT Tax Revenues	\$ (28,900)
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#### *Expenditures:*

Administration Personnel	<u>28,900</u>
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HOT Fund Balance - net effect	<u><u>\$ -</u></u>
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**Exhibit B**  
**Proposed Full Time Equivalent Position Changes**

	2015-16 Adopted	2015-2016 Proposed Changes	2015-2016 Proposed Total	2015-2016 Budget Increase Total
<b>General Fund</b>				
<b>Finance</b>	40.000			
PT Accounting Technician		-0.500		
<b>Total Finance</b>	<b>40.000</b>	<b>-0.500</b>	<b>39.500</b>	<b>\$ (6,000)</b>
<b>Parks &amp; Recreation</b>	96.000			
<i>Staffing Study Results</i>				
Camp Supervisor		1.000		
Park Ranger		1.000		
Marketing & Communications Coordinator		1.000		
PT Bus Driver (2 @ .625)		1.250		
OSP MPF Complex - Reservation Specialist		1.000		
OSP MPF Complex - Maintenance Workers		4.000		
Temporary Rec Asst converted to Regular PT at BACA		0.625		
	96.000	9.875	105.875	109,300 (109,300)
<i>Funding approved in 15-16 Budget</i>				
<b>Total Parks &amp; Recreation Department</b>	<b>96.000</b>	<b>9.875</b>	<b>105.875</b>	<b>\$ -</b>
<b>General Services</b>	40.500			
FT Custodian - CMRC - convert PT to FT		0.500		
	40.500	0.500	41.000	7,700 (7,700)
<i>Funding approved in 15-16 Budget</i>				
<b>Total General Services</b>	<b>40.500</b>	<b>0.500</b>	<b>41.000</b>	<b>\$ -</b>
<b>Planning &amp; Development Services</b>	35.750			
Building Inspector		1.000		
<b>Total Planning &amp; Development Services</b>	<b>35.750</b>	<b>1.000</b>	<b>36.750</b>	<b>\$ 21,300</b>
<b>All Other General Fund Departments</b>	<b>516.500</b>		<b>516.500</b>	
<b>Total General Fund</b>	<b>728.750</b>	<b>10.875</b>	<b>739.625</b>	<b>\$ 15,300</b>
<b>Hotel Occupancy Tax Fund</b>				
<b>Sports Management - Tourism Department</b>				
Program Manager		1.000		
		1.000	1.000	\$ 28,900
<b>All Other HOT Fund Departments</b>	<b>3.000</b>			
<b>Total HOT Fund</b>	<b>3.000</b>	<b>1.000</b>	<b>4.000</b>	<b>\$ 28,900</b>
<b>Summary</b>				
New FTEs		11.250		
Temporary to Permanent Conversion		0.625		
<b>Total FTE increase</b>		<b>11.875</b>		



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** J.1

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**Title:** Consider one appointment to the Round Rock Transportation and Economic Development Corporation to fill an unexpired term.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2016-3497**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: J.2**

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**Title:** Consider one appointment of a Citizen Director to the Brushy Creek Regional Utility Authority to fill an unexpired term.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2016-3498**



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** L.1

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**Title:** Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

**Type:** Executive Session

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Manager's Office

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**Text of Legislative File 2016-3373**





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** L.2

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**Title:** Consider Executive Session as authorized by §551.072, Government Code, related to the value of real property needed for the University Boulevard improvements project.

**Type:** Executive Session

**Governing Body:** City Council

**Agenda Date:** 5/26/2016

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Administration

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**Text of Legislative File 2016-3467**