



City of Round Rock

City Council

Meeting Agenda

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

Thursday, October 27, 2016

7:00 PM

City Council Chambers, 221 East Main St.

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. PRESENTATIONS:

- E.1 [2016-3858](#) [Consider a presentation recognizing the 2016 Local Legend Award recipients.](#)

F. CONSENT AGENDA:

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

- F.1 [2016-3887](#) [Consider approval of the minutes for the October 13, 2016 City Council meeting.](#)
- F.2 [2016-3831](#) [Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances \(2010 Edition\), amending speed zones on portions of U.S. 79. \(Second Reading\)](#)

- F.3 [2016-3832](#) [Consider an ordinance amending Chapter 42, Section 42-128, Code of Ordinances \(2010 Edition\), amending a school speed zone on a portion of FM 3406. \(Second Reading\)](#)
- F.4 [2016-3797](#) [Consider an ordinance adopting the 2015 Editions of the International Mechanical Code; International Fuel Gas Code; International Plumbing Code; International Building Code; International Existing Building Code; International Residential Code; International Energy Conservation Code; International Swimming Pool and Spa Code; International Green Construction Code; and International Fire Code. \(Second Reading\)](#)
- F.5 [2016-3846](#) [Consider an ordinance amending Chapter 44, Article VII, Code of Ordinances \(2010 Edition\), regarding Cross Connection Control and Prevention. \(Second Reading\)](#)
- F.6 [2016-3872](#) [Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Capital Metropolitan Transportation Authority regarding the Provision of Federal Transit Administration Section 5307 Program Funds for Fiscal Years 2017 and 2018.](#)
- F.7 [2016-3873](#) [Consider a resolution authorizing the Mayor to execute a Vendor Agreement with the Capital Area Council of Governments Area Agency on Aging regarding the Demand Response Bus Service for Fiscal Year 2017.](#)

G. RESOLUTIONS:

- G.1 [2016-3870](#) [Consider a resolution directing the Planning Director to prepare a service plan concerning the proposed annexation of tracts at Gattis School Road and Westview Drive \(Westview Annexation\).](#)
- G.2 [2016-3863](#) [Consider a resolution determining that John King Construction, LTD provides the best value for the City for the Fire Ball Grill Construction project at the Dell Diamond and authorizing the Mayor to execute a Standard Form of Agreement](#)
- G.3 [2016-3869](#) [Consider a resolution authorizing the Mayor to execute a First Amendment to the Wastewater Service Agreement with the City of Leander.](#)
- G.4 [2016-3875](#) [Consider a resolution authorizing the Mayor to execute a Contract for Purchase and Sale with Bobby C. Owen for the purchase of right-of-way necessary for the RM 620 Widening Project \(Parcel 18\).](#)
- G.5 [2016-3895](#) [Consider a resolution authorizing the Mayor to execute a Contract for Purchase and Sale with Beverly and Billy Ketchum for the purchase of right-of-way necessary for the RM 620 Widening Project \(Parcel 12\).](#)
- G.6 [2016-3897](#) [Consider a resolution in support of a Central Texas Regional Mobility Authority \(CTRMA\) project request.](#)

H. APPOINTMENTS:

- H.1 [2016-3888](#) [Consider confirming the City Manager's appointment of Robert Isbell as the Round Rock Fire Chief, effective December 12, 2016.](#)

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

- J.1 [2016-3867](#) [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to KR Acquisitions, LLC to locate a facility in the City.](#)

L. ADJOURNMENT

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

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

§551.071 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 21st day of October 2016 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation recognizing the 2016 Local Legend Award recipients.

Type: Presentation

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Brad Wiseman

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File 2016-3858

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

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

For the past several years, recipients have been selected by an HPC-appointed citizen committee. This year, the Committee included Kami Barron, Martha Chavez, Jesus Franco, Jennifer Henderson, Rufus Honeycutt, Dale Ricklefs, Audrey Simmons, and Tina Steiner. The Committee's selections were affirmed by the Historic Preservation Commission at their September 27, 2016 work session. Recipients of the Local Legend Award receive a certificate, are honored by the City Council, and their names are added to a perpetual plaque which includes all previous winners. HPC Chairperson Pamela Anderson will present the awards to this year's recipients.

Presentation Only



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the October 13, 2016 City Council meeting.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 101316 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2016-3887



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, October 13, 2016

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

The Round Rock City Council met in regular session on October 13, 2016 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:02 pm.

ROLL CALL

Present: 7 - Mayor Alan McGraw
Mayor Pro-Tem Craig Morgan
Councilmember Frank Leffingwell
Councilmember Rene Flores
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor McGraw, along with cub scout packs 145 and 565, led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

*Jerold Stratton spoke regarding the lowering of speed limits on Hwy 79.
Ken Wood spoke regarding temporary construction signs on his street.
Pat Cavanaugh spoke regarding his incident a few weeks ago.
Larry Domzalski spoke regarding the black box theatre.*

PROCLAMATIONS:

E.1 [2016-3851](#) Consider proclaiming October 22, 2016 as "Love the Rock Day" in the City of Round Rock.

APPROVAL OF MINUTES:

F.1 [2016-3852](#) Consider approval of the minutes for the September 22, 2016 City Council meeting.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

RESOLUTIONS:

G.1 [2016-3834](#)

Consider a resolution expressing official intent to reimburse cost of acquiring certain vehicles and equipment.

Susan Morgan, CFO, made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.2 [2016-3835](#)

Consider a resolution authorizing the City Manager to issue a purchase order to Siddons-Martin Emergency Group, LLC for the purchase of a Pierce 100' Aerial Platform truck for the fire department.

Billy Wusterhausen, Acting Fire Chief, made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.3 [2016-3777](#)

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

Chad McKenzie, Director of Sports Management and Tourism along with Nancy Yawn and staff from Arsenal made the presentation to the Council.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

G.4 [2016-3849](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Big House Sound, Inc. for the design, purchase, and installation of an audio system at the Dell Diamond.

Brian Stillman made the staff presentation to the City Council.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

G.5 [2016-3785](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with Cash Construction Co., Inc. for the Southwest Downtown District Infrastructure Improvements Phase 5A Project.

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.6 [2016-3813](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y, Inc. for the Old Settlers Blvd at AW Grimes Blvd West Bound Right Turn Lane Project.

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.7 [2016-3847](#)

Consider a resolution authorizing the Mayor to execute a Refuse Collection Contract Between the City and Central Texas Refuse, Inc. dba Round Rock Refuse.

This item was pulled from the agenda at the request of staff and will be considered at a later date.

ORDINANCES:

H.1 [2016-3846](#)

Consider an ordinance amending Chapter 44, Article VII, Code of Ordinances (2010 Edition), regarding Cross Connection Control and Prevention. (First Reading)*

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

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.2 [2016-3836](#)

Consider public testimony regarding, and an ordinance approving the rezoning from the AG (Agricultural) zoning district to the PUD (Planned Unit Development) No.108 zoning district, providing for single family detached housing on 31.54 acres located on the southeast corner of Redbud Lane and County Road 123. (First Reading)*

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

Mayor McGraw opened the hearing for public testimony.

Jacob Stevens spoke regarding the drainage issues.

Beverly Nord spoke regarding safety issues along CR123.

John Seeley spoke regarding traffic issues.

Jim Thompson spoke regarding traffic issues.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.3 [2016-3797](#)

Consider an ordinance adopting the 2015 Editions of the International Mechanical Code; International Fuel Gas Code; International Plumbing Code; International Building Code; International Existing Building Code; International Residential Code; International Energy Conservation Code; International Swimming Pool and Spa Code; International Green Construction Code; and International Fire Code. (First Reading)*

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

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.4 [2016-3831](#)

Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances (2010 Edition), amending speed zones on portions of U.S. 79. (First Reading)(Requires Two Readings)

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.5 [2016-3832](#)

Consider an ordinance amending Chapter 42, Section 42-128, Code of Ordinances (2010 Edition), amending a school speed zone on a portion of FM 3406. (First Reading)(Requires Two Readings)

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**EXECUTIVE SESSION:****J.1** [2016-3865](#)

Consider Executive Session as authorized by §551.071, Government Code, related to consultation with City Attorney regarding the application filed by the LCRA before the Public Utilities Commission (SOAH Docket No. 473-16-4342).

J.2 [2016-3866](#) Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property located at 416 and 420 N. Mays Streets, Round Rock, Texas.

J.3 [2016-3867](#) Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to KR Acquisitions, LLC locate a facility in the City.

The Council recessed to Executive Session. Mayor McGraw called the session to order at 8:48 p.m. and adjourned it at 9:59 p.m.

ADJOURNMENT

There being no further business, Mayor McGraw adjourned the meeting at 10:01 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances (2010 Edition), amending speed zones on portions of U.S. 79. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3831

FOR EASTBOUND TRAFFIC

Beginning at the intersection with IH 35 at milepoint 7.692 to 232 ft east of N. Mays Street at milepoint 7.333, a distance of 0.359 miles, a prima facie maximum speed limit of 35 miles per hour.

From 232 ft east of N. Mays Street at milepoint 7.333 to the intersection with FM 1460 (A.W. Grimes Boulevard) at milepoint 5.812, a distance of 1.521 miles, a prima facie maximum speed limit of 45 miles per hour.

Beginning at the intersection with FM 1460 (A.W. Grimes Boulevard) at milepoint 5.812 to 158 ft east of County Road 122 (Round Rock's east city limit) at milepoint 3.142, a distance of 2.670 miles, a prima facie maximum speed limit of 55 miles per hour.

FOR WESTBOUND TRAFFIC

From 158 ft east of County Road 122 (Round Rock's east city limit) at milepoint 3.142 to intersection with FM 1460 (A.W. Grimes Boulevard) at milepoint 5.812, a distance of 2.670 miles, a prima facie maximum speed limit of 55 miles per hour.

Beginning at the intersection with FM 1460 (A.W. Grimes Boulevard) at milepoint 5.812 to 232 ft east of N. Mays Street at milepoint 7.333, a distance of 1.521 miles, a prima facie maximum speed limit of 45 miles per hour.

From 232 ft east of N. Mays Street at milepoint 7.333 to the intersection with IH 35 at milepoint 7.692, a distance of 0.359 miles, a prima facie maximum speed limit of 35 miles per hour.

Staff recommends approval.

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK,
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WHEREAS, Section 545.356 of the Texas Transportation Code authorizes the governing body of a municipality to alter, by ordinance, prima facie speed limits pursuant to an engineering and traffic investigation, and

WHEREAS, a copy of said engineering and traffic study is attached hereto and incorporated herein for all purposes as Exhibit “A”, and

WHEREAS, the results of said engineering and traffic investigation indicate that certain speed zones on U.S. 79 (eastbound and westbound) from IH 35 to the eastern city limits, should be amended, Now Therefore

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

I.

That the speed zone on a portion of U.S. 79 designated in Chapter 42, Section 42-127(5), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 42-127. Specified speed limits.

(5) The maximum prima facie speed limit shall be 35 miles per hour along the following streets:

On	From	To	Ordinance Number
U.S. 79 eastbound	<u>IH 35 at Milepoint 7.782 7.692</u>	<u>232' east of N. Mays Street at Milepoint 7.333</u>	<u>2251, 9-25-1986</u>
U.S. 79 westbound	<u>232' east of N. Mays Street at Milepoint 7.333</u>	<u>IH 35 at Milepoint 7.782 7.692</u>	<u>2251, 9-25-1986</u>

II.

That the speed zone on a portion of U.S. 79 designated in Chapter 42, Section 42-127(7), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 42-127. Specified speed limits.

(7) The maximum prima facie speed limit shall be 45 miles per hour along the following streets:

On	From	To	Ordinance Number
U.S. 79 eastbound	<u>232' east of N. Mays Street at Milepoint 7.333</u>	<u>A.W. Grimes Boulevard at Milepoint 6.458 5.812</u>	<u>2251, 9-25-1986</u>
U.S. 79 westbound	<u>A.W. Grimes Boulevard at Milepoint 6.458 5.812</u>	<u>232' east of N. Mays Street at Milepoint 7.333</u>	<u>2251, 9-25-1986</u>

III.

That the speed zone on a portion of U.S. 79 designated in Chapter 42, Section 42-127(9), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 42-127. Specified speed limits.

(9) The maximum prima facie speed limit shall be 55 miles per hour along the following streets:

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On	From	To	Ordinance Number
U.S. 79 eastbound	<u>A.W. Grimes Boulevard at Milepoint 6.458 5.812</u>	<u>158' east of Red Bud Lane at East City Limit Milepoint 6.458 3.142</u>	<u>2251, 9-25-1986</u>
U.S. 79 westbound	<u>158' east of Red Bud Lane at East City Limit Milepoint 6.458 3.142</u>	<u>A.W. Grimes Boulevard at Milepoint 6.458 5.812</u>	<u>2251, 9-25-1986</u>

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IV.

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A. All ordinances, parts of ordinances, or resolutions in conflict herewith are

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expressly repealed.

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B. The invalidity of any section or provision of this ordinance shall not

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invalidate other sections or provisions thereof.

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C. The City Council hereby finds and declares that written notice of the date,

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hour, place and subject of the meeting at which this Ordinance was adopted was posted

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and that such meeting was open to the public as required by law at all times during

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which this Ordinance and the subject matter hereof were discussed, considered and

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formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas

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Government Code, as amended.

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READ and **APPROVED** on first reading this the ____ day of

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_____, 2016.

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READ, APPROVED and **ADOPTED** on second reading this the ____ day of

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_____, 2016.

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ALAN MCGRAW, Mayor
City of Round Rock, Texas

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ATTEST:

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SARA L. WHITE, City Clerk



RADAR MOTOR VEHICLE SPEED Field Tally Sheet

Form 1882
(Rev. 02/12)
Page 1 of 2

Date: 06/09/15 County: Williamson Hwy: US 79 Location: 150 ft East of Tellander Dr

Time (from): 9:35 (to): 10:25 Weather: Sunny, dry, clear

Surface type: Asphalt Surface condition: ☐ Wet or ☒ Dry / ☐ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES		M.P.H.
	Direction: WB		Direction: EB		Direction:	Direction:	
>80							>80
79							79
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70	1						70
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68							68
67			2				67
66	1						66
65			6				65
64			7				64
63	1		11				63
62	5		6				62
61	3		3				61
60	3		14				60
59	8		11				59
58	10		8				58
57	6		6				57
56	9		5				56
55	14		15				55
54	12		12				54
53	10		7				53
52	6		5				52
51	5						51
50	8		3				50
49	3		1				49
48	3		2				48
47	4		1				47
46	2						46
45	3						45
44	2						44
43	3						43
42							42
41							41
40	1						40
39							39
38	1						38
37							37
36	1						36
35							35
34							34
33							33
32							32
31							31
<30							<30
Total Automobiles		125	Total Automobiles	125			
		x 0.85		x 0.85			
85th Percentile Automobile:		106	85th Percentile Automobile:	106			
85th Percentile Speed (m.p.h.):		59	85th Percentile Speed (m.p.h.):	67			

Total No. of Cars	85% Car No.	Total No. of Cars	85% Car No.	Total No. of Cars	85% Car No.	Total No. of Cars	85% Car No.
80	68	120	102	160	136	200	170
81	69	121	103	161	137	201	171
82	70	122	104	162	138	202	172
83	71	123	105	163	139	203	173
84	71	124	105	164	139	204	173
85	72	125	106	165	140	205	174
86	73	126	107	166	141	206	175
87	74	127	108	167	142	207	176
88	75	128	109	168	143	208	177
89	76	129	110	169	144	209	178
90	77	130	111	170	145	210	179
91	77	131	111	171	145	211	179
92	78	132	112	172	146	212	180
93	79	133	113	173	147	213	181
94	80	134	114	174	148	214	182
95	81	135	115	175	149	215	183
96	82	136	116	176	150	216	184
97	82	137	116	177	150	217	184
98	83	138	117	178	151	218	185
99	84	139	118	179	152	219	186
100	85	140	119	180	153	220	187
101	86	141	120	181	154	221	188
102	87	142	121	182	155	222	189
103	88	143	122	183	156	223	190
104	88	144	122	184	156	224	190
105	89	145	123	185	157	225	191
106	90	146	124	186	158	226	192
107	91	147	125	187	159	227	193
108	92	148	126	188	160	228	194
109	93	149	127	189	161	229	195
110	94	150	128	190	162	230	196
111	94	151	128	191	162	231	196
112	95	152	129	192	163	232	197
113	96	153	130	193	164	233	198
114	97	154	131	194	165	234	199
115	98	155	132	195	166	235	200
116	99	156	133	196	167	236	201
117	99	157	133	197	167	237	201
118	100	158	134	198	168	238	202
119	101	159	135	199	169	239	203



RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

EXHIBIT

"A"

Form 1882
(Rev. 02/12)
Page 1 of 2

Date: 06/09/15 County: Williamson Hwy: US 79 Location: 550 ft east of Nolan Ryan Blvd

Time (from): 10:40 (to): 11:45 Weather: Sunny, dry, clear

Surface type: Asphalt Surface condition: ☐ Wet or ☒ Dry / ☐ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES		M.P.H.
	Direction: WB		Direction: EB		Direction:	Direction:	
>80							>80
79							79
78							78
77							77
76							76
75							75
74							74
73							73
72							72
71			1				71
70							70
69							69
68							68
67							67
66	1						66
65	1						65
64	4						64
63	1						63
62							62
61							61
60	1		3				60
59	1		4				59
58	4		3				58
57	4		6				57
56	7		6				56
55	10		9				55
54	8		9				54
53	7		7				53
52	11		9				52
51	8		6				51
50	7		8				50
49	10		5				49
48	10		9				48
47	5		7				47
46	4		7				46
45	6		10				45
44	1		6				44
43	8		7				43
42	1		3				42
41	3						41
40	3						40
39							39
38							38
37							37
36							36
35	1						35
34							34
33							33
32							32
31							31
<30							<30
Total Automobiles		125	Total Automobiles	125			
		x 0.85		x 0.85			
85th Percentile Automobile:		106	85th Percentile Automobile:	106			
85th Percentile Speed (m.p.h.):		56	85th Percentile Speed (m.p.h.):	56			

Total No. of Cars	85% Car No.	Total No. of Cars	85% Car No.	Total No. of Cars	85% Car No.	Total No. of Cars	85% Car No.
80	68	120	102	160	136	200	170
81	69	121	103	161	137	201	171
82	70	122	104	162	138	202	172
83	71	123	105	163	139	203	173
84	71	124	105	164	139	204	173
85	72	125	106	165	140	205	174
86	73	126	107	166	141	206	175
87	74	127	108	167	142	207	176
88	75	128	109	168	143	208	177
89	76	129	110	169	144	209	178
90	77	130	111	170	145	210	179
91	77	131	111	171	145	211	179
92	78	132	112	172	146	212	180
93	79	133	113	173	147	213	181
94	80	134	114	174	148	214	182
95	81	135	115	175	149	215	183
96	82	136	116	176	150	216	184
97	82	137	116	177	150	217	184
98	83	138	117	178	151	218	185
99	84	139	118	179	152	219	186
100	85	140	119	180	153	220	187
101	86	141	120	181	154	221	188
102	87	142	121	182	155	222	189
103	88	143	122	183	156	223	190
104	88	144	122	184	156	224	190
105	89	145	123	185	157	225	191
106	90	146	124	186	158	226	192
107	91	147	125	187	159	227	193
108	92	148	126	188	160	228	194
109	93	149	127	189	161	229	195
110	94	150	128	190	162	230	196
111	94	151	128	191	162	231	196
112	95	152	129	192	163	232	197
113	96	153	130	193	164	233	198
114	97	154	131	194	165	234	199
115	98	155	132	195	166	235	200
116	99	156	133	196	167	236	201
117	99	157	133	197	167	237	201
118	100	158	134	198	168	238	202
119	101	159	135	199	169	239	203



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider an ordinance amending Chapter 42, Section 42-128, Code of Ordinances (2010 Edition), amending a school speed zone on a portion of FM 3406. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance

Department: Transportation Department

Text of Legislative File 2016-3832

This ordinance will amend school speed zone extents on West Old Settler's Boulevard, adjacent Old Town Elementary, from 400' east of Plantation Drive to 850' east of Plantation Drive. Recently, Round Rock I.S.D. altered their drop off/pick-up locations, and they have requested to extend the school zone further east to encompass both driveways connecting the elementary to FM3406. The Transportation Department agrees with the request made by Round Rock I.S.D., and recommends approval of this ordinance.
Staff recommends approval.

ORDINANCE NO. O-2016-3832

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, CHAPTER 42, SECTION 42-128 AMENDING A SCHOOL SPEED ZONE ON A PORTION OF FM 3406; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

That the school zone on a portion of FM 3406 designated in Chapter 42, Section 42-128(3), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 42-128. School zones.

(3) The maximum prima facie speed limit shall be 35 miles per hour during the listed times along the following streets:

Street	From	To	Speed Zone Times	Ordinance Number
FM 3406	400' <u>850'</u> east of Plantation Drive	400' west of Plantation Drive	7:15—7:45 a.m. 2:45—3:15 p.m.	G-12-07-26-F2 <u>O-2016-</u>

II.

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

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

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted

and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the _____ day of _____, 2016.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider an ordinance adopting the 2015 Editions of the International Mechanical Code; International Fuel Gas Code; International Plumbing Code; International Building Code; International Existing Building Code; International Residential Code; International Energy Conservation Code; International Swimming Pool and Spa Code; International Green Construction Code; and International Fire Code. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2016-3797

The impetus for this item is a State of Texas mandate that cities adopt the 2015 International Energy Conservation Code. Since the various building codes interact and reference one another, all current code versions need to be in place to ensure consistency and efficiency during the plan review and construction process. Apart from the new energy code, changes in the other codes are primarily related to the clarification of existing requirements. For comparison purposes, Cedar Park is in the process of adopting these new codes, while Pflugerville and Leander have previously adopted them. Staff recommends approval.

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

INTERNATIONAL MECHANICAL CODE

- 0112.1604; 00365230/ss2

and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes set forth below.

- B. Section 10-242 of the Code of Ordinances, (2010 Edition) City of Round Rock is amended to read as follows:

Sec. 10-242. - International Mechanical Code (~~2012~~2015 edition) adopted.

The ~~2012~~2015 edition of the International Mechanical Code (excluding only appendix B) as published by the International Code Council, one copy of which shall be placed on file in the office of the city clerk, is hereby adopted as the Mechanical Code of the City of Round Rock. Penalties, conditions and terms of said International Mechanical Code are hereby adopted and made a part hereof as if fully set out in this division, except as amended hereafter.

- C. Section 10-244 of the Code of Ordinances, (2010 Edition) City of Round Rock is amended to read as follows:

Sec. 10-244. - Amendments to the International Mechanical Code (~~2012~~2015 edition).

The International Mechanical Code is amended as follows:

- (1) Section 101.1. Inserted: City of Round Rock, Texas.
- (2) Section 106.5.2. Inserted: All fees for permits are governed by section 10-47 of the Code of Ordinances, (2010 edition) City of Round Rock.
- (3) Section 106.5.3. Deleted.
- (4) Section 108.4. Amended to read: Violations of any provision of this Mechanical Code shall be punished by a fine of up to \$2,000.00. Each day that a violation continues after due notice has been given shall be deemed a separate offense.
- (5) Section 108.5. Inserted: Not less than \$1.00 or more than \$2,000.00.

II.

INTERNATIONAL FUEL GAS CODE

- A. That a certain document, one (1) copy of which is on file in the office of the City Clerk for the City of Round Rock, Texas, said copy being marked and designated as the 2015 edition of the *International Fuel Gas Code* (including Appendix A, Appendix B, Appendix C, and Appendix D) as published by the International

Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Round Rock, Texas, for regulating and governing fuel gas systems and gas-fired appliances in the City of Round Rock, Texas, as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said *International Fuel Gas Code* are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes set forth below.

- B. Section 10-223 of the Code of Ordinances, (2010 Edition) City of Round Rock is amended to read as follows:

Sec. 10-223. - International Fuel Gas Code (~~2012~~2015 edition) adopted.

The ~~2012~~2015 edition of the International Fuel Gas Code (including appendices A—D) as published by the International Code Council, one copy of which shall be placed on file in the office of the city clerk, is hereby adopted as the Fuel Gas Code of the City of Round Rock, Texas. Penalties, conditions and terms of said International Fuel Gas Code are hereby adopted and made a part hereof as if fully set out in this division, except as amended hereafter.

- C. Section 10-224 of the Code of Ordinances, (2010 Edition) City of Round Rock is amended to read as follows:

Sec. 10-224. - Amendments to the International Fuel Gas Code (~~2012~~2015 edition).

The International Fuel Gas Code is amended as follows:

- (1) Section 101.1. Inserted: City of Round Rock, Texas.
- (2) Section 106.~~56~~.2. Inserted: All fees for permits are governed by section 10-47 of the Code of Ordinances, (2010 edition) City of Round Rock.
- (3) Section 106.~~56~~.3. Deleted.
- (4) Section 108.4. Amended to read: Violations of any provision of this Fuel Gas Code shall be punished by a fine of up to \$2,000.00. Each day that a violation continues after due notice has been given shall be deemed a separate offense.
- (5) Section 108.5. Inserted: Not less than \$1.00 or more than \$2,000.00.

1 III.

2 **INTERNATIONAL PLUMBING CODE**

3 A. That a certain document, one (1) copy of which is on file in the office of the City
4 Clerk for the City of Round Rock, Texas, said copy being marked and designated
5 as the 2015 edition of the *International Plumbing Code* (including Appendix A,
6 Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, and Appendix G)
7 as published by the International Code Council, be and is hereby adopted as the
8 Plumbing Code of the City of Round Rock for regulating the design, construction,
9 quality of materials, erection, installation, alteration, repair, location, relocation,
10 replacement, addition to, use or maintenance of plumbing systems in the City of
11 Round Rock, Texas, as herein provided; and each and all of the regulations,
12 provisions, penalties, conditions and terms of said *International Plumbing Code*
13 are hereby referred to, adopted, and made a part hereof, as if fully set out in this
14 ordinance, with the additions, insertions, deletions and changes set forth below.

15 B. Section 10-187 of the Code of Ordinances, (2010 Edition) City of Round Rock is
16 amended to read as follows:

17 **Sec. 10-187. - International Plumbing Code (~~2012~~2015 edition) adopted.**

18 The ~~2012~~2015 edition of the International Plumbing Code (including all appendices) as
19 published by the International Code Council, one copy of which shall be placed on file in the office
20 of the city clerk, is hereby adopted as the Plumbing Code of the City of Round Rock, Texas.
21 Penalties, conditions and terms of said International Plumbing Code are hereby adopted and
22 made a part hereof as if fully set out in this division, except as amended hereafter.
23

24 C. Section 10-188 of the Code of Ordinances, (2010 Edition) City of Round Rock is
25 amended to read as follows:

26 **Sec. 10-188. - Amendments to the International Plumbing Code (~~2012~~2015 edition).**

27 The International Plumbing Code is amended as follows:

- 1 (1) Section 101.1. Inserted: City of Round Rock, Texas.
2
3 (2) Section 106.6.2. Inserted: All fees for permits are governed by section 10-47 of the Code
4 of Ordinances, (2010 edition) City of Round Rock.
5
6 (3) Section 106.6.3. Deleted.
7
8 (4) Section 108.4. Amended to read: Violations of any provision of this International
9 Plumbing Code shall be punished by a fine of up to \$2,000.00. Each day that a violation
10 continues after due notice has been given shall be deemed a separate offense.
11
12 (5) Section 108.5. Inserted: Not less than \$1.00 or more than \$2,000.00.
13
14 (6) Section 305.4.1. Inserted: Twelve inches.
15
16 (7) Section 903.1. Inserted: Twelve inches.

17 **IV.**

18 **INTERNATIONAL ENERGY CONSERVATION CODE**

- 19 A. That a certain document, one (1) copy of which is on file in the office of the City
20 Clerk for the City of Round Rock, Texas, said copy being marked and designated
21 as the 2015 edition of the *International Energy Conservation Code* (excluding all
22 appendices) as published by the International Code Council, be and is hereby
23 adopted as the Energy Conservation Code of the City of Round Rock for
24 regulating and governing energy efficient building envelopes and installation of
25 energy efficient mechanical, lighting and power systems in the City of Round
26 Rock, Texas, as herein provided; and each and all of the regulations, provisions,
27 penalties, conditions and terms of said *International Energy Conservation Code*
28 are hereby referred to, adopted, and made a part hereof, as if fully set out in this
29 ordinance, with the additions, insertions, deletions and changes set forth below.
- 30 B. Section 10-86 of the Code of Ordinances, (2010 Edition) City of Round Rock is
31 amended to read as follows:

1 | **Sec. 10-86. - International Energy Conservation Code (~~2012~~2015 edition) adopted.**

2
3 | The ~~2012~~2015 edition of the International Energy Conservation Code (~~excluding all~~
4 | ~~appendices~~) as published by the International Code Council, one copy of which shall be placed
5 | on file in the office of the city clerk, is hereby adopted as the Energy Conservation Code of the
6 | City of Round Rock, Texas. Penalties, conditions and terms of said International Energy
7 | Conservation Code are hereby adopted and made a part hereof as if fully set out in this division,
8 | except as amended hereafter.
9

- 10 C. Section 10-87 of the Code of Ordinances, (2010 Edition) City of Round Rock is
11 amended to read as follows:

12 | **Sec. 10-87. - Amendments to the International Energy Conservation Code (~~2012~~2015**
13 **edition).**

14 The International Energy Conservation Code is amended as follows:

- 15
16 (1) Section C101.1. Inserted: City of Round Rock, Texas.
17
18 (2) Section R.101.1 Inserted: City of Round Rock, Texas.
19
20 (3) Section C108.4. Inserted: Not less than \$1.00 or more than \$2,000.00.
21
22 (4) Section R108.4. Inserted: Not less than \$1.00 or more than \$2,000.00.
23

24 **V.**

25 **INTERNATIONAL BUILDING CODE**

- 26 A. That a certain document, one (1) copy of which is on file in the office of the City
27 Clerk for the City of Round Rock, Texas, said copy being marked and designated
28 as the 2015 edition of the *International Building Code* (including all appendices)
29 as published by the International Code Council, be and is hereby adopted as the
30 Building Code of the City of Round Rock for regulating and governing the
31 conditions and maintenance of all property, buildings and structures; by providing
32 the standards for supplied utilities and facilities and other physical things and
33 conditions essential to ensure that structures are safe, sanitary and fit for
34 occupation and use; and the condemnation of buildings and structures unfit for

human occupancy and use and the demolition of such structures in the City of Round Rock, Texas, as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said *International Building Code* are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes set forth below.

- B. Section 10-42 of the Code of Ordinances, (2010 Edition) City of Round Rock is amended to read as follows:

Sec. 10-42. - International Building Code (~~2012~~2015 edition) adopted.

The ~~2012~~2015 edition of the International Building Code (including all appendices) as published by the International Code Council, one copy of which shall be placed on file in the office of the city clerk, is hereby adopted as the Building Code of the City of Round Rock. Penalties, conditions and terms of said International Building Code are hereby adopted and made a part hereof as if fully set out in this article, except as amended hereafter.

- C. Section 10-43 of the Code of Ordinances, (2010 Edition) City of Round Rock is amended to read as follows:

Sec. 10-43. - Amendments to the International Building Code (~~2012~~2015 edition).

(1) Section 101.1. Inserted: City of Round Rock, Texas.

(2) Section 1612.3. Inserted: City of Round Rock, Texas.

(3) Section 1612.3. Inserted: of most current date

~~(4) Section 3412.2 Inserted: January 1, 2007~~

VI.

INTERNATIONAL EXISTING BUILDING CODE

- A. That a certain document, one (1) copy of which is on file in the office of the City Clerk for the City of Round Rock, Texas, said copy being marked and designated as the 2015 edition of the *International Existing Building Code* (including all appendices) as published by the International Code Council, be and is hereby

1 adopted as the Existing Building Code of the City of Round Rock for regulating
2 and governing the repair, alteration, change of occupancy, addition and
3 relocation of existing buildings, including historic buildings, in the City of Round
4 Rock, Texas, as herein provided; and each and all of the regulations, provisions,
5 penalties, conditions and terms of said *International Existing Building Code* are
6 hereby referred to, adopted, and made a part hereof, as if fully set out in this
7 ordinance, with the additions, insertions, deletions and changes set forth below.

- 8 B. Section 10-40 of the Code of Ordinances, (2010 Edition) City of Round Rock is
9 amended to read as follows:

10 **Sec. 10-40. - International Existing Building Code (~~2012~~2015 edition) adopted.**

11 The ~~2012~~2015 edition of the International Existing Building Code (including all
12 appendices) as published by the International Code Council, one copy of which shall be placed
13 on file in the office of the city clerk, is hereby adopted as the Existing Building Code of the City of
14 Round Rock. Penalties, conditions and terms of said International Existing Building Code are
15 hereby adopted and made a part hereof as if fully set out in this article, except as amended
16 hereafter
17

- 18 C. Section 10-41 of the Code of Ordinances, (2010 Edition) City of Round Rock is
19 amended to read as follows:

20 **Sec. 10-41. - Amendments to the International Existing Building Code (~~2012~~2015 edition).**

- 21 (1) Section 101.1. Inserted: City of Round Rock, Texas.
22 (2) Section 1401.2. Inserted: January 1, 2007.

23 **VII.**

24 **INTERNATIONAL RESIDENTIAL CODE**

- 25 A. That a certain document, one (1) copy of which is on file in the office of the City
26 Clerk for the City of Round Rock, Texas, said copy being marked and designated
27 as the 2015 edition of the *International Residential Code* (including all
28 appendices) as published by the International Code Council, be and is hereby

1 adopted as the Residential Code of the City of Round Rock for regulating and
2 governing the construction, alteration, movement, enlargement, replacement,
3 repair, equipment, location, removal and demolition of detached one and two
4 family dwellings and multiple single family dwellings (townhouses) not more than
5 three stories in height with separate means of egress, in the City of Round Rock,
6 Texas, as herein provided; and each and all of the regulations, provisions,
7 penalties, conditions and terms of said *International Residential Code* are hereby
8 referred to, adopted, and made a part hereof, as if fully set out in this ordinance,
9 with the additions, insertions, deletions and changes set forth below.

- 10 B. Section 10-44 of the Code of Ordinances, (2010 Edition) City of Round Rock is
11 amended to read as follows:

12 | **Sec. 10-44. - International Residential Code ~~for One- and Two-Family Dwellings~~ (20122015**
13 | **edition) adopted.**

14
15 | The ~~2012~~2015 edition of the International Residential Code ~~for One- and Two-Family~~
16 | ~~Dwellings~~ (including all appendices) as published by the International Code Council, one copy of
17 | which shall be placed on file in the office of the city clerk, is hereby adopted as the Residential
18 | Code of the City of Round Rock. Penalties, conditions and terms of said International Residential
19 | Code are hereby adopted and made a part hereof as if fully set out in this article, except as
20 | amended hereafter.
21

- 22 C. Section 10-45 of the Code of Ordinances, (2010 Edition) City of Round Rock is
23 amended to read as follows:

24 | **Sec. 10-45. - Amendments to the International Residential Code (~~2012~~2015 edition).**

- 25 (1) Section R101.1. Inserted: City of Round Rock, Texas.

26 **VIII.**

27 **INTERNATIONAL SWIMMING POOL AND SPA CODE**

- 28 A. That a certain document, one (1) copy of which is on file in the office of the City
29 Clerk for the City of Round Rock, Texas, said copy being marked and designated

as the 2015 edition of the *International Swimming Pool and Spa Code* as published by the International Code Council, be and is hereby adopted as the Swimming Pool and Spa Code of the City of Round Rock for regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment in the City of Round Rock, Texas, as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said *International Swimming Pool and Spa Code* are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes set forth below.

- B. Section 10-267 of the Code of Ordinances, (2010 Edition) City of Round Rock is amended to read as follows:

Sec. 10-267. – International Swimming Pool and Spa Code (2015 edition) adopted.

The ~~2012~~2015 edition of the International Swimming Pool and Spa Code as published by the International Code Council, one copy of which shall be placed on file in the office of the city clerk, is hereby adopted as the Swimming Pool and Spa Code of the City of Round Rock. Penalties, conditions and terms of said International Swimming Pool and Spa Code are hereby adopted and made a part hereof as if fully set out in this article, except as amended hereafter.

- C. Section 10-268 of the Code of Ordinances, (2010 Edition) City of Round Rock is hereby added to read as follows:

Sec. 10-268. - Amendments to the International Swimming Pool and Spa Code (~~2012~~2015 edition).

The International Swimming Pool and Spa Code is amended as follows:

- (1) Section 101.1. Inserted: City of Round Rock, Texas.
- (2) Section 105.6.2. Inserted: All fees for permits are governed by section 10-47 of the Code of Ordinances, (2010 edition) City of Round Rock.
- (3) Section 105.6.3. Deleted.

(4) Section 107.4. Amended to read: Violations of any provision of this International Swimming Pool and Spa Code shall be punished by a fine of up to \$2,000.00. Each day that a violation continues after due notice has been given shall be deemed a separate offense.

(4) Section 107.5. Inserted: Not less than \$1.00 or more than \$2,000.00.

IX.

INTERNATIONAL GREEN CONSTRUCTION CODE

A. That a certain document, one (1) copy of which is on file in the office of the City Clerk for the City of Round Rock, Texas, said copy being marked and designated as the 2015 edition of the *International Green Construction Code* (including all appendices) as published by the International Code Council, be and is hereby adopted as the Green Construction Code of the City of Round Rock for regulating and governing the impact of buildings and structures on the environment in the City of Round Rock, Texas, as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said *International Green Construction Code* are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes set forth below.

B. Section 10-309 of the Code of Ordinances, (2010 Edition) City of Round Rock is hereby added to read as follows:

DIVISION 12. GREEN CONSTRUCTION CODE

Sec. 10-309. – International Green Construction Code (~~2012~~2015 edition) adopted.

The ~~2012~~2015 edition of the International Green Construction Code (including all appendices) as published by the International Code Council, one copy of which shall be placed on file in the office of the city clerk, is hereby adopted as the Green Construction Code of the City of Round Rock. Penalties, conditions and terms of said International Green Construction Code are hereby adopted and made a part hereof as if fully set out in this article, except as amended hereafter.

1
2 C. Section 10-310 of the Code of Ordinances, (2010 Edition) City of Round Rock is
3 hereby added to read as follows:

4 | **Sec. 10-310. - Amendments to the International Green Construction Code (~~2012~~2015**
5 **edition).**

6
7 The International Green Construction Code is amended as follows:

8 | (1) Section 101.1. Inserted: City of Round Rock, Texas.
9

10 **X.**

11 **INTERNATIONAL FIRE CODE**

12 A. That a certain document, one (1) copy of which is on file in the office of the City
13 Clerk for the City of Round Rock, Texas, said copy being marked and designated
14 as the 2015 edition of the *International Fire Code* (including all appendices) as
15 published by the International Code Council, be and is hereby adopted as the
16 Fire Code of the City of Round Rock for regulating and governing the
17 safeguarding of life and property from fire and explosion hazards arising from the
18 storage, handling and use of hazardous substances, materials and devices, and
19 from conditions hazardous to life or property in the occupancy of buildings and
20 premises in the City of Round Rock, Texas, as herein provided; and each and all
21 of the regulations, provisions, penalties, conditions and terms of said
22 *International Fire Code* are hereby referred to, adopted, and made a part hereof,
23 as if fully set out in this ordinance, with the additions, insertions, deletions and
24 changes set forth below.

25 B. Section 16-51 of the Code of Ordinances, (2010 Edition) City of Round Rock is
26 | amended to read as follows:
27

1 **Sec. 16-51. - International Fire Code (2015 edition) adopted.**
2

3 The 2015 edition of the International Fire Code (including all appendices) as published by
4 the International Code Council, one copy of which shall be placed on file in the office of the city
5 clerk, is hereby adopted as the Fire Code of the City of Round Rock. Penalties, conditions and
6 terms of said International Fire Code are hereby adopted and made a part hereof as if fully set
7 out in this article, except as amended hereafter.
8

- 9 C. Section 16-52 of the Code of Ordinances, (2010 Edition) City of Round Rock is
10 amended to read as follows:

11 **Sec. 16-52. - Amendments to the International Fire Code (2015 edition).**

- 12 (1) Section 101.1. Inserted: City of Round Rock, Texas.
13
14 (2) Section 101.2.1. Amended to read: Appendices. Provisions in adopted appendices shall
15 apply.
16
17 (3) SECTION 108 BOARD OF APPEALS is repealed in its entirety.
18
19 (4) Section 109.4. Amended to read: Violations of any provision of this Fire Code shall be
20 punished by a fine of up to \$2,000.00. Each day that a violation continues after due
21 notice has been given shall be deemed a separate offense.
22
23 (5) Section 111.4. Inserted: Not less than \$1.00 or more than \$2,000.00.
24
25 (6) Section 307.1.1 Amended to read: Prohibited open burning. Open burning shall be
26 prohibited when atmospheric conditions or local circumstances make such fires
27 hazardous. Any open burning not for the purpose of cooking requires a permit from the
28 Fire Department.
29
30 (7) Section 307.4.2
31
32 Exception: Any recreational fire must be in a fire resistant container and must not be
33 used to burn household waste, yard debris, leaves, or processed lumber. Recreational
34 containers shall be contained in a metal or non-combustible container and shall not be
35 greater than 60 inches by 60 inches in width of length and shall not have sides less than
36 15 inches in height. The burning fuel (wood) shall not be stacked above the edge of the
37 container sides. The overall flame shall not be over 4 feet in height from the ground or pit
38 surface and shall be constantly attended.
39
40 ~~(68)~~ Section 308.1.4. Exception 2 is repealed in its entirety.
41 Exception 3 is repealed in its entirety.
42
43 ~~(79)~~ Section 506.1. The last sentence is repealed in its entirety, and is replaced with the
44 following: The key box shall be a Knox-Box® and shall contain keys to gain necessary
45 access as required by the fire code official. A key box is required in all commercial
46 occupancies that have an alarm system, sprinkler system, standpipe system, any type of
47 fire suppression system, any commercial building over 5,000 square feet or any
48 commercial structure over 1,000 square feet that has two or more businesses or suites,
49 any commercial business with an extraordinary hazard, and for any gated community or
50 apartment complex.
51

- (810) Section 506.1.1. Amended to read: Locks. An approved Knox® Padlock shall be installed on gates or similar barriers when required by the fire code official.
- (911) Section 507.5.1. Amended to read: Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet for commercial or multifamily, or more than 500 feet for one- or two-family residential, from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
- (4012) Section 507.5.1. Exception 1 is repealed in its entirety.
Exception 2 is repealed in its entirety.
- (4413) Section 507.5.1.1. Amended to read: Hydrant for any fire department connections system. Buildings equipped with any fire department connections system installed in accordance with Section 903 and Section 905 shall have a fire hydrant within 100 feet of the fire department connections.
Exception: The distance shall be permitted to exceed 100 feet where approved by the fire code official.
- (4214) Section 509.1. A sentence is added at the end of the section to read: Access to fire protection equipment shall be within 15 feet of an exterior door, or there must be wall mounted post indicator valves accessible from the exterior of the structure.
- (4315) Section 510.1. Amended to read: Emergency responder radio coverage in new buildings. Within twelve months from occupancy permission, all new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.
- (4416) Section 903.2.1.1. Amended to read: Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:
1. The fire area exceeds 5,000 square feet.
 2. The fire area has an occupant load of 300 or more.
 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
 4. The fire area contains a multitheater complex.
- (4517) Section 903.2.1.3. Amended to read: Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:
1. The fire area exceeds 5,000 square feet.
 2. The fire area has an occupant load of 300 or more.
 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
- (4618) Section 903.2.1.4. Amended to read: Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:
1. The fire area exceeds 5,000 square feet.
 2. The fire area has an occupant load of 300 or more.

- 1 3. The fire area is located on a floor other than a level of exit discharge serving
2 such occupancies.

3
4 | (~~17~~19) Section 903.2.3. Amended to read: Group E. An automatic sprinkler system shall be
5 provided for Group E occupancies as follows:

- 6
7 1. Throughout all Group E fire areas greater than 7,500 square feet in area.
8 2. Throughout every portion of educational buildings below the lowest level of exit
9 discharge serving that portion of the building.

10
11 Exception: An automatic sprinkler system is not required in any area below the
12 lowest level of exit discharge serving that area where every classroom
13 throughout the building has at least one exterior exit door at ground level.

14
15 | (~~18~~20) Section 903.2.4. Amended to read: Group F-1. An automatic sprinkler system shall be
16 provided throughout all buildings containing a Group F-1 occupancy where one of the
17 following conditions exists:

- 18
19 1. A Group F-1 fire area exceeds 5,000 square feet.
20 2. A Group F-1 fire area is located on any floor.
21 3. The combined area of all Group F-1 fire areas on all floors, including any
22 mezzanines, exceeds 10,000 square feet.
23 4. A Group F-1 occupancy used for the manufacture of upholstered furniture or
24 mattresses exceeds 2,500 square feet.

25
26 | (~~19~~21) Section 903.2.7. Amended to read: Group M. An automatic sprinkler system shall be
27 provided throughout buildings containing a Group M occupancy where one of the
28 following conditions exists:

- 29
30 1. A Group M fire area exceeds 10,000 square feet.
31 2. A Group M fire area is located above or below grade plane.
32 3. The combined area of all Group M fire areas on all floors, including any
33 mezzanines, exceeds 20,000 square feet.
34 4. A Group M occupancy used for the display and sale of upholstered furniture or
35 mattresses exceeds 5,000 square feet.

36
37 | (~~20~~22) Section 903.2.8. A subsection 903.2.8.~~35~~ shall be added at the end of the section to
38 read: Townhouses. An automatic sprinkler system installed in accordance with Section
39 903.3.1.3 shall be permitted in townhouses.

40
41 | (~~24~~23) Section 903.2.9. Amended to read: Group S-1. An automatic sprinkler system shall be
42 provided throughout all buildings containing a Group S-1 occupancy where one of the
43 following conditions exists:

- 44
45 1. A Group S-1 fire area exceeds 5,000 square feet.
46 2. A Group S-1 fire area is located above or below grade plane.
47 3. The combined area of all Group S-1 fire areas on all floors, including any
48 mezzanines, exceeds 20,000 square feet.
49 4. A Group S-1 fire area used for the storage of commercial trucks or buses where
50 the fire area exceeds 5,000 square feet.
51 5. A Group S-1 occupancy used for the storage of upholstered furniture or
52 mattresses exceeds 2,500 square feet.
53

(2224) Section 903.2.9.1. Amended to read: Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet.

(2325) Section 903.2.10. Amended to read: Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code, as follows:

1. Where the fire area of the enclosed parking garage exceeds 10,000 square feet; or
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

(2426) Section 903.2.11.3. is repealed in its entirety and replaced with the following: Buildings three or more stories in height. An automatic sprinkler system shall be installed throughout buildings three or more stories in height.

Exception: Open parking structures.

(2527) Section 903.2.13. A section shall be added to read: Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet.

(2628) Section 905.3.4.1. A sentence is added at the end of the section to read: Such cabinet containing the hose connections shall contain a fire extinguisher in conformity with Section 906 in place of fire hose.

~~(27) Section 908.7. Amended to read: Carbon monoxide alarms. New Group I or R occupancies located in a building containing a fuel-burning appliance or in a building which has an attached garage shall be equipped with single-station carbon monoxide alarms. The carbon monoxide alarms shall be listed as complying with UL 2034 and be installed and maintained in accordance with NFPA 720 and the manufacturer's instructions. An open parking garage, as defined in Chapter 2 of the International Building Code, or an enclosed parking garage ventilated in accordance with Section 404 of the International Mechanical Code shall not be considered an attached garage.~~

~~Section 908.7. Exemptions remain as written.~~

(2829) Section ~~912.3.4~~912.4.1. A sentence is added at the end of the section to read: Where required, Knox FDC plugs or FDC Stortz Caps shall be installed.

(2930) Section 1103.2. Amended to read: Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public

safety communication systems of the jurisdiction at the exterior of the building, shall be equipped with such coverage according to one of the following:

1. Whenever an existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1. Exception 1.
2. Within a time frame established by the adopting authority, which shall be twelve months from notice.

(3031) Section 5504.3. A sentence is added at the end of the section to read: Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the City of Round Rock city limits, with the exception of areas zoned for industrial use. Storage of flammable cryogenic fluids may be permitted at the discretion of the fire chief following his review of the proposed location and the fire protection for the storage area. Storage shall not be allowed within 100 feet of the property line of any Group E, I, or R occupancies.

(3432) Section 5706.2.4.4. Amended to read: Locations where above ground tanks are prohibited. Storage of Class I and II liquids in above ground tanks is prohibited within the City of Round Rock city limits, with the exception of areas that are zoned for industrial use. Storage of Class I and II liquids may be permitted at the discretion of the fire chief following his review of the proposed location and the fire protection for the storage area. Storage shall not be allowed within 100 feet of the property line of any Group E, I, or R occupancies.

(32) Section 5804.2. A sentence is added at the end of the section to read: Storage of flammable or combustible liquids in outside above ground tanks is prohibited within each and every zoning district within the City of Round Rock, with the exception of those districts which are zoned for industrial use. Installation of above ground tanks in industrial districts shall be permitted at the discretion of the fire chief following his review of the proposed installation location and the fire protection for the storage area. When used in conjunction with Chapter 23, above ground storage will be allowed at the discretion of the fire chief. Tanks shall not be located within 100 feet of the property line of any Group E, I, or R occupancies.

(33) Section 6104.2. A sentence is added at the end of the section to read: Tanks shall not be located within 100 feet of the property line of any Group E, I, or R occupancies.

(34) Appendix A is not adopted, and is repealed in its entirety.

(35) Appendix D, Figure D103.1 dealing with cul-de-sac. Any reference to 96' or 96-foot diameter is replaced with 100' or 100-foot diameter.

(35) Appendix L, Section L101.1 is adopted with the following amendment: A sentence is added at the end of the section to read: 5. For new construction of eight (8) floors or more.

XI.

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

1 **XII.**

2

3 If any section, subsection, sentence, clause or phrase of this ordinance is for any

4 reason held to be unconstitutional, such decision shall not affect the validity of the

5 remaining portions of this ordinance. The City Council of the City of Round Rock, Texas

6 hereby declares that it would have passed this ordinance, and each section, subsection,

7 clause or phrase thereof, irrespective of the fact that any one or more sections,

8 subsections, sentences, clauses and phrases be declared unconstitutional.

9 **XIII.**

10

11 The city clerk is hereby ordered and directed to cause this ordinance to be

12 published the requisite number of times in an appropriate newspaper of general

13 circulation, and cause this ordinance to be posted according to applicable requirements.

14 **XIV.**

15 This ordinance and the rules, regulations, provisions, requirements, orders and

16 matters established and adopted hereby shall take effect and be in full force and effect

17 from and after January 1, 2017.

18 **XV.**

19 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are

20 expressly repealed.

21 **B.** The invalidity of any section or provision of this ordinance shall not

22 invalidate other sections or provisions thereof.

23 **C.** The City Council hereby finds and declares that written notice of the date,

24 hour, place and subject of the meeting at which this ordinance was adopted was posted

1 and that such meeting was open to the public as required by law at all times during
2 which this ordinance and the subject matter hereof were discussed, considered and
3 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
4 Government Code, as amended.

5 **READ** and **APPROVED** on first reading this the _____ day of
6 _____, 2016.

7 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
8 _____, 2016.

9 _____
10 ALAN MCGRAW, Mayor
11 City of Round Rock, Texas

12 ATTEST:

13
14 _____
15 SARA L. WHITE, City Clerk
16



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider an ordinance amending Chapter 44, Article VII, Code of Ordinances (2010 Edition), regarding Cross Connection Control and Prevention. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/27/2016

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

Cost:

Indexes:

Attachments: Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2016-3846

The Utilities & Environmental Services Department (U&ESD) would like to amend the city ordinance that relates to cross connection control and prevention. This ordinance specifically addresses the Backflow Prevention Program which is administered by the U&ESD to protect the water system from backflow of contaminants from properties that utilize water in their business or for irrigation purposes. The following amendments to the ordinance are being recommended:

- Clearly outlines the responsibilities of the property owner versus water customer when it comes to owning, maintaining, and calibrating the backflow prevention devices.
- If the backflow assembly categorized as "low hazard" has been tested and deemed to not be working properly, the water customer can choose to notify the City to have the device locked in the closed position in lieu of a retest. Removal of the lock is a violation of the ordinance prior to proof that the device has been tested and is working properly.
- Backflow prevention devices must be installed on the premises of a temporary meter using a fire hydrant for water. Device must be tested annually to ensure working property.

Staff recommends approval.

ORDINANCE NO. O-2016-3846

AN ORDINANCE AMENDING CHAPTER 44, ARTICLE VII, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING CROSS CONNECTION CONTROL AND PREVENTION; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

1.

That Chapter 44, Article VII, Cross Connection Control and Prevention, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby replaced in its entirety and shall read as follows:

ARTICLE VII. CROSS CONNECTION CONTROL AND PREVENTION

Sec. 44-173. Cross connection standards.

Every source of contamination or possible contamination from any contaminant which originates from, or is located at, a residential or commercial establishment, and said source of contamination or possible contamination is connected to any public potable water supply or provides potable water to the public shall be equipped with the protection required under the provisions of this article.

Sec. 44-174. Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. If a word used in this article is not contained in the following list, it shall have the definition listed in section 44-5 or in the most recent edition of the Manual of Cross Connection Control published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California. The following definitions shall apply to this article:

Air gap means a physical separation between the free flowing discharge end of a potable water supply piping and/or appurtenance and an open or non-pressure receiving vessel, plumbing fixture or other device. An "approved air-gap separation" shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel, plumbing fixture or other device, and shall not be less than one inch in any case.

Approved backflow prevention assembly or backflow assembly or assembly means an assembly to counteract back pressure or prevent backsiphonage.

Atmospheric vacuum breaker backflow prevention device or atmospheric vacuum breaker or AVB means a device used to prevent backsiphonage in non-health hazard conditions. This device cannot be tested and cannot prevent backpressure backflow.

1 *Auxiliary supply* means any water source or system other than the public potable water system that
2 is or may be available in a building or on real property, including reuse water, groundwater or surface
3 water used for industrial, irrigation or any other purpose.

4 *Backflow* means the flow in the direction opposite to the normal flow of the city's potable water
5 system, or the introduction of any foreign liquids, gases, or substances into the city's potable water
6 system.

7 *Backflow prevention assembly tester* means a licensed tester who is registered with the city's third
8 party vendor to test backflow pressure assemblies on any domestic, commercial, industrial or irrigation
9 service.

10 *Backpressure* means any elevation of pressure in the downstream piping system (by any means)
11 above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of
12 the normal direction of flow of water in the city's potable water system, or the introduction of fluids,
13 mixtures or substances from any source other than the intended source.

14 *Backsiphonage* means the flow of water or other liquids, mixture or substances into the distribution
15 pipes of a potable water supply system from any source, other than its intended source, caused by a
16 sudden reduction of pressure in the potable water supply system.

17 *Boresight or boresight to daylight* means the provision of adequate drainage for assemblies installed
18 in vaults through the use of an unobstructed drain pipe.

19 *Commercial establishment* means any property or location which is used for the manufacture,
20 production, storage, wholesaling or retailing of any good or ware which is, or may be, placed in the flow of
21 commerce, or any property or location which is used for the provision of any service for compensation.

22 *Contaminants* means any foreign material, solid or liquid, not common to the potable water supply
23 which makes or may make the water unfit or undesirable for human or animal consumption.

24 *Contamination* means the admission of contaminants into the potable water supply system.

25 *Cross connection* means any connection, physical or otherwise, between a potable water supply
26 system and any plumbing fixture or any tank, receptacle, equipment or device through which it may be
27 possible for any reuse, nonpotable, used, unclean, polluted and/or contaminated water, or other
28 substances, to enter into any part of such potable water system under any condition or set of conditions.

29 *Cross connection control device* means any device placed upon any connection, physical or
30 otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle,
31 equipment or device, which is designed to prevent reuse, nonpotable, used, unclean, polluted and/or
32 contaminated water, or other substances, from entering into any part of such potable water system under
33 any condition or set of conditions.

34 *Degree of hazard* means the hazard classification that shall be assigned to all actual or potential
35 cross connections.

36 (1) The term "health hazard" means an actual or potential threat of contamination of a physical or
37 toxic nature to the public potable water system or the consumer's potable water system that
38 would be a danger to health.

39 (2) The term "high hazard" means the classification assigned to an actual or potential cross
40 connection that potentially could allow a substance that may cause illness or death to backflow
41 into the potable water supply.

42 (3) The term "low hazard" means the classification assigned to an actual or potential cross
43 connection that potentially could allow a substance that may be objectionable but not hazardous
44 to a person's health to backflow into the potable water supply.

45 (4) The term "plumbing hazard" means an internal or plumbing-type cross connection in a
46 consumer's potable water system that may be either a pollutional or a contamination-type
47 hazard.

(5) The term "pollutional hazard" means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined herein. Maximum degree of intensity of pollution which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances.

(6) The term "system hazard" means an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water supply or of pollution or contamination that would have a detrimental effect on the quality of the potable water in the system.

Director means director of utilities and environmental services, or his designee.

Double check detector backflow prevention assembly or *double check detector* or *DCDA* means an assembly composed of a line-size approved double check assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for very low rates of flow.

Double check valve backflow prevention assembly or *double check assembly* or *double check* or *DC* means an assembly which consists of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks.

Fireline tester means a tester who is employed by a state-approved fireline contractor and is qualified to test assemblies on firelines only.

Mobile unit means any operation which may have the potential to introduce contaminants into a potable water system from a mobile source. These include, but are not limited to, carpet-cleaning vehicles, water-hauling vehicles, street-cleaning vehicles, liquid-waste vehicles, power-wash operations and pest-control vehicles.

Non-residential use means water used by any person other than a residential customer of the water supply and include all uses not specifically included in "residential uses."

Point-of-use isolation means the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross connection exists.

Potable water supply means any water supply intended or used for human consumption or other domestic use.

Premises means any piece of property to which water is provided, including all improvements, mobile structures, and structures located on the property.

Premises isolation means the appropriate backflow prevention at the service connection between the public water system and the water user.

Pressure vacuum breaker backflow prevention assembly or *pressure vacuum breaker* or *PVB* means an assembly which provides protection against backsiphonage, but does not provide adequate protection against backpressure backflow. The assembly is a combination of a single check valve with an AVB and can be used with downstream resilient seated shutoff valves. In addition, the assembly must have suction and discharge gate valves and resilient seated test cocks which allow the complete testing of the assembly.

Public water system or *water system* means any public or privately owned water system which supplies water for public domestic use. The system will include all services, reservoirs, facilities, and any equipment used in the process of producing, treating, storing, or conveying water for public consumption.

Reduced pressure principal detector backflow prevention assembly or *reduced pressure detector* or *RPDA* means an assembly composed of a line-size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle backflow prevention assembly. The meter must be capable of accurately registering very low rates of flow.

1 *Reduced pressure principle backflow prevention assembly* or *reduced pressure principle*
2 *assembly* or *RP assembly* or *RP* means an assembly containing two independently acting approved
3 check valves together with a hydraulically-operated, mechanically independent pressure differential relief
4 valve located between the check valves and below the first check valve. The assembly shall include
5 properly located resilient seated test cocks and a tightly closing resilient seated shutoff valve the end of
6 the assembly.

7 *Residential use* means water use of any residential customer of the water supply and shall include,
8 but is not limited to, single family dwellings, duplexes, multiplex, housing and apartments where the
9 individual units are each on a separate meter; or, in cases where two or more units are served by one
10 meter, the units are full-time dwellings.

11 *Service connection* means the point of delivery at which the water supplier loses control of the
12 water.

13 *Spill-resistant pressure vacuum breaker* or *SVB* means an assembly containing an independently
14 operating, internally loaded check valve and an independently operating, loaded air inlet valve located on
15 the discharge side of the check valve. This assembly must be equipped with a properly located resilient
16 seated test cock and tightly closing resilient seated shutoff valves attached at each end of the assembly.

17 *Tamper means to interfere in a harmful or disruptive manner, or to make alterations or adjustments.*

18 *Thermal expansion* means heated water that does not have the space to expand.

19 *Third party vendor* means a third party contracted by the city to provide backflow testing notification
20 and data management services on behalf of the city.

21 *Used water* means water supplied by a public water system to a water user's system after it has
22 passed through the service connection.

23 *Water Customer is the person or company on the water billing account agreement with the city.*

25Sec. 44-175. Right-of-way encroachment.

26 No person shall install or maintain an assembly, or any part thereof, upon or within any city right-of-way
27 except as provided in this article.

28 (1) An assembly required by the city may be installed upon or within any city right-of-way only if the
29 owner demonstrates to the city's satisfaction that there is no other feasible location for installing
30 the assembly, and installing it in the right-of-way will not interfere with traffic, utilities or any other
31 purpose for which the right-of-way exists. The person installing an assembly must obtain express
32 written approval from the city regarding the location, height, depth, enclosure, and other
33 requisites of the assembly prior to its installation.

34 (2) All permits and inspections required by any applicable code or regulation to perform work in the
35 right-of-way shall be obtained prior to the installation of the assembly.

36 (3) The assembly shall be installed below or flush with the surrounding grade except when it is not
37 practicable to install it in this manner. Any assembly or portion of an assembly which extends
38 above ground shall be located no closer than 18 inches to the face of any curb.

39 (4) The city shall not be liable for any damage done to or caused by an assembly installed in a right-
40 of-way. A person that installs an assembly in a city right-of-way shall repair, clean up, and
41 restore any and all streets, alleys, highways, public thoroughfares, public utility easements,
42 public ways, and other public property within a reasonable time, not to exceed ten days after the
43 completion of the work, to as good or better condition as existed prior to the commencement of
44 the work, and to the satisfaction of the director.

45 (5) A property owner shall, at the request of the city and at the owner's expense, relocate an
46 assembly that encroaches upon any city right-of-way when such relocation is deemed necessary
47 by the city.

- (6) A person commits an offense if he fails to relocate an assembly located in or upon any city right-of-way after receiving a written order from the director requesting such relocation.

Sec. 44-176. Multiple connections.

The owner of any premises requiring multiple service connections for adequacy of supply and/or fire protection must install an assembly on each of the additional service lines to the premises. The type of assembly required will be determined by the degree of hazard that may occur in the event of an interconnect between any of the buildings on the premises.

Sec. 44-177. Protection required; installation.

(a) The assembly protection which is required under this article shall be any of the duly authorized assemblies listed in the Uniform Plumbing Code, or as determined by the director. Each assembly must be approved in writing by the director in conjunction with the chief building inspector of the city prior to installation. Failure to obtain such written approval prior to installation of the assembly may result in the assembly failing to meet final approval by the director. The director shall determine the type and location of assembly to be installed within the area served by the city. An assembly shall be required in each of the following circumstances, but the director is not limited to requiring the installation of an assembly only in the following circumstances:

- (1) The nature and extent of any activity on or near the premises, or the materials used in with any activity on or near the premises, or materials stored on or near the premises, may contaminate or pollute the potable water supply.
- (2) Premises having any one or more cross connections identified or one or more cross connections present on the premises.
- (3) One or more cross connections are present on the premises and the cross connections are protected by an atmospheric vacuum breaker device (AVB).
- (4) Internal cross connections are present that are not correctable.
- (5) Intricate plumbing arrangements are present which make it impractical to ascertain whether cross connections exist.
- (6) There is a repeated history of cross connections being established or re-established on the premises.
- (7) There is unduly restricted entry so that inspections for cross connections cannot be made with sufficient frequency to assure that cross connections do not exist.
- (8) Materials are being used on the premises such that, if backflow should occur, a health hazard may result.
- (9) Installation of an approved backflow prevention assembly is deemed to be necessary to accomplish the purpose of these regulations in the sole judgment of the city.
- (10) An appropriate cross connection survey report form has not been filed with the utility department of the city after a request by the city.
- (11) A fire sprinkler system on the premises is connected to the city's water system.
- (12) All new construction, if deemed necessary as a result of the customer service inspection referred to in section 44-182. The type of assembly required shall be commensurate with the degree of hazard as determined by the director.
- (13) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly must be installed at the service connection that supplies water for public domestic use.

- (14) Any used water return system is present on the premises.
- (15) In the event a point-of-use assembly has not had the testing or repair done as required by this section, a premises isolation assembly will be required.
- (16) If it is determined that additions or alterations have been made to the plumbing system without obtaining proper permits, premises isolation may be required.
- (17) All multistory buildings or any building with a booster pump or elevated storage tank.
- (18) Retrofitting will be required on all high hazard connections, and in additional circumstances in which the city deems it necessary to retrofit.
- (b) All assemblies installed after the effective date of the ordinance from which this article is derived shall be installed in a manner designed to facilitate ease of inspection by the director of the city. Any currently installed assemblies that, in the opinion of the director, are located in inaccessible locations, or where the tester is subjected to physical danger, shall be relocated to location approved in writing by the director.

Sec. 44-178. - Testing of assemblies.

- (a) The director shall inspect and test, or cause to be inspected and tested, all assemblies in each of the following circumstances:
- (1) Immediately after installation;
 - (2) Whenever the assembly is relocated;
 - (3) A minimum of once every 12 months for assemblies that are used in high-hazard applications. Assemblies that are used in non-hazard applications must be tested a minimum of once every seven years;
 - (4) Premises that have been vacated and unoccupied for 12 months, prior to reoccupancy; or
 - (5) Immediately after repairs have been made to the assembly.
- (b) All assembly testing shall be performed by a licensed backflow prevention assembly tester registered with the third party vendor.
- (c) Duly authorized employees of the city are authorized to enter any public or private property at any reasonable time for the purpose of enforcing this article. Persons and occupants of premises which are provided water service by the city, either directly or indirectly, shall allow the city ready access at all reasonable times to all parts of the premises for the purposes of inspection, testing, records examination, or in the performance of any of their duties. Where persons or occupants of premises have security measures in force which would require proper identification and clearance before entry onto their premises, the persons and occupants of the premises shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the city will be permitted to enter, without delay, for the purposes of performing their responsibilities.
- (d) The city shall not be liable to any person for any damage to an assembly that occurs during testing or repairing.
- (e) The director may cause a water use survey to be conducted at any commercial establishment located in the city which is served by a public water supply or which provides water to the public. Upon determination by the director that the commercial establishment falls under the provisions of this article and requires an assembly, the director shall issue a notice to abate the condition or order the commercial establishment to install the proper assembly.
- (f) It is the responsibility of the property owner ~~any person who owns or controls property subject to this article~~ to have all assemblies tested upon installation in accordance with this article.

1 | (g) After the initial testing upon installation, it is the responsibility of the water customer to have all
2 | assemblies subsequently tested in accordance with this article. Assemblies may be required to be
3 | tested more frequently if the director deems it necessary.

4 | (gh) All results from assembly testing, repairs and replacements by a licensed backflow prevention
5 | assembly tester shall be submitted to the third party vendor.

7 | **Sec. 44-179. Thermal expansion.**

8 | It is the responsibility of ~~any person who owns or controls property~~ the property owner ~~subject to~~
9 | ~~this article~~ to eliminate the possibility of thermal expansion if a closed system has been created by the
10 | installation of an assembly.

12 | **Sec. 44-180. Pressure loss.**

13 | Any reduction in water pressure caused by the installation of an assembly is not the responsibility
14 | of the city. The city shall not be liable to any person for damages resulting from any reduction in water
15 | pressure caused by the installation of an assembly.

17 | **Sec. 44-181. Residential service connections.**

18 | Any ~~person who owns or controls property~~ property owner ~~at~~ any residential property which has
19 | been determined to have an actual or potential cross connection will be required to eliminate the actual or
20 | potential cross connection or have an approved backflow assembly installed in accordance with this
21 | article.

23 | **Sec. 44-182. Customer service inspection.**

24 | (a) Pursuant to commission water system regulations, a customer service inspection for cross
25 | connection control shall be completed by the city prior to providing continuous water service in
26 | each of the following circumstances:

- 27 | (1) Water service to a newly constructed facility or previously nonexistent premises;
- 28 | (2) After any material improvement to buildings or premises;
- 29 | (3) Any correction or addition to the plumbing of any facility or premises served by the city; or
- 30 | (4) The director deems it necessary.

31 | (b) Permanent water service shall not be supplied to a newly constructed facility until after the
32 | customer service inspection is completed.

34 | **Sec. 44-183. Installation guidelines and requirements for backflow prevention assemblies.**

35 | (a) The following requirements shall apply to the installation of all assemblies:

- 36 | (1) Approved backflow prevention assemblies shall be installed in accordance with state law,
37 | commission rules, this article, and any other applicable law or regulation. The assembly
38 | installer must obtain the required plumbing permits and have the installation inspected by
39 | the director.
- 40 | (2) With respect to facilities where the director requires an assembly to be installed at the
41 | point of delivery of the water supply, the installation of the assembly must be made at a
42 | point prior to any branch in the line. Such installation must be made on private property
43 | within two feet of the water meter. If deemed necessary, the director may specify other
44 | areas for installation of the assembly. Assemblies that must be installed, or are located on,

- 1 city rights-of-way are the responsibility of the business or entity that the water line is
2 serving.
- 3 (3) All assemblies must be protected from damage caused by freezing or other severe
4 weather conditions.
- 5 (4) All assemblies shall be of a type and model approved in writing by the director prior to
6 installation.
- 7 (5) All vertical installations of assemblies must have prior written approval by the director.
- 8 (6) Approved backflow prevention assemblies that are larger than four inches and installed
9 more than five feet above floor level must have a suitable platform for use by testing,
10 inspection or maintenance personnel.
- 11 (7) Bypass lines are prohibited. Pipe fittings which could be used for connecting a bypass line
12 must not be installed on the premises.
- 13 (8) Lines should be thoroughly flushed prior to installation of an assembly. A strainer with
14 blowout tapping may be required ahead of the assembly.
- 15 (9) All facilities that require continuous, uninterrupted water service and are required to have
16 an assembly must make provisions for the parallel installation of assemblies of the same
17 type so that testing, repair and maintenance can be performed without interrupting the
18 water service to the premises. The assemblies should be sized in such a manner that
19 either assembly, operating independently, will provide the maximum flow required.
- 20 (10) The property owner assumes all responsibility for any damages resulting from installation;
21 ~~operation and/or maintenance~~ of an assembly.
- 22 (11) The owner water customer assumes all responsibility for any damages resulting from
23 operation and/or maintenance of an assembly and shall be responsible for keeping all
24 assembly vaults reasonably free of silt and debris.
- 25 ~~(112)~~ Upon completion of installation, the director shall be notified by the property owner ~~of the~~
26 ~~premises~~, and all assemblies must be inspected and tested. All assemblies must be
27 approved in writing by and registered with the director, and the property owner ~~of the~~
28 ~~premises~~ shall provide to the director the date of installation, manufacturer, model, type,
29 size and serial number of the assembly, and initial test report.
- 30 ~~(1213)~~ Requests for variances from the specifications and requirements of this article will be
31 evaluated on a case-by-case basis. Any deviations from this article must have prior written
32 approval of the director.
- 33 (b) Upon written approval by the director, reduced pressure principle backflow prevention assemblies
34 (RPs) may be utilized on-premises where a substance is handled that would be hazardous to
35 health if introduced into the potable water system. The RP is normally used in locations where an
36 air gap is impractical. The RP must be effective against both backsiphonage and backpressure.
- 37 (1) RPs must be sized to provide an adequate supply of water and pressure for the premises
38 being served. Flow characteristics are not standard. The manufacturer's specifications
39 must be consulted for specific performance data.
- 40 (2) Each RP assembly must be readily accessible for testing and maintenance and must be
41 located in an area where water damage to building or furnishings would not occur in the
42 event of a relief valve discharge. The property owner assumes all responsibility for any
43 damage caused by water discharge from a RP assembly.
- 44 (3) An approved air gap shall be located at the relief valve orifice of RP assemblies. This air
45 gap shall be at least twice the inside diameter of the incoming supply line as measured
46 vertically above the top rim of the drain and in no case less than one inch. An approved air
47 gap funnel assembly may be used to direct minor discharges away from the assembly;

- 1 however, this assembly may not be used to control flow in a continuous relief situation.
2 Drain lines to accommodate full relief valve discharge flow should be installed.
- 3 (4) No part of an RP assembly shall be submerged in water or installed in a location subject to
4 flooding. RPs must be installed above grade in well-drained areas.
- 5 (5) RP assembly enclosures shall be designed for ready access and sized to allow for the
6 minimum clearances established below. Removable protective enclosures should be
7 installed on smaller RP assemblies. Daylight drain ports must be provided to
8 accommodate full pressure discharge from the RP assembly.
- 9 (6) RP assemblies two inches and smaller shall have at least six inches of clearance on both
10 sides and on top of the assembly, and 12 inches of clearance below and behind the
11 assembly. All RP assemblies larger than two inches shall have a minimum of 12 inches of
12 clearance on the back side, 24 inches of clearance on the test cock side. The relief valve
13 opening shall be at least 12 inches (plus nominal size of assembly) above the floor or
14 highest possible water level. Headroom of 60 inches is required in vaults without a fully
15 removable top. A minimum access opening of 36 inches in diameter is required on all vault
16 lids.
- 17 (7) Vertical installation of RP assemblies is prohibited.
- 18 (8) All RP assemblies must be tested in accordance with this article. ~~Tests are~~The initial
19 testing is the responsibility of the property premises owner. The property owner must notify
20 the director upon the installation of any assembly.
- 21 (c) Reduced pressure principle detector backflow prevention assemblies (RPDAs) may be utilized in
22 all installations requiring a reduced pressure principle backflow prevention assembly and detector
23 metering.
- 24 (1) RPDAs shall comply with the installation requirements applicable for reduced pressure
25 principle backflow assemblies (RPs).
- 26 (2) Each line-size RP assembly and the bypass RP assembly must each be tested for proper
27 functioning. A separate test report for each assembly must be completed by the licensed
28 tester.
- 29 (d) Double check valve backflow prevention assemblies (DCs) may be utilized on premises where a
30 substance is handled that would be objectionable but not hazardous to health if introduced into
31 the potable water system.
- 32 (1) DCs must be sized to provide an adequate supply of water and pressure for the premises
33 being served. The manufacturer's specifications must be consulted for specific
34 performance data.
- 35 (2) Premises where an uninterrupted water supply is critical must be provided with two DC
36 assemblies installed in parallel. DC assemblies should be sized in such a manner that
37 either assembly, operating independently, will provide the maximum flow required.
- 38 (3) Each DC assembly shall be readily accessible with adequate room for testing and
39 maintenance. DCs may be installed below grade, provided that all test cocks are fitted with
40 brass pipe plugs. All vaults shall be well drained, constructed of suitable materials, and
41 sized to allow for the minimum clearances established below.
- 42 (4) DC assemblies two inches and smaller shall have at least six inches of clearance below
43 and on both sides of the assembly, and if located in a vault, the bottom of the assembly
44 shall be not more than 24 inches below grade. All DC assemblies larger than two inches
45 shall have a minimum clearance of 12 inches on the back side, 24 inches of clearance on
46 the test cock side, and 12 inches of clearance below the assembly. Headroom of 60 inches
47 is required in vaults without a fully removable top. A minimum access opening of 36 inches
48 in diameter is required on all vault lids. "Y" pattern DCs shall be installed so that the

- checks are horizontal and the test cocks face upward. These clearance standards apply to all DC assemblies installed in vaults, enclosures or meter boxes.
- (5) Vertical installations of DCs are allowed only on sizes up to and including four inches and which also meet the following requirements:
- a. Equipped with internally spring-loaded check valves;
 - b. Flow is upward through assembly;
 - c. Manufacturer states their assembly can be used in a vertical position;
 - d. Approved by director.
- (6) All DCs must be tested in accordance with this article. ~~Tests are~~ The initial testing is the responsibility of the assembly and ~~property premises~~ owner. The property owner must notify the director upon the installation of any assembly.
- (e) Double check detector backflow prevention assemblies (DCDA) may be utilized in all installations requiring a DC and detector metering.
- (1) DCDAs shall comply with the installation requirements applicable for DCs.
 - (2) Each line-size DC assembly and the bypass DC assembly must be tested for proper functioning. A separate test report for each assembly must be completed by the licensed tester.
- (f) Pressure vacuum breaker backflow prevention assemblies (PVBs) may be utilized at point-of-use protection only and where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system. PVBs protect against backsiphonage only and shall not be installed where there is potential for backpressure contamination.
- (1) Each PVB assembly shall be installed a minimum of 12 inches above the highest downstream piping.
 - (2) PVBs shall not be installed in any area subject to flooding or where damage may occur from water discharge.
 - (3) Each PVB assembly shall be readily accessible for testing and maintenance, with a minimum clearance of 12 inches in all areas immediately adjacent to the assembly.
 - (4) All PVBs must be tested in accordance with this article. ~~Tests are~~ The initial testing is the responsibility of the assembly and ~~property premises~~ owner. The property owner must notify the director upon the installation of any assembly.
- (g) Spill-resistant pressure vacuum breaker backflow prevention assemblies (SVBs) may be utilized in all installations requiring a pressure vacuum breaker. SVBs shall comply with the installation requirements applicable for pressure vacuum breaker backflow prevention assemblies (PVBs).

Sec. 44-184. Air gap separation.

Air gap separations provide maximum protection from backflow hazards and may be utilized in water systems situated on premises where a substance is present which would be hazardous to health if introduced into the potable water system.

- (1) An air gap separation shall be at least twice the diameter of the supply pipeline measured vertically above the top rim of the receiving vessel, and in no case less than one inch. If splashing is a problem, tubular screens may be attached or the supply line may be cut at a 45-degree angle, and the air gap distance shall in such case be measured from the bottom of the angle. Hoses shall not be used.
- (2) Air gap separations shall not be altered in any way without prior written approval from the director, and must be accessible for inspection at all reasonable times.

- (3) Side walls, ribs, or similar obstructions shall be spaced from the inside edge of the spout opening to a distance greater than three times the diameter of the effective opening for a single, or to a distance greater than four times the effective opening for two intersecting walls.
- (4) In systems where there are three or more side walls, ribs, or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening in a manner other than specified in [section 44-183\(c\)](#), the air gap shall be measured from the top of the wall.
- (5) The effective opening shall be the minimum cross sectional area at the seat of the control valve or the supply pipe or tubing which feeds the assembly or outlet. If two or more lines supply one outlet, the effective opening shall be the sum of the cross sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.

Sec. 44-185. Fire systems.

- (a) An approved DCDA or RPDA shall be installed on fire sprinkler systems comprised of piping material that is not approved for potable water use and/or that does not provide for periodic flow-through during each 24-hour period, unless a variance has been granted in writing by the director. A RPDA must be installed if any solution or substance other than the potable water may be introduced into the sprinkler system.
- (b) Upon the approved installation of a DCDA or RPDA, a cross connection test report completed by a city registered, licensed fireline tester must be sent to the director, and such report must include the information required by this article.

Sec. 44-186. - Responsibilities.

- (a) All property owners ~~and persons in control of any premises~~ shall comply with the applicable provisions of this article. In the event of any changes to the plumbing system, it is the responsibility of the property owners ~~and persons in control of any premises~~ to notify the director. All property owners ~~and/or persons in control of any premises~~ are also responsible for the following:
- (1) Payment of all costs ~~associated with this article designated the responsibility of the property owner pursuant to this article,~~ and the purchase, and installation, ~~maintenance, testing and repair~~ of the assemblies required by this article.
- (2) To install ~~and maintain~~ all assemblies in accordance with this article and acceptable industry practices.
- (~~73~~) If not obtained by the licensed backflow prevention assembly tester, apply for and obtain a building permit from the building official of the city prior to commencing any work, including testing of, on any assembly device.
- (b) All water customers shall comply with the applicable provisions of this article. All water customers are also responsible for the following:
- (~~31~~) Payment of all costs designated the responsibility of the water customer pursuant to this article, and all maintenance, testing and required repairs excluding costs for installation and initial testing of assemblies required by this article.
- (2) All commercial establishments shall annually test, or cause to be tested, all assemblies on the premises. Such tests must be conducted by a licensed backflow prevention assembly tester who is registered with the city.
- (~~43~~) Maintain all assemblies in proper working order at all times, including making repairs as required to ensure the proper functioning of the assemblies.
- (5) Maintain all assemblies such that the assemblies may be tested by a method that has been approved by the director.

- (6) Each record related to assembly installation, testing and repair shall be maintained on the premises for a minimum of three years.
- (bc) All licensed backflow prevention assembly testers shall:
- (1) Annually register with the third party vendor, pay any required fee, and provide the information required by this article.
 - (2) Maintain testing equipment in proper working condition/calibration.
 - (3) Maintain the design or operation characteristics of an assembly.
 - (4) Ensure that devices are tested in compliance with accepted industry practices, commission regulations, and all other applicable laws and regulations.
 - (5) Enter the required testing data, including test gauge serial numbers, on third party vendor's website.
 - (6) Report test results electronically to the third party vendor's website within ~~45~~ days of testing. For any new assemblies, either new installs or previously undocumented assemblies not in the third party vendor's system, the tester may submit by e-mail or fax the test results to the third party vendor for the initial year.
 - (7) Provide a copy of the completed initial test report required after installation to the property owners ~~and/or persons in control of the premises~~ subject to the testing requirements of this article. All other completed test reports after the initial test report shall be provided to the water customer.
 - (8) Maintain each testing and/or repair record for a minimum of three years.
 - (9) If not obtained by the property owner, apply for and obtain a building permit from the building official of the city prior to commencing any work, including testing, on any assembly device.
 - (10) Pay the third party vendor fee as a data entry charge for each test report submitted to the third party vendor's website.
- (11) Immediately turn off all devices that fail a test.
- (ed) The director shall have the authority to enforce the provisions of this article, state law and regulations regarding cross connections. The director shall inspect and initially test, or cause to be tested, all assemblies installed pursuant to the requirements of this article. Permanent water service shall not be provided to new facilities until all assemblies have been tested and are functioning properly. Except in cases where the testing of assemblies must be delayed until the installation of internal production or auxiliary equipment, the director shall not approve a certificate of occupancy until all assemblies have been tested and are functioning properly.
- (de) The third party vendor shall:
- (1) Through the use of its proprietary software, maintain an online database and website for testers to register and input test reports.
 - (2) Send by mail a notice to ~~a property owner or person in control of the premises the water customer~~ approximately 30 days prior to the testing due date, advising the ~~property owner~~ water customer that the assembly is due for testing, and transmit a copy of the notice to the last tester of record.
 - (3) Send by mail a second notice to ~~a property owner or person in control of the premises the water customer~~ once the testing due date has passed if a test report for the assembly has not been submitted.
 - (3) Transmit a notice of noncompliance to the director by electronic transmission if the third party vendor fails to receive a test report within 15 day of the mailing the second notice.

Sec. 44-187. Backflow prevention assembly tester registration required.

Persons desiring to be approved backflow prevention assembly testers within the city must provide to the third party vendor proof of commission licensing, and provide proof that their testing equipment is able to maintain a calibration of plus or minus 0.2 psid accuracy. The third party vendor shall maintain a database of licensed and registered testers.

Sec. 44-188. Fees.

(a) All property owners shall:

~~(1) All property owners and/or persons in control of an assembly device shall have the assembly tested as required by a licensed tester upon installation of an assembly. All property owners and/or persons in control of an assembly device shall pay the testing fee to the tester upon completion of the initial testing of an assembly. If a property owner and/or person in control of an assembly device fails to test the device upon installation within 30 days of the required testing date, the director may perform the test and assess a testing fee of \$75.00 plus the actual cost of the test for each separate assembly device on which the director performs a test.~~

~~(b) (2) If an assembly is deemed not to be working properly upon the initial inspection or initial testing of the assembly after installation, the director shall have the necessary repairs and/or adjustments made immediately and shall retest the assembly. The property owner will then be required to pay the actual cost of the retest and repair required.~~

(b) All water customers shall:

~~(1) Have the assembly routinely tested as required by a licensed tester. Upon receipt of a notification that testing is required, all water customers shall have the assembly tested by a licensed tester and pay the testing fee to the tester upon completion of the testing.~~

~~(2) If the assembly is located on residential premises and categorized as "low hazard," the water customer may in lieu of having the assembly tested, choose to notify the director within the timeframe set forth in the notification, to lock the assembly in the closed position and tag with a do not operate notice. Removal of this tag and/or lock is a violation of this ordinance.~~

~~(3) If a water customer fails to test the device or notify the director to lock the assembly within the required timeframe, the director may perform the test and assess a testing fee of \$75.00 plus the actual cost of the test for each separate assembly device on which the director performs a test.~~

~~(4) If an assembly is deemed not to be working properly after testing, the director shall have the necessary repairs and/or adjustments made immediately and shall retest the assembly. The property owner will then be required to pay the actual cost of the retest and repair required.~~

~~(5) If the assembly is located on a residential premises and categorized as "low hazard," after an assembly is tested and deemed to not be working properly, the water customer can choose to immediately notify the director to lock the assembly in the closed position and tag with a do not operate notice in lieu of a retest. Removal of this tag and/or lock is a violation of this ordinance.~~

Sec. 44-189. Compliance for lawn irrigation or sprinkler systems.

All persons installing commercial and residential lawn irrigation or sprinkler systems shall annually register with the director and obtain a permit from the building inspection department of the city prior to making such installations. The installation requirements must comply with standards for the applicable device required by this article. Interconnections of the potable water supply with an alternate water source are prohibited. Appropriate backflow prevention devices must be installed on the premises if any mechanical injection stations are used with the irrigation or sprinkler system.

Sec. 44-190. Mobile units.

The connection of a mobile unit to any potable water system is prohibited unless such connection is protected by an air gap or an approved backflow prevention assembly. Prior approval and annual device testing of any air gap or assembly must be obtained from the director before connecting a mobile unit to any potable water system. Testing fees shall be assessed in the amounts provided for in section 44-188, and shall be paid by the owner or operator of the mobile units prior to any inspection or testing of the air gap or assembly.

Sec. 44-191. Enforcement.

(a) Violations.

- (1) A person commits an offense if he fails to maintain an assembly in compliance with this article.
- (2) A person commits an offense if he fails to comply with a repair order issued by the director.
- (3) A person commits an offense if backflow from premises he owns, controls, operates or manages enters a public potable water supply system.
- (4) A person commits an offense if he fails to pay any fees required by this article.
- (5) A person commits an offense if he violates any provision of this article.
- (6) A person commits an offense if he reinstates water service to premises discontinued or disconnected pursuant to the provisions of this article, except as directed by the director.
- (7) A person owning or in control of premises commits an offense if he allows an unregistered or unlicensed tester to perform testing work on his premises.
- (8) A person commits an offense if he tests an assembly within the city without being registered with the director.
- (9) A person commits an offense if he tests an assembly within the city without being licensed by the commission.
- (10) A person commits an offense if he possesses on his premises a cross connection that is not protected by an approved backflow prevention assembly as described in section 44-183.
- (11) A person commits an offense if he tampers with a backflow device or valve that has been shut off and tagged by the director.

(b) Punishment for violations; other remedies.

- (1) A person who violates any provision of this section is guilty of a misdemeanor and upon conviction is punishable by a fine as provided in section 1-9 for a violation of an ordinance or regulation governing public health and sanitation.
- (2) In addition to proceeding under the authority of this article, the city is entitled to pursue any and all other criminal and civil remedies to which it is entitled pursuant to the authority granted by any other applicable laws, regulations or ordinances.

(c) In addition to the penalties provided for by this article, the city is entitled to impose penalties or fees provided for by other provisions of this Code for failure to timely pay any bill, or portion thereof, for water, sanitary sewer, and/or reuse water services.

(d) A tester's registration may be revoked by the city if the director determines that the tester:

- (1) Has falsely, incompletely, or inaccurately ~~submitted written~~ assembly testing reports;
- (2) Has used inaccurate gauges;

- 1 (3) Has used improper testing procedures;
2 (4) Has created a threat to public health or the environment;
3 (5) Has failed to register with third party vendor; ~~or~~
4 (6) Has failed to submit a test report within five (5) days of the test date; or
5 (~~6~~) Has violated any other provision of this article.

6
7 **Sec. 44-192. Compliance for temporary fire hydrant meters.**

8 All persons utilizing a fire hydrant for a temporary meter shall sign a contract and pay a deposit
9 prior to having the temporary meter installed. Interconnections of the potable water supply with an
10 alternate water source are prohibited. Appropriate backflow prevention devices must be installed on the
11 premises at time of a temporary meter installation. A licensed backflow tester, contracted by persons
12 utilizing temporary meters, must be present to test backflow assembly at time of installation. The
13 backflow assembly must pass in order for fire hydrant to remain on. Backflow assembly must then be
14 tested on an annual basis. Failure to maintain testing and proper use will result in immediate removal of
15 temporary meter and loss of deposit.

16
17 **II.**

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

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

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

1 **READ** and **APPROVED** on first reading this the _____ day of
2 _____, 2016.

3 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
4 _____, 2016.

5

6

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9

ALAN MCGRAW, Mayor
City of Round Rock, Texas

10 ATTEST:

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13

14

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Capital Metropolitan Transportation Authority regarding the Provision of Federal Transit Administration Section 5307 Program Funds for Fiscal Years 2017 and 2018.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3872

This Memorandum of Understanding (MOU) outlines the City's and Capital Metropolitan Transportation Authority's (Capital Metro's) agreement for the City to receive it's appropriate share of 5307 funds from the Federal Transit Administration (FTA), as a direct recipient, for fiscal years 2017 and 2018. The exact amounts will be calculated based on the federal apportionment of 5307 funds Capital Metro receives. The City is responsible for complying with all applicable Section 5307 Program requirements including, but not limited to providing local matching funds. The MOU will expire at the end of FY 2017.

Staff recommends approval.

RESOLUTION NO. R-2016-3872

WHEREAS, the Capital Metropolitan Transportation Authority (“Capital Metro”) is the designated recipient of Section 5307 Program funding apportioned by the Federal Transit Administration (“FTA”) for the Austin urbanized area; and

WHEREAS, the City of Round Rock (“City”) is a non-member city of the Austin urbanized area, and the City desires to use its share of the Austin Urbanized Area Section 5307 funding to support the planning, capital development and operation of transit services for the Round Rock community; and

WHEREAS, the City and Capital Metro wish to enter into a Memorandum of Understanding to outline their mutual intent and understanding with respect to Capital Metro’s authorization of City as a direct recipient of FTA Section 5307 Program Funds, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding with the Capital Metropolitan Transportation Authority, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 27th day of October, 2016.

ATTEST:

ALAN MCGRAW, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT

"A"

Memorandum of Understanding between the Capital Metropolitan Transportation Authority and the City of Round Rock Regarding the Provision of Federal Transit Administration Section 5307 Program Funds

This Memorandum of Understanding ("MOU") regarding the provision of Federal Transit Administration Section 5307 Program Funds is executed by and between the City of Round Rock ("City") a local government public entity and the Capital Metropolitan Transportation Authority (Capital Metro) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code, collectively referred to as "the Parties." Accordingly, the Parties set forth their intent and understandings as follows:

I. PURPOSE

Capital Metro is the Designated Recipient of Section 5307 Program funding apportioned by the Federal Transit Administration (FTA) for the Austin urbanized area. This MOU outlines the Parties' mutual intent and understanding with respect to Capital Metro's authorization of City as a direct recipient of FTA Section 5307 Program Funds. City and Capital Metro agree to work cooperatively and in good faith in the manner set forth herein.

II. KEY TERMS

A. The Parties Mutually Agree:

1. To comply with the requirements of the Urbanized Area Formula Funding Program (49 U.S.C. 5307).
2. Since City is not a member city of the Capital Metro transit system, City would like to become a direct recipient of a share of the Section 5307 Program funding apportioned to Austin urbanized area.
3. During the term of this MOU, City is authorized to apply for a share of Section 5307 Program funds apportioned and distributed to Capital Metro, as Designated Recipient for the Austin urbanized area, based upon the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA fiscal years 2015 and 2016.
4. The distribution of any amounts payable to City as a Direct Recipient is contingent upon the successful apportionment and distribution of Section 5307 funds to Capital Metro as the Designated Recipient for the Austin urbanized area for FTA Fiscal Years 2015 and 2016. If the FTA does not apportion or distribute Section 5307 funds to Capital Metro as the Designated Recipient, City will not be eligible to receive funds as a direct recipient. If the FTA reduces the amount of Section 5307 funds available to Capital Metro as the Designated Recipient, City's share of funding will be based upon the reduced amount. Capital Metro will not be liable to City for any damages, which are caused or associated with any FTA

changes to the amounts apportioned or distributed to the Austin urbanized area under the Section 5307.

5. Capital Metro is not obligated to provide any technical assistance or technical support to City beyond the requirements of FTA Circular FTA C 9030.1D.
6. City's designation as a direct recipient requires the approval by the Capital Metro Board of Directors, and the Round Rock City Council.

B. Capital Metro Responsibility:

1. Capital Metro will remain the Designated Recipient of Section 5307 Program funds apportioned by the FTA for the Austin urbanized area;
2. Capital Metro authorizes City to be a direct recipient of a share of the Section 5307 Program funds apportioned to the Austin urbanized area based on the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA fiscal years 2015 and 2016; and
3. Capital Metro's authorizes this designation once to include all grant applications for Section 5307 funds submitted by City to FTA during the term of this MOU.

C. Round Rock Responsibility:

1. City will remain an eligible FTA grantee for the provision of transit services and construction of transit facilities;
2. As a Direct Recipient, City will use Section 5307 funds to support the planning, capital development and operation of transit services for the Round Rock community;
3. City shall comply with all provisions of FTA Circular FTA C 9030.1D, Urbanized Area Formula Funding Program: Program Guidance and Application Instructions, Chapter IV, Section 2, Applicants Other than Designated Recipients (Circular), including but not limited to providing its local share of matching; and
4. City shall comply with all applicable requirements set forth in state or federal law, regulations, policies, and administrative practices.

III. TERM OF MOU

This MOU will be executed and effective as of the date of the last Party to sign (the "Execution Date") and expire on the last day of the FTA Fiscal year for 2016. The parties may mutually agree, in writing, to extend this MOU. This MOU may be terminated or modified by written notice of both parties. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this MOU may be terminated at the option of the party not in default upon expiration of the thirty (30) day period. This writing constitutes the entire MOA between Capital Metro and City. No other terms and conditions are applicable, unless amended and agreed to by both parties.

IV. INCORPORATION OF DOCUMENTS

This MOU incorporates by reference the following attachments:

- A. Attachment A, resolution of the Capital Metro Board of Directors approving this MOU.
- B. Attachment B, Resolution of the Round Rock City Council approving this MOU.

V. SIGNATORY

This MOU is hereby accepted and agreed to by the following individuals of officers who are duly authorized to bind the Parties as set forth above:

**Capital Metropolitan
Transportation Authority**

By: _____

Linda S. Watson
President/CEO

Date: _____

City of Round Rock

By: _____

Alan McGraw
Mayor

Date: _____

Approved as to form:

CMTA Legal Department





City of Round Rock

Agenda Item Summary

Agenda Number: F.7

Title: Consider a resolution authorizing the Mayor to execute a Vendor Agreement with the Capital Area Council of Governments Area Agency on Aging regarding the Demand Response Bus Service for Fiscal Year 2017.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Gary Hudder

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3873

The execution of this Vendor Agreement is a renewal of the City's existing agreement. This agreement allows for the City to be reimbursed for nutrition trips provided by the City's Demand Response Bus Service. Under the agreement, the City is reimbursed for nutrition trips provided to persons age 60 and over, to and from any location where low-cost meals are provided. The City is reimbursed at the adopted fare structure, which is currently \$2.00 per trip for persons living in the city limits and \$3.00 per trip for persons living in the extraterritorial jurisdiction. The total amount of the monthly reimbursements is dependent on how many nutrition trips are made for that month.

Staff recommends approval.

RESOLUTION NO. R-2016-3873

WHEREAS, the Capital Area Council of Governments Area Agency on Aging offers funding for transportation services which provides nutrition bus trips for seniors, and

WHEREAS, the City of Round Rock (“City”) has previously entered into a Vendor Agreement (“Agreement”) with the Capital Area Council of Governments Area Agency on Aging for nutrition funding for the Demand Response Bus Service, and

WHEREAS, the City wishes to renew said Agreement regarding the Demand Response Bus Service, 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 Vendor Agreement and related documents with the Capital Area Council of Governments Area Agency on Aging regarding the Demand Response Bus Service, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 27th day of October, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT "A"



Capital Area Council of Governments Area Agency on Aging

SUBRECIPIENT-VENDOR AGREEMENT

City of Round Rock hereinafter referred to as Vendor, and the **Capital Area Council of Governments (CAPCOG)/Area Agency on Aging of the Capital Area (AAACAP)**, do hereby agree to provide services effective beginning **October 1, 2017**, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Health and Human Services (HHS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The CAPCOG/AAACAP Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHS-AAA Access and Assistance guidelines.

The Capital Area Council of Governments (CAPCOG), in accordance with the requirement in the Older Americans Act, Section 102 (42 U.S.C. 3001) and Section 306 (42 U.S.C. 3026), 45 CFR §1321, and the Texas Administrative Code, designates the Area Agency on Aging of the Capital Area as the focal point for comprehensive service delivery and coordination of services for older individuals in State Planning Region 12.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

1. SCOPE OF SERVICES

- A. The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the CAPCOG/AAACAP staff, in accordance with the vendor application, all required assurances, licenses, certifications, rate setting documents, and HHS services definitions, as applicable.

Service: Transportation

Service Definition: Taking an older individual from one location to another but does not include any other activity. There are two types of transportation services.

- **Demand/Response** – transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.
- **Fixed Route** - transportation service that operates in a predetermined route that has permanent transit stops, which are clearly marked with route numbers and departure schedules. The fixed-route does not vary and the

provider strives to reach each transit stop at the scheduled time. The older individual does not reserve a ride as in a demand-response system; the individual simply goes to the designated location and at the designated time to gain access to the transit system.

Unit of Service: One, One-way trip

Service Area: Senior Support Services of Austin Texas to serve the 60+ population within the City of Austin city limit boundary.

All Texas Administrative Code standards are located at the Texas Secretary of State website:
<http://www.sos.state.tx.us/tac/index.shtml>.

All Older Americans Act and other required rules and regulations are located at
http://www.aoa.gov/AoARoot/About/Authorizing_Statutes/index.aspx.

Targeting: CAPCOG/AAACAP services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with special emphasis on: (1) older individuals residing in rural areas, (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas), (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas), (4) older individuals with severe disabilities, (5) older individuals with limited English proficiency, (6) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals, and (7) older individuals at risk for institutional placement.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Transportation – Demand/Response	\$2.00		
Transportation – Demand/Response With Extraterritorial Jurisdiction	\$3.00		

1. TERMS OF AGREEMENT

A. The Vendor agrees to:

1. Provide services in accordance with current or revised HHS policies and standards and the OAA.
 - a. Submit billings with appropriate documentation as required by the CAPCOG/AAACAP by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided.
 - b. If the fifth (5th) day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
 - c. The AAA cannot guarantee payment of a reimbursement request received for less than 45 calendar days from the vendor payment invoices are received at CAPCOG.
2. No reimbursement for services provided will be made if vendor payment invoices are not submitted to the CAPCOG/AAACAP within 45 days of service delivery.

3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor's financial reports if contributions are not required to be forwarded to the CAPCOG/AAACAP. Client contributions (program income) will be reported fully, as required, to the CAPCOG/AAACAP. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned, in the same month it is earned.
4. Notify the CAPCOG/AAACAP Director within 24 hours if, for any reason, the Vendor becomes unable to provide the service(s).
5. Maintain communication and correspondence concerning program participants' status.
6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting CAPCOG/AAACAP or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. To abide by the terms and conditions as previously agreed and signed in the Data Usage Agreement (DUA) Attachment 1, Subcontractor Agreement Form, which is attached to this contract and on file at the Agency;
 - a. **Data Use Agreement** The Health and Human Services (HHS) Data Use Agreement (DUA), Attachment 1, is hereby incorporated by reference and made therefore, a part of the Subrecipient Vendor Agreement. The DUA, will, as of the effective date of this contract, govern the handling of "Confidential Information," as that term is defined in the DUA, under the Subrecipient Vendor Agreement.
 - b. **Liability** By signature and acceptance of this amendment and the Data Use Agreement, Vendor agrees to fully cooperate with the direction of the HHS and the Office of the Attorney General of Texas in any claim arising from a disclosure of information subject to this DUA. To the extent permitted by the Texas Constitution, laws and rules, Vendor will hold harmless CAPCOG/AAACAP and its workforce against all actual and direct losses, suffered by the Vendor and its workforce arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Vendor or its employees, directors, officers, subcontractors, or agents or other members of its workforce, including, without limitation the costs of reasonable attorneys' fees, required notices and mitigation of a breach and any fines or penalties imposed on CAPCOG/AAACAP by any regulatory authority. Vendor will be solely responsible for any damages resulting from its disclosure of information made in violation of this DUA.
 - c. **Insurance** Vendor either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover Vendor's liability arising under this DUA and under which policy CAPCOG/AAACAP is a beneficiary. Vendor shall identify the CAPCOG as an additional insured under any and all insurance policies used to satisfy this provision and provide proof to CAPCOG/AAACAP, upon request. The Agency reserves the right to consider alternative means for Vendor to satisfy Vendor's financial responsibility under this DUA. Nothing herein shall relieve Vendor of its financial obligations set forth in this DUA if Vendor fails to maintain insurance. Vendor will provide CAPCOG/AAACAP with written proof that required insurance coverage is in effect, at the request of the Agency.
8. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the

CAPCOG/AAACAP. The records and documents will be kept for a minimum of five years after close of vendor's fiscal year.

9. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by CAPCOG/AAACAP staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
10. If applicable, comply with the HHS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

A. The Vendor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of thirty (30) days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Vendor is an independent provider, NOT an agent of the CAPCOG/AAACAP. Thus, the Vendor indemnifies, saves and holds harmless CAPCOG/AAACAP against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the CAPCOG/AAACAP if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the CAPCOG/AAACAP.
4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

B. Through the Direct Purchase of Services program, the **Capital Area Council of Governments (CAPCOG) Area Agency on Aging of the Capital Area (AAACAP)** agrees to:

1. Review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Vendor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants' status.
4. Provide timely technical assistance to Vendor as requested and as available.
5. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. Contingent upon the CAPCOG/AAACAP's receipt of funds authorized for this purpose from HHS, reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 45 days of the CAPCOG/AAACAP's receipt of Vendor's invoice.

2. ASSURANCES

The Vendor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*);
- G. Drug Free Workplace Act of 1988, 41 U.S.C. §§701-704, and 28 TAC Chapter 169, as applicable.
- H. Texas Senate Bill 1 - 1991, as applicable
- I. The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is **required annually** as long as this agreement is in effect
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 01, 2016.

Authorized **Vendor** Signature

Print Name

Title

Date

(Authorized Signature)

(Date)

Capital Area Council of Governments
(Agency)

6800 Burleson Rd., Bldg. 310, Ste. 165
(Address)

Austin, TX 78444
(City, State, Zip)

Affirmative Action Plan

The City of Round Rock hereby agrees that it will enact
(Name of Applicant)

affirmative action plan. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following.

Title VI of the Civil Rights Act of 1964, which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and conditions of employment.

The Equal Pay Act of 1963, which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act, which prohibits discrimination because of age against anyone between the ages of 50 and 70.

Federal Executive Order 11246, which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA PI-75-11, which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973, which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Valerie Francois is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

Total Staff:	# Full Time	# Part Time
Older Persons (60+)	#41 4.87%	#19 35.19%
Minority	#252 29.89%	#17 31.48%
Women	#221 26.22%	#28 51.85%

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND
HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT
OF 1964**

City of Round Rock (hereinafter called the "Applicant")
Name of Applicant (Type or Print)

APPLICANT HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which the Federal Financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Date

City of Round Rock
Applicant (Type or Print)

By (Authorized Signature)

221 E. Main Street

Round Rock, Texas 78664
Applicant's Mailing Address

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Agency of Aging and Disability Services (DADS) to screen each covered potential Contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered Contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "Contractor/grantee" refers to both Contractor/grantee and subcontractor/sub grantee; "contract/grant" refers to both contract/grant and subcontract/sub grant.

By signing and submitting this certification the potential Contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential Contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency of Health and Human Services, United States Agency of Agriculture or other federal Agency or agency, or the Texas Agency of Aging and Disability Services may pursue available remedies, including suspension or debarment.
2. The potential Contractor/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential Contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in 2 CFR Part 180.
4. The potential Contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency of Health and Human Services, United States Agency of Agriculture or other federal Agency or agency, or the Texas Agency of Aging and Disability Services, as applicable.

Do you have or do you: anticipate having subcontractors/sub grantees under this proposed contract?
X YES NO

5. The potential Contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A Contractor/grantee may rely upon a certification of a potential subcontractor/sub grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A Contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/sub grantees upon each subcontract's/sub grant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a Contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a Contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub grant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Agency of Health and Human Services, United State Agency of Agriculture, or other federal Agency or agency, as applicable, and the Texas Agency of Aging and Disability Services may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential Contractor/grantee:

X The potential Contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal Agency or agency or by the State of Texas.

— The potential Contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential Contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE City of Round Rock

VENDOR ID NO/FEDERAL EMPLOYER'S ID NO. 74-6017485

Signature of Authorized Representative

Mayor Alan McGraw
Printed/Typed Name of Authorized Representative

Date

Mayor
Title of Authorized Representative

THIS CERTIFICATION IS FOR FFY2017 PERIOD BEGINNING October 1, 2016 and ENDING September 30, 2017.

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Agency of Aging and Disability Services (DADS) to screen each covered potential Contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered Contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "Contractor/grantee" refers to both Contractor/grantee and subcontractor/sub grantee; "contract/grant" refers to both contract/grant and subcontract/sub grant.

By signing and submitting this certification the potential Contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential Contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency of Health and Human Services, United States Agency of Agriculture or other federal Agency or agency, or the Texas Agency of Aging and Disability Services may pursue available remedies, including suspension or debarment.
2. The potential Contractor/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential Contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in 2 CFR Part 180.
4. The potential Contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency of Health and Human Services, United States Agency of Agriculture or other federal Agency or agency, or the Texas Agency of Aging and Disability Services, as applicable.

Do you have or do you: anticipate having subcontractors/sub grantees under this proposed contract?
YES ☒ NO ☐

5. The potential Contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A Contractor/grantee may rely upon a certification of a potential subcontractor/sub grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A Contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/sub grantees upon each subcontract's/sub grant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a Contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a Contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub grant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Agency of Health and Human Services, United State Agency of Agriculture, or other federal Agency or agency, as applicable, and the Texas Agency of Aging and Disability Services may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential Contractor/grantee:

☒ The potential Contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal Agency or agency or by the State of Texas.

____ The potential Contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential Contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE STAR SHUTTLE, INC.

VENDOR ID NO/FEDERAL EMPLOYER'S ID NO. 74-2624739

Signature of Authorized Representative

JOHN P WALKER
Printed/Typed Name of Authorized Representative

1/19/2016
Date

PRESIDENT / CEO
Title of Authorized Representative

THIS CERTIFICATION IS FOR FFY2017 PERIOD BEGINNING October 1, 2016 and ENDING September 30, 2017.

INSTRUCTIONS FOR CERTIFICATION

The inability of a Contractor/grantee to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective Contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Agency or Agency's determination whether to enter into this transaction. However, failure of the prospective Contractor/grantee to furnish a certification or an explanation shall disqualify such Contractor/grantee from participation in this transaction.



AUTHORIZED SIGNATURE FORM
REQUEST FOR PAYMENT
DIRECT PURCHASE OF SERVICE PROGRAM

Name, Address and Phone of Vendor Agency:

City of Round Rock

221 E. Main Street

Round Rock, TX 78664

Signature of Individuals authorized to sign for request for Reimbursement

Typed Name: Caren Lee

Signature: 

Typed Name: _____

Signature: _____

Typed Name: _____

Signature: _____

Typed Name: _____

Signature: _____

I certify that the signatures above are of the individuals authorized to sign the Request for Reimbursement.

SHERRI L. CRONE, ACCOUNTING SUPERVISOR
Typed Name and Title of Authorized Official


Signature of Authorized Official

9-21-16
Date



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution directing the Planning Director to prepare a service plan concerning the proposed annexation of tracts at Gattis School Road and Westview Drive (Westview Annexation).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2016-3870

The subject area is on the south side of Gattis School Road and on both sides of Westview Drive and the existing City limits adjacent to it. The area contains seven separate ownership tracts, all slightly larger than five acres each. All but one of the lots contain a residence and some also contain a business.

Pursuant to State statutes, the City Council is required to officially direct staff to prepare a service plan for land to be annexed unilaterally. The service plan identifies the necessary infrastructure, along with the costs, to extend City water and sewer services to the property. State statutes require that the City provide these services within 2 1/2 years to an area subject to unilateral annexation.

Written notices will be sent by certified mail to the property owners of the land proposed for annexation and to all public and private utility providers in the affected service area. Two public hearings are required before the annexation can be approved.

Upon annexation, the properties will be assigned the SF-R (single-family - rural) zoning district, unless otherwise assigned by the rezoning process. Existing uses will be allowed to operate, but any change in land use, new development or expansion of existing development will be subject to the City's codes and standards.

Staff recommends approval.

RESOLUTION NO. R-2016-3870

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the City Council of the City of Round Rock must direct the City's Planning Director to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, Now Therefore

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

That the City Council hereby directs the City's Planning Director to prepare a service plan that provides for the extension of full municipal services to the following area proposed for annexation, said property being further described in Exhibit "A" attached hereto and incorporated herein for all purposes.

- (1) Approximately 36.95 acres located at Gattis School Road and Westview Drive.

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 27th day of October, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution determining that John King Construction, LTD provides the best value for the City for the Fire Ball Grill Construction project at the Dell Diamond and authorizing the Mayor to execute a Standard Form of Agreement

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Chad McDowell, General Services Director

Cost: \$822,008.00

Indexes: Hotel Occupancy Tax Fund

Attachments: Resolution, Bid Tab, Form 1295

Department: General Services Department

Text of Legislative File 2016-3863

The City received two bids on 9-15-2016 for the Fire Ball Grill construction. The selection committee ranked John King Construction number one based on the criteria established. The funding for the remodel will be from the Insurance replacement fund, HOT funds and the Round Rock Express. The construction will utilize existing space to re-establish a concession kitchen and eating area. Estimated construction time will be 150 days and the work will be performed during the off season.

Cost: \$822,008.00

Source of Funds: Hotel Occupancy Tax Fund; Round Rock Express to pay \$218,968.00 of the total

Staff recommends approval

RESOLUTION NO. R-2016-3863

WHEREAS, the City of Round Rock has previously determined in Resolution No. R-2016-3318 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the construction of the Fireball Grill at Dell Diamond located at 3400 East Palm Valley Boulevard, Round Rock, Texas,” and

WHEREAS, after advertising for and receiving proposals from offerors, the City of Round Rock determines that John King Construction, Ltd. is the offeror which offers the best value for the City, and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with John King Construction, Ltd., Now Therefore

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

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that John King Construction, Ltd. is the offeror which offers the best value for the City.

BE IT FURTHER RESOLVED

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement Between Owner and Contractor” with John King Construction, Ltd. for the Fireball Grill at Dell Diamond Project.

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

RESOLVED this 27th day of October, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-120305

Date Filed:
10/05/2016

Date Acknowledged:

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

John Kign Construction, Ltd.
Round Rock, TX United States

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

City of Round Rock

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

Fireball Grill Dell Diamond
General Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Katie King, this the 5th day of October, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a First Amendment to the Wastewater Service Agreement with the City of Leander.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2016-3869

The Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP) currently has capacity that is owned by the Cities of Austin, Cedar Park, and Round Rock. The City of Leander does not have treatment capacity in the BCRWWTP, but does have capacity in the interceptor that extends from the City of Leander to the BCRWWTP. Leander purchased this interceptor capacity in 2009. The City of Leander is planning to purchase treatment capacity during the next major plant expansion which is anticipated to be complete in approximately 2023. Until that time, Leander is currently leasing 1.0 million gallons per day (MGD) from the City of Round Rock's excess capacity. However, because of the growth that is occurring in Leander they are nearly exceeding the 1.0 MGD.

This resolution is to approve an agreement with the City of Leander which will extend the time period of the existing contract between the two cities, and increases the amount of leased wastewater treatment capacity from the City of Round Rock from 1.0 MGD to 1.5 MGD. The City of Round Rock currently has sufficient capacity available to extend the time and the amount of wastewater treatment capacity it leases to the City of Leander. For this treatment capacity, Leander will be making a monthly lease payment to Round Rock for \$21,088.13.

Round Rock will continue to monitor its existing capacity in the BCRWWTP. The agreement does allow for Round Rock to terminate the agreement provided we give Leander three-years of advanced notice. This could occur if the major treatment plant expansion were to be delayed or if for any reason Round Rock should need the treatment capacity that it is leasing to Leander.

Staff Recommends Approval.

RESOLUTION NO. R-2016-3869

WHEREAS, the City of Round Rock (“City”) has previously entered into a Wastewater Service Agreement (“Agreement”) with the City of Leander (“Leander”); and

WHEREAS, the City Council now wishes to enter into a First Amendment to the Agreement to increase the Leander Contractual Flows and to increase the Leander Base Charges, 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, First Amendment to the Wastewater Service Agreement Between the City of Round Rock and the City of Leander, a copy 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 27th day of October, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

FIRST AMENDMENT TO THE
WASTEWATER SERVICE AGREEMENT
BETWEEN THE
CITY OF ROUND ROCK
AND THE
CITY OF LEANDER

This FIRST AMENDMENT TO THE WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF ROUND AND THE CITY OF LEANDER (the "First Amendment") is dated and entered into as of the ____ day of _____, 2016 by and between the City of Round Rock ("Round Rock") and the City of Leander ("Leander"), both home rule municipalities, collectively the "Cities."

RECITALS

WHEREAS, on May 13, 2010, the Cities entered into that one certain Wastewater Service Agreement Between the City of Round Rock and the City of Leander, (the "Service Agreement"); and

WHEREAS, the Cities wish to amend the Service Agreement to increase the Leander Contractual Flows and to increase the Leander Base Charges; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities mutually agree as follows:

ARTICLE I DEFINITIONS

1.01 All terms used herein shall have the meanings assigned to them in the Service Agreement, unless the context clearly requires otherwise.

ARTICLE II AMENDMENTS

2.01 The Service Agreement, Article I, Section 1.01. G. is hereby amended to read as follows:

G. "Leander Base Charges" means the cost allocated to Leander of the portion of Round Rock's debt allocable to the Treatment Plant and necessary to serve Leander, which cost is hereby agreed to be \$21,088.13 per month.

2.02 The Service Agreement, Article I, Section 1.01. H. is hereby amended to read as follows:

H. "Leander Contractual Flows" means up to, but no more than 1.5 MGD of daily peak flow of Wastewater to be delivered by Leander into the Point of Entry for the System.

2.03 The Service Agreement, Article IV, Section 4.04. (a) is hereby amended to read as follows:

(a) General. On or before the fifteenth day of each month, Leander shall pay its Leander Base Charge and its Leander O & M Charge. During the term of this Agreement, Leander Base Charge for Leander to be paid each month shall be in the amount of \$21,088.13, which Leander and Round Rock believe is a reasonable basis upon which to allocate said costs.

2.04 The Service Agreement, Article IV, Section 4.04. (d) is hereby amended to read as follows:

(d) In the event additional capital costs are incurred due to the repair or rehabilitation of the Treatment Plant on behalf of Leander, the City of Round Rock reserves the right to issue additional debt for such improvements made on behalf of Leander and to increase the \$21,088.13 per month payment accordingly. The Leander Base Charge will be amended accordingly. Except in the event of emergencies, Round Rock agrees to provide not less than 90 days prior written notice of any such proposed repair or rehabilitation, along with information regarding the necessity thereof, the projected costs thereof, and the allocation of costs associated therewith to Leander.

2.05 The Service Agreement, Article V. Section 5.04. Term is hereby amended to read as follows:

Section 5.04. Term. In the event that this Agreement is not terminated because of an expansion or because of Round Rock's need for capacity, as set out above, then this Agreement shall terminate on December 31, 2023.

ARTICLE III MISCELLANEOUS

3.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Service Agreement is hereby amended and modified. In all other respects, the aforesaid Service Agreement is hereby ratified and confirmed.

3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute by one and the same instrument.

IN WITNESS WHEREOF, the Cities hereto acting under authority of their respective governing bodies, have caused this First Amendment to be duly executed as of the day and year first above written.

(SIGNATURES ON FOLLOWING PAGES)

CITY OF ROUND ROCK, TEXAS

Alan McGraw, Mayor

Attest:

Sara White, City Clerk

CITY OF LEANDER

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Contract for Purchase and Sale with Bobby C. Owen for the purchase of right-of-way necessary for the RM 620 Widening Project (Parcel 18).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Gary Hudder, Transportation Director

Cost: \$169,000.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3875

The purchase contract price of \$168,581 is equal to the City's acquisition value opinion. The City is also agreeing to purchase the uneconomic remainder for the appraised value of \$419.

Cost: \$169,000.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2016-3875

WHEREAS, the City desires to purchase right of way necessary for the RM 620 Widening Project, and said tracts (“Property”) are described as follows: All of that certain 0.183 acre tract of land (Parcel 18) and all of that certain 0.042 acre tract of land (Parcel 18R); and

WHEREAS, Bobby C. Owen, Jr., the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Bobby C. Owen, Jr., 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 27th day of October, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BOBBY C. OWEN, JR., (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:

All of that certain 0.183 acre (7,960 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**); and

All of that certain 0.042 acre tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; which consists of the remaining property of Seller which is not described in Exhibit "A", attached hereto and incorporated herein (**Parcel 18R**);

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 described herein not otherwise retained by Seller, 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 portion of the Property and the acquisition of any improvements on the portion of the Property described in Exhibit "A", shall be the sum of ONE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED EIGHTY ONE and 00/100 Dollars (\$168,581.00).

2.02. The Purchase Price for the remaining portion of the Property and the acquisition of any improvements on the remaining portion of the Property of Seller which is not described in Exhibit "A", shall be the sum of FOUR HUNDRED NINETEEN and 00/100 Dollars (\$419.00).

Payment of Purchase Price

2.03. 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:

(a) 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;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before November 21st, 2016, 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 the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the remaining property of Seller which is not otherwise described in Exhibit "A", both 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.

(2) The Deed to the State of Texas shall be in the form as shown in Exhibit "B" attached hereto. The Deed to the City of Round Rock shall be in the form as shown in Exhibit "C" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and 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".
- (4) 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 acquired in fee simple 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 Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager'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.

SELLER:



Bobby C. Owen, Jr.

Address: 1000 Glenwood ST
Round Rock Tx 78681

Date: 10-04-2016

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 18

DESCRIPTION OF A 0.183 ACRE (7,960 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 25 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO BOBBY C. OWEN, JR. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007075259 OF THE OFFICIAL PUBLIC RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.183 ACRE (7,960 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped ½" iron rod stamped "Inland 4933" set, 163.85 feet right of proposed Ranch to Market (R.M.) 620 baseline station 490+29.68, being the southeasterly corner of Lot 24 of said subdivision and conveyed to Penny A. Lackey and Tina D. Lackey by instrument recorded in Volume 1989, Page 563 of the Official Records of Williamson County, Texas, being the existing northerly right-of-way (ROW) line of Glenwood St. (50' ROW width), same being the southwesterly corner of said Lot 25, and from which a ½" iron rod found bears S 07°30'40" E at a distance of 1.40 feet;

THENCE, departing said northerly ROW line of Glenwood St., with the common boundary line of said Lot 24 and said Lot 25, N 07°30'40" W at a distance of 38.12 feet to a ½" iron rod with TxDOT aluminum cap set, 127.40 feet right of proposed R.M. 620 baseline station 490+17.88, being the proposed southerly ROW line of R.M. 620 (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing the proposed southerly ROW line, continuing with said common boundary line of Lot 24 and Lot 25, **N 07°30'40" W** at a distance of 83.51 feet pass a 3/8" iron rod found and continuing for a total distance of **84.45** feet to calculated point in the existing curving southerly ROW line of R.M. 620 (ROW width varies), being the northeasterly corner of said Lot 24, same being the northwesterly corner of said Lot 25, for the northwesterly corner of the herein described parcel;

THENCE, departing the easterly boundary line of said Lot 24, with said curving existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 25 the following two (2) courses:

- 2) Along said curve to the right, having a delta angle of **04°10'58"**, a radius of **1095.92** feet, an arc length of **80.01** feet, and a chord which bears **S 72°49'08" E** for a distance of **80.00** feet to a TxDOT Type I concrete monument found for a point of tangency;
- 3) **S 70°52'08" E** for a distance of **46.66** feet to a calculated point of intersection of said existing southerly ROW line of R.M. 620 and the existing westerly ROW line of Brentwood St. (ROW width varies), same being the northeasterly corner of said Lot 25, for the northeasterly corner of the herein described parcel;

- 4) **THENCE** departing said existing southerly ROW line of R.M. 620, with said existing westerly ROW line of Brentwood St., same being the easterly boundary line of said Lot 25, **S 18°22'33" W** for a distance of **67.47** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition), 130.40 feet right of proposed R.M. 620 baseline station 491+12.46, being in said proposed southerly ROW line of R.M. 620, for the southeasterly corner of the herein described parcel and from which a capped ½" iron rod stamped "Inland 4933" set, being the intersection of said Brentwood St. and said Glenwood St., same being the southeasterly corner of said Lot 25, bears **S 18°22'33" W** at a distance of 5.85 feet;
- 5) **THENCE**, departing said existing westerly ROW line of Brentwood St., with said proposed southerly ROW line R.M. 620, through the interior of said Lot 25, **N 77°42'08" W** for a distance of **90.27** feet to the **POINT OF BEGINNING**, containing 0.183 acres (7,960 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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

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

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

10 MAR 2014
Date

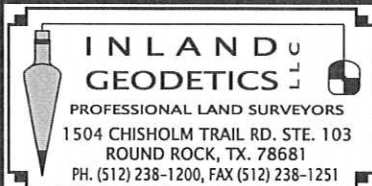
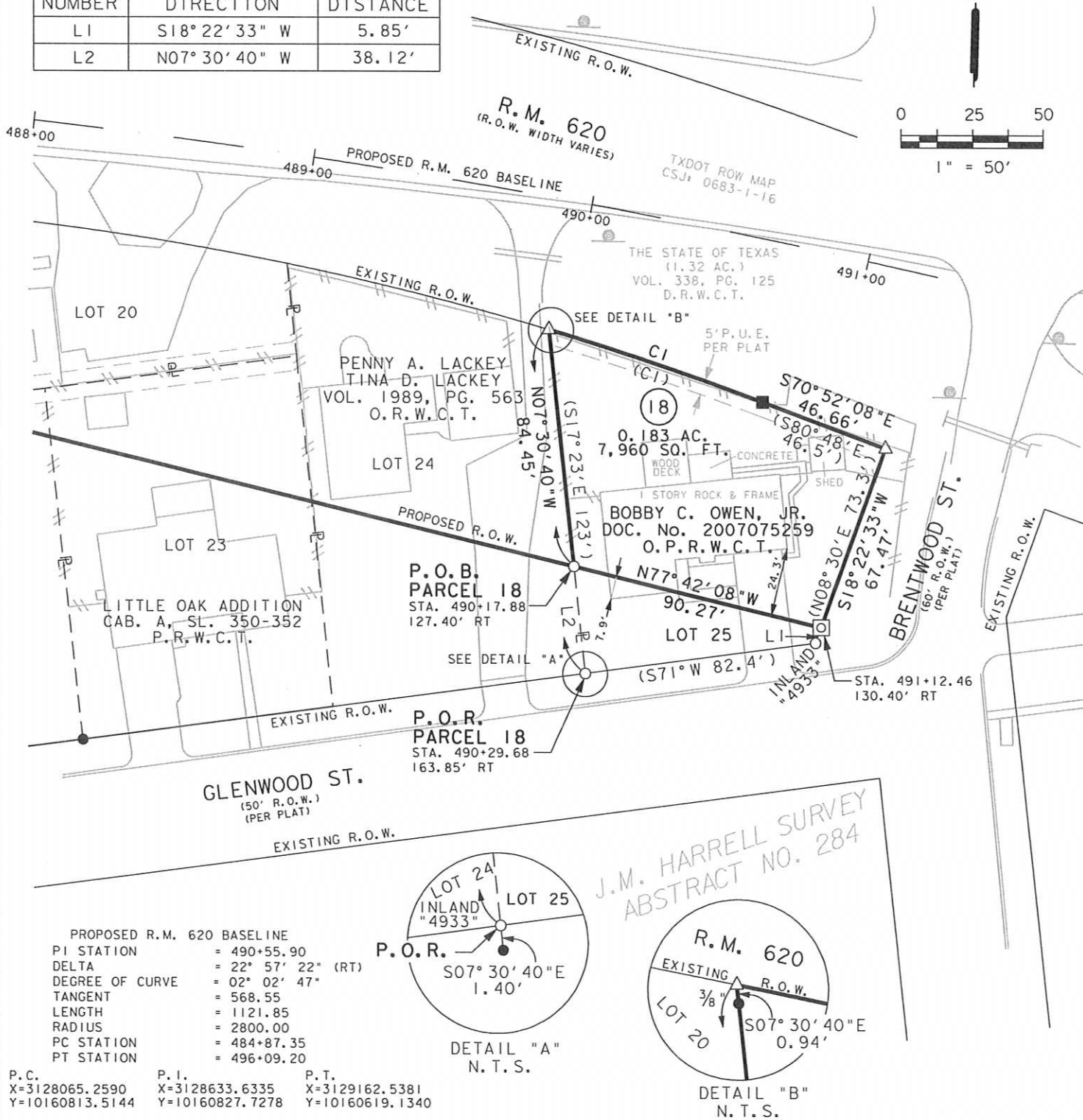


PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 12/04/15
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	04° 10' 58"	1095.92'	80.01'	80.00'	S72° 49' 08"E
(CI)			(80.3')		

NUMBER	DIRECTION	DISTANCE
L1	S18°22'33" W	5.85'
L2	N07°30'40" W	38.12'



PARCEL PLAT SHOWING PROPERTY OF
BOBBY C. OWEN, JR.



Texas Department of Transportation

PARCEL 18

SCALE
1" = 50'

CSJ #
0683-01-092

PROJECT
RM 620

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 12/04/15
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
□	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
▣	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1028, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10E. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

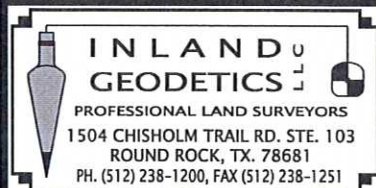
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE: 10 MAR 2014

	ACRES	SQUARE FEET
ACQUISITION	0.183	7,960
CALC/DEED AREA	0.225	9,792
REMAINDER AREA	0.042	1,832



PARCEL PLAT SHOWING PROPERTY OF

BOBBY C. OWEN, JR.

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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Texas Department of Transportation

PARCEL 18

EXHIBIT _____

County: Williamson
Parcel : Owen
Highway: R. M. 620

PROPERTY DESCRIPTION FOR BOBBY OWEN JR.

DESCRIPTION OF A 0.042 ACRE (1,833 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 25 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDE 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO BOBBY C. OWEN, JR BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007075259 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.042 ACRE (1,833 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped ½" iron rod marked "Inland 4933" set, in the existing northerly right-of-way (ROW) line of Glenwood St. (50' ROW width), being the southeasterly corner of Lot 24 of said subdivision, same being the southwesterly corner of said Lot 25, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract and from which a ½" iron rod found bears S 07°30'40" E at a distance of 1.40 feet;

- 1) **THENCE**, departing the northerly ROW line of said Glenwood St., with the common boundary line of said Lot 24 and said Lot 25, **N 07°30'40" W** for a distance of **38.12** feet to a ½" iron rod with TxDOT aluminum cap set, 127.40 feet right of proposed R.M. 620 baseline station 490+17.88, in the proposed southerly ROW line of R.M. 620 (ROW width varies), for the most northwesterly corner of the herein described tract;
- 2) **THENCE**, departing the easterly boundary line of said Lot 24, with said proposed ROW line, through the interior of said Lot 25, **S 77°42'08" E** for a distance of **90.27** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 130.40 feet right of proposed R.M. 620 baseline station 491+12.46, in the westerly ROW line of Brentwood St. (ROW width varies), same being the easterly boundary line of said Lot 25, for the northeasterly corner of the herein described tract;
- 3) **THENCE** departing said proposed southerly ROW line, with the westerly ROW line of said Brentwood St., same being the easterly boundary line of said Lot 25, **S 18°22'33" W** for a distance of **5.85** feet to a capped ½" iron rod marked "Inland 4933" set, being the intersection of said Brentwood St. and said Glenwood St., same being the southeasterly corner of said Lot 25, for the southeasterly corner of the herein described tract;

- 4) **THENCE**, departing the existing westerly ROW line of said Brentwood St., with the existing northerly ROW line of said Glenwood St., same being the southerly boundary line of said Lot 25, **S 80°54'34" W** for a distance of **82.41** feet to the **POINT OF BEGINNING**, containing 0.042 acre (1,833 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS§

COUNTY OF WILLIAMSON §

§
§

KNOW ALL MEN BY THESE PRESENTS:

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

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

M. Stephen Truesdale

3009 2016

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

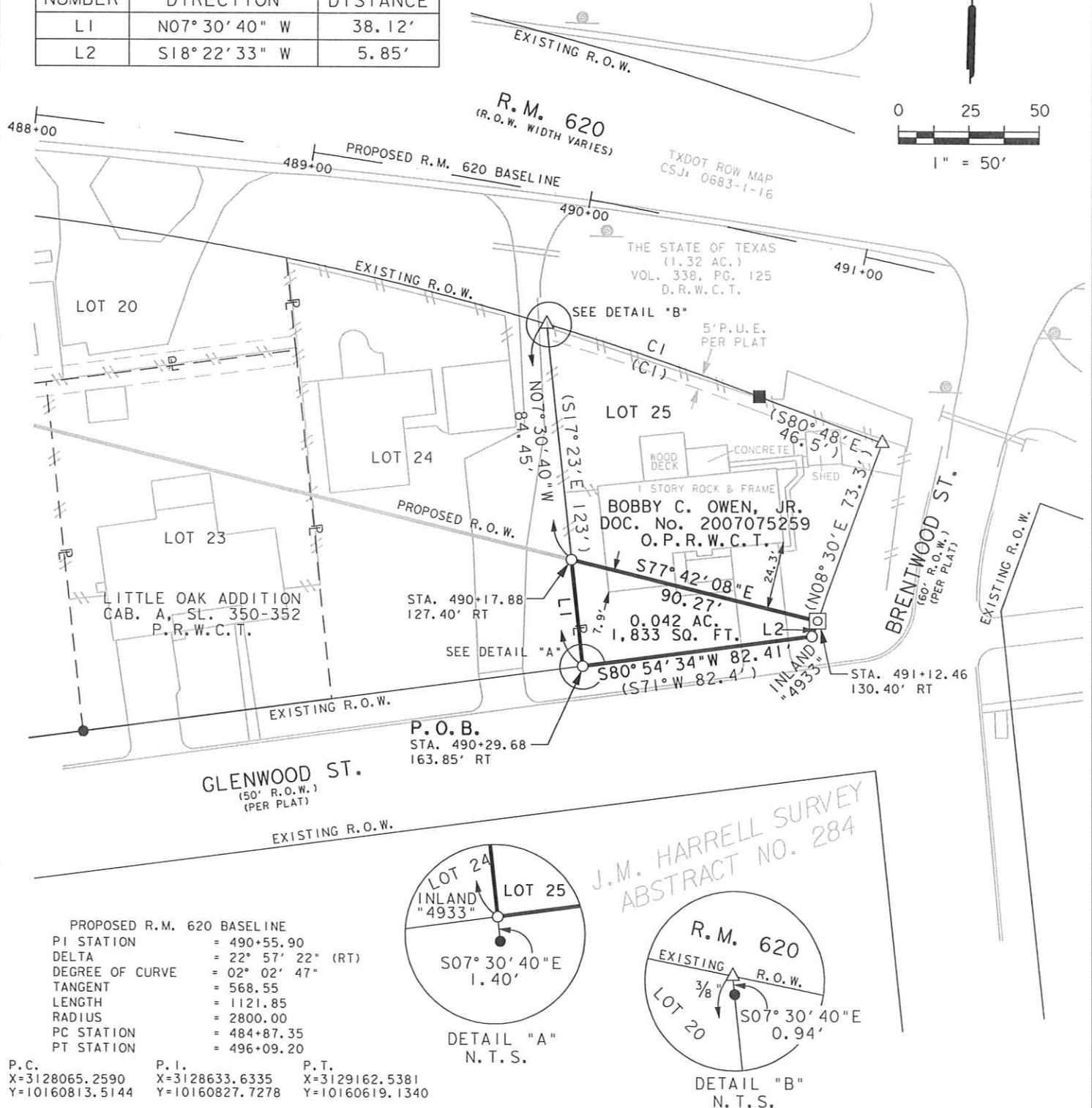


PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/27/16
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04° 10' 58"	1095.92'	80.01'	80.00'	S72° 49' 08" E
(C1)			(80.3')		

NUMBER	DIRECTION	DISTANCE
L1	N07° 30' 40" W	38.12'
L2	S18° 22' 33" W	5.85'



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

PARCEL PLAT SHOWING PROPERTY OF

BOBBY C. OWEN, JR.

SCALE
1" = 50'PROJECT
RM 620COUNTY
WILLIAMSON0.042 AC.
1,833 SQ. FT.

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/27/16
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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1. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10E. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
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I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale 30 OCT 2016

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:



PARCEL PLAT SHOWING PROPERTY OF

BOBBY C. OWEN, JR.

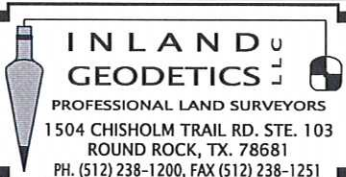
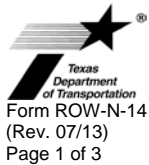
0.042 AC.
1,833 SQ. FT.SCALE
1" = 50'PROJECT
RM 620COUNTY
WILLIAMSON

EXHIBIT "B"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



DEED RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092
TxDOT Parcel No.: 18

Grantor(s), whether one or more:

Bobby C. Owen, Jr., a single person

Grantor's Mailing Address (including county):

1000 Glenwood Street
Round Rock, Texas 78681
Williamson County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761
Travis County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

EXECUTED on the date(s) of acknowledgement indicated below.

[signature pages follow]

GRANTOR:

Bobby C. Owen, Jr.

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on _____
_____ by Bobby C. Owen, Jr., in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

After recording return to:

EXHIBIT "C"

DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.042 acre (approximately 1,829 Sq. Ft.) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein
(Parcel 18R)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2016.

GRANTOR:

Bobby C. Owen, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Bobby C. Owen, Jr., in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute a Contract for Purchase and Sale with Beverly and Billy Ketchum for the purchase of right-of-way necessary for the RM 620 Widening Project (Parcel 12).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Gary Hudder, Transportation Director

Cost: \$169,000.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3895

The purchase contract price of \$164,694 is equal to the City's acquisition value opinion. The City is also agreeing to purchase the uneconomic remainder for the appraised value of \$4,306.

Cost: \$169,000

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2016-3895

WHEREAS, the City desires to purchase right of way necessary for the RM 620 Widening Project, and said tracts (“Property”) are described as follows: All of that certain 0.116 acre tract of land (Parcel 12) and all of that certain 0.101 acre tract of land (Parcel 12R), and

WHEREAS, Beverly Ann Sheridan n/k/a Beverly Ann Ketchum and Billy Ketchum, 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 Beverly Ann Sheridan n/k/a Beverly Ann Ketchum and Billy Ketchum, 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 27th day of October, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BEVERLY ANN SHERIDAN n/k/a BEVERLY ANN KETCHUM and BILLY KETCHUM, (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:

All of that certain 0.116 acre tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**); and

All of that certain 0.101 acre tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 12R**);

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 described herein not otherwise retained by Seller, 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 portion of the Property and the acquisition of any improvements on the portion of the Property described in Exhibit "A", shall be the sum of ONE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED NINETY FOUR and 00/100 Dollars (\$164,694.00).

2.02. The Purchase Price for the remaining portion of the Property and the acquisition of any improvements on the remaining portion of the Property of Seller which is described in Exhibit "B", shall be the sum of FOUR THOUSAND THREE HUNDRED SIX and 00/100 Dollars (\$4,306.00).

Special Provisions

2.03. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Seller agrees that within ten (10) days after the Closing of this transaction it shall cause to be executed and filed a Notice of Nonsuit with Prejudice in the lawsuit styled *Billy and Beverly Ketchum v. Freese & Nichols, Inc. and City of Round Rock, Texas*; Cause No. 14-0643-C277, 277th Judicial District Court of Williamson County. By their signatures on this Contract the parties agree that this promise shall constitute a Rule 11 agreement in the above described cause, and at the request of either party shall be set out in a separate letter agreement for filing with the Court.

2.04. As an agreement which shall survive the Closing of this transaction, Seller shall be allowed to retain and remove any portion of the single family brick veneer residence and covered porch improvements prior to vacating the structure. Any portion of the brick veneer single family residence and covered porch improvements which are not removed prior to the date of vacation shall become the property of Purchaser, and Seller shall not remove any additional improvements after the vacation date, and shall not allow or authorize any other person to do so. Said vacation date shall be upon the later of (1) thirty (30) days after the Closing, or (2) the expiration of any Notice to Vacate deadline provided pursuant to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., or any applicable TxDoT relocation assistance program.

Payment of Purchase Price

2.05. 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:

(a) 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;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before December 15th, 2016, 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 the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the remaining property of Seller described in Exhibit "B", both 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 to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and 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 acquired in fee simple 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

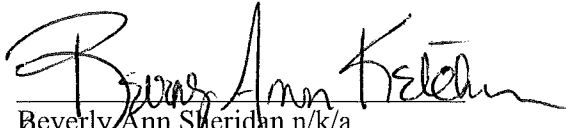
8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

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.

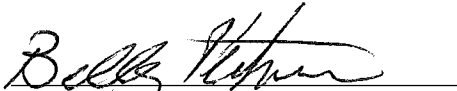
[signature pages follow]

SELLER:


Beverly Ann Sheridan n/k/a
Beverly Ann Ketchum

Address: 406 Briarwood St.
Round Rock Tx 78681

Date: October 12, 2016


Billy Ketchum

Address: 406 Briarwood St
Round Rock Tx 78681

Date: 10/12/16

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 12

DESCRIPTION OF A 0.116 ACRE (5,039 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 18 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO BEVERLY ANN SHERIDAN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001011534 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.116 ACRE (5,039 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped ½" iron rod, stamped "Inland 4933" set, 111.91 feet right of proposed Ranch to Market (R.M.) 620 baseline station 485+75.89, in the existing westerly right-of-way (ROW) line of Briarwood St. (50' ROW width), being the northeasterly corner of Lot 17 of said subdivision, same being the southeasterly corner of said Lot 18;

THENCE, with said existing westerly ROW line of Briarwood St., same being the easterly boundary line of said Lot 18, N 07°30'27" W a distance of 11.18 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 100.83 feet right of proposed R.M. 620 baseline station 485+74.30, being the southerly proposed ROW line of R.M. 620 (ROW width varies), for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said existing westerly ROW line of Briarwood St., with said proposed ROW line, through the interior of said Lot 18 the following two (2) courses:

- 1) **N 42°50'05" W** for a distance of **17.56** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 88.00 feet right of proposed R.M. 620 baseline station 485+61.89, for a point of non-tangency of the herein described parcel;
- 2) Along a curve to the left, having a delta angle of **01°21'23"**, a radius of **4891.00** feet, an arc length of **115.79** feet, and a chord which bears **N 88°27'13" W** for a distance of **115.78** feet to a ½" iron rod with TxDOT aluminum cap set, 82.94 feet right of proposed R.M. 620 baseline station 484+43.91, in the easterly boundary line of Lot 1 of the Elm Fork subdivision recorded in Cabinet E, Slide 205 of the Plat Records of Williamson County Texas, and conveyed to LCC Realty Partners, LTD by instrument recorded in Document No. 2005059309 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said Lot 18, for the southwesterly corner of the herein described parcel,
- 3) **THENCE**, departing said proposed ROW line, with the easterly boundary line of said Lot 1, same being the westerly boundary line of said Lot 18, **N 07°27'30" W** at a distance of 35.09 feet pass a ½" iron rod found and continuing for a total distance of **36.79** feet to a calculated point being an angle point in the existing southerly ROW line of R.M. 620 (ROW width varies); being the northwesterly corner of said Lot 18, same being the northeasterly corner of said Lot 1, for the northwesterly corner of the herein described parcel;

- 4) **THENCE**, continuing with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 18, **N 88°29'03" E** for a distance of **125.15** feet to a calculated point, being the intersection of said existing ROW line of R.M. 620 and said Briarwood St. ROW line, being the northeasterly corner of said Lot 18, for the northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found bears **N 48°37'25" W** at a distance of 0.25 feet;
- 5) **THENCE**, departing said existing southerly ROW line of R.M. 620, with said existing westerly ROW line of Briarwood St., same being the easterly boundary line of said Lot 18, **S 07°30'27" E** for a distance of **56.27** feet to the **POINT OF BEGINNING**, containing 0.116 acres (5,039 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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

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

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

10 MAR 2014
Date

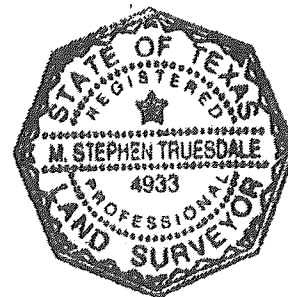


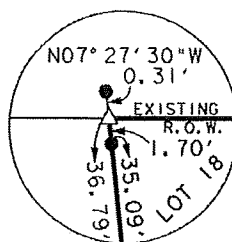
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

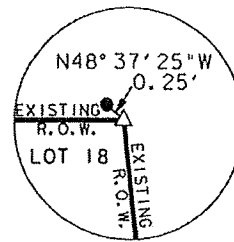
Reissued 12/04/15
PAGE 3 OF 4

PROPOSED R.M. 620 BASELINE
PI STATION = 490+55.90
DELTA = 22° 57' 22" (RT)
DEGREE OF CURVE = 02° 02' 47"
TANGENT = 568.55
LENGTH = 1121.85
RADIUS = 2800.00
PC STATION = 484+87.35
PT STATION = 496+09.20

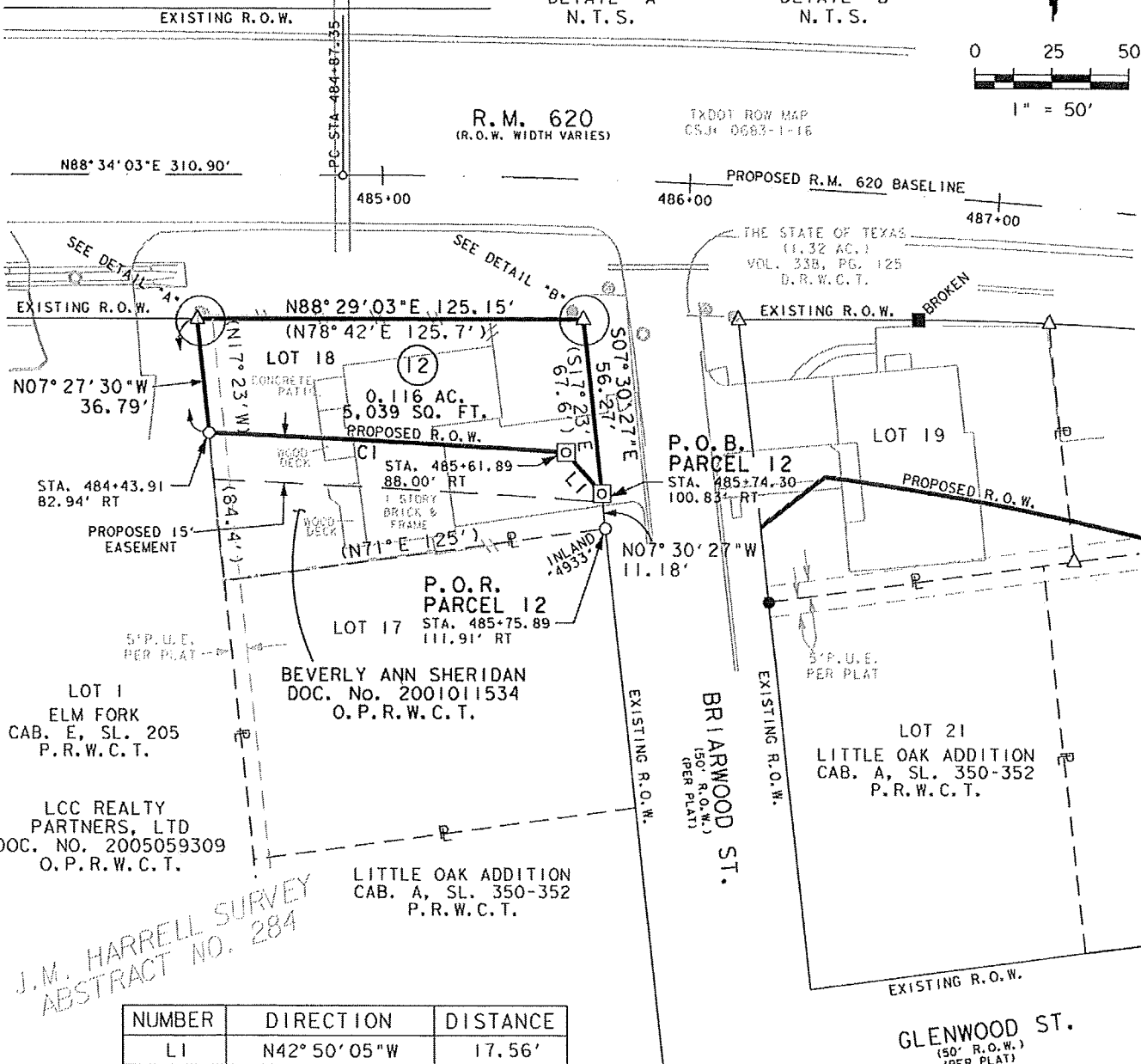
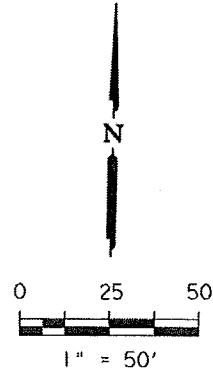
P.C. X=3128065.2590 Y=10160813.5144
P.I. X=3128633.6335 Y=10160827.7278
P.T. X=3129162.5381 Y=10160619.1340



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



NUMBER	DIRECTION	DISTANCE
LI	N42° 50' 05" W	17.56'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	01° 21' 23"	4891.00'	115.79'	115.78'	N88° 27' 13" W

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

PARCEL PLAT SHOWING PROPERTY OF
BEVERLY ANN SHERIDAN



1" = 50'
CSJ # 0683-01-092
PROJECT RM 620
COUNTY WILLIAMSON

PARCEL 12

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
□	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
▣	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌋	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊕	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1022, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 17, 2014, ISSUE DATE JANUARY 28, 2014.

1. RESTRICTIVE COVENANTS: CABINET A, SLIDE 350, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10E. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE REAR PROPERTY LINE, AS SHOWN PER THE RECORDED PLAT IN CABINET A, SLIDE 350, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

G. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

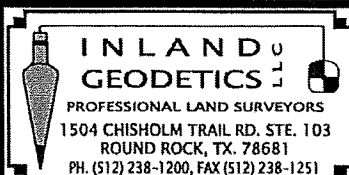
M. Stephen Truesdale

DATE: 10 MAR 2014

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	0.116	5,039
CALC/DEED AREA	0.217	9,454
REMAINDER AREA	0.101	4,415



PARCEL PLAT SHOWING PROPERTY OF
BEVERLY ANN SHERIDAN



Texas Department of Transportation

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL 12

EXHIBIT B

County: Williamson
 Parcel : Sheridan
 Highway: R. M. 620

PROPERTY DESCRIPTION FOR BEVERLY SHERIDAN

DESCRIPTION OF A 0.101 ACRE (4,413 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 18 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDE 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO BEVERLY ANN SHERIDAN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001011534 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.101 ACRE (4,413 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped ½" iron, marked "Inland 4933" set 111.91 feet right of proposed Ranch to Market (R.M.) 620 baseline station 485+75.89 in the existing westerly right-of-way "ROW" line of Briarwood St. (50' ROW width), being the northeasterly corner of Lot 17 of said subdivision, same being the southeasterly corner of said Lot 18, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the existing westerly ROW line of said Briarwood St., with the common boundary line of said Lot 17 and said Lot 18, **S 80°42'29" W** for a distance of **124.60** feet to a calculated point in the easterly boundary line of Lot 1 of the Elm Fork subdivision recorded in Cabinet E, Slide 205 of the Plat Records of Williamson County Texas, being the northwesterly corner of said Lot 17, same being the southwesterly corner of said Lot 18, for the southwesterly corner of the herein described tract;
- 2) **THENCE**, departing the northerly boundary line of said Lot 17, with the easterly boundary line of said Lot 1, same being the westerly boundary line of said Lot 18, **N 07°27'30" W** for a distance of **47.61** feet to a capped ½" iron, marked "Inland 4933" set, 82.94 feet right of proposed R.M. 620 baseline station 484+43.91 in the proposed southerly ROW line of R.M. 620 (ROW width varies), and from which the calculated northwesterly corner of said Lot 18, being the existing southerly ROW line of R.M. 620 (ROW width varies) bears, **N 07°27'30" W** at a distance of 35.09 feet passing a ½" iron rod found and continuing for a total distance of 36.79 feet;

THENCE, departing the easterly boundary line of said Lot 1, with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 18 the following two (2) courses:

- 3) along a curve to the right, having a delta angle of **01°21'23"**, a radius of **4,891.00** feet, an arc length of **115.79** feet, and a chord which bears **S 88°27'13" E** for a distance of **115.78** feet to a ½" iron rod with TxDOT aluminum cap set, (to be replaced with TxDOT Type II monument) 88.00 feet right of proposed R.M. 620 baseline station 485+61.89, for a point of non-tangency;
- 4) **S 42°50'05" E** for a distance of **17.56** feet to a ½" iron rod with TxDOT aluminum cap set, (to be replaced with TxDOT Type II monument) 100.83 feet right of proposed R.M. 620 baseline station 485+74.30 in said existing westerly ROW line of Briarwood St., same being the easterly boundary line of said Lot 18, for the northeasterly corner of the herein described tract, and from which a calculated point at the intersection of the existing southerly ROW line of R.M. 620 and said existing westerly ROW line of Briarwood St., being the northeasterly corner of said Lot 18, bears **N 07°30'27" W** at a distance of 56.27 feet;

- 5) **THENCE**, departing said proposed southerly ROW line of R.M. 620, with the existing westerly ROW line of said Briarwood St., same being the easterly boundary line of said Lot 18, **S 07°30'27" E** for a distance of **11.18** feet to the **POINT OF BEGINNING**, containing 0.101 acres (4,413 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

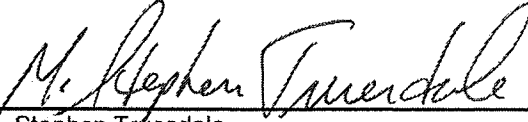
THE STATE OF TEXAS§

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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

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


M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681


Date



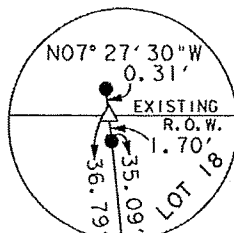
EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

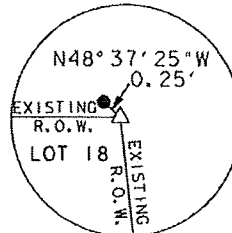
09/22/16
PAGE 3 OF 4

PROPOSED R.M. 620 BASELINE
P.I. STATION = 490+55.90
DELTA = 22° 57' 22" (RT)
DEGREE OF CURVE = 02° 02' 47"
TANGENT = 568.55
LENGTH = 1121.85
RADIUS = 2800.00
PC STATION = 484+87.35
PT STATION = 496+09.20

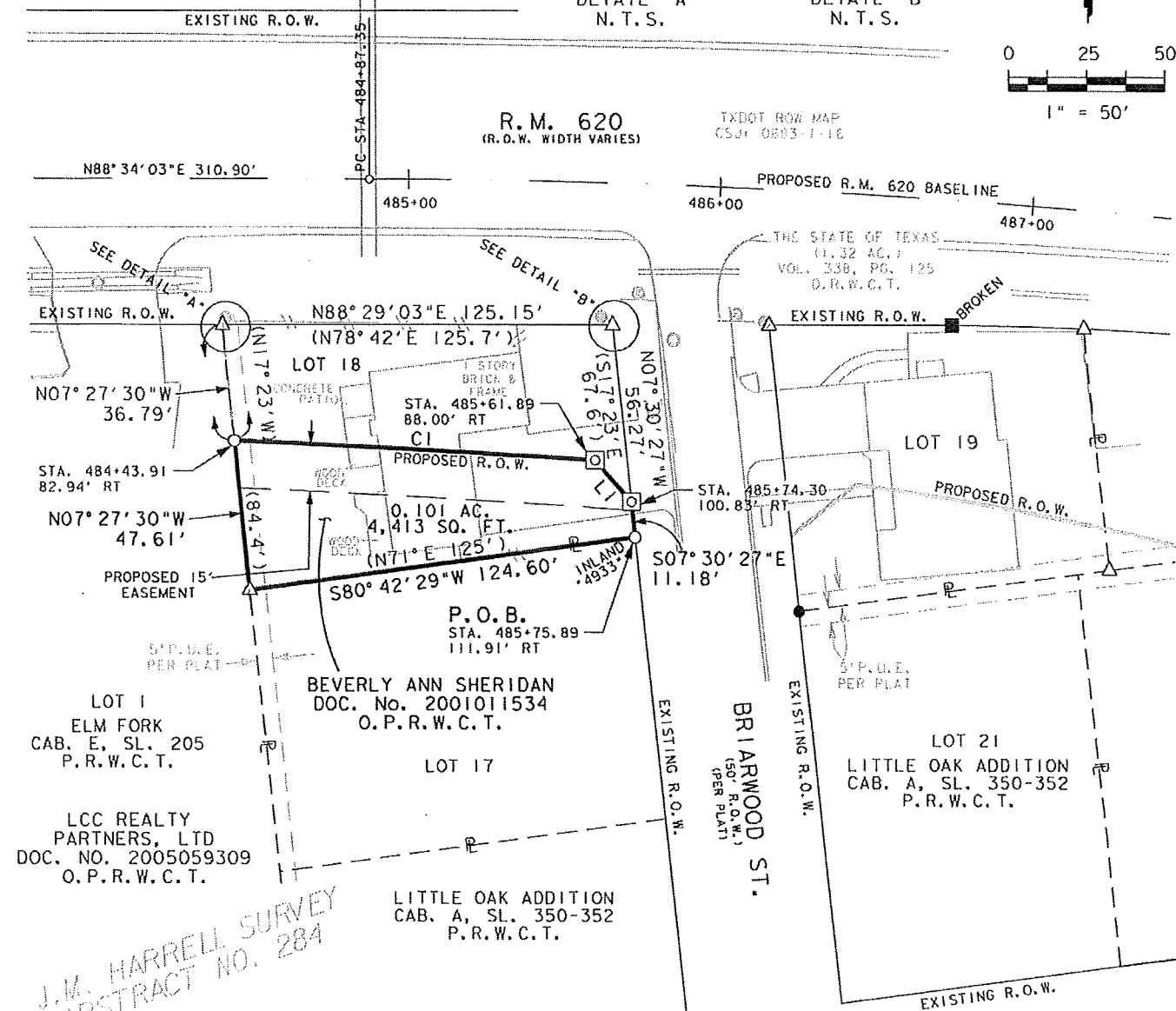
P.C. X=3128065.2590 Y=10160813.5144
P.I. X=3128633.6335 Y=10160827.7278
P.T. X=3129162.5381 Y=10160619.1340



DETAIL "A"
N.T.S.

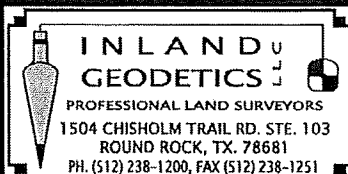


DETAIL "B"
N.T.S.



NUMBER	DIRECTION	DISTANCE
LI	S42° 50' 05" E	17.56'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	01° 21' 23"	4891.00'	115.79'	115.78'	S88° 27' 13" E



PARCEL PLAT SHOWING PROPERTY OF

BEVERLY ANN SHERIDAN

0.010 AC.
4,413 SQ. FT.

SCALE 1" = 50' CSJ # 0683-01-092 PROJECT RM 620 COUNTY WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/22/16
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊠	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
⊡	TXDOT TYPE II CONCRETE MONUMENT FOUND	—	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
×	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
⊕	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1022, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 17, 2014, ISSUE DATE JANUARY 28, 2014.

I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 350, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOE. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE REAR PROPERTY LINE, AS SHOWN PER THE RECORDED PLAT IN CABINET A, SLIDE 350, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

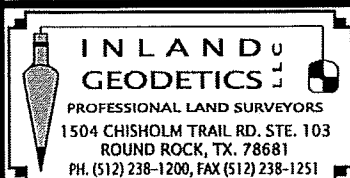
F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

G. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:



PARCEL PLAT SHOWING PROPERTY OF

BEVERLY ANN SHERIDAN

0.010 AC.
4,413 SQ. FT.

SCALE

1" = 50'

CSJ #

0683-01-092

PROJECT

RM 620

COUNTY

WILLIAMSON

EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



DEED

RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092

TxDOT Parcel No.: 12

Grantor(s), whether one or more:

Beverly Ann Sheridan n/k/a Beverly Ann Ketchum and Billy Ketchum

Grantor's Mailing Address (including county):

406 Briarwood Street
Round Rock, Texas 78681
Williamson County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761
Travis County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: Brick Veneer Residence and Covered Garage.

Grantor covenants and agrees to remove the Retained Improvements from the Property by the later of (1) thirty (30) days after the date of this Deed, or (2) the expiration of any Notice to Vacate deadline provided pursuant to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., or any applicable TxDOT relocation assistance program, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Beverly Ann Sheridan n/k/a
Beverly Ann Ketchum

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on _____
_____ by Beverly Ann Sheridan n/k/a Beverly Ann Ketchum, in the capacity and for the purposes and
consideration recited herein.

Notary Public—State of Texas

GRANTOR:

Billy Ketchum

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on _____
_____ by Billy Ketchum, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.101 acre (4,413 Sq. Ft.) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12R**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein ("the Retained Improvements"), to wit: Brick Veneer Residence and Covered Garage.

Grantor covenants and agrees to remove the Retained Improvements from the Property by the later of (1) thirty (30) days after the date of this Deed, or (2) the expiration of any Notice to Vacate deadline provided pursuant to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., or any applicable TxDoT relocation assistance program, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2016.

Beverly Ann Sheridan n/k/a
Beverly Ann Ketchum

[illegible]

Notary Public, State of Texas

GRANTOR:

Billy Ketchum

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____,
2016 by Billy Ketchum, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution in support of a Central Texas Regional Mobility Authority (CTRMA) project request.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director:

Cost:

Indexes:

Attachments: Resolution

Department: Administration

Text of Legislative File 2016-3897

RESOLUTION NO. R-2016-3897

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created to improve the transportation system in Williamson and Travis counties with a mission to implement transportation options that reduce congestion and create transportation choices that enhance quality of life and economic vitality; and

WHEREAS, Williamson County and cities within the county have identified three projects in long-term transportation planning that will have a significant impact for their residents, including the design and construction of Phase 1 of MoKan Expressway (Chandler Road to State Hwy 45), the full development of frontage roads in the southern portion of 183A, and the expansion of 183A tolled main lanes from their current terminus near Hero Way to State Highway 29; and

WHEREAS, these projects are necessary to provide transportation solutions for our rapidly growing population and it is essential to complete these projects, while right-of-way is still affordable and before corridors are developed, which could cause disruptions for businesses, homes or schools if delays occur; and

WHEREAS, congestion is bad for the environment, for the economy, for public safety, and for quality of life; these projects will give drivers the option to spend less time on the road, help improve air quality and reduce the threat to public safety caused by crowded highways; and

WHEREAS, a reliable transportation infrastructure is vital to connect goods and people, with connectivity for motorists being the cornerstone of prosperity, creating expanded economic development, and more financial opportunities for individuals and families, Now Therefore

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

That the City Council requests that the CTRMA partner with Williamson County and the City to assist in the development of these projects that will improve the quality of lives and safety for City residents and the region.

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 27th day of October, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider confirming the City Manager's appointment of Robert Isbell as the Round Rock Fire Chief, effective December 12, 2016.

Type: Appointment

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File 2016-3888



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to KR Acquisitions, LLC to locate a facility in the City.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/27/2016

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2016-3867