



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
John Moman, Place 5
Kris Whitfield, Place 6

Thursday, March 26, 2015

7:00 PM

City Council Chambers, 221 East Main St.

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [2015-2342](#) [Consider proclaiming April 12-18, 2015 as "Telecommunications Officers Week" in the City of Round Rock.](#)

E.2 [2015-2343](#) [Consider proclaiming April 12-18, 2015 as "Animal Control Officers Appreciation Week" in the City of Round Rock.](#)

F. APPROVAL OF MINUTES:

F.1 [2015-2346](#) [Consider approval of the minutes for the March 12, 2015 City Council meeting.](#)

G. PUBLIC HEARINGS:

G.1 [2015-2202](#) [Consider public testimony regarding the development of the Community Development Block Grant \(CDBG\) 2015-2016 Annual Action Plan.](#)

H. RESOLUTIONS:

- H.1 [2015-2333](#) [Consider a resolution authorizing the Mayor to execute a real estate contract with Steven and Dyana Ploof for the purchase of property located at 1709 Cushing Park for the Gattis School Road Improvement Project.](#)
- H.2 [2015-2356](#) [Consider an amended resolution authorizing the calling of the General Election for May 9, 2015.](#)
- H.3 [2015-2307](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with K. Friese & Associates, Inc. for Drainage, Ponding and Erosion Work Authorization.](#)
- H.4 [2015-2353](#) [Consider a resolution authorizing the Mayor to execute a Consent to Assignment to the Williamson County Regional Raw Water Line Agreement regarding Chisholm Trail Special Utility District's assignment to the City of Georgetown.](#)

I. ORDINANCES:

- I.1 [2015-2338](#) [Consider an ordinance annexing 2.27 acres located southeast of the intersection of Louis Henna Blvd. and AW Grimes Boulevard. \(First Reading\)*](#)
- I.2 [2015-2339](#) [Consider public testimony regarding and an ordinance zoning 2.27 acres located southwest of Louis Henna Blvd. and AW Grimes to the C-1a \(General Commercial - Limited\) zoning district. \(First Reading\)*](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**K. EXECUTIVE SESSION**

- K.1 [2015-2334](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the contract for sale of the tract of land at 615 Palm Valley Blvd.](#)

L. ACTION RELATIVE TO EXECUTIVE SESSION:

- L.1 [2015-2337](#) [Consider possible action related to the contract for the sale of the tract of land located at 615 Palm Valley Blvd.](#)

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 March 2015 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming April 12-18, 2015 as "Telecommunications Officers Week" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2015-2342

WHEREAS, emergencies that require police, fire or emergency medical services can occur at any time; and

WHEREAS, when an emergency occurs, prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, public safety telecommunication officers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, telecommunication officers of the Round Rock Police Department have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, each telecommunication officer has exhibited compassion, understanding, and professionalism during the performance of their job in the past year; and

WHEREAS, the diligence and professionalism of the men and women of the Round Rock Police Department Communications Center keep our City and citizens safe;

NOW, THEREFORE, I, ALAN MCGRAW, Mayor of the City of Round Rock, Texas, do hereby proclaim April 12-18, 2015, as

"Telecommunications Officers Week"

In the City of Round Rock and urge all citizens, along with public safety, health, and public service personnel to join in expressing appreciation for the many long hours of

outstanding public service and quality performance our Telecommunicators provide each day to assure safety and welfare of all.

PROCLAIMED this 26th day of March 2015.



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming April 12-18, 2015 as "Animal Control Officers Appreciation Week" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2015-2343

WHEREAS, the National Animal Control Association has designated the second week of April each year as Animal Control Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank, and commend Animal Control Officers for the dedicated service they provide to citizens and various public safety and public service agencies throughout the country; and

WHEREAS, the City of Round Rock would like to express sincere thanks and appreciation for the outstanding service the Round Rock Police Department's Animal Control Unit provides on a daily basis to our citizens; and

WHEREAS, the Round Rock City Council recognizes and commends our Animal Control Officers for the many dedicated hours of service they perform in serving this community, and for fulfilling the Animal Control Unit's commitment to providing the highest and most efficient level of customer service; and

WHEREAS, the Round Rock City Council wishes to commend each and every Animal Control Officer for their service and commitment to the Animal Control profession;

NOW, THEREFORE, I, ALAN MCGRAW, Mayor of the City of Round Rock, Texas, do hereby proclaim April 12-18, 2015, as

"Animal Control Officers Appreciation Week"

In the City of Round Rock and ask all citizens, public safety, health, and public service personnel to join in expressing gratitude and appreciation for the outstanding service our Animal Control Officers provide throughout the year.

PROCLAIMED this 26th day of March 2015.



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the March 12, 2015 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 031215 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2015-2346



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, March 12, 2015

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

The Round Rock City Council met in regular session on Thursday, March 12, 2015 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:02 pm.

ROLL CALL

Present: 6 - Mayor Alan McGraw
Mayor Pro-Tem George White
Councilmember Craig Morgan
Councilmember Frank Leffingwell
Councilmember John Moman
Councilmember Kris Whitfield

Absent: 1 - Councilmember Will Peckham

PLEDGES OF ALLEGIANCE

Mayor McGraw led the following Pledges of Allegiance: United States and Texas.

CITIZEN COMMUNICATION

All of the following people spoke to the City Council regarding the flooding of the Ketchum house at 406 Briarwood Street:

*Beverly Ketchum, 406 Briarwood Street
Madison Mack, 809 Middle Creek Drive
Marlena Ketchum, 1013 Tabernash Drive read a letter from the Ketchum's daughter.
Justin Ketchum
Billy Ketchum
Kaily Wilson, 901 Brushy Creek Drive
Steven Kerville
Jerry Rankin, 115 Vista Lane
Brendon Mack*

PROCLAMATIONS AND PRESENTATIONS:

E.1 [2015-2340](#) Consider proclaiming March 2015 as "National Nutrition Month" in the City of Round Rock.

Mayor McGraw read the proclamation and presented it to Erin Rigney with the Williamson County and Cities Health District.

- E.2** [2015-2302](#) Consider a presentation by the Capital Area Council of Governments regarding the Environmental Protection Agency's proposed ozone standards.
- Representative of the Capital Area Council of Governments made the presentation to the City Council regarding ozone levels in the area and standards set by the EPA.*

APPROVAL OF MINUTES:

- F.1** [2015-2283](#) Consider approval of the minutes for the February 18 -19, 2015 City Council Retreat and February 26, 2015 City Council meeting.
- A motion was made by Councilmember Morgan, seconded by Councilmember Whitfield, that the minutes be approved. The motion carried by the following vote:**
- Aye:** 6 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Moman
 Councilmember Whitfield
- Nay:** 0
- Absent:** 1 - Councilmember Peckham

RESOLUTIONS:

- G.1** [2015-2282](#) Consider a resolution authorizing the Mayor to execute an Election Services Contract and Joint Election Agreement with Williamson County for the May 9, 2015 General Election.
- Sara White, City Clerk made the staff presentation.*
- A motion was made by Councilmember Morgan, seconded by Mayor Pro-Tem White, 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 Moman
 Councilmember Whitfield
- Nay:** 0
- Absent:** 1 - Councilmember Peckham

G.2 [2015-2313](#)

Consider a resolution authorizing the Mayor to execute a construction contract with Central Road and Utility, LTD (CRU) for the Lampasas Storm Trooper Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Moman, 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

G.3 [2015-2305](#)

Consider a resolution authorizing the Mayor to execute a Cost Participation Agreement with Avery Centre DevCo, Inc. regarding the construction of a waterline within the proposed Seton Parkway extension.

Michael Thane, Utilities and Environmental Services 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

G.4 [2015-2306](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Avery Ranch Company, Ltd., et al. for the purchase of easement interests required for the City's Reuse Waterline - Phase 6 Project.

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

A motion was made by Councilmember Moman, seconded by Mayor Pro-Tem White, 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

G.5 [2015-2309](#)

Consider a resolution authorizing the Mayor to execute a Contract for Surveying Services with Inland Geodetics, LLC for the Brushy Creek Trail Survey Project.

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

A motion was made by Councilmember Whitfield, seconded by Councilmember Moman, 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

ORDINANCES:

H.1 [2015-2312](#)

Consider an ordinance amending Chapter 43, Sections 43-24 and 43-26, Code of Ordinances (2010 Edition), regarding tree removal process and tree removal without replacement. (First Reading)*

Emsud Horozovic, Forestry Manager made the staff presentation.

A motion was made by Councilmember Morgan, 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

A motion was made by Councilmember Morgan, seconded by Mayor Pro-Tem White, that Council 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

H.2 [2015-2261](#)

Consider an ordinance annexing a 7.72 acre tract of land located at the southwest corner of the intersection of Greenlawn Blvd. and W. Pflugerville Pkwy. (First Reading)*

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

A motion was made by Councilmember Leffingwell, 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

A motion was made by Councilmember Morgan, seconded by Councilmember Moman, that Council 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

H.3 [2015-2260](#)

Consider public testimony regarding and an ordinance approving original zoning to the MF-2 (Multi-family medium density) zoning district for 7.72 acres located at the southwest corner of the intersection of Greenlawn Blvd. and W. Pflugerville Parkway. (First Reading)*

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

Mayor McGraw opened the hearing for public testimony. There being none the public hearing was closed.

A motion was made by Mayor Pro-Tem White, 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

A motion was made by Councilmember Morgan, seconded by Councilmember Leffingwell, that Council 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

H.4 [2015-2250](#)

Consider public testimony regarding and an ordinance rezoning a 17.56 acre tract of land located southwest of the intersection of Greenlawn Blvd. and W. Pflugerville Parkway from PUD (Planned Unit Development) No. 85 to MF-2 (Multifamily - medium density) district. (First Reading)*

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

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

A motion was made by Councilmember Whitfield, 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

A motion was made by Councilmember Morgan, seconded by Mayor Pro-Tem White, that Council 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

H.5 [2015-2251](#)

Consider an ordinance re-adopting guidelines and criteria governing reinvestment zones and tax abatement agreements within the city limits or extraterritorial jurisdiction of the City of Round Rock. (First Reading)*

Brad Wiseman, Planning and Development Services 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

A motion was made by Councilmember Whitfield, seconded by Councilmember Moman, that Council 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 Moman
Councilmember Whitfield

Nay: 0

Absent: 1 - Councilmember Peckham

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

J.1 [2015-2334](#) Consider Executive Session as authorized by §551.072, Government Code, related to the contract for sale of the tract of land at 615 Palm Valley Blvd.

The Council recessed to executive session. Mayor McGraw called the session to order at 8:05 p.m. and adjourned it at 8:28 p.m.

J.2 [2015-2335](#) Consider Executive Session as authorized by §551.072, Government Code, related to the contract for the purchase of the Bradley tract described as Lot 1, of Bear Creek Place.

This item was pulled from the agenda.

ACTION RELATIVE TO EXECUTIVE SESSION:

K.1 [2015-2337](#) Consider possible action related to the contract for the sale of the tract of land located at 615 Palm Valley Blvd.

No action was taken on this item.

K.2 [2015-2336](#) Consider possible action related to the contract for the purchase of the Bradley tract described as Lot 1, of Bear Creek Place.

This item was pulled from the agenda and no action taken.

ADJOURNMENT

There being no further business the meeting adjourned at 8:28 p.m.

Respectfully Submitted,

Sara L. White
City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding the development of the Community Development Block Grant (CDBG) 2015-2016 Annual Action Plan.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Susan Morgan, Finance Director

Cost:

Indexes:

Attachments:

Department: Finance Department

Text of Legislative File 2015-2202

The Office of Community Development is requesting public testimony on the needs of the low to moderate income residents in Round Rock. Any comments received at this public hearing will be taken into consideration during the development of the 2015-2016 Annual Action Plan. The 2015-2016 Annual Action Plan is a component of the Consolidated Plan that is submitted for HUD each August, and also serves as the community's annual application for Community Development Block Grant (CDBG) funding. The Action Plan will detail the proposed community development programs and activities for the year, and explains how they address the priorities and goals expressed in the Consolidated Plan. The Annual Community Needs Assessment Public Hearings also have a significant role in shaping the Annual Action Plan.

The Code of Federal Regulations (CFR) 91.105 (e) requires that a Needs Assessment Public Hearing be held per year to obtain citizens' views on community needs for the preparation of an annual plan.

The Consolidated Plan is a five year plan required by the US Department of Housing and Urban Development (HUD) that serves as a strategy to address the needs of low and moderate income residents of Round Rock.

No action is required. This is a public hearing only.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute a real estate contract with Steven and Dyana Ploof for the purchase of property located at 1709 Cushing Park for the Gattis School Road Improvement Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$130,000.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2333

Portions of the property to be acquired will be necessary for the construction of widening to Gattis School Road. That project is not currently scheduled for construction, but the owners approached the city about the possibility of selling their entire property at the current WCAD appraised value.

Cost: \$130,000

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2333

WHEREAS, the City desires to purchase a tract of land described as Lot Eleven (11), Block A, Cushing Park, located at 1709 Cushing Street, for the construction of future improvements to Gattis School Road, and

WHEREAS, Steven S. Ploof and Dyana R. Ploof, the owners of the Property, have agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Steven S. Ploof and Dyana R. Ploof, for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 26th day of Mach, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

1709 Cushing Park Drive

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between STEVEN S. PLOOF and DYANA R. PLOOF, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Lot Eleven (11), Block A, CUSHING PARK, a subdivision in Williamson County, Texas according to the map or plat of record in Cabinet C, Slide 197, Plat Records of Williamson County, Texas;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE HUNDRED THIRTY THOUSAND and 00/100 Dollars (\$130,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before March 31st, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to City of Round Rock a duly executed and acknowledged Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "A" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the City of Round Rock, Texas, which date is indicated beneath the Purchaser's signature below.

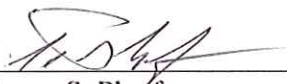
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

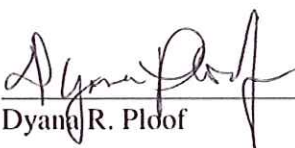
9.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that portions of the Property have been identified for proposed future Gattis School Road widening right of way which is shown on the current City of Round Rock Transportation Master Plan.

SELLER:



Steven S. Ploof

Address: 1709 Cushing Park
Round Rock, TX 78664



Dyan R. Ploof

Address: 1709 Cushing Park
Round Rock, TX 78664

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Address: 221 East Main St
Round Rock, Texas 78664

Date: _____



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an amended resolution authorizing the calling of the General Election for May 9, 2015.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Sara White, City Clerk

Cost: \$0.00

Indexes:

Attachments: Resolution

Department: City Clerk's Office

Text of Legislative File 2015-2356

Travis County requested that the City of Round Rock contract with Williamson County for our May 2015 General Election. This resolution simply amends the original election order to reflect the change and takes out all references to Travis County.

Staff recommends approval.

RESOLUTION NO. R-2015-2536

A RESOLUTION OF THE CITY OF ROUND ROCK, TEXAS, CALLING AN ELECTION FOR MAY 9, 2015 FOR THE PURPOSE OF ELECTING CERTAIN OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION.

STATE OF TEXAS	§	
	§	
COUNTIES OF TRAVIS	§	KNOW ALL BY THESE PRESENTS:
AND WILLIAMSON	§	
	§	
CITY OF ROUND ROCK	§	

WHEREAS, pursuant to the provisions of the Texas Election Code (as amended), other related statutes, and its Home Rule Charter, the City Council of the City of Round Rock, Texas, is authorized to order a city election for the purpose of electing Councilmember Place 3 and Councilmember Place 5; and

WHEREAS, on February 12, 2015, the City of Round Rock approved Resolution No. R-2015-2196 calling an election for May 9, 2015 for the purpose of electing certain officials; designating election precincts and polling places; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such elections; certifying provision of the required accessible voting systems at each polling place; and providing for other materials related to such election; and

WHEREAS, subsequent to the adoption of Resolution No. R-2015-2196, Williamson County agreed to perform all of election responsibilities designated to Travis County in Resolution No. R-2015-2196, requiring the approval of a new Resolution and Order of the Election.

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

Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.

Election Date. An election shall be held between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, May 9, 2015, in accordance with the attached Order of Election, which Order of

Election is labeled as Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Precincts and Polling Places. For voters in Williamson County and Travis County, the City hereby designates the election precincts and polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court for Election Day voting, and same are delineated on Exhibit "A" attached to the Order of Election and incorporated herein by reference for all purposes.

Election Judges. For voters in Williamson County and Travis County, the Williamson County Elections Administrator is conducting such election for the City pursuant to the terms of a Contract for Election Services. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Round Rock, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. For voters in Williamson County and Travis County, the City Council hereby appoints the Williamson County Elections Administrator as the City of Round Rock Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which applications for ballots by mail may be sent, for voters residing in Williamson County, is as follows:

Kay Eastes
Interim Williamson County Elections Administrator
Post Office Box 209
Georgetown, TX 78627

Applications for ballots by mail must be received not later than 5:00 p.m. on Friday, February 27, 2015.

Dates for Early Voting. Early voting shall commence on Monday, April 27, 2015 and continue through Tuesday, May 5, 2015, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. For voters in Williamson County and Travis County, early voting shall be conducted by personal appearance and by mail at the early voting polling places and temporary polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court for early voting, and same are delineated on Exhibit “B” attached to the Order of Election and incorporated herein by reference for all purposes.

Times for Early Voting. For voters in Williamson County and Travis County, during the period in which early voting is required or permitted by law, that being April 27, 2015 through May 5, 2015, the hours designated for early voting by personal appearance shall be designated in writing by the Williamson County Elections Administrator, and approved by the Williamson County Commissioners Court.

Section 4. EARLY VOTING BALLOT BOARD.

For voters in Williamson County and Travis County, an Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Williamson County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

For voters in Williamson County and Travis County, pursuant to the Texas Election Code and the applicable Contract for Election Services, the Williamson County Elections Administrator shall serve as the custodian of voted ballots, and the City Clerk of Round Rock, Texas shall be appointed as custodian of all other election records.

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007(c)(2) of the Texas Election Code, the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. on Friday, February 27, 2015.

Section 7. VOTERS.

All resident, qualified voters of the City shall be entitled to vote at the election.

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Friday, April 18, 2015 and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than April 9, 2015 or later than April 29, 2015.

Authorization to City Clerk. The City Clerk is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 9. VOTING DEVICES.

For voters in Williamson County and Travis County, pursuant to the Election Code and the applicable Contract for Election Services, the Williamson County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Williamson County Elections Administrator is currently using election systems and software certified by the Texas Secretary of State.

The Williamson County Elections Administrator may also utilize a central counting station as provided by Texas Election Code Section 127.000 *et seq.*, as amended.

The City Council of the City of Round Rock, Texas, finds as follows:

Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and effective means for voters with physical disabilities to cast a secret ballot. The Office of the Texas Secretary of State has certified that the DRE - Election Systems and Software iVotronic is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035, Texas Election Code, authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. For voters in Williamson County and for voters in Travis County, as chief elections officer for the City of Round Rock, the Williamson County Elections Administrator shall provide at least one DRE - Election Systems and Software iVotronic in each polling place at every polling location used to conduct any election. The DRE - Election Systems and Software iVotronic may be acquired by any legal means available to the City of Round Rock, including but not limited to lease or rental from Williamson County or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Round Rock's Home Rule Charter.

Section 11. ELECTION RESULTS.

For voters in Williamson County and Travis County, the Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 9, 2015.

The official canvass, tabulation and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

The provisions of this Resolution are severable; and in case any one or more of the provisions of this Resolution or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Resolution nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

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 in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

RESOLVED this 26th day of March, 2015.

ATTEST:

CITY OF ROUND ROCK, TEXAS

SARA L. WHITE, City Clerk

ALAN McGRAW, Mayor

EXHIBIT “A”

**ORDER OF ELECTION
CITY OF ROUND ROCK, TEXAS**

An election is hereby ordered to be held on Saturday, May 9, 2015 for the purpose of electing Councilmember Place 3 and Councilmember Place 5.

For voters in Williamson County and Travis County, early voting by personal appearance will be conducted at the locations designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court, all as are delineated on Exhibit “B” attached hereto and incorporated herein by reference for all purposes.

For voters in Williamson County, applications for ballots by mail shall be mailed to:

Kaye Eastes
Post Office Box 209
Georgetown, TX 78627

For voters in Travis County, applications for ballots by mail shall be mailed to:

Gail Fisher
5501 Airport Road
Austin, TX 78751

Applications for ballot by mail must be received no later than 5:00 pm on Friday, February 27, 2015.

Issued this 12th day of February 2015.

ALAN McGRAW, Mayor
City of Round Rock, Texas

EXHIBIT “A”
(ANEXO “A”)

ELECTION DAY PRECINCTS AND POLLING PLACES

EXHIBIT “B”
(Anexo “B”)

EARLY VOTING LOCATIONS, DATES AND TIMES
(LUGARES, FECHAS Y HORARIOS DE VOTACIÓN ANTICIPADA)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with K. Friese & Associates, Inc. for Drainage, Ponding and Erosion Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/26/2015

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

Cost: \$100,000.00

Indexes: 2014 Drainage Revenue Bonds

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2307

In May of 2014, the Stormwater/Drainage Master Plan was completed. As a result of this plan, numerous Capital Improvement Projects were proposed, many of which were erosion problems due to upstream development. In addition to the projects identified in the Master Plan, additional erosion issues that are threatening channel banks, public utilities, and/or private property throughout the City are discovered on a regular basis. As many of these are small in scope, but urgent in status, City staff would like to execute a Work Authorization Contract with a consultant which should be the most efficient and effective way to handle these issues as they arise.

The City has previously contracted with K. Friese and Associates to design a solution for one of the most urgent projects, the Channel Erosion at Harvey Penick Drive project. Staff, citizens, and the Contractor were all satisfied by the work completed by K. Friese and Associates on this trial project.

City staff would like to now enter into this Work Authorization Contract with K. Friese and Associates for \$100,000. This contract will be utilized to create a Work Authorization for each project that is necessary. The amount of each Work Authorization will be subtracted from the \$100,000 contract amount.

Cost: \$100,000

Source of Funds: 2014 Drainage Revenue Bonds

Staff recommends approval.

RESOLUTION NO. R-2015-2307

WHEREAS, the City of Round Rock desires to retain engineering services for drainage, ponding and erosion; and

WHEREAS, K Friese & Associates, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with K Friese & Associates, 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 K Friese & Associates, Inc. for Drainage, Ponding and Erosion Work Authorization, 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 March, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT

"A"

CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES FOR DRAINAGE, PONDING AND EROSION WORK AUTHORIZATION

FIRM: K FRIESE & ASSOCIATES, INC. ("Engineer")
ADDRESS: 1120 S. Capital of Texas Highway, CityView 2, Suite 100, Austin, TX 78746

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into to be effective on _____, 2015 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 a Work Schedule to be agreed upon between City and Engineer as part of the Work Authorization provided in Article 7 herein, "Work Authorization." Such Work Schedule shall contain a complete schedule so that the Engineering Services included in the Work Authorization 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.** This Agreement shall be from the date hereof and shall terminate at the close of business on the 31st day of the month of March, 2016, or as otherwise terminated as provided in Article 20 entitled "Termination." 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 the services 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) Work Authorization. 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 all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit C. Payment of monies due for the Engineer's subconsultant's services, if any, shall be based on the actual amount billed to the Engineer by the subconsultant.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

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 a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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 Engineering Services 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
WORK AUTHORIZATION

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

ARTICLE 8
PROJECT TEAM

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

Lance Shellenberger
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6609
Fax Number (512) 218-5536
Email Address lshellenberger@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:

Joseph Skidmore, P.E.
Project Manager
1120 S. Capital of Texas Highway, City View 2, Suite 100
Austin, TX 78746
Telephone Number (512) 338-1704
Fax Number (512) 338-1784
Email Address jskidmore@kfriese.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 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.

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 Contract. 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 any 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 infrastructure or facilities for which said work and documents were prepared, 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 infrastructure or facilities for which said work and documents were prepared.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of Engineer. However, City shall be permitted to authorize a 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 work for the City. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes 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 agreement 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 Engineer's Instruments of Service by other engineers subsequent to the completion and delivery of the Instruments of Service to the City. 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 this Contract 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. 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 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 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract has been satisfactorily 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a 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 D 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 this Contract, 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:

Joseph Skidmore, P.E.
Project Manager
1120 S. Capital of Texas Highway, City View 2, Suite 100
Austin, TX 78746

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

K FRIESE & ASSOCIATES, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock (City) will provide the following information and other assistance to K Friese & Associates, Inc. (Engineer) that the City deems appropriate and necessary.

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer, and timely provision of comments, if any, to the Engineer resulting from said reviews.
4. A Work Authorization showing the services desired by the City to be signed by representatives of both the City and the Engineer; and if the City determines in its sole discretion to proceed, a subsequent written Notice to Proceed to the Engineer for the Work Authorization.

EXHIBIT B

Engineering Services

GENERAL DESCRIPTION

The Contract for which this Exhibit B is a part is for K Friese & Associates, Inc. (KFA) to perform engineering services in order to analyze, design improvements, and/or otherwise make recommendations for existing drainage, ponding and erosion problems various locations in the City of Round Rock (City).

Services desired by the City will be requested and accounted for via a "Work Authorization" system. When certain services of the Engineer are desired by City staff, a separate Work Authorization enumerating the services, the cost of the services and the Work Schedule for the services will be acknowledged and accepted by signature by representatives of both the City and Engineer; and, if the City in its sole discretion decides to proceed with such acknowledged and accepted Work Authorization, a separate written Notice to Proceed shall be issued by a representative of the City authorizing the Engineer to commence with the services shown in such Work Authorization. A Sample Work Authorization form is included on the last page of this Exhibit B.

The services shown below in "Scope of Services" are representative of the types of services contemplated under the Contract; but it is not considered an exhaustive list of all engineering services that are possible under the Contract.

SCOPE OF SERVICES

PROJECT MANAGEMENT

- Project Management/Administration – This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other general management activities associated with a particular Work Authorization.
- Project Meetings and Status Reports – KFA will attend meetings with the City to review progress and upcoming work as needed and issue meeting minutes. KFA will also submit status reports to the City at agreed upon intervals documenting progress, budget, and schedule.

PRELIMINARY ENGINEERING

- Data Acquisition – This task will include a site visit to obtain rough field measurements and the collection of various data such as existing plans, models, LiDAR contour data and easement documents.
- Preliminary Design – KFA will develop and review the design solution alternatives with the City. KFA will use the information found during Data Acquisition in order to examine the feasibility of each alternative and to present the City with recommendations.

- Hydrologic Analysis – KFA will perform a hydrologic analysis as needed to assess flows at the area in question. The rational method, regression equations, or the Natural Resources Conservation Service's (NRCS) TR-55 Unit Hydrograph Method will be used as appropriate. Hydrologic analysis will be coordinated with the Upper Brushy Creek Water Control and Improvement District (UBCWCID) watershed modeling, where appropriate.
- Hydraulic Analysis – KFA will perform an existing and proposed hydraulic analysis for the area in question. The Mannings equation, USACE Hydrologic Engineering Center – River Analysis System (HEC-RAS) program or other software and methodologies will be used to perform the analysis as appropriate.
- Preliminary Design Report – The Preliminary Design will be documented in a written report that will include:
 - Description of the problem
 - Method of analysis
 - Description of Existing Conditions
 - Description of Proposed Design Alternatives
 - Engineer's Estimate of Probable Construction Cost for each option
- Deliverables – An electronic copy of the Preliminary Design Report will be submitted in a format acceptable to the City.

DESIGN SERVICES

- Plans Preparation – KFA will further refine the selected alternatives based on feedback and comments provided by the City. In addition, any updates to the hydraulic modeling will be incorporated into the plans as they progress towards the 100% PS&E.
- Technical Specifications – Technical Specifications will be based on the City's Standard Specifications and be supplemented where necessary. This scope of services includes preparation of a City Bid Form and Technical Specifications Amendments to be included in a standard Project Manual, but does not include preparation of an entire Project Manual.
- Submittal Preparation – KFA will prepare electronic copies of the Plans Preparations for the interim and 100% PS&E submittal. For the 100% submittal, this shall include a copy of any hydrologic and hydraulic modeling along with any spreadsheets used in the preparation of the technical analysis.
- Engineer's Estimate of Probable Construction Costs – Upon completion of design an Engineer's Estimate of Probable Construction Costs will be developed and included with the final submittal package.

- QA/QC of Contract Documents – KFA will conduct full Project Design Team technical reviews prior to each submittal for both the Preliminary Design and Design Phase services.
- Final Design Report – KFA will incorporate the final plans design into the Preliminary Design Report.
- Deliverables – Deliverables will include 1 original plus 3 copies of the construction plans, produced on 22" x 34" sheets, three sets of technical specification amendments, and the Engineer's Estimate.

BID AND CONSTRUCTION SERVICES

- Bid Award, and Pre-Construction Conference – The Engineer will attend meetings as-needed through pre-bid, bid-award and pre-construction.
- Construction Observation & Submittal Review – Site visits will be conducted on an as needed basis during construction and one following construction. The purpose of these visits will be to verify that the construction/restoration is in general conformance with the plans and specifications. The Engineer will also review contractor submittals, as necessary.
- Record Drawings – Following completion of construction The Engineer will incorporate field modifications and provide Record Drawings in an electronic format as specified by the City.

KEY PERSONNEL

A summary of the key personnel that will be primarily working under this contract is included in the table below. The table also includes the staff's rate category which corresponds to the Billing Rate Schedule included in Exhibit C. This list is not intended to be all inclusive and may be modified based of KFA staffing needs.

Name	Category
Karen Friese, P.E.	Principal
Joseph Skidmore, P.E.	Project Manager/Senior Eng II
Charlotte Gilpin, P.E.	Senior Engineer
Tara Alexander, P.E.	Senior Engineer
Florian Baltoi, P.E.	Senior Engineer
Joseph Goessling, P.E.	Project Engineer
Travis Kaatz	Engineer in Training
Johnny Sullivan	Engineer in Training
Robert Kaylor	CADD Technician
Elizabeth Turner	Administrative Assistance
Bill Broughton	Administrative Assistance
Morgan Doby	Administrative Assistance

CITY OF ROUND ROCK CONTRACT FOR EROSION MITIGATION SERVICES

WORK AUTHORIZATION NO. ____

(PROJECT NAME)

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Contract for Professional Services made the _____ day of _____, 20____ by and between the City of Round Rock, Texas and K Friese and Associates, Inc. (the "Engineer"), hereinafter referred to as the Contract.

PART 1. The ENGINEER will perform the engineering services as shown in the Exhibit B, "Services to be Provided by the Engineer" consistent with Exhibit C, "Rate Schedule" in the Contract. The Engineer will perform the services in the "Scope of Services" in Attachment B of this Work Authorization.

PART 2. The maximum amount payable by the City to the Engineer for the Engineer's completion of the services in the Scope of Services attached to this Work Authorization is \$_____. The amount paid by the City to the Engineer will be based on Exhibit C "Rate Schedule" in the Contract. Any specific details regarding the Engineer's personnel and hours to be dedicated to accomplishing the services under this Work Authorization shall be shown in "Fee Estimate" in Attachment C of this Work Authorization.

PART 3. The Engineer will perform the "Scope of Engineering Services" (Attachment B of this Work Authorization) in accordance with the "Work Schedule" Attachment D of this Work Authorization. The date of Notice to Proceed issued by the City to the Engineer for this Work Authorization shall be the start date in determining compliance with the Work.

PART 4. This Work Authorization does not waive the City's or Engineer's responsibilities and obligations provided under the Contract.

PART 5. This Work Authorization shall become effective upon acknowledgement and acceptance by signatures of both parties below, and upon issuance of a written Notice to Proceed for this Work Authorization issued by the City to the Engineer.

ACKNOWLEDGED AND ACCEPTED BY:

CITY OF ROUND ROCK, TEXAS:

ENGINEER:

K FRIESE & ASSOCIATES, INC.

BY: _____

City Finance

DATE: _____

BY: _____

KFA Principal

DATE: _____

BY: _____

City, Director of Utilities & Environmental Services

DATE: _____

LIST OF ATTACHMENTS: Attachment A Services to be Provided by the City
Attachment B Scope of Engineering Services
Attachment C Fee Estimate
Attachment D Work Schedule

EXHIBIT C

Fee Schedule

Attached Behind This Page

K FRIESE & ASSOCIATES, INC.

2015 BILLING RATE SCHEDULE
City of Round Rock

Billing Rates

Personnel labor is billed at the following hourly rates:

Rate Category

Principal	\$ 200.00
Project Manager/Senior Eng II	\$ 190.00
Senior Engineer	\$ 140.00
Project Engineer	\$ 105.00
Engineer in Training	\$ 95.00
CADD Technician	\$ 85.00
Administrative Assistance	\$ 60.00

Travel and Subsistence

Company vehicle mileage charges are invoiced at the current rate/mile issued by the IRS.

Reimbursable Costs

Reimbursable costs include "out of pocket" expenses, the cost of which shall be charged at actual costs plus any administrative charge, as described in the contract, and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, and printing and reproduction costs. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, etc., an additional direct charge shall be made for the use of this equipment.

Note: Billing Rates are subject to adjustments annually in January of each year.

EXHIBIT D

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2014

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).

PRODUCER Marsh Sponsored Programs a service of Seabury & Smith, Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-338-1391	FAX (A/C, No): 888-621-3173
INSURED K Friese & Associates, Inc. Ms. Karen Friese 1120 S.Capital of Texas #100 Austin, TX 78746	E-MAIL ADDRESS: acecclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Beazley Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 37540		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPOP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			V14A3F150201	01/01/2015	01/01/2016	Claim \$2,000,000
	Deductible \$50,000						Aggregate \$2,000,000

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

FOR PROPOSAL PURPOSES

CERTIFICATE HOLDER **CANCELLATION**

K Friese & Associates, Inc. The Setting II, Ste 100 1120 S.Capital of Texas #100 Austin, TX 78746	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 <i>Jeff Connelly</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2014

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).

PRODUCER Marsh Sponsored Programs a service of Seabury & Smith, Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	CONTACT NAME: PHONE (A/C No. Ext): 800-338-1391 FAX (A/C No.): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED K Friese & Associates, Inc. Ms. Karen Friese 1120 S.Capital of Texas #100 Austin, TX 78746	INSURER A: Hartford Accident & Indemnity Co	22357
	INSURER B: Twin City Fire Insurance Co	29459
	INSURER C: Sentinel Insurance Company, Limited	11000
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			84SBWVM8359 Prof. Liab. Excl.	01/01/2015	01/01/2016	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 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84UEGAR7037	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DEO RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WBGBJ1571	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) FOR PROPOSAL PURPOSES ONLY.

CERTIFICATE HOLDER

CANCELLATION

K Friese & Associates, Inc. The Setting II, Ste 100 1120 S.Capital of Texas #100 Austin, TX 78746	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 <i>Jeff Connelly</i>

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City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute a Consent to Assignment to the Williamson County Regional Raw Water Line Agreement regarding Chisholm Trail Special Utility District's assignment to the City of Georgetown.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/26/2015

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

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2015-2353

In the mid 1980's, the Cities of Round Rock and Georgetown, along with Jonah Water Special Utility District (SUD) obtained water rights in Lake Stillhouse Hollow from the Brazos River Authority (BRA). On July 9, 1986, a Williamson County Regional Raw Water Line Agreement was created between the BRA, the City of Georgetown, the City of Round Rock, and the Jonah Water SUD that determined capacity ownership in a water line that would be constructed in the near future from Lake Stillhouse Hollow to Lake Georgetown. The Agreement was amended on January 9, 1997 to allow the Brushy Creek Municipal Utility District (MUD) and then again on March 15, 1999 to allow the Chisholm Trail SUD to become participants in the Agreement.

In October of 2014, Jonah SUD and the BRA requested that the permanent assignment of Jonah's rights be assigned to the City of Georgetown. The City of Round Rock agreed to this request via Council Approval on October 24, 2014. Chisholm Trail SUD has now requested, and the BRA has agreed, to the permanent assignment of Chisholm Trail's rights under the Multiple Agreements of the City of Georgetown. In consideration of the foregoing and the mutual promises contained herein, BRA and Participants agree as follows:

- Chisholm Trail SUD hereby assigns all of its rights under the Agreements to the City of Georgetown.
- City of Georgetown hereby assumes all obligations and responsibilities of Chisholm Trail SUD.

- Chisholm Trail SUD shall be excused from performance of all obligations and responsibilities assumed by the City of Georgetown upon the Effective Date of this Assignment.
- All provisions of the Multiple Agreements shall remain in full force and effect between BRA, City of Georgetown, City of Round Rock, and Brushy Creek MUD.

Staff recommends approval.

RESOLUTION NO. R-2015-2353

WHEREAS, Brazos River Authority, City of Georgetown, City of Round Rock, and Jonah Water Special Utility District (collectively, “Participants”) have previously entered into a Williamson County Regional Raw Water Line Agreement (“Agreement”); and

WHEREAS, the Agreement was amended on October 1, 1998 and on March 15, 1999 (collectively, “Multiple Agreements”) to allow Brushy Creek Municipal Utility District and Chisholm Trail Special Utility District, respectfully, to become participants in the Agreement; and

WHEREAS, on November 13, 2014, the City of Round Rock (“City”) agreed to the permanent assignment of Jonah Water Special Utility District’s rights under the Multiple Agreements to the City of Georgetown; and

WHEREAS, Chisholm Trail Special Utility District has now requested, and Brazos River Authority has agreed, to the permanent assignment of Chisholm Trail Special Utility District’s rights under the Multiple Agreements to the City of Georgetown, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the Consent to Assignment to the Williamson County Regional Raw Water Line Agreement with Brazos River Authority, City of Georgetown, City of Round Rock, Brushy Creek Municipal Utility District, and Chisholm Trail Special Utility District, a copy of said assignment 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 March, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CONSENT TO ASSIGNMENT TO THE WILLIAMSON COUNTY REGIONAL RAW WATER LINE AGREEMENT

This Consent to Assignment of the Williamson County Regional Raw Water Line Agreement ("Assignment") is entered into this ____ day of _____, 2014 ("Effective Date"), by and between the Brazos River Authority, a river authority of the State of Texas ("BRA"), City of Georgetown ("Georgetown"), City of Round Rock ("Round Rock"), Brushy Creek Municipal Utility District ("Brushy Creek"), and Chisholm Trail Special Utility District ("Chisholm").

RECITALS

WHEREAS, BRA and Georgetown, Round Rock and Jonah Water Supply Corporation (collectively, "Participants") entered into the "Williamson County Regional Raw Water Line Agreement between Brazos River Authority and City of Georgetown, City of Round Rock and Jonah Water Supply Corporation" ("Base Agreement") on July 9, 1986. Underlying the Base Agreement are raw water contracts between BRA and Participants respectively; and

WHEREAS, the Base Agreement was first amended on January 9, 1997; and

WHEREAS, Brushy Creek became a Participant in the Base Agreement by entering into a participation agreement dated October 1, 1998 ("Brushy Creek Participation Agreement"); and

WHEREAS, Chisholm became a Participant in the Base Agreement by entering into a participation agreement dated March 15, 1999 ("Chisholm Trail Participation Agreement"); and

WHEREAS, a second amendment to the Base Agreement, effective March 23, 1999, which among other modifications, replaced "Jonah Water Supply Corporation" with "Jonah Water Special Utility District"; and

WHEREAS, the Base Agreement, Brushy Creek Participation Agreement and Chisholm Trail Participation Agreement (collectively, "Multiple Agreements") were all amended by the "Supplemental Agreement Respecting Williamson County Raw Water Line" and effective on May 20, 1999, whereby the Texas Water Development Board was allowed to participate in the Williamson County Regional Raw Water Line; and

WHEREAS, the Multiple Agreements were amended on April 17, 2000, by an agreement titled "Amendment of Agreements Respecting Construction and Operations of Williamson County Raw Water Line", whereby Subsection 5(b) of the Base Agreement and Subsection 6(b) of both the Brushy Creek Participation Agreement and the Chisholm Trail Participation Agreement were all modified; and

WHEREAS, a third amendment to the Multiple Agreements was entered into on October 30, 2006, to clarify ambiguous definitions contained within the Multiple Agreements; and

WHEREAS, Jonah Water Special Utility District assigned all of their rights under the Multiple Agreement to Georgetown on October 24, 2014; and

WHEREAS, Chisholm and Georgetown closed on the conveyance of Chisholm's assets and liabilities to Georgetown on September 12, 2014, as contemplated by the Asset Transfer and Utility System Consolidation Agreement by and between Chisholm and Georgetown ("Assignment and Assumption Agreement"), as amended, and Georgetown requests and BRA has agreed to confirm the permanent assignment of Chisholm's rights under the Multiple Agreements to Georgetown.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, BRA and Participants agree as follows:

AGREEMENT

1. To the extent not already assigned by the Assignment and Assumption Agreement, Chisholm hereby assigns all of its rights under the Multiple Agreements to Georgetown, as contemplated under Section 12(s) of the Chisholm Trail Participation Agreement.
2. To the extent not already assumed pursuant to the Assignment and Assumption Agreement, Georgetown hereby assumes all obligations, responsibilities and liabilities of Chisholm under the Multiple Agreements.
3. Chisholm shall be excused from performance of all obligations, responsibilities and liabilities under the Multiple Agreements.
4. All provisions of the Multiple Agreements shall remain in full force and effect between BRA, Georgetown, Round Rock and Brushy Creek.

MULTIPLE COUNTERPARTS

Circulation of counterparts of this Assignment to the Multiple Agreements to obtain the signatures of all Participants on the same copies hereof would be inconvenient and result in delay. Therefore, this Assignment to the Multiple Agreements has been prepared in multiple copies with two copies being prepared for signature on behalf of BRA, on the one hand, and on behalf of each Participant, alone, on the other hand. When all copies have been signed on behalf of BRA and each of the copies prepared for the signature of each Participant have been signed by such Participant, BRA shall give written notice of such fact to all Participants and this Assignment to the Multiple Agreements shall thereupon become effective. BRA shall retain possession of one copy

of this Assignment to the Multiple Agreements executed by it on the one hand and each Participant on the other hand. Each Participant shall receive possession of one copy executed by the Authority on the one hand and by it on the other hand. This Assignment to the Multiple Agreements, when it becomes effective, shall be binding on BRA and all Participants and subjects to enforcement by any party against any other.

This Assignment shall be deemed a part of the Multiple Agreements and shall be binding on all of the parties. Except as provided herein, the terms and conditions of the Multiple Agreements and all amendments, if any, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

By: _____

PHIL FORD

Title: **GENERAL MANAGER/CEO**

ATTEST:

CITY OF GEORGETOWN

By: _____

Title:

ATTEST:

CITY OF ROUND ROCK

By: _____

Title:

ATTEST:

**BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT**

By: _____

Title:

ATTEST:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____

Title:

ATTEST:



Date: 3/11/2015



WILLIAMSON COUNTY REGIONAL RAW WATER LINE AGREEMENT





City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance annexing 2.27 acres located southeast of the intersection of Louis Henna Blvd. and AW Grimes Boulevard. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Brad Wiseman, AICP, Director of Planning and Development Services

Cost:

Indexes:

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

Department: Planning and Development Services Department

Text of Legislative File 2015-2338

The property owner has requested voluntary annexation by the City. An original zoning to the C-1a (General Commercial - Limited) zoning district is being considered as a separate agenda item. Water and wastewater services are available to the property.

Staff recommends approval.

ORDINANCE NO. O-2015-2338

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 2.27 ACRES OF LAND, OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a 2.27 acre tract of land out of the Memucan Hunt Survey, Abstract No. 314, in Williamson County (the "Property"), more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and

WHEREAS, the petition for annexation is attached as Exhibit "B" hereto and incorporated herein for all purposes, and

WHEREAS, the petition was filed more than five (5) days and less than thirty (30) days before the City Council heard the petition and the arguments for and against the annexation, and

WHEREAS, the Property is (1) one-half mile or less in width; (2) contiguous to the City; and (3) vacant and without residents, or on which less than three (3) qualified voters reside, and

WHEREAS, the City Council has determined that all requirements of Section 43.028, Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation, Now Therefore

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

II.

That the City Council has heard the arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the property described in Exhibit "A" attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

IV.

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

VI.

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after its passage.

VIII.

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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 _____, 2015.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2015.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Exhibit "A" – Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 2.2746 ACRES (99,081 SQUARE FEET) OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 2.281 ACRE TRACT CONVEYED TO ROCK & ROE, L.L.C., AND RECORDED IN DOCUMENT #2014069358 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 2.2746 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203); ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000116194112):

BEGINNING, at a 1/2-inch iron rod found in the southeast right-of-way line of Roundville Lane (described as a 50' private road easement in Volume 1125, Page 369 of the Deed Records of Williamson County, Texas [D.R.W.C.T.]), and being the west corner of a called 7.50 acre tract conveyed to Jack W. Lee, Jr., and recorded in Volume 583, Page 259 (D.R.W.C.T.), and being the most northerly corner of said Rock & Roe tract, for the most northerly corner and **POINT OF BEGINNING** hereof;


THENCE, with the southwest line of said Lee tract and the northeast line of said Rock & Roe tract, **S54°06'06"E**, a distance of **199.90** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the most northerly corner of Lot 1, Block "A" of O'Reilly Subdivision, recorded in Cabinet GG, Slides 276-277 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), and being the northeast corner of said Rock & Roe tract, from which a 1/2-inch iron rod found in the northwest line of a called 10.00 acre tract conveyed to Judith L. Davis, and recorded in Document #2008059288 (O.P.R.W.C.T.), said 10.00 acre tract described by metes and bounds in Volume 583, Page 255 (D.R.W.C.T.), and being the northeast corner of said Lot 1, and being the south corner of said Lee tract bears, **S54°06'06"E**, a distance of 199.95 feet;

THENCE, with the common line of said Lot 1 and said Rock & Roe tract, and in part with the northeast right-of-way line of South A.W. Grimes Boulevard (a.k.a. County Road 170, right-of-way varies), **S66°27'49"W**, a distance of **576.31** feet to a mag nail with "Ward-5811" washer set for the most southerly corner hereof, said point being a corner in the northeast right-of-way line of said South A.W. Grimes Boulevard, and being the southeast corner of a called 0.053 acre tract (described as Tract 03) conveyed to Williamson County, Texas, for right-of-way purposes, and recorded in Document #2012023828 (O.P.R.W.C.T.), and being the most southerly corner of said Rock & Roe tract;

THENCE, with the northeast right-of-way line of said South A.W. Grimes Boulevard, and with the common line of said 0.053 acre right-of-way tract and said Rock & Roe tract, the following two (2) courses and distances:

- 1) **N54°29'01"W**, a distance of **39.06** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and
- 2) **N53°12'44"W**, a distance of **159.70** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the most westerly corner hereof, said point being at the intersection of the northeast right-of-way line of said South A.W. Grimes Boulevard with the southeast right-of-way line of said Roundville Lane, and being the common north corner of said 0.053 acre right-of-way tract and said Rock & Roe tract;

THENCE, with the southeast right-of-way line of said Roundville Lane and the northwest line of said Rock & Roe tract, **N66°28'37"E**, a distance of **573.81** feet to the **POINT OF BEGINNING**, and containing 2.2746 Acres (99,081 Square Feet) more or less.


Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

12-12-14



“B”

ANNEXATION OR CITY LIMITS EXTENSION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ROUND ROCK, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Round Rock, Texas, the property described in Exhibit "A", attached hereto and made a part hereof.

We hereby certify, under oath, that:

WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No. 2014069358, Official Public Records of Williamson County, or in Volume — Page —, Deed Records of Williamson County.

Mr. J. C. Lock

Owner(s)

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by
Mark and Roetta Rock this 5th day of March, 20 15, A.D.



Loren L Rock
Notary Public, State of Texas

ACKNOWLEDGMENT (INDIVIDUAL)

This instrument was acknowledged before me on the ____ day of _____, 20__, by

Notary Public, State of Texas



C-1

Roundville Ln (private road)

Subject Tract
2.27 ac.

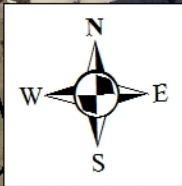
C-1a

S AW Grimes Blvd

ETJ

PUD

ETJ



Roundville Ln (private road)

Subject Tract
2.27 ac.

SAW Grimes Blvd



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider public testimony regarding and an ordinance zoning 2.27 acres located southwest of Louis Henna Blvd. and AW Grimes to the C-1a (General Commercial - Limited) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director: Brad Wiseman, AICP, Director of Planning and Development Services

Cost:

Indexes:

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

Department: Planning and Development Services Department

Text of Legislative File 2015-2339

The property is designated for commercial land use in the General Plan. It is currently located in the ETJ. The owner has an office on the rear of the property and intends to develop a commercial use on front of the property, along A.W. Grimes Boulevard.

The C-1a zoning district allows a variety of retail sales and service uses, offices, restaurants, and other uses. Uses not allowed in the district include pawn shops, mini-storage, tattoo parlors, auto body and paint shops, and vehicle sales. The design standards include masonry exterior finish, articulation, architectural offsets, and screening.

The Planning and Zoning Commission voted 9-0 to recommend approval of the original zoning.

Staff recommends approval.

ORDINANCE NO. O-2015-2339

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 2.27 ACRES OF LAND OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS DISTRICT C-1A (GENERAL COMMERCIAL - LIMITED); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has recently annexed 2.27 acres of land out of the Memucan Hunt Survey, Abstract No. 314 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" (the "Property"), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 18th day of February, 2015, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be originally zoned as District C-1a (General Commercial - Limited), and

WHEREAS, on the 26th day of March, 2015, after proper notification, the City Council held a public hearing on the proposed original zoning, and

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 46-92 and Section 46-132, Code of

Ordinances (2010 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this original zoning:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for existing uses that are and would be permitted by District C-1a (General Commercial - Limited); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the existing uses in District C-1a (General Commercial - Limited).

II.

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District C-1a (General Commercial - Limited).

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 _____, 2015.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2015.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



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Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Exhibit "A" – Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 2.2746 ACRES (99,081 SQUARE FEET) OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 2.281 ACRE TRACT CONVEYED TO ROCK & ROE, L.L.C., AND RECORDED IN DOCUMENT #2014069358 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 2.2746 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203); ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000116194112):

BEGINNING, at a 1/2-inch iron rod found in the southeast right-of-way line of Roundville Lane (described as a 50' private road easement in Volume 1125, Page 369 of the Deed Records of Williamson County, Texas [D.R.W.C.T.]), and being the west corner of a called 7.50 acre tract conveyed to Jack W. Lee, Jr., and recorded in Volume 583, Page 259 (D.R.W.C.T.), and being the most northerly corner of said Rock & Roe tract, for the most northerly corner and **POINT OF BEGINNING** hereof;


THENCE, with the southwest line of said Lee tract and the northeast line of said Rock & Roe tract, **S54°06'06"E**, a distance of **199.90** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the most northerly corner of Lot 1, Block "A" of O'Reilly Subdivision, recorded in Cabinet GG, Slides 276-277 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), and being the northeast corner of said Rock & Roe tract, from which a 1/2-inch iron rod found in the northwest line of a called 10.00 acre tract conveyed to Judith L. Davis, and recorded in Document #2008059288 (O.P.R.W.C.T.), said 10.00 acre tract described by metes and bounds in Volume 583, Page 255 (D.R.W.C.T.), and being the northeast corner of said Lot 1, and being the south corner of said Lee tract bears, **S54°06'06"E**, a distance of 199.95 feet;

THENCE, with the common line of said Lot 1 and said Rock & Roe tract, and in part with the northeast right-of-way line of South A.W. Grimes Boulevard (a.k.a. County Road 170, right-of-way varies), **S66°27'49"W**, a distance of **576.31** feet to a mag nail with "Ward-5811" washer set for the most southerly corner hereof, said point being a corner in the northeast right-of-way line of said South A.W. Grimes Boulevard, and being the southeast corner of a called 0.053 acre tract (described as Tract 03) conveyed to Williamson County, Texas, for right-of-way purposes, and recorded in Document #2012023828 (O.P.R.W.C.T.), and being the most southerly corner of said Rock & Roe tract;

THENCE, with the northeast right-of-way line of said South A.W. Grimes Boulevard, and with the common line of said 0.053 acre right-of-way tract and said Rock & Roe tract, the following two (2) courses and distances:

- 1) **N54°29'01"W**, a distance of **39.06** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and
- 2) **N53°12'44"W**, a distance of **159.70** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the most westerly corner hereof, said point being at the intersection of the northeast right-of-way line of said South A.W. Grimes Boulevard with the southeast right-of-way line of said Roundville Lane, and being the common north corner of said 0.053 acre right-of-way tract and said Rock & Roe tract;

THENCE, with the southeast right-of-way line of said Roundville Lane and the northwest line of said Rock & Roe tract, **N66°28'37"E**, a distance of **573.81** feet to the **POINT OF BEGINNING**, and containing 2.2746 Acres (99,081 Square Feet) more or less.


Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

12-12-14





C-1

Roundville Ln (private road)

Subject Tract
2.27 ac.

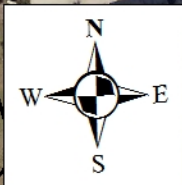
C-1a

S AW Grimes Blvd

ETJ

PUD

ETJ



Roundville Ln (private road)

Subject Tract
2.27 ac.

SAW Grimes Blvd



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the contract for sale of the tract of land at 615 Palm Valley Blvd.

Type: Executive Session

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2015-2334



City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Consider possible action related to the contract for the sale of the tract of land located at 615 Palm Valley Blvd.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 3/26/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2015-2337