



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, December 1, 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. RESOLUTIONS:

- E.1 [2016-3981](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Zephyr Environmental Corporation for as-needed environmental related services.](#)
- E.2 [2016-3982](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No.3 for Architectural Services with Jacobs Engineering Inc. for the Luther Peterson Service Center Project.](#)
- E.3 [2016-3987](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with CV Chandler Road, LLC for the purchase of a 0.095 acre right of way tract and a 0.004 acre PUE necessary for the University Blvd Project \(Parcel 21\).](#)
- E.4 [2016-3973](#) [Consider a resolution amending the FY 2015/2016 Self-Funded Health Insurance Budget.](#)
- E.5 [2016-3974](#) [Consider a resolution approving the FY 2016/2017 Self-Funded Health Insurance Budget.](#)

- E.6 [2016-3975](#) [Consider a resolution accepting the City's Quarterly Investment Report for the quarter ended September 30, 2016.](#)
- E.7 [2016-3976](#) [Consider a resolution approving an updated investment policy and strategy for the investment of City funds.](#)
- E.8 [2016-3985](#) [Consider a resolution adopting the Community Development Block Grant \(CDBG\) budget for the 2016-2017 Program Year.](#)
- E.9 [2016-3986](#) [Consider a resolution authorizing the City Manager to issue a purchase order with Tyler Technologies for Utility Billing and related SaaS software applications.](#)
- F. PUBLIC HEARINGS:**
- F.1 [2016-3972](#) [Consider public testimony regarding the annexation of approximately 36.95 acres located at Gattis School Road and Westview Drive.](#)
- G. ORDINANCES:**
- G.1 [2016-3970](#) [Consider an ordinance annexing 15.152 acres located northeast of the intersection of Old Settlers Boulevard and Settlement Drive and on the east side of Settlement Drive. \(First Reading\)*](#)
- G.2 [2016-3971](#) [Consider public testimony regarding, and an ordinance zoning 15.152 acres of land northeast of the intersection of Old Settlers Blvd. and Settlement Dr. and east of Settlement Dr. to the PUD \(Planned Unit Development\) No. 109 zoning district, to be known as Cottages at Meadow Lake. \(First Reading\)*](#)
- G.3 [2016-3984](#) [Consider an ordinance readopting Chapter 24, Article II, Code of Ordinances \(2010 Edition\), regarding youth curfew regulations. \(First Reading\)\(Requires Two Readings\)](#)
- H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**
- I. EXECUTIVE SESSION:**
- I.1 [2016-3993](#) [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.](#)

J. 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 22nd day of November 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 resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Zephyr Environmental Corporation for as-needed environmental related services.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

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

Cost: \$100,000.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2016-3981

As a growing City, Round Rock is often presented with demands for specialty services before funding full programs are justified. This is the case with the various complexities associated with environmental services. Federal and State regulations are constantly evolving and creating unique and sometimes unrealized challenges as departments conduct their daily operations and projects.

The City is in need of an environmental consulting firm to assist on an as-needed basis for environmental related tasks. Zephyr Environmental was selected to provide a support team with sufficient qualified staff to ensure *prompt availability with minimal notice* for each task. It is intended that Zephyr and their partners will serve as an extension of staff via this work authorization contract.

Tasks may include but are not limited to the following:

- Environmental Review, Permitting and Analysis - Support for City projects and/or interests regarding compliance with various Federal and State Regulatory Agencies e.g. USFWS, TCEQ, TPWD, USACE, or EPA.
- Hazardous Materials, Hazardous Waste, and Solid Waste Management - Assistance with the management of city-generated hazardous/ special waste, hazardous/special material spills, clean up, and restoration.
- Facilities Environmental Management & Inspections - Assistance with evaluation and management of asbestos, mold, lead-based paint or indoor air quality concerns.

Cost: \$100,000

Source of Funds: Utility Fund

Staff recommends approval.

RESOLUTION NO. R-2016-3981

WHEREAS, the City of Round Rock desires to retain professional consulting services related to environmental services to be provided on an as-needed basis for various projects; and

WHEREAS, Zephyr Environmental Corporation has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Zephyr Environmental Corporation, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Environmental Services With Zephyr Environmental Corporation, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR
ENVIRONMENTAL SERVICES
WITH
ZEPHYR ENVIRONMENTAL CORPORATION**

THE STATE OF TEXAS	§	
	§	
THE CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THIS AGREEMENT for professional consulting services related to environmental services to be provided on an as-needed basis for various projects (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and ZEPHYR ENVIRONMENTAL CORPORATION, located at 2600 Via Fortuna, Suite 450, Austin, Texas 78746 (the "Consultant" or "Zephyr").

RECITALS:

WHEREAS, City desires to contract for Consultant's professional services generally described as environmental services; and

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

WHEREAS, desires to contract for such professional services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall from the effective date of this Agreement through December 31, 2019.

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

2.0 CITY SERVICES

The City agrees to furnish the Consultant the information set forth and appended to this Agreement as Exhibit “A” titled “Services to be provided by the City,” which document is attached hereto and incorporated herein by reference for all purposes.

3.0 SCOPE OF SERVICES

The Scope of Services is appended to this Agreement as Exhibit “B” titled “Services to be provided by the Consultant,” which document is attached hereto and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit “B.” Consultant’s undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with the appended “Work Schedule,” attached as Exhibit “C” and incorporated herein by reference for all purposes. Services performed by Consultant shall be in accordance with due care and prevailing consulting industry standards for comparable services.

4.0 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit “B” and may not be changed without the express written agreement of the parties. Notwithstanding anything herein to the contrary, the parties agree that City retains absolute discretion and authority for all funding decisions, such to be based solely on criteria accepted by City which may be influenced by but not be dependent on Consultant’s work.

5.0 CONTRACT AMOUNT

In consideration for the professional consulting services described in Exhibit “B,” City agrees to pay Consultant an amount not-to-exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)**, in accordance with Exhibit “D” entitled “Fee Schedule,” which document is attached hereto and incorporated herein by reference for all purposes.

6.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by

the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

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

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.0 PROMPT PAYMENT POLICY

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 TIMETABLES

Unless otherwise indicated to Consultant in writing by City, or unless Consultant is unreasonably delayed in the orderly progress of its work by forces beyond Consultant's control, the following timetable structure and deliverable due dates shall be in reasonable conformity to Consultant's schedule tendered to City and attached as Exhibit "C."

10.0 SUPPLEMENTAL AGREEMENT

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

11.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section

shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

12.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

13.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

14.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the

confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

15.0 WARRANTIES

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

16.0 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

17.0 INDEMNIFICATION

Consultant and the City each agree to indemnify, defend and hold harmless the other from and against amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible property to the extent arising out of the indemnitor's negligence in the performance of this Agreement.

Consultant agrees to indemnify, defend and hold harmless the City from and against any and all amounts payable under any judgment, verdict, court order or settlement for Third Party claims of infringement of any trade secrets, copyrights, trademarks or trade names alleged to have occurred and arising from the deliverables provided by Consultant to the City in connection with the performance of this Agreement. Should the City's use of such deliverables be determined to have infringed, Consultant may, at its option: (i) procure for the City the right to continue using such deliverables provided or (ii) replace or modify them to make their use non-infringing while yielding substantially equivalent results. If neither of the above options is or would be available on a basis that is commercially reasonable, then Consultant may terminate this Agreement, the City shall return such deliverables provided, and Consultant will refund to

the City the fees paid for the deliverables provided. This infringement indemnity does not cover claims arising from the combination of such deliverables with products or services not provided by Consultant; the modification of such deliverables by any person other than Consultant; deliverables complying with or based upon (1) designs provided by or at the direction of the City or (2) specifications or other information provided by or at the direction of the City; or use of systems, materials or work performed in a manner not permitted hereunder or by another obligation of the City to Consultant.

The indemnities in this section are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which gives rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to participate in the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling a claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel.

18.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

19.0 LOCAL, STATE AND FEDERAL TAXES

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

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

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

20.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits,

licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

21.0 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

22.0 FINANCIAL INTEREST PROHIBITED

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

23.0 DESIGNATION OF REPRESENTATIVES

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

Alysha Girard
Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, TX 78664
512-218-6646

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

Maria M. Gou, President
2600 Via Fortuna
Suite 450
Austin, TX 78746
512-879-6625

24.0 NOTICES

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

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

Notice to Consultant:

Zephyr Environmental Corporation
2600 Via Fortuna
Suite 450
Austin, TX 78746
512-879-6625

Notice to City:

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

AND TO:

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

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

25.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

26.0 EXCLUSIVE AGREEMENT

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

27.0 DISPUTE RESOLUTION

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

28.0 SEVERABILITY

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

29.0 STANDARD OF CARE

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

30.0 GRATUITIES AND BRIBES

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

31.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

32.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these

circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

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

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

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

[Signatures on the following page.]

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

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Zephyr Environmental Corporation

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit A

Services to be provided by the City

The City will provide the following information and other assistance to the Consultant that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Consultant; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Consultant in the course of the Consultant's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Consultant; and timely provisions of comments, if any, to the Consultant resulting from said reviews.

EXHIBIT B

Services to be provided by the Consultant

The City of Round Rock is seeking assistance on an as-needed basis for environmental related tasks. The Consultants will provide a support team with sufficient qualified staff to ensure prompt availability with minimal notice for each task.

Types of work may include:

Environmental Review, Permitting and Analysis

Support for City projects and/or interests regarding compliance with various Federal and State Regulatory Agencies including: Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Texas Parks and Wildlife Department (TPWD).

Work may include biological surveys, archaeological surveys, and other environmental assessment activities necessary for site assessments, risk assessment and management, records management, construction support, regulatory strategy and liaison for the following:

- Phase I and II Environmental Site Assessments (ESAs)
- National Environmental Policy Act (NEPA) Documentation
- TCEQ Edwards Aquifer Protection Program
- USACE 404 Permitting and Regulatory Wetland Delineations
- Total Maximum Daily Load (TMDL) and associated I-Plan

Hazardous Materials, Hazardous Waste, and Solid Waste Management Issues

Assistance with Federal and State environmental regulations governing the management of city-generated hazardous/special waste, hazardous/special material spills, clean up, and restoration.

Work may include support and guidance regarding the storage, transportation, use, removal, lawful disposal, manifests, underground tanks, health and safety concerns, training, and permit requirements. Tasks may include hazardous and special waste management services (including but not limited to): preparation of annual waste reports, training for City staff regarding waste management, and assistance to the City regarding the classification and proper disposal of waste.

Facilities Environmental Management & Inspections

Asbestos: The Consultant may be required to perform asbestos surveys, prepare abatement project specifications, and oversee abatement activities. The Consultant shall provide a Licensed Asbestos Consultant Agency and a Licensed Asbestos Individual Consultant to perform or oversee the services.

Other Related Risks (e.g. Mold, Lead-Based Paint, Radon, and Radiation): The Consultant may be required to provide guidance and assistance regarding the assessment and remediation for potential mold, lead-based paint, radon, radiation, and/or indoor air quality concerns.

Storm Water Management: The Consultant may be required to assist the City with management of its TPDES MS4, CGP, and/or MSGP permits including providing direction and guidance in storm water pollution prevention plans (SWP3). The Consultant may also be required to conduct storm water monitoring, training, and inspections of City facilities in relation to appropriate permits.

In support of the activities above, the consultant may also be required to

Task Supplemental 1: Analytical Laboratory Services

The City expects that analytical laboratory services will be required for this contract to perform analytical testing in support of the above mentioned environmental services. The laboratories should maintain accreditation by an approved, independent accrediting organization, e.g., American Association of Laboratory Accreditation (A2LA) and/or demonstrate successful participation in appropriate proficiency analytical testing programs for the testing that they will perform under this contract, and/or be in good standing with TCEQ and EPA, as necessary.

Task Supplemental 2: Texas Antiquities Code/Texas Historical Commission

It is not uncommon for environmental and archeological consulting services to overlap on the same project. The consultant (or its partner firm) may be required to conduct investigations for environmental, antiquities, and historical concerns often inform and direct decisions on land acquisition, preliminary site layout, etc. Antiquities/Historical consultants shall have knowledge and experience of Federal and State regulations and grant requirements.

1. KEY PERSONNEL

A summary of the proposed engineering team including names and titles are presented in table B-1.

**TABLE B-1
SUMMARY OF PROPOSED CONSULTANT TEAM PERSONNEL**

NAME	TITLE
Ryan Bayer	Sr. Consultant
Nathan Collier	Technician
Robin Cosgrove	Sr. Project Scientist
Bob Fisher	Project 1
Michele Foss	Project 3
Lance Gillaspie	Sr. Staff Scientist
Jennifer Knowles	Staff 3
Misti Johnson	Sr. Staff Scientist
Steve McVey	Principal
Betty Moore	Sr. Consultant
Paul Moore	Project 3
Julie Morelli	Project 3
Linda Salzar	Sr. Staff
Dave Sorrells	Sr. Technical Specialist
Rob von Czoernig	Project 1
Chris Dayton	Principal Investigator
Haley Rush	Project Archeologist

Bill Bishop	Asbestos Consultant
Clynt Grimm	Asbestos & Mold Consultant
Matthew Zappa	Asbestos & Lead Consultant
Troy Jenkins	Asbestos, Mold & Indoor Air Consultant

EXHIBIT C

Work Schedule

All work shall be complete by December 31, 2019.

(Work Schedule to be determined with each individual Work Authorization.)

EXHIBIT D

Fee Schedule

Hourly rates to be billed on a time and materials basis as described in each Work Authorization.

Role

Hourly Rate

Zephyr Environmental Corporation, Prime Contractor	
<u>Labor Category</u>	<u>Hourly Rate</u>
Principal	\$215
Senior Consultant	\$200
Senior Technical Specialist	\$200
Senior Project Manager/Engineer/Scientist	\$185
Project 3 Manager/Engineer/Scientist	\$170
Project 2 Manager/Engineer/Scientist	\$160
Project 1 Manager/Engineer/Scientist	\$150
Senior Staff Engineer/Scientist	\$140
Staff 3 Engineer/Scientist	\$130
Staff 2 Engineer/Scientist	\$120
Staff 1 Engineer/Scientist	\$110
Natural Resources Specialist	\$110
Natural Resources Scientist	\$95
Senior Technician/Draftsman	\$90
Technician/Draftsman	\$80
Project Support Specialist	\$75
Administrative Assistant	\$55
Cox McLain Environmental Consulting, Subcontractor	
<u>Labor Category</u>	<u>Hourly Rate</u>
Principal Investigator	\$90
Project Archeologist	\$75
Jenkins Environmental, Subcontractor	
<u>Labor Category</u>	<u>Hourly Rate</u>
Principal Consultant (Indoor Air Quality)	\$160
Asbestos/Mold/Lead Consultant	\$110
Lead/Asbestos Project Manager	\$110
Inspector Project Manager	\$80

* Rates may be amended once per calendar year in 2018 and 2019. Each adjustment may not to exceed a 3% increase per role.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group 4801 Woodway Drive Suite 300 East Ph: 713.552.1900 Houston TX 77056 Fx: 713.513.5411	CONTACT NAME: Travis Landers / Candi Carpenter / Deanna Dyer PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED Zephyr Environmental Corporation 2600 Via Fortuna, #450 Austin, TX 78746	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : Travelers Indemnity of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Casualty Ins Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER D : Continental Casualty Insurance Co</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Company	25658	INSURER B : Travelers Indemnity of America	25666	INSURER C : Travelers Casualty Ins Co of America	19046	INSURER D : Continental Casualty Insurance Co	20443	INSURER E :		INSURER F :	
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INSURER D : Continental Casualty Insurance Co	20443														
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					6801H351634	08/08/2016	08/08/2017	EACH OCCURRENCE \$ 2,000,000				
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000									
	<input type="checkbox"/>					MED EXP (Any one person) \$ 10,000								
	<input type="checkbox"/>					PERSONAL & ADV INJURY \$ 2,000,000								
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 4,000,000									
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC				PRODUCTS - COMP/OP AGG \$ 4,000,000				
	<input type="checkbox"/>	OTHER:				\$								
B	AUTOMOBILE LIABILITY						BA1448X271	08/08/2016	08/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input checked="" type="checkbox"/>	ANY AUTO		<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per person) \$								
	<input type="checkbox"/>	ALL OWNED AUTOS		<input checked="" type="checkbox"/>	NON-OWNED AUTOS	BODILY INJURY (Per accident) \$								
	<input checked="" type="checkbox"/>	HIRED AUTOS		<input checked="" type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$								
	<input type="checkbox"/>					\$								
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR			CUP4D191092	08/08/2016	08/08/2017	EACH OCCURRENCE \$ 10,000,000			
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE	AGGREGATE \$ 10,000,000								
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$ 10,000	\$									
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						UB3631T338	08/08/2016	08/08/2017	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below				<input checked="" type="checkbox"/>					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
										E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Professional Liability Includes Pollution						EEH288356853	08/08/2016	08/08/2017	Per Claim Limit 2,000,000 Aggregate Limit 4,000,000				

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

The City of Round Rock is named as additional insured on all policies except Workers Compensation/Employers Liability and Professional Liability. 30 Days notice of cancellation is provided.

CERTIFICATE HOLDER City of Round Rock City Manager 221 East Main Street Round Rock, TX 78664	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <CC>
---	--

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-137821

Date Filed:
11/16/2016

Date Acknowledged:

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

Zephyr Environmental Corporation
Austin, 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.

Environmental Consulting Serv
Environmental Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Blackmore, Jeffrey	Houston, TX United States	X	
	Harder, Curtis	Austin, TX United States	X	
	Junker, Jennifer	Austin, TX United States	X	
	Moon, Larry	Austin, TX United States	X	
	Osborne, Bryan	Austin, TX United States	X	
	Seinfeld, Jennifer	Columbia, MD United States	X	
	Sullivan, Thomas	Austin, TX United States	X	
	Gou, Maria	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Maria M. Gou
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Maria M. Gou, this the 17th day of November, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Leslie Mansel
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No.3 for Architectural Services with Jacobs Engineering Inc. for the Luther Peterson Service Center Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Chad McDowell, General Services Director

Cost: \$177,694.00

Indexes: General Self-Financed Construction; Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2016-3982

Phase one of the new Luther Peterson Complex was originally conceptualized to consolidate field and shop functions of Transportation and Utilities in a single campus. Through Programming the team decided the Administrative function of Transportation and Utilities would be beneficial to include in Phase one. This decision was based on work efficiencies and design efficiencies while going through the programming process.

This decision is in line with the master plan, timing of administration moving is the only adjustment. This change order to Jacobs covers all necessary design cost to complete the added scope of work.

Cost: \$177,649.00

Source of Funds: General Self-Financed Construction and Self-Financed Water Construction

Staff Recommends approval

RESOLUTION NO. R-2016-3982

WHEREAS, the City of Round Rock (“City”) has previously entered into an Agreement for Architectural Services with Jacobs Engineering Group Inc. for the Luther Peterson Service Center; and

WHEREAS, it has now become necessary to amend the Agreement to increase the not-to-exceed fee as a result of the City’s request to increase the scope of services, specifically architectural and design services relating to the U/E and Transportation administration building; and

WHEREAS, Jacobs Engineering Group Inc. has submitted Supplemental Agreement No. 3 to the Agreement for Architectural Services; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with Jacobs Engineering Group Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 3 to “City of Round Rock Agreement for Architectural Services” for the Luther Peterson Service Center With Jacobs Engineering Group Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3 TO
"CITY OF ROUND ROCK AGREEMENT FOR ARCHITECTURAL SERVICES"
FOR THE LUTHER PETERSON SERVICE CENTER
WITH JACOBS ENGINEERING GROUP INC.**

CITY OF ROUND ROCK)	
)	
STATE OF TEXAS)	
)	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON)	
COUNTY OF TRAVIS)	

FIRM: Jacobs Engineering Group Inc.
ADDRESS: 1999 Bryan Street, Suite 1200, Dallas, TX 75201
PROJECT: Luther Peterson Service Center

This Supplemental Agreement No. 3 to "City of Round Rock Agreement for Architectural Services" for the Luther Peterson Service Center is made by and between the City of Round Rock, Texas (hereinafter referred to as the "City"), and Jacobs Engineering Group Inc. (hereinafter referred to as "Architect").

WHEREAS, the City and Architect executed an Agreement (hereinafter referred to as the "Agreement") on the 24th day of the month of March, 2016, for provision of professional architectural services and design services related to the new construction of the Luther Peterson Service Center; and

WHEREAS, the City and Architect also executed Supplemental Agreement No. 1 on the same date; and

WHEREAS, the City and Architect also executed Supplemental Agreement No. 2 on September 8, 2016; and

WHEREAS, it has now become necessary to amend the Agreement to increase the not-to-exceed fee as a result of the City's request to increase in the scope of services, specifically architectural and design services relating to the U/E and Transportation administration building;

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

I.

Section 1.1.2.3 of the Agreement shall be amended by addition of the following:

The program of development shall be amended to include the additional tasks set forth in the attached Exhibit "A" to this Supplemental Agreement No. 3, incorporated herein for all

purposes.

II.

Section 1.1.2.4 of the Agreement shall be amended by addition of the following:

The Fee Schedule relative to this Agreement shall be amended by an increase in the amount of **One Hundred Seventy-Seven Thousand Six Hundred Forty-Nine and No/100 Dollars (\$177,649.00)** to the previous not-to exceed amount of **Eight Hundred Fifty Thousand Two Hundred Fourteen and No/100 Dollars (\$850,214.00)**, for an amended not-to-exceed amount of **One Million Twenty-Seven Thousand Eight Hundred Sixty-Three and No/100 Dollars (\$1,027,863.00)**, as described in the attached Exhibit "B" to this Supplemental Agreement No. 3, which shall be incorporated herein for all purposes.

III.

With the exception of the terms set forth herein, there shall be no other changes in the terms or conditions of the original Agreement, Supplemental Agreement No. 1, or Supplemental Agreement No. 2, to the original Agreement and those such terms and conditions shall remain effective.

[Signatures on the following page.]

IN WITNESS WHEREOF, the City and Architect have executed this Supplemental Agreement No. 3 in duplicate originals.

CITY OF ROUND ROCK, TEXAS

JACOBS ENGINEERING GROUP INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

FOR CITY, ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

**EXHIBIT A
SCOPE OF SERVICE
CITY OF ROUND ROCK – LUTHER PETERSON SERVICE CENTER
AMENDMENT #3**

The City of Round Rock (CoRR) has published a Master Plan for rebuilding and renovating the existing Luther Peterson Service Center Complex (LPSCC) into a single campus that contains Administrative Office and Departmental Shop functions for Utility Engineering (EU), Transportation (T), and General Services Fleet Maintenance (GS) departments. The Master Plan envisions a 20 year growth plan accomplished in three phases. Phase I of the Master Plan describes Near Term New Construction for Offices, Exterior Structures, and yard requirements.

The CoRR commissioned a nationally recognized architecture firm to prepare the Master Plan document, which included Facility Area Requirements by Department and by Phase. Needs were described as Near Term (2020) and Long Term (2035) and included a breakout of Department, Future Building, Building Type, and Space Type, as well as a tabulation of the number of spaces (Units), Area calculation per space (SF/Unit), a total Area (USF), Efficiency Factor (EF), and total Gross Square Footage (TGSF). Our proposal is based on the tabulation of Near Term Calculations for Area Type J – Utility + Environmental Services and Type I – Transportation. The document Phase Ib was used as the basis for this proposal and the scope, as we understand it, is itemized on attachment EXHIBIT C, City of Round Rock Luther Peterson, Project Program and Space List, for an estimated budget of approximately **NINE MILLION NINE HUNDRED TWENTY THOUSAND DOLLARS (\$9,920,000.00)**. With the addition of this amendment and amendment #2 the estimated construction budget of the project is approximately **FOURTEEN MILLION ONE HUNDRED NINETY THOUSAND DOLLARS (\$14,190,000.00)**

ASSUMPTIONS

This proposal has been prepared based on the following assumptions:

1. The U/E and Transportation administration groups will be per the attached Program
2. The additional administration building will be a 2 story structure congruent with the main building
3. The building addition will be approximately 10,000 sf
4. Estimated cost of the addition will be approximately \$2,100,000.00 based on \$200/SF.

SCOPE OF SERVICES

Jacobs proposes the following Scope of Service for amendment #3:

1. PLANNING AND DESIGN CHARRETTES / WORKSHOPS – Duration Three (2) Weeks

2.1. Operational Procedures and Philosophies Workshop – one day, Webex / PM, MDG, Design

A. Verify U/E and Transportation administration requirements with CoRR Environment and Engineering, Transportation, and General Services (LPSC) Directors and Department Heads.

- 1) Validate Operations Procedures for the U/E and Transportation administration building and adjacent parking**
 - Based upon the design charrette Jacobs will validate the occupant needs and right size the building and parking to meet the near term requirements.
- 2) Review and Validate Master Plan for the ultimate facility and complementing Equipment**
 - Operations and maintenance data on all vehicles or equipment to be maintained will be assembled. Data to be included in the Vehicle/Equipment inventory are make, model, dimensions, fuel options, weights, quantities and operating characteristics.

B. Prepare Final Facility Program

Add the phase two U/E and Transportation to the phase one and the final facility program

Deliverables for the U/E and Transportation administration building:

- Preliminary Space Program
- Final Facility Program Document including:
 - - Project Overview
 - - Basis for Design
 - - Space Needs Program/Furniture

3. **FINAL DESIGN SERVICES – An additional five weeks (5 Weeks) for schematic to catch up with the main design**

Based upon information and program established during pre-design and approved project concepts and budget the Consultant will initiate Final Design services that include the U/E and transportation administration building functions.

3.1 **Schematic Design (30% submittal)**

A. **Schematic Design Drawings for the U/E and Transportation administration building**

The Consultant will prepare drawings, which are in sufficient detail to illustrate design concepts, systems concepts, interfaces, scale and relationships. The drawings will identify all project components, systems, circulation and access. The schematic design documents will define the following for the U/E and Transportation administration building:

- Site layout including vehicle access/storage, circulation, service access and parking
- Utility locations (coordination with CoRR)
- Preliminary landscape/screening
- Preliminary equipment layouts
- Floor Plans
- Facility massing and scale
- Exterior elevations
- Proposed Building Materials and Color Boards
- Preliminary structural systems
- Narrative of building mechanical and electrical and security systems
- Conceptual appearance (3D Sketchup Models and Renderings (2), Illustrative Site Plan)

B. **Design Report**

The Schematic Design submittal will include a *Basis of Design Report* summarizing the project program, site and building systems requirements. The report will describe the following for the U/E and Transportation administration building:

- Documentation of applicable zoning regulations and building codes
- Record of major design decisions; a brief description of the project scope and purpose, data sources, and contents
- Environmental and archaeological requirements
- Geotechnical requirements.
- Summary of space and functional program requirements (including a reconciliation of programmed and designed spaces at an appendix), schedule requirements
- Narrative of major site, architectural, structural, mechanical, plumbing, fire protection, and electrical systems with proposed primary construction products and materials
- Project budget and Schematic Design cost estimate

C. **3D Study Models and Perspectives**

The Consultant will prepare 3D SketchUp massing models and perspective renderings of the building exterior to illustrate the relationship of site and building components and overall massing for the main administration building.

D. **Estimate of Probable Costs**

The consultant will add the U/E and Transportation administration building to the cost estimate based on the completed Schematic Design Documents. The estimate will be delivered to the CoRR Office 2 weeks after completion of the Schematic Design submittal.

Schematic Design Deliverables to include the U/E and Transportation administration building

- Schematic Design Drawings
- Basis of Design Report
- Estimate of Probable Costs

3.2 Design Development (65% Submittal)

Based upon approved Schematic Design Documents, the Consultant will prepare Design Development Documents which will include the U/E and Transportation administration building size, scope, character, material composition, systems, sequence of operation/control and other features required for a bid add to the program. Documents will include Design Development Design Analysis Report and Outline Technical Specifications. Design Development drawings will be developed to a 60% level of detail and include the following at the U/E and Transportation administration building.

A. Civil and Infrastructure

- Site development plan (horizontal control)
- Site grading plan (vertical control)
- Pavements, parking,
- Site utilities plan, including above and below-ground utilities, points of connection to off-site services, buildings, and facilities
- Retaining wall, screen wall or other site structures
- Storm Water Pollution Prevention Permit

B. Structural

- General notes
- Floor plans showing structural foundation systems and slab construction.
- Required structural information to define the U/E and Transportation administration building

C. Architectural

- Building plans and enlarged plans for all disciplines
- Exit plans with exit load calculations
- Fire-resistive assemblies and their locations
- Building elevations and enlarged partial plans
- Building sections as required to define structure
- Preliminary door, window, fixture and room finish schedules
- Update of Materials and Color Boards

D. MEP Systems

- Site plans showing connection points for water, fire service, sanitary sewer and storm sewer
- Floor plans showing major equipment sizes and locations, heating and refrigerant supplies and returns, domestic hot and cold water supplies and returns, air-handling equipment locations and air-handling distribution, air-handling supply systems and discharge locations and sizes, air-handling exhaust systems and intake locations and sizes, shafts and chases, plumbing fixture locations with fixtures keyed to plumbing fixture schedule and plumbing risers
- Fire suppression water shut-offs, controls, risers and zones for horizontal distribution
- Detailed plumbing risers, HVAC, other plumbing and mechanical systems

Electrical Systems drawings will include:

- Floor plans showing major plant equipment locations and sizes; electrical power systems, including transformers, switch gear, UPS equipment, emergency generators, and primary distribution, including panel boards and cable TV, security, communications, fire alarm and control, and sound systems, including equipment locations and sizes
- Detailed electrical power, lighting, communication, fire alarm and security CCTV
- Vertical and horizontal distribution schematics (including all riser or chase locations)
- Operational procedures and installation details for a complete security system.

E. Maintenance Equipment Drawings and Schedules:

- Equipment for the U/E and Transportation administration building includes elevators and furniture quantities required, dimensions, and impact on other design team disciplines.

F. Landscape and Irrigation

- Planting plans and details
- Soil Amendment plans and details
- Hardscape plans and details
- Irrigation plans and details
- Fencing and screening wall sections and details

H. Preliminary Technical Specifications

The Consultant will add the U/E and Transportation administration building to the Technical Specifications.

I. Estimate of Probable Costs

The consultant will prepare a cost estimate to include the U/E and Transportation administration building based on the completed Design Development Documents.

Design Development Deliverables to include the U/E and Transportation administration building:

- Design Development Drawings
- Outline Technical Specifications
- Equipment Schedules
- Update of Basis of Design Report
- Estimate of Probable Construction Costs

3.3 Contract Documents (95% submittal)

Based upon approved Design Development Documents and the incorporation of any changes or adjustments directed by the CoRR Project Manager, the Consultant will prepare complete Construction Documents to include the U/E and Transportation administration building.

Construction Documents to include the U/E and Transportation administration building will establish and describe the complete size, scope, character, material composition, systems, sequence of operation/control and other features by means of plans, sections and elevations, typical construction details, equipment layouts, including specifications that identify major materials and systems required the U/E and Transportation administration building.

Estimate of Probable Costs

The Consultant will prepare a cost estimate to include the U/E and Transportation administration building based on the completed 95% Construction Documents. The estimate will be delivered to the CoRR Project Manager 2 weeks after completion of the Construction Document (CD) submittal.

Construction Document Deliverables to include the U/E and Transportation administration building:

- 95% Contract Documents
- 95% Technical Specifications
 - Division 1 Technical Specifications (Prepared by CoRR Office and Consultant)
 - Division 2 - 16 Technical Specifications (Prepared by Consultant)
- Schedules (Prepared by Consultant)
- Update of Design Report
- Estimate of Probable Construction Costs

4. BID AND PROPOSAL EVALUATION

A. The Contractor bid will be evaluated for the U/E and Transportation administration building.

CONSTRUCTION SUPPORT SERVICES

A. Construction Support services will be as documented in the base contract with the addition of 10 site meetings with the understanding that the larger building will require longer construction duration.

7. AS-BUILT DOCUMENTS

As part of Project Close-out and after the Certificate of Occupancy has been issued, the General Contractor shall compile all superintendent and subcontractor redlines to the Field Set of Construction Documents and edit the electronic files to reflect the redlines, and transmit the "As Built" documents, un stamped to the City of Round Rock. The Consultant will meet with representatives of CoRR to review and comment on the content and intent of the Contractors "As Built Documents". The Consultant will not be responsible for making changes to the IFC drawings.

**EXHIBIT E – REVISED
PROGRAM COMPENSATION WITH AMENDMENTS**

PROFESSIONAL SERVICES

In consideration for the professional services to be performed by the Architect, the City of Round Rock agrees to pay the Architect a Revised total sum of ONE MILLION THIRTY SIX THOUSAND ONE HUNDRED AND EIGHTY TWO DOLLARS (\$1,036,182.00). The said sum is a fixed not -- to -- exceed amount, and shall be paid as delineated as follows and includes amounts paid for Architects, Engineers, and Planners, as well as specialists for landscape, life safety and fire protection, and ADA.

BASIC SCOPE

Pre-design	\$ 121,000.00
Schematic Design	\$ 90,000.00
Design Development	\$ 120,000.00
Construction Documents	\$ 220,000.00
Bidding	\$ 30,000.00
Construction Phase Services	\$ 120,000.00
Record Drawings	\$ 8,500.00
Direct Reimbursable Cost	\$ 40,000.00

BASE FEE A&E SCOPE with Record Drawings \$ 749,500.00

Amendment #1 (Site Visits)	\$ 8,319.00
Amendment #2 (Additional Scope (warehouse))	\$ 100,714.00
Amendment #3 (Additional Scope (Administration))	\$ 177,649.00

Revised Compensation \$ 1,036,182.00

ADDITIONAL SERVICES

Additional Services are defined as any service not listed as a basic service including revisions to previously-approved plans that necessitate additional work for the Architect, substantive changes in the Project Scope, or additional work necessitated by unknown or reasonably unforeseen circumstances.

City of Round Rock
Luther Peterson Service Center Complex
Round Rock, Texas
Additional Phase 1 - Building Area

Space Needs Program	PHASE 1A - Additional Program					Remarks	
	Space Standard	Qty.		Area [SF]			
		Staff	Space				
Utilities & Environmental Services							
Office Areas							
Utilities & Environmental Services Dept. Director	M Thane	14	x	16	1	224	Private Office
Admin Support							
Marketing Coordinator	C Justice	10	x	10	1	100	Private Office
Admin Tech	K Pyburn	6	x	8	1	64	Workstation
Admin Tech	J Rosenthal	8	x	8	1	64	Workstation
Utility Analyst	Future	8	x	8	1	64	Workstation
Water/Wastewater Systems							
Utility Engineering Manager	D Freireich	10	x	14	1	140	Private Office
Sr. Project Manager	J Bell	8	x	12	1	96	Large Workstation
Sr. Project Manager	E Zapata	8	x	12	1	96	Large Workstation
GIS Analyst	R Reedy	8	x	12	1	96	Large Workstation
GIS Analyst	P Kessinger	8	x	12	1	96	Large Workstation
Sr. Utility Engineer	C Perkins	8	x	12	1	96	Large Workstation
Utility Engineer	Future	8	x	12	1	96	Large Workstation
City Engineer/Floodplain Management							
City Engineer	D Halden	10	x	10	1	100	Private Office
Sr. Engineering Tech	J Vrabel	8	x	12	1	96	Large Workstation
Storm Water Program							
Storm Water Manager	A Girard	10	x	14	1	140	Private Office
Sr. Engineering Tech	R Breadlove	8	x	12	1	96	Large Workstation
Sr. Storm Water Tech	T White	8	x	12	1	96	Large Workstation
Sr. Project Manager	L Shellenberger	8	x	12	1	96	Large Workstation
Storm Water Tech	J Brown	8	x	12	1	96	Large Workstation
Water Conservation							
Water Conservation Coordinator	J Woods	10	x	10	1	100	Private Office
Water Conservation Tech	Future	8	x	8	1	64	Workstation
Environmental Position	Future	10	x	10	2	200	Private Office
Support Areas							
Copy/Supply Storage		10		10	1	100	
Storage Room		10	x	15	1	150	
Work Room (Map/Plan Room)		15	x	20	1	300	
IT / AV		10		15	1	150	
Crew Huddle/Meeting Room		10		10	3	300	
Subtotal							
				23		3,316	
CMES Factor (Original MP Efficiency Factor)		30%				995	
Total Office and Support Areas						4,311	

Transportation					
Office Areas					
Director - Transportation Department G Hudder	14 x 16	1		224	Private Office
Assistant Director - Transportation Department Vacant	14 x 16	1		224	Private Office
CIP Programs					
Manager - CIP Programs G Pohlmeier	10 x 14	1		140	Private Office
Project Manager B Stablein	8 x 12	1		96	Large Workstation
Project Manager R Crum	8 x 12	1		96	Large Workstation
Project Manager Future	8 x 12	1		96	Large Workstation
Project Manager Future	8 x 12	1		96	Large Workstation
Transportation Engineering					
Chief Transportation Engineer L Collier	10 x 10	1		100	Private Office
Traffic Engineer Vacant	8 x 12	1		96	Large Workstation
Traffic Engineer Future	8 x 12	1		96	Large Workstation
Associate Engineer C Lopez	8 x 12	1		96	Large Workstation
Admin Associate B Parks	8 x 8	1		64	Workstation
Admin Associate Sandy Leo	8 x 8	1		64	Workstation
Transit					
Transit Coordinator Caren Lee	10 x 10	1		100	Private Office
Admin Associate Future	8 x 8	1		64	Workstation
Operations					
Manager - Transportation Operations T Keltgen	10 x 14	1		140	Private Office
Transportation Superintendent M Ackerman					Private Office - Phase 2
Admin Associate P da Silva					Workstation - Phase 2
Assistant Transportation Superintendent (Drainage Ops) K Kaderka					Private Office (Move to Utilities with 14 staff plus growth) - Phase 2
Transportation Supervisor M Fitzgerald					Large Workstation - Phase 2
Traffic Systems					
Traffic Systems Superintendent B Mercer					Private Office - Phase 2
Signs & Marking Supervisor R Herrera					Large Workstation - Phase 2
Traffic Signal Supervisor J Simpson					Large Workstation - Phase 2
Traffic Systems Supervisor Future					Large Workstation - Phase 2
Construction Inspections					
Chief Construction Inspector E Imken	10 x 10	1		100	Private Office
Construction Inspector M Krueger					Workstation Phase 2
Construction Inspector T Dove	8 x 8	1		64	Workstation
Construction Inspector G Ford	8 x 8	1		64	Workstation
Construction Inspector F Lopez					Workstation Phase 2
Construction Inspector J Combs	8 x 8	1		64	Workstation

Space Needs Program		PHASE 1A - Additional Program			Remarks
		Space Standard	Qty. Staff	Area Space (sf)	
Construction Inspector	Vacant				Workstation Phase 2
Construction Inspector	Future	8 x 8	1	64	Workstation
Construction Inspector	Future				Workstation Phase 2
Construction Inspector	Future				Workstation Phase 2
Storage Room		10 x 15	1	150	
Work Room		15 x 20	1	300	Map/Plan Room
Traffic Management Center		20 x 30	1	600	3 to 4 Workstations, Adjacent to Lobby
Support Areas					
Conference Room (10+)		20 x 20	1	400	
Conference Room (10+)		10 x 20	2	400	
Crew Huddle/Meeting Room		10 x 10	3	300	
Custodial Room		10 x 10	1	100	
Electrical Room		10 x 12	1	120	
Mechanical Room		10 x 12	1	120	
Subtotal			21	4,638	
CMES Factor (Original MP + Elevator Efficiency Factor)		30%		1,391	
Total Office and Support Areas				6,029	
Total Office Personnel and Square Footage Areas			44	10,340	
Exterior Areas					
Other Parking Areas					
Disabled Parking		13 x 18	2	468	
Employee Parking		9 x 18	44	7,128	
Subtotal				7,596	
CMES Factor		100%		7,596	
Total Exterior Areas				15,192	

EXHIBIT B

Fee Matrix

**City of Round Rock - Luther Peterson Service Center
Amendment #3 (U/E & Transportation Admin)**

Discipline	Fee
Project Management / Administration	\$15,871.20
Design	\$12,528.00
Civil	\$12,563.81
Structural	\$17,328.00
Architectural	\$17,380.70
Interiors	\$11,880.00
Mechanical	\$8,434.56
Plumbing	\$8,613.12
Electrical	\$7,718.40
Fire Protection	\$10,403.33
Landscape	\$7,363.58
Quality Control Program	\$7,800.19
Cost Estimating	\$13,843.20
MDG Design Services	\$2,292.00
Subtotal Project Fee	\$154,020.10
10% Contingency	\$15,402.01
Reimbursables	\$8,227.50
Total Project Fee	\$177,649.61

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:
2016-138152

Date Filed:
11/17/2016

Date Acknowledged:

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

Jacobs Engineering Group Inc
Austin, 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.

Luther Peterson Service Center
Professional architectural services and design services related to the rebuilding and remodeling of the existing Luther Peterson Service Center.

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

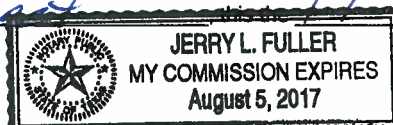
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Allen Z... this 17th day of November
20 17, to certify which, witness my hand and seal of office.





Signature of officer administering oath

Jerry L. Fuller

Printed name of officer administering oath

Notary Public

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with CV Chandler Road, LLC for the purchase of a 0.095 acre right of way tract and a 0.004 acre PUE necessary for the University Blvd Project (Parcel 21).

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Gary Hudder, Transportation Director

Cost: \$132,427.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3987

The City's original appraised value for a 0.095 acre right of way tract and the 0.004 acre PUE was \$132,427. The owner has accepted the City's original offer.

Cost: \$132,427.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2016-3987

WHEREAS, the City desires to purchase a 0.095 acre right of way tract (Parcel 21) and a 0.004 acre public utility easement (Parcel 21PUE) necessary for the University Boulevard Project; and

WHEREAS, CV-Chandler Road LLC, 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 CV-Chandler Road LLC, 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 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT University Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CV-CHANDLER ROAD LLC, (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 0.095 acre (4,126 square foot) tract of land out of and situated in the N.B. Anderson Survey, Abstract No. 29 in Williamson County, Texas; being more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**); and

Public Utility Easement interest in and to all of that certain 0.004 acre (170 square foot) tract of land out of and situated in the N. B. Anderson Survey, Abstract No. 29 in Williamson County, Texas; being further described and shown in Exhibit "B", attached hereto and incorporated herein (**Parcel 21PUE**);

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 in Exhibits "A-B" 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 Property described in Exhibit "A", the Public Utility Easement interest for the Property described in Exhibit "B", compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ONE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED TWENTY SEVEN and 00/100 Dollars (\$132,427.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

(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 Texas American 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 City of Round Rock, 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 a duly executed and acknowledged Public Utility Easement conveying such interest in and to the Property described in Exhibit "B", 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 shall be in the form as shown in Exhibit "C" attached hereto. The Public Utility Easement shall be in the form as shown in Exhibit "D" 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 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 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:

CV-CHANDLER ROAD LLC

Address: 561 College Ave
Staten Island, NY 10302

By: Raylene D'Amato

Its: Owner

Date: 11/3/2016

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

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

Its: _____

Date: _____

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Exhibit "A"

Variable Width Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A**

**0.095 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.095 ACRE (4,126 SQUARE FOOT) TRACT OF LAND SITUATED IN THE N.B. ANDERSON SURVEY, ABSTRACT NO. 29, WILLIAMSON COUNTY, TEXAS; SAID 0.095 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK B, UNIVERSITY SUNRISE SECTION 1, A REPLAT OF A PORTION OF OAKMONT CROSSING SECTION ONE, LOT 2, BLOCK B, FILED ON MAY 11, 2007, AND RECORDED IN CABINET DD, SLIDES 107-108 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.095 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK B AS DESCRIBED IN A GENERAL WARRANTY DEED TO CV-CHANDLER ROAD LLC, FILED ON DECEMBER 15, 2011, AND RECORDED IN DOCUMENT NO. 2011084835 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.095 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cut "X" in concrete found for the southwest corner of said Lot 1, Block B and the herein described tract, same being the westernmost corner of Lot 5, Block B, University Sunrise Subdivision Section Two, filed on March 8, 2007, and recorded in Cabinet DD, Slides 44-45, P.R.W.C.T., and being on the easterly right-of-way line (R.O.W.) of Sunrise Road (variable width R.O.W.);

THENCE North 20° 43' 42" West, with the common westerly line of said Lot 1, Block B and the easterly R.O.W. line of said Sunrise Road, a distance of 252.55 feet to a 1/2-inch iron rod with yellow cap stamped "Carter & Burgess" found for the westernmost northwest corner of said Lot 1, Block B and the herein described tract, said point also marking the southerly end of a corner clip at the intersection of the easterly R.O.W. line of said Sunrise Road and the southerly R.O.W. line of University Boulevard (variable width R.O.W.);

THENCE North 24° 57' 06" East, with the northwesterly line of said Lot 1, Block B, a distance of 49.16 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Carter & Burgess" found for the northernmost northwest corner of said Lot 1, Block B and the herein described tract, said point also marking the northerly end of said corner clip at the intersection of the easterly R.O.W. line of said Sunrise Road and the southerly R.O.W. line of said University Boulevard;

THENCE North 68° 57' 54" East, with the common northerly line of said Lot 1, Block B and the southerly R.O.W. line of said University Boulevard, a distance of 9.62 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for the northeast corner of the herein described tract;

THENCE departing the southerly R.O.W. line of said University Boulevard, and traveling across the interior of said Lot 1, Block B, the following two calls:

- 1) South 25° 18' 12" West, a distance of 41.39 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for an angle point and interior corner of the herein described tract;

Exhibit "A" continued
Description of a 0.095 acre tract

- 2) South 20° 43' 42" East, a distance of 258.21 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for the southeast corner of the herein described tract, said point being on the common southerly line of said Lot 1, Block B and a northerly line of said Lot 5, Block B, University Sunrise Subdivision Section Two;

THENCE South 69° 17' 14" West, with the common southerly line of said Lot 1, Block B and a northerly line of said Lot 5, Block B, a distance of 15.00 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.095 acre (4,126 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2015.

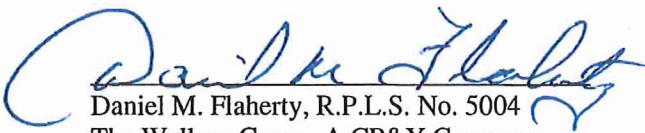
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4871 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

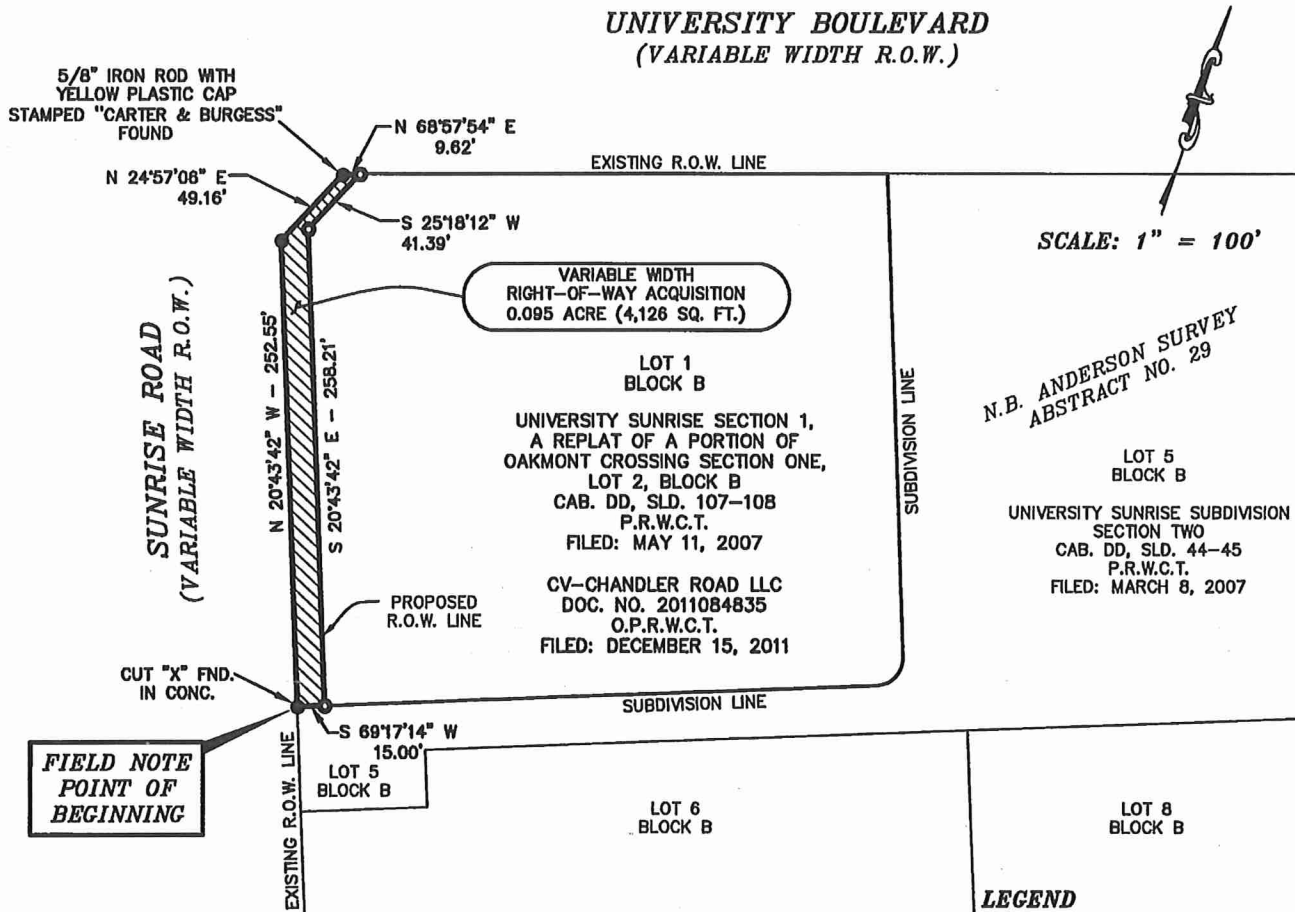


Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-4871
22824-FN26.doc



11-06-2015
Date

EXHIBIT "A"
(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.095 ACRE (4,126 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

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

- LEGEND**
- = FOUND 1/2" IRON WITH YELLOW CAP STAMPED CARTER & BURGESS (UNLESS OTHERWISE NOTED)
 - = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW"
 - ▲ = CALCULATED POINT
 - P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
 - D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
 - O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
 - O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

TBPLS 10051701

WACO KILLEEN DALLAS ROUND ROCK
1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPE F-54

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF NOVEMBER, 2015.

SEPTEMBER 2014
SURVEYED: NOVEMBER 2015

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3

SCALE 0 100 200
© 2015 ALL RIGHTS RESERVED

PLAT NO. A-4871 DRAFT DATE 11-06-15 DRAWN BY SRM
WORK ORDER NO. 22824 FIELDBOOK/PG. 195/9 TAB # A-4871
DIGITAL FILE 22824R-PARCELS F/N # 22824-FN26

Exhibit "B"

Variable Width Public Utility Easement

**METES AND BOUNDS DESCRIPTION
OF A**

**0.004 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.004 ACRE (174 SQUARE FOOT) TRACT OF LAND SITUATED IN THE N.B. ANDERSON SURVEY, ABSTRACT NO. 29, WILLIAMSON COUNTY, TEXAS; SAID 0.004 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK B, UNIVERSITY SUNRISE SECTION 1, A REPLAT OF A PORTION OF OAKMONT CROSSING SECTION ONE, LOT 2, BLOCK B, FILED ON MAY 11, 2007, AND RECORDED IN CABINET DD, SLIDES 107-108 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.004 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK B AS DESCRIBED IN A GENERAL WARRANTY DEED TO CV-CHANDLER ROAD LLC, FILED ON DECEMBER 15, 2011, AND RECORDED IN DOCUMENT NO. 2011084835 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.004 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8-inch iron rod with yellow plastic cap stamped "Carter & Burgess" found for the northernmost northwest corner of said Lot 1, Block B, said point also marking the northerly end of a corner clip at the intersection of the southerly right-of-way (R.O.W.) line of University Boulevard (variable width R.O.W.) and the easterly R.O.W. line of Sunrise Road (variable width R.O.W.);

THENCE South 43° 02' 30" East, traveling across the interior of said Lot 1, Block B, a distance of 10.79 feet to a calculated point for the **POINT OF BEGINNING** and northwest corner of the herein described tract;

THENCE continuing to travel across the interior of said Lot 1, Block B, the following four calls:

- 1) North 68° 57' 54" East, a distance of 9.58 feet to a calculated point for the northeast corner of the herein described tract;
- 2) South 25° 18' 12" West, a distance of 33.14 feet to a calculated point for the southernmost corner of the herein described tract;
- 3) North 20° 43' 42" West, a distance of 9.02 feet to a calculated point for the westernmost corner of the herein described tract, and from which a 1/2-inch iron rod with yellow plastic cap stamped "Carter & Burgess" found for the westernmost northwest corner of said Lot 1, Block B bears South 46° 36' 49" West, at a distance of 27.09 feet, said 1/2-inch iron rod also marking the southerly end of said corner clip at the intersection of the southerly R.O.W. line of said University Boulevard and the easterly R.O.W. line of said Sunrise Road;

Exhibit "A" continued
Description of a 0.004 acre tract

- 4) North 24° 57' 06" East, a distance of 19.94 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.004 acre (174 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2015.

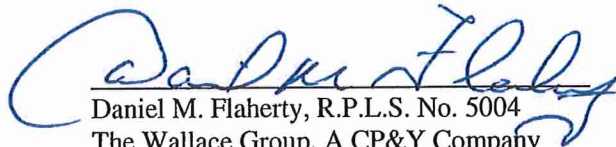
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

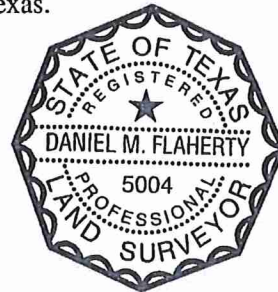
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4873 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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



Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-4873
22824-FN27.doc

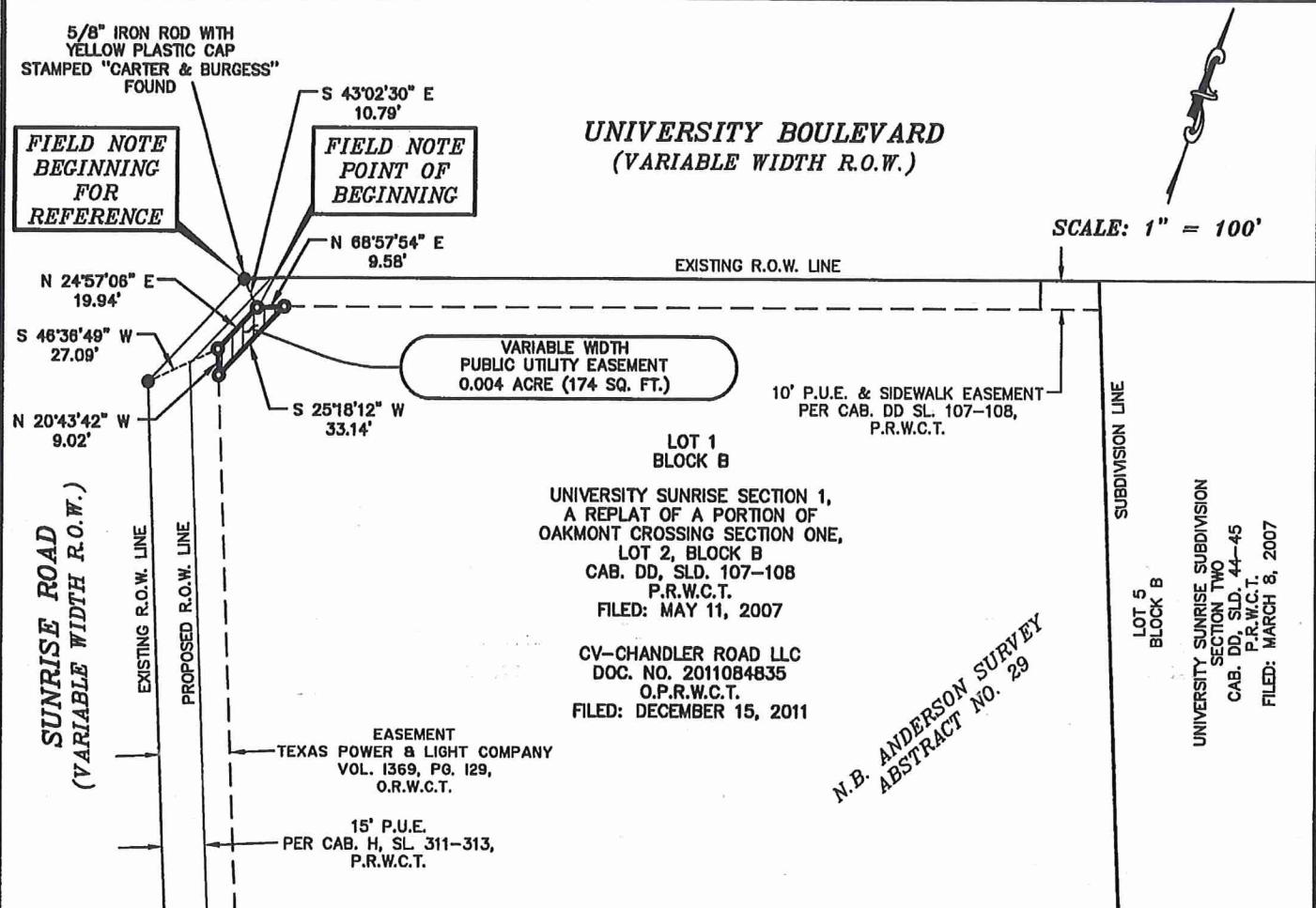


11-06-2015
Date

EXHIBIT "A"

(VARIABLE WIDTH PUBLIC UTILITY EASEMENT)

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.004 ACRE (174 SQ. FT.) TRACT OF LAND IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

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

LEGEND

- = FOUND 1/2" IRON WITH YELLOW CAP STAMPED CARTER & BURGESS (UNLESS OTHERWISE NOTED)
- = CALCULATED POINT
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

TBPLS 10051701

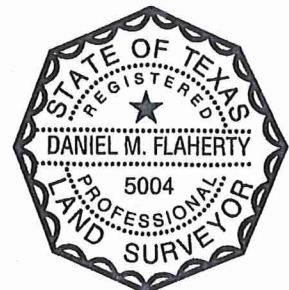
WACO KILLEEN DALLAS ROUND ROCK
1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPE F-54

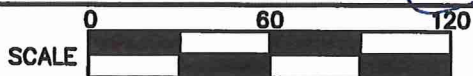
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF NOVEMBER, 2015.

SEPTEMBER 2014
SURVEYED: NOVEMBER 2015

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2015 ALL RIGHTS RESERVED

PLAT NO. A-4873 DRAFT DATE 11-06-15 DRAWN BY SRM
WORK ORDER NO. 22824 FIELDBOOK/PG. 195/9 TAB # A-4873
DIGITAL FILE 22824R-PARCELS F/N # 22824-FN27

EXHIBIT "C"

Parcel 21

DEED

University Boulevard Right of Way

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 MEN BY THESE PRESENTS:

That CV-CHANDLER ROAD LLC, 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, being more particularly described as follows:

All of that certain 0.095 acre (4,126 square foot) tract in the N.B. Anderson Survey, Abstract No. 29, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of University Blvd., but shall not be used or exported from the Property for any other purpose.

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.

This deed is being delivered in lieu of condemnation.

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

GRANTOR:

CV-CHANDLER ROAD LLC

By:_____

Printed Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

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

Notary Public, State of _____

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 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

EXHIBIT "D"

University Blvd.—Parcel 21PUE

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That CV-CHANDLER ROAD LLC., whose current address is _____, and its successors and assigns, (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property, to-wit:

All of that certain 0.004 acre (174 SF) tract of land situated in the N.B. Anderson Survey, Abstract No. 29, Williamson County, Texas; and being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (**Parcel 21 PUE**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary accessories, or operations.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

It is understood and agreed that any and all utility equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

The grant of this easement is being delivered in lieu of condemnation.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of the month of _____, 2016.

(Signatures on the following pages)

GRANTOR:

CV-Chandler Road LLC

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2016, by _____, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____



City of Round Rock

Agenda Item Summary

Agenda Number: E.4

Title: Consider a resolution amending the FY 2015/2016 Self-Funded Health Insurance Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2016-3973

The original FY 2016 budget was approved by Council on September 24, 2015. The budget established the sources and uses activities of the City's health insurance needs. It continues to restrict funds related to GASB 45 (retiree health insurance benefits).

The amendment recognizes the associated costs of \$631,000 related to higher than budgeted claims and administrative fees. These cost increases will be funded with \$220,000 of excess revenues and the use of \$411,000 of fund balance.

Cost: \$631,000

Source of Funds: Self-Funded Health Budget

Staff recommends approval

RESOLUTION NO. R-2016-3973

WHEREAS, the City Council has previously adopted the 2015-2016 Self-Funded Health Insurance Budget, and

WHEREAS, the City Council wishes to amend said budget in accordance with the attached proposal, Now Therefore

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

That the 2015-2016 Self-Funded Health Insurance Budget is amended as set forth in Exhibit "A" attached hereto 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 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

City of Round Rock
Self-Funded Health Insurance Fund
2015-2016 Budget Amendment

EXHIBIT
"A"

Description of Item	15-16 Adopted Budget	15-16 Estimated Actuals	15-16 Variance
Beginning Fund Balance	\$ 9,114,848	\$ 9,295,089	\$ 180,241
<u>REVENUES:</u>			
Reinsurance Proceeds	250,000	301,000	51,000
COBRA/Retiree Contributions	175,000	223,000	48,000
Interest Income	10,000	27,700	17,700
Miscellaneous Revenue		167,000	167,000
City Contributions - General Fund	6,286,214	5,815,000	(471,214)
City Contributions - Utility Fund	1,081,050	995,000	(86,050)
City Contributions - Hotel Fund	19,032	18,800	(232)
City Contributions - Sports Complex	95,127	78,000	(17,127)
City Contributions - Drainage	170,740	191,500	20,760
Total Employee Contributions	2,000,000	2,490,000	490,000
Transfer In from Funds			
Total Revenues	10,087,163	10,307,000	219,837
<u>EXPENDITURES:</u>			
Wellness Programs	80,000	72,000	8,000
Health Clinic	629,179	565,000	64,179
Janitorial	10,000	9,600	400
R&M - Building	1,000	500	500
Power & Light	3,000	450	2,550
Internet Communications	5,200	4,800	400
Office Furniture	1,000		1,000
Supplies & Screenings	1,000		1,000
Professional Services	75,000	99,000	(24,000)
Administrative Fees	467,500	550,000	(82,500)
Stop Loss/Reinsurance Fees	1,100,000	1,100,000	-
Health Claims	5,830,000	6,350,000	(520,000)
Dental Claims	561,000	535,700	25,300
Prescription Claims	2,640,000	2,760,000	(120,000)
Long Term Disability	95,000	90,000	5,000
Life Insurance	77,000	69,000	8,000
Total Expenditures	11,575,879	12,206,050	(630,171)
Net Revenues	(1,488,716)	(1,899,050)	(410,334)
Fund Balance	7,626,131.80	7,396,039.00	
Reserves			
Less: Restricted for GASB 45 Funding	(5,249,000)	(5,249,000)	
Total Reserves	(5,249,000)	(5,249,000)	
Estimated Reserve for Unexpected Claims	\$ 2,377,132	\$ 2,147,039	

Exhibit A - 2015-2016 Budget Amendment Self Insurance Fund

Self Insurance Fund

Source of Funds:

Fund Balance	\$ (411,000)
Revenues	(220,000)

Expenditure:

Claims	631,000
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\$	-
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City of Round Rock

Agenda Item Summary

Agenda Number: E.5

Title: Consider a resolution approving the FY 2016/2017 Self-Funded Health Insurance Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2016-3974

The City uses a self-insurance risk fund to provide health, vision and dental coverage for employees. The City has used self-insurance to effectively manage costs for these benefits since 1993. The City regularly updates the plan to address the needs of employees and manage costs by reviewing the marketplace and updating the plan design.

The budget for 2016/2017 includes funds to operate the Health Clinic, administer the programs, stop loss/reinsurance, claims and other insurance related costs. The budget is covered by all employee and employer contributions, stop loss reimbursements and other revenues available to cover expenses. Reserves for post-employment employee insurance continue to be met with the proposed budget.

For 2016/2017, the City will contribute \$780 per employee per month. Those costs are included in the department budgets and reflected in the 2016/17 budget adopted by Council on September 8, 2016. Staff will continue to closely monitor claims and program costs during the next year.

Cost: \$13,243,200

Source of Funds: *City and employee contributions to the Self-Funded Health Insurance fund.*

Staff recommends approval

RESOLUTION NO. R-2016-3974

WHEREAS, the Finance Department has submitted a proposed budget for the Self-Funded Health Insurance Fund for fiscal year 2016-2017, Now Therefore

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

That the budget submitted by the Finance Department for the Self-Funded Health Insurance Fund for fiscal year 2016-2017, attached hereto as Exhibit "A", is hereby approved.

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 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

City of Round Rock
Self-Funded Health Insurance Fund
2016-2017 Budget

EXHIBIT

"A"

Description of Item	14-15	15-16	15-16	16-17
	Actuals	Adopted Budget	Estimated Actuals	Proposed Budget
Beginning Fund Balance	\$ 10,195,559	\$ 9,114,848	\$ 9,295,089	\$ 7,396,039
REVENUES:				
Reinsurance Proceeds	811,089	250,000	301,000	301,000
COBRA/Retiree Contributions	226,488	175,000	223,000	223,000
Interest Income	38,829	10,000	27,700	27,700
Miscellaneous Revenue	93,771		167,000	170,000
City Contributions - General Fund	5,227,608	6,286,214	5,815,000	6,300,000
City Contributions - Utility Fund	926,005	1,081,050	995,000	1,033,000
City Contributions - Hotel Fund	17,284	19,032	18,800	40,500
City Contributions - Sports Complex	78,643	95,127	78,000	95,000
City Contributions - Multi Purpose			-	51,500
City Contributions - Drainage	129,784	170,740	191,500	190,000
Total Employee Contributions	2,287,212	2,000,000	2,490,000	2,800,000
Transfer In from Funds				757,000
Total Revenues	9,836,713	10,087,163	10,307,000	11,988,700
EXPENDITURES:				
Wellness Programs	86,459	80,000	72,000	80,000
Health Clinic	581,385	629,179	565,000	630,000
Janitorial	9,600	10,000	9,600	10,000
R&M - Building	573	1,000	500	1,000
Power & Light	1,272	3,000	450	3,000
Internet Communications	4,963	5,200	4,800	5,200
Office Furniture		1,000		1,000
Supplies & Screenings	16,843	1,000		1,000
Professional Services	75,000	75,000	99,000	75,000
Administrative Fees	480,340	467,500	550,000	550,000
Stop Loss/Reinsurance Fees	968,110	1,100,000	1,100,000	1,100,000
Health Claims	5,655,641	5,830,000	6,350,000	7,000,000
Dental Claims	479,109	561,000	535,700	515,000
Prescription Claims	2,216,718	2,640,000	2,760,000	3,100,000
Long Term Disability	93,780	95,000	90,000	95,000
Life Insurance	67,390	77,000	69,000	77,000
Total Expenditures	10,737,183	11,575,879	12,206,050	13,243,200
Net Revenues	(900,470)	(1,488,716)	(1,899,050)	(1,254,500)
Fund Balance	9,295,089	7,626,132	7,396,039	6,141,539
Reserves				
Less: Restricted for GASB 45 Funding	(5,249,000)	(5,249,000)	(5,249,000)	(5,249,000)
Total Reserves	(5,249,000)	(5,249,000)	(5,249,000)	(5,249,000)
Estimated Reserves for Unexpected Claims	\$ 4,046,089	\$ 2,377,132	\$ 2,147,039	\$ 892,539



City of Round Rock

Agenda Item Summary

Agenda Number: E.6

Title: Consider a resolution accepting the City's Quarterly Investment Report for the quarter ended September 30, 2016.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Round Rock by the Numbers - FY 2015.16 - Q4

Department: Finance Department

Text of Legislative File 2016-3975

The attached reports provide a summary of the City's investments and financial highlights for the quarter ending September 30, 2016.

The financial summary has two components. The first page provides quarterly revenue and economic highlights and will be updated each time for the most recent quarter. The second page is a summary of annual budget and city financial facts that will stay consistent quarter to quarter for each fiscal year. This second page has been updated to reflect to the new 2016-17 budget year.

The second report is the City's quarterly investment report. Investing and reporting are governed by the City's investment policy and General Government Code Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). This quarterly report is prepared by the City's investment advisor, Valley View Consulting, LLC in close coordination with City staff. Section 2256.023 of the PFIA states that a written report of investments be submitted to the government body at least quarterly. The report meets those requirements and is available on the City's website. The investment activity during the quarter was in compliance with the City's investment policy and the PFIA.

As part of this item, staff will also present a brief overview report on both budget and investments for the fiscal year that just ended on September 30, 2016.

Staff recommends approval

RESOLUTION NO. R-2016-3975

WHEREAS, Chapter 2256, Texas Government Code, Section 2256.023 of the Public Funds Investment Act states that a written report of investments be submitted to the governing body at least quarterly; and

WHEREAS, a Quarterly Investment Report for the quarter ending September 30, 2016 for the City of Round Rock has been submitted to the City Council; and

WHEREAS, the City Council desires to acknowledge the receipt and acceptance of the attached Quarterly Investment Report, Now Therefore

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

That the Quarterly Investment Report, attached hereto as Exhibit "A" and incorporated herein, is hereby received and accepted.

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 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2016


Prepared by
Valley View Consulting, L.L.C.

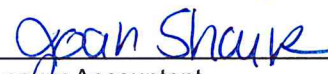
The investment portfolio of the City of Round Rock, Texas is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.



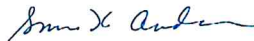
Chief Financial Officer


Accounting Manager




Deputy Chief Financial Officer


Treasury Accountant



Valley View Consulting, LLC



Dated

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

EXHIBIT

"A"

Summary Holdings by Investment Category (Security Sector)

September 30, 2016

Description	YTM @ Cost	Book Value	Market Value
Cash	0.36%	\$ 19,008,126	\$ 19,008,126
Certificates of Deposit	0.98%	148,246,336	148,246,336
Local Government Investment Pool	0.43%	14,356,583	14,356,583
Money Market Accounts	0.53%	16,387,637	16,387,637
Municipal	0.88%	15,935,797	15,941,398
US Agency	0.71%	72,502,268	72,543,237
US Treasury	0.65%	24,499,144	24,515,462
Total / Average	0.80%	\$ 310,935,892	\$ 310,998,779

June 30, 2016

Description	YTM @ Cost	Book Value	Market Value
Cash	0.34%	\$ 19,780,993	\$ 19,780,993
Certificates of Deposit	0.94%	119,469,604	119,469,604
Local Government Investment Pool	0.40%	31,796,779	31,796,779
Money Market Accounts	0.47%	24,882,988	24,882,988
Municipal	0.88%	15,480,376	15,517,708
US Agency	0.66%	92,530,433	92,623,590
US Treasury	0.62%	36,499,415	36,536,111
Total / Average	0.71%	\$ 340,440,589	\$ 340,607,773

Average Yield

	Current Quarter (1)	Fiscal Year-to-Date (2)
Total Portfolio	0.80%	0.65%
TexPool Yield	0.38%	0.31%
Rolling Three Mo. Treas. Yield	0.30%	0.24%
Rolling Six Mo. Treas. Yield	0.42%	0.37%
Rolling 1 Yr. Treas. Yield	0.55%	0.44%
Rolling 2 Yr. Treas. Yield	0.70%	0.65%

Investment Income (3)

Interest Income (Approximate)	\$ 615,238	\$ 1,995,624
	WAM at 9/30/2016	Policy WAM Max
Total Portfolio	280 days	540 days
Pooled Funds	306 days	540 days

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

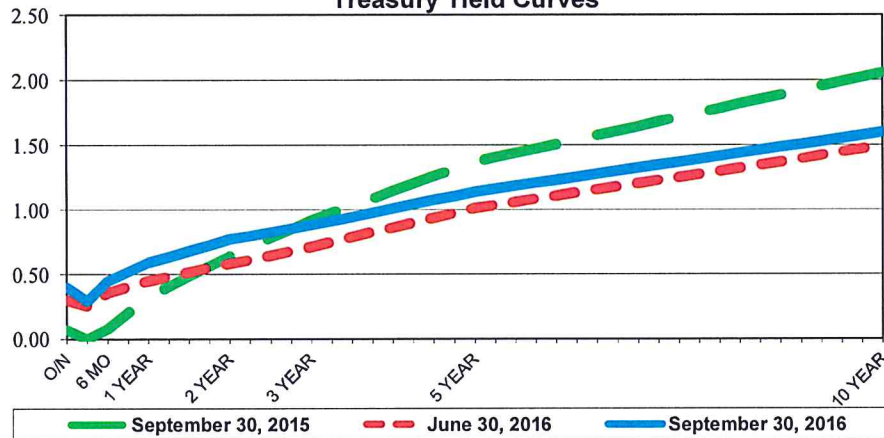
(3) Investment Income includes coupon interest, accrued interest, and discount and premium amortization.

Economic Overview

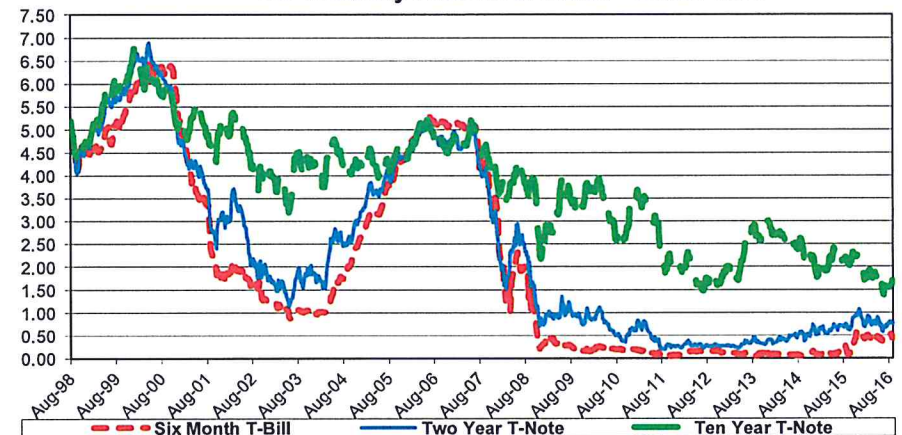
9/30/2016

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range of 0.25% - 0.50% (actual Fed Funds traded +/-40 bps). The September FOMC meeting recorded dissenting votes for maintaining rates. More hawkish members wanted to raise the range by 0.25%. The current probability of a December FOMC meeting vote to raise the Fed Funds target is +/-60%. Second Quarter US GDP revised to 1.4% (from 1.1%, no more revision is expected). Other economic data reflected modest, yet inconsistent, growth. The US Stock markets have maintained higher levels. Treasury yields drifted slightly higher on tightening rumors. Taxable municipal bonds or CDs offer the best interest earnings opportunity, if available.

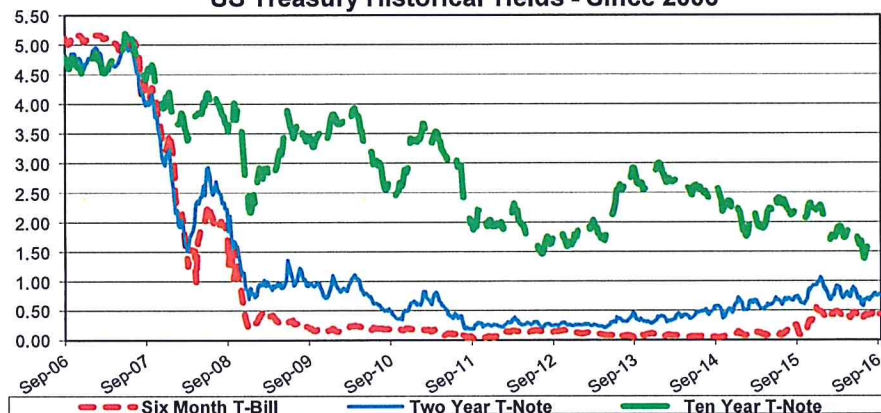
Treasury Yield Curves



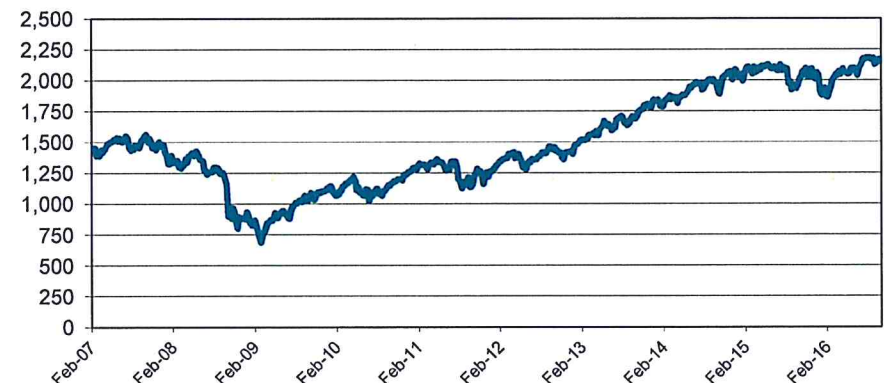
US Treasury Historical Yields - Since 1998



US Treasury Historical Yields - Since 2006



S&P 500

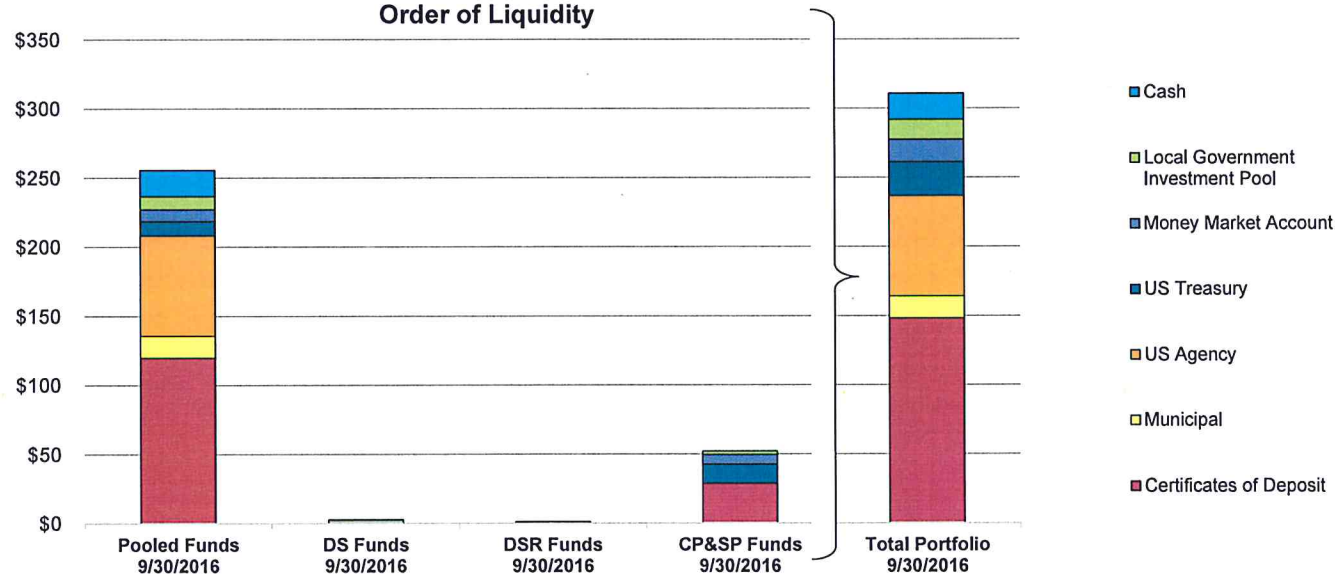


Holdings by Investment Category

September 30, 2016

	Pooled Funds		Debt Service Funds		Debt Service Reserve Funds		Capital Project & Special Purpose Funds		Total Portfolio	
Description	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio
Cash	\$ 19,003,904	6%	\$ 4,223	0%	\$ —	0%	\$ —	0%	\$ 19,008,126	6%
Certificates of Deposit	119,656,743	38%	—	0%	—	0%	28,589,593	9%	148,246,336	48%
Investment Pools	9,548,996	3%	2,490,863	1%	8,256	0%	2,308,469	1%	14,356,583	5%
Money Market Accounts	8,524,736	3%	—	0%	801,013	0%	7,061,889	2%	16,387,637	5%
Municipal	15,935,797	5%	—	0%	—	0%	—	0%	15,935,797	5%
US Agency	72,502,268	23%	—	0%	—	0%	—	0%	72,502,268	23%
US Treasury	10,502,910	3%	—	0%	—	0%	13,996,235	5%	24,499,144	8%
Total / Average	\$ 255,675,353	82%	\$ 2,495,085	1%	\$ 809,269	0%	\$ 51,956,185	17%	\$ 310,935,892	100%

**Portfolio Balances (Millions)
Order of Liquidity**



Investment Holdings by Investment Category

September 30, 2016

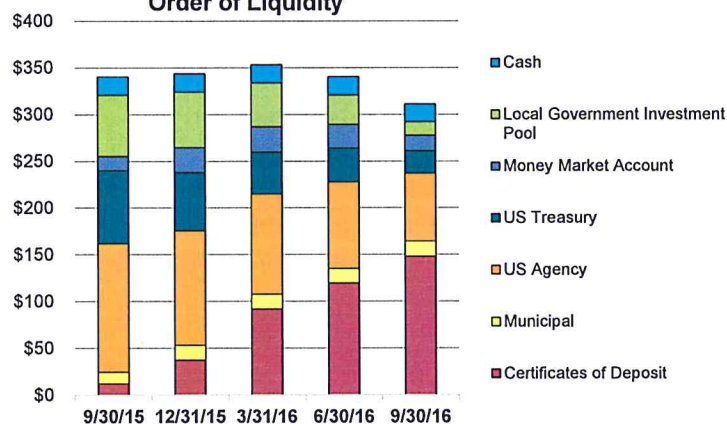
Description	Book Value	% of Portfolio	Portfolio Limitation
Cash	\$ 19,008,126	6%	100%
Certificates of Deposit	148,246,336	48%	75%
Investment Pools	14,356,583	5%	100%
Money Market Accounts	16,387,637	5%	50%
Municipal	15,935,797	5%	35% / 5%
US Agency	72,502,268	23%	Combined
US Treasury	24,499,144	8%	75%
Total / Average	\$ 310,935,892	100%	PASSED

Quarterly Transactions By Investment Category

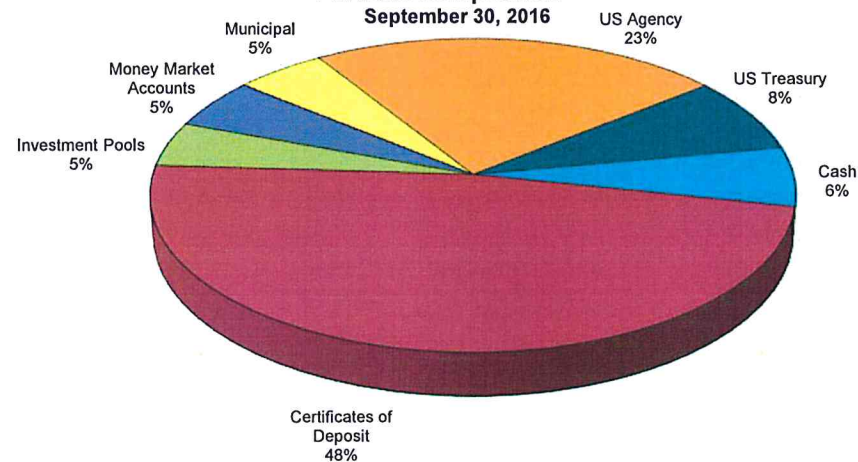
September 30, 2016

Description	Buys	Sells	Maturities	Calls	Interest	Net Cash Equivalent Deposit/(Withdrawal)
Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (772,867)
Certificates of Deposit	42,801,037	-	14,024,305	-	319,488	-
Investment Pools	-	-	-	-	22,182	(17,440,196)
Money Markets Accounts	-	-	-	-	25,425	(8,495,351)
Municipal Securities	492,125	-	-	-	45,990	-
US Agency	-	-	20,000,000	-	225,625	-
US Treasury	-	-	12,000,000	-	84,688	-
Totals	\$ 43,293,162	\$ -	\$ 46,024,305	\$ -	\$ 723,397	\$ (26,708,414)

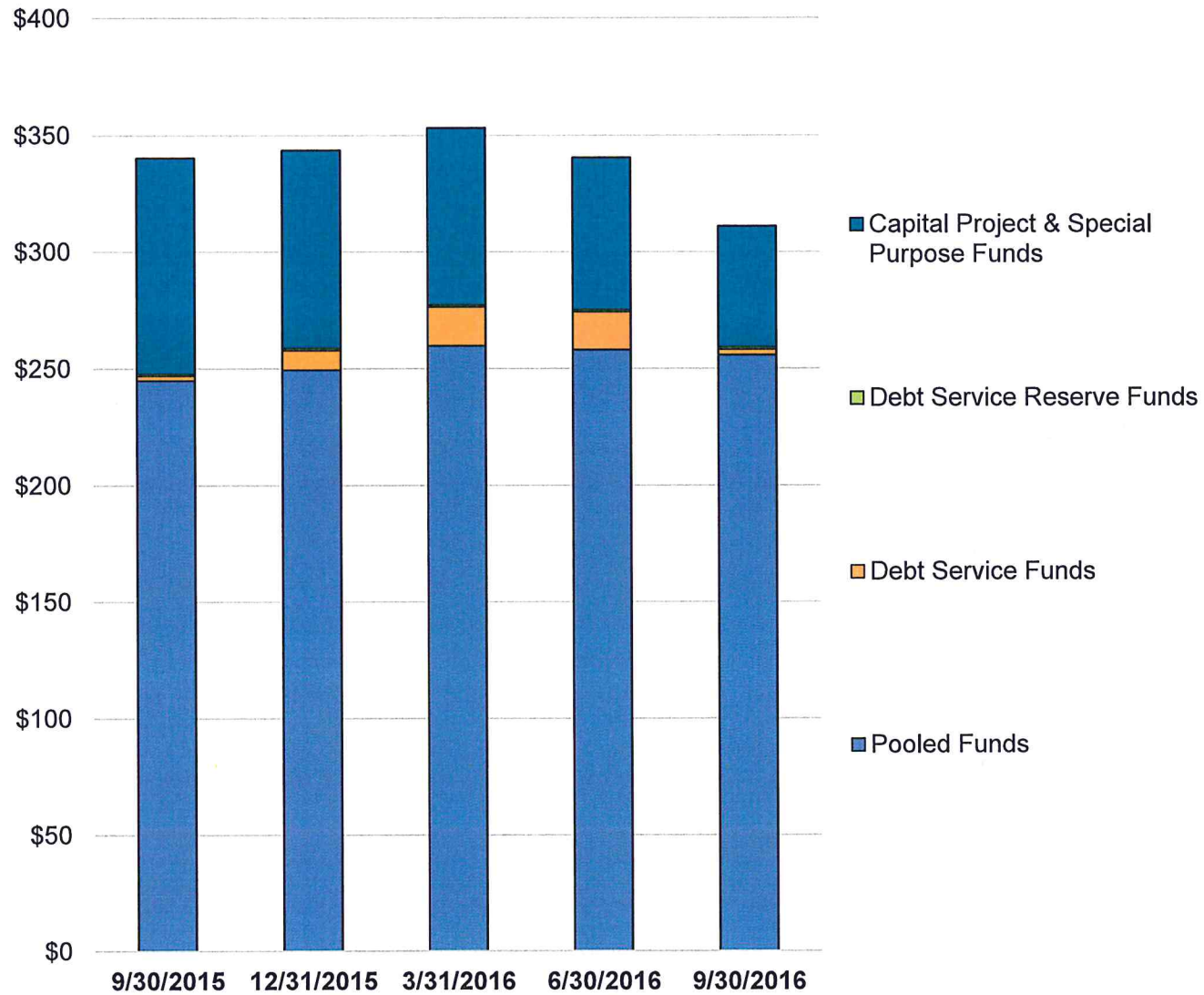
**Portfolio Balances (Millions)
Order of Liquidity**



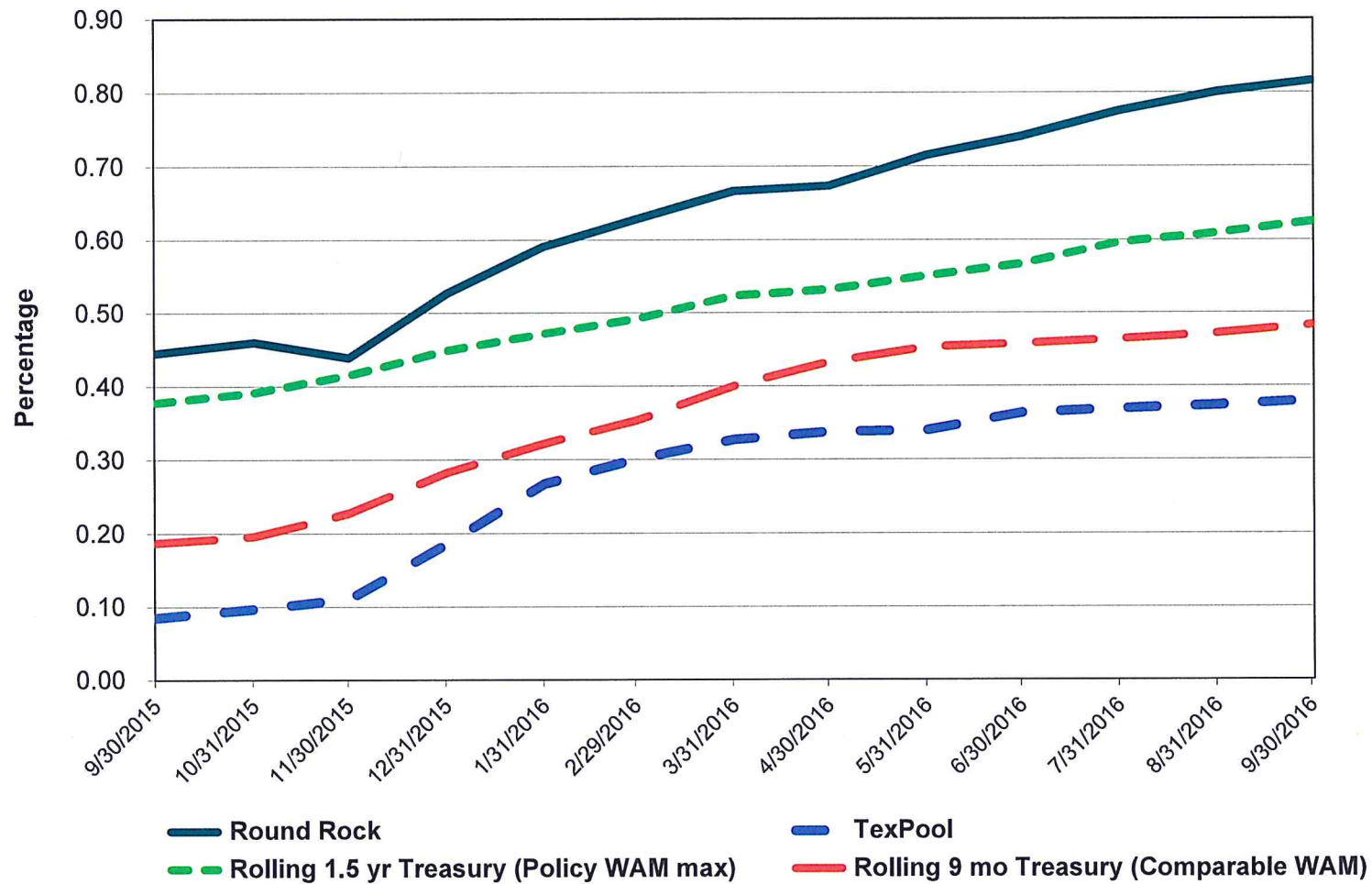
**Portfolio Composition
September 30, 2016**



Portfolio Balances By Fund (Millions)



City of Round Rock Pooled Funds Performance



Holdings by Allocation and Portfolio (Fund)
September 30, 2016

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 000 - Pooled Investments										
East West Bank	0.45%		06/27/16	\$ 1,018,189	\$ 1,018,189	100.00	\$ 1,018,189	N/A	1	0.45%
Green Bank	0.55%		06/09/16	7,006,331	7,006,331	100.00	7,006,331	N/A	1	0.55%
JPMorgan Chase	0.36%		09/30/15	19,003,904	19,003,904	100.00	19,003,904	N/A	1	0.36%
TexSTAR	0.41%	AAAm	09/30/15	189,874	189,874	100.00	189,874	N/A	1	0.41%
TexPool	0.38%	AAAm	09/30/15	4,338,469	4,338,469	100.00	4,338,469	N/A	1	0.38%
Southside Bank	0.53%		08/31/16	500,216	500,216	100.00	500,216	N/A	1	0.53%
TexasDAILY	0.51%	AAAm	09/30/15	5,020,653	5,020,653	100.00	5,020,653	N/A	1	0.51%
FFCB	0.58%	Aaa/AA+/AAA	01/29/15	5,000,000	5,000,131	100.01	5,000,290	10/14/16	14	0.51%
Treasury	0.38%	Aaa/AA+/AAA	11/21/14	5,000,000	4,999,420	100.01	5,000,390	10/31/16	31	0.51%
FHLB	0.63%	Aaa/AA+/AAA	12/04/14	5,000,000	5,000,299	100.01	5,000,700	11/18/16	49	0.58%
FHLMC	0.60%	Aaa/AA+/AAA	01/29/15	5,000,000	5,000,348	100.06	5,002,900	11/28/16	59	0.56%
Union State Bank	0.42%		06/04/15	245,000	245,000	100.00	245,000	12/04/16	65	0.42%
FHLB	1.63%	Aaa/AA+/AAA	01/29/15	5,000,000	5,009,779	100.23	5,011,570	12/09/16	70	0.60%
FHLMC	0.80%	Aaa/AA+/AAA	12/30/13	4,000,000	4,000,000	100.10	4,004,000	12/30/16	91	0.80%
Anderson ISD	1.10%	-/AA+/-	03/10/15	500,000	500,327	100.11	500,550	01/05/17	97	0.85%
FHLMC	0.50%	Aaa/AA+/AAA	01/29/15	4,500,000	4,498,384	100.00	4,499,996	01/27/17	119	0.61%
Mahtomedi MN	0.00%	Aa2/AA-/-	03/03/15	535,000	533,922	99.69	533,325	02/01/17	124	0.60%
FHLB	0.72%	Aaa/AA+/AAA	02/17/15	5,000,000	4,999,906	100.07	5,003,720	02/13/17	136	0.73%
McKinney ISD TX	2.00%	Aaa/AAA/-	04/07/15	2,290,000	2,301,725	100.47	2,300,740	02/15/17	138	0.63%
Union State Bank	0.60%		02/25/16	5,000,000	5,000,000	100.00	5,000,000	02/23/17	146	0.60%
Treasury	0.88%	Aaa/AA+/AAA	02/27/14	5,500,000	5,503,490	100.18	5,509,878	02/28/17	151	0.72%
FHLB	0.75%	Aaa/AA+/AAA	03/30/15	6,000,000	6,001,202	100.08	6,004,824	03/24/17	175	0.71%
FFCB	0.70%	Aaa/AA+/AAA	04/06/15	6,000,000	5,999,444	100.04	6,002,550	04/06/17	188	0.72%
FFCB	0.65%	Aaa/AA+/AAA	09/08/15	2,000,000	1,999,426	100.01	2,000,102	05/01/17	213	0.70%
Tulsa County OK	2.00%	-/AA-/-	05/28/15	3,165,000	3,189,687	100.64	3,185,193	05/01/17	213	0.65%
Union State Bank	0.60%		05/12/16	2,000,000	2,000,000	100.00	2,000,000	05/11/17	223	0.60%
FHLB	0.75%	Aaa/AA+/AAA	09/08/15	5,000,000	5,000,702	100.03	5,001,495	06/15/17	258	0.73%
FFCB	0.68%	Aaa/AA+/AAA	09/08/15	5,000,000	4,997,378	99.96	4,997,775	07/03/17	276	0.75%
FHLMC	0.75%	Aaa/AA+/AAA	01/07/16	5,000,000	4,990,801	100.02	5,000,800	07/14/17	287	0.99%
Southside Bank	0.85%		01/25/16	5,021,214	5,021,214	100.00	5,021,214	07/25/17	298	0.85%
Union State Bank	0.85%		08/11/16	5,000,000	5,000,000	100.00	5,000,000	08/10/17	314	0.85%
Arlington TX	2.50%	Aa1/AAA/-	06/17/15	3,000,000	3,042,968	101.49	3,044,760	08/15/17	319	0.84%
FNMA	0.88%	Aaa/AA+/AAA	02/17/15	5,000,000	5,000,043	100.14	5,006,750	08/28/17	332	0.87%
FHLB	0.90%	Aaa/AA+/AAA	09/08/15	5,000,000	5,004,423	100.12	5,005,765	09/28/17	363	0.81%
Independent Bank	0.95%		03/30/16	10,047,948	10,047,948	100.00	10,047,948	09/30/17	365	0.95%
Southside Bank	0.97%		12/08/15	5,036,630	5,036,630	100.00	5,036,630	10/01/17	366	0.97%
Southside Bank	1.00%		12/08/15	5,037,766	5,037,766	100.00	5,037,766	11/01/17	397	1.00%
LegacyTexas Bank	0.92%		08/29/16	5,003,907	5,003,907	100.00	5,003,907	11/29/17	425	0.92%
Southside Bank	1.03%		12/08/15	5,038,902	5,038,902	100.00	5,038,902	12/01/17	427	1.03%
Southside Bank	1.12%		01/06/16	7,541,943	7,541,943	100.00	7,541,943	01/08/18	465	1.12%
Southside Bank	1.00%		01/25/16	5,024,963	5,024,963	100.00	5,024,963	01/25/18	482	1.00%
Arlington TX ISD	0.00%	Aaa/AAA/-	07/26/16	500,000	493,038	98.52	492,615	02/15/18	503	1.02%

Holdings by Allocation and Portfolio (Fund)
September 30, 2016

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Independent Bank	1.00%		02/25/16	13,064,725	13,064,725	100.00	13,064,725	02/25/18	513	1.00%
LegacyTexas Bank	1.05%		06/20/16	5,013,245	5,013,245	100.00	5,013,245	03/20/18	536	1.05%
LegacyTexas Bank	1.00%		07/06/16	4,507,647	4,507,647	100.00	4,507,647	04/06/18	553	1.00%
R Bank	1.50%		05/13/16	7,528,409	7,528,409	100.00	7,528,409	05/14/18	591	1.50%
Texas A&M University System	1.54%	Aaa/AAA/AAA	10/28/15	3,570,000	3,601,111	100.99	3,605,414	05/15/18	592	0.99%
LegacyTexas Bank	1.10%		06/03/16	5,013,876	5,013,876	100.00	5,013,876	06/04/18	612	1.10%
LegacyTexas Bank	1.10%		06/20/16	5,013,876	5,013,876	100.00	5,013,876	06/20/18	628	1.10%
LegacyTexas Bank	1.05%		07/06/16	4,508,030	4,508,030	100.00	4,508,030	07/06/18	644	1.05%
LegacyTexas Bank	1.02%		08/29/16	10,008,663	10,008,663	100.00	10,008,663	08/29/18	698	1.02%
Green Bank	1.02%		09/13/16	5,000,000	5,000,000	100.00	5,000,000	09/13/18	713	1.02%
Corpus Christi-Ref	1.81%	Aa2/AA/AA	03/14/16	2,250,000	2,273,018	101.28	2,278,800	03/01/19	882	1.37%
Sub Total / Average	0.89%			255,544,378	255,675,353	100.07	255,729,280		306	0.82%
Fund 170 - Interest & Sinking GO Bonds										
TexasDAILY	0.51%	AAAm	04/30/16	563,166	563,166	100.00	563,166	N/A	1	0.51%
TexPool	0.38%	AAAm	09/30/15	382,450	382,450	100.00	382,450	N/A	1	0.38%
Sub Total / Average	0.46%			945,616	945,616	100.00	945,616		1	0.46%
Fund 210 - Interest & Sinking Debt Service										
JPMorgan Chase	0.36%		09/30/15	4,223	4,223	100.00	4,223	N/A	1	0.36%
Sub Total / Average	0.36%			4,223	4,223	100.00	4,223		1	0.36%
Fund 460 - Bond Fund										
TexPool	0.38%	AAAm	09/30/15	600,987	600,987	100.00	600,987	N/A	1	0.38%
East West Bank	0.45%		03/31/14	27,632	27,632	100.00	27,632	N/A	1	0.45%
Southside Bank	0.53%		01/26/16	7,033,564	7,033,564	100.00	7,033,564	N/A	1	0.53%
Treasury	0.63%	Aaa/AA+/AAA	03/24/14	7,000,000	6,997,666	100.07	7,004,921	12/15/16	76	0.79%
Treasury	0.50%	Aaa/AA+/AAA	07/14/15	7,000,000	6,998,569	100.00	7,000,273	03/31/17	182	0.54%
Southside Bank	0.78%		04/01/16	4,015,658	4,015,658	100.00	4,015,658	04/03/17	185	0.78%
R Bank	1.01%		01/05/16	7,034,991	7,034,991	100.00	7,034,991	06/30/17	273	1.01%
Green Bank	0.84%		09/15/16	7,000,000	7,000,000	100.00	7,000,000	09/15/17	350	0.84%
Sub Total / Average	0.70%			39,712,831	39,709,066	100.01	39,718,025		174	0.74%
Fund 461 - CO Bond Fund										
Green Bank	0.55%		08/31/16	693	693	100.00	693	N/A	1	0.55%
Southside Bank	0.78%		04/01/16	6,023,487	6,023,487	100.00	6,023,487	04/03/17	185	0.78%
Sub Total / Average	0.78%			6,024,180	6,024,180	100.00	6,024,180		185	0.78%
Fund 591 - Reserves Fund										
Green Bank	0.55%		06/09/16	801,013	801,013	100.00	801,013	N/A	1	0.55%
TexPool	0.38%	AAAm	09/30/15	8,256	8,256	100.00	8,256	N/A	1	0.38%
Sub Total / Average	0.55%			809,269	809,269	100.00	809,269		1	0.55%
Fund 602 - Interest & Sinking Revenue Bonds										
TexPool	0.38%	AAAm	09/30/15	1,545,247	1,545,247	100.00	1,545,247	N/A	1	0.38%
Sub Total / Average	0.38%			1,545,247	1,545,247	100.00	1,545,247		1	0.38%

Holdings by Allocation and Portfolio (Fund)
September 30, 2016

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 863 - Drainage Utility Revenue Bond										
TexPool	0.38%	AAAm	10/31/15	1,707,482	1,707,482	100.00	1,707,482	N/A	1	0.38%
LegacyTexas Bank	0.70%		03/30/16	1,505,272	1,505,272	100.00	1,505,272	12/30/16	91	0.70%
LegacyTexas	0.80%		01/07/16	1,508,019	1,508,019	100.00	1,508,019	01/06/17	98	0.80%
LegacyTexas Bank	0.85%		07/06/16	1,502,167	1,502,167	100.00	1,502,167	07/06/17	279	0.85%
Sub Total / Average	0.67%			6,222,939	6,222,939	100.00	6,222,939		113	0.67%
Total / Average	0.86%			\$ 310,808,683	\$310,935,892	100.06	\$ 310,998,779		280	0.80%

Book Value Comparison

September 30, 2016

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/15	N/A	\$ 19,777,125	\$ 4,476,668	\$ 5,249,890	\$ 19,003,904	\$ (773,222)
TexPool	N/A	09/30/15	N/A	5,583,132	2,410,240	3,654,904	4,338,469	(1,244,664)
TexSTAR	N/A	09/30/15	N/A	189,683	191	—	189,874	191
TexasDAILY	N/A	09/30/15	N/A	5,014,700	5,953	—	5,020,653	5,953
East West Bank	N/A	06/27/16	N/A	3,501,007	2,729	2,485,547	1,018,189	(2,482,818)
Southside Bank	N/A	08/31/16	N/A	—	500,216	—	500,216	500,216
Green Bank	N/A	06/09/16	N/A	5,001,658	2,004,674	—	7,006,331	2,004,674
LegacyTexas Bank	0.52%	12/04/15	07/01/16	5,012,663	—	5,012,663	—	(5,012,663)
Treasury	0.50%	11/21/14	07/31/16	5,000,464	—	5,000,000	—	(5,000,464)
Union State Bank	0.60%	08/13/15	08/11/16	5,000,000	—	5,000,000	—	(5,000,000)
FNMA	0.63%	11/21/14	08/26/16	5,001,102	—	5,000,000	—	(5,001,102)
FNMA	0.63%	01/29/15	08/26/16	5,001,611	—	5,000,000	—	(5,001,611)
FHLB	2.00%	11/21/14	09/09/16	5,014,027	—	5,000,000	—	(5,014,027)
FHLB	0.50%	01/29/15	09/28/16	5,000,244	—	5,000,000	—	(5,000,244)
FFCB	0.58%	01/29/15	10/14/16	5,000,994	—	—	5,000,131	(863)
Treasury	0.38%	11/21/14	10/31/16	4,997,699	—	—	4,999,420	1,721
FHLB	0.63%	12/04/14	11/18/16	5,000,861	—	—	5,000,299	(562)
FHLMC	0.60%	01/29/15	11/28/16	5,000,892	—	—	5,000,348	(543)
Union State Bank	0.42%	06/04/15	12/04/16	245,000	—	—	245,000	—
FHLB	1.63%	01/29/15	12/09/16	5,022,632	—	—	5,009,779	(12,853)
FHLMC	0.80%	12/30/13	12/30/16	4,000,000	—	—	4,000,000	—
Anderson ISD	1.10%	03/10/15	01/05/17	500,638	—	—	500,327	(310)
FHLMC	0.50%	01/29/15	01/27/17	4,497,135	—	—	4,498,384	1,249
Mahtomedi MN	0.00%	03/03/15	02/01/17	533,122	—	—	533,922	800
FHLB	0.72%	02/17/15	02/13/17	4,999,843	—	—	4,999,906	63
McKinney ISD TX	2.00%	04/07/15	02/15/17	2,309,542	—	—	2,301,725	(7,817)
Union State Bank	0.60%	02/25/16	02/23/17	5,000,000	—	—	5,000,000	—
Treasury	0.88%	02/27/14	02/28/17	5,505,616	—	—	5,503,490	(2,126)
FHLB	0.75%	03/30/15	03/24/17	6,001,834	—	—	6,001,202	(632)
FFCB	0.70%	04/06/15	04/06/17	5,999,173	—	—	5,999,444	272
FFCB	0.65%	09/08/15	05/01/17	1,999,178	—	—	1,999,426	248
Tulsa County OK	2.00%	05/28/15	05/01/17	3,200,350	—	—	3,189,687	(10,663)
Union State Bank	0.60%	05/12/16	05/11/17	2,000,000	—	—	2,000,000	—
FHLB	0.75%	09/08/15	06/15/17	5,000,952	—	—	5,000,702	(250)
FFCB	0.68%	09/08/15	07/03/17	4,996,505	—	—	4,997,378	874
FHLMC	0.75%	01/07/16	07/14/17	4,987,852	—	—	4,990,801	2,949
Southside Bank	0.85%	01/25/16	07/25/17	5,010,596	10,618	—	5,021,214	10,618
Union State Bank	0.85%	08/11/16	08/10/17	—	5,000,000	—	5,000,000	5,000,000

Book Value Comparison

September 30, 2016

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Arlington TX	2.50%	06/17/15	08/15/17	3,055,360	—	—	3,042,968	(12,392)
FNMA	0.88%	02/17/15	08/28/17	5,000,055	—	—	5,000,043	(12)
FHLB	0.90%	09/08/15	09/28/17	5,005,544	—	—	5,004,423	(1,121)
Independent Bank	0.95%	03/30/16	09/30/17	10,023,945	24,003	—	10,047,948	24,003
Southside Bank	0.97%	12/08/15	10/01/17	5,024,346	12,284	—	5,036,630	12,284
Southside Bank	1.00%	12/08/15	11/01/17	5,025,100	12,666	—	5,037,766	12,666
LegacyTexas Bank	0.92%	08/29/16	11/29/17	—	5,003,907	—	5,003,907	5,003,907
Southside Bank	1.03%	12/08/15	12/01/17	5,025,854	13,048	—	5,038,902	13,048
Southside Bank	1.12%	01/06/16	01/08/18	7,520,942	21,001	—	7,541,943	21,001
Southside Bank	1.00%	01/25/16	01/25/18	5,012,466	12,497	—	5,024,963	12,497
Arlington TX ISD	0.00%	07/26/16	02/15/18	—	492,125	—	493,038	493,038
Independent Bank	1.00%	02/25/16	02/25/18	13,031,967	32,758	—	13,064,725	32,758
LegacyTexas Bank	1.05%	06/20/16	03/20/18	5,000,000	13,245	—	5,013,245	13,245
LegacyTexas Bank	1.00%	07/06/16	04/06/18	—	4,507,647	—	4,507,647	4,507,647
R Bank	1.50%	05/13/16	05/14/18	7,500,000	28,409	—	7,528,409	28,409
Texas A&M University System	1.54%	10/28/15	05/15/18	3,605,946	—	—	3,601,111	(4,835)
LegacyTexas Bank	1.10%	06/03/16	06/04/18	5,000,000	13,876	—	5,013,876	13,876
LegacyTexas Bank	1.10%	06/20/16	06/20/18	5,000,000	13,876	—	5,013,876	13,876
LegacyTexas Bank	1.05%	07/06/16	07/06/18	—	4,508,030	—	4,508,030	4,508,030
LegacyTexas Bank	1.02%	08/29/16	08/29/18	—	10,008,663	—	10,008,663	10,008,663
Green Bank	1.02%	09/13/16	09/13/18	—	5,000,000	—	5,000,000	5,000,000
Corpus Christi-Ref	1.81%	03/14/16	03/01/19	2,275,419	—	—	2,273,018	(2,401)
Sub Total/Average Fund 000 - Pooled Investments				258,014,772	44,129,323	46,403,004	255,675,353	(2,339,419)
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/15	N/A	3,247,851	1,598	2,867,000	382,450	(2,865,402)
TexasDAILY	N/A	04/30/16	N/A	9,248,549	71,826	8,757,210	563,166	(8,685,383)
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				12,496,400	73,425	11,624,210	945,616	(11,550,785)
Fund 210 - Interest & Sinking Debt Service								
JPMorgan Chase	N/A	09/30/15	N/A	3,868	355	—	4,223	355
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				3,868	355	—	4,223	355

Book Value Comparison

September 30, 2016

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 460 - Bond Fund								
TexPool	N/A	09/30/15	N/A	1,600,333	654	1,000,000	600,987	(999,346)
East West Bank	N/A	03/31/14	N/A	27,601	30	—	27,632	30
LegacyTexas Bank	N/A	11/23/15	N/A	2,009,197	1,191	2,010,388	—	(2,009,197)
Southside Bank	N/A	01/26/16	N/A	10,020,616	12,948	3,000,000	7,033,564	(2,987,052)
Treasury	0.88%	03/24/14	09/15/16	7,002,951	—	7,000,000	—	(7,002,951)
Treasury	0.63%	03/24/14	12/15/16	6,994,840	—	—	6,997,666	2,826
Treasury	0.50%	07/14/15	03/31/17	6,997,846	—	—	6,998,569	723
Southside Bank	0.78%	04/01/16	04/03/17	4,000,000	15,658	—	4,015,658	15,658
R Bank	1.01%	01/05/16	06/30/17	7,017,474	17,517	—	7,034,991	17,517
Green Bank	0.84%	09/15/16	09/15/17	—	7,000,000	—	7,000,000	7,000,000
Sub Total/Average Fund 460 - Bond Fund				45,670,856	7,047,999	13,010,388	39,709,066	(5,961,791)
Fund 461 - CO Bond Fund								
TexPool	N/A	10/31/15	N/A	139	0	139	—	(139)
Green Bank	N/A	08/31/16	N/A	—	550,693	550,000	693	693
East West Bank	N/A	02/13/15	N/A	1,513,448	1,004	1,514,453	—	(1,513,448)
LegacyTexas Bank	N/A	11/23/15	N/A	2,009,197	1,191	2,010,388	—	(2,009,197)
LegacyTexas Bank	0.70%	01/06/16	07/06/16	4,011,642	—	4,011,642	—	(4,011,642)
Southside Bank	0.78%	04/01/16	04/03/17	6,000,000	23,487	—	6,023,487	23,487
Sub Total/Average Fund 461 - CO Bond Fund				13,534,426	576,376	8,086,621	6,024,180	(7,510,245)
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/15	N/A	8,249	8	—	8,256	8
Green Bank	N/A	06/09/16	N/A	800,265	748	—	801,013	748
Sub Total/Average Fund 591 - Reserves Fund				808,514	756	—	809,269	756
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/15	N/A	3,698,521	718,591	2,871,866	1,545,247	(2,153,274)
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				3,698,521	718,591	2,871,866	1,545,247	(2,153,274)
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/15	N/A	3,205,622	1,859	1,500,000	1,707,482	(1,498,141)
LegacyTexas Bank	0.70%	03/30/16	12/30/16	1,502,619	2,653	—	1,505,272	2,653
LegacyTexas	0.80%	01/07/16	01/06/17	1,504,990	3,028	—	1,508,019	3,028
LegacyTexas Bank	0.85%	07/06/16	07/06/17	—	1,502,167	—	1,502,167	1,502,167
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				6,213,232	1,509,707	1,500,000	6,222,939	9,707
Total / Average				\$ 340,440,589	\$ 54,056,532	\$ 83,496,089	\$ 310,935,892	\$ (29,504,697)

Market Value Comparison

September 30, 2016

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/15	N/A	\$ 19,777,125	\$ 4,476,668	\$ 5,249,890	\$ 19,003,904	\$ -
TexPool	N/A	09/30/15	N/A	5,583,132	2,410,240	3,654,904	4,338,469	-
TexSTAR	N/A	09/30/15	N/A	189,683	191	-	189,874	-
TexasDAILY	N/A	09/30/15	N/A	5,014,700	5,953	-	5,020,653	-
East West Bank	N/A	06/27/16	N/A	3,501,007	2,729	2,485,547	1,018,189	-
Southside Bank	N/A	08/31/16	N/A	-	500,216	-	500,216	-
Green Bank	N/A	06/09/16	N/A	5,001,658	2,004,674	-	7,006,331	-
LegacyTexas Bank	0.52%	12/04/15	07/01/16	5,012,663	-	5,012,663	-	-
Treasury	0.50%	11/21/14	07/31/16	5,000,585	-	5,000,000	-	(585)
Union State Bank	0.60%	08/13/15	08/11/16	5,000,000	-	5,000,000	-	-
FNMA	0.63%	11/21/14	08/26/16	5,001,400	-	5,000,000	-	(1,400)
FNMA	0.63%	01/29/15	08/26/16	5,001,400	-	5,000,000	-	(1,400)
FHLB	2.00%	11/21/14	09/09/16	5,014,241	-	5,000,000	-	(14,241)
FHLB	0.50%	01/29/15	09/28/16	5,000,418	-	5,000,000	-	(418)
FFCB	0.58%	01/29/15	10/14/16	5,001,949	-	-	5,000,290	(1,659)
Treasury	0.38%	11/21/14	10/31/16	5,000,976	-	-	5,000,390	(586)
FHLB	0.63%	12/04/14	11/18/16	5,003,065	-	-	5,000,700	(2,365)
FHLMC	0.60%	01/29/15	11/28/16	5,002,650	-	-	5,002,900	250
Union State Bank	0.42%	06/04/15	12/04/16	245,000	-	-	245,000	-
FHLB	1.63%	01/29/15	12/09/16	5,023,903	-	-	5,011,570	(12,333)
FHLMC	0.80%	12/30/13	12/30/16	4,006,000	-	-	4,004,000	(2,000)
Anderson ISD	1.10%	03/10/15	01/05/17	501,530	-	-	500,550	(980)
FHLMC	0.50%	01/29/15	01/27/17	4,498,560	-	-	4,499,996	1,436
Mahtomedi MN	0.00%	03/03/15	02/01/17	532,769	-	-	533,325	556
FHLB	0.72%	02/17/15	02/13/17	5,005,499	-	-	5,003,720	(1,779)
McKinney ISD TX	2.00%	04/07/15	02/15/17	2,310,839	-	-	2,300,740	(10,099)
Union State Bank	0.60%	02/25/16	02/23/17	5,000,000	-	-	5,000,000	-
Treasury	0.88%	02/27/14	02/28/17	5,515,683	-	-	5,509,878	(5,805)
FHLB	0.75%	03/30/15	03/24/17	6,007,713	-	-	6,004,824	(2,889)
FFCB	0.70%	04/06/15	04/06/17	6,005,218	-	-	6,002,550	(2,668)
FFCB	0.65%	09/08/15	05/01/17	2,000,881	-	-	2,000,102	(779)
Tulsa County OK	2.00%	05/28/15	05/01/17	3,200,575	-	-	3,185,193	(15,382)
Union State Bank	0.60%	05/12/16	05/11/17	2,000,000	-	-	2,000,000	-
FHLB	0.75%	09/08/15	06/15/17	5,006,346	-	-	5,001,495	(4,851)
FFCB	0.68%	09/08/15	07/03/17	5,006,022	-	-	4,997,775	(8,247)
FHLMC	0.75%	01/07/16	07/14/17	5,007,400	-	-	5,000,800	(6,600)
Southside Bank	0.85%	01/25/16	07/25/17	5,010,596	10,618	-	5,021,214	-
Union State Bank	0.85%	08/11/16	08/10/17	-	5,000,000	-	5,000,000	-
Arlington TX	2.50%	06/17/15	08/15/17	3,065,250	-	-	3,044,760	(20,490)
FNMA	0.88%	02/17/15	08/28/17	5,013,800	-	-	5,006,750	(7,050)

Market Value Comparison

September 30, 2016

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
FHLB	0.90%	09/08/15	09/28/17	5,017,128	—	—	5,005,765	(11,363)
Independent Bank	0.95%	03/30/16	09/30/17	10,023,945	24,003	—	10,047,948	—
Southside Bank	0.97%	12/08/15	10/01/17	5,024,346	12,284	—	5,036,630	—
Southside Bank	1.00%	12/08/15	11/01/17	5,025,100	12,666	—	5,037,766	—
LegacyTexas Bank	0.92%	08/29/16	11/29/17	—	5,003,907	—	5,003,907	—
Southside Bank	1.03%	12/08/15	12/01/17	5,025,854	13,048	—	5,038,902	—
Southside Bank	1.12%	01/06/16	01/08/18	7,520,942	21,001	—	7,541,943	—
Southside Bank	1.00%	01/25/16	01/25/18	5,012,466	12,497	—	5,024,963	—
Arlington TX ISD	0.00%	07/26/16	02/15/18	—	492,125	—	492,615	490
Independent Bank	1.00%	02/25/16	02/25/18	13,031,967	32,758	—	13,064,725	—
LegacyTexas Bank	1.05%	06/20/16	03/20/18	5,000,000	13,245	—	5,013,245	—
LegacyTexas Bank	1.00%	07/06/16	04/06/18	—	4,507,647	—	4,507,647	—
R Bank	1.50%	05/13/16	05/14/18	7,500,000	28,409	—	7,528,409	—
Texas A&M University System	1.54%	10/28/15	05/15/18	3,616,696	—	—	3,605,414	(11,281)
LegacyTexas Bank	1.10%	06/03/16	06/04/18	5,000,000	13,876	—	5,013,876	—
LegacyTexas Bank	1.10%	06/20/16	06/20/18	5,000,000	13,876	—	5,013,876	—
LegacyTexas Bank	1.05%	07/06/16	07/06/18	—	4,508,030	—	4,508,030	—
LegacyTexas Bank	1.02%	08/29/16	08/29/18	—	10,008,663	—	10,008,663	—
Green Bank	1.02%	09/13/16	09/13/18	—	5,000,000	—	5,000,000	—
Corpus Christi-Ref	1.81%	03/14/16	03/01/19	2,290,050	—	—	2,278,800	(11,250)
Sub Total/Average Fund 000 - Pooled Investments				258,158,726	44,129,323	46,403,004	255,729,280	(155,765)
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/15	N/A	3,247,851	1,598	2,867,000	382,450	—
TexasDAILY	N/A	04/30/16	N/A	9,248,549	71,826	8,757,210	563,166	—
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				12,496,400	73,425	11,624,210	945,616	—
Fund 210 - Interest & Sinking Debt Service								
JPMorgan Chase	N/A	09/30/15	N/A	3,868	355	—	4,223	—
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				3,868	355	—	4,223	—
Fund 460 - Bond Fund								
TexPool	N/A	09/30/15	N/A	1,600,333	654	1,000,000	600,987	—
East West Bank	N/A	03/31/14	N/A	27,601	30	—	27,632	—
LegacyTexas Bank	N/A	11/23/15	N/A	2,009,197	1,191	2,010,388	—	—
Southside Bank	N/A	01/26/16	N/A	10,020,616	12,948	3,000,000	7,033,564	—
Treasury	0.88%	03/24/14	09/15/16	7,008,476	—	7,000,000	—	(8,476)
Treasury	0.63%	03/24/14	12/15/16	7,008,750	—	—	7,004,921	(3,829)
Treasury	0.50%	07/14/15	03/31/17	7,001,640	—	—	7,000,273	(1,367)
Southside Bank	0.78%	04/01/16	04/03/17	4,000,000	15,658	—	4,015,658	—
R Bank	1.01%	01/05/16	06/30/17	7,017,474	17,517	—	7,034,991	—
Green Bank	0.84%	09/15/16	09/15/17	—	7,000,000	—	7,000,000	—
Sub Total/Average Fund 460 - Bond Fund				45,694,086	7,047,999	13,010,388	39,718,025	(13,672)

Market Value Comparison
September 30, 2016

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 461 - CO Bond Fund								
TexPool	N/A	10/31/15	N/A	139	0	139	–	–
Green Bank	N/A	08/31/16	N/A	–	550,693	550,000	693	–
East West Bank	N/A	02/13/15	N/A	1,513,448	1,004	1,514,453	–	–
LegacyTexas Bank	N/A	11/23/15	N/A	2,009,197	1,191	2,010,388	–	–
LegacyTexas Bank	0.70%	01/06/16	07/06/16	4,011,642	–	4,011,642	–	–
Southside Bank	0.78%	04/01/16	04/03/17	6,000,000	23,487	–	6,023,487	–
Sub Total/Average Fund 461 - CO Bond Fund				13,534,426	576,376	8,086,621	6,024,180	–
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/15	N/A	8,249	8	–	8,256	–
Green Bank	N/A	06/09/16	N/A	800,265	748	–	801,013	–
Sub Total/Average Fund 591 - Reserves Fund				808,514	756	–	809,269	–
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/15	N/A	3,698,521	718,591	2,871,866	1,545,247	–
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				3,698,521	718,591	2,871,866	1,545,247	–
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/15	N/A	3,205,622	1,859	1,500,000	1,707,482	–
LegacyTexas Bank	0.70%	03/30/16	12/30/16	1,502,619	2,653	–	1,505,272	–
LegacyTexas	0.80%	01/07/16	01/06/17	1,504,990	3,028	–	1,508,019	–
LegacyTexas Bank	0.85%	07/06/16	07/06/17	–	1,502,167	–	1,502,167	–
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				6,213,232	1,509,707	1,500,000	6,222,939	–
Total / Average				\$ 340,607,773	\$ 54,056,532	\$ 83,496,089	\$ 310,998,779	\$ (169,437)

Holdings by Allocation and Portfolio (Fund)
June 30, 2016

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	YTM @ Book
Fund 000 - Pooled Investments									
East West Bank	0.35%		06/27/16	\$ 3,501,007	\$ 3,501,007	100.00	\$ 3,501,007	N/A	0.35%
Green Bank	0.55%		06/09/16	5,001,658	5,001,658	100.00	5,001,658	N/A	0.55%
JPMorgan Chase	0.34%		09/30/15	19,777,125	19,777,125	100.00	19,777,125	N/A	0.34%
TexSTAR	0.39%	AAAm	09/30/15	189,683	189,683	100.00	189,683	N/A	0.39%
TexPool	0.36%	AAAm	09/30/15	5,583,132	5,583,132	100.00	5,583,132	N/A	0.36%
TexasDAILY	0.44%	AAAm	09/30/15	5,014,700	5,014,700	100.00	5,014,700	N/A	0.44%
LegacyTexas Bank	0.52%		12/04/15	5,012,663	5,012,663	100.00	5,012,663	07/01/16	0.52%
Treasury	0.50%	Aaa/AA+/AAA	11/21/14	5,000,000	5,000,464	100.01	5,000,585	07/31/16	0.39%
Union State Bank	0.60%		08/13/15	5,000,000	5,000,000	100.00	5,000,000	08/11/16	0.60%
FNMA	0.63%	Aaa/AA+/AAA	11/21/14	5,000,000	5,001,102	100.03	5,001,400	08/26/16	0.48%
FNMA	0.63%	Aaa/AA+/AAA	01/29/15	5,000,000	5,001,611	100.03	5,001,400	08/26/16	0.42%
FHLB	2.00%	Aaa/AA+/AAA	11/21/14	5,000,000	5,014,027	100.28	5,014,241	09/09/16	0.55%
FHLB	0.50%	Aaa/AA+/AAA	01/29/15	5,000,000	5,000,244	100.01	5,000,418	09/28/16	0.48%
FFCB	0.58%	Aaa/AA+/AAA	01/29/15	5,000,000	5,000,994	100.04	5,001,949	10/14/16	0.51%
Treasury	0.38%	Aaa/AA+/AAA	11/21/14	5,000,000	4,997,699	100.02	5,000,976	10/31/16	0.51%
FHLB	0.63%	Aaa/AA+/AAA	12/04/14	5,000,000	5,000,861	100.06	5,003,065	11/18/16	0.58%
FHLMC	0.60%	Aaa/AA+/AAA	01/29/15	5,000,000	5,000,892	100.05	5,002,650	11/28/16	0.56%
Union State Bank	0.42%		06/04/15	245,000	245,000	100.00	245,000	12/04/16	0.42%
FHLB	1.63%	Aaa/AA+/AAA	01/29/15	5,000,000	5,022,632	100.48	5,023,903	12/09/16	0.60%
FHLMC	0.80%	Aaa/AA+/AAA	12/30/13	4,000,000	4,000,000	100.15	4,006,000	12/30/16	0.80%
Anderson ISD	1.10%	-/AA+/-	03/10/15	500,000	500,638	100.31	501,530	01/05/17	0.85%
FHLMC	0.50%	Aaa/AA+/AAA	01/29/15	4,500,000	4,497,135	99.97	4,498,560	01/27/17	0.61%
Mahtomedi MN	0.00%	Aa2/AA-/-	03/03/15	535,000	533,122	99.58	532,769	02/01/17	0.60%
FHLB	0.72%	Aaa/AA+/AAA	02/17/15	5,000,000	4,999,843	100.11	5,005,499	02/13/17	0.73%
McKinney ISD TX	2.00%	Aaa/AAA/-	04/07/15	2,290,000	2,309,542	100.91	2,310,839	02/15/17	0.63%
Union State Bank	0.60%		02/25/16	5,000,000	5,000,000	100.00	5,000,000	02/23/17	0.60%
Treasury	0.88%	Aaa/AA+/AAA	02/27/14	5,500,000	5,505,616	100.29	5,515,683	02/28/17	0.72%
FHLB	0.75%	Aaa/AA+/AAA	03/30/15	6,000,000	6,001,834	100.13	6,007,713	03/24/17	0.71%
FFCB	0.70%	Aaa/AA+/AAA	04/06/15	6,000,000	5,999,173	100.09	6,005,218	04/06/17	0.72%
FFCB	0.65%	Aaa/AA+/AAA	09/08/15	2,000,000	1,999,178	100.04	2,000,881	05/01/17	0.70%
Tulsa County OK	2.00%	-/AA-/-	05/28/15	3,165,000	3,200,350	101.12	3,200,575	05/01/17	0.65%
Union State Bank	0.60%		05/12/16	2,000,000	2,000,000	100.00	2,000,000	05/11/17	0.60%
FHLB	0.75%	Aaa/AA+/AAA	09/08/15	5,000,000	5,000,952	100.13	5,006,346	06/15/17	0.73%
FFCB	0.68%	Aaa/AA+/AAA	09/08/15	5,000,000	4,996,505	100.12	5,006,022	07/03/17	0.75%
FHLMC	0.75%	Aaa/AA+/AAA	01/07/16	5,000,000	4,987,852	100.15	5,007,400	07/14/17	0.99%
Southside Bank	0.85%		01/25/16	5,010,596	5,010,596	100.00	5,010,596	07/25/17	0.85%
Arlington TX	2.50%	Aa1/AAA/-	06/17/15	3,000,000	3,055,360	102.18	3,065,250	08/15/17	0.84%
FNMA	0.88%	Aaa/AA+/AAA	02/17/15	5,000,000	5,000,055	100.28	5,013,800	08/28/17	0.87%
FHLB	0.90%	Aaa/AA+/AAA	09/08/15	5,000,000	5,005,544	100.34	5,017,128	09/28/17	0.81%

Holdings by Allocation and Portfolio (Fund)
June 30, 2016

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	YTM @ Book
Independent Bank	0.95%		03/30/16	10,023,945	10,023,945	100.00	10,023,945	09/30/17	0.95%
Southside Bank	0.97%		12/08/15	5,024,346	5,024,346	100.00	5,024,346	10/01/17	0.97%
Southside Bank	1.00%		12/08/15	5,025,100	5,025,100	100.00	5,025,100	11/01/17	1.00%
Southside Bank	1.03%		12/08/15	5,025,854	5,025,854	100.00	5,025,854	12/01/17	1.03%
Southside Bank	1.12%		01/06/16	7,520,942	7,520,942	100.00	7,520,942	01/08/18	1.12%
Southside Bank	1.00%		01/25/16	5,012,466	5,012,466	100.00	5,012,466	01/25/18	1.00%
Independent Bank	1.00%		02/25/16	13,031,967	13,031,967	100.00	13,031,967	02/25/18	1.00%
LegacyTexas Bank	1.05%		06/20/16	5,000,000	5,000,000	100.00	5,000,000	03/20/18	1.05%
R Bank	1.50%		05/13/16	7,500,000	7,500,000	100.00	7,500,000	05/14/18	1.50%
Texas A&M University System	1.54%	Aaa/AAA-	10/28/15	3,570,000	3,605,946	101.31	3,616,696	05/15/18	0.99%
LegacyTexas Bank	1.10%		06/03/16	5,000,000	5,000,000	100.00	5,000,000	06/04/18	1.10%
LegacyTexas Bank	1.10%		06/20/16	5,000,000	5,000,000	100.00	5,000,000	06/20/18	1.10%
Corpus Christi-Ref	1.81%	Aa2/AA-	03/14/16	2,250,000	2,275,419	101.78	2,290,050	03/01/19	1.37%
Sub Total / Average	0.85%			257,810,184	258,014,772	100.14	258,158,726		0.74%
Fund 170 - Interest & Sinking GO Bonds									
TexasDAILY	0.44%	AAAm	04/30/16	9,248,549	9,248,549	100.00	9,248,549	N/A	0.44%
TexPool	0.36%	AAAm	09/30/15	3,247,851	3,247,851	100.00	3,247,851	N/A	0.36%
Sub Total / Average	0.42%			12,496,400	12,496,400	100.00	12,496,400		0.42%
Fund 210 - Interest & Sinking Debt Service									
JPMorgan Chase	0.34%		09/30/15	3,868	3,868	100.00	3,868	N/A	0.34%
Sub Total / Average	0.34%			3,868	3,868	100.00	3,868		0.34%
Fund 460 - Bond Fund									
TexPool	0.36%	AAAm	09/30/15	1,600,333	1,600,333	100.00	1,600,333	N/A	0.36%
East West Bank	0.35%		03/31/14	27,601	27,601	100.00	27,601	N/A	0.35%
LegacyTexas Bank	0.35%		11/23/15	2,009,197	2,009,197	100.00	2,009,197	N/A	0.35%
Southside Bank	0.52%		01/26/16	10,020,616	10,020,616	100.00	10,020,616	N/A	0.52%
Treasury	0.88%	Aaa/AA+/AAA	03/24/14	7,000,000	7,002,951	100.12	7,008,476	09/15/16	0.67%
Treasury	0.63%	Aaa/AA+/AAA	03/24/14	7,000,000	6,994,840	100.13	7,008,750	12/15/16	0.79%
Treasury	0.50%	Aaa/AA+/AAA	07/14/15	7,000,000	6,997,846	100.02	7,001,640	03/31/17	0.54%
Southside Bank	0.78%		04/01/16	4,000,000	4,000,000	100.00	4,000,000	04/03/17	0.78%
R Bank	1.01%		01/05/16	7,017,474	7,017,474	100.00	7,017,474	06/30/17	1.01%
Sub Total / Average	0.67%			45,675,220	45,670,856	100.04	45,694,086		0.67%
Fund 461 - CO Bond Fund									
TexPool	0.36%	AAAm	10/31/15	139	139	100.00	139	N/A	0.36%
East West Bank	0.35%		02/13/15	1,513,448	1,513,448	100.00	1,513,448	N/A	0.35%
LegacyTexas Bank	0.35%		11/23/15	2,009,197	2,009,197	100.00	2,009,197	N/A	0.35%
LegacyTexas Bank	0.70%		01/06/16	4,011,642	4,011,642	100.00	4,011,642	07/06/16	0.70%
Southside Bank	0.78%		04/01/16	6,000,000	6,000,000	100.00	6,000,000	04/03/17	0.78%
Sub Total / Average	0.64%			13,534,426	13,534,426	100.00	13,534,426		0.64%

Holdings by Allocation and Portfolio (Fund)
June 30, 2016

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	YTM @ Book
Fund 591 - Reserves Fund									
Green Bank	0.55%		06/09/16	800,265	800,265	100.00	800,265	N/A	0.55%
TexPool	0.36%	AAAm	09/30/15	8,249	8,249	100.00	8,249	N/A	0.36%
Sub Total / Average	0.55%			808,514	808,514	100.00	808,514		0.55%
Fund 602 - Interest & Sinking Revenue Bonds									
TexPool	0.36%	AAAm	09/30/15	3,698,521	3,698,521	100.00	3,698,521	N/A	0.36%
Sub Total / Average	0.36%			3,698,521	3,698,521	100.00	3,698,521		0.36%
Fund 863 - Drainage Utility Revenue Bond									
TexPool	0.36%	AAAm	10/31/15	3,205,622	3,205,622	100.00	3,205,622	N/A	0.36%
LegacyTexas Bank	0.70%		03/30/16	1,502,619	1,502,619	100.00	1,502,619	12/30/16	0.70%
LegacyTexas	0.80%		01/07/16	1,504,990	1,504,990	100.00	1,504,990	01/06/17	0.80%
Sub Total / Average	0.55%			6,213,232	6,213,232	100.00	6,213,232		0.55%
Total / Average	0.79%			\$ 340,240,364	\$ 340,440,589	100.11	\$ 340,607,773		0.71%

City of Round Rock, Texas Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

		September 30, 2016			September 30, 2015		
<u>Asset Type</u>	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>	
Cash	0.36%	\$ 19,008,126	\$ 19,008,126	0.00%	\$ 19,739,266	\$ 19,739,266	
Certificates of Deposit	0.98%	148,246,336	148,246,336	0.49%	12,245,000	12,245,000	
Local Government Investment Pool	0.43%	14,356,583	14,356,583	0.09%	65,587,614	65,587,614	
Money Market Accounts	0.53%	16,387,637	16,387,637	0.15%	15,027,316	15,027,316	
Municipal	0.88%	15,935,797	15,941,398	0.63%	12,128,503	12,146,895	
US Agency	0.71%	72,502,268	72,543,237	0.59%	137,155,803	137,281,620	
US Treasury	0.65%	24,499,144	24,515,462	0.47%	78,497,083	78,618,637	
Totals		\$ 310,935,892	\$ 310,998,779		\$ 340,380,585	\$ 340,646,348	

	<u>2016</u>	<u>2015</u>	<u>Change</u>
Total Portfolio Average Yield (1)	0.80%	0.41%	0.39%
TexPool Yield	0.38%	0.09%	0.29%
Rolling Three Mo. Treas. Yield	0.30%	0.04%	0.26%
Rolling Six Mo. Treas. Yield	0.42%	0.13%	0.29%
Rolling 1 Yr. Treas. Yield	0.55%	0.24%	0.30%
Rolling 2 Yr. Treas. Yield	0.70%	0.51%	0.19%
Fiscal YTD Interest Earnings	\$ 1,995,624	\$ 1,124,689	

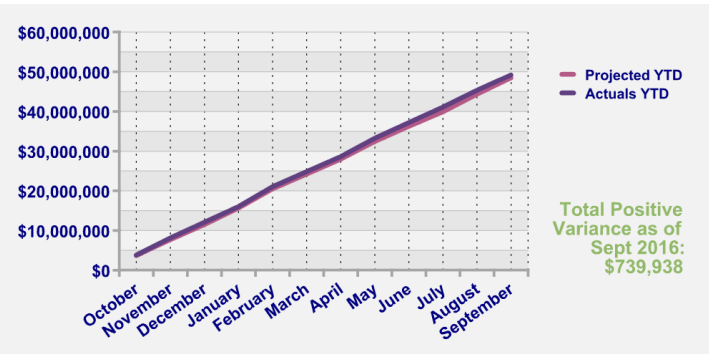
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.



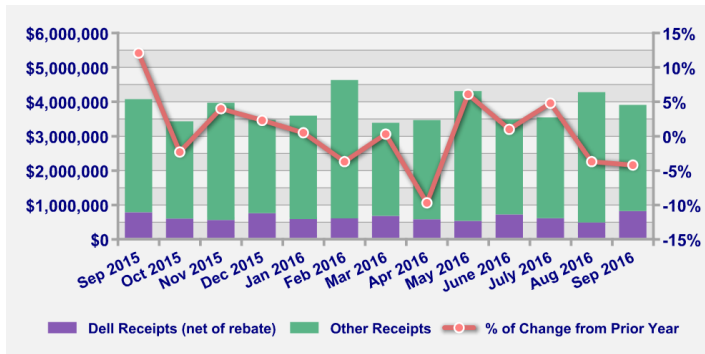
Round Rock by the Numbers

FY 2015/16 – Fourth Quarter – 9/30/16

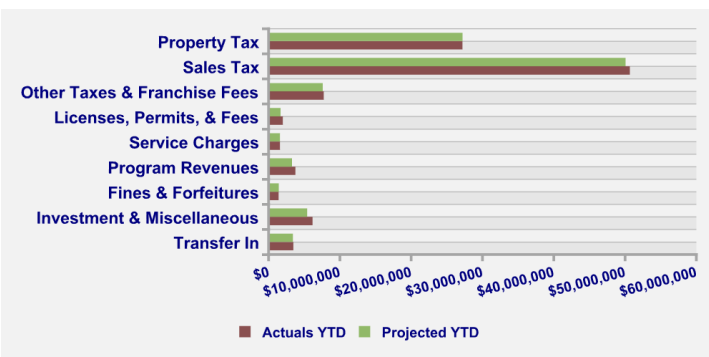
Sales Tax Actuals vs. Projections – Gen Fund Only



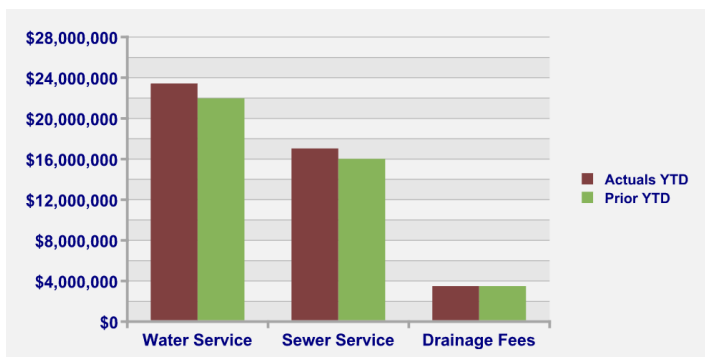
Rolling 12 Month – General Fund Sales Tax



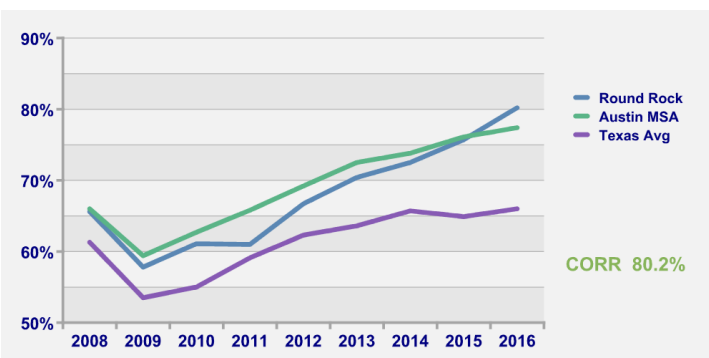
General Fund Revenues



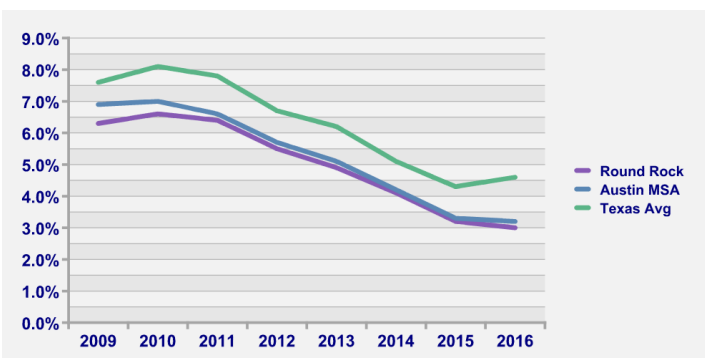
Utility Revenues



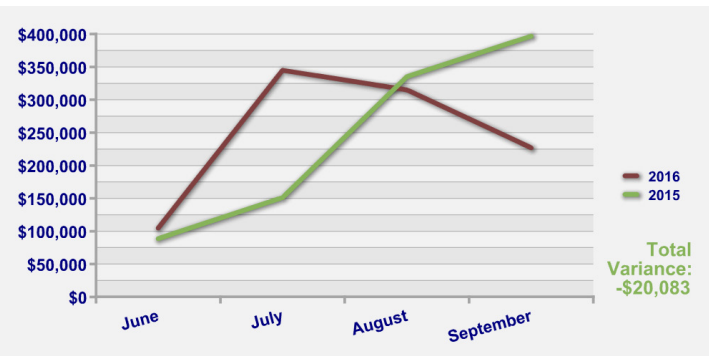
Hotel Occupancy Rates



Unemployment Data



Rates Revenues



Notes & Comments

- For FY2015-16 ALL funds were within budget and projections for revenues and expenses.
- The General Fund Revenues were 102% of projections & 105% of budget; General Fund Expenses were 99% of projections & 96% of budget.
- Sales tax collections without Dell show a healthy growth of 4.67% over FY2014-15; Year-to-date Dell receipts, net of rebate, were down 8.00% which is well above the budgeted 18% decline.
- TOTAL City sales tax collections were down 1.42% over the prior year, but were slightly above projections and above budget for the FY2015-16.
- Hotel Occupancy Rates through the reporting period of 2nd quarter calendar year 2016 was 80.2% vs 75.7% for same period last year.



Round Rock by the Numbers

FY 2016/17 – Annual Facts

Tax Information

	2016/17	2015/16
Population	117,160	107,158
Property Tax Rate	\$ 0.42500	0.41465
M&O .27187 Debt .15313		
Average Home Value	\$ 240,179	216,594
Taxable Property Value (billions)	\$ 11.3	10.2
Property Tax per Capita	\$ 414.07	401.85

Taxing Entities

CORR tax	\$	0.425
Williamson County tax	\$	0.476
RRISD tax	\$	1.332
ACC tax	\$	0.102
Upper Brushy Creek tax	\$	0.020
Total Tax Rate (includes CORR)	\$	2.355

Top 10 Property Taxpayers (sorted by rank as of Oct 2016)

Dell Computer Holdings, LP
 CPG Round Rock, LP (Premium Outlets)
 Baltgem Development Group (La Frontera Village)
 CMF 15 Portfolio, LLC (Colonial Grand Apt)
 Columbia / St. Davids Healthcare
 Dell Computer Corp.
 BAEV-LASALLE RR University Blvd (University Commons Shopping Ctr)
 FST La Frontera LLC (La Frontera @ Hesters Xing)
 Fisher-Rosemount Systems Inc. (Emerson)
 Lodge Multifamily Austin LP (Lodge @ Warner Ranch Apts)

Debt Information

GO Bond Rating:	S & P	AA+
	Moody's	Aa1

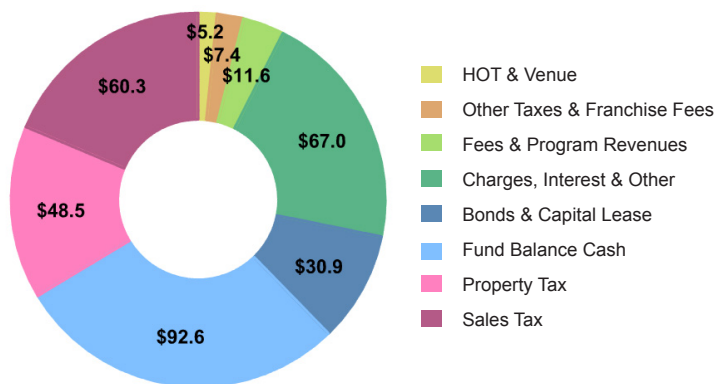
Outstanding as of 9/30/2016 (millions)

GO & CO Bonds	\$	176.6
Utility / Drainage	\$	84.7 / 7.7
HOT	\$	4.4
Sports Center	\$	7.3
Type B	\$	9.2 + 11.5 (SIB)

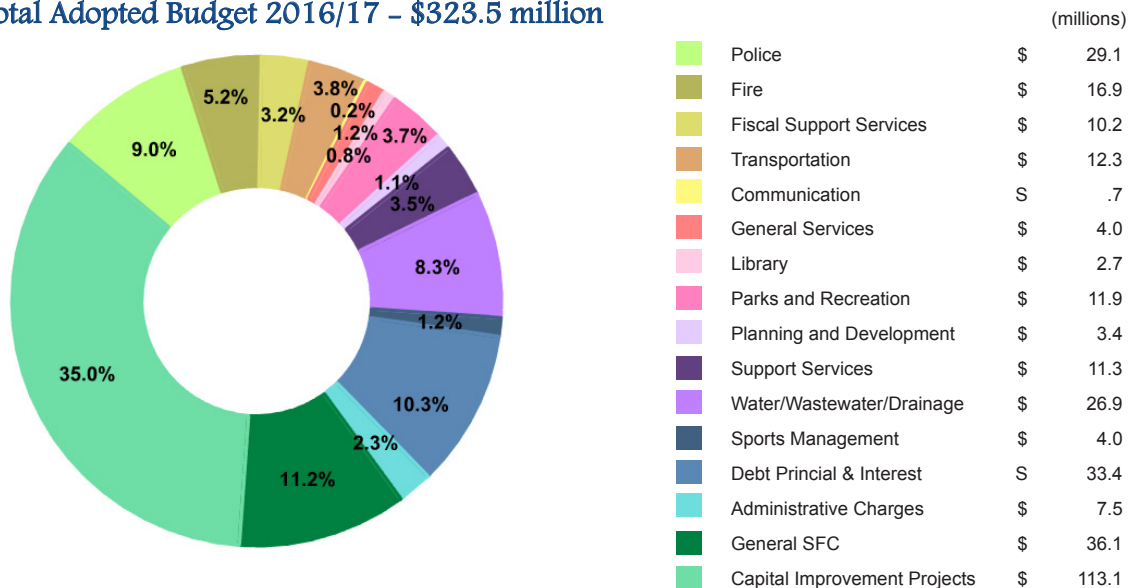
City Employees

FTEs	918.13	Dept Total
Sworn Police*	145	247.50
Firefighters	134	142
*School Resource Officers -	13 SROs + 2 Sgts)	

Total Revenues & Funding Sources 2016/17 – \$323.5 million



Total Adopted Budget 2016/17 – \$323.5 million





City of Round Rock

Agenda Item Summary

Agenda Number: E.7

Title: Consider a resolution approving an updated investment policy and strategy for the investment of City funds.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Summary of Policy Changes

Department: Finance Department

Text of Legislative File 2016-3976

Investing and reporting of the City's cash and investments are governed by the City's investment policy and the Texas Government Code, Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). The PFIA requires governmental entities to submit their investment policies to the governing body for review and updates, if needed, at least annually.

The objectives of the City's investment portfolio remain, in order of importance and in accordance with the PFIA: (1) safety of principal; (2) liquidity and (3) yield.

The attached policy document has been updated with minor language changes for clarity and to more closely reflect the PFIA. All changes to the policy have been highlighted in yellow. A summary of the changes is also attached.

In addition, this policy has also been reviewed by the City's investment advisor, with their edits included as well.

Staff will provide a brief overview of the policy changes and a year-end report on the investments at the Council meeting.

Staff recommends approval

RESOLUTION NO. R-2016-3976

WHEREAS, pursuant to Section 2256.005, Texas Government Code (“the Act”) the City Council desires to adopt a written investment policy and investment strategy regarding the investment of City funds; and

WHEREAS, the City Council has reviewed the attached updated policy and has determined same to be in compliance with the Act, Now Therefore

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

That the updated Investment Policy and Strategy for the investment of City funds, attached hereto as Exhibit “A” and incorporated herein, is hereby approved and adopted.

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 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"



City of Round Rock, Texas
Investment Policy & Strategy
December 1, 2016

**City of Round Rock, Texas
Investment Policy & Strategy
December 1, 2016**

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City of Round Rock, Texas
Investment Policy
December 1, 2016

I. Purpose

The Investment Policy of the City of Round Rock, Texas, is adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (the “Act”). This Policy establishes guidelines for the Investment Officers with regard to how City funds will be invested. This Policy also establishes guidelines for periodic review and reporting of the investments.

II. Scope

This Investment Policy applies to all aspects of investing the financial assets for the City of Round Rock, Texas. This applies to all funds reported in the City’s Comprehensive Annual Financial Report and includes the General Fund, Special Revenue Funds, including the Round Rock Transportation & Economic Development Corporation, Debt Service and Debt Reserve Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, Trust and Agency Funds and any new funds created by the City and any funds managed by the City of Round Rock, Texas, as trustee or agency, unless exempted by law. In addition to this Policy, bond funds established by bond ordinances shall also be managed by their governing ordinances and all applicable State and Federal Law.

All funds covered by this Investment Policy shall be invested in accordance with the Public Funds Investment Act as amended from time to time. (Texas Government Code, Ch. 2256.)

III. Investment Objectives & Strategy

A. OBJECTIVE:

It is the policy of the City of Round Rock that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with State and Federal Regulations, applicable bond covenants and ordinances, and this adopted Investment Policy. The primary objectives for investment activities are listed in priority order.

1. Suitability

Understanding the suitability of the investment to the financial requirements of the City is important. The needs and limitations of each group of funds must be considered. Any investment eligible in the Investment Policy is suitable for all City funds.

2. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they have resulted from securities defaults or erosion of market value. All investments are to be of high quality instruments with no perceived default risk. Market price fluctuations will, however, occur.

With foremost emphasis on safety of principal (i.e. avoidance of capital losses), the Investment Officers will ensure that preservation of capital and protection of principal in the overall portfolio is maintained. Speculation is prohibited.

3. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by maintaining appropriate cash equivalent balances, matching investment maturities with anticipated cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

4. Marketability

Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. An efficient market is generally defined as having a bid-asked price relationship being no greater than 1/4 of 1 percent of principal value.

5. Diversification

Diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Short term financial institution deposits, investment pools, money market mutual funds and staggered maturities of securities shall provide timely liquidity and may be utilized.

6. Yield

Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury security shall be the minimum yield objective.

B. STRATEGY:

The investment objectives above apply to all funds covered by this Policy. Investment strategies and guidelines by fund-type are as follows:

1. Pooled Funds

Pooled Funds comprise the majority of the City's portfolio and include all operating funds and long term reserves. Investment strategies for pooled funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will minimize volatility while providing competitive yields on City funds. Daily liquidity for operations is required first. Reserves established in accordance with the City's cash reserves policy or designated for specific purposes and time frames may be invested for longer terms.

2. Debt Service Funds

Investment strategies for Debt Service Funds have as their primary objective the assurance of investment liquidity to cover the debt service obligations on the required dates. Surplus funds outside the debt service dates will be invested according to investment targets and strategies for Pooled Funds.

3. Debt Service Reserve Funds

Debt Service Reserve Funds are reserves required by bond covenant or other contractual requirement to be maintained through the life of the debt issue. These funds generally do not have a need for liquidity, and may be invested in longer term maturities within the overall guidelines of this Policy.

4. Capital Project and Special Purpose Funds

These funds include both bond proceeds and operating funds set aside for identified Capital Projects or Special Purposes. The funds should be invested to match projected cash flow requirements of projects with sufficient liquidity to meet unanticipated project outlays. In general, the final maturity dates of securities should not exceed the expected project completion date(s) and meet all underlying bond covenants, where applicable.

IV. Standard of Care

A. PRUDENCE

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The standard of care shall be applied to the context of managing the overall portfolio.

B. DELEGATION OF AUTHORITY

The Chief Financial Officer, Deputy Chief Financial Officer, the Accounting Manager, and the Treasury Accountant are hereby designated as the Investment Officers of the City of Round Rock, Texas, and are responsible for investment decisions and activities consistent with this Investment Policy.

The Investment Officers shall be responsible for all transactions and compliance with the internal controls, ensuring all safekeeping, custodial, and collateral duties remain consistent with this Investment Policy, as well as establishing and maintaining written procedures for cash management. The Investment Officers shall maintain timely, accurate and systematic records of all investments, maturities and earnings. Bonding of all staff with financial signatory authority is required and such bonding requirements will also apply to those individuals authorized to place, purchase or sell investment instruments. Bonding will protect the public against loss from possible embezzlement and malfeasance.

C. TRAINING

It is the City's policy to provide training required by the Public Funds Investment Act Section 2256.008(a) through courses and seminars offered in compliance with the Act in order to ensure the quality and capability of the Investment Officers in making investment decisions.

All investment training shall be from an independent source approved by the City Council. The following sponsors are hereby approved:

- 1) Government Finance Officers Association (GFOA and GFOAT);
- 2) Texas Society of Certified Public Accountants (TSCPA);
- 3) Texas Municipal League (TML);
- 4) Government Treasurers' Organization of Texas (GTOT);
- 5) Sponsors approved by the TSCPA and GFOA, GFOAT, GTOT, to provide CPE credits;
- 6) Center for Public Management at the University of North Texas; or
- 7) Alliance of Texas Treasury Associations (ATTA)

D. ETHICS

The Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Furthermore, in accordance with the Public Funds Investment Act, an Investment Officer who has a personal business relationship with a firm or is related to individuals seeking to sell to the Investment Officer must disclose such relationships in accordance with Section 2256.005(i) of the Public Funds Investment Act.

E. LIMITATION OF LIABILITY

The Investment Officers acting in accordance with this Policy and the City's Investment Strategy and exercising due diligence shall be relieved of personal liability for an individual investment's

performance provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse development.

F. INTERNAL CONTROLS

The Investment Officers shall establish a system of internal controls, which shall be documented in writing and reviewed periodically by the City's independent auditors. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions. Dual controls of all investment activities will consistently be maintained by the Investment Officers.

The Investment Officers shall develop and maintain written administrative procedures for the operation of the investment and cash management program, consistent with this Investment Policy.

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections. The investment officer is authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods.

V. Authorized Investments

A. AUTHORIZED INVESTMENTS

The following is a list of authorized and legal investment options:

- 1) Obligations, **including letters of credit**, of the United States or its agencies and instrumentalities, excluding mortgage backed securities;
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities;
- 3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
- 4) Obligations of states agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;
- 5) Certificates of Deposit (CD) as authorized under the Act;
- 6) Repurchase Agreements which are fully collateralized as authorized by the Act. Flex repurchase agreements may be used for capital project funds but will not extend past the anticipated expenditure schedule;

- 7) Commercial Paper rated A1/P1 or better as authorized by the Act;
- 8) AAA-Rated **no-load government** money market mutual funds as authorized by the Act, which strive to maintain a \$1 NAV;
- 9) Local government investment pools as authorized by and compliant with the Act;
- 10) FDIC insured *Brokered Certificate of Deposit* securities purchased from a broker or a bank with a main or branch office in Texas, settled delivery versus payment to the City's safekeeping agent; and
- 11) Fully insured or collateralized interest bearing accounts from any bank in Texas, including those accounts utilizing an FDIC insurance spreading program acceptable to the City.

B. PROHIBITED INVESTMENTS

This Policy bestows the authority upon the Investment Officers to determine certain investment instruments as unsuitable for the City even though those investments may be authorized by this Policy and/or the Public Funds Investment Act. Additionally, certain investments are expressly prohibited by the Public Funds Investment Act. Those prohibited investments are:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and **pays no principal**;
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- 3) Collateralized mortgage obligations (CMO) that have a stated final maturity date of greater than 10 years; and
- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

C. VALUATION

The Investment Officers shall monitor, on no less than a quarterly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. An investment that requires a minimum rating under this Policy and/or the Public Funds Investment Act does not qualify as an authorized investment during the period the investment does not have the minimum rating required by the Act. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. **The City is not required to liquidate investments that were authorized investments at the time of purchase.**

The Investment Officers shall monitor, on no less than a quarterly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, an Investment Officer shall take steps to ensure that full FDIC insurance is in place as soon as the lapse in FDIC coverage is detected.

D. PROTECTION OF PRINCIPAL

The City shall seek to control the risk of loss due to the failure of an issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in this Policy; by qualifying the broker, dealer and financial institution with whom the City will transact; by collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed “delivery versus payment” through the City’s safekeeping agent. By so doing, City funds are not released until the City has received, through the safekeeping agent, the securities purchased.

E. DIVERSIFICATION BY INVESTMENT TYPE

Diversification by investment type is primarily intended to reduce the credit risk inherent to a particular issuer or investment type. The City will diversify its investments by security type and institution.

<u>Investment Type</u>	<u>Portfolio Limitation</u>
1) U.S. Government and its Agencies and Instrumentalities	75%
2) States and their Agencies, Counties, Cities and Other Political Subdivisions of any State	35%
% of any one (1) issuer	5%
3) Commercial Paper	10%
% of any one (1) issuer	5%
4) Money market bank accounts	50%
5) Local government investment pools	100%
6) Government money market mutual funds	100%
7) Certificates of Deposit (Depository & Brokered)	75%
8) Repurchase Agreements	25%

Bond proceeds may be invested in a single security or investment if the Investment Officers determine that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage recordkeeping and calculation.

F. DIVERSIFICATION BY INVESTMENT MATURITY AND WEIGHTED AVERAGE MATURITY

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. The weighted average maturity will be determined on a total portfolio basis with a maximum of 540 days and maximum maturity for an individual security or CD shall not exceed three years.

Maturity guidelines by fund are as follows:

1) Pooled Funds

Pooled Funds are a pooling of operating funds needed for day to day operations along with special revenue funds, internal service funds, and any other funds that do not fall into one of the three categories listed below.

Maturity Limitation: The maximum allowable maturity for an individual investment shall be three years.

2) Debt Service Funds

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment.

Maturity Limitation: The Investment Officers shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investments available to satisfy said payment.

3) Debt Service Reserve Funds

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy.

Maturity Limitation: Maturities shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue or three years, whichever is less.

City funds that are considered “bond proceeds” for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate rules require refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be made available for any necessary payments to the U.S. Treasury.

4) Capital Project and Special Purpose Funds

Maturity Limitation: Funds used for construction programs have reasonably predictable draw down schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Bond proceeds (excluding reserve and debt service funds) shall generally be limited to the cash flow requirements or the “temporary period” as defined by Federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

VI. Relationships with Financial Institutions and Firms

A. PRIMARY DEPOSITORIES

Primary Depositories shall be selected through the banking service procurement process, which shall include a formal request for applications no less than every five (5) years. In selecting the primary depository, the creditworthiness of institutions shall be considered and the Investment Officers shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. The City's primary depository contract and other financial relationships for banking services are outside the scope of this Investment Policy; however, all deposits and collateral are subject to compliance with the Act.

B. SELECTION AND COMPLIANCE OF INVESTMENT PROVIDERS

An investment provider offering to engage in an investment transaction with the City must execute a written instrument stating that the qualified representative has received and reviewed the Investment Policy of the City. The qualified representative also must acknowledge that the firm has implemented reasonable procedures and controls to preclude transactions conducted between the City and the firm that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, or requires an interpretation of subjective investment standards. The Investment Officers may not acquire or otherwise obtain any authorized investment from a person who has not delivered to the City an instrument in substantially the form described above.

Broker/Dealer institutions or firms may qualify under this section:

- 1) Security Dealers which are the approved and designated Dealers of the Federal Reserve Bank of New York "Primary Dealers" and approved by City Council.
- 2) Security Dealers and Brokers which are not designated as "Primary Dealers" but which are approved individually by the City Council.

Addendum A is the list of brokers/dealers who have qualified and are hereby approved to conduct business with the City as required by the Act. The qualified broker/dealer list must be reviewed and approved by City Council at least annually.

VII. Safekeeping and Collateralization

To protect against potential fraud and embezzlement, investments shall be secured through third party custody and safekeeping procedures.

A. SAFEKEEPING & CUSTODY

All security purchases and trades conducted for the City of Round Rock, Texas will be settled and protected by the City's contracted third party safekeeping agent. The use of the Delivery Versus Payment (DVP) procedure will be continually used for investment securities transactions, purchases and sales. The City shall authorize the release of funds only after its safekeeping agent has received securities or receipt for the same amount into the City's safekeeping account.

Securities owned by the City under repurchase agreements shall be secured by written **Master Repurchase Agreement, or similar agreement**, and all securities will be moved on a DVP basis.

The City shall approve all third party custodial agents for the custody of securities pledged to the City as collateral to secure demand or time deposits.

All securities and collateral shall be held in an account in the City's name as evidenced by safekeeping receipts of the institutions with which the securities are placed.

Safekeeping and custody procedures shall be reviewed annually by the independent auditor.

B. COLLATERALIZATION REQUIREMENT

The City, in accordance with state statute, requires all City funds held by financial institutions above the FDIC insurable limit to be collateralized with securities or letters of credit issued to the City by the Federal Home Loan Bank. **Money Market Accounts and Certificates of Deposits require collateral or FDIC coverage for all principal and accrued interest.** Securities held as collateral shall have a market value equaling at least 102% of the total value of City funds held in excess of FDIC insurance levels, and all securities shall be placed with a third party custodial agent. *Collateral may be substituted or released only with the written authorization of an Investment Officer.* Allowable collateral may consist only of the following securities as permitted under the Public Funds Collateral Act (Texas Government Code, Ch. 2257).

- Obligations of the U.S. Government, its agencies and instrumentalities including mortgage backed securities and CMOs which **do not constitute a high-risk mortgage security** as defined by the **Public Funds Collateral Act**.
- Obligations of any U.S. state, agencies, counties, cities and other political subdivisions rated as to investment quality by at least one nationally recognized rating agency.

A monthly report listing the collateral must be provided directly from the Custodian to the City.

Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City. The "Security for Deposits" portion of the Agreement shall define the City's rights to

the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) the Agreement must be in writing;
- 2) the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- 3) the Agreement must be approved by the Board of Directors or the Bank Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- 4) the Agreement must be part of the Depository's "official record" continuously since its execution.

VIII. Portfolio Reporting and Review

A. REPORTING

As required by law, the Investment Officers shall submit a written investment report, prepared in accordance with the Act, signed by each Investment Officer of the City within a reasonable time after the end of each fiscal quarter to the City Council detailing the investment position for the previous quarter. Monthly market values will be obtained from the City's investment advisor, or other source believed to be reliable, in order to monitor the portfolio's position. "Weighted Average Yield to Maturity" shall be the standard for calculating portfolio rate of return.

- 1) For pooled investments – the report must:
 - a. state the beginning book value and market value of the pool portfolio for the reporting period,
 - b. state changes to the book value and market value during the reporting period,
 - c. state the ending book value and market value of the portfolio, and
 - d. state the fully accrued interest for the reporting period.
- 2) For separately invested assets – the report must:
 - a. state the book value and market value for each investment at the beginning and end of the reporting period,
 - b. disclose the stated maturity date for each separate investment, and
 - c. show the specific fund from which moneys were received to purchase the investment.
- 3) The report must state compliance of the investment portfolio with the City's Investment Policy & Strategy and relevant provisions of the Public Funds Investment Act.

B. ANNUAL REVIEW

This Policy shall be reviewed and adopted annually by the City Council.

C. EXTERNAL AUDIT

In accordance with the Public Funds Investment Act, in conjunction with the City's annual financial audit, a compliance audit of management controls on investments and adherence to the City's established investment policies shall be performed. An annual review of the City's quarterly reports will also be performed by an independent auditor with the results being presented to the City Council.

ADDENDUM A
CITY OF ROUND ROCK, TEXAS
LIST OF AUTHORIZED BROKER/DEALERS

Coastal Securities

Duncan Williams, Inc.

Frost Capital Markets

FTN Financial

Hilltop Securities Company

Multi-Bank Securities, Inc.

Mutual Securities

Piper Jaffray & Co

Raymond James

RBC Capital Markets, LLC

Wells Fargo Brokerage

Proposed Changes to Investment Policy:

	SECTION CHANGED:		PAGE #
1	Section IV. F	Add that it is City policy to provide a competitive environment for all investment purchases and sales and financial institution, money market mutual fund, and local government investment pool selections. The investment officer is authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods.	7
2	Section V. A. 1	Add letters of credit	7
3	Section V. A. 8	Change money market mutual fund to no-load government money market mutual fund	8
4	Section V. B. 1	Change "pays no interest" to "pays no principal"	8
5	Section V. C	Add that the City is not required to liquidate investments that were authorized investments at the time of purchase.	8
6	Section V. C	Add language to ensure steps are taken that full FDIC insurance is in place as soon as the lapse in FDIC coverage is detected.	9
7	Section V. E. 6	Add Government money market mutual funds at 100%	9
8	Section V. E. 6	Add Repurchase Agreements at 25%	9
9	Section VII. A	Change repurchase agreements shall be secured by written City agreement to shall be secured by Master Repurchase Agreement, or similar agreement.	12
10	Section VII. A	Add that all securities and collateral shall be held in an account in the City's name as evidenced by safekeeping receipts of the institutions with which the securities are placed.	12
11	Section VII. B	Add that money market accounts and certificates of deposits require collateral or FDIC coverage for all principal and accrued interest.	12
12	Section VII. B	Change "pass the bank test" to "does not constitute a high-risk mortgage security"	12
13	Section VII. B	Add language to mortgage backed securities and CMOs which do not constitute a high-risk mortgage security	12
14	Section VII. B	Replace "federal reserve" with "Public Funds Collateral Act"	12
15	Addendum A	Remove addresses of broker/dealers	15
16	Addendum A	Remove the following broker/dealers: Morgan Stanley, Bank of America/Merrill Lynch, and Bonwick Capital Partners, LLC	15
17	Addendum A	Add the following broker dealers: FTN Financial, Multi-Bank Securities Company, and Raymond James	15



City of Round Rock

Agenda Item Summary

Agenda Number: E.8

Title: Consider a resolution adopting the Community Development Block Grant (CDBG) budget for the 2016-2017 Program Year.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2016-3985

The Community Development Program (CDBG) was developed in 1974 and works to ensure decent affordable housing and to provide services to the most vulnerable in our communities. CDBG is an important tool for helping tackle serious challenges facing our community. To be eligible for CDBG funding, activities must meet one of the three national objectives of the program which are 1) benefit low to moderate income persons 2) prevent slum or blight 3) meet an urgent need.

The FY 2016/17 budgeted funds will be used for the Community Development Block Grant activities in the Annual Action Plan that was approved on July 28, 2016 by City Council Resolution No. R-2016-3649.

The following programs will be funded in Fiscal Year 2016-2017

Public Services:	\$85,950 (15%)
Infrastructure:	\$372,450 (65%)
Program Administration:	<u>\$114,600</u> (20%)
New Funds	\$572,999
Prior Year Funds	<u>\$540,865</u>
Total 2016/17 Budget	\$1,113,864

Staff recommends approval.

RESOLUTION NO. R-2016-3985

WHEREAS, the Finance Department has submitted a proposed operating budget for fiscal year 2016-2017 for the Community Development Block Grant Program, and

WHEREAS, the City Council wishes to approve said proposal, Now Therefore

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

That the operating budget submitted by the Finance Department for the Community Development Block Grant Program for fiscal year 2016-2017, attached hereto as Exhibit "A", is hereby approved.

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 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

City of Round Rock
CDBG Fund #790
2016-2017 Proposed Budget

EXHIBIT

"A"

DESCRIPTION	Amount
<u>REVENUES:</u>	
CDBG FY 2016-2017	\$572,999
Prior Year Revenue	540,865
Total Revenues	<u>1,113,864</u>
<u>EXPENDITURES:</u>	
<u>2017 Program Grant Funding</u>	
Public Facility and Infrastructure Improvements	372,450
Public Services: Housing Assistance	25,000
Public Services: Food Banks	25,000
Public Services: CASA Child Advocacy	20,000
Public Services: After School Tutoring	15,949
Program Administration	114,600
Subtotal 2017 Program Expenditures	<u>572,999</u>
<u>Prior Year Programs Grant Funding</u>	
2014	18,359
2015	184,577
2016	337,928
Subtotal Prior Year Program Expenditures	<u>540,865</u>
Total Expenditures	<u>1,113,864</u>
Total Available	<u>\$0</u>



City of Round Rock

Agenda Item Summary

Agenda Number: E.9

Title: Consider a resolution authorizing the City Manager to issue a purchase order with Tyler Technologies for Utility Billing and related SaaS software applications.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Susan Morgan, CFO

Cost: \$560,000.00

Indexes: Utility Fund

Attachments: Resolution, Quote - Tyler Technologies, Form 1295

Department: Finance Department

Text of Legislative File 2016-3986

In 2013, the City implemented an Enterprise Resource Planning (ERP) system that transitioned the City's financial, payroll and human resources software to Tyler Technologies' Munis software suite. At that time, the Utility Billing (UB) system was not included as part of that project.

The current UB system is Incode version 9, also a Tyler product. The City has used Incode for approximately 20 years. The Incode software is targeted toward much smaller utilities and cities, and Round Rock has long since outgrown that system.

Over the past 18 months, City staff have evaluated various providers and products used at comparably sized cities in Texas. After conducting site visits with other cities and product reviews with vendors, staff determined that Munis offers the best solution.

This new system will allow the City's Utility Billing division to move to an up-to-date Customer Information System (CIS) and allow the City to modernize its business processes and improve customer services. The Munis products will serve as the core engine for the City's utility billing, cashing and customer service processes for water, wastewater, garbage and drainage.

Bills and collections processed through this system totaled over \$55 million in FY 2016.

In conjunction with this implementation, staff are also evaluating add-on customer facing mobile and web applications and internal analytic tools. This software tool set will allow the city to take advantage of the enhanced capability offered by the Munis package and while greatly expanding the City's ability to interact with our customers, provide easily accessible billing and conservation tools, and provide better internal analytic tools to monitor customer and utility data. Staff expects to bring a recommendation to Council for this second phase in the first quarter of

2017.

The total project cost submitted for approval is \$560,000 over the next three years. This includes a first year estimated total cost of \$249,935 for the first year and includes implementation, travel, hosting and other support. The next two years total \$283,504 to be paid in equal installments for hosting, support and maintenance. The balance of \$27,561 is set aside as contingency funds to be used as authorized by the City. The attached quote \$532,439 does not include the \$27,561 of contingency funds.

The project is planned to start February 1, 2017 with go-live for the new system targeted for November 1, 2017.

The implementation and support will be provided under the City's existing contract with Tyler Technologies for the ERP system that was approved by Council in December 2012.

Cost: \$560,000

Source of Funds: Utility Fund

The 2016/17 adopted budget includes first year costs of \$306,929 for this project which includes the first year implementation costs above and temporary staffing support in Utility Billing to maintain good customer service and work flow during the implementation process. Staff recommends approval

RESOLUTION NO. R-2016-3986

WHEREAS, the City of Round Rock (“City”) entered into a “Software as a Service” Agreement with Tyler Technologies, Inc. in December 2012 for technical services to license certain Financials, Human Resource, and Payroll Administrative Software; and

WHEREAS, the City desires to add certain Utility Billing and related Saas software applications to the current suite of financial and related software; and

WHEREAS, the City wishes to issue a purchase order in the amount of \$560,000 to Tyler Technologies, Inc., Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Tyler Technologies, Inc. for Utility Billing and related Saas Software applications.

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 1st day of December, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Quoted By: Jason Cloutier
Date: 11/15/2016
Quote Expiration: 1/31/2017
Quote Name: City of Round Rock-ERP-UB
Quote Number: 2016-18769
Quote Description: Tyler Utility Billing SaaS Quote

Sales Quotation For

City of Round Rock
221 E Main Ave
Round Rock, Texas 78664-5271
Phone (512) 218-5400

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Revenue:					
Central Property File	3.0	\$2,111.00	1 @ \$1,275.00	\$1,275.00	\$0.00
Maplink GIS Integration	3.0	\$11,890.00	1 @ \$1,275.00	\$1,275.00	\$0.00
Tyler Cashiering	3.0	\$33,148.00	7 @ \$1,275.00	\$8,925.00	\$0.00
UB Interface	3.0	\$9,512.00	4 @ \$1,275.00	\$5,100.00	\$0.00
Utility Billing CIS	3.0	\$29,545.00	21 @ \$1,275.00	\$26,775.00	\$23,400.00
Productivity:					
Citizen Self Service	3.0	\$21,618.00	1 @ \$1,275.00	\$1,275.00	\$0.00
IVR Gateway	3.0	\$9,728.00	6 @ \$1,275.00	\$7,650.00	\$0.00
Tyler Notify	3.0	\$24,200.00	0 @ \$1,275.00	\$0.00	\$0.00
TOTAL:		\$141,752.00	41	\$52,275.00	\$23,400.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	\$11,000.00	\$0.00	\$11,000.00
Tyler Forms Library - Utility Billing	1	\$5,000.00	\$0.00	\$5,000.00
Tyler Notify - Implementation	2	\$1,275.00	\$0.00	\$2,550.00
TOTAL:				\$18,550.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	4	\$230.00	\$0.00	\$920.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	4	\$385.00	\$0.00	\$1,540.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	4	\$25.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	4	\$62.00	\$0.00	\$248.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	4	\$1,600.00	\$0.00	\$6,400.00	\$0.00	\$0.00	\$0.00
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
Tyler Notify SMS Text Plan (25,000 Messages)	1	\$1,250.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$9,208.00</i>			<i>\$0.00</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$3,750.00</i>		<i>\$0.00</i>	<i>\$0.00</i>
TOTAL:				\$12,958.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS per annum	\$0.00	\$141,752.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$94,225.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$12,958.00	\$0.00
Summary Total	\$107,183.00	\$141,752.00
Contract Total	\$532,439.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Option 1 Services	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 2 Assessments	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Option 3 Consumption History	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 4 Balance Forward AR	\$5,000.00	\$0.00	\$5,000.00
Utility Billing - Option 5 Service Orders	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Option 6 Backflow	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Standard	\$4,000.00	\$0.00	\$4,000.00
TOTAL:			\$23,400.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Comments

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items, as applicable, shall conform to the following conditions:

- License fees for Tyler and 3rd Party Software products are due when Tyler makes such software available for download by the Client;
- Fees for hardware are payable upon delivery;
- SaaS fees are payable on a quarterly basis, in advance, beginning with the first quarterly payment due pursuant to the Agreement following the date on which the Client signed the sales quotation; and
- Unless otherwise indicated, fees for services are payable as delivered, and expenses are payable as incurred.

Billing Term: 01/01/17-12/31/19

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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:
2016-138446

Date Filed:
11/18/2016

Date Acknowledged:

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

Tyler Technologies, Inc.
Plano, 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.

Munis Utility Billing Project
ERP Software for UB

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yeaman, John	Plano, TX United States	X	
	Marr, Jr., John	Yarmouth, ME United States	X	
	Brattain, Donald	Plano, TX United States	X	
	King, Jr., J. Luther	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Moore, Jr., H. Lynn	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Pope, Daniel	Plano, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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:
2016-138446

Date Filed:
11/18/2016

Date Acknowledged:

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

Tyler Technologies, Inc.
Plano, 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.

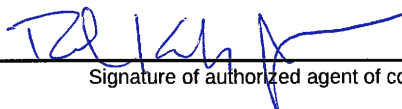
Munis Utility Billing Project
ERP Software for UB

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.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Kennedy Jr., this the 18th day of November, 2016, to certify which, witness my hand and seal of office.


Signature of officer administering oath

JOEL P. LLOYD
Notary Public, State of Maine
My Commission Expires Nov. 2, 2018

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider public testimony regarding the annexation of approximately 36.95 acres located at Gattis School Road and Westview Drive.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Exhibit A - Map, Service Plan - Westview

Department: Planning and Development Services Department

Text of Legislative File 2016-3972



The City Council adopted a resolution on October 27, 2016 directing the preparation of a service plan that provides for the extension of full municipal services to the 36.95 acre area. State statute requires that, following notification to the property owners and service providers in the area, the City must hold two public hearings and then initiate annexation according to a prescribed schedule. The purpose of this annexation is to provide the City with continuous land use controls on the land fronting the south side of Gattis School Road.

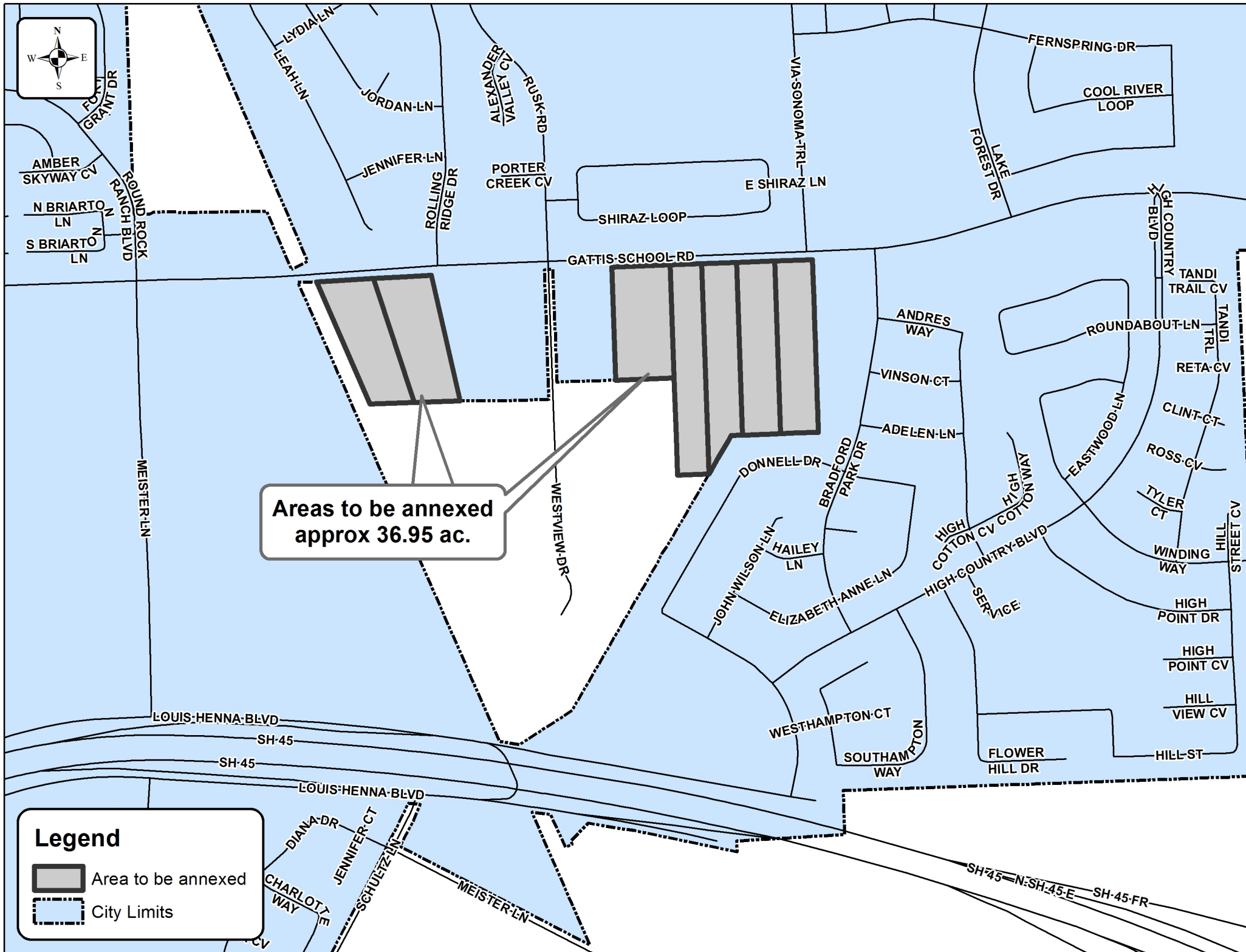
None - Public Hearing only.



Areas to be annexed
approx 36.95 ac.

Legend

-  Area to be annexed
-  City Limits



SERVICE PLAN

PROVIDING FOR EXTENSION OF FULL MUNICIPAL SERVICES TO THE FOLLOWING AREA PROPOSED FOR ANNEXATION: 36.95 ACRES, MORE OR LESS, OUT OF THE ASA THOMAS SURVEY, ABSTRACT NO. 609, WILLIAMSON COUNTY, TEXAS, AS SHOWN ON EXHIBIT “A” ATTACHED HERETO (THE “PROPERTY”).

The City of Round Rock, Texas proposes to annex the Property under Texas Local Government Code, Subchapter C-1 entitled “Annexation Procedure for Areas Exempted from Municipal Annexation Plan,” Section 43.061 et seq.

The Property contains single family residences on five of the seven tracts. In addition to a single family residence, one of these tracts contains an outdoor storage business and a display area for vehicles being offered for sale. The remaining two tracts are vacant and undeveloped.

Section 43.065(a) requires the City “to prepare a service plan that provides for the extension of full municipal services to the area to be annexed” and mandates that the City “shall provide the services by any of the methods by which it extends the services to any other area of the municipality.” Section 43.065(b) states that provisions of Section 43.056(b)-(o) apply as to required components of the service plan.

Required Components of the Service Plan

- A. Section 43.056(b) requires that the service plan include a program under which the City will provide full municipal services in the annexed area no later than 2 1/2 years after the effective date of the annexation (unless certain services cannot reasonably be provided within that period, under which circumstance the City may propose an extension for provision to 4 1/2 years).

The City will provide full municipal services to the Property within the statutorily-mandated 2 1/2 year period. The City’s program is for provision of such services immediately upon annexation. The City does not propose a schedule to extend the period for providing any services.

Section 43.056(b) further requires that, if the City provides any of the following services within its corporate boundaries before annexing the proposed tract, the City must provide those services in the area proposed for annexation on the effective date of the annexation: (1) police protection; (2) fire protection; (3) emergency medical services; (4) solid waste collection; (5) operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility; (6) operation and maintenance of roads and streets, including road and street lighting; (7) operation and maintenance of parks, playgrounds, and swimming pools; and (8) operation and maintenance of any other publicly owned facility, building, or service.

The City does currently provide the enumerated services within its corporate boundaries, with the exception of emergency medical services which are provided by Williamson County. Therefore, the City will provide the following services to the Property on the effective date of the annexation:

- (1) Police protection - To be provided immediately upon annexation;***
- (2) Fire protection - To be provided immediately upon annexation;***
- (3) Emergency medical services – To be provided immediately upon annexation;***
- (4) Solid waste collection - Within its corporate boundaries, the City contracts with Round Rock Refuse for residential collection only; therefore, any commercial ventures may continue to contract individually for solid waste collection service;***
- (5) Operation and maintenance of water and wastewater facilities - To be provided within 2 ½ years of annexation. Additional services will be available in accordance with the City of Round Rock Subdivision Ordinance platting requirements;***
- (6) Operation and maintenance of public roads and streets, including road and street lighting – Immediately upon annexation. The adjoining portion of Gattis School Road is currently within the Round Rock city limits. Any CORR acceptance of dedicated and improved rights-of-way in the future would be per the Subdivision Ordinance;***
- (7) Operation and maintenance of parks, playgrounds, and swimming pools - As there are none of these facilities on the Property, operation and maintenance of same is not at issue;***
- (8) Operation and maintenance of any other publicly owned facility, building, or service - As there are none of these on the Property, operation and maintenance of same is not at issue;***

- B. Section 43.056(c) requires the City to define “full municipal services” as services provided by the City of Round Rock within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

The City so defines “full municipal services.”

- C. Section 43.056(d) does not apply to the City.
- D. Section 43.056(e) requires that the service plan include a program under which the City will initiate after the effective date of the annexation the acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the area.

The City has all capital improvements in place which are necessary for providing municipal services adequate to serve the Property. No new capital improvements will need to be acquired or constructed in order to provide municipal services adequate to serve the Property.

- E. Section 43.056(f) prohibits the service plan from requiring the creation of another political subdivision, from requiring landowners in the area to fund capital improvements necessary to provide services, and from providing services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the City before annexation.

The City will not require the creation of another political subdivision.

Because there are no capital improvements necessary to provide services to the Property under its current use, the City will not require landowners of the Property to fund capital improvements. However, if and when the Property is developed, platted, or the current use of the Property changes in the future, landowners may be required to fund capital improvements in accordance with state law and City ordinances and regulations.

The City is currently able to provide municipal services to the Property in a manner that will not have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the City.

- F. Section 43.056(g) requires a determination of whether the area proposed for annexation had a lower, equal, or higher level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the City before annexation.

Due to the current use of the Property, it has a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the City before annexation.

Section 43.056(g) further requires that the service plan provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to or greater than that which is available to other parts of the City which share similar topography, similar land use, and similar population density which is in accord with uninhabited undeveloped land.

- G. Section 43.056(h) does not apply to the City.
- H. Section 43.056(i) does not apply to the City.
- I. Section 43.056(j) requires that the proposed service plan be made available and explained at public hearings, and allows such service plan to be amended through negotiation at the hearings except that provision of any service may not be deleted.

The City will make its proposed service plan available at the public hearings scheduled on December 1, 2016 and on December 13, 2016. At such public hearings, comments and requests for amendments to the service plan may be made. In response, the City may or may not amend its proposed service plan; however, the City will not amend the service plan for the deletion of any service.

- J. Section 43.056(k) makes a Council-approved service plan a contractual obligation not subject to amendment or repeal except in the case of changed conditions or subsequent occurrences that make the service plan unworkable or obsolete; in such case, the amended service plan must provide for services that are comparable to or better than those established in the original service plan.

The City acknowledges that, upon approval by the City Council evidenced by attachment to the ordinance annexing the Property, the service plan is a contractual obligation not subject to amendment or repeal except under the statutory conditions contained in Section 43.056(k).

- K. Section 43.056(l) establishes that a service plan is valid for 10 years and may be renewed at the discretion of the City. Section 43.056(l) further gives a person residing or owning land within the annexed area the right to enforce a service plan by applying for a writ of mandamus within specified time frames and, if such writ is issued, provides certain possible remedies including disannexation, specific performance in terms of compliance, refund by the City of money collected from landowners for services not provided, assessment of civil penalties against the City, required participation in mediation, and required payment of landowners' costs and reasonable attorney's fees in bringing the action for writ.

The City acknowledges that it is subject to the statutory requirements of Section 43.056(l).

- L. Section 43.056(m) establishes that the governing statutes do not require that a uniform level of full municipal services be provided to each area of the municipality if different characteristics of topography, land use, and population density constitute a sufficient basis for providing different levels of service.

The City acknowledges that a uniform level of full municipal services is not required to be provided to an area of the City which, by reason of its different characteristics of

topography, land use, and population density, provides a sufficient basis for the City to provide different levels of service.

The City will comply with requirements that municipal services be provided to the Property which are adequate to serve the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to or greater than that which is available to other parts of the City which share similar topography, similar land use which is primarily agricultural, and similar population density which is in accord with uninhabited undeveloped land.

- M. Section 43.056(n) directs that the City may not, within certain time frames, prohibit the collection of solid waste in the annexed area by a privately owned solid waste management service provider or impose a fee for solid waste management services on a person who continues to use the services of a privately owned solid waste management service provider.

The City acknowledges that it is subject to the requirements of Section 43.056(n).

- N. Section 43.056(o) states that the City is not required to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider.

The City acknowledges that it is subject to the requirements of Section 43.056(o).



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider an ordinance annexing 15.152 acres located northeast of the intersection of Old Settlers Boulevard and Settlement Drive and on the east side of Settlement Drive. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

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

Department: Planning and Development Services Department

Text of Legislative File 2016-3970

The owner of this tract of land, Quick Lake Properties, LLC, has requested annexation into the City. The property is the subject of an original zoning request for the Cottages at Meadow Lake as a separate agenda item.

Staff recommends approval.

ORDINANCE NO. O-2016-3970

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 15.152 ACRES OF LAND, OUT OF THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 267, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a 15.152 acre tract of land out of the George W. Glasscock Survey, Abstract No. 267, in Williamson County (the "Property"), more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and

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

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

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

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

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

I.

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

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

That this Ordinance shall become effective after its passage.

VIII.

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

IX.

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

X.

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

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

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

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2016.

Alternative 2.

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

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

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

15.152 Acres

George W. Glasscock Survey, Abstract No. 267

16507.10

Page 1 of 2

April 7, 2016

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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FIELDNOTE DESCRIPTION of a 15.152 acre tract out of the George W. Glasscock Survey, Abstract No. 267 Williamson County, Texas, being a portion of that certain Tract II (75 acres), conveyed to Marjorie B. Quick and Edward D. Quick, Trustee of the Eugene O. Quick Family Trust, by deed recorded in Document No. 2005092614 of the Official Public Records of Williamson County Texas; the said 15.152 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a cotton gin spindle, found in concrete, at the northwest corner of the said Tract II, being on the easterly right-of-way line of the Settlement Drive (60' right-of-way) as dedicated by plat in Cabinet I, Slide 166 of the plat records of Williamson County Texas, same being the southwesterly corner of Lot 7, Block V, Meadow Lake, Section Six, a subdivision recorded in Cabinet I, Slide 166, of the said Plat Records and the most northerly corner of Lot 2, Block E, The Settlement, Section Three, a subdivision recorded in Cabinet H, Slide 320 of the said Plat Records;

THENCE, N68°41'17"E, leaving the easterly right-of-way line of Settlement Drive, with the southerly line of said Meadow Lake, Section Six and northerly line of said Tract II, passing at 114.37 feet a 1/2" iron rod, found 0.12 feet north of the southeasterly corner of said Lot 7 and the southwesterly corner of Lot 5, Block V of said Meadow Lake, Section Six, passing at 224.90 feet a 1/2" iron rod, found 0.63 feet north of the southeasterly corner of said Lot 5 and the southwesterly corner of Meadow Park Drive (50' right-of-way), dedicated in said Meadow Lake, Section Six, passing at 274.37 feet, a 1/2" iron rod, with plastic cap (no marking), found for the southeasterly corner of Meadow Park Drive and the southwesterly corner of Lot 18, Block I, of said Meadow Lake, Section Six, passing at 449.70 feet a 1/2" iron rod found for the southeasterly corner of said Lot 18 and the southwesterly corner of that certain 43.524 acre tract conveyed to the City of Round Rock by deed, recorded in Document No. 1997030900, of the Official Public Records of Williamson County, Texas, for a total distance of 916.03 feet, to the calculated point of curvature (under water) of a non-tangent curve to the right, for the northeasterly corner;

THENCE, leaving the southerly line of said 43.524 acre tract, across said Tract II, being also across the inundated area of Floodwater Retarding Structure No. 14 in Upper Brushy Creek Watershed, as recorded in Cabinet A, Slide 321 of the said Plat Records, with the said non-tangent curve to the right, having a central angle of 90°08'05", a radius of 916.03 feet, a chord distance of 1296.98 feet (chord bears S23°45'19"W), for an arc distance of 1441.05 feet to the calculated point of non-tangency, being on the common westerly line of the said Tract II and easterly line of aforesaid Lot 2;

EXHIBIT A

15.152 Acres

George W. Glasscock Survey, Abstract No. 267

16507.10

Page 2 of 2

April 7, 2016

THENCE, N21°10'38"W, with the common westerly line of said Tract II and easterly line of said Lot 2, passing at 406.03 feet a 1/2" inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for a point of reference, for a total distance of 916.03 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 15.152 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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 Austin, Travis County, Texas, this the 7th day of April, 2016.



Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 State of Texas

LOCATION MAP
NOT TO SCALE

LEGEND

- Q P P R E C OFFICIAL, PUBLIC RECORDS WILLIAMSON COUNTY
 N C R I E WILLIAMSON COUNTY PLAT RECORDS
 C A B CABINET
 S I L E SLIDE
 () RECORD INFORMATION
 { } THE SETTLEMENT: SECTION THREE RECORD INFORMATION
 D I R RIGHT-OF-WAY
 D R W DRIVEWAY
 S I C K SIDEWALK
 C L E A N CLEANOUT
 ○ IRON ROD FOUND
 B R I D G E BRIDGE SET WITH CAP MARKED
 C U R T A I N CURTAIN SURVEYING CO. INC.
 ○ CALCULATED POINT
 C O T T O N COTTON SPRINGS FOUND IN CONCRETE
 F I R E FIRE HYDRANT
 V A L V E VALVE
 W A T E R WATER METER
 S P R I N K L E R SPRINKLER CONTROL VALVE
 W A T E R WATERMETER MANHOLE
 R O D ROD
 S H A K E SHAKE WIRE (LONG) FENCE
 B A R N E D BARBED WIRE FENCE
 W I D E O U T WIDEOUT IRON FENCE
 S I G N SIGN
 B R E A K BREAK IN SCALE

That I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify to Stewart Title Guaranty Company, Georgetown Title Company, Inc., Marilyn Quick Richardson, that the above map or plat is true and correct to the best of my knowledge and that the property described hereon was determined from an actual survey on the ground under my direction and supervision.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A.

Witness my Hand and Seal at Austin, Travis County, Texas this the 7th day of April, 2016.

Blaine J. Miller
BLAINE J. MILLER
Registered Professional Land Surveyor
No. 5121 - State of Texas



THOMAS TOBY SURVEY NO. 200
ABSTRACT NO. 624

(43.524 AC.)
CITY OF ROUND ROCK
DOC. NO. 1997030900
O.P.R.W.C.

GEORGE W. GLASSCOCK SURVEY
ABSTRACT NO. 267

FLOOD PLAIN NOTE:
ACCORDING TO THE "FLOOD INSURANCE MAP, PANEL
#48491CQ495 E, DATED SEPTEMBER 26, 2008 FOR
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS,
ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY, A PORTION OF THIS TRACT IS IN ZONE "A".
(AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOOD
PLAIN WITH NO BASE FLOOD ELEVATIONS DETERMINED).
NOTE: NEW FEMA MAPS ARE CURRENTLY UNDER REVIEW,
WHICH COULD CHANGE THE FLOODPLAIN STATUS OF THIS
TRACT.

NOTE 1: THE UPPER BRUSHY CREEK WATERSHED, SITE NO. 14, PLAT (RECORDED IN CABINET A, SLIDE 32) OF THE PLAT RECORDS OF HARRISON COUNTY, TEXAS) SHOWS THE INUNDATION LIMITS AS BEING 2' ABOVE THE SPILLWAY CREST ELEVATION. THE CURRENT SPILLWAY ELEVATION, ON EAST SIDE OF DAM IS 722.0'. THIS GIVES A "SPILLWAY CREST PLUS 2 FEET" ELEVATION OF 724.0'. THE 724.0' ELEVATION, LOCATION SHOWN, WAS OBTAINED AS PART OF A SITE TOPOGRAPHY SURVEY DONE CONCURRENTLY WITH THE BOUNDARY SURVEY. THESE ELEVATIONS ARE BASED ON NAVD83 DATUM, OBTAINED FROM GPS.

NOTE 2: APPEARS TO BE THE POWER LINE SHOWN ON SOUTH SIDE OF POND #14 ON PLAT RECORDED IN CABINET A, SLIDE 321 OF THE WILLIAMSON COUNTY PLAT RECORDS.

NOTE 3: DESCRIPTION OF POWER LINE IS 61' NORTH OF THE SOUTH PROPERTY LINE OF TRACT # (75 ACRES).

NOTE 4: BASIS OF BEARING IS THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE,
NAD 83, GRID.

NOTE 5: REVISED ACREAGE ON 7th APRIL, 2016.

1842 Old Settlers Blvd.
15.152 ACRES
(Portion of Tract II)

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
832 Capital at Texas Highway South Austin, TX Suite 115 Austin, TX 78748 (512) 327-6006		FIRM REGISTRATION NO. 107-287-01	
DRAWN BY:	SUM	SCALE: 1" = 40'	F.B.
JOB NO.: 16507.10		DATE: APRIL 6, 2016	SHEET NO.:
ESTABLISHED: N/A - EXISTING	OWN. &		

TITLE COMMITMENT NOTE:

THIS SURVEY WAS PREPARED USING THAT INFORMATION CONTAINED IN SCHEDULE "B" OF THE TITLE COMMITMENT PREPARED BY GEORGETOWN TITLE COMPANY, INC., FILE No. 160071391, DATED APRIL 4, 2016, AND SHOWS THE INFORMATION CONTAINED THEREIN WITH THE FOLLOWING EXCEPTIONS OR CLARIFICATIONS.

10a) Recorded: Volume 223, Page 376, Deed Records, Williamson County, Texas.
To: John V. Edwards
Purpose: Oil, Gas and Mineral Lease
(May have terminated Aug. 6th, 1926, according to document)

10b) Recorded: Volume 458, Page 509, Deed Records, Williamson County, Texas
To: Brushy Creek Water Control and Improvement District No. 1
Purpose: easement for Floodwater Retarding Structure No. 14
(As Shown, see also Cabinet A, Slide 321, W.C.P.R.)

10c) Recorded: Volume 282, Page 512, Deed Records, Williams County, Texas
To: Texas Power & Light Company
Purpose: electric transmission and/or distribution line
(appears to Not Affect - See Note 2)

10d) Recorded: Volume 1582, Page 197, Official Public Records, Williamson County, Texas.
To: Texas Power & Light Company
Purpose: electric supply line
(Does Not Affect - See Note 3)

EXHIBIT A

EXHIBIT

"B"

ANNEXATION OR CITY LIMITS EXTENSION

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

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

We hereby certify, under oath, that:

WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No. 2016075180-184 Official Public Records of Williamson County, or in Volume _____ Page _____ Deed Records of Williamson County.

Quick Lake Properties, LLC

Owner(s)

By: Larry Beaumont Quick Co. Mgr.

By: Edward D. Quick Co. Mgr.

Larry Beaumont Quick

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by Edward D. Quick this 15th day of November, 2016, A.D.



Kay Bucy Benson
Notary Public, State of Texas

ACKNOWLEDGMENT (INDIVIDUAL)

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

Notary Public, State of Texas

ACKNOWLEDGMENT (CORPORATE)

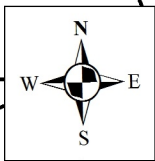
This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, the _____, of _____, a Texas _____, on behalf of said _____.

Notary Public, State of Texas

For Office Use Only

DATE RECEIVED: _____

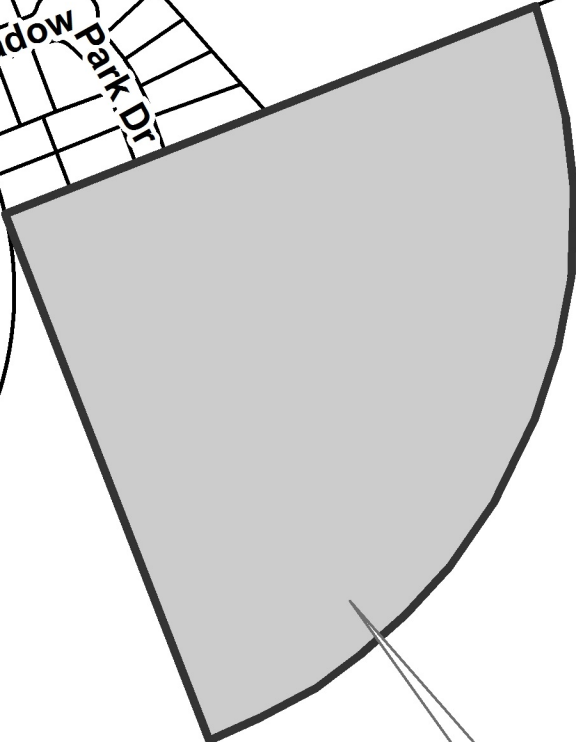
CITY COUNCIL HEARING DATE: _____



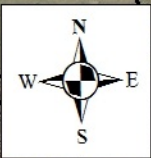
Chalice Way

Meadow park Dr

Settlement Dr



Subject Tract
15.15 ac.



Chalice Way

Meadow Park Dr

Settlement Dr

**Subject Tract
15.15 ac.**



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider public testimony regarding, and an ordinance zoning 15.152 acres of land northeast of the intersection of Old Settlers Blvd. and Settlement Dr. and east of Settlement Dr. to the PUD (Planned Unit Development) No. 109 zoning district, to be known as Cottages at Meadow Lake. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Exhibit B, Location Map, Aerial Photo, Zoning Map, Map of Petitioners within 200 feet, Petition Against PUD 109

Department: Planning and Development Services Department

Text of Legislative File 2016-3971

The PUD proposes a maximum of 33 single family detached units on approximately 5.34 acres, as the remainder of the property is within a flood control inundation easement. The homes are to be arranged on a common lot, with access provided by a private drive aisle. The site fronts on the City-owned Meadow Lake Park, on a flood control reservoir and on an existing neighborhood. The primary entrance to the site will cross a portion of the adjacent Meadow Lake Park. A separate agreement between the developer and the City will be required in order to provide for this entrance. The City will have approval authority over any improvements made on the park land and the homeowners association will be required to maintain these improvements. A gated emergency access will be provided where Meadow Park Drive stubs out into the site.

The development plan includes the dedication and construction of a City hike and bike trail along the edge of the reservoir, which will connect two sections of Meadow Lake Park. The homes will be built in a 'cottage style', using masonry and a cementitious product styled as horizontal lap siding, board and batten siding and shake siding. Garage doors with decorative hardware will also be used. The development will include an covered pavilion amenity center with a swimming pool. An internal sidewalk system will connect the homes to the amenity center and to the public hike and bike trail. The site's perimeter will be fenced with a masonry wall, wood fencing and decorative metal fencing where there are views of the City park and reservoir.

Public testimony at the public hearing held by the Planning and Zoning Commission included concerns about the existing traffic on Settlement Drive and flooding episodes along the shoreline of the reservoir. The Planning and Zoning Commission voted 4-1 to recommend approval of the original zoning at their meeting on October 5, 2016. The dissenting vote, Commissioner Hollis Bone, was concerned about the compatibility of the proposed development relative to density with the existing neighborhood.

A petition opposing the zoning was received from surrounding area property owners. In order to require a favorable vote of six Council members for zoning approval, the Code states that the petition must be signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the rezoning site and extending 200 feet from it. The petition is signed by the owners of only approximately 13 percent of the area, therefore a favorable vote of six Council members is not required. A total of 107 owner signatures were received, of which 14 are within 200 feet of the site.

Staff recommends approval.

ORDINANCE NO. O-2016-3971

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 15.152 ACRES OF LAND OUT OF THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 267, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS PLANNED UNIT DEVELOPMENT (PUD) NO. 109; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has recently annexed 15.152 acres of land out of the George W. Glasscock Survey, Abstract No. 267 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" (the "Property"), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 5th day of October, 2016, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be originally zoned as Planned Unit Development (PUD) No. 109, and

WHEREAS, on the 1st day of December, 2016, after proper notification, the City Council held a public hearing on the proposed original zoning, and

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, Sections 46-92, 46-104, and 46-106, Code of

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

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

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 109 meets the following goals and objectives:

- (1) The development in PUD No. 109 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 109 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 109 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 109 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 109 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as, Planned Unit Development (PUD) No. 109, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 109 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

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

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

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

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2016.

Alternative 2.

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

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

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

15.152 Acres

George W. Glasscock Survey, Abstract No. 267

16507.10

Page 1 of 2

April 7, 2016

STATE OF TEXAS

§

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COUNTY OF WILLIAMSON

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BEGINNING at a cotton gin spindle, found in concrete, at the northwest corner of the said Tract II, being on the easterly right-of-way line of the Settlement Drive (60' right-of-way) as dedicated by plat in Cabinet I, Slide 166 of the plat records of Williamson County Texas, same being the southwesterly corner of Lot 7, Block V, Meadow Lake, Section Six, a subdivision recorded in Cabinet I, Slide 166, of the said Plat Records and the most northerly corner of Lot 2, Block E, The Settlement, Section Three, a subdivision recorded in Cabinet H, Slide 320 of the said Plat Records;

THENCE, N68°41'17"E, leaving the easterly right-of-way line of Settlement Drive, with the southerly line of said Meadow Lake, Section Six and northerly line of said Tract II, passing at 114.37 feet a 1/2" iron rod, found 0.12 feet north of the southeasterly corner of said Lot 7 and the southwesterly corner of Lot 5, Block V of said Meadow Lake, Section Six, passing at 224.90 feet a 1/2" iron rod, found 0.63 feet north of the southeasterly corner of said Lot 5 and the southwesterly corner of Meadow Park Drive (50' right-of-way), dedicated in said Meadow Lake, Section Six, passing at 274.37 feet, a 1/2" iron rod, with plastic cap (no marking), found for the southeasterly corner of Meadow Park Drive and the southwesterly corner of Lot 18, Block I, of said Meadow Lake, Section Six, passing at 449.70 feet a 1/2" iron rod found for the southeasterly corner of said Lot 18 and the southwesterly corner of that certain 43.524 acre tract conveyed to the City of Round Rock by deed, recorded in Document No. 1997030900, of the Official Public Records of Williamson County, Texas, for a total distance of 916.03 feet, to the calculated point of curvature (under water) of a non-tangent curve to the right, for the northeasterly corner;

THENCE, leaving the southerly line of said 43.524 acre tract, across said Tract II, being also across the inundated area of Floodwater Retarding Structure No. 14 in Upper Brushy Creek Watershed, as recorded in Cabinet A, Slide 321 of the said Plat Records, with the said non-tangent curve to the right, having a central angle of 90°08'05", a radius of 916.03 feet, a chord distance of 1296.98 feet (chord bears S23°45'19"W), for an arc distance of 1441.05 feet to the calculated point of non-tangency, being on the common westerly line of the said Tract II and easterly line of aforesaid Lot 2;

EXHIBIT A

15.152 Acres

George W. Glasscock Survey, Abstract No. 267

16507.10

Page 2 of 2

April 7, 2016

THENCE, N21°10'38"W, with the common westerly line of said Tract II and easterly line of said Lot 2, passing at 406.03 feet a 1/2" inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for a point of reference, for a total distance of 916.03 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 15.152 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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 Austin, Travis County, Texas, this the 7th day of April, 2016.



Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 State of Texas

LOCATION MAP
NOT TO SCALE

LEGEND

- QP.P.R.C. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
 N.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
 CAB. CABINET
 SILE. SLIDE
 () RECORD INFORMATION
 () THE SETTLEMENT: SECTION THREE RECORD INFORMATION
 D/W. RIGHT-OF-WAY
 D/R. DRIVEWAY
 S/C. SIDEWALK
 C/C. CULVERT
 ○ IRON ROD FOUND
 ○ BRICK SET WITH CAP MARKED
 ○ CURTAIN SURVEYING CO. INC.
 ○ CALCULATED POINT
 ○ COTTON SPRINGS FOUND IN CONCRETE
 ○ FIRE HYDRANT
 ○ WATER VALVE
 ○ WATER METER
 ○ SPRINKLER CONTROL VALVE
 ○ R/W-MH. RAILWATER MANHOLE
 ○ ROAD FENCE
 ○ SINGLE WIRE (LOW) FENCE
 ○ BARBED WIRE FENCE
 ○ WOODPOST IRON FENCE
 ○ SIGN
 ○ BREAK IN SCALE

That I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify to Stewart Title Guaranty Company, Georgetown Title Company, Inc., Marilyn Quick Richardson, that the above map or plat is true and correct to the best of my knowledge and that the property described hereon was determined from an actual survey on the ground under my direction and supervision.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A.

Witness my Hand and Seal at Austin, Travis County, Texas this the 7th day of April, 2016.

Blaine J. Miller
BLAINE J. MILLER
Registered Professional Land Surveyor
No. 5121 - State of Texas



THOMAS TOBY SURVEY NO. 200
ABSTRACT NO. 624

(43.524 AC.)
CITY OF ROUND ROCK
DOC. NO. 1997030900
O.P.R.W.C.

GEORGE W. GLASSCOCK SURVEY
ABSTRACT NO. 267

FLOOD PLAIN NOTE:
ACCORDING TO THE "FLOOD INSURANCE MAP, PANEL
#48491CQ495 E, DATED SEPTEMBER 26, 2008 FOR
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS,
ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY, A PORTION OF THIS TRACT IS IN ZONE "A".
(AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOOD
PLAIN WITH NO BASE FLOOD ELEVATIONS DETERMINED).
NOTE: NEW FEMA MAPS ARE CURRENTLY UNDER REVIEW,
WHICH COULD CHANGE THE FLOODPLAIN STATUS OF THIS
TRACT.

NOTE 1: THE UPPER BRUSHY CREEK WATERSHED, SITE NO. 14, PLAT (RECORDED IN CABINET A, SLIDE 32) OF THE PLAT RECORDS OF HARRISON COUNTY, TEXAS) SHOWS THE INUNDATION LIMITS AS BEING 2' ABOVE THE SPILLWAY CREST ELEVATION. THE CURRENT SPILLWAY ELEVATION, ON EAST SIDE OF DAM IS 722.0'. THIS GIVES A "SPILLWAY CREST PLUS 2 FEET" ELEVATION OF 724.0'. THE 724.0' ELEVATION, LOCATION SHOWN, WAS OBTAINED AS PART OF A SITE TOPOGRAPHY SURVEY DONE CONCURRENTLY WITH THE BOUNDARY SURVEY. ELEVATIONS ARE BASED ON NAVD83 DATUM, OBTAINED FROM GPS.

NOTE 2: APPEARS TO BE THE POWER LINE SHOWN ON SOUTH SIDE OF POND #14 ON PLAT RECORDED IN CABINET A, SLIDE 321 OF THE WILLIAMSON COUNTY PLAT RECORDS.

NOTE 3: DESCRIPTION OF POWER LINE IS 61' NORTH OF THE SOUTH PROPERTY LINE OF TRACT # (75 ACRES).

NOTE 4: BASIS OF BEARING IS THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE,
NAD 83, GRID.

NOTE 5: REVISED ACREAGE ON 7th APRIL, 2016.

1842 Old Settlers Blvd.
15.152 ACRES
(Portion of Tract II)

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
832 Capital at Texas Highway South Austin, TX Suite 115 Austin, TX 78748 (512) 327-6006		FIRM REGISTRATION NO. 107-287-01	
DRAWN BY:	SUM	SCALE: 1" = 40'	F.B.
JOB NO.: 16507.10		DATE: APRIL 6, 2016	SHEET NO.:
ESTABLISHED: N/A - EXISTING	OWN: A		

EXHIBIT A

**DEVELOPMENT PLAN
COTTAGES AT MEADOW LAKE
PLANNED UNIT DEVELOPMENT NO. 109**

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS DEVELOPMENT PLAN (this “**Plan**”) is adopted and approved by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the “**City**”). For purposes of this Plan, the term **Owner** shall mean Quick Lake Properties, LLC; as their respective interests may appear in the respective portions of the hereinafter described property; and their respective successors and designated assigns. Upon sale, transfer or conveyance of portions of the hereinafter described property by a respective Owner to a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties and obligations hereunder, the respective Owner shall have no further liability relating to the respective property so sold and conveyed.

NOW THEREFORE:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

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

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications as stated in Section II. 10.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Section 1-9, Code of Ordinances, City of Round Rock, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1. Severability

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

4.2 Venue

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

4.2. Effective Date

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

II.

DEVELOPMENT STANDARDS

1. DEFINITIONS

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

2. PROPERTY

This Plan covers approximately 15.152 acres of land, more particularly described in **Exhibit “A”**.

3. PURPOSE

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

4. APPLICABILITY OF CITY ORDINANCES

4.1. Zoning Ordinance

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

4.2. Other Ordinances

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

5. PROJECT OVERVIEW

5.1. Purpose of Plan

The purpose of the Plan is to provide a single family residential development on a common lot. Private drive aisles will provide access to the units.

5.2. Concept Plan

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

5.3. Land Use

- (1) The residential housing types shall be single family detached units on a common lot, with each dwelling unit having a private entrance, private parking and a private yard area.
- (2) Access shall be provided via private drive aisles, as described in Section 6.7 below.
- (3) All dwelling units shall be established as condominium units, pursuant to the Texas Uniform Condominium Act, Section 82.001 et. seq., Texas Property code.
- (4) A maximum of 33 units shall be permitted.

5.4. Access from Settlement Drive

- (1) The primary entrance to the property shall be from Settlement Drive, a public street, crossing City owned park property, as identified in **Exhibit “A-1”**. The general location of the access point is indicated on **Exhibit “B”**.
- (2) A separate agreement with the City will be required in order to cross the City owned park property. Prior to obtaining the agreement, the Owner shall prepare a site plan for approval by the City indicating all improvements to be located on the City property, including the drive aisle, sign(s), and landscaping.
- (3) All improvements located on the City property shall be maintained by the homeowner’s association.

5.5. Access from Meadow Park Drive

- (1) The emergency access to the property shall be from Meadow Park Drive, a public street, indicated on **Exhibit “B”**.
- (2) Access shall be gated and locked according to the City’s standards for emergency vehicle access, including a “Knox” lock.

6. DEVELOPMENT STANDARDS

6.1. Exterior Finish Materials & Front Elevations

- (1) The front elevations of all units shall substantially conform to the elevations in **Exhibit “F”**.
- (2) The exterior finish of all units shall include cementitious siding; masonry, defined as: stone, simulated stone, brick or a minimum of 2-step hard coat stucco; and a variety of architectural projections, as depicted in **Exhibit F**.
- (3) Adjacent units and units located directly across the private drive aisle from one another will vary with respect to color scheme, masonry type and cementitious siding style and patterns.

6.2. Garage Door Treatment

An upgraded garage door, in accordance with **Exhibit “F”**, shall be required.

6.3. Yard Fencing

Single family unit fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood or cedar with a picket size of 1” x 6” with metal posts and treated rails, or other equivalent materials approved by the Zoning Administrator.

6.4. Perimeter Fencing

- (1) The location and types of the required perimeter fencing associated with the single family units along the perimeter, excluding private open space and detention areas, are indicated on **Exhibit “C”**. The types of perimeter fencing are:
 - (a) 6-foot masonry - in compliance with Section 36-116 of the Code.
 - (b) 6-foot decorative metal, with masonry columns at every 100 linear feet on center.
 - (c) 4-foot decorative metal, with masonry columns at every 100 linear feet on center.
 - (d) 6-foot wood: Cedar privacy fence with a picket size of 1” x 6”, a top cap, treated rails and metal posts; the finished side shall face the abutting properties.

6.5. Building Setbacks & Height Limits

- (1) The setbacks for any lot on which multiple residential units are located shall be:
 - (a) 10' from public open space
 - (b) 15' from the SF-2 (Single Family – Standard Lot) zoned parcel to the north.
- (2) Any unit which abuts the SF-2 zoned parcel to the north, without an intervening private drive aisle, shall be one story.

6.6. Parking

- (1) A total of 4 parking spaces per unit are required:
 - (a) 2 garage enclosed parking spaces;
 - (b) 2 parking spaces located in front of the garage and outside of the private access drive. Parking spaces shall measure 9' x 18';
- (2) Guest parking shall be provided at the rate of 1 guest space for every 3 units. A guest parking space shall be located within 300' of each residential unit.

6.7. Private Drive Aisles & Sidewalks

- (1) A minimum width of 27' from 'face of curb to face of curb' - parallel parking is to be prohibited on both sides in order to provide for emergency access.
 - (a) Subgrade to be approved by the City of Round Rock according to the Transportation Manual, Section 3 – Pavement Design
 - (b) A private home owners association will be established for the maintenance of the private drive aisles.
- (2) An internal walkway, consisting of a four-foot (4') wide sidewalk shall be included, as depicted on **Exhibit "D"**.

6.8. Amenity Center

- (1) An amenity center will be provided at the general location depicted on **Exhibit "D"**. The amenity center shall include the following:
 - (a) Covered pavilion of 500 sq. ft., built with stone and cementitious siding and a composite shingle or metal roof, in substantial compliance with the schematic in **Exhibit "D-1"**.
 - (b) Picnic benches and a barbecue grill

- (c) Mail kiosk, integrated into the building design
- (d) Swimming pool
- (e) Decorative landscaping

6.9. Landscaping

- (1) The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:
 - (a) All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.
 - (b) Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wise Guide for Central Texas*, created by the Texas cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.
 - (c) Each single family dwelling unit shall be provided with a minimum of two (2) two-inch (2") caliper large species trees, whether through the preservation of existing trees or planting of two-inch (2") caliper container-grown trees.
- (2) A private home owners association will be established for the maintenance of any landscape and irrigation areas located between the private drive lanes and single family units as well as for all community signage, walls, medians, and common open spaces.

7. PARKLAND DEDICATION

The parkland requirement of Chapter 36, Article III of the Code shall be met by the dedication of hike and bike trail easement and the construction of a hike and bike trail, as indicated on **Exhibit "E"**. The hike and bike trail shall be subject to the City's design and construction standards and acceptance of the facility shall be subject to the approval of the City.

8. CONSTRUCTION TRAFFIC

- 8.1.** During construction of the site improvements and the homes, construction vehicles will be directed to use the entrance to the site from Settlement Drive only.
- 8.2.** Owner shall post signs at the entrance to Meadow Park Drive stating "NO CONSTRUCTION VEHICLES" during the period of construction.

9. CHANGES TO DEVELOPMENT PLAN

9.1. Minor Changes

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

9.2. Major Changes

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

LIST OF EXHIBITS

Exhibit “A”	Survey Field Notes - Property
Exhibit “A-1”	Survey Field Notes - Access Easement
Exhibit “B”	Concept Plan
Exhibit “C”	Perimeter Fencing
Exhibit “D”	Internal Sidewalk
Exhibit “D-1”	Amenity Center Building
Exhibit “E”	Hike & Bike Trail Public Easement
Exhibit “F”	Front Elevations

EXHIBIT A

15.152 Acres

George W. Glasscock Survey, Abstract No. 267

16507.10

Page 1 of 2

April 7, 2016

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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FIELDNOTE DESCRIPTION of a 15.152 acre tract out of the George W. Glasscock Survey, Abstract No. 267 Williamson County, Texas, being a portion of that certain Tract II (75 acres), conveyed to Marjorie B. Quick and Edward D. Quick, Trustee of the Eugene O. Quick Family Trust, by deed recorded in Document No. 2005092614 of the Official Public Records of Williamson County Texas; the said 15.152 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a cotton gin spindle, found in concrete, at the northwest corner of the said Tract II, being on the easterly right-of-way line of the Settlement Drive (60' right-of-way) as dedicated by plat in Cabinet I, Slide 166 of the plat records of Williamson County Texas, same being the southwesterly corner of Lot 7, Block V, Meadow Lake, Section Six, a subdivision recorded in Cabinet I, Slide 166, of the said Plat Records and the most northerly corner of Lot 2, Block E, The Settlement, Section Three, a subdivision recorded in Cabinet H, Slide 320 of the said Plat Records;

THENCE, N68°41'17"E, leaving the easterly right-of-way line of Settlement Drive, with the southerly line of said Meadow Lake, Section Six and northerly line of said Tract II, passing at 114.37 feet a 1/2" iron rod, found 0.12 feet north of the southeasterly corner of said Lot 7 and the southwesterly corner of Lot 5, Block V of said Meadow Lake, Section Six, passing at 224.90 feet a 1/2" iron rod, found 0.63 feet north of the southeasterly corner of said Lot 5 and the southwesterly corner of Meadow Park Drive (50' right-of-way), dedicated in said Meadow Lake, Section Six, passing at 274.37 feet, a 1/2" iron rod, with plastic cap (no marking), found for the southeasterly corner of Meadow Park Drive and the southwesterly corner of Lot 18, Block I, of said Meadow Lake, Section Six, passing at 449.70 feet a 1/2" iron rod found for the southeasterly corner of said Lot 18 and the southwesterly corner of that certain 43.524 acre tract conveyed to the City of Round Rock by deed, recorded in Document No. 1997030900, of the Official Public Records of Williamson County, Texas, for a total distance of 916.03 feet, to the calculated point of curvature (under water) of a non-tangent curve to the right, for the northeasterly corner;

THENCE, leaving the southerly line of said 43.524 acre tract, across said Tract II, being also across the inundated area of Floodwater Retarding Structure No. 14 in Upper Brushy Creek Watershed, as recorded in Cabinet A, Slide 321 of the said Plat Records, with the said non-tangent curve to the right, having a central angle of 90°08'05", a radius of 916.03 feet, a chord distance of 1296.98 feet (chord bears S23°45'19"W), for an arc distance of 1441.05 feet to the calculated point of non-tangency, being on the common westerly line of the said Tract II and easterly line of aforesaid Lot 2;

EXHIBIT A

15.152 Acres

George W. Glasscock Survey, Abstract No. 267

16507.10

Page 2 of 2

April 7, 2016

THENCE, N21°10'38"W, with the common westerly line of said Tract II and easterly line of said Lot 2, passing at 406.03 feet a 1/2" inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for a point of reference, for a total distance of 916.03 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 15.152 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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 Austin, Travis County, Texas, this the 7th day of April, 2016.



Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 State of Texas

LOCATION MAP
NOT TO SCALE

LEGEND

- QP.P.R.C. OFFICIAL, PUBLIC RECORDS WILLIAMSON COUNTY
 W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
 CAB. CABINET
 SLE. SLE
 () RECORD INFORMATION
 () THE SETTLEMENT: SECTION THREE RECORD INFORMATION
 D/W. RIGHT-OF-WAY
 D/R. DRIVEWAY
 S/C. SIDEWALK
 C/C. CULVERT
 () IRON ROD FOUND
 () BRICK SET WITH CAP MARKED
 () CANTON SURVEYING CO. INC.
 () CALCULATED POINT
 () COTTON SPRINGS FOUND IN CONCRETE
 () FIRE HYDRANT
 () WATER VALVE
 () WATER METER
 () SPRINKLER CONTROL VALVE
 () R/W-MH. RAILWATER MANHOLE
 () ROAD FENCE
 () SINGLE WIRE (LOW) FENCE
 () BARBED WIRE FENCE
 () WOODPOST IRON FENCE
 () SIGN
 () BREAK IN SCALE

That I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify to Stewart Title Guaranty Company, Georgetown Title Company, Inc., Marilyn Quick Richardson, that the above map or plat is true and correct to the best of my knowledge and that the property described hereon was determined from an actual survey on the ground under my direction and supervision.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A.

Witness my Hand and Seal at Austin, Travis County, Texas this the 7th day of April, 2016.

Blaine J. Miller
BLAINE J. MILLER
Registered Professional Land Surveyor
No. 5121 - State of Texas



THOMAS TOBY SURVEY NO. 200
ABSTRACT NO. 624

(43.524 AC.)
CITY OF ROUND ROCK
DOC. NO. 1997030900
O.P.R.W.C.

GEORGE W. GLASSCOCK SURVEY
ABSTRACT NO. 267

FLOOD PLAIN NOTE:
ACCORDING TO THE "FLOOD INSURANCE MAP, PANEL
#48491C0495 E, DATED SEPTEMBER 26, 2008 FOR
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS,
ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY, A PORTION OF THIS TRACT IS IN ZONE "A",
(AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOOD
PLAIN WITH NO BASE FLOOD ELEVATIONS DETERMINED).
NOTE: NEW FEMA MAPS ARE CURRENTLY UNDER REVIEW,
WHICH COULD CHANGE THE FLOODPLAIN STATUS OF THIS
TRACT.

NOTE 1: THE UPPER BRUSHY CREEK WATERSHED, SITE NO. 14, PLAT (RECORDED IN CABINET A, SLIDE 32) OF THE PLAT RECORDS OF HARRISON COUNTY, TEXAS) SHOWS THE INUNDATION LIMITS AS BEING 2' ABOVE THE SPILLWAY CREST ELEVATION. THE CURRENT SPILLWAY ELEVATION, ON EAST SIDE OF DAM IS 722.0'. THIS GIVES A "SPILLWAY CREST PLUS 2 FEET" ELEVATION OF 724.0'. THE 724.0' ELEVATION, LOCATION SHOWN, WAS OBTAINED AS PART OF A SITE TOPOGRAPHY SURVEY DONE CONCURRENTLY WITH THE BOUNDARY SURVEY. THESE ELEVATIONS ARE BASED ON NAVD83 DATUM, OBTAINED FROM GPS.

NOTE 2: APPEARS TO BE THE POWER LINE SHOWN ON SOUTH SIDE OF POND #14 ON PLAT RECORDED IN CABINET A, SLIDE 321 OF THE WILLIAMSON COUNTY PLAT RECORDS.

NOTE 3: DESCRIPTION OF POWER LINE IS 61' NORTH OF THE SOUTH PROPERTY LINE OF TRACT # (75 ACRES).

NOTE 4: BASIS OF BEARING IS THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE,
NAD 83, GRID.

NOTE 5: REVISED ACREAGE ON 7th APRIL, 2016.

1842 Old Settlers Blvd.
15.152 ACRES
(Portion of Tract II)



TITLE COMMITMENT NOTE:

THIS SURVEY WAS PREPARED USING THAT INFORMATION CONTAINED IN SCHEDULE "B" OF THE TITLE COMMITMENT PREPARED BY GEORGETOWN TITLE COMPANY, INC., FILE No. 160071391, DATED APRIL 4, 2016, AND SHOWS THE INFORMATION CONTAINED THEREIN WITH THE FOLLOWING EXCEPTIONS OR CLARIFICATIONS.

- 100d) Recorded: Volume 223, Page 376, Deed Records, Williamson County, Texas.
To: John V. Edwards
Purpose: Oil, Gas and Mineral Lease
(May have terminated Aug. 6th, 1926, according to document)
- 100e) Recorded: Volume 458, Page 500, Deed Records, Williamson County, Texas
To: Brushy Creek Water Control and Improvement District No. 1
Purpose: easement for Pipeline relating to Slide No. 14
(As shown, see also Cabinet A, Slide 321, W.C.P.R.)
- 100f) Recorded: Volume 282, Page 512, Deed Records, Williamson County, Texas
To: Texas Power & Light Company
Purpose: electric transmission and/or distribution line
(Appears to Not Affect - See Note 2)
- 100g) Recorded: Volume 1582, Page 197, Official Public Records, Williamson County, Texas.
To: Texas Power & Light Company
Purpose: electric supply line
(Does Not Affect - See Note 3)

EXHIBIT A

EXHIBIT A-1

0.0034 Acres

George W. Glasscock Survey, Abstract No. 267

16507.70

Page 1 of 2

August 17, 2016

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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FIELDNOTE DESCRIPTION, to accompany sketch, of a 0.0034 (148 square feet) acre tract out of the George W. Glasscock Survey, Abstract No. 267, Williamson County, Texas, being a portion of Lot 2, Block E, The Settlement, Section Three, a subdivision recorded in Cabinet H, Slide 320 of the Plat Records of Williamson County Texas; the said 0.0034 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a cotton gin spindle, found in concrete, for the most northerly corner of said Lot 2, Block E, The Settlement, Section Three subdivision, being the northwest corner of the that certain 75 acre tract, described as Tract II, conveyed to Marjorie B. Quick and Edward D. Quick, Trustees of the Eugene O. Quick Family Trust, recorded in Document No. 2005092614 of the Official Public Records of Williamson County, Texas, a point on the easterly right-of-way line of Settlement Drive (60' right-of-way) as dedicated by plat in Cabinet I, Slide 166 of the said Plat Records, same being the southwesterly corner of Lot 7, Block V, Meadow Lake, Section Six, a subdivision recorded in Cabinet I, Slide 166, of the said Plat Records;

THENCE, S21°10'38"E, leaving the easterly right-of-way line of Settlement Drive, with the common easterly line of said Lot 2, Block E and westerly line of said Tract II, for a total distance of 44.00 feet, to the calculated the southeasterly corner herein described tract, from which a 1/2" iron rod found for the southwest corner of said Tract II bears S21°10'38"E, 2013.69 feet;

THENCE, S68°41'14"W, leaving the westerly line of said Tract II, across said Lot 2, Block E for a distance of 7.35 feet to the point of curvature of a non-tangent curve to the left on the common westerly line of the said Lot 2, Block E and easterly right-of-way line of aforesaid Settlement Drive;

THENCE, along the common west line of said Lot 2, Block E and easterly right-of-way line of Settlement Drive, with the said non-tangent curve to the left, having a central angle of 04°53'11", a radius of 523.44 feet, a chord distance of 44.63 feet (chord bears N11°41'46"W), for an arc distance of 44.64 feet to POINT OF BEGINNING, CONTAINING within these metes and bounds 0.0034 acres (148 square feet) of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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 Austin, Travis County, Texas, this the 17th day of August, 2016.



Blaine J. Miller

Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 State of Texas

**SKETCH OF A 0.0034 (148 sq. ft.)
ACRE TRACT TO ACCOMPANY A
DESCRIPTION OUT OF THE
GEORGE W. GLASSCOCK SURVEY,
ABSTRACT No. 267
WILLIAMSON COUNTY, TEXAS**

N.B. ANDERSON
SURVEY
ABST. NO. 29

APPROX. LOCATION SURVEY LINE

GEORGE W. GLASSCOCK
SURVEY
ABST. NO. 267

0.0034 ACRES
(148 sq. ft.)

THE SETTLEMENT,
SECTION THREE
CAB. H, SLIDE 320
W.C.P.R.

SETTLEMENT DR.
(CAB. H, SLD. 320)

$\Delta=04^{\circ}53'11''$
 $R=523.44'$
 $A=44.64'$
 $Cb=N11^{\circ}41'46''W$
 $C=44.63'$

$\Delta=58^{\circ}30'49''$
 $R=523.44'$
 $A=534.57'$
 $Cb=S15^{\circ}07'03''W$
 $C=511.64'$

($\Delta=58^{\circ}32'49''$)
($R=523.44'$)
($A=534.87'$)
($Cb=S17^{\circ}11'36''W$)
($C=511.90'$)

LOT 7

MEADOW LAKE,
SECTION SIX
CAB. I, SLIDE 166
W.C.P.R.

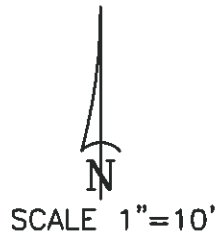
BLOCK "V"

P.O.B.

$N68^{\circ}41'17''E$ 1542.00'
($N71^{\circ}E$ 1542' (555 varas))

TRACT II
(75 ACRES)

MARJORIE B. QUICK AND
EDWARD D. QUICK, TRUSTEES,
OF THE EUGENE O. QUICK
FAMILY TRUST
DOC. NO. 2005092614
O.P.R.W.C.



SCALE 1"=10'

LEGEND

O.P.R.T.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
W.C.P.R.	WILLIAMSON COUNTY PLAT RECORDS
()	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
●	1/2" IRON ROD FOUND
⊗	COTTON GIN SPINDLE FOUND IN CONCRETE
▲	CALCULATED POINT
~	BREAK IN SCALE

I, Blaine J. Miller a Registered Professional
Land Surveyor do hereby certify that the above
map or plat is true and correct to the best of
my knowledge and that the property shown hereon
was determined by a survey made on the ground
under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin,
Travis County, Texas this the 17th day of
August, 2016, A.D.



BLAINE J. MILLER
Registered Professional Land Surveyor
No. 5121 - State of Texas

BEARING BASIS: Texas State Plane Coordinate
System: Central Zone, NAD83 (Grid).

Dwg. # 16507EX1 CRD #

SHEET 2 OF 2

CSCI

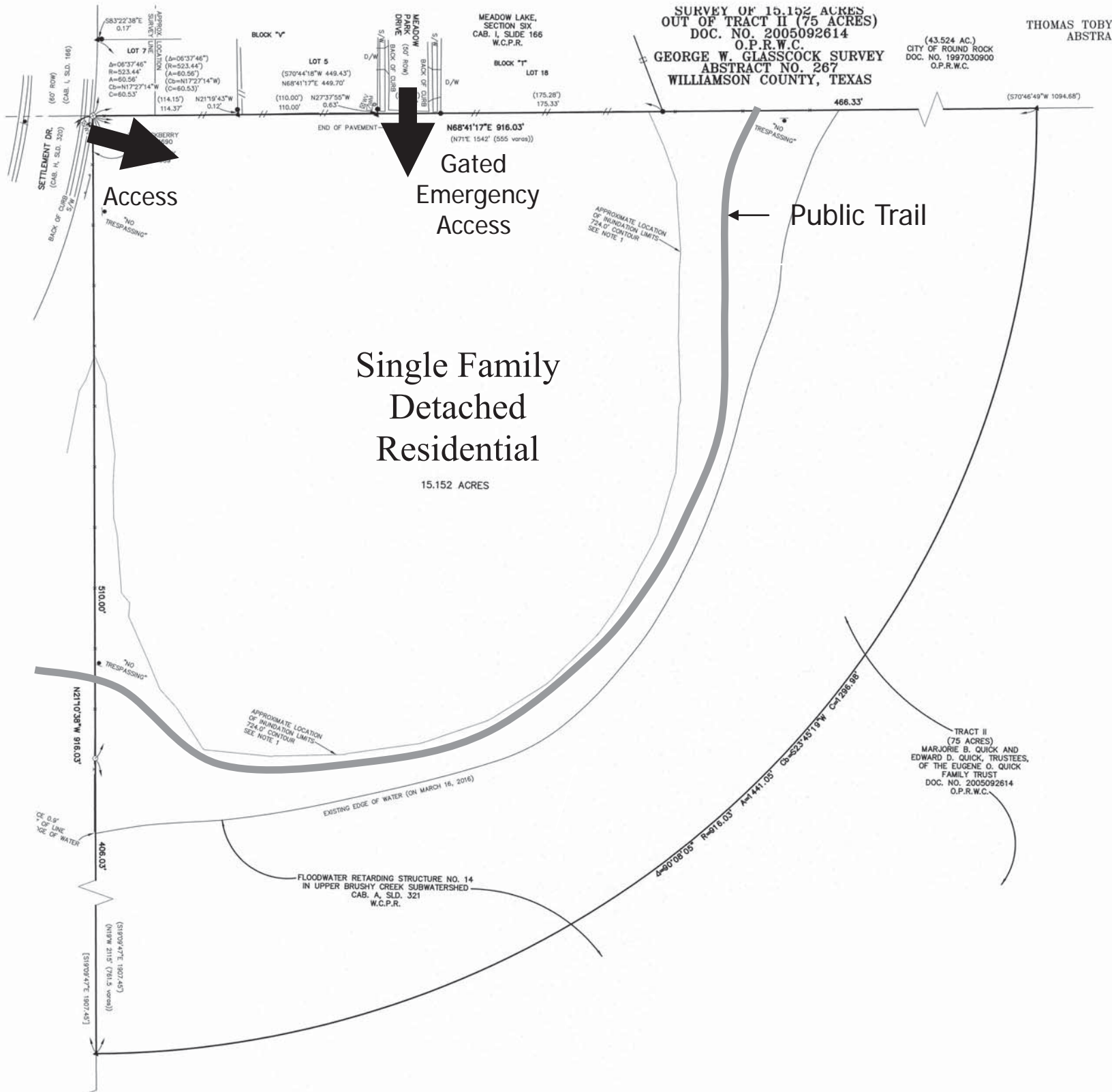
**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78748
(512) 327-4006

FIRM REGISTRATION
No. 101267-D

EXHIBIT B

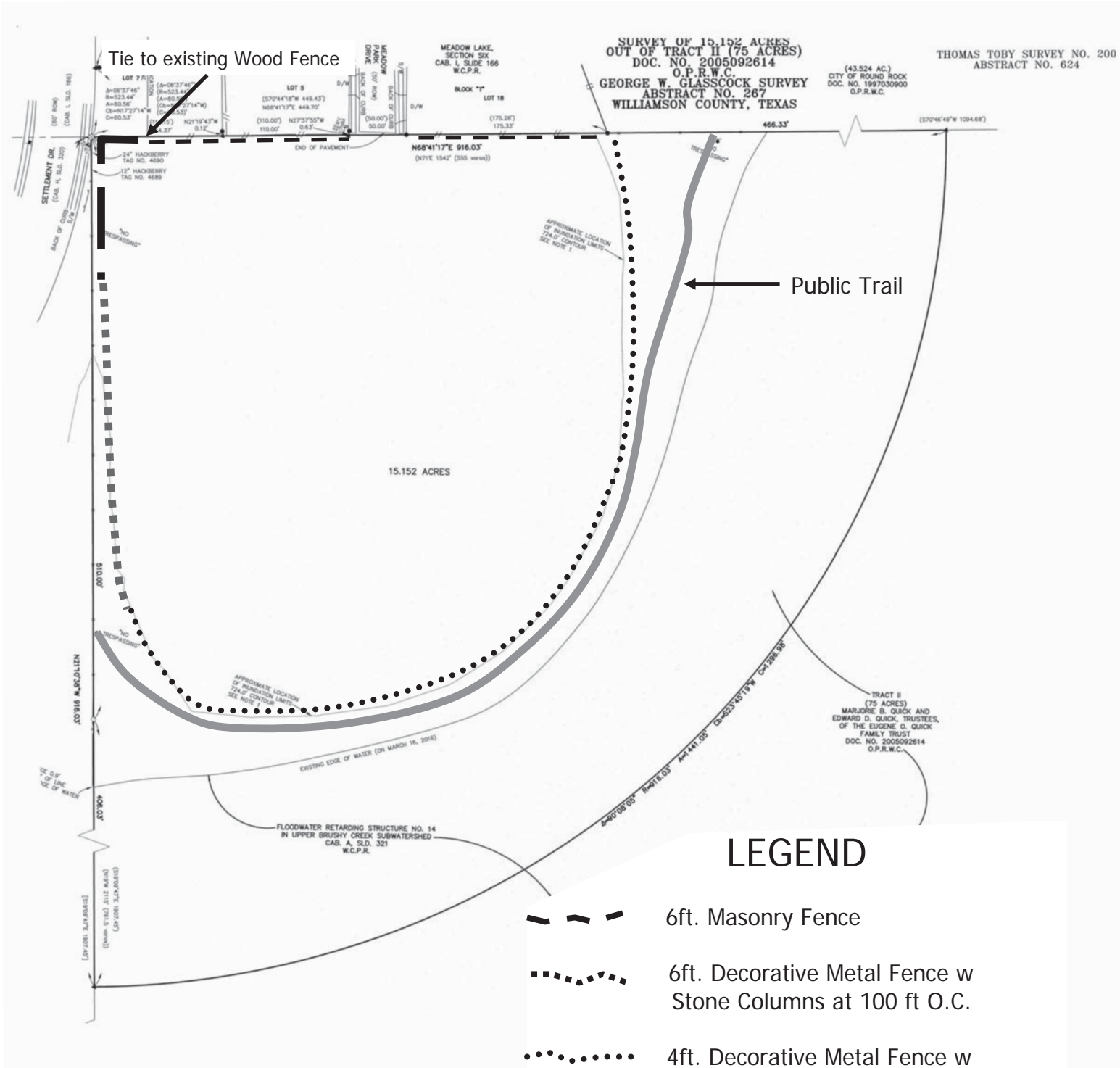
Concept Plan



Not to scale

EXHIBIT C

Perimeter Fencing



LEGEND

- 6ft. Masonry Fence
- 6ft. Decorative Metal Fence w Stone Columns at 100 ft O.C.
- 4ft. Decorative Metal Fence w Stone Columns at 100 ft O.C.
- 6 ft. Wood Fence

EXHIBIT D

Sidewalks

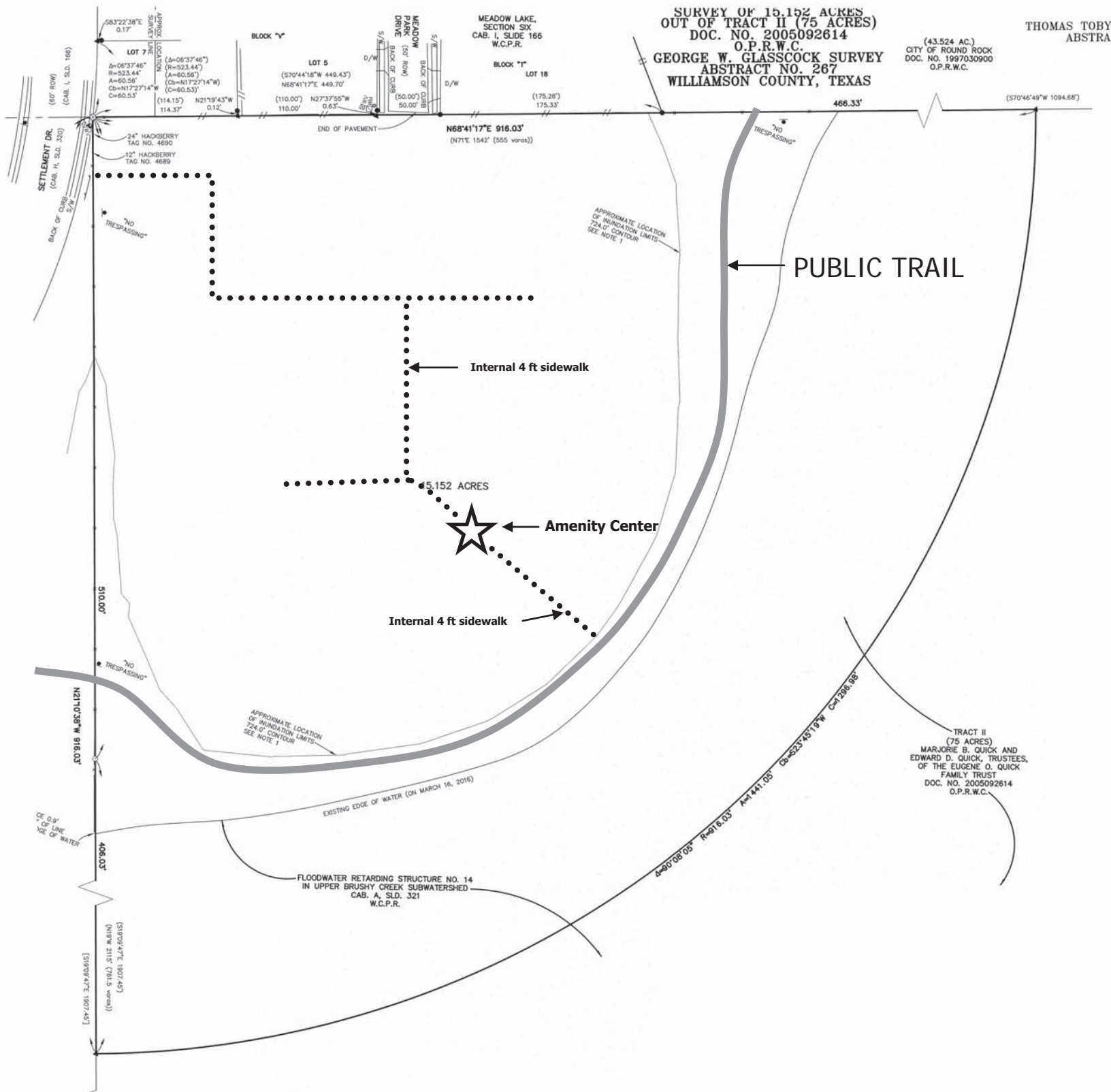
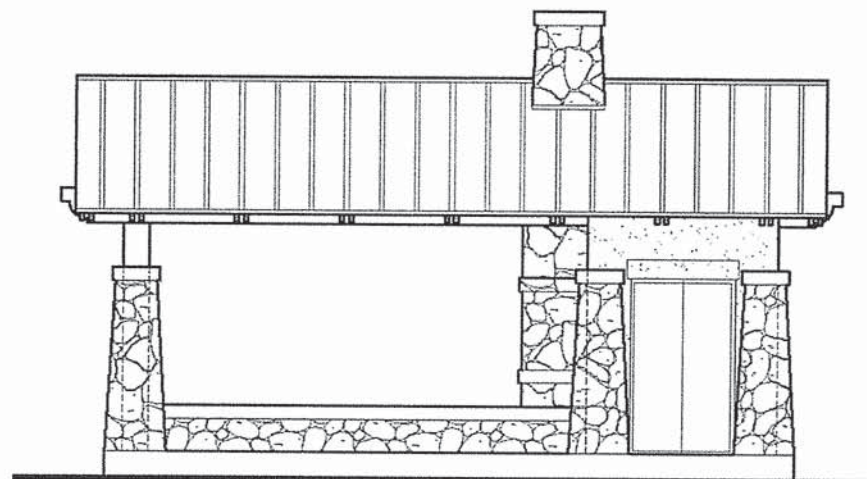
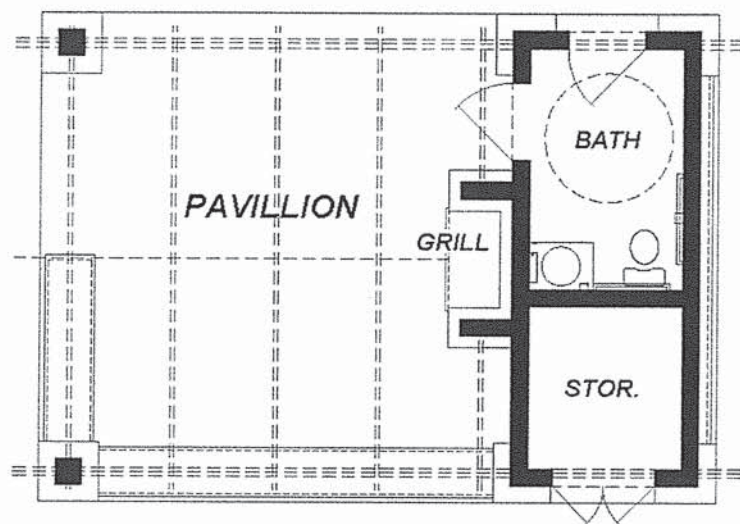


EXHIBIT D-1



THE *enterprise* COLLECTION



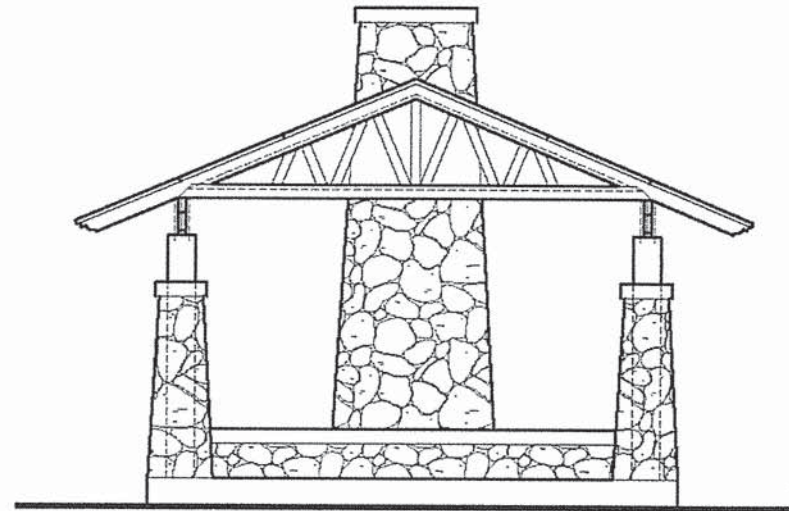
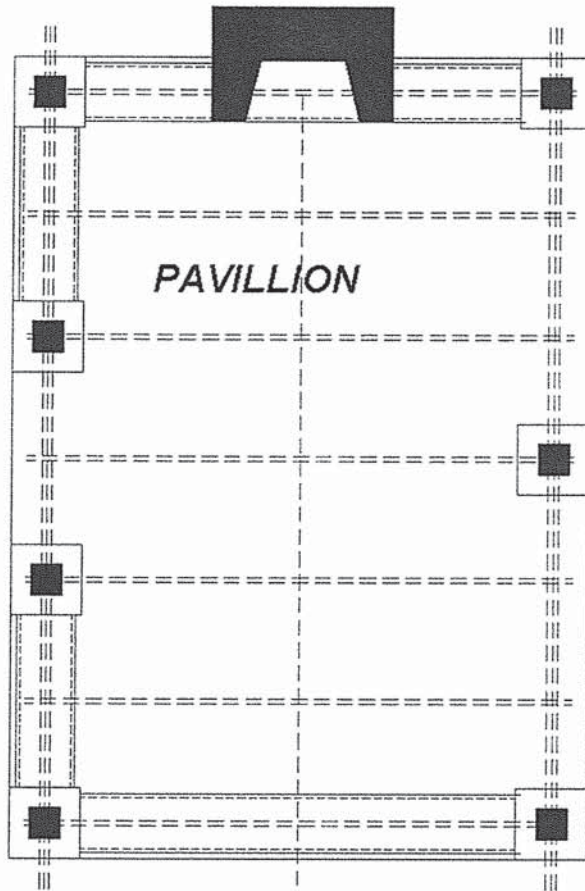
KIPP ★ FLORES ARCHITECTS
 11776 Jollyville Road ★ Suite 100 ★ Austin, TX 78759
 phone 512.335.5477 ★ fax 512.335.5852
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Sketch #500
 26'-4" x 19'-0"
 500sq.ft.

					AUS
					ACI
					10/06

EXHIBIT D-1



THE *enterprise* COLLECTION



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Sketch #512
28'-0" x 19'-0"
512sq.ft.

					AUS
					ACI
					10/06

EXHIBIT E

Public Trail

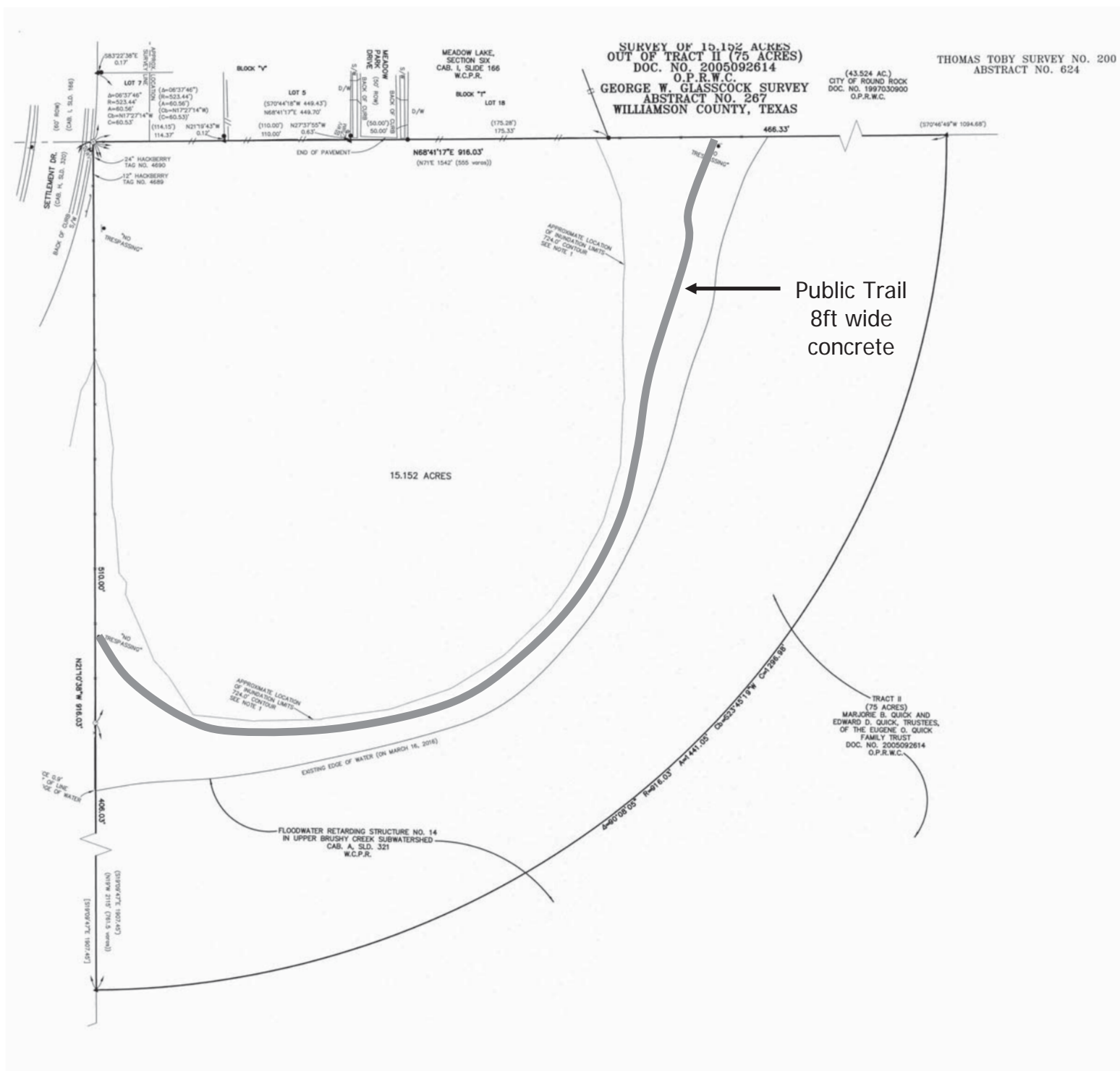
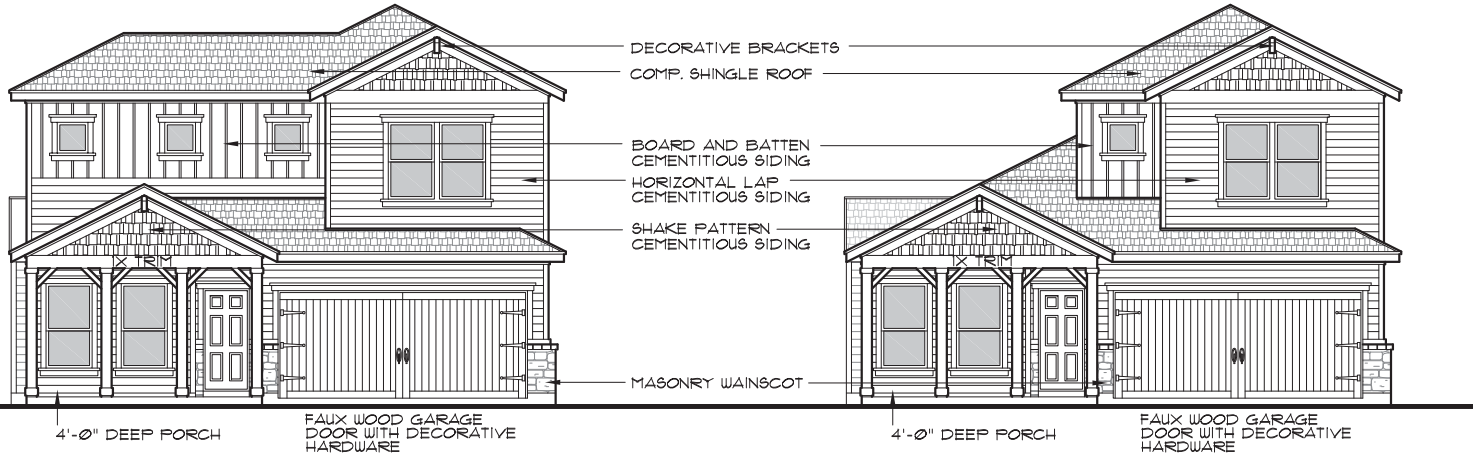


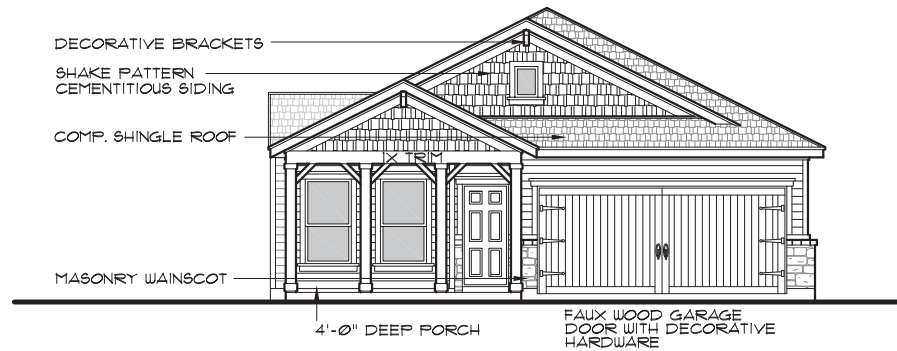
EXHIBIT F



(Opt. 2nd Floor With Bedroom)

(Opt. 2nd Floor)

Sketch 1759 'A' Elevation



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9/28/2016
NOT FOR
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APPROVAL
PERMITTING
OR CONSTRUCTION

Exhibit F
PLAN 1759 RF

**Whittington
Group**

Due to variations in construction methods and details, the contractor is responsible for all dimensions and materials used in the construction of the project. The architect is not responsible for any errors or omissions in the construction of the project. The architect is not responsible for any errors or omissions in the construction of the project.

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Sketch 1759 Elevation, A.DWG. 09/28/16

Date
8-8-16
Sheet
7 of 8

EXHIBIT F



DECORATIVE BRACKETS

BOARD AND BATTEN
CEMENTITIOUS SIDING

HORIZONTAL LAP
CEMENTITIOUS SIDING

COMP. SHINGLE ROOF

MASONRY WAINSCOT

4'-0" DEEP PORCH

FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

(Opt. 2nd Floor With Bedroom)



4'-0" DEEP PORCH

FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

(Opt. 2nd Floor)

Sketch 1759 'B' Elevation

COMP. SHINGLE ROOF

DECORATIVE BRACKETS

BOARD AND BATTEN
CEMENTITIOUS SIDING

MASONRY WAINSCOT

4'-0" DEEP PORCH

FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

CARY KIPP
9/28/2016
NOT FOR
REGULATORY
APPROVAL
PERMITTING
OR CONSTRUCTION

Exhibit "F"
PLAN 1759 RF

**Whittington
Group**

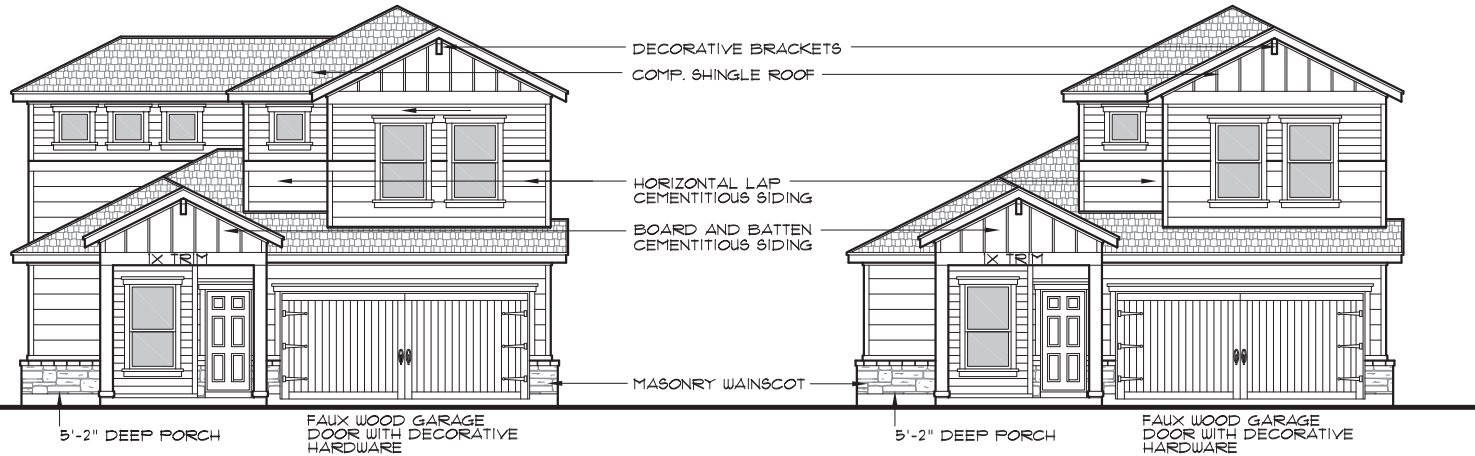
Due to weather conditions, schedule and details in construction materials, all dimensions and materials are approximate and may vary slightly. Builder should verify dimensions and materials in accordance with the specifications. Builder assumes full liability for any errors or omissions.

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Sheet
8 of 8

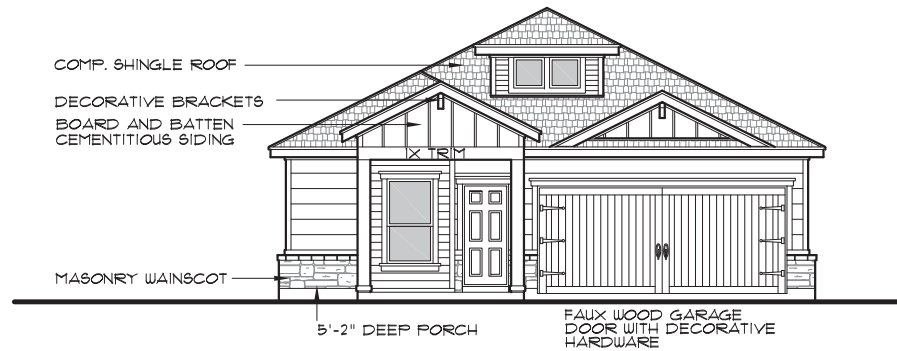
EXHIBIT F



(Opt. 2nd Floor With Bedroom)

(Opt. 2nd Floor)

Sketch 1738 'A' Elevation



CARY KIPP
9/28/2016
NOT FOR
REGULATORY
APPROVAL,
PERMITTING
OR CONSTRUCTION

Exhibit F
PLAN 1738 RF

**Whittington
Group**

Due to variations in construction methods and details in construction materials, all dimensions and materials are approximate and may vary slightly. Builder shall make any changes to make it better than the plan by the representation. Builder makes all liability for any errors or omissions.

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8-9-16
Sheet
5 of 8

**Whittington
Group**



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PERMITTING
OR CONSTRUCTION

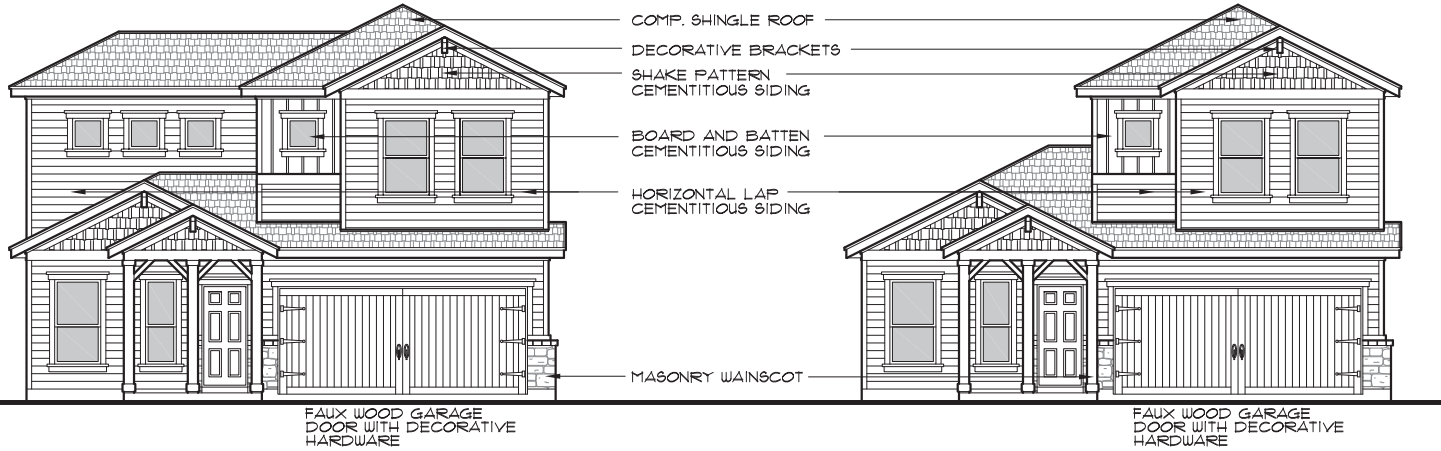
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6 of 8

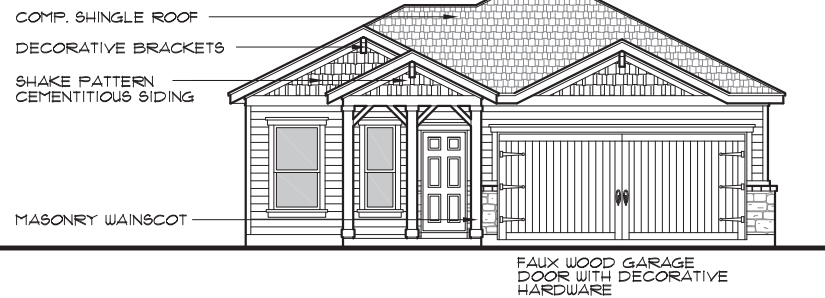
EXHIBIT F



(Opt. 2nd Floor With Bedroom)

(Opt. 2nd Floor)

Sketch 1507 'A' Elevation



CARY KIPP
8/28/2016
NOT FOR
REGULATORY
APPROVAL
PERMITTING
OR CONSTRUCTION

Exhibit F
PLAN 1507 RF

**Whittington
Group**

Due to variations in construction methods and details, the contractor is responsible for the final appearance of the project. The architect is not responsible for the final appearance of the project. The architect is not responsible for the final appearance of the project. The architect is not responsible for the final appearance of the project.

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Sketch 1507 ELEVATION, A.DWG. 08/28/16

Date
8-12-16
Sheet
3 of 8

EXHIBIT F



FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

(Opt. 2nd Floor With Bedroom)



FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

(Opt. 2nd Floor)

Sketch 1507

'B' Elevation

COMP. SHINGLE ROOF
DECORATIVE BRACKETS
BOARD AND BATTEN
CEMENTITIOUS SIDING

MASONRY WAINGSCOT



FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

CARY KIPP
8/28/2016
NOT FOR
REGULATORY
APPROVAL
PERMITTING
OR CONSTRUCTION

Exhibit F
PLAN 1507 RF

**Whittington
Group**

Due to nature of construction, sketches and details are not to be used for construction. All dimensions and materials are approximate and may vary. Builder is responsible for all details and materials. All dimensions and materials are approximate and may vary. Builder is responsible for all details and materials. All dimensions and materials are approximate and may vary. Builder is responsible for all details and materials.

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8-12-16
Sheet
4 of 8

EXHIBIT F



COMP. SHINGLE ROOF
DECORATIVE BRACKETS

BOARD AND BATTEN
CEMENTITIOUS SIDING

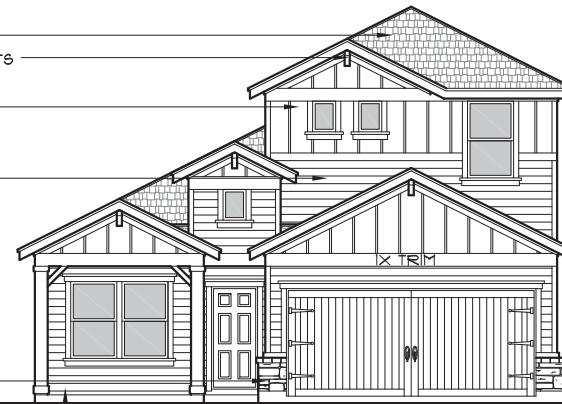
HORIZONTAL LAP
CEMENTITIOUS SIDING

MASONRY WAINSCOT

5'-0" DEEP PORCH

FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

(Opt. 2nd Floor With Bedroom)

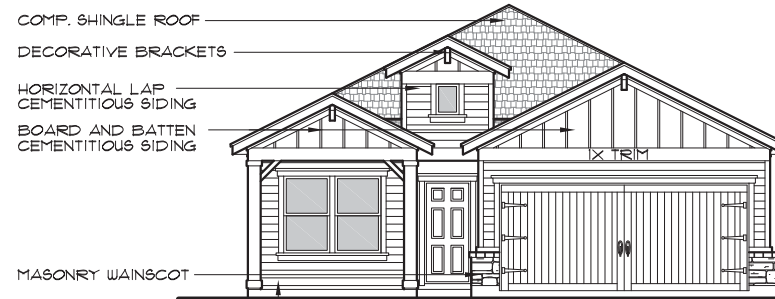


5'-0" DEEP PORCH

FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

(Opt. 2nd Floor)

Sketch 1420
'A' Elevation



COMP. SHINGLE ROOF
DECORATIVE BRACKETS

HORIZONTAL LAP
CEMENTITIOUS SIDING

BOARD AND BATTEN
CEMENTITIOUS SIDING

MASONRY WAINSCOT

5'-0" DEEP PORCH

FAUX WOOD GARAGE
DOOR WITH DECORATIVE
HARDWARE

CARY KIPP
9/27/2016
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Exhibit F
PLAN 1420 RFA

**Whittington
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Due to nature of construction, schedule and details in construction documents, all dimensions and materials are approximate and may vary slightly. Builder shall make every attempt to make it conform to the plan by the manufacturer. Builder makes no liability for any errors or omissions.

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Date
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Sheet
1 of 8

**Whittington
Group**



Sketch 1420

'B' Elevation



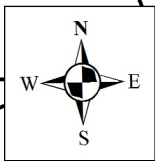
Exhibit F
PLAN 1420 RF

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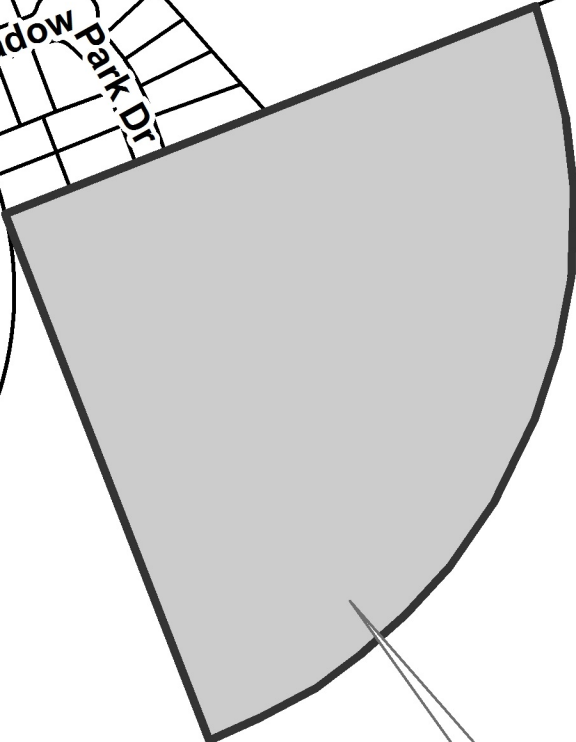
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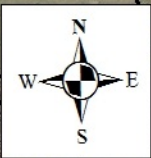
Chalice Way

Meadow park Dr

Settlement Dr



Subject Tract
15.15 ac.



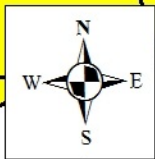
Chalice Way

Meadow Park Dr

Settlement Dr

**Subject Tract
15.15 ac.**





PUD 84

SF-2

SF-R

ETJ

Chalice Way

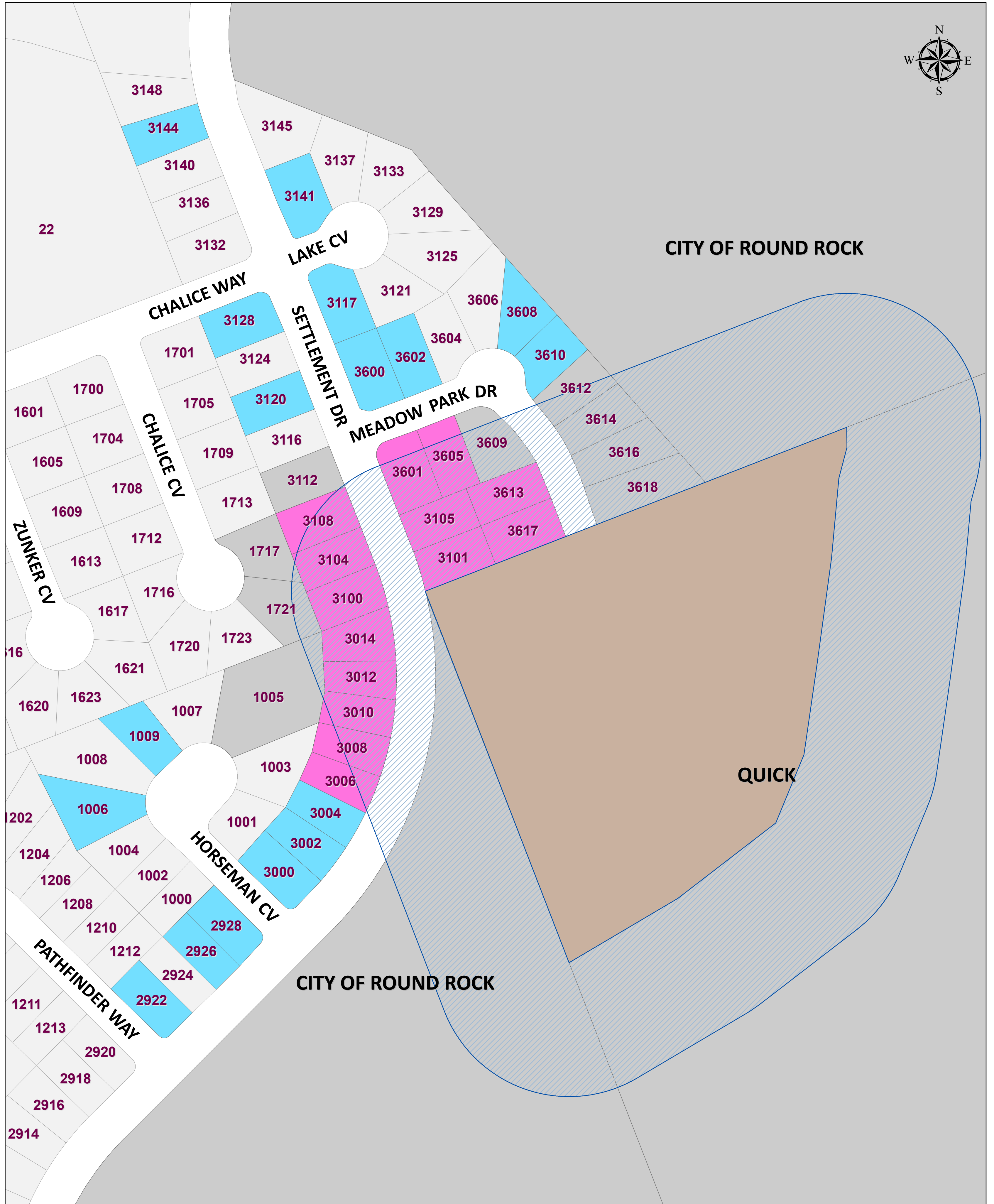
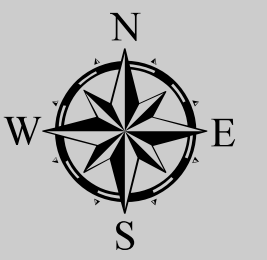
Meadow Park Dr

Settlement Dr

SF-2

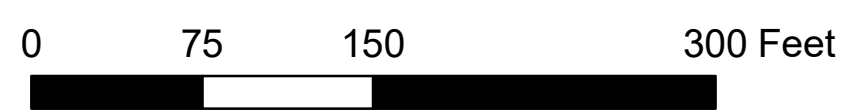
**Subject Tract
15.15 ac.**

ETJ

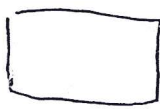


MEADOW LAKE

200ft BUFFER PETITIONERS



- PETITIONERS OUTSIDE BUFFER
- PETITIONERS INSIDE BUFFER
- 200ft BUFFER SELECTION



200 Foot Buffer Signatures

(No) to Meadows Lake Cottages (33 Condominiums)

I as concerned resident for the integrity of my neighborhood am opposed to the proposed community which is planned to be built called the Cottages at Meadows Lake which will be composed of 33 Single Family condominiums. Our current zoning should not allow for condominiums since all neighboring homes in our subdivision are NOT condominiums. The current infra-structure of Settlement Drive with congested traffic conditions and one-lane road each way cannot support 33 more homes which will in-turn 75 more vehicles directly into the heart of Settlement drive based upon the national average of 2.28 cars per household. I am signing this petition in opposition of the planned development.

1. Name:

Jim Taylor

Address:

3012 Settlement Dr.

Phone Number:

760 977 9101

Signature:

Jim Taylor

Date: 10/18/2016

2. Name:

Marvin Honeycutt

Address:

1306 Gulf Way

Phone Number:

512-924-7155

Signature:

Marvin Honeycutt

Date: 18 OCT 16

3. Name:

Steve Enlow

Address:

3617 Bessy Loop

Phone Number:

512-619-1189

Signature:

Steve Enlow

Date: 18-Oct-16

4. Name:

Matt Balle

Address:

1201 Pike Park

Phone Number:

512-739-7180

Signature:

Matt Balle


Date: 10.18.16

Signature:

Date:

13. Name: Gabriel Salazar ✓
Address: 1341 Lakeside Loop
Phone Number: 512 233 9678

10/18/16

Signature: 

Date:

14. Name: Betty Duke
Address: 3702 Bluecat way
Phone Number: 512 775-7257

Signature: Betty Duke

Date: 10/18/16

15. Name: Mirta Torres
Address: 1339 Lakeside Loop RR, 78665
Phone Number: 512-971-8366

Signature: 

Date: 10/18/16

16. Name: Robert Makar
Address: 1371 Lakeside Loop
Phone Number: 512-567-9143



Signature: 

10/18/16

Date: 10/19/16

17. Name: Shawn Vogel
Address: 3662 Farms Horn Way
Phone Number: 210-825-5751

Signature: 

Date: 10/20/16

18. Name: David Raulston
Address: 3014 Settlement Dr.
Phone Number: 512-234-0977

Signature: 

Date:

19. Name:
Address:

(No) to Meadows Lake Cottages (33 Condominiums)

I as concerned resident for the integrity of my neighborhood am opposed to the proposed community which is planned to be built called the Cottages at Meadows Lake which will be composed of 33 Single Family condominiums. Our current zoning should not allow for a variance for condominiums since all neighboring homes in our subdivision are single family (non-condominium) homes. The current infra-structure of Settlement Drive with congested traffic conditions and one-lane road each way cannot support 33 more homes which will in-turn 75 more vehicles directly into the heart of Settlement drive based upon the national average of 2.28 cars per household. I am signing this petition in opposition of the planned development.

1. Name: Erico
Address: 2311 PERRILL TRAIL
Phone Number: 512-942-5404

Signature: Erico

Date: 10/22/16

2. Name: Mary Rios
Address: 3320 Perch Trail
Phone Number: 512-939-2577

Signature: Mary Rios

Date:

3. Name: Joseph Perch
Address: 3323 Perch Trail
Phone Number: 512-234-0377

Signature: Joseph Perch

Date: 10-22-16

4. Name: Joshua Heibel
Address: 3635 Bess Loop
Phone Number: 512-350-1819

Signature: Joshua Heibel

Date:

5. Name: Debra Schroder
Address: 3420 Settlement Dr
Phone Number: 512.354.5508

Signature: Debra Schroder

Date: 10.18.16

6. Name: Trish Holmes
Address: 3714 Blue Cat Way
Phone Number: 512-417-7830

Signature: Trish Holmes

Date: 10/18/16

7. Name: Alice M. Alvarez
Address: 3306 Perch Trl.
Phone Number: 512 576 0160

Signature: Alice M. Alvarez

~~10-18-16~~

Date: 10-18-16

8. Name: Ed Walton
Address: 13041 Gulfway
Phone Number: 818-577-5925

Signature: Ed Walton

Date: 10/18/16

9. Name: Darren Swann
Address: 1105 Pike Path
Phone Number: 512-971-9124

Signature:

Date: 18 OCT 16

10. Name: Christopher Bishop
Address: 1108 Pike Path
Phone Number: 512-388-1953

Signature: Christopher Bishop

Date: 18 OCT 16

11. Name: Michele Luccro
Address: 3304 Perch Trl
Phone Number: 573-268-0125

Signature: Michele Luccro

Date: 10/18/16

12. Name:
Address:
Phone Number:

Signature:

Date:

43. Name: BRAHIM SALAM
Address: 3332 perch pl, 78665
Phone Number: NA

Signature:

Date:

44. Name: Claudia Mullin
Address: 3338 Perch Trl
Phone Number: 512 255 5580

Signature:

Date: 10-20

45. Name: Arthur Nwuke
Address: 1207 GULF WAY, Round Rock
Phone Number: (512) 310-2688

Signature:

Date:

46. Name: Daniel Castaneda
Address: 1211 GULFWAY
Phone Number: 512 733-1715

Signature:

Date:

47. Name: Donna Redfern
Address: 1301 Gulfway
Phone Number: 512-436-9750

Signature:

Date:

48. Name: Sandra Logston
Address: 1216 minnow CV
Phone Number: 512 992 6576

Signature:

Date:

49. Name: Julie Ball
Address: 1212 minnow Cove
Phone Number:

512-992-9973
Julie Ball

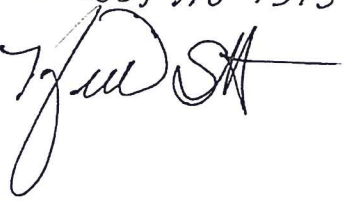
10/20/16

Signature:

Date: 10/20/16

50. Name: Heidi Stron
Address: 1210 minnow
Phone Number: (805) 375-7375

Signature:



Date:

51. Name: Steven Nicoll
Address: 1206 Gulf way
Phone Number: 512-264-4736


Signature:



Date:

52. Name: CLIFFORD OHLFRI
Address: 3308 PERCH TRAIL, Round Rock TX 78665
Phone Number: (512) 659-1566

Signature:

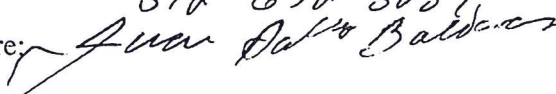


Date:

10/22/16

53. Name: Juan Pablo Balderas
Address: 3314 Perch Trail
Phone Number: 512-652-8889

Signature:



Date:

54. Name: Eliza Lozano
Address: 3713 blue cat way
Phone Number: 512-310-2659

Signature:

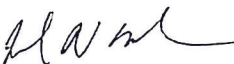


Date:

10-22-2016

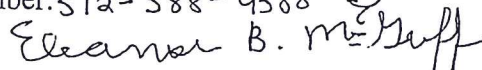
55. Name: JOHN MOLNAR
Address: 3721 BLUECAT WAY
Phone Number: 512-244-7721

Signature:



Date:

56. Name: Eleanor Mc Guff
Address: 3722 Blue Cat Way
Phone Number: 512-388-4588



Signature:

Date:

57. Name: LE TRI PHUONG
Address: 3716 Blue cat way
Phone Number: 512 716.1566

Signature: *Chillun*

Date: 10/22/16

58. Name: Antonio Acosta
Guadalupe Acosta
Address: 3717 Blue cat way
Phone Number: 512 906-0924

Signature: *Antonio Acosta*

Date: 10 - 22 - '16

59. Name: DANNY KENNEMORE
Address: 3707 Blue CAT Way
Phone Number: 208 850-4081

Signature: *Danny Kennemore*

Date: 10/22/18

60. Name: Deborah Sides
Address: 3706 Blue Catway
Phone Number: 512 2461334

Signature: *DSides*

Date:

61. Name: ERIC TAMAYO
Address: 3703 BLUE CAT way
Phone Number: 512-779-7526

Signature: *Eric Tamayo*

Date: 10-22-16

62. Name: Judy G. Alvarez
Address: 3306 Perch Trl. T8465
Phone Number: 512 568-1124

Signature: *Judy G. Alvarez*

Date: 10-22-16

63. Name: OSCAR GOMEZ
Address: 3327 Perch Trail
Phone Number: 512-325-4487

Signature: *Oscar Gomez*

Date:

64. Name: Rachel Lewis
Address: 3329 Perch Trail
Phone Number: (512) 677-3033

Signature: *Rachel Lewis*

10.23.16

Signature:

Date: 11/18/16

79. Name: Contina Graham

Address: 3601 Bass Loop Round Rock, TX 78665

Phone Number: (512) 820-7911

Signature: C

Date:

80. Name: Liza Dickinson

Address: 3603 Bass Loop

Phone Number: 512-246-7729

Signature: Liza Dickinson

Date: 10/19/16

81. Name: Janice Wiginton

Address: 3605 Bass Loop

Phone Number: 512 310 2879

Signature: Janice Wiginton

Date: 10/19/16

82. Name: Chris Wiginton

Address: 3605 Bass Loop

Phone Number: 512 310-2879

Signature: Chris Wiginton

Date: 10/19/16

83. Name: Marcos Rodriguez

Address: 3614 Bass Loop

Phone Number: (512) 953-1404

Signature: Marcos Rodriguez

Date:

10/19/2016

84. Name: Heather Howard

Address: 3615 Bass Loop

Phone Number: 512-673-8078

Signature: Heather Howard

Date:

10/19/16

85. Name: Tom Norton

Address: 3621 Bass Loop

Phone Number: 512 7894174

Signature: Tom Norton

10-19-16

Date:

86. Name: Jeanette Norton

Address: 3621 Bass Loop

Phone Number: 512-789-4174

Signature: Jeanette Norton

Date: 10-19-16

87. Name: James McGowan
Address: 3682 Bass Loop
Phone Number:

Signature: 


Date: 10/19/16

88. Name: Chris Cowan
Address: 3638 Bass Loop
Phone Number: 512 297-2365

Signature: 

Date:

89. Name: Patricia & Rafael A. Sanchez
Address: 3642 Bass Loop
Phone Number: Round Rock TX 78665
(512) 577-3845

Signature: 

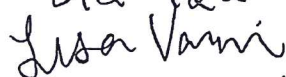
Date:

90. Name: Billy Whitlock
Address: 3629 Bass Loop
Phone Number: 512-571-6989

Signature: 

Date: 10.19.16

91. Name: Lisa Vanni
Address: 3612 Bass Loop
Phone Number: 512-422-7872

Signature: 

Date:

92. Name: DAVID OTTATI
Address: 3315 Perch Trail
Phone Number: 254-365-2269

Signature: 

Date:

93. Name: Manuel Perez
Address: 3316 Perch Trail
Phone Number: 512-914-5941

Signature: 

Date:

94. Name: Jennifer Thorne
Address: 3321 Perch Trl
Phone Number: 512 906 4716

Signature: 

Date: 10/19/16

(No) to Meadows Lake Cottages (33 Condominiums)

I as concerned resident for the integrity of my neighborhood am opposed to the proposed community which is planned to be built called the Cottages at Meadows Lake which will be composed of 33 Single Family condominiums. Our current zoning should not allow for condominiums since all neighboring homes in our subdivision are NOT condominiums. The current infra-structure of Settlement Drive with congested traffic conditions and one-lane road each way cannot support 33 more homes which will in-turn 75 more vehicles directly into the heart of Settlement drive based upon the national average of 2.28 cars per household. I am signing this petition in opposition of the planned development.

1. Name: Abdullah Mohammed
Address: 3105 Settlement Dr, Round Rock, TX, 78665
Phone Number: 737-333-0766

Signature: [Signature]

Date: 9/24/16

2. Name: Joshua McCabe
Address: 3605 Meadow Park Dr
Phone Number: 512-713-4665

Signature: [Signature]

Date: 9/24/16

3. Name: Cynthia + Robert Gibson
Address: 3613 Meadow Park Dr
Phone Number: 512-573-0182

Signature: Cynthia Gibson

Date: 9/24/16

4. Name: Hayden
Address: 3408 Peich Trail
Phone Number: 512-923-4302

Signature: [Signature]

Date: 9/24/16

5. Name: Ricky Shinnett

Address: 3608 Meadow Park Dr.

Phone Number: 512-971-2079 LEAVE MESSAGE SO I CAN
CALL BACK

Signature: Ricky Shinnett

Date: 9/24/16

6. Name: John Heaps

Address:

Phone Number: 3610 Meadow Park
512 695 8759

Signature:

Date: 9/24/16

7. Name: Mary L. Behr

Address: 3600 Meadow Park Dr.

Phone Number: (512) 299-2850

Signature: Mary L. Behr

Date: 9/24/16

8. Name: Rebecca Basinger

Address: 3117 Lake Cove

Phone Number: 210-218-6670

Signature: Rebecca Basinger

Date: 9-24-16

9. Name: COLIN TURNER

Address: 3125 Lake Cove

Phone Number: 512-632-1435

Signature:

Date: 9/24/16

10. Name: David Negrete

Address: 3137 Lake Cove

Phone Number: 972-822-8282

Signature:

Date: 9-24-16

11. Name: Ray Larson

Address: 3121 Lake Cove

Phone Number: 512-632-5503

Signature:

Date: 9/24/16

12. Name: Eric L. Schiltz

Address: 3128 Settlement Dr

Phone Number:

512 218 9740
Eric L. Schiltz

9/24/16

Signature:



Date:

13. Name: Matt Miller
Address: 3120 Settlement Drive
Phone Number: 512-938-9867

Signature:



Date: 9-24-16

14. Name: Janice Decovic
Address: 3105 Settlement Dr
Phone Number: 512-388-4612

Signature: Janice Decovic

Date: 9/24/16

15. Name: Amiel Esquivel
Address: 3104 Settlement DR
Phone Number: 512-576-8180

Signature: Amiel Esquivel

Date: 9-24/16

16. Name: Mark Godwin
Address: 3105 Settlement
Phone Number: 512 684 6865

Signature:

Date:

17. Name: Chris Brattley
Address: 1004 Hildebrand Dr
Phone Number: 512-653-0971

Signature:




Date:

9/24/16

18. Name: Robin Shanklin
Address: 2926 Settlement Drs - 78665
Phone Number: 512-701-2838

Signature:



Date: 9/24/16

19. Name:
Address:

Phone Number:

Signature:

Date:

20. Name: LEO WALLIA
Address: 2922 SETTLEMENT DRIVE
Phone Number: 603-504-4225

Signature:

Leo Wallia

Date:

9/23/16

21. Name: DON FRAZZARD
Address: 3101 SETTLEMENT DR.
Phone Number: 512-993-6899

Signature:

Don Frazzard

Date:

9/24/16

22. Name: REGINA DELINE
Address: 3008 SETTLEMENT DR
Phone Number: 512-246-0256

Signature:

Regina Deline

Date:

9/24/16

23. Name: LARS D HANSEN
Address: 3601 MEADOW PARK DR
Phone Number: 512-560-6214

Signature:

Lars Hansen

Date:

9/24/16

24. Name: ALEX MILLER
Address: 3617 MEADOW PARK DR
Phone Number: 512-520-7439

Signature:

Alex Miller

Date:

9-24-16

25. Name: ROBERT ADAMS
Address: 3602 MEADOW PARK
Phone Number: 512-658-1704

Signature:

Robert Adams

Date:

26. Name:
Address:
Phone Number:

Signature:

Date:

27. Name:

Address:

Phone Number:

Signature:

Date:

28. Name:

Address:

Phone Number:

Signature:

Date:

29. Name:

Address:

Phone Number:

Signature:

Date:

30. Name:

Address:

Phone Number:

Signature:

Date:

31. Name:

Address:

Phone Number:

Signature:

Date:

32. Name:

Address:

Phone Number:

Signature:

Date:

34. Name:

Address:

Phone Number:

Signature:

Date:

35. Name:


Address:

Phone Number:

Signature:

Date:

36. Name: Kevin Rich
Address: 3303 Settlement Dr. 78665
Phone Number:

Signature: 


Date: 09/25/16

37. Name: Steve Magdaleno
Address: 3302 Settlement Dr 78665
Phone Number:

Signature: 

Date: 9-24-16

38. Name: MIKE ZAYAS
Address: 3304 SETTLEMENT DR 78665
Phone Number:

Signature: 

Date: 9-25-16

39. Name: Mary Dorney
Address: 3002 Settlement 78665
Phone Number: 512-247-053

Signature: 

Date: 9/25/16


40. Name: Todd R. Bowd
Address: 3512 Cheyenne Street, Round Rock, TX 78665
Phone Number: 512-287-6264

Signature: 

Date: 9/27/16

41. Name: Mark Fanslow
Address: 1113 Water Bluff
Phone Number: 512-217-3514

Signature:


Date: 09/27/16

42. Name:
Address:
Phone Number:

Signature:

Date: 9-27-16

43. Name: Louis Ma-Joe / Abel Ma-Joe
Address: 3010 Settlement Dr
Phone Number: (512) 803-7008

Signature:

Date: 9-27-16

44. Name: Laura Nowlin
Address: 1216 Pike Path
Phone Number: 512-635-8608

Signature:

Date: 9/27/16

45. Name: Herbert C. Cowan
Address: 3000 Settlement Dr.
Phone Number: 512-705-9200

Signature:

Date: 9/27/16

46. Name: Leslie Cowan
Address: 3000 Settlement Dr.
Phone Number: 512-372-6790

Signature:

Date: 9/27/16

47. Name: Carol Stafford
Address: 1618 Sundance Dr.
Phone Number: 512-750-4330

Signature: Carol Stafford

Date: 10/1/16

48. Name: Chris Oller
Address: 2904 Settlement Dr
Phone Number: 512 422 9040

Signature:

Date: 10/1/16

49. Name:
Address:
Phone Number:

Signature:

Date:

50. Name: Edward Frye
Address: 1519 Sundance Drive RR TX
Phone Number: (512) 663-1854

Signature: 

Date: 10/1/2016

51. Name: Merv Flores
Address: 2700 Settlement
Phone Number: 512 8096388

Signature: 


Date: 10/1/16

52. Name: Julie Graham
Address: 2712 Settlement Dr.
Phone Number: 512-310-7400

Signature: 

Date: 10/1/16

53. Name: Stacy Fiedelman
Address: 1369 Lakeside Loop RR
Phone Number: 512-763-9514

Signature: 

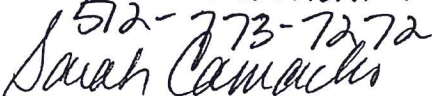
Date: 10/1/16

54. Name: Jim McNaspy
Address: 1811 Providence Ln
Phone Number: 512 632 5548

Signature: 

Date: 10/1/16

55. Name: Sarah Camacho
Address: 3004 Settlement Dr.
Phone Number: 512-773-7272

Signature: 

Date: 10/5/16

56. Name:
Address:
Phone Number:



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider an ordinance readopting Chapter 24, Article II, Code of Ordinances (2010 Edition), regarding youth curfew regulations. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/1/2016

Dept Director: Allen Banks, Chief of Police

Cost:

Indexes:

Attachments: Ordinance, Memorandum

Department: Police Department

Text of Legislative File 2016-3984

State law requires a review of the juvenile curfew ordinance's effectiveness every three years. The existing ordinance affects youths under 17 by providing a daytime curfew, 9 a.m. to 2:30 pm, on school days and a nighttime curfew on both weekdays, 12:01 a.m. to 6:00 a.m., and weekends, 1:00 a.m. to 6:00 a.m.

In 2010 and 2013, City Council reauthorized this ordinance. As in previous reauthorizations, the Police Department has completed a review of its use of the ordinance during the prior several years.

Staff recommends approval.

ORDINANCE NO. O-2016-3984

AN ORDINANCE TO READOPT AND CONTINUE CHAPTER 24, ARTICLE II, CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS, 2010, REGARDING A JUVENILE CURFEW IN CONFORMITY WITH SECTION 370.002 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, a Texas home-rule municipality may adopt ordinances that are for the good government, peace, or order of the municipality; and

WHEREAS, the City of Round Rock, Texas has previously enacted provisions in its Code of Ordinances relating to juvenile curfew hours; and

WHEREAS, state law requires a home-rule municipality that has adopted a juvenile curfew ordinance to review that ordinance every three years to determine the ordinance's effects on the community and on the problems the ordinance was intended to remedy, to conduct public hearings on the need to continue the ordinance and then abolish, continue, or modify the ordinance; and

WHEREAS, after conducting the required review of the juvenile curfew ordinance in 2013, the City of Round Rock continued the ordinance.

WHEREAS, after conducting a current review of the juvenile curfew ordinance to determine its effects on the community and on the problems the ordinance was intended to remedy, a report of which is attached as Exhibit A, the City of Round Rock has determined that readopting and continuing the ordinance will enhance the good government, peace, or order of the municipality; Now Therefore

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

I.

That Chapter 24, Article II, Code of Ordinances, City of Round Rock, Texas, 2010, is hereby adopted to read as follows:

ARTICLE II. YOUTH CURFEW

Sec. 24-25. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curfew Hours means;

- (1) 12:01 a.m. until 6:00 a.m. on any Monday, Tuesday, Wednesday, Thursday or Friday;
- (2) 1:00 a.m. until 6:00 a.m. on any Saturday or Sunday; and
- (3) 9:00 a.m. until 2:30 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes but is not limited to a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian means:

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term "operator" includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is:

- (1) A natural parent, adoptive parent, or step-parent of another person; or
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes but is not limited to streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain means to:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 24-26. Offenses.

(a) A minor commits an offense if he remains, walks, runs, stands, drives or rides about in or upon any public place or on the premises of any establishment within the city during curfew hours.

(b) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain, walk, run, stand, drive or ride about in or upon the premises of the establishment during curfew hours.

Sec. 24-27. Defenses.

(a) It is a defense to prosecution under section 24-26 that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Round Rock Independent School District, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Round Rock Independent School District, a civic organization, or another similar entity that takes responsibility for the minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- (9) Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code ch. 31.

(b) It is a defense to prosecution under section 24-26(b) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during the curfew hours and refused to leave.

(c) It is a defense to prosecution under section 24-26 with respect to the curfew hours of 9:00 a.m. until 2:30 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday, that the offense occurred during the scheduled vacation of or on a holiday observed by the school in which the minor is enrolled; or that the minor has graduated from high school or received a high school equivalency certificate; or that the minor has permission to be absent from the school or be in a public place from an authorized school official or a parent or guardian. In the case of a minor being educated in a home school, a parent or guardian shall be deemed a school official.

Sec. 24-28. Enforcement.

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 24-27 is present.

Sec. 24-29. Penalties.

When required by V.T.C.A., Family Code § 51.08, the municipal court shall waive original jurisdiction over a minor who violates section 24-26(a) of this article and shall refer the minor to juvenile court.

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



ROUND ROCK POLICE DEPARTMENT

ALLEN J. BANKS
CHIEF OF POLICE

MEMORANDUM

TROY D. EVANS
ASSISTANT CHIEF OF POLICE

ALAIN R. BABIN
ASSISTANT CHIEF OF POLICE

TO: Allen J. Banks, Chief
Susan Camp-Lee

FROM: Rick White
Manager, Crime Analysis and Statistics

DATE: November 17, 2016

SUBJECT: ANALYSIS OF CURFEW VIOLATIONS AND RELATED ISSUES.

Ordinance 1.27000, *Youth Curfew*, comes up for reauthorization every three years, and the Department reviews its use of the ordinance in advance of City Council considering its reauthorization. Round Rock has long had a nighttime curfew, and it is one of a number of cities in Texas which employs a daytime curfew as one among its tools for police officers to address crime and quality-of-life issues in the City.

The ordinance generally affects youths under 17 from 9 a.m. to 2:30 p.m. on weekdays when school is in session and in the early morning hours on Saturdays and Sundays. Violators can be cited and fined, and there are a number of defenses spelled out in Section 1.2703 of the ordinance.

I have completed a review of our use of the curfew and I offer the following general findings:

1. Car burglary, shoplifting, and other offense categories are frequently thought to involve a significant number of juveniles. Vehicle Burglaries are up this year after having dropped for several years, while Shoplifting has been varied over the past few years.
 - a. Looking at the daytime hours on weekdays for the past few years, Juvenile Offense and Criminal Mischief calls have generally been down.
2. Juvenile arrests have generally held steady the past two years, and the offenses that result in juveniles taken into custody haven't changed much.
3. Citations for nighttime curfew violations are trending to end 2016 at last year's levels.
4. Daytime curfew citations rose in 2015 but are trending to end 2016 at about the 2014 level.

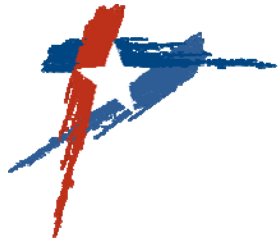
I have attached a series of PowerPoint slides with graphs that provide a greater illustration of these points. However, it appears that the reasons we originally sought the curfew continue to be relevant. I recommend we seek reauthorization of the ordinance.



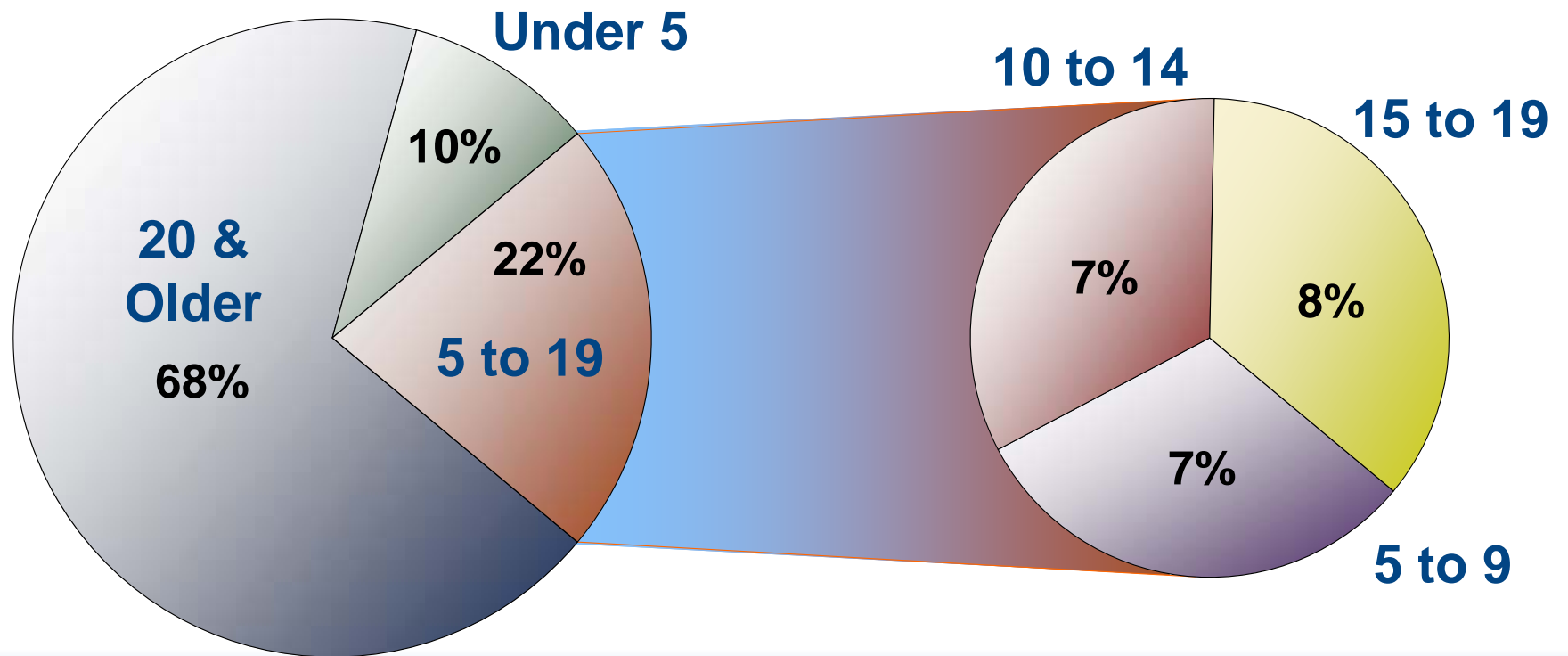
Juvenile Curfew Ordinance Review

Police Chief Allen Banks

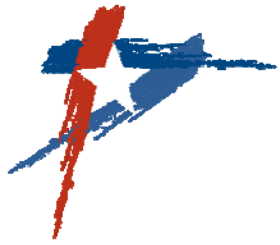
December 1, 2016



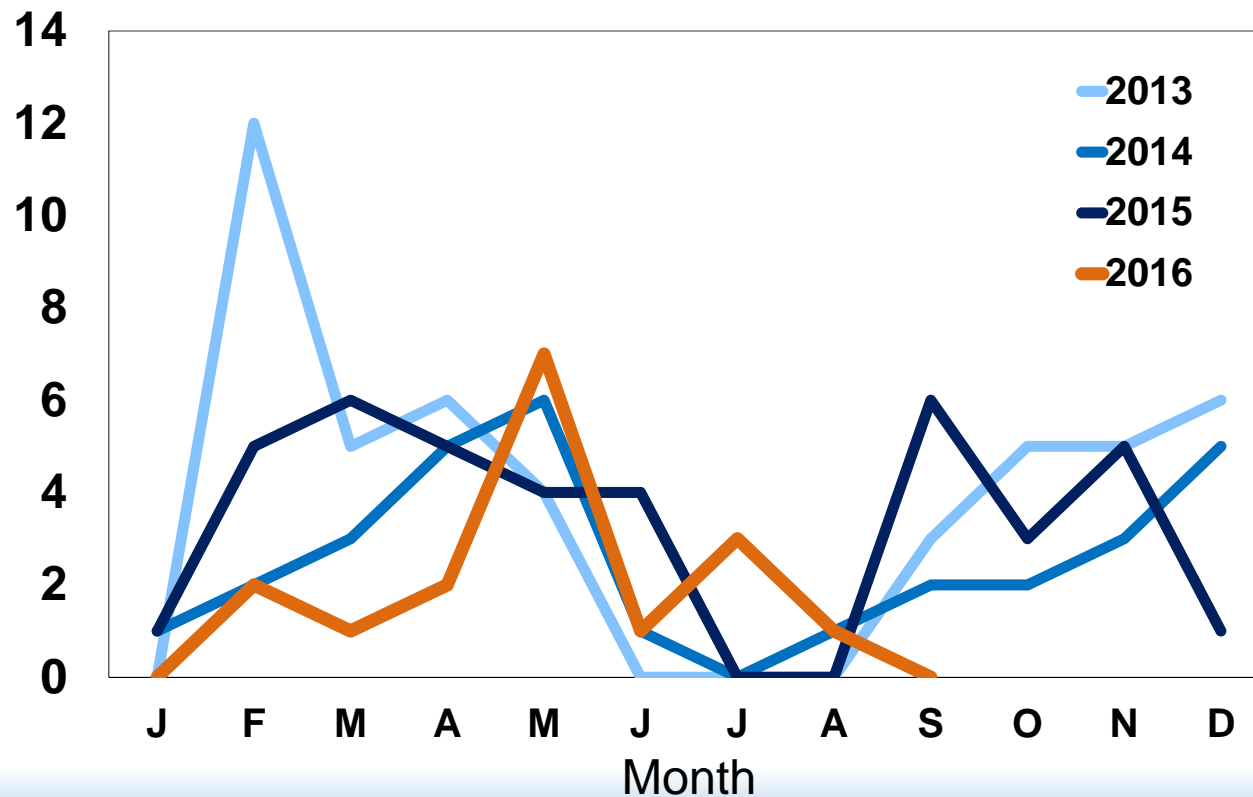
Round Rock Age Distribution



Source: 2014 American Community Survey, U.S. Census Bureau



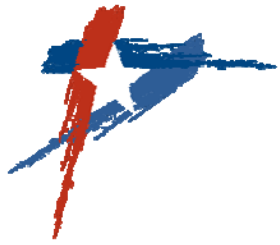
Juvenile Offense Calls



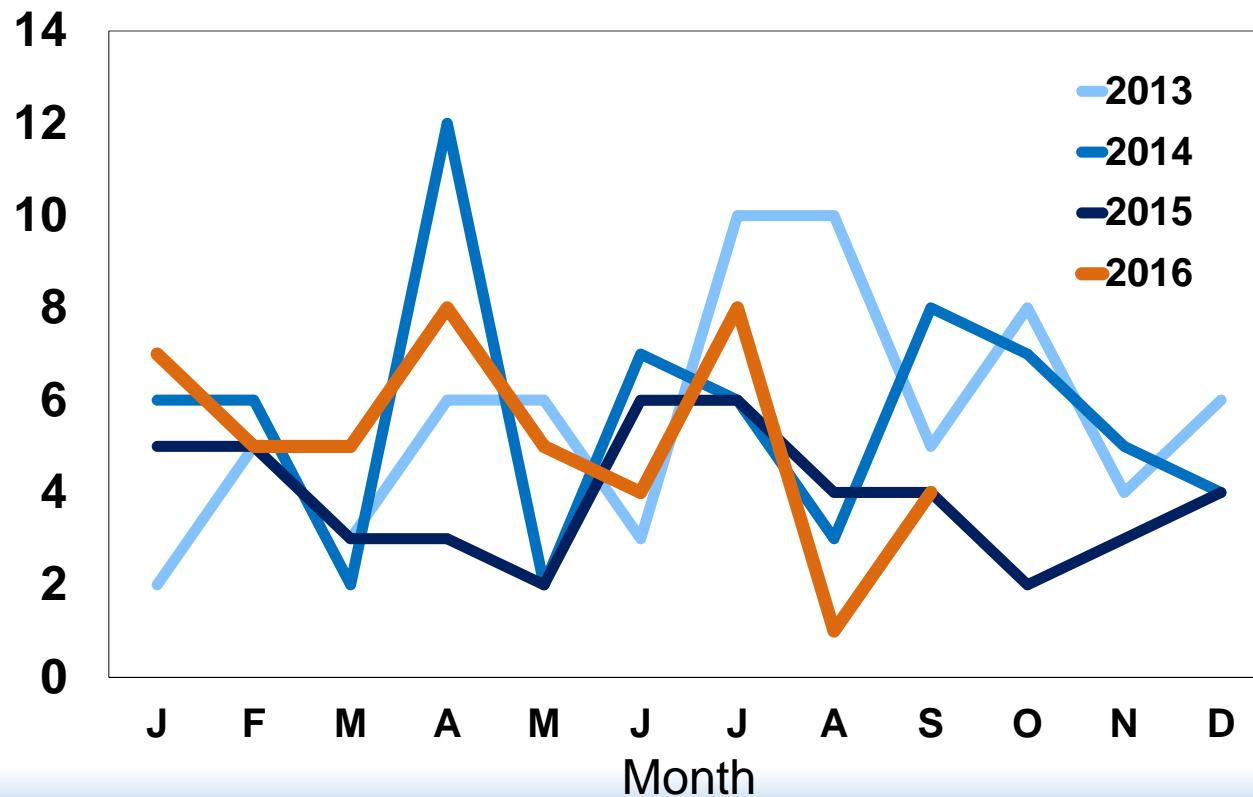
Juvenile Offense calls
between 8 a.m. and 4 p.m.
on weekdays

If 2016 trend continues,
we'll end the year with the
lowest total of the four
years shown

Source: RRPD CAD



Criminal Mischief Calls



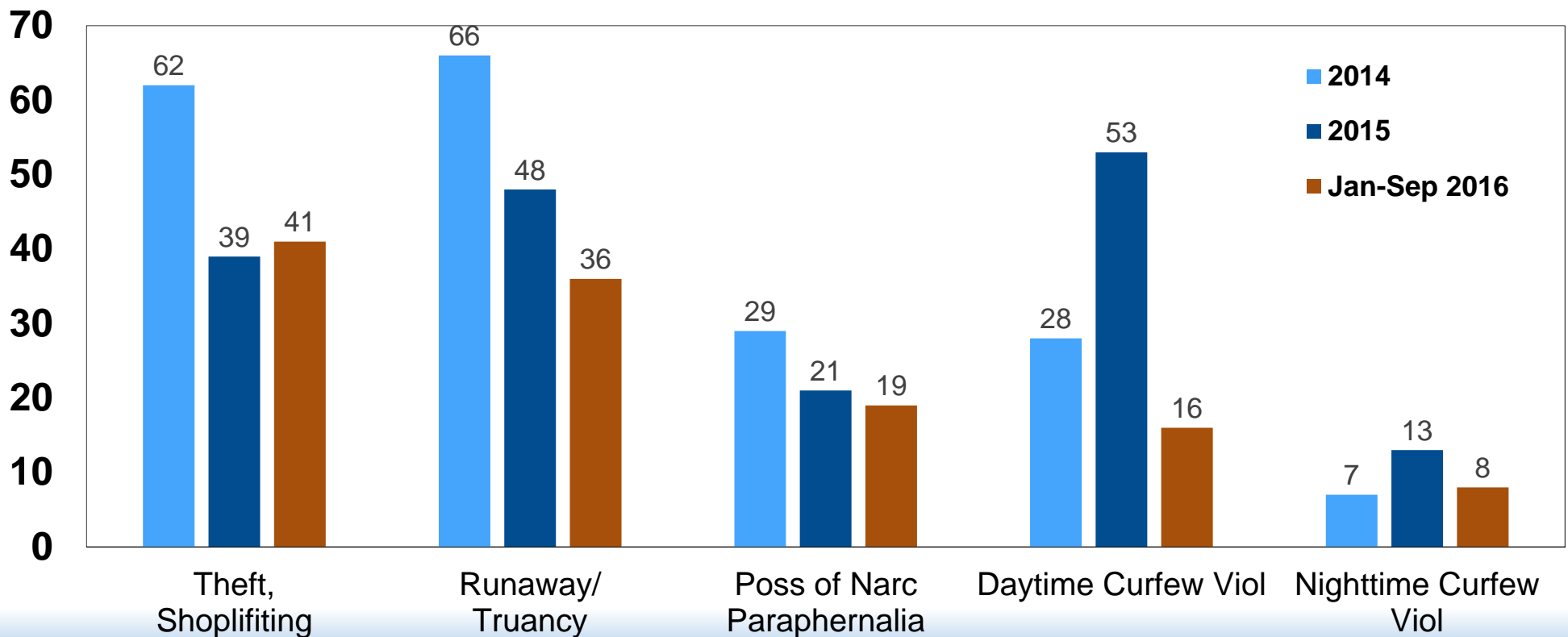
Criminal Mischief calls
between 8 a.m. and 4 p.m.
on weekdays

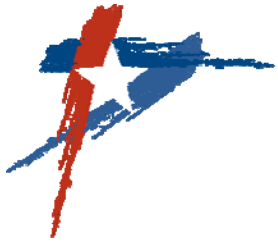
If 2016 trend continues,
we'll end the year at the
same level we saw last
year

Source: RRPD CAD



Most-Frequent Juvenile Citations

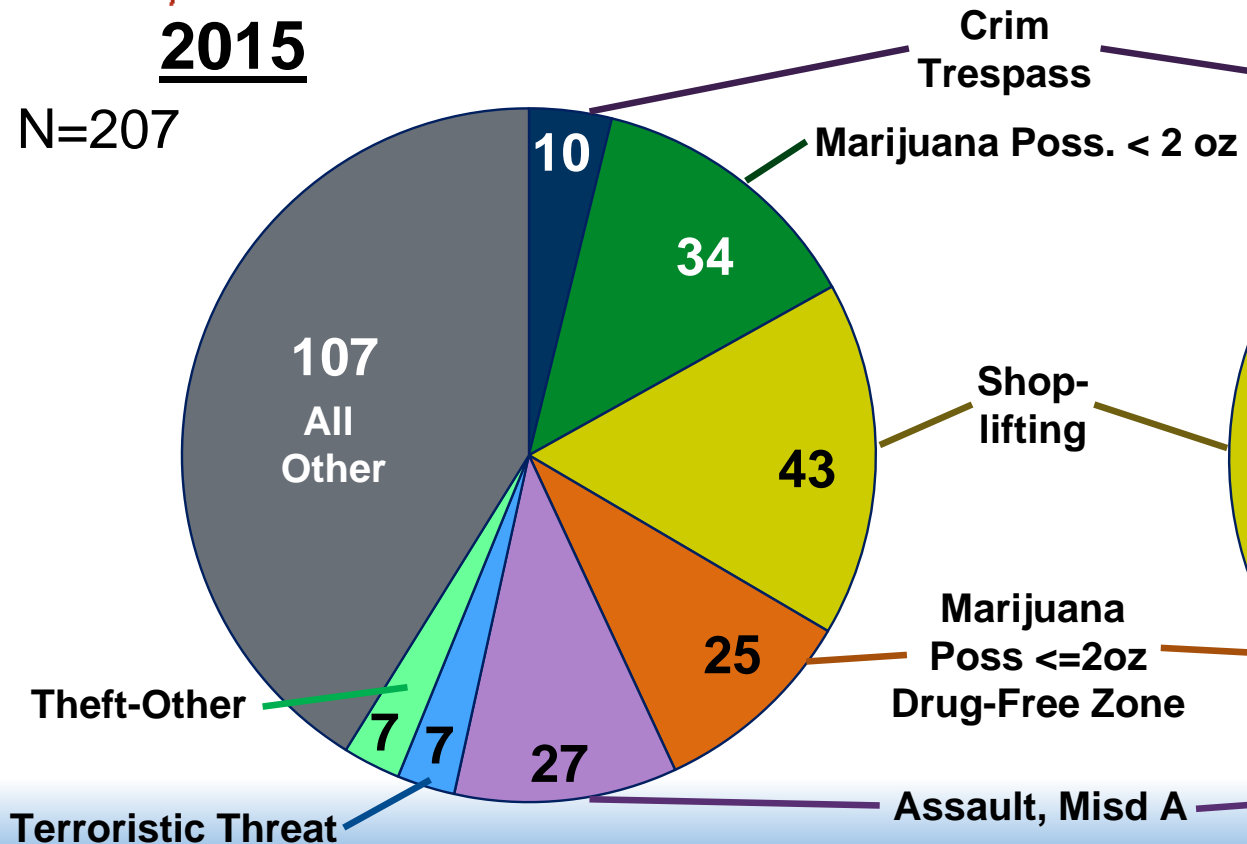




Custody Arrests of Juveniles

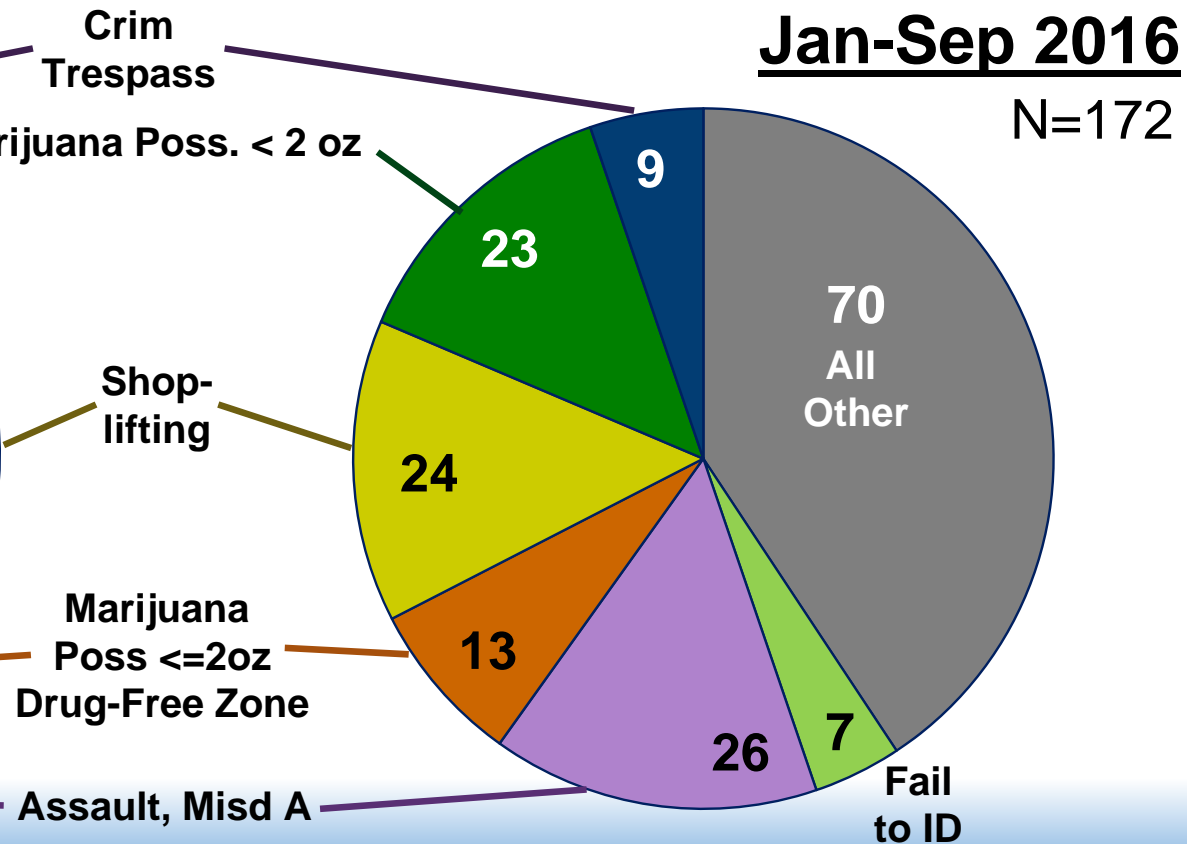
2015

N=207



Jan-Sep 2016

N=172

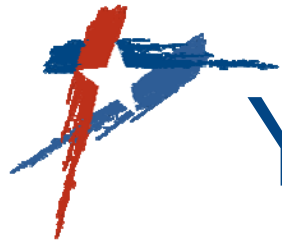




Youth Curfew Ordinance

- The ordinance affects youths under 17 from:
 - 9 a.m. to 2:30 p.m. on weekdays when school is in session
 - 12:01 a.m. to 6:00 a.m. on Mondays through Fridays
 - 1:00 a.m. to 6:00 a.m. on Saturdays and Sundays
- Allows permission to be absent from school & in a public place from an authorized school official or parent/guardians

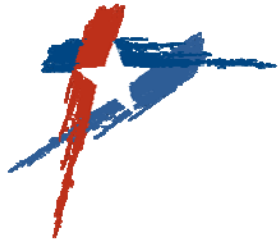
ROUND ROCK TEXAS



Youth Curfew Ordinance

- Other defenses include:
 - Involved in interstate travel, employment activity, an emergency
 - Exercising First Amendment rights

ROUND ROCK TEXAS



Use Throughout Texas

- Most area cities have a nighttime curfew
- Many cities have a daytime curfew
 - Austin Taylor Abilene Lockhart
 - San Marcos Copperas Cove Plano Midland
 - Hutto Bastrop Greenville Dallas
- A few cities (Waco, San Angelo) have let daytime curfews fade

ROUND ROCK TEXAS



City of Round Rock

Agenda Item Summary

Agenda Number: I.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: 12/1/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2016-3993