



# City of Round Rock

## City Council

### Meeting Agenda

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

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Thursday, July 27, 2017

7:00 PM

City Council Chambers, 221 East Main St.

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

**B. ROLL CALL**

**C. PLEDGES OF ALLEGIANCE**

**D. CITIZEN COMMUNICATION**

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

**E. PROCLAMATIONS AND SPECIAL PRESENTATIONS:**

E.1 [2017-4632](#) [Consider proclaiming August as "Breastfeeding Awareness Month" in the City of Round Rock.](#)

E.2 [2017-4640](#) [Consider a presentation from Williamson County Emergency Medical Services regarding the "Mission Lifeline Award."](#)

**F. CONSENT AGENDA:**

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

F.1 [2017-4631](#) [Consider approval of the minutes for the July 13, 2017 Special Called and Regular City Council meetings.](#)

- F.2     [2017-4587](#)     [Consider an ordinance amending Chapter 42, Section 42-318, Code of Ordinances \(2010 Edition\), to prohibit parking on a portion of School Days Lane. \(Second Reading\)](#)

**H.     RESOLUTIONS:**

- H.1     [2017-4609](#)     [Consider a resolution adopting the Community Development Block Grant \(CDBG\) 2017-2018 Annual Action Plan.](#)
- H.2     [2017-4625](#)     [Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement for the Procurement of Consulting Services Related to Assessment of Fair Housing.](#)
- H.3     [2017-4610](#)     [Consider a resolution determining that Chasco Constructors, Ltd., LLP, provides the best value for the City for the Round Rock Sports Center BMP Retrofit Project, and authorizing the Mayor to execute a Standard Form of Agreement.](#)
- H.4     [2017-4607](#)     [Consider a resolution authorizing the Mayor to execute a Contract with Whitestone Civil Construction for the Settlers Crossing Lift Station Bypass Project.](#)
- H.5     [2017-4606](#)     [Consider a resolution authorizing the Mayor to execute a Contract with Austin Engineering Company, Inc. for the Brushy Creek Phase 5 Wastewater Line Project.](#)
- H.6     [2017-4628](#)     [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a trail easement in and across a 0.424 acre tract from property owned by VHA Properties, LLC, a Texas limited liability company for the construction of proposed improvements to the Brushy Creek Trail Project, and take other appropriate action \(Parcel 4\).](#)
- H.7     [2017-4627](#)     [Consider a resolution determining the necessity, and authorizing the use of the City's power of eminent domain to acquire fee title to a 0.086 acre tract, and a portion of the access rights to and from a portion of the remaining property after the acquisition, from property owned by The Walton Cotton Revocable Trust for the construction of proposed improvements to RM 620, and take other appropriate action \(Parcel 25\).](#)
- H.8     [2017-4629](#)     [Consider a resolution determining the necessity, and authorizing the use of the City's power of eminent domain to acquire fee title to a 0.016 acre tract from property owned by Waltrust Properties, Inc. for the construction of proposed improvements to the University Blvd. project, and take other appropriate action \(Parcel 16\).](#)
- H.9     [2017-4630](#)     [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Frank E. Martin III, Independent Executor of the Estate of Ardalia Ellen Stark Martin for the purchase of a 0.256 acre parcel of land and a 0.058 PUE necessary for the RM 620 Right of Way Project \(Parcels 19 and 19PUE\).](#)

- H.10     [2017-4638](#)     [Consider a resolution authorizing the Mayor to execute a Real Estate Contract between the City of Round Rock and the Upper Brushy Creek Water Control Improvement District \(WCID\) for the sale of 2.539 acres of land located at the NE intersection of Greenhill Drive and Texas Avenue.](#)
- H.11     [2017-4639](#)     [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the Upper Brushy Creek Water Control Improvement District \(WCID\) for the construction and maintenance of storm water facilities regarding the Texas Avenue extension project.](#)
- H.12     [2017-4604](#)     [Consider a resolution authorizing the Mayor to execute a Contract with DeNucci Constructors, LLC for the Creek Bend Extension/Western Gateway Project.](#)

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

#### **I.        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 the 21st day of July 2017 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**

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**Title:** Consider proclaiming August as "Breastfeeding Awareness Month" in the City of Round Rock.

**Type:** Proclamation

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2017-4632**





# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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**Title:** Consider a presentation from Williamson County Emergency Medical Services regarding the "Mission Lifeline Award."

**Type:** Presentation

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

**Dept Director:** Robert Isbell, Fire Chief

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Finance Department

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### **Text of Legislative File 2017-4640**

The Williamson County Emergency Medical Services in cooperation with Round Rock Fire Department has been recognized for the "Mission Lifeline Award" from the American Heart Association. This award recognizes agencies that make a significant impact on cardiac and stroke survival rates. The team of WILCO EMS and Round Rock Fire are able to show survival and impact rates at the top of the criteria for recognition (97-100% out of a recognized 75%).

The core criteria consists of the following:

Patients > 35 years of age with non-traumatic chest pain that receive a prehospital 12 lead  
Percentage of STEMI patients that are transported directly to a STEMI receiving center, with a prehospital first medical contact to device time of less than or equal to 90 minutes  
Percentage of patients with suspected stroke for whom EMS provided advanced notification to the receiving hospital  
Percentage of patients with suspected stroke for which EMS documented a last known well time  
Percentage of adult out of hospital cardiac arrest patients with ROSC that had a 12 lead performed  
Percentage of adult out of hospital cardiac arrest patients with ROSC that were transported to a PCI capable hospital  
Percentage of ACS patients which received a 12 lead ECG  
Percentage of ACS patients which received ASA

The "plus" criteria includes:

Percentage of 12 leads ECGs performed on patients > 35 years of age within 10 minutes of patient contact

Percentage of STEMI notifications to a STEMI center within 10 minutes of the first positive 12 lead for STEMI

To achieve the award a system must meet these metrics 75% of the time. With the help of RRFD we are able to achieve these metrics 97 - 100% of the time



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.1**

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**Title:** Consider approval of the minutes for the July 13, 2017 Special Called and Regular City Council meetings.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:**

**Indexes:**

**Attachments:** 071317 Draft Special Called Minutes, 071317 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File 2017-4631**

# City of Round Rock

## Meeting Minutes

### City Council

#### Special Called Meeting – Semi Annual Retreat

Thursday, July 13, 2017

#### CALL SESSION TO ORDER

*The Round Rock City Council met in special session on July 13, 2017 at the Round Rock Multipurpose Complex, located at 2001 N. Kenney Fort Blvd, Round Rock. Mayor Morgan called the meeting to order at 8:03am.*

#### ROLL CALL

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

**Absent:** 1 - Councilmember Rene Flores

#### OPENING REMARKS BY THE CITY MANGER

Laurie Hadley, City Manager opened the retreat with updating the Council on the strategic goals/initiatives and began with the presentation of the City Manager's proposed budget for FY 2017-2018.

#### PRESENTATIONS:

##### **D.1 Consider a presentation and discussion regarding the FY 2017-2018 Budget.**

The City Manager began the presentation and started with the philosophy of this year's budget with the goal of finishing what we've started, as well as reviewing the top priorities and high priorities of the policy agenda, the management agenda and where each of those projects are.

Susan Morgan took over the presentation and began going through the proposed budget, starting with a budget summary and then reviewed the budget book section by section and reviewed each fund and then each department's individual budget. Directors and city management also answered any questions posed by the Council regarding the proposed budget.

##### **D.2 Consider a legislative update from Randy Cain and Representative Larry Gonzalez.**

Randy Cain, Julie Acevedo, and Representative Gonzalez all gave recaps of the regular session of the 85<sup>th</sup> Legislature and then reviewed items being proposed for the recently called special session.

## **ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned the meeting at 5:54 p.m.*

*Respectfully Submitted,*

*Sara L. White, City Clerk*



# City of Round Rock

## Meeting Minutes - Draft City Council

Thursday, July 13, 2017

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

*The City Council met in regular session in the City Council chambers located at 221 E. Main Street, Round Rock, Texas. Mayor Morgan called the meeting to order at 7:02 p.m.*

### ROLL CALL

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

**Absent:** 1 - Councilmember Rene Flores

### PLEDGES OF ALLEGIANCE

*Mayor Morgan and two groups of boy scouts led the following Pledges of Allegiance:  
United States  
Texas*

### CITIZEN COMMUNICATION

*Fred Jewel with the Round Rock Sertoma presented the Council with the results of the 8th annual duck race.*

*Michael Thompson spoke to the City Council regarding the Citizens Climate Lobby and introduced the group to the City Council.*

### CONSENT AGENDA:

*All items on the Consent Agenda were enacted by one motion. There was no separate discussion and no items were removed from the Consent Agenda.*

**A motion was made by Councilmember Baese seconded by Mayor Pro-Tem Peckham that the Consent Agenda be approved. The motion carried by the following vote:**

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

Nay: 0

Absent: 1 - Councilmember Flores

- E.1 [2017-4590](#) Consider approval of the minutes for the June 22, 2017 City Council meeting.  
**This item was approved under the Consent Agenda.**
- E.2 [2017-4574](#) Consider a resolution authorizing the Mayor to execute an Agreement with Pathmark Traffic Products of Texas, Inc. for the purchase of sign blanks and materials for street name signs.  
**This item was approved under the Consent Agenda.**
- E.3 [2017-4593](#) Consider a resolution authorizing the City Manager to issue a Purchase Order to We Build Fun, Inc. for the purchase and installation of rubber surfacing for the Play for All Abilities Park.  
**This item was approved under the Consent Agenda.**
- E.4 [2017-4596](#) Consider a resolution authorizing the City Manager to issue a Purchase Order to Axon Enterprises, Inc. for TASER equipment for the Police Department.  
**This item was approved under the Consent Agenda.**
- E.5 [2017-4599](#) Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola for new radios for the Police Department.  
**This item was approved under the Consent Agenda.**

## RESOLUTIONS:

- F.1 [2017-4588](#) Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with Architexas for the Stagecoach Inn Relocation Project.

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

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

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

Nay: 0

**Absent:** 1 - Councilmember Flores

*Following the vote on item F.1, Shirley Marquardt and members of Round Rock Preservation presented the City Council with a check to be used for the relocation and restoration of the Stage Coach Inn.*

**F.2**     [2017-4513](#)

Consider a presentation regarding, and a resolution approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**F.3**     [2017-4592](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement Regarding Allocation of Costs for the Re-Rating of, and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System with the Cities of Austin, Cedar Park, and Leander.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores



**F.4**     [2017-4578](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of vehicles.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**F.5**     [2017-4579](#)

Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of improvements to the Clay Madsen Recreation Center.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**F.6**     [2017-4580](#)

Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of two new offices at the Round Rock Sports Center.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**F.7**    [2017-4582](#)

Consider a resolution authorizing the Mayor to execute a Discretionary Service Agreement with Oncor Electric Delivery Company LLC to relocate overhead facilities regarding the Southwest Downtown Infrastructure Improvements Phase 5B Project.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**F.8**    [2017-4595](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the extension of Kenney Fort Boulevard south to SH 45.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**ORDINANCES:****G.1**    [2017-4587](#)

Consider an ordinance amending Chapter 42, Section 42-318, Code of Ordinances (2010 Edition), to prohibit parking on a portion of School Days Lane. (First Reading)(Requires Two Readings)

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

**A motion was made by Councilmember Young, seconded by Councilmember Leffingwell, that the first reading of the Ordinance be approved. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**G.2**    [2017-4581](#)

Consider an ordinance amending Chapter 2, Section 2-78(d)(2) and Section 2-78(e), Code of Ordinances (2010 Edition), regarding civil service classifications, number of positions, and assignment pay. (First Reading)\*

*Valerie Francois, HR Director and Robert Isbell, Fire Chief made the staff presentation.*

**A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Baese, that the first reading of the Ordinance be approved. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**G.3**    [2017-4589](#)

Consider an ordinance amending Chapter 2, Sections 2-19 and 2-20, Code of Ordinances (2010 Edition), regarding the time for the regular City Council meetings (First Reading)\*

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

**A motion was made by Councilmember Whitfield, seconded by Councilmember Leffingwell, that the first reading of the Ordinance be approved. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

**A motion was made by Councilmember Whitfield, seconded by Councilmember Leffingwell, to dispense with the second reading and adopt the Ordinance.**

**The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Councilmember Flores

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

### **EXECUTIVE SESSION:**

**I.1**    [2017-4603](#)

Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property located at 416 and 420 N. Mays Street, Round Rock, Texas.

*The City Council recessed to executive session. Mayor Morgan called the session to order at 7:56 p.m. and adjourned it at 8:29 p.m.*

**ADJOURNMENT**

*There being no further business, the meeting adjourned at 8:30 p.m.*

*Respectfully Submitted,*

*Sara L. White, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.2**

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**Title:** Consider an ordinance amending Chapter 42, Section 42-318, Code of Ordinances (2010 Edition), to prohibit parking on a portion of School Days Lane. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Map

**Department:** Transportation Department

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### **Text of Legislative File 2017-4587**

The City is adding a bus stop on School Days Lane. A no parking zone of 150' on School Days Lane starting at Cushing Drive is required. The buses will not be able to make the stop or pull back out when cars are parked along that portion of School Days Lane without the addition of the no parking zone. A prohibition of parking on a public roadway requires an amendment to Chapter 42, Section 42-318, of the Code of Ordinances (2010 addition).

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

**S:**

That Chapter 42, Section 42-318, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding subparagraph (44) which shall read as follows:

(44) School Days Lane. On both sides of School Days Lane from Cushing Drive to 150 feet east of Cushing Drive.

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

**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.

1        **READ** and **APPROVED** on first reading this the \_\_\_\_\_ day of  
2 \_\_\_\_\_, 2017.

3        **READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_\_ day of  
4 \_\_\_\_\_, 2017.

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\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

10    ATTEST:

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\_\_\_\_\_  
SARA L. WHITE, City Clerk





150 foot No Parking Zone



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.1

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**Title:** Consider a resolution adopting the Community Development Block Grant (CDBG) 2017-2018 Annual Action Plan.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:** CDBG HUD Entitlement Grants

**Attachments:** Resolution, Exhibit A, 17-18 Funding Recommendations

**Department:** Finance Department

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### **Text of Legislative File 2017-4609**

The Community Development Block Grant (CDBG) was developed in 1974 and works to ensure decent affordable housing and to provide services to qualified low to moderate income individuals and/or families in our community.

To be eligible for CDBG funding, activities must meet one of the three national objectives: 1) benefit low to moderate income persons 2) prevent slum or blight 3) meet an urgent need.

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an Annual Action Plan in order to implement any federal programs that fund housing, community development and economic development within the community.

The City of Round Rock 2017 Annual Action Plan covers the period from October 1, 2017 through September 30, 2018. All requirements for public hearings were satisfied during the development of this plan. Notice of 30 day comment period for this plan was published in the Round Rock Leader on May 6, 2017. The Draft Annual Action Plan was available for public review from May 9, 2017 through June 7, 2017. No comments were received.

The 2017-2018 Annual Action Plan includes the following projects: public service activities, public facility improvements, single family rehabilitation and program administration.

Approved Funding Recommendations for Program Year 2017-2018:

CASA of Williamson County (Children Advocacy) - \$21,000  
Round Rock Area Serving Center (Housing Assistance Program) - \$23,000  
Round Rock Area Serving Center (Food Pantry) - \$23,000  
Round Rock Housing Authority (Neighborhood Outreach Center) - \$18,950  
City of Round Rock Transportation Department (Chisholm Valley Street Improvement Project) - \$248,481.20  
City of Round Rock PARD (Frontier Park Improvements) - \$150,000  
CDBG Program Administration - \$121,107.80

## **RESOLUTION NO. R-2017-4609**

**WHEREAS**, the U.S. Department of Housing and Urban Development (“HUD”) has grant funds available to cities through the Community Development Block Grant (“CDBG”) Program, and

**WHEREAS**, the City of Round Rock (“City”) adopted the 2014-2018 Five Year Consolidated Plan (the “Plan”) by Resolution No. R-2014-1573 on July 24, 2014, which identified how the City would use federal resources to meet priority community needs, and

**WHEREAS**, the City of Round Rock has prepared the CDBG 2017-2018 Annual Action Plan, in accordance with the Plan and in compliance with HUD regulations, and

**WHEREAS**, the City Council authorizes the City Manager to execute any relevant certifications in reference to the CDBG 2017-2018 Annual Action Plan, and

**WHEREAS**, the City wishes to adopt said CDBG 2017-2018 Annual Action Plan and make application for the available grant funds for specific projects and activities identified in said Plan, Now Therefore:

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

That the City Council hereby adopts the CDBG 2017-2018 Annual Action Plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

### **BE IT FURTHER RESOLVED**

That the City Manager is hereby authorized and directed to execute on behalf of the City any relevant certifications in reference to the CDBG 2017-2018 Annual Action Plan.

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

**RESOLVED** this 27th day of July, 2017.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT  
"A"**



**CDBG 2017-2018 DRAFT ANNUAL ACTION PLAN**

**October 1, 2017 to September 30, 2018**

Prepared by:

The Office of Community Development

221 East Main Street

Round Rock, TX 78664

[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

512.341.3328



## **ROUND ROCK CITY COUNCIL**

Craig Morgan  
Mayor

Will Peckham  
Mayor Pro-tem

### **Council Members**

Tammy Young – Place 1

Rene Flores – Place 2

Frank Leffingwell – Place 3

Will Peckham – Place 4

Writ Baese – Place 5

Kris Whitfield, Place 6

Laurie Hadley, City Manager



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## Attachments

Attachment I: Public Notice

Attachment II: Grantee Unique Appendices

### A. Maps:

- Project Maps
- Low to Moderate Income Map
- Concentration of Ethnic Minorities
- Concentration of Racial Minorities

Attachment III: SF 424 and Certifications



## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of Round Rock (the City) is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an Annual Action Plan in order to implement the CDBG program that funds housing, community development and economic development within the community. The City of Round Rock Annual Action Plan covers the period from October 1, 2017 to September 30, 2018. The City of Round Rock will receive \$605,539 in CDBG funds for the 2017-2018 program year. This is the fourth year to implement the high priority needs that are identified in the City of Round Rock Five Year Consolidated Plan (2014-2018). In this fourth year, Community Development Block Grant funds are allocated to Public Services, Public Facilities and Improvements and Program Administration. (see projects in Section AP 35)

During the development of this plan, the City held two public hearings to solicit input from residents and social service providers in Round Rock. There were no comments received. The City will obligate up to 20% of the current year's allocation (\$121,107.80) for eligible and reasonable planning administrative costs. [25 CFR 570.200 (g)]

The City will obligate up to 14% of the current year's allocation (\$85,950) for public services [24 CFR 570.201 (e)] and up to 66% (\$398, 481) for public facility and infrastructure improvements [24 CFR 570.201 (c)].

In addition to funding caps, other federal requirements will be considered to determine if a project is eligible for CDBG funding. Any project or activity must meet one of the three (3) National Objectives to be eligible [24 CFR 570.200 (a)]: 1) Benefit low to moderate income persons, or 2) Prevent slum or blight; or 3) Meet an urgent need (per HUD's definition).

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2014-2018, submitted to HUD in October 2014. The Action Plan provides a brief description of the programs and projects of the City of Round Rock in Fiscal Year 2017-2018, as well as funding announcements for the CDBG program. The City established three priorities based on the analysis of market and community conditions, and input from Round Rock residents and service providers:

1. Public Facilities & Infrastructure
2. Public Services
3. Decent Affordable Housing

Furthermore, the City of Round Rock is using the three (3) main components of the HUD Outcome Performance Measurement System: Objectives, Outcomes and Indicators.

The HUD Outcome Performance Measurement System offers three (3) possible objectives for each activity: Decent housing, a suitable living environment and expanded economic opportunities.

The HUD's Performance Measurement System is closely related to the objectives. The program outcome helps further refine the grantee's objective and is designed to capture the nature of the change or the expected result of the objective that a grantee seeks to achieve. The three outcomes are: Availability, Affordability and Sustainability.

There are some common indicators that will be reported for nearly all program activities. The four common indicators are:

1. Amount of money leveraged from other Federal, State, local, and private sources, per activity.
2. Number of persons, households, businesses, units or beds assisted as appropriate.
3. Income levels of persons or households by 30 percent, 50 percent, 60 percent, or 80 percent of area median income.
4. Race, ethnicity, and disability rate for activities that currently report these data elements.

The City has been awarded CDBG funds in the amount of \$605,539 for the 2017-2018 program year. The City has an additional \$150,000 from the general fund to fully fund social services projects that exceed the 15% cap for public services. In accordance with the priorities identified and outlined in the City's Consolidation Plan, two public facilities and improvement projects and four public service programs were identified for PY17 allocations. The projects will serve low to moderate income areas and households within the City. The Action Plan covers the period of October 1, 2017 through

September 30, 2018. The projects meet national goals and supports ongoing efforts in the community to address the growing population.

The City has developed these performance measures in accordance with the Final Rule for 24 CFR Parts 91.220 and 91 as well as utilizing IDIS to track the outputs and outcomes of each project and activity.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Round Rock has a history of successful programs funded through the Community Development Block Grant Program. Of importance to the health of the City, there have been programs that address the condition of the housing stock. The City has funded CDBG projects which have improved the overall quality of life and the community serving low- and moderate- income persons. The City has also funded home repair activities targeting lower income and elderly households unable to properly maintain their homes. During the upcoming year the City will continue to utilize viable resources and successfully administer CDBG subrecipients that provide services aimed at helping low to moderate income persons with housing/mortgage assistance and access to a food pantry to improve the quality of life in the community.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City of Round Rock's goal for citizen participation is to ensure a broad participation of City residents, housing, economic and service providers in the planning and implementation of community development and housing programs. Citizen Participation takes the form of advertised public hearings. The consultation and public participation process for the development of this year's Annual Action Plan consisted of two public hearings and one public notice advertising funds to solicit applications for Public Services and Infrastructure Improvement/Public Facility Projects.

For the development of the 2017-2018 Annual Action Plan, a public notice was published in the Round Rock Leader on February 22, 2017.

Notice of this "Needs Assessment" public hearing was also posted on the bulletin outside city hall on February 20, 2017 and posted in the "City News" section of the City of Round Rock's website ([www.roundrocktexas.gov](http://www.roundrocktexas.gov)).

The "Needs Assessment" public hearing was held March 9, 2017 and received no public comments.

Residents were notified of the draft plan comment period (May 9, 2017 to June 7, 2017) in the Round Rock Leader on May 6, 2017 and notice was posted on the bulletin outside City Hall and on the City website as well.

The 2017 Draft Annual Action Plan was placed in the Central Library, the offices of the Housing and Community Development, the Alan R. Baca Senior Center, the Round Rock Housing Authority and online for public review and comment during the period May 9, 2017 to June 7, 2017 at 5pm.

The Draft Action Plan public hearing was held June 8, 2017.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

At the Annual Action Plan Needs Assessment public hearing, no comments were received.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

See above for details on commentary.

## **7. Summary**

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Round Rock is classified as an entitlement community. This means that Round Rock does not apply for the CDBG program, but is awarded CDBG funds at level based on a HUD formula involving population and demographics. In order to receive CDBG funds, the City must complete a Consolidated Plan every five years and an Annual Action Plan, based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low and moderate income persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and

### 3. Expanding Economic Opportunities.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ROUND ROCK	Raynesha Hudnell

Table 1 – Responsible Agencies

### Narrative (optional)

As the lead agency/entity responsible for preparing the Consolidated Plan (CP) the City uses the CP as a guide for federal funding decisions for the next five years. The CP is guided by three overarching goals that are applied according to a community's needs. The goals are:

- To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low- and moderate- income residents throughout the City, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
- To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

The overall priority for the investment of federal funds is to increase self-sufficiency and economic opportunity for lower income residents and individuals with special needs so that they can achieve a reasonable standard of living.

As an effort to be consistent with the overall priority for the investment of federal funds, the City's annual funding requests open in February with applications due in March for public services and infrastructure and public facilities projects. Funding decisions are approved by City Council in April with the decision-making process beginning in March and continuing through final approval in May.

**Consolidated Plan Public Contact Information**

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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City of Round Rock CDBG Office is the lead agency in implementing the Consolidated Plan and Annual Plan. The CDBG Administrator works closely with local social service agencies and other City agencies to coordinate resources delivered to eligible LMI households/residents. These efforts will continue in the 2017-2018 plan year.

The City works with a wide variety of agencies, organizations and service providers to identify local housing and service needs. On-going relationships, focused on specific needs designed to bring public input into the Annual Action Plan, are another way the City utilizes outside organizations in the consultation and development process.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Round Rock attends the Williamson County Monthly Networking Meetings held the first Tuesday of every month. At these networking meetings, non-profits, social service providers, public housing agencies, and health and human service providers discuss the needs of their clients as well as resources and services that their agency provides for the community. The City also works closely with the Housing Authority of Round Rock who organizes resources from the federal government to address the housing needs of City's lowest income households.

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Round Rock Office of Community Development works closely with local homeless providers, including Hope Alliance and the Round Rock Area Serving Center to address the needs of the homeless persons.

In the past, the City of Round Rock has funded the Round Rock Area Serving Center. Funding was used for the purchase of food for the food pantry. The Round Rock Area Serving Center assisted over 950 households with food during program year 2016. In an effort to prevent homelessness, the Round Rock Area Serving Center also provides mortgage assistance to the residents of Round Rock.



**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Round Rock does not receive ESG funds. The City works closely with the Williamson Burnet Counties Opportunities (WBCO) organization, the recipient of ESG funds for the area that includes the City of Round Rock. The City of Round Rock is also a member of the Texas Homeless Network, the lead agency for Continuum of Care in Williamson County.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	ROUND ROCK AREA SERVING CENTER
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Round Rock has an on-going relationship with the Round Rock Area Serving Center. During the year, the Office of Community Development often receives calls from residents asking for information on resources for homeless or homeless prevention. The City works throughout the year with the Serving Center to meet the needs of these residents through the Housing Assistance Program which provides a subsidy to those facing homelessness. The anticipated outcome will be to reduce families at-risk of homelessness with services provided by RRASC.
2	<b>Agency/Group/Organization</b>	ROUND ROCK HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	PHA Services-Education Services-Employment Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Round Rock Housing Authority has three (3) locations in Round Rock that provide housing to 100 families. The Round Rock Housing Authority issues approximately 125 housing vouchers a year. In addition to receiving CDBG funds for their Neighborhood Outreach Center, they also receive a yearly Capital Fund Grant from the U.S. Department of Housing and Urban Development that allows them to maintain and rehab existing units. The anticipated outcome allows for a viable PHA housing stock as well as education and resources to those folks within the PHA and surrounding community.
3	<b>Agency/Group/Organization</b>	HOPE ALLIANCE
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children
4	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Round Rock works closely with Hope Alliance throughout the year. In addition to previously awarding CDBG funds for shelter rehabilitation, the City also awards Hope Alliance with social service funds to support a Safety & Recovery for Family Violence and Sexual Assault Victims Program. The anticipated outcome is to have victims and their families become more knowledgeable about the dynamics of family and sexual violence; more aware of their options and resources; and better equipped to avoid re-victimization.
	<b>Agency/Group/Organization</b>	BLUEBONNET TRAILS COMMUNITY MENTAL HEALTH AND MENTAL RETARDATION
	<b>Agency/Group/Organization Type</b>	Services-Health Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Transitional Housing

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks with providers of different programs at Blue Bonnet Trails Mental Health and Mental Retardation (BBTMHR). CDBG staff anticipates utilizing resources from BBTMHMR to collaborate and leverage resources among other CDBG funded subrecipients. The resources from various programs at BBTMHMR will directly benefit subrecipient clients as well as build a network of non-profits to share ideas and resources to service those located in the City of Round Rock.
5	<b>Agency/Group/Organization</b>	Habitat for Humanity of Williamson County
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Actions to foster/maintain affordable housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City of Round Rock is currently funding Habitat for Humanity for their Affordable Home Repair Program. CDBG staff refers clients needing home repair to Habitat for Humanity. Through the Home Repair program the CDBG staff anticipates several citizens will be assisted with home repairs needed. These outcomes will be accomplished through funds to purchase materials that will be used by volunteers to do the repairs. A plumber or electrician may be hired if needed to complete the repairs.
6	<b>Agency/Group/Organization</b>	ABUSED & NEGLECTED CHILDREN-CASA
	<b>Agency/Group/Organization Type</b>	Services-Children Services-homeless Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff works with CASA during the program year to support the child abuse initiative by providing grant funding that employs a full-time Director of Volunteer and Recruitment. Through the Abused and Neglected Children program the CDBG staff anticipates a number of children who are abused to be placed in safe homes or entered into therapy programs which allow for personal expression and release of past abuse. These outcomes will be accomplished through the funded Director of Volunteer and Recruitment which advocates on behalf of children in court who are affected by child abuse.
7	<b>Agency/Group/Organization</b>	City of Round Rock
	<b>Agency/Group/Organization Type</b>	Housing Other government - Local Planning organization Grantee Department Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff consults during the program year and during the development of the action plan with the City of Round Rock Code Enforcement, Planning, Development Services, Inspection, and Neighborhood Services departments through phone calls, emails, and meetings.
8	<b>Agency/Group/Organization</b>	AUSTIN TENANTS COUNCIL
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff consults with the Austin Tenants Council during the program year. Residents needing assistance with tenant/landlord issues or wanting to file a fair housing complaint are referred to the Austin Tenants Council.
9	<b>Agency/Group/Organization</b>	WILLIAMSON COUNTY HEALTH DISTRICT
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Persons with HIV/AIDS Services-Health Health Agency Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	health care needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks during the program year with the Williamson County Health District. Coordination, client needs, and resource information are exchanged at the Williamson County monthly networking meeting.
10	<b>Agency/Group/Organization</b>	WILLIAMSON BURNET COUNTIES OPPORTUNITIES (WBCO)
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff works with Williamson Burnet Counties Opportunities (WBCO) during the program year. The CDBG staff anticipates the outcome will be to provide resources to WBCO which will benefit homeless families in need of available beds and resources to become self-sufficient. The partnership with WBCO will decrease the number of homeless families and unemployment among the population. The decrease in both homeless families and unemployment among the population will be accomplished through job training readiness classes, computer skills classes and local affordable housing partnerships .
11	<b>Agency/Group/Organization</b>	Williamson County Commissioners Court
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Networking
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks and consulted with the Williamson County CDBG Coordinator during the program year. CDBG staff collaborates with Williamson County CDBG Coordinator to provide grant funding to rehab a shelter for abused women (Hope Alliance). The anticipated outcome will be to make the structure compliant with local codes, handicap accessible and a decent and safe living environment.

#### Identify any Agency Types not consulted and provide rationale for not consulting

A wide array of agencies were invited to consult in the development of the Annual Action Plan. No individual agency was intentionally omitted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network	Coordinating homelessness services with Continuum of Care priorities.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)



## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The policies and procedures in this Citizen Participation Plan relate to several stages of action. The City of Round Rock Citizen Participation Plan details procedures to follow for public hearings, plan amendments, reporting information and public accountability. In general, these stages or events include:

1. Needs Assessment Public Hearings, hearings held twice a year to obtain citizens' views and to respond to proposals and questions.
2. Adoption of a Consolidated Plan, a plan adopted every five years that assesses community characteristics and needs, identifies priorities in addressing community needs, and establishes specific objectives that the City intends to initiate or complete during the following five-year period.
3. Adoption of an Annual Action Plan, a plan covering a single year within a Consolidated Plan that sets forth specific projects and initiatives that will be funded with CDBG funds during that year.
4. On occasion during the year, it might be necessary to change the use of the money already budgeted in an Annual Action Plan, or to change the priorities established in the Consolidated Plan. In that case, a Substantial Amendment, as defined below, will be proposed, considered and acted upon.
5. After a Program Year, defined below, is complete, a consolidated annual performance and evaluation report ("CAPER") must be drafted for public review and comment and then sent to HUD.

Citizen participation was obtained through public hearings on March 9, 2017 at City Council meeting and public notices in the local newspaper.

The Action Plan will be available on the City website, at the public library, at the Alan R. Baca Senior Center, at City Hall, and the Round Rock Housing Authority, and all public notices listed these places along with the address to each location.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response	No comments received	N/A	
2	Newspaper Ad	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response	No comments received	N/A	
3	Internet Outreach	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response	No comments received	N/A	<a href="http://www.roundrocktexas.gov">www.roundrocktexas.gov</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	posting of public notice on city bulletin outside City Hall	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response	No comments received	N/A	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c) (1, 2)

#### Introduction

It is anticipated that the City of Round Rock will receive CDBG funds totaling \$605,539 for FY 2017-2018. The Action Plan lists proposed activities in priority order.

#### Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	605,539	6,663	0	612,202	CDBG funds will be used to address housing and non-housing community development needs. Program income is generated by Habitat for Humanity Land Acquisition.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

To leverage funds, the City has combined the CDBG Annual Allocation and General Funds to assist the social service funding process. By combining these two processes, the City assures the funding of social service programs providing high priority needs with General Funds that could not be funded with CDBG funds due to the 15% funding cap. This also eliminates the duplication of services. The process for selecting projects for funding social services is as follows: the scoring team, consisting of Council members, an Assistant City Manager, City Finance staff and CDBG staff, review agency applications using set criteria and performance measurement. Funding recommendations are presented to the City Council through the budget process. Awarded agencies are contracted to deliver the specific services to residents of Round Rock.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Sidewalk improvements in the Chisholm Subdivision will address the need in the community for improved public facilities.

**Discussion**

The City of Round Rock developed Program Income Policies and Procedures. These policies and procedures are included with every CDBG agreement as an attachment. The policy details the following:

- definition and examples of program income
- disposition of income and reports
- income more than \$25,000 or income less than \$25,000

Should an agency or activity generate program income, the City will use this policy to determine how these funds will be spent.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility and Infrastructure Improvements	2014	2018	Non-Housing Community Development		Non-housing Community Development	CDBG: \$398,481	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 819 Persons Assisted
2	Public Services: Housing Assistance	2014	2018	Affordable Housing		Affordable Housing	CDBG: \$23,000	Public service activities for Low/Moderate Income Housing Benefit: 250 Households Assisted
3	Public Services: Food Banks	2014	2018	Public Services		Affordable Housing	CDBG: \$23,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
4	Public Services: CASA Child Advocacy	2014	2018	Public Services		Non-housing Community Development	CDBG: \$21,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
5	Public Services: After School Tutoring	2014	2018	Public Services		Non-housing Community Development	CDBG: \$18,950	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

**Table 6 – Goals Summary**

Annual Action Plan  
2017

## Goal Descriptions

<b>1</b>	<b>Goal Name</b>	Public Facility and Infrastructure Improvements
	<b>Goal Description</b>	Construction of sidewalks located in Chisholm Valley Subdivision and park improvement to Frontier Park.
<b>2</b>	<b>Goal Name</b>	Public Services: Housing Assistance
	<b>Goal Description</b>	Housing and emergency shelter needs, help the elderly maintain independence, help families avoid eviction and homelessness.
<b>3</b>	<b>Goal Name</b>	Public Services: Food Banks
	<b>Goal Description</b>	Purchase food from the Capital Area Food Bank for \$0.13 a pound to provide food to indigent, low income, homelessness and transient people.
<b>4</b>	<b>Goal Name</b>	Public Services: CASA Child Advocacy
	<b>Goal Description</b>	Court appointed volunteers who advocate for the abused or neglected children in court.
<b>5</b>	<b>Goal Name</b>	Public Services: After School Tutoring
	<b>Goal Description</b>	Personnel and supplies for the Neighborhood Outreach Center

Table 7 – Goal Descriptions

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

The City of Round Rock does not receive HOME funds.

## **AP-35 Projects – 91.220(d)**

### **Introduction**

The Annual Action Plan reflects the City's funding priorities and identifies the projects that the City proposed to implement with funds from the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The funding is allocated according to the community's highest priority needs.

#	Project Name
1	Public Services
2	Public Facilities and Improvements
3	City of Round Rock Program Administration

**Table 8 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The City identified one low-to-moderate income neighborhood where pedestrian transportation is minimal. The City has several areas that are without sidewalks. Unfortunately, the need for infrastructure far exceeds the amount of CDBG funding available. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the City. The Social Services fund of 15% is also oversubscribed at far beyond what is available. The City encourages CDBG applicants to seek other resources from other public and private entities to leverage the limited amount of CDBG funds available.



## Projects

### AP-38 Projects Summary

#### Project Summary Information

Table 9 – Project Summary

<b>1</b>	<b>Project Name</b>	Public Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Housing Assistance Public Services: Food Banks Public Services: After School Tutoring Public Services: CASA Child Advocacy
	<b>Needs Addressed</b>	Non-housing Community Development Affordable Housing
	<b>Funding</b>	CDBG: \$85,950
	<b>Description</b>	Funding will pay for public service activities that were approved in the 2017-2018 Annual Action Plan. Matrix codes: 05N, 05W,05Q,05A,05
	<b>Target Date</b>	9/30/2018

<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p>	<p>The estimated number of low-income families who will benefit from these services are 1300.</p> <ul style="list-style-type: none"> <li>• Round Rock Housing Authority - Neighborhood Outreach Center: 100 unduplicated clients</li> </ul> <p>Eligibility Criteria: 24 CFR 570.201(e) Public Services</p> <p>National Objective: 24 CFR 570.208(a)(2)(B)LMI</p> <ul style="list-style-type: none"> <li>• Round Rock Area Serving Center - Food Pantry: 850 unduplicated clients</li> </ul> <p>Eligibility Criteria: 24 CFR 570.201(e) Public Services</p> <p>National Objective: 24 CFR 570.208(a)(2)(B)LMI</p> <ul style="list-style-type: none"> <li>• Round Rock Area Serving Center - Housing Assistance: 250 unduplicated clients</li> </ul> <p>Eligibility Criteria: 24 CFR 570.201(e) Public Services</p> <p>National Objective: 24 CFR 570.208(a)(2)(B)LMI</p> <ul style="list-style-type: none"> <li>• CASA of Williamson County, Texas - Court Advocacy for Abused or Neglected Children: 100 unduplicated clients</li> </ul> <p>Eligibility Criteria: 24 CFR 570.201(e) Public Services</p> <p>National Objective: 24 CFR 570.208(a)(2)(B)LMI</p>
<p><b>Location Description</b></p>	<p>The location for applicants selected for CDBG funding, are as follows:</p> <ul style="list-style-type: none"> <li>• Round Rock Housing Authority - Neighborhood Outreach Center: 1505 Lance Lane, Round Rock, TX 78664.</li> <li>• Round Rock Area Serving Center - Food Pantry: 1099 E Main Street, Round Rock, TX 78665.</li> <li>• Round Rock Area Serving Center - Housing Assistance: 1099 E Main Street, Round Rock, TX 78665</li> <li>• CASA of Williamson County, Texas - Court Advocacy for Abused or Neglected Children: 805 W University Ave Ste 111, Georgetown, TX 78626</li> </ul>

	<b>Planned Activities</b>	<p>The proposed planned activities for applicants selected for CDBG funding, when actual funding allocation is released, are as follows:</p> <ul style="list-style-type: none"> <li>• Round Rock Housing Authority - Neighborhood Outreach Center: Funding will provide after school tutoring for the kids at the Round Rock Housing Authority.</li> <li>• Round Rock Area Serving Center - Food Pantry: Funding will assist with feeding residents with food from their food pantry.</li> <li>• Round Rock Area Serving Center - Housing Assistance: Funding will provide rent or mortgage payments for up to \$100 per client.</li> <li>• CASA of Williamson County, Texas - Court Advocacy for Abused or Neglected Children: Funding will pay for the partial salary for the Volunteer Recruiter/Trainer Coordinator position that will recruit and train volunteers that will advocate for abused and neglected children in court.</li> </ul>
<b>2</b>	<b>Project Name</b>	Public Facilities and Improvements
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facility and Infrastructure Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$398,481
	<b>Description</b>	Funds will be used to pay for public facilities and improvements that will be approved in the 2017-2018 Annual Action Plan.
	<b>Target Date</b>	9/30/2018

<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p>	<p>The estimated number of low-income families who will benefit from these services are 819.</p> <p>Chisholm Valley Subdivision Sidewalk Improvement</p> <p>Eligibility Criteria: 24 CFR 570.201 (c) Public Facilities and Improvements</p> <p>National Objective: 24 CFR 570.208 (a)(1)(i) Low to Moderate Income Area</p> <p>Frontier Park- Park Improvements</p> <p>Eligibility Criteria: 24 CFR 570.201 (c) Public Facilities and Improvements</p> <p>National Objective: 24 CFR 570.208 (a)(1)(i) Low to Moderate Income Area</p>
<p><b>Location Description</b></p>	<p>Chisholm Valley Subdivision - Sidewalks constructed the north side of Chisholm Valley Drive, the south side of Buffalo Pass and the east side of Wagon Gap Drive</p> <p>Frontier Park- Park improvements</p>

	<b>Planned Activities</b>	<p>Planned activities for projects selected for CDBG funding are as follows:</p> <ul style="list-style-type: none"> <li>• Round Rock Transportation Department - The construction of approximately 37,680 square feet of 4 foot wide sidewalk along sections of the Chisholm Valley subdivision. The 2017 CDBG Sidewalk Gaps Project will provide connectivity between the neighborhood and the already established Chisholm Valley Park. Further, it will complete the connection from the neighborhood to Bluebonnet Elementary. The project will provide for a 4 foot sidewalk to be extended throughout the Chisholm Valley Neighborhood; specifically, the north side of Chisholm Valley Drive, the south side of Buffalo Pass and the east side of Wagon Gap Drive.</li> <li>• Round Rock Parks Department - The Frontier Park Improvement Project is comprised of both replacing existing amenities and new construction of park elements. Items to be replaced include existing trail, park pavilion, tennis court fencing and lighting system, and concrete sidewalks. Amenities to be constructed include a new walking trail and improvements to both pedestrian bridges. All park benches, picnic tables, drinking fountains, bike racks, and trash receptacles will be replaced or added as needed.</li> </ul>
3	<b>Project Name</b>	City of Round Rock Program Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Non-housing Community Development Affordable Housing
	<b>Funding</b>	CDBG: \$121,108
	<b>Description</b>	Funds will be used for the oversight and administration of the CDBG program for the City of Round Rock.
	<b>Target Date</b>	9/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	N/A: Administrative activities
	Location Description	221 E. Main Street, Round Rock, TX 78664
	Planned Activities	Administration and management of the CDBG program

## **AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Priority CDBG funding areas in the City of Round Rock include those areas where there is a high rate of low to moderate income (LMI) persons.

The following are the LMI block groups within the City of Round Rock:

Census tract:18.51/Block group:3/Persons:1165/50% LMI

Census tract:18.51/Block group:4/Persons:1000/66.45% LMI

Census tract:205.04/Block group:1/Persons:1055/66.14% LMI

Census tract:205.04/Block group:2/Persons:920/49.33% LMI

Census tract:205.04/Block group:4/Persons:1655/75.74% LMI

Census tract:206.02/Block group:2/Persons:265/47.75% LMI

Census tract:207.01/Block group:1/Persons:710/57.96% LMI Census tract:207.03/Block

group:2/Persons:2025/54.22% LMI

Census tract:207.04/Block group:2/Persons:1045/53.18% LMI

Census tract:207.04/Block group:3/Persons:750/70.42% LMI

Census tract:207.07/Block group:2/Persons:1095/71.34% LMI

Census tract:208.03/Block group:1/Persons:1250/53.19% LMI

Census tract:215.02/Block group:1/Persons:2425/62.02% LMI

Census tract:215.02/Block group:2/Persons:850/79.44% LMI

Census tract:215.03/Block group:1/Persons:1205/59.21% LMI

Census tract:215.05/Block group:1/Persons:795/54.27% LMI

Percentage of Funds: 100%

### Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The City of Round Rock estimates that 100% of the funds will be dedicated to projects in the target areas and that these funds assist a large number of low to moderate income residents.

Target Area: Low to Moderate Income (LMI) Areas

Percentage of Funds: 100%

### Discussion

N/A



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City of Round Rock proposed to support one program in FY 2017 (2017-2018) that supports affordable housing to low-mod clients. The programs will assist with the need of affordable housing within the City of Round Rock. The program that will be supported will ensure that low-mod clients are provided resources that will alleviate cost burdens within their respective households.

Habitat for Humanity of Williamson County will be supported by FY 2013 CDBG funds. This program provides minor home repair of low income residents of Round Rock up to \$10,000 per unit. Funds will be spent on the purchase of materials; volunteers will do the actual home repairs.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	5

Table 12 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The Habitat for Humanity will be funded with prior 2013 funds. They have proposed to rehab a minimum of 5 existing units.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Round Rock Housing Authority (RRHA) was established in 1966, with the first development built in 1972. Today, the Housing Authority owns 100 units and administers 209 Section 8 Housing Choice Vouchers. The City of Round Rock (CORR) plans encourage more partnerships with RRHA through public events/activities for low-mod families who are public housing residents. CORR will act as resource for the RRHA to assist the public housing authority with capacity building as well as programming that is associated with CDBG funds.

### **Actions planned during the next year to address the needs to public housing**

The Round Rock Housing Authority receives approximately \$97,040 annually in Capital Fund Grant from HUD to provide for the maintenance and renovation needs of its public housing stock, which it considers to be in good condition. CORR plans to support the RRHA by providing administrative services that will allow for environmental assessments to the RRHA capital improvement projects. The CORR plans to increase their visibility at round tables that discuss public housing issues while offering resources/grant announcements to assist with the need of public housing.

In an effort to address and improve the needs of public housing and resident initiatives, the City of Round Rock will fund the Round Rock Housing Authority Neighborhood (RRHA) Outreach Center (NOC) Program. The RRHA partnered with Round Rock ISD to employ retired educators to tutor/mentor elementary and secondary children after school. CDBG funding was provided for the salaries of teachers and a facilitator. The facilitator will work with families of the Housing Authority and will provide resources to assist in growth development. An implemented reading program for the afterschool tutoring program will increase reading levels with children that attend the NOC.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The RRHA is a five member board, including a resident board member, oversees the Round Rock Housing Authority. The board is appointed by the CORR Mayor and City Council. The CORR employ their affordable housing knowledge in selecting new board members when a position becomes available. The CORR is invested in ensuring that selections made are in the best interest of the RRHA. Each board member appointed by CORR Mayor and City Council posse management qualities that will ensure that best business practices are deployed.

The CDBG staff will meet with RRHA to have brainstorm sessions in regards to the RRHA administered Family Self Sufficiency Program and how to leverage programs and funds for homeownership. Staff will provide affordable housing expertise, homeownership grant resources and programming initiatives to promote self-sufficiency to the program participants. The FSS program serves families in the Housing

Choice Voucher (HCV) and Public Housing (PH) Programs. Present participants have completed the following goals:

- obtaining or maintaining employment
- continuing to pursue higher education
- continue to maintain first time businesses with supportive mentorship and education

The unique value of the FSS program is that clients are able to receive supportive case management to reach their individual goals towards self-sufficiency.

Currently there are no public housing homeownership initiatives in place either under the public housing program or the Section 8 program. The CORR plans to encourage Affordable Housing Roundtables that are conducted by the RRHA and include affordable housing builders, Housing Counseling non-profits and banking institutions.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A - the Round Rock Housing Authority is no longer in "troubled status."

The Round Rock Housing Authority holds a "High Performer" status under HUD's Section Management Assessment Program (SEMP); therefore, it is not designated as a "troubled" agency. Units are inspected, repaired, and maintained on a regular basis. Per RRHA, the physical condition of its public housing stock is considered to be in compliance with building standards according to their previous review per HUD.

"High Performer" status will allow RRHA to apply for additional programs and funding, allowing for an increased level of service for families in the City of Round Rock.

## **Discussion**

The housing authority continues to partner with several local agencies, faith-based organizations, the City, and the school district in order to bring resources to residents.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City of Round Rock and Williamson County are part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC is part of the Texas Homeless Network (THN), a non-profit membership-based organization helping Texas communities to prevent and end homelessness. THN is a 501(c)(3) organization that is partially funded through the Texas Department of Housing and Community Affairs and Texas Department of State Health Services.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Round Rock funds the Round Rock Area Serving Center with CDBG funds to assist residents in jeopardy of becoming homeless with housing and mortgage assistance. Sometimes the loss of a job or an illness can cause a family to fall behind on rent or mortgage which can lead to eviction. Funding the housing/mortgage assistance program is an action and goal that will assist with reducing homelessness.

The following agencies reach out to homeless persons and assess their individual needs such as the need for temporary shelter, transitional housing and other services:

- The Williamson County Crisis Center (Hope Alliance) offers two housing programs to assist its clients. They offer a short-term, transitional housing program that helps families who are transitioning out of the shelter and a long term, supporting housing program.
- STARRY Emergency Shelter serves children who need immediate protection, typically after being removed from their home by court order due to life-threatening abuse or neglect.
- Lifeworks provides emergency shelter and transitional housing as well as counseling, education/workforce and youth development to youth and their families.
- Round Rock Area Serving Center provides emergency shelter, food and clothing vouchers, as well as mortgage and utility assistance, in an effort to prevent homelessness.
- CASA provides trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home.

The City of Round Rock will join Texas Homeless Network in participating the Point-In-Time survey to

collect the count of the city's homeless population.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Hope Alliance and Williamson Burnet Counties Opportunities (WBCO) were both awarded Emergency Food and Shelter Program (EFSP) Grants from FEMA. Hope Alliance is using these funds to provide emergency shelter, purchase food and aid toward the purchase of bedding and cleaning supplies and other like items for the domestic violence shelter. WBCO is using the EFSP funds to purchase food for the Senior Nutrition Program.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Round Rock will continue to fund the Round Rock Area Serving Center for program year 2017-2018. Funding will be used to purchase food for the food pantry at the Round Rock Area Serving Center. The Round Rock Area Serving Center assists over 1,000 households with food every program year. To prevent homelessness, CDBG funding will allocate funding to the Round Rock Area Serving Center to provide mortgage and rent assistance to the residents of Round Rock.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Homelessness is a regional issue and is best addressed countywide through the efforts of both Williamson and Travis Counties and local jurisdictions. Since Round Rock's emergency shelter only provides temporary facilities for displaced women and children, the City will work with area providers such as Bluebonnet Trails MHMR to address its share of the homeless need through facilities and services provided at the regional level.

### **Discussion**

Though Round Rock has a very small visible homeless population, the loss of a job, an increase in rent,

an eviction or domestic violence situation can easily lead to homelessness for many low income individuals and families. Round Rock will continue to fund high priority activities that are concentrated on homeless prevention and non-homeless special needs such as the Round Rock Area Serving Center Food Pantry and Housing Assistance Program.

<b>One year goals for the number of households to be provided housing through the use of HOPWA for:</b>
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

The City of Round Rock CDBG Program is currently working with other local entitlements, participating jurisdictions and housing authorities to develop the AFFH due January 2019. CDBG staff will enter into a interlocal agreement with other cities/housing authorities and prepare a scope of work for procurement. The largest entitlement/participating jurisdiction will undertake the procurement process.

In 2000, consultants from the University of Texas prepared a report titled "Analysis of Impediments to Fair Housing, Round Rock, Texas" (AI). This document provided a comprehensive review of the City's administrative and judicial policies. This study's assessment of the location, availability, and accessibility of housing will assist in planning to address impediments to fair and affordable housing. This analysis profiled the housing market in Round Rock, addressed housing affordability, physical condition of housing stock, and public housing. Barriers to affordable housing identified through the City's citizen participation process were:

- Lack of options
- Lack of transitional support, assistance needed for move-in costs/deposits
- Land prices
- Lack of community involvement and creativity in problem solving
- Negative neighborhood perception regarding low income housing
- Lack of public transportation

Identified policies impacting the development of affordable housing included the following:

- Inflexible development standards
- Lack of incentives for developers to construct affordable housing
- High development fees

The City of Round Rock CDBG staff refers anyone needing to file a housing discrimination complaint or needing information on fair housing to the Austin Tenants Council. The Austin Tenants Council Fair Housing Program helps any person who has been discriminated against in the rental, sale, financing or appraisal of housing. The state and federal Fair Housing Act prohibits discrimination because of a person's race, color, national origin, religion, sex, disability (mental or physical) or familial status. The Fair Housing Program documents and investigates complaints; provides advice about remedies under fair housing laws, and coordinates legal services to assist victims of housing discrimination. The Fair

Housing Program provides fair housing seminars and presentations to interested parties.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The CDBG staff will strategize with internal departments to develop strategies that will assist in the removal of barriers to affordable housing. The CDBG staff will enlist industry and subject matter experts to brainstorm ideas in developing a comprehensive plan for affordable housing.

### **Discussion**

The City of Round Rock former Mayor, Alan McGraw and City Council proclaimed April 2017 as Fair Housing Month. A proclamation was signed for the CDBG office to display.



## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

The City of Round Rock will continue to work with partners in the region to improve the housing and employment opportunities for low and moderate income persons and other special populations.

### **Actions planned to address obstacles to meeting underserved needs**

Despite ongoing efforts, there still remains a number of significant obstacles to meeting underserved needs. The following obstacles to meeting these needs in Round Rock include:

- Population growth
- Cut backs in state and federal funding for basic needs and services
- High cost of housing
- Need for transportation to existing services and childcare available services

To address these needs, the City of Round Rock dedicated CDBG funds to the following:

- Round Rock Area Serving Center for the purchase and distribution of food and to provide rent and mortgage assistance
- Round Rock Housing Authority to pay for partial salaries for the resident services coordinator/facilitator and teachers at the Neighborhood Outreach Center (NOC) at the Round Rock Housing Authority.

### **Actions planned to foster and maintain affordable housing**

The City of Round Rock will support two programs in FY 17 (2017-2018) that support affordable housing. These include the housing assistance program through the Round Rock Area Serving Center (RRASC) to assist residents with rent or mortgage at \$100 a household, and a program through Habitat for Humanity for the minor home repair of low income residents of Round Rock up to \$10,000 per unit. Funds will be spent on the purchase of materials and volunteers will do the actual home repairs. A plumber or electrician will be hired if needed.

Habitat for Humanity will be funded by FY13 CDBG funds.

### **Actions planned to reduce lead-based paint hazards**

The CDBG program has procedures in place to comply with the Residential Lead Based Paint Hazard

Reduction Act of 1992 (Title X) and subsequent changes in September 1999. These procedures include notification, identification, and treatment (if necessary).

Most of the development in Round Rock occurred after the use of the lead based paint was banned. HUD estimates that as many as 540 housing units in Round Rock built prior to 1978 and occupied by extremely low, low and moderate income households could contain lead-based paint.

### **Actions planned to reduce the number of poverty-level families**

The City's anti-poverty strategy is based on attracting a range of businesses and providing workforce development including job training services for low income residents.

Planned economic development and anti-poverty programs include:

- Friendly Rock Program to assist residents with utility bills
- Food Pantry Program provides residents access to food
- Foundation Communities Tax Center provides free tax preparation
- YMCA provides after school and summer scholarship dollars to low and moderate income families in Round Rock

### **Actions planned to develop institutional structure**

The City relies on a network of public sector, private sector, and non-profit organizations to implement the Strategic Plan, particularly to address homelessness and special needs.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

In an effort to enhance coordination between public and private housing and social service agencies, the City of Round Rock CDBG staff will continue to attend the Williamson County Monthly Networking Meetings. These meetings are held the first Tuesday of every month at the Alan R. Baca Senior Center. Collaboration and coordination between agencies is important to ensure that the needs in the community are being addressed.

### **Discussion**

The City of Round Rock, Office of Community Development is responsible for the administration of the City's programs funded with CDBG funds. This office has the primary responsibility for managing and implementing the City's affordable housing and infrastructure program, the Consolidated and Annual Plans and related documents.

The City of Round Rock has developed a monitoring system to ensure that the activities carried out in

the Plan are done so in a timely manner in accordance with the federal monitoring requirements of [24 CFR 570.501 (v)] and [24 CFR 85.40] and all other applicable laws, regulations, policies and sound management and accounting practices.

Sub-recipients are monitored to ensure that they have implemented and administered their CDBG funded activities according to applicable federal requirements. Particular attention is paid to compliance with management systems, procurement practices and compliance with civil rights requirements.

When applicable, sub-recipients are required to submit copies of paid receipts, timesheets, income documentation, client data and self-certification forms with their monthly requests. This information is used to determine the number of unduplicated beneficiaries. Monthly reports are submitted by each sub-recipient enabling staff to monitor the progress of each activity, provide technical assistance or consultation when needed and to ensure that all objectives are met.

The City of Round Rock conducts monitoring of sub-recipients every program year during the summer. Particular attention is paid to compliance with eligibility and national objective requirements. The HUD monitoring checklist is used during these on-site monitoring visits. The monitoring visits are conducted by the CDBG Program Coordinator. Technical assistance is provided for sub-recipients at the beginning of the program year and anytime during the program year upon request.

Throughout the year, staff conducts mini desk reviews of all sub-recipients. Sub-recipients are required to submit monthly progress reports and reimbursement requests by the 15th of every month. This allows the City to monitor the sub-recipient's progress and spending on a monthly basis.

The City of Round Rock Office of Community Development maintains an open door policy for all agencies and frequent unofficial visits are made at participating agencies throughout the year.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	6,663
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>6,663</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

#### Discussion

## Attachments

# Citizen Participation

## Public Notices

1. Notice of Applications for Funding
2. Needs Assessment Public Hearing
3. Notice of 30 Day Comment Period Public Hearing



**NOTICE of APPLICATIONS FOR  
FUNDING  
ROUND ROCK COMMUNITY  
DEVELOPMENT BLOCK GRANT  
PROGRAM**

The City of Round Rock Community Development Block Grant (CDBG) Program is now accepting applications for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018. Applicants with programs and projects specifically designed to meet the CDBG Program objectives and high priority needs are encouraged to obtain an application at the Community Development Office located at 221 East Main Street Round Rock, Texas or at [www.roundrocktexas.gov](http://www.roundrocktexas.gov) starting Friday, February 17, 2017 or by calling (512) 341-3328. The deadline for submission of applications and related materials is Friday, March 17, 2017 by 4:00P.M.

**\*Technical assistance will be provided to applicants upon request.**

The City's 2017-2018 allocation is estimated to be \$572,999.

If you have any questions, please call the Community Development Office at (512) 341-3328.

2-16/2017 #706485

**PFLUGERVILLE PFLAG & ROUND ROCK  
LEADER**

STATE OF TEXAS

COUNTY OF TRAVIS & WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for the Counties of Travis & Williamson, State of Texas, on this day personally appeared Alejandro Cado. Advertising Agent of the PFLUGERVILLE PFLAG & ROUND ROCK LEADER, which are newspapers of general circulation published in the counties of Travis & Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement: the following date(s), CITY OF ROUND ROCK CDBG DEPT., first date of Publication 02/15/2017, last date of Publication 02/16/2017, web and print times Published 2, Legal Notices, 1 X 32.

PY 17/18 App Notice

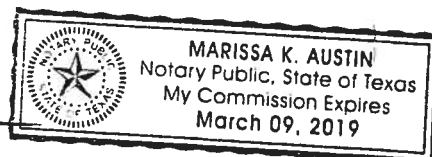
Ad ID: 1386738

Ad Cost: 202.88

SWORN AND SUBSCRIBED TO BEFORE ME, on  
02/20/2017

*Marissa K. Austin*

Notary Public



# NEEDS ASSESSMENT PUBLIC HEARING NOTICE CITY OF ROUND ROCK

The City of Round Rock will hold a public hearing for the purpose of soliciting comments for the Community Development Block Grant (CDBG) Program. Comments received will be considered for the City of Round Rock 2017-2018 Annual Action Plan. Interested parties are encouraged to attend and make their views known. The Public Hearing will be as follows:

Thursday, March 9, 2017 at 7:00 PM  
City Hall - Council Chambers  
221 East Main Street  
Round Rock, Texas 78664

The City anticipates a proposed 2017 allocation of approximately \$372,999 for the Community Development Block Grant (CDBG) Program. Below is a partial list of eligible activities.

Public Facilities Needs	Infrastructure Improvement Needs
Senior Centers	Flood Drain Improvements
Youth Centers	Water Improvements
Neighborhood Facilities	Sewer Improvements
Parks and Recreation Facilities	Street Improvements
Health Facilities	Accessibility
Child Care Centers	Economic Development Needs
Parking Facilities	Technical Assistance
Public Service Needs	Lead Based Paint/Hazard Abatement
Senior Services	Code Enforcement
Handicapped Services	Emergency Shelter Needs
Youth Services	Housing Needs
Child Care Services	Community Planning

Accommodations for individuals with handicaps shall be provided upon request. Las presentaciones se harán en español para aquellas personas que así lo deseen. For more information, please visit the Community Development Department Office, 221 East Main Street Round Rock, TX or call (512) 341-3328. Written comments may be forwarded to: Rayneisha Huddell, CDBG Coordinator

City of Round Rock  
221 East Main Street, Round Rock, TX 78664  
(512) 341-3328  
rhuddell@roundrocktexas.gov

## POSTING CERTIFICATION

I certify that this notice of a public hearing was posted on this 22nd day of February 2017 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

## ROUND ROCK LEADER

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for the County of Williamson, State of Texas, on this day personally appeared Alejandro Cado.

Advertising Agent of the ROUND ROCK LEADER, which is a newspaper of general circulation published in the county of Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement: the following date(s), CITY OF ROUND ROCK CDBG DEPT., first date of Publication 02/23/2017, last date of Publication 02/23/2017, web and print times Published 1, Legal Notices, 2 X 5.

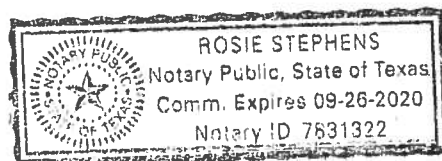
PY 17/18 Needs Assessment Public Notice

Ad ID: 1386778

Ad Cost: 137.50

SWORN AND SUBSCRIBED TO BEFORE ME, on  
02/27/2017

Notary Public





## AVISO DE AUDENCIA PÚBLICA PARA EVALUACIÓN DE LAS NECESIDADES CIUDAD DE ROUND ROCK

La Ciudad de Round Rock tendrá una audiencia pública con el propósito de solicitar comentarios para el Programa de Desarrollo Comunitario (CDBG). Los comentarios recibidos serán considerados para la Plan de Acción anual 2017-2018 de la Ciudad de Round Rock.

La audiencia pública será el siguiente: **Jueves, 9 de Marzo 2017 a las 7:00 P.M.**  
City Hall – Council Chambers  
221 East Main Street  
Round Rock, Texas 78664

La Ciudad anticipa a una asignación de \$572,999 para el Programa de Desarrollo Comunitario (CDBG). A continuación se muestra una lista parcial de las actividades elegibles.

<b>Necesidades de Instalaciones Públicas</b> Centros de Personas Mayores Centros Juveniles Centros del Barrio Parques y Recreación Instituciones de Salud Centros de Cuidado Infantil Facilidades de Estacionamiento	<b>Necesidades de Infraestructura</b> Mejoras de Drenaje de Inundaciones Mejoras de Agua y Alcantarillado Mejoras de la Calle Accesibilidad Necesidades de Desarrollo Económico Asistencia Técnica
<b>Necesidades de Servicios Públicos</b> Servicios para Personas Mayores Servicios para discapacitados Servicios para la Juventud	<b>Necesidades Refugios de Emergencia</b> Necesidades de Vivienda Planificación de la Comunidad

Accommodations para personas incapacitadas deberán ser disponibles bajo petición.  
Las presentaciones se harán en español para aquellas personas que así lo deseen.  
Para obtener más información or para enviar comentarios escritos, por favor visite la Oficina del Departamento de Desarrollo Comunitario, 221 East Main Street Round Rock, TX 78664 or llame a Rosebeth Rudell al (512) 341-3328 or por correo electrónico [rrudell@roundrocktx.gov](mailto:rrudell@roundrocktx.gov)

**CERTIFICATION DE REGISTRO**  
Certifico por este aviso de una audiencia pública fue publicada el día 22 de Febrero 2017 a las 5:00 p.m. como lo requiere la ley, de conformidad con la Sección 551.043 del Código de Gobierno de Texas.

ORIGINAL FIRMADO  
Sara L. White, TRMC City Clerk

## ROUND ROCK LEADER STATE OF TEXAS COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for the County of Williamson, State of Texas, on this day personally appeared Alejandro Cado, Advertising Agent of the ROUND ROCK LEADER, which is a newspaper of general circulation published in the county of Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement: the following date(s), CITY OF ROUND ROCK CDBG DEPT., first date of Publication 02/23/2017, last date of Publication 02/23/2017, web and print times Published 1, Legal Notices, 2 X 5.

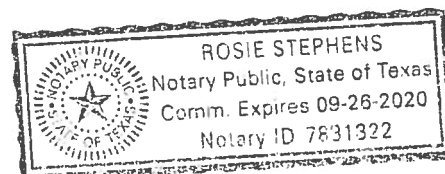
SPANISH - PY 17/18 Needs Assessment Public Notice

Ad ID: 1386785

Ad Cost: 137.50

SWORN AND SUBSCRIBED TO BEFORE ME, on  
02/27/2017

Notary Public





Austin American Statesman austin360 aahora si

# PROOF OF PUBLICATION STATE OF TEXAS

## PUBLIC NOTICE

Before me, the undersigned authority, a Notary Public in and for the County of Williamson, State of Texas, on this day personally appeared Alejandro Cado, Advertising Agent of the Round Rock Leader, which is a newspaper of general circulation published in the county of Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement: the following date(s), , first date of Publication 05/06/2017, last date of Publication 05/06/2017, web and print times Published 1, Legal ads 6 C.

ROUND ROCK, CITY OF  
221 E MAIN ST  
ROUND ROCK, TX 78664-5271

Signed

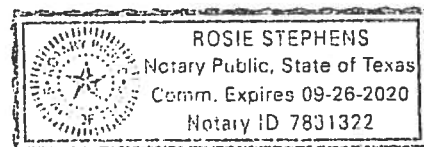
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 31st day of May, 2017 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)

Please see Ad on following page(s)



## NOTICE OF 30 DAY COMMENT PERIOD AND PUBLIC HEARING DRAFT CONSOLIDATED ANNUAL ACTION PLAN FISCAL YEAR 2017-2018

In order to receive certain grants from the U.S. Department of Housing and Urban Development (HUD), the City of Round Rock must submit a Consolidated Annual Action Plan to HUD which describes community needs, resources, priorities and proposed activities with regard to housing, community development, economic development and public services. The plan is due to the U.S. Department of Housing and Urban Development on August 15, 2017. In Fiscal year 2017-2018, the City of Round Rock anticipates to receive approximately \$572,999 through the Community Development Block Grant (CDBG) program upon final federal budget approval.

The Draft Consolidated Annual Action Plan will be available for public review and written comment beginning May 9, 2017 until June 7, 2017 at 5 p.m. at the office of community development at the address below, at the Round Rock Public Library at 216 East Main St., at the Alan R. Baca Senior Center at 301 W. Bagdad Ave., Round Rock Housing Authority 1505 Lance Lane, and on the city website at [www.roundrocktexas.gov](http://www.roundrocktexas.gov). A public hearing will be held to receive comments. All interested persons are invited to attend at the location and time listed below.

Thursday, June 8, 2017  
City Council Meeting  
City Council Chambers  
221 East Main Street  
Round Rock, TX 78664  
Time: 7:00 PM

This hearing is sponsored by the Office of Community Development. For more information concerning the hearing, please contact the Community Development office, Monday through Friday between 8:00 a.m. and 5:00 p.m. at 341-3328 (voice) or 711 (TDD).

The City of Round Rock is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 218-5491 (voice) or 711 (TDD) for assistance. For a sign language interpreter, please call Raynesha Hudnell at 341-3328 at least 24 hours in advance.

The City does not discriminate based on disability in the admission or access to, or treatment or employment in, its programs and activities. The City Human Resources Department has been designated as the City's ADA/Section 504 Office. This office is located at 231 East Main Street, 1st Floor. If you have any questions or complaints regarding your ADA/Section 504 Rights, please call the City of Round Rock Human Resources Office at 318-5643 (voice).

This publication is available in alternative formats. Please call 218-3295 (voice) or 711 (TDD) for assistance.

### POSTING CERTIFICATION

I certify that this notice of a public hearing was posted on this 5<sup>th</sup> day of May 2017 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

Date of Publication: Saturday, May 6, 2017

## AVISO DE 30 DÍAS DE PERÍODO DE COMENTARIOS Y LA AUDIENCIA PÚBLICA CDBG PLAN ANUAL DE ACCIÓN DEL AÑO FISCAL 2017-2018

Para recibir la concesión de subvenciones del Departamento de Vivienda y Desarrollo Urbano (HUD), la Ciudad de Round Rock debe presentar una plan de acción anual de HUD, que describe las necesidades de la comunidad, recursos, prioridades y actividades propuestas en materia de vivienda, comunidad y desarrollo, el desarrollo económico y los servicios públicos. El plan se debe al Departamento de Vivienda y Desarrollo Urbano de EE.UU. el 15 de Agosto de 2017. En el año fiscal 2017-2018, se espera que la Ciudad de Round Rock va a recibir aproximadamente \$ 572,999 a través del programa de Desarrollo de la Comunidad (CDBG) sobre aprobación de presupuesto federal. El Plan de Acción Anual Consolidado estará disponible para su revisión y comentarios por escrito a partir del 9 de Mayo de, el año 2017 hasta el 7 de Junio de, 2017 a las 5 pm en la oficina de desarrollo de la comunidad en la dirección indicada más abajo, en la Biblioteca Pública de Round Rock en 216 East Main St., en el Centro de Mayores Alan R. Baca en el 301 W. Bagdad Ave., Autoridad de Vivienda de Round rock 1505 a Lance Lane, y en el sitio de la ciudad en [www.roundrocktexas.gov](http://www.roundrocktexas.gov). Una audiencia pública se llevará a cabo para recibir comentarios. Todas las personas interesadas están invitados a participar en el lugar y hora indicados a continuación:

Jueves, 8 de Junio 2017  
City Council Meeting  
City Council Chambers  
221 East Main Street  
Round Rock, TX 78664  
Hora: 7:00 PM

Esta audiencia es patrocinado por la Oficina de Desarrollo de la Comunidad. Para obtener más información relativa a la audiencia, por favor, póngase en contacto con la oficina de Desarrollo de la Comunidad, de lunes a viernes 08 a.m.-05:00 p.m. a 341 a 3328 (voz) o 711 (TDD). La Ciudad de Round Rock está comprometida con el cumplimiento de los Americanos con Discapacidades (ADA) y la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada. modificaciones razonables e igual acceso a comunicaciones disponibles bajo petición. Por favor, llame al 218-5491 (voz) o 711 (TDD) para obtener ayuda. Para un intérprete de lenguaje de signos, por favor llame al 341-3328 Raynesha Hudnell al menos 24 horas de antelación. Round Rock no discrimina sobre la base de la discapacidad en la admisión o acceso a, o tratamiento o empleo en sus programas y actividades. El Departamento de Recursos Humanos de la ciudad ha sido designada como ADA / Sección 504 Oficina de la Ciudad. Esta oficina está ubicada en 231 East Main Street, primer piso. Si usted tiene alguna pregunta o queja con respecto a su ADA / Sección 504 Derechos, por favor llame a la Ciudad de la Oficina de Recursos Humanos de Round Rock en 318-5643 (voz). Esta publicación está disponible en formatos alternativos. Por favor, llame al 218-3295 (voz) o 711 (TDD) para obtener ayuda.

### CERTIFICACION DE DESPLAZAMIENTO

Certifico que este aviso de una audiencia pública fue publicada hoy 5 de Mayo, 2017 a 5:00 pm como lo requiere la ley de conformidad con la Sección 551.043 del Código de Gobierno de Texas.

/Original firmado/

Sara L. White, TRMC, Secretario de la Ciudad

Fecha de publicación: Sábado, 6 de mayo de, el año 2017

## **Notice of 30 Day Comment Period and Public Hearing Draft Consolidated Annual Action Plan Fiscal Year 2017-2018**

In order to receive certain grants from the U.S Department of Housing and Urban Development (HUD), the City of Round Rock must submit a Consolidate Annual Action Plan to HUD which describes community needs, resources, priorities and proposed activities with regard to housing, community development, economic development and public services. The plan is due to the U.S. Department of Housing and Urban Development on August 15, 2017. In Fiscal year 2017-2018, the City of Round Rock anticipates to receive approximately \$572,999 through the Community Development Block Grant (CDBG) program upon final federal budget approval.

The Draft Consolidated Annual Action Plan will be available for public review and written comment beginning May 9, 2017 until June 7, 2017 at 5 p.m. at the office of community development at the address below, at the Round Rock Public Library at 216 East Main St., at the Alan R. Baca Senior Center at 301 W. Bagdad Ave., Round Rock Housing Authority 1505 Lance Lane, and on the city website at [www.roundrocktexas.gov](http://www.roundrocktexas.gov) . A public hearing will be held to receive comments. All interested persons are invited to attend at the location and time listed below:

**Thursday, June 8, 2017  
City Council Meeting  
City Council Chambers  
221 East Main Street  
Round Rock, TX 78664  
Time: 7:00 PM**

This hearing is sponsored by the Office of Community Development. For more information concerning the hearing, please contact the Community Development office, Monday through Friday between 8:00 a.m. and 5:00 p.m. at 341-3328 (voice) or 711 (TDD).

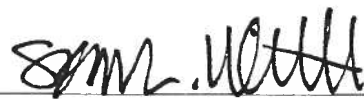
The City of Round Rock is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 218-5491 (voice) or 711 (TDD) for assistance. For a sign language interpreter, please call Raynesha Hudnell at 341-3328 at least 24 hours in advance.

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This publication is available in alternative formats. Please call 218-3295 (voice) or 711 (TDD) for assistance.

### **POSTING CERTIFICATION**

*I certify that this notice of a public hearing was posted on the 1<sup>st</sup> day of May 2017 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*



Sara L. White, TRMC, City Clerk

Date of Publication: Saturday, May 6, 2017

## **Aviso de 30 días de período de comentarios y la audiencia pública CDBG Plan Anual de Acción del año fiscal 2017-2018**

Para recibir la concesión de subvenciones del Departamento de Vivienda y Desarrollo Urbano (HUD), la Ciudad de Round Rock debe presentar una plan de acción anual de HUD, que describe las necesidades de la comunidad, recursos, prioridades y actividades propuestas en materia de vivienda, comunidad el desarrollo, el desarrollo económico y los servicios públicos. El plan se debe al Departamento de Vivienda y Desarrollo Urbano de EE.UU., el 15 de Agosto de 2017. En el año fiscal 2017-2018, se espera que la Ciudad de Round Rock va a recibir aproximadamente \$ 572,999 a través del programa de Desarrollo de la Comunidad (CDBG) sobre aprobación de presupuesto federal.

El Plan de Acción Anual Consolidado estará disponible para su revisión y comentarios por escrito a partir del 9 de Mayo de, el año 2017 hasta el 7 de Junio de, 2017 a las 5 pm en la oficina de desarrollo de la comunidad en la dirección indicada más abajo, en la Biblioteca Pública de Round Rock en 216 East Main St., en el Centro de Mayores Alan R. Baca en el 301 W. Bagdad Ave., Autoridad de Vivienda de Round rock 1505 a Lance Lane, y en el sitio de la ciudad en [www.roundrocktexas.gov](http://www.roundrocktexas.gov). Una audiencia pública se llevará a cabo para recibir comentarios. Todas las personas interesadas están invitados a participar en el lugar y hora indicados a continuación:

**Jueves, 8 de Junio 2017**

**City Council Meeting**

**City Council Chambers**

**221 East Main Street**

**Round Rock, TX 78664**

**Hora: 7:00 PM**

Esta audiencia es patrocinado por la Oficina de Desarrollo de la Comunidad. Para obtener más información relativa a la audiencia, por favor, póngase en contacto con la oficina de Desarrollo de la Comunidad, de lunes a viernes 08 a.m.-05:00 p.m. a 341 a 3328 (voz) o 711 (TDD).

La Ciudad de Round Rock está comprometida con el cumplimiento de los Americanos con Discapacidades (ADA) y la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada. modificaciones razonables e igual acceso a comunicaciones disponibles bajo petición. Por favor, llame al 218-5491 (voz) o 711 (TDD) para obtener ayuda. Para un intérprete de lenguaje de signos, por favor llame al 341-3328 Raynesha Hudnell al menos 24 horas de antelación.

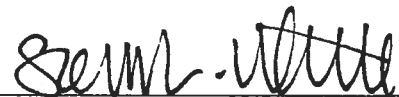
Round Rock no discrimina sobre la base de la discapacidad en la admisión o acceso a, o tratamiento o empleo en sus programas y actividades. El Departamento de Recursos Humanos de la ciudad ha sido designada como ADA / Sección 504 Oficina de la Ciudad. Esta oficina está ubicada en 231 East Main Street, primer piso. Si usted tiene alguna pregunta o queja con respecto a su ADA / Sección 504 Derechos, por favor llame a la Ciudad de la Oficina de Recursos Humanos de Round Rock en 318-5643 (voz).

Esta publicación está disponible en formatos alternativos. Por favor, llame al 218-3295 (voz) o 711 (TDD) para obtener ayuda.

### **CERTIFICACION DE DESPLAZAMIENTO**

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Certifico que este aviso de una audiencia pública fue publicada hoy 1 de Mayo, 2017 a 5:00 pm como lo requiere la ley de conformidad con la Sección 551.043 del Código de Gobierno de Texas.



Sara L. White, TRMC, Secretario de la Ciudad

Fecha de publicación: Sábado, 6 de mayo de, el año 2017

# AVISO DE AUDENCIA PÚBLICA PARA EVALUACIÓN DE LAS NECESIDADES

## CIUDAD DE ROUND ROCK

La Ciudad de Round Rock tendrá una audiencia pública con el propósito de solicitar comentarios para el Programa de Desarrollo Comunitario (CDBG). Los comentarios recibidos serán considerados para la Plan de Acción Anual 2017-2018 de la Ciudad de Round Rock.

La audiencia pública será el siguiente: **Jueves, 9 de Marzo 2017 a las 7:00 P.M.**

**City Hall – Council Chambers**

**221 East Main Street**

**Round Rock, Texas 78664**

La Ciudad anticipa a una asignación de \$572,999 para el Programa de Desarrollo Comunitario (CDBG). A continuación se muestra una lista parcial de las actividades elegibles.

<b>Necesidades de Instalaciones Públicas</b> Centros de Personas Mayores Centros Juveniles Centros del Barrio Parques y Recreación Instituciones de Salud Centros de Cuidado Infantil Facilidades de Estacionamiento	<b>Necesidades de Infraestructura</b> Mejoras de Drenaje de Inundaciones Mejoras de Agua y Alcantarillado Mejoras de la Calle <b>Accesibilidad</b> <b>Necesidades de Desarrollo Económico</b> Asistencia técnica
<b>Necesidades de Servicios Público</b> Servicios para Personas Mayores Servicios para discapacitados Servicios para la Juventud	<b>Necesidades Refugios de Emergencia</b> <b>Necesidades de Vivienda</b> <b>Planificación de la Comunidad</b>

Acomodaciones para personas incapacitadas deberán ser disponibles bajo petición.

Las presentaciones se harán en español para aquellas personas que así lo deseen.

Para obtener más información o para enviar comentarios escritos, por favor visite la Oficina del Departamento de Desarrollo Comunitario, 221 East Main Street Round Rock, TX 78664 o llame a Raynesha Hudnell al (512) 341-3328 o por correo electrónico [rhudnell@roundrocktexas.gov](mailto:rhudnell@roundrocktexas.gov)

### **CERTIFICATION DE REGISTRO**

*Certifico que este aviso de una audiencia pública fue publicada el día 24 de Febrero 2017 a las 5:00 p.m. como lo requiere la ley, de conformidad con la Sección 551.043 del Código de Gobierno de Texas.*



Sara L. White, TRMC, City Clerk

Fecha de publicación: miércoles, 22 de Febrero 2017

## NEEDS ASSESSMENT PUBLIC HEARING NOTICE

### CITY OF ROUND ROCK

The City of Round Rock will hold a public hearing for the purpose of soliciting comments for the Community Development Block Grant (CDBG) Program. Comments received will be considered for the City of Round Rock 2017-2018 Annual Action Plan. Interested parties are encouraged to attend and make their views known.

The Public Hearing will be as follows: **Thursday, March 9, 2017 at 7:00 P.M.**

**City Hall – Council Chambers**

**221 East Main Street**

**Round Rock, Texas 78664**

The City anticipates a proposed 2017 allocation of approximately \$572,999 for the Community Development Block Grant (CDBG) Program. Below is a partial list of eligible activities.

<b>Public Facilities Needs</b> Senior Centers Youth Centers Neighborhood Facilities Parks and Recreation Facilities Health Facilities Child Care Centers Parking Facilities	<b>Infrastructure Improvement Needs</b> Flood Drain Improvements Water Improvements Sewer Improvements Street Improvements <b>Accessibility</b> <b>Economic Development Needs</b> Technical Assistance
<b>Public Service Needs</b> Senior Services Handicapped Services Youth Services Child Care Services	<b>Lead Based Paint/Hazard Abatement</b> <b>Code Enforcement</b> <b>Emergency Shelter Needs</b> <b>Housing Needs</b> <b>Community Planning</b>

Accommodations for individuals with handicaps shall be provided upon request.

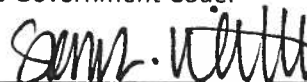
Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please visit the Community Development Department Office, 221 East Main Street Round Rock, TX or call (512) 341-3328. Written comments may be forwarded to: Raynesha Hudnell, CDBG Coordinator

City of Round Rock  
221 East Main Street  
Round Rock, TX 78664  
(512) 341-3328  
rhudnell@roundrocktexas.gov

#### POSTING CERTIFICATION

*I certify that this notice of a public hearing was posted on this 24<sup>th</sup> day of February 2016 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*



Sara L. White, TRMC, City Clerk

Date of Publication: Wednesday, February 22, 2016

# NOTICE of APPLICATIONS FOR FUNDING

## ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Round Rock Community Development Block Grant (CDBG) Program is now accepting applications for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018. Applicants with programs and projects specifically designed to meet the CDBG Program objectives and high priority needs are encouraged to obtain an application at the Community Development Office located at 221 East Main Street Round Rock, Texas or at [www.roundrocktexas.gov](http://www.roundrocktexas.gov) starting Friday, February 17, 2017 or by calling (512) 341-3328. The deadline for submission of applications and related materials is Friday, March 17, 2017 by 4:00 P.M.

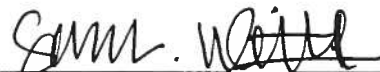
**\*Technical assistance will be provided to applicants upon request.**

The City's 2017-2018 allocation is estimated to be \$572,999.

If you have any questions, please call the Community Development Office at (512) 341-3328.

### POSTING CERTIFICATION

*I certify that this notice of a public hearing was posted on this 7<sup>th</sup> day of February 2017 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*



Sara L. White, TRMC, City Clerk

Publication date: Thursday, February 16, 2017

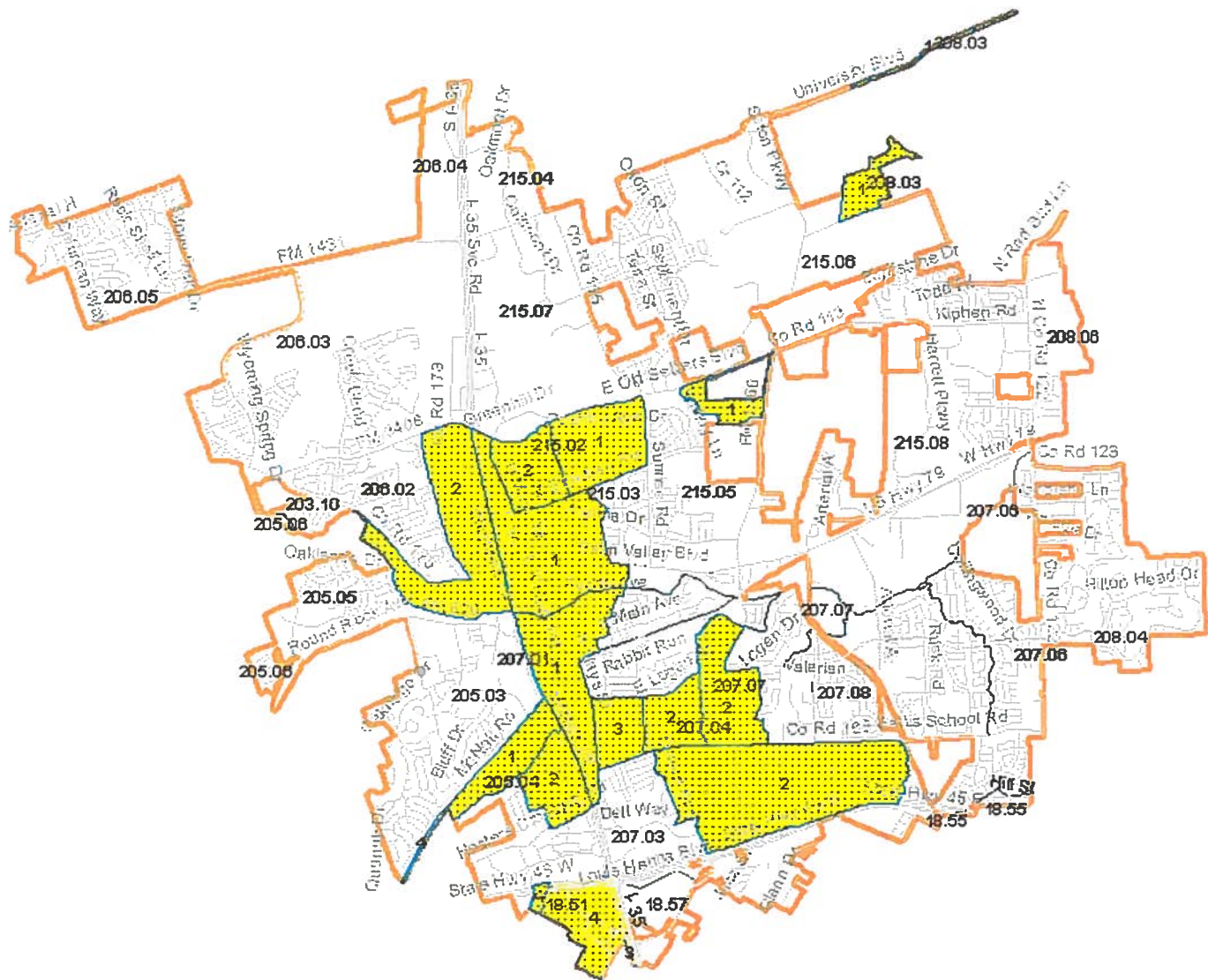


# Maps





1. City of Round Rock, Texas Maps
  - a. Map 1: Low- and Moderate -Income Areas
  - b. Map 2: Concentration of Ethnic Minorities
  - c. Map 3: Concentration of Racial Minorities
  
2. Public Services Location Map
  - a. CASA Court Advocacy for Abused or Neglected Children Program
  - b. Round Rock Housing Authority Neighborhood Outreach Center
  - c. Round Rock Area Serving Center – Food Pantry Program and Housing Assistance Program
  
3. Project Location Maps
  - a. 2017 Sidewalk Project- Chisholm Valley Subdivision
  - b. 2017 Park Improvement- Frontier Park

# City of Round Rock, Texas

### Map 1: Low- and Moderate- Income (LMI) Areas

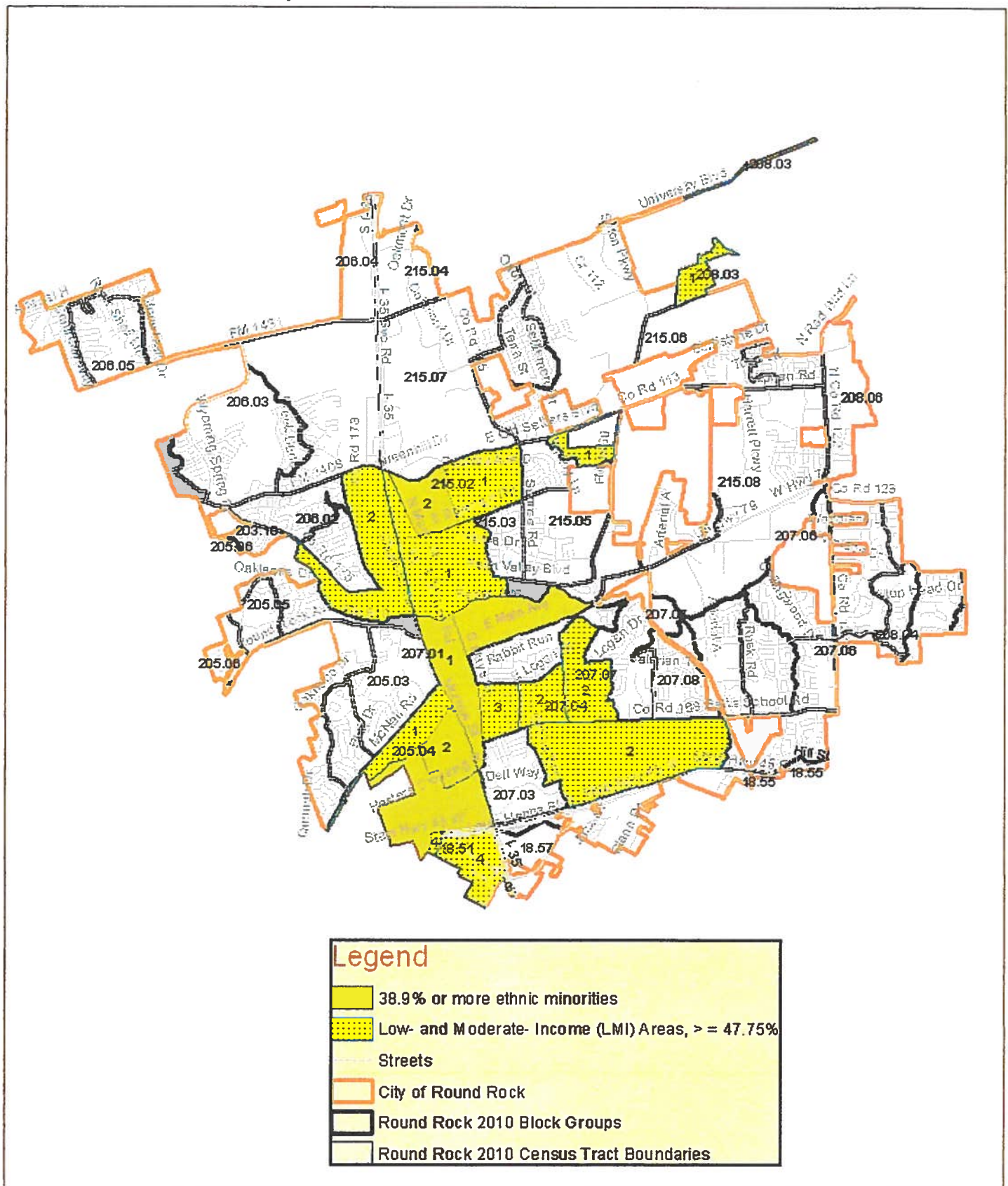


### Legend

-  Low- and Moderate- Income (LMI) Areas,  $\geq 47.75\%$   
 City of Round Rock  
 Round Rock 2010 Census Tract Boundaries  
 Streets

# City of Round Rock, Texas

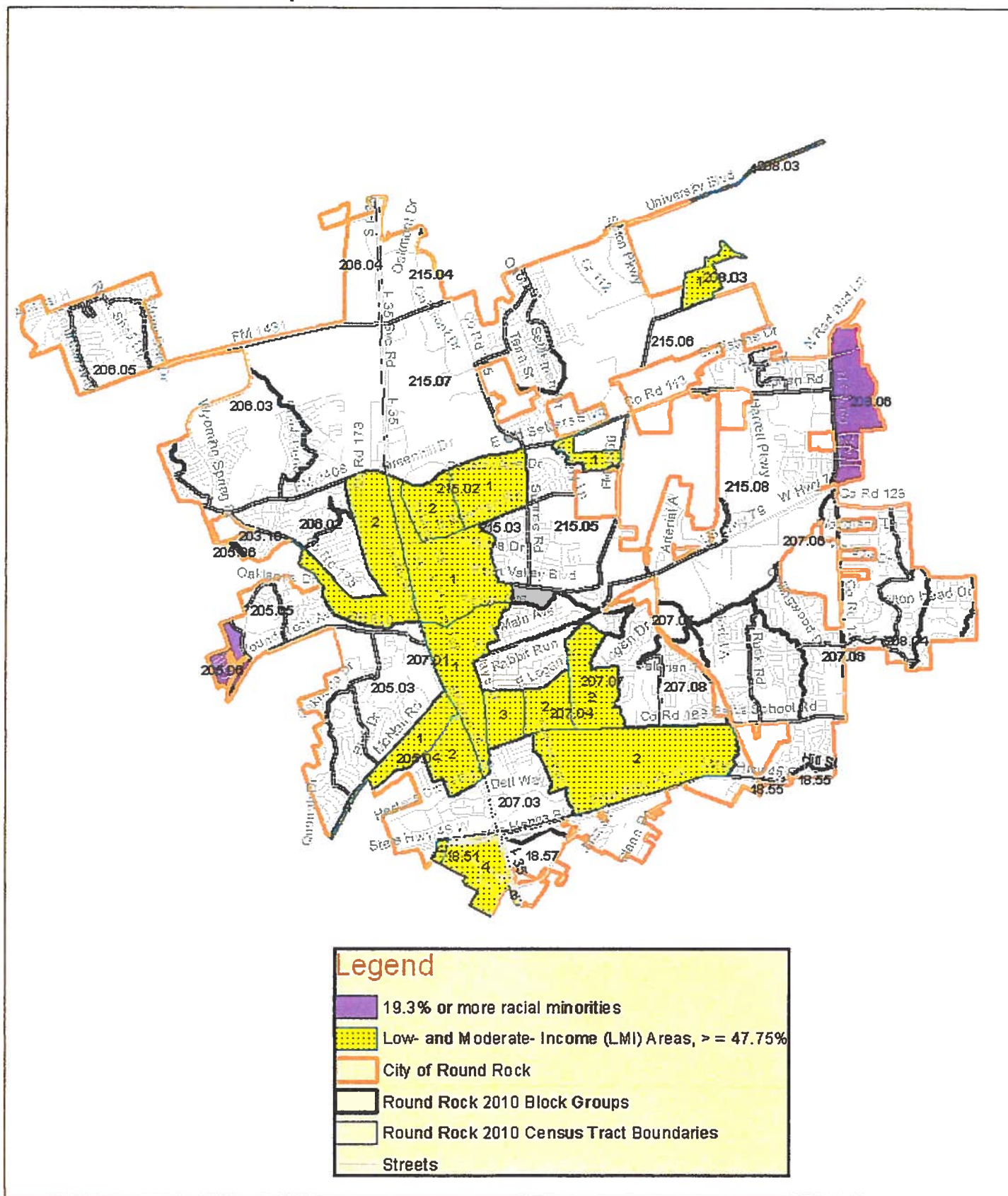
## Map 2: Concentration of Ethnic Minorities



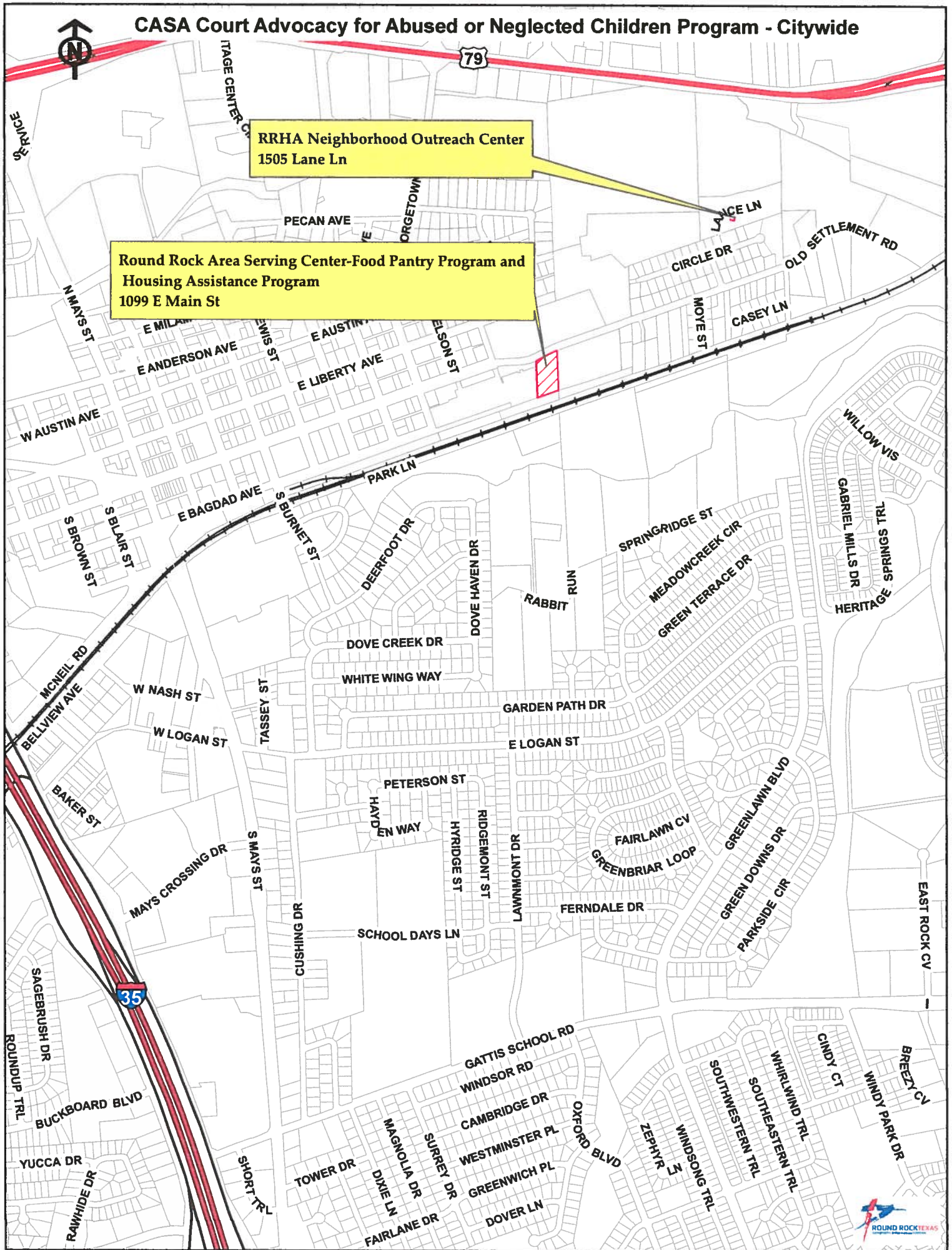


# City of Round Rock, Texas

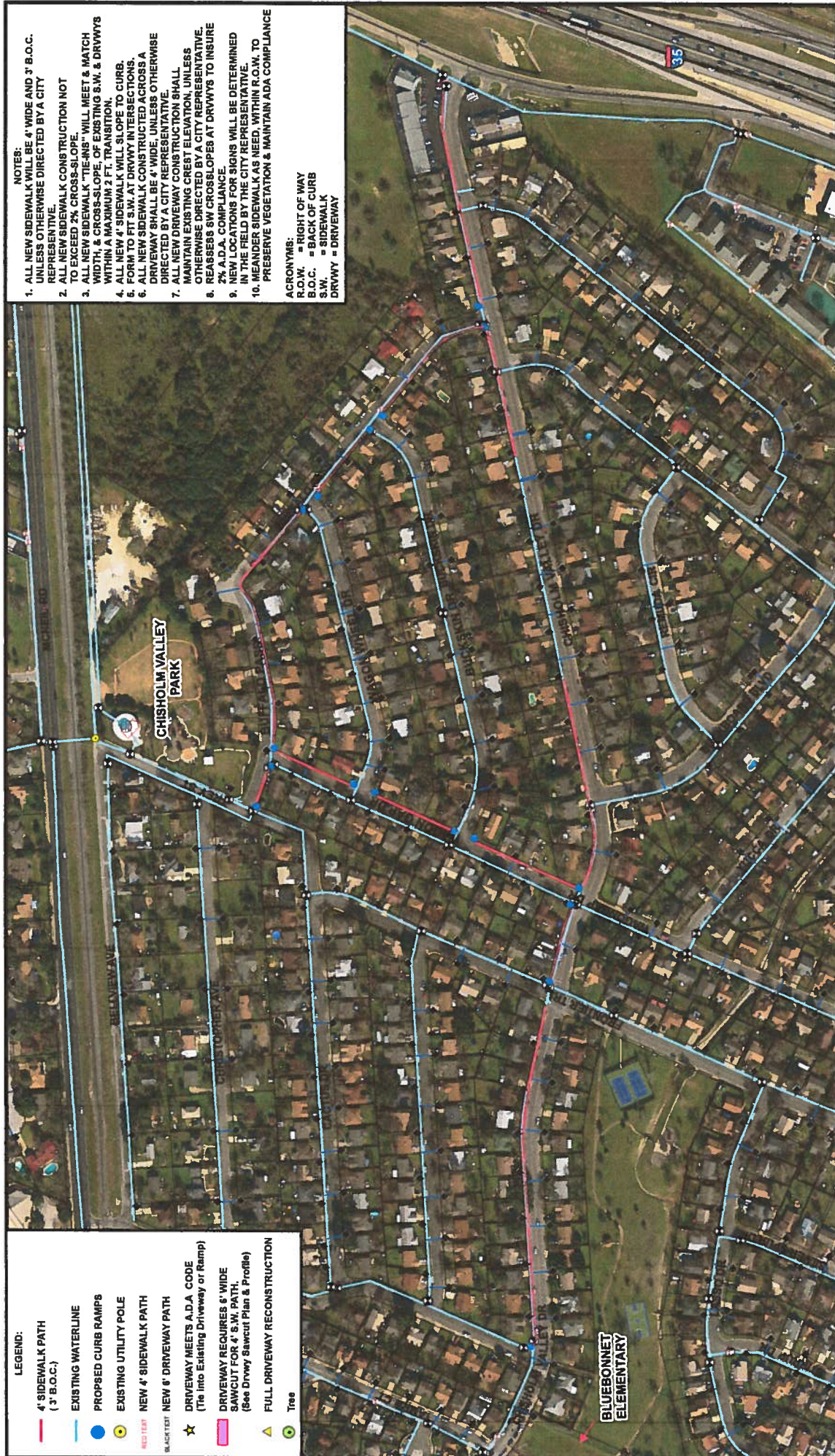
### Map 3: Concentration of Racial Minorities



**Round Rock Area Serving Center-Food Pantry Program and  
Housing Assistance Program  
1099 E Main St**







**LEGEND:**

- 4" SIDEWALK PATH (3" B.O.C.)
- EXISTING WATERLINE
- PROPOSED CURB RAMPS
- EXISTING UTILITY POLE
- NEW 4" SIDEWALK PATH
- NEW 6" DRIVEWAY PATH
- DRIVEWAY MEETS A.D.A. CODE (Tie into Existing Driveway or Ramp)
- DRIVEWAY REQUIRES 6" WIDE SAWCUT FOR 4" S.W. PATH. (See Driveway Sawcut Plan & Profile)
- FULL DRIVEWAY RECONSTRUCTION
- Tree

- NOTES:**
1. ALL NEW SIDEWALK WILL BE 4" WIDE AND 3" B.O.C. UNLESS OTHERWISE DIRECTED BY A CITY REPRESENTATIVE.
  2. ALL NEW SIDEWALK CONSTRUCTION NOT TO EXCEED 2% CROSS-SLOPE.
  3. ALL NEW SIDEWALK "TIE-INS" WILL MEET & MATCH WIDTH, & CROSS-SLOPE, OF EXISTING S.W. & DRIVEWAYS WITHIN A MAXIMUM 2 FT. TRANSITION.
  4. ALL NEW 4" SIDEWALK WILL SLOPE TO CURB.
  5. FORM TO FIT S.W. AT DRIVEWAY INTERSECTIONS.
  6. ALL NEW SIDEWALK CONSTRUCTED ACROSS A DRIVEWAY SHALL BE 4" WIDE, UNLESS OTHERWISE DIRECTED BY A CITY REPRESENTATIVE.
  7. ALL NEW DRIVEWAY CONSTRUCTION SHALL MAINTAIN EXISTING CREST ELEVATION, UNLESS OTHERWISE DIRECTED BY A CITY REPRESENTATIVE.
  8. REASSES SW CROSLOPES AT DRIVEWAYS TO INSURE 2% A.D.A. COMPLIANCE.
  9. NEW LOCATIONS FOR SIGNS WILL BE DETERMINED BY THE CITY REPRESENTATIVE.
  10. NEW SIDEWALK AS NEED, WITHIN 10' TO PRESERVE VEGETATION & MAINTAIN ADA COMPLIANCE
- ACRONYMS:**
- R.O.W. = RIGHT OF WAY
  - B.O.C. = BACK OF CURB
  - S.W. = SIDEWALK
  - DRWY = DRIVEWAY





Frontier Park Improvement Project Location Map



# Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☐ New  
☒ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

06/28/2017

**4. Applicant Identifier:**

City of Round Rock

**5a. Federal Entity Identifier:**

TX 484674

**5b. Federal Award Identifier:**

B17MC480514

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** City of Round Rock

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

74-6017485

**\* c. Organizational DUNS:**

1027407920000

**d. Address:**

**\* Street1:** 221 East Main Street

**Street2:**

**\* City:** Round Rock

**County/Parish:**

**\* State:** TX: Texas

**Province:**

**\* Country:** USA: UNITED STATES

**\* Zip / Postal Code:** 78664-5244

**e. Organizational Unit:**

**Department Name:**

Finance Department

**Division Name:**

Community Development

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:** **\* First Name:** Raynesha

**Middle Name:**

**\* Last Name:** Hudnell

**Suffix:**

**Title:** CDBG Coordinator

**Organizational Affiliation:**

**\* Telephone Number:** 512-341-3328

**Fax Number:**

**\* Email:** rhudnell@roundrocktexas.gov



## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant Program for Entitlement Communities

### \* 12. Funding Opportunity Number:

\* Title:

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

FY 2017-2018 Annual Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="605,539.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="605,539.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: 

\* Signature of Authorized Representative:

\* Date Signed:

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
Title

## **Specific Community Development Block Grant Certifications**

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2017-2018 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
Title

## Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

N/A

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

N/A

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **Emergency Solutions Grants Certifications**

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

N/A

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## CDBG PROGRAM YEAR 2017-2018 FUNDING RECOMMENDATIONS

AGENCY/DEPARTMENT	PROJECT DESCRIPTION	FUNDING RECOMMENDATION
CASA of Williamson County-Children Advocacy	Funds will be provided for personnel to pay partial salary of a Director of Recruitment and Volunteer who advocates for the abused or neglected children in court.	\$21,000
Round Rock Area Serving Center-Housing Assistance Program	Funds will be provided for housing and emergency shelter needs, help elderly maintain independence, help families avoid eviction and homelessness.	\$23,000
Round Rock Area Serving Center-Food Pantry	Funds will be provided to purchase food through the Capital Area Food Bank to provide food to indigent, low-income, homeless, and transient people.	\$23,000
Round Rock Housing Authority - Neighborhood Outreach Center	Funds will be provided for personnel and supplies for the Neighborhood Outreach Center.	\$18,950
City of Round Rock Transportation Department-Chisholm Valley Street Improvement Project	Funds will be provided to construct approximately 37,680 square feet of 4-foot-wide sidewalk along sections of the Chisholm Valley subdivision. The project will provide for a 4-foot sidewalk to be extended throughout the Chisholm Valley Neighborhood; specifically, the north side of Chisholm Valley Drive, the south side of Buffalo Pass and the east side of Wagon Gap Drive.	\$248,481.20
City of Round Rock PARD-Frontier Park Improvements	Funding will be provided for replacing existing amenities and new construction of park elements. Items to be replaced include existing trail, park pavilion, tennis court fencing and lighting system, and concrete sidewalks. Amenities to be constructed include a new walking trail and improvements to both pedestrian bridges. All park benches, picnic tables, drinking fountains, bike racks, and trash receptacles will be replaced or added as needed.	\$150,000
CDBG Program Administration	Funds will be used for the management and oversight of the CDBG program.	\$121,107.80
	<b>TOTAL:</b>	<b>\$605,539</b>



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.2**

---

**Title:** Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement for the Procurement of Consulting Services Related to Assessment of Fair Housing.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

**Dept Director:** Susan Morgan, CFO

**Cost:** \$25,000.00

**Indexes:** CDBG HUD Entitlement Grants

**Attachments:** Resolution, Exhibit A, Assessment of Fair Housing Contract Amounts

**Department:** Finance Department

---

### Text of Legislative File 2017-4625

The Affirmatively Furthering Fair Housing (AFFH) rule requires certain program participants to perform an Assessment of Fair Housing (AFH) using the HUD-provided Assessment Tool designed for use by a particular type of program participant. The AFH is an analysis of fair housing issues and contributing factors in a program participant's jurisdiction and region that results in goals that the program participant sets forth to achieve over the program participant's subsequent planning cycle. The AFH is replacing the Analysis of Impediments to Fair Housing Choice planning process.

Under the AFFH rule, the "AFH" (also referred to in the rule as an "assessment") means the analysis undertaken pursuant to 24 C.F.R. § 5.154 that includes an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals, and is conducted and submitted to HUD using the Assessment Tool. The AFH may be conducted and submitted by an individual program participant (individual AFH), or may be a single AFH conducted and submitted by two or more program participants (joint AFH) or two or more program participants, where at least two of which are Consolidated Plan program participants (regional AFH). 24 C.F.R. § 5.152 provides more information.

HUD encourages program participants to collaborate between and among Public housing agencies (PHAs), local governments, States, and Insular Areas to conduct and submit a single Assessment of Fair Housing (AFH), through either a joint or regional AFH.

The Community Development Department will partner with City of Austin (Lead Procurement), City of Pflugerville, Travis County, Williamson County, Austin Housing Authority, Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority and Travis Housing Authority.

The cost of the consulting services will be divided among each participant according to city size and program budget. Please see attachment for cost breakdown by city.

**Cost: \$25,000**

**Source of Funds: CDBG HUD Entitlement Grants**

## **RESOLUTION NO. R-2017-4625**

**WHEREAS**, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

**WHEREAS**, the City of Round Rock wishes to enter into an Interlocal Cooperation Agreement with the City of Austin, City of Pflugerville, Travis County, Williamson County, Housing Authority of the City of Austin, Housing Authority of the City of Georgetown, Housing Authority of the City of Round Rock, Housing Authority of the City of Taylor, and Housing Authority of Travis County for the procurement of consulting services related to an assessment of fair housing, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Cooperation Agreement for the Procurement of Consulting Services Related to an Assessment of Fair Housing, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

**INTERLOCAL COOPERATION AGREEMENT**  
**FOR THE PROCUREMENT OF CONSULTING SERVICES RELATED TO**  
**AN ASSESSMENT OF FAIR HOUSING**  
**BY AND AMONG**

**CITY OF AUSTIN, TEXAS, CITY OF ROUND ROCK, TEXAS, CITY OF  
PFLUGERVILLE, TEXAS, TRAVIS COUNTY, TEXAS, WILLIAMSON  
COUNTY, TEXAS, HOUSING AUTHORITY OF THE CITY OF AUSTIN,  
HOUSING AUTHORITY OF THE CITY OF GEORGETOWN, HOUSING  
AUTHORITY OF THE CITY OF ROUND ROCK, HOUSING AUTHORITY OF  
THE CITY OF TAYLOR, AND HOUSING AUTHORITY OF TRAVIS COUNTY**

This **INTERLOCAL COOPERATION AGREEMENT FOR THE PROCUREMENT OF CONSULTING SERVICES RELATED TO AN ASSESSMENT OF FAIR HOUSING BY AND AMONG CITY OF AUSTIN, TEXAS, CITY OF ROUND ROCK, TEXAS, CITY OF PFLUGERVILLE, TEXAS, TRAVIS COUNTY, TEXAS, WILLIAMSON COUNTY, TEXAS, HOUSING AUTHORITY OF THE CITY OF AUSTIN, HOUSING AUTHORITY OF THE CITY OF GEORGETOWN, HOUSING AUTHORITY OF THE CITY OF ROUND ROCK, HOUSING AUTHORITY OF THE CITY OF TAYLOR, AND HOUSING AUTHORITY OF TRAVIS COUNTY** (the "**Agreement**") is entered into by the following parties: the City of Austin, Texas, a municipal corporation and political subdivision of the state of Texas ("**Austin**"), the City of Round Rock, Texas, a municipal corporation and political subdivision of the state of Texas ("**Round Rock**"), the City of Pflugerville, Texas, a municipal corporation and political subdivision of the state of Texas ("**Pflugerville**"), Travis County, Texas, a political subdivision of the State of Texas ("**Travis County**"), Williamson County, Texas, a political subdivision of the State of Texas ("**Williamson County**"), the Housing Authority of the City of Austin ("**Austin HA**"), the Housing Authority of the City of Georgetown ("**Georgetown HA**"), the Housing Authority of the City of Round Rock ("**Round Rock HA**"), the Housing Authority of the City of Taylor ("**Taylor HA**"), and the Housing Authority of Travis County ("**Travis County HA**"). Collectively, Austin, Round Rock, Pflugerville, Travis County, Williamson County, Austin HA, Georgetown HA, Round Rock HA, Taylor HA, and Travis County HA shall be referred to as the "**Parties**," individually a "**Party**."

### RECITALS

Some of the Parties are participants in the federal Community Development Block Grant Program (the "**CDBG Program**") in the greater Austin area. Some of the Parties are administrators of the federal housing and/or Housing Choice Voucher (HCV) programs in the greater Austin area. From its inception, the Fair Housing Act and subsequent laws reaffirming its principles not only prohibited discrimination but also imposed a duty to affirmatively further fair housing on participants in the CDBG Program and administrators of the federal public housing and/or HCV program. The requirements to affirmatively



further fair housing are found at 24 CFR §§5.150 through 5.180 and direct program participants to submit an Assessment of Fair Housing to the United States Department of Housing and Urban Development (the “HUD”). The final rule establishes an integrated assessment and planning process to give program participants more effective means to affirmatively further the purposes of the Fair Housing Act.

The Assessment (defined below) is intended to inform and guide participants’ goal setting, priorities and strategies to fulfill their duty of affirmatively furthering fair housing. The Assessment is also intended to encourage joint and regional collaborations in identifying and addressing cross-jurisdictional housing challenges. For the purpose of evaluating fair housing issues and contributing factors, the Parties’ have identified Austin as the lead entity for the consultant procurement process and contractual management of one regional Assessment for the greater Austin area.

The Parties have the authority to enter into this Agreement through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

The Parties desire to combine their purchasing efforts in order to achieve greater efficiency and cost-savings to all entities; to minimize duplication and maximize efficiency by coordinating their efforts; and to eliminate multiple government solicitations and reduce related expenses.

Travis County and Williamson County have the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Sec. 81.028, and other statutes) and to provide for public health, education and information services (Texas Health and Safety Code Chapters 121 and 122, and other statutes) and desire to further those services through the information to be collected under the Assessment, thus achieving a public purpose.

Texas Local Government Code, Chapter 392 authorizes housing authorities established by municipalities and counties to enter into this Agreement.

In consideration of the agreements, covenants and payments set forth in this Agreement, the sufficiency of which are acknowledged, the Parties mutually agree to the following terms and conditions.

## AGREEMENT

### **1.0 DEFINITIONS.** In this Agreement,

1.01 **"Agreement Term"** means the Initial Term and/or any subsequent Renewal Term(s) or other period of time designated in writing as an Agreement Term by the Parties.

1.02 **"Austin Council"** means the City Council of the City of Austin.

responsible for Austin's administration of this Agreement and all matters pertaining to this Agreement.

3.02 **Insurance.** The Parties acknowledge and agree that each Party is self-insured and will cover the needs of each Party respectively, pursuant to applicable generally accepted business standards. Each Party shall require all subcontractors providing services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards. Austin's Risk Manager will determine and review the insurance requirements of any Consultant.

#### **4.0 SCOPE OF AGREEMENT**

4.01 **Purpose.** The Parties agree to work cooperatively to develop the terms of a mutually agreed Request for Qualifications which will be released and processed by Austin to procure the Consultant services necessary to perform the Assessment described in this Agreement in order to achieve cost savings and efficiencies by eliminating multiple government solicitations and reducing administrative and overhead costs of both suppliers and Parties. The Parties agree that the Assessment will provide information necessary for all Parties to better provide the services and activities which each entity is authorized to provide. The Assessment will meet all requirements set forth in the Fair Housing Act, as amended, the regulations of the act, the Affirmatively Furthering Fair Housing Rule released in 2015, and any other HUD guidelines.

4.02 **Applicable Law.** All procurement under this Agreement shall be conducted in accordance with all applicable statutes, ordinances, rules and regulations and policies that govern Austin's procurement practices.

##### **4.03 Solicitation.**

4.03.1 **Coordination.** Each Representatives will coordinate all procurement efforts under this Agreement with the Austin Department, primarily focused on the development of the Scope of Work.

4.03.2 **Notice.** The Austin Department shall provide the Representatives with notice of the initiation of the procurement process with sufficient time for each Representative to respond with input as to the particular procurement.

##### **4.03.3 Information.**

(a) **Opportunity to Provide Information.** Upon reasonable request by a Representative, and subject to convenience, each Representative shall have the opportunity to make available and provide information and requirements relating to the procurement which is the subject of this Agreement to the Austin Department upon notice that such procurement has been initiated.

1.03 **"Austin Department"** means Austin's Neighborhood Housing and Community Development Department or successor department or office.

1.04 **"Austin Purchasing Officer"** means Austin's Purchasing Office Officer, or the officer's successor or designee.

1.05 **"Austin Risk Manager"** means Austin's Risk Manager, or the manager's successor or designee.

1.06 **"Bid Specifications"** means the documents prepared by the City to solicit consultant(s) from whom to purchase services under this Agreement.

1.07 **"Travis Commissioners Court"** means the Commissioners Court of Travis County.

1.08 **"Consultant"** means the individual/company providing goods or services related to the Assessment under a contract entered into pursuant to this Agreement.

1.09 **"Fiscal Year"** means that time period which begins October 1 and ends on the next following September 30.

1.10 **"Assessment"** means the completion of the work described in this Agreement, including Austin's costs to procure the Consultant and administer the Consultant contract and this Agreement, and costs of the specific services provided and fees paid or payable in the contract with the Consultant.

1.11 **"Representative"** means each Parties' initially or subsequently authorized representative assigned by an authorized official of each Party to serve as the single point of contact to coordinate procurement of the Consultant with the Austin Department; individually, a **"Representative."**

## **2.0 TERM**

2.01 **Agreement Term.** This Agreement will commence when executed by all Parties, and terminate on the earlier of (a) HUD's acceptance of the Assessment, or (b) **31 August 2019.**

## **3.0 ADMINISTRATION AND SUPPORT**

3.01 **Administration and Issuance of Solicitation.** The Parties agree that Austin will be the Party issuing the solicitation and entering into the contract for the Assessment with the Consultant. The Austin's procurement policies and procedures will apply to this procurement. Austin designates the Austin Department as the department

(b) **Review.** Each Representative shall have the opportunity to review and comment on any procurement documents, including the Scope of Work, prior to release. Austin must not release any bid document until all Representatives have approved the content in writing. Parties will be given the opportunity to review and approve the final document, including all attachments, prior to release of the bid document, to ensure that all appropriate provisions required by each Representative have been included.

4.03.4 **Issuance Procedure.** Austin shall coordinate all procurement processes through the Austin Purchasing Officer, including the posting of advertisements and receiving of all responses. Copies of any advertisements and other related documents shall be provided to each Party in a timely manner.

4.03.5 **Review of Response(s).** The Austin Department shall provide opportunity for each Representative to have input concerning responses to the procurement issuance and final award of contract(s) as a result of that procurement process. Each Representative may assign one staff person to participate on the evaluation committee to determine the Consultant selected and in the negotiations of the final contract. Austin must not award a contract under this Agreement until all Representatives have agreed in writing on the Consultant to be awarded the contract and the terms of that contract.

4.03.6 **Materials and Publications.** The Parties agree that any publications or other materials produced pursuant to this Agreement and the resulting Assessment will be jointly owned by all Parties. All Parties and the Consultant will comply with the applicable standard patent rights clauses in 37 Code of Federal Regulations, Section 401.13 or Federal Acquisition Regulations, Section 52.227.1. All reports, charts, schedules, or other materials submitted by Consultant under the terms of this Agreement, and all work performed under this Agreement shall be the property of all Parties. Any Party may publish the results of this Agreement performance at their own expense. Any publication or other use shall include acknowledgement of any support received from the other Parties and the appropriate reference to any copyright. Subject to rights of third parties and compliance with confidentiality or privacy laws, each Party hereby grants the other Parties an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise and make disposition of, prepare derivative works from, distribute to the public, to perform and display publicly, for or on behalf of that Party according to law, any material (including software) that may be developed as part of the work under this Agreement, provided that it is an original work of authorship under the U. S. Copyright Act.

#### 4.04 **Assessment Costs and Payment.**

4.04.1 **Joint Costs.** Parties agree to share the costs for the Assessment's Consultant fees as stated more particularly below. Each Party will make payments

lessor of: (i) **1.0%** of the total actual costs of the Assessment, or (ii) **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)**.

4.04.2.9 Housing Authority of City of Taylor Costs. Subject to Section 4.04.1 above, Taylor HA agrees to reimburse Austin the lessor of: (i) **1.7%** of the total actual costs of the Assessment, or (ii) **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**.

4.04.2.10 Housing Authority of Travis County Costs. Subject to Section 4.04.1 above, Travis County HA agrees to reimburse Austin the lessor of: (i) **8.5%** of the total actual costs of the Assessment, or (ii) **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**.

4.04.3 Payment. Each Party shall make payments for a final invoice for performance of governmental functions and services under this Agreement and the resulting Consultant contract from current revenue funds available to each Party and set aside for this purpose. The Parties agree that the payment made under this Contract is in an amount that will fairly compensate Austin for services provided, either directly by Austin or indirectly by subcontract. Each Party will pay Austin within forty-five (45) calendar days of receipt of a full and complete invoice for services provided by Austin and Consultant under this Agreement.

4.04.4 Invoice Content. The invoice will show, at a minimum:

- (i) total costs billed by Consultant,
- (ii) Austin's services provided related to those costs,
- (iii) amount paid or obligated to be paid by Austin; and
- (iv) amount due from each Party based on the prorated percentage share each Party is obligated to pay, subject to each Party's maximum payment amount, all as set forth in Section 4.04.2 of this Agreement.

4.05 Monitoring. Each Party shall allow the regular monitoring of operation of any services provided pursuant to this Agreement by the other Parties; and each Party shall have the right to conduct periodic on-site monitoring of the other's compliance with the terms of this Agreement. Monitoring by any Party shall be accomplished with as little disruption to the operation of the other Party as possible. After any monitoring visit, a written report may be provided if any deficiencies are noted, with provision for correction of such deficiencies within thirty (30) calendar days of receipt of such notice.

## **5.0 RETENTION AND ACCESSIBILITY OF RECORDS**

5.01 Austin Retention. Unless otherwise specified herein, Austin shall maintain all fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principles and procedures for governmental organizations is completed and all

of those costs from current revenues available to each Party. The Parties agree that the total cost of the Assessment will not exceed **TWO HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$293,000.00)**, with each Party paying a specific prorate amount based on the percentages and not to exceed the maximum amounts which are both set forth in Section 4.04.2.

4.04.2 Share of Total Costs. Each Party is obligated to pay the following amounts:

4.04.2.1 City of Austin Costs. Austin agrees to pay the lessor of: (i) **25.6%** of the total actual costs of the Assessment, or (ii) **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**.

4.04.2.2 City of Pflugerville Costs. Subject to Section 4.04.1 above, Pflugerville agrees to reimburse Austin the lessor of: (i) **8.5%** of the total actual costs of the Assessment, or (ii) **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**.

4.04.2.3 City of Round Rock Costs. Subject to Section 4.04.1 above, Round Rock agrees to reimburse Austin the lessor of: (i) **8.5%** of the total actual costs of the Assessment, or (ii) **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**.

4.04.2.4 Travis County Costs. Subject to Section 4.04.1 above, Travis County agrees to reimburse Austin the lessor of: (i) **20.5%** of the total actual costs of the Assessment, or (ii) **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**.

4.04.2.5 Williamson County Costs. Subject to Section 4.04.1 above, Williamson County agrees to reimburse Austin the lessor of: (i) **11.9%** of the total actual costs of the Assessment, or (ii) **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)**.

4.04.2.6 Housing Authority of the City of Austin Costs. Subject to Section 4.04.1 above, Austin HA agrees to reimburse Austin the lessor of: (i) **11.9%** of the total actual costs of the Assessment, or (ii) **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)**.

4.04.2.7 Housing Authority of City of Georgetown Costs. Subject to Section 4.04.1 above, Georgetown HA agrees to reimburse Austin the lessor of: (i) **1.7%** of the total actual costs of the Assessment, or (ii) **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**.

4.04.2.8 Housing Authority of City of Round Rock Costs. Subject to Section 4.04.1 above, Round Rock HA agrees to reimburse Austin the

questions arising from it are resolved satisfactorily or four (4) years from after the end of the Agreement period, whichever occurs later.

5.02 **Access.** Subject to applicable laws, Austin shall give the other Parties, or any Party's duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Austin pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by Austin.

5.03 **Representatives to Contract.** An authorized official of each Party must deliver within thirty (30) calendar days following execution of this Agreement in writing to the Austin Department the name, title, and contact information of the Party's Representative. The Austin Department upon receipt will distribute to all Parties an initial or updated list of the Parties and the contact information for each Parties' Representative.

5.04 **Access/Claims.**

5.04.1 **Notice.** If there is any incident in which claims are made against any Party or Party's employee, as a result of the activities performed under this Agreement, the Party against whom the claim is made shall give each Representative or their designees full and reasonable access to and the right to examine documentation related to this matter at reasonable times and for reasonable periods with these rights to access continuing until all claims are resolved or three years after the termination of this Agreement, whichever is later.

5.04.2 **Address.** The address for notice provided under this Section 5.05 shall be delivered either personally or by mail and shall be directly sent to the address set forth in Section 11.0 of this Agreement.

5.05 **Exclusions.** The Parties agree that the terms of Section 5.0, "Retention and Accessibility of Records," and Section 6.0, "Audit," specifically exclude the required disclosure by any Party of confidential information, including attorney work product and/or attorney/client communication.

threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 11.0 of this Agreement. Except as otherwise directed, the party against whom the claim has been made shall furnish to the other party copies of all pertinent papers received by that party with respect to these claims or actions.

## **8.0 TERMINATION**

**8.01 Termination.** Unless otherwise specified herein, any Party shall have the right to terminate its participation in this Agreement, in whole or in part, at any time before the date of termination for the following reasons:

8.01.1 During a Party's budget planning and adoption process, a Party fails to provide funding for the Agreement during the next Agreement period;

8.01.2 A party fails to comply with any term or condition of this Agreement;

8.01.3 Grant funding upon which services under this Agreement are being provided ceases to be available to any Party.

8.01.4 A Party is unable to conform to changes required by federal, state or local laws or regulations.

**8.02 Mutual Termination.** The parties have the right to terminate this Agreement when the Parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that all Parties agree, in writing, upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion of the contract to be terminated.

**8.03 Termination Procedure.** In the case of termination based on Section 8.01.1, 8.01.3, or 8.01.4 and at least thirty (30) calendar days prior to the effective date of termination, the Party seeking termination shall notify the other Parties of the reasons for termination, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated. In the case of termination based on Section 8.01.2, if any Party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) calendar days of the receipt of written notice thereof, then the non-defaulting Parties shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) calendar days from the date of that further notice.

**8.04 Rights Surviving Termination.** If any Party terminates this Agreement in whole or in part, Austin has the right to receive payment for all purchases provided before the date of termination and not previously paid.



## **6.0 AUDIT**

6.01 **Audit.** Except as otherwise provided herein, each Party has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. Austin agrees to permit any other Party or its authorized representative, or any authorized representative of any other governmental agency with a direct interest in services provided under this Agreement, to audit the records that relate to this Agreement and to obtain and make available for inspection, audit or reproduction any documents, materials, or information necessary to facilitate such audit. Austin shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies, and services and all other costs and expenses of whatever nature for which reimbursement is claimed under provisions of this Agreement or services provided under this Agreement. Austin agrees to provide other Parties or authorized representatives and representatives from any governmental agency related to Grant funds full and complete access to all records related to Grant activities as necessary to complete any audits required or requested pursuant to the Grant terms.

## **7.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES**

7.01 **Independent Entities.** The Parties expressly acknowledge and agree that each Party is an independent entity and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of any Party shall be considered an employee, agent, or representative of any other Party or gain any rights against any other Party pursuant to any other Party's personnel policies. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a partnership, joint enterprise or joint venture. No Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Parties or which shall hold itself out to be binding on the other Parties.

7.02 **Responsibilities.** No Party shall be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of any other Party or other Party's employees in relation to this Agreement. Parties acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

7.03 **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against any Party; the party against whom the claim or other action is made shall give written notice to the other Parties of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or

8.05 **Right to Assurance.** Whenever one Party to this Agreement in good faith has reason to question another Party's intent to perform, the demanding Party may demand that the other Party provide written assurance of its intent to perform. In the event a demand is made under this Section 8.05, and the other Party gives no such written assurance within thirty (30) calendar days of receipt of the written notice of such demand, the demanding Party may treat this failure as an anticipatory repudiation of this Agreement.

## 9.0 MISCELLANEOUS PROVISIONS

9.01 **Civil Rights/ADA Compliance.** Each Party shall provide, or contract to provide, all services and activities under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504 (29 U.S.C., Section 794), the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], Chapter 73, Texas Administrative Code, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). No Party shall discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

9.02 **Non-Waiver.** No payment, act or omission by a Party may constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist. The failure of any Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

9.03 **Reservation of Rights and Remedies.** All rights of each Party under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or belonging right to each Party under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.04 **Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

9.05 **Entire Agreement.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

9.06 **Law and Venue.** This Agreement is governed by the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

9.11.3 **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

9.12 **Compliance With Applicable Law.** In the performance of the services required of each Party pursuant to this Agreement, each Party agrees to comply with all applicable federal, state, county and city statutes, ordinances, rules and regulations.

9.13 **Immunity or Defense.** It is expressly understood and agreed by all Parties that neither the execution of this Agreement, nor any conduct of any Representative, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that Party against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Parties; nor will such action by one Party operate to incur any expense or charge to the other Parties.

9.14 **Agreement Limitation.** This Agreement sets out the agreements and obligations between the Parties only, and does not obligate any Party to any other Party's subcontractors or to any third party. This Agreement creates no third party beneficiary rights.

9.15 **Survival of Conditions.** Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

9.16 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of any Party shall initially be presented by submission in writing the interested Party. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties to the dispute are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless all Parties to the dispute agree, in writing, to waive the confidentiality.

9.17 **Public Purpose.** By execution of this Agreement, the governing bodies of the Parties hereby find that the needs to be addressed by the services to be provided under the terms of this Agreement and specifically set forth in the attached Work Statements, constitute a significant public concern impacting members of the population which the Parties serve. The governing bodies further find that the provision of services to be provided by Austin pursuant to

9.07 **Severability.** If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

9.08 **Political Activity.** No Party shall use any of the performance under this Agreement or any portion of the Agreement funds for any activity related to the result of an election for public office or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of any Party from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No funds paid under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of a governmental body.

9.09 **Sectarian Activity.** Each Party shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. No Party shall execute any agreement with any primarily religious organization to receive Agreement funds unless the agreement includes provisions to effectuate this assurance. No Party's selection of a subcontractor or expenditure of funds under this Agreement is an endorsement of the subcontractor's charitable or religious character, practices or expressions. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization. Each Party agrees to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

9.10 **Publicity.** When appropriate, each Party shall publicize the services and activities of other Parties under this Agreement. In any publicity prepared or distributed by or for each Party, the multi-party funding through this Agreement shall be mentioned as having made the project possible.

#### 9.11 **Interpretational Guidelines**

9.11.1 **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that any Party has declared a holiday for its employees these days shall be omitted from the computation.

9.11.2 **Number and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified individuals.

## **10.0 AMENDMENTS**

10.01 **Written Amendments.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all Parties. It is acknowledged by each Party that no officer, agent, employee or representative of any Party has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by that Party's governing body

10.02 **Submission of Amendment.** Any Party shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the Austin Department, with a copy to the Representatives for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by any Party shall be submitted to the Austin Department, with a copy to the Austin Purchasing Officer.

## **11.0 NOTICES**

11.01 Any notice required or permitted to be given under this Agreement by one party to the others shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Section 11.0 for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

11.02 **Address.** The notice address for all Parties for all purposes under this Agreement is:

11.02.1 The address for Austin:

City of Austin  
Purchasing Officer  
P. O. Box 1088  
Austin, Texas 78767-1088

11.02.2 The address for Pflugerville:

City of Pflugerville  
Purchasing Officer  
P.O. Box 589  
Pflugerville, Texas 78691-0589

11.02.3 The address for Round Rock:

City of Round Rock  
Purchasing Officer  
221 East Main Street  
Round Rock, Texas 78664

11.02.4 The address for Travis County:

Travis County, Texas  
Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

11.02.5 The address for Williamson County:

Williamson County, Texas  
Purchasing Officer  
710 South Main Street – Suite 101  
Georgetown, Texas 78262

11.02.6 The address for the Austin HA:

Housing Authority of the City of Austin  
Purchasing Director  
1124 South IH-35  
Austin, Texas 78704

11.02.7 The address for the Georgetown HA:

Georgetown Housing Authority  
Attn: Executive Director/Nikki Brennan  
P.O. Box 60  
Georgetown, Texas 78627

11.02.8 The address for the Round Rock HA:

Housing Authority of the City of Round Rock  
Purchasing Officer  
1505 Lance Lane  
Round Rock, Texas 78664

11.02.9 The address for the City of Taylor HA:

Housing Authority of the City of Taylor  
Purchasing Officer  
311-C East Seventh Street  
Taylor, Texas 76574

11.02.10 The address for the Travis County HA:  
Housing Authority of Travis County  
Purchasing Officer  
502 East Highland Mall Boulevard – Suite 106-B  
Austin, Texas 78752

11.03 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 11.0 and delivering a copy of the notice to the Austin Department for attachment to this Agreement no later than ten (10) working days after the effective date of the notice.

## **12.0 LEGAL AUTHORITY AND SIGNATORIES**

### **12.01. Legal Authority to Enter Agreement.**

12.01.1 Each Party guarantees that that Party possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services each Party has obligated itself to perform under this Agreement. It is acknowledged by each Party that no Representative, officer, agent, employee or other representative of any Party has any authority to modify, alter or amend this Agreement unless expressly granted that authority by the appropriate governing body.

### **12.02 Signors.**

12.02.1. The person or persons signing this Agreement on behalf of a Party, or representing themselves as signing this Agreement on behalf of a Party, do hereby warrant and guarantee that he, she or they have been duly authorized by the Party to sign this Agreement on behalf of the Party and to bind the Party validly and legally to all terms, performances, and provisions in this Agreement.

## **13.0 PROHIBITIONS**

13.01 **Conflict of Interest.** In performing duties under this Agreement, employees of each Party must comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4 (a copy of which has been provided to all Parties). All Parties shall comply with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code and other applicable laws.

13.02 **Solicitation.** All Parties warrant that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by that Party to secure business. For breach or violation of this warranty, the non-breaching Party shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add to or deduct from the Agreement price for

consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13.03 **Gratuities.** No Party's employees, officers or agents may solicit or accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or a potential Consultant.

13.04 **Nepotism.** Each Party agrees that they will comply with TEX. GOVERNMENT CODE ANN., Ch. 573, by ensuring that no officer, employee or member of the governing body of that Party shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

#### **14.0 ASSIGNABILITY**

14.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Parties. It is acknowledged by each Party that no officer, agency, employee or representative of any Party has any authority to grant such assignment unless expressly granted that authority by the appropriate governing body.

#### **15.0 FORCE MAJEURE.**

15.01 No Party shall be financially liable to the other Parties for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Parties in the manner set forth in Section 11.0 within five (5) working days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Each Party agrees that breach of this provision entitles each Party to reduce or stop payments or immediately terminate this Agreement.



**Travis County HA:**

Housing Authority of Travis County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

EXECUTED in duplicate originals effective the date of the last Party to execute this Agreement.

**Austin:**

City of Austin, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

**APPROVED AS TO FORM:**

CITY OF AUSTIN, TEXAS

LAW DEPARTMENT

By: \_\_\_\_\_

Name: James M. Williams, Sr.

Title: Assistant City Attorney

**Round Rock:**

City of Round Rock, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

**Pflugerville:**

City of Pflugerville, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: George Hyde, City Attorney

Denton Navarro Rocha Bernal Hyde & Zech, PC

**Travis County:**

Travis County, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

**Williamson County:**

Williamson County, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

**Austin HA:**

Housing Authority of the City of Austin

By: \_\_\_\_\_

Name: Sylvia C. Blanco

Title: Executive Vice President

Date: \_\_\_\_ / \_\_\_\_ / 2017

**Georgetown HA:**

Housing Authority of the City of Georgetown

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017



**Round Rock HA:**

Housing Authority of the City of Round Rock

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

**Taylor HA:**

Housing Authority of the City of Taylor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

## Interlocal Assessment of Fair Housing

Participating Entities:	Max Contract Amount	Contract Percentage
Austin	\$75,000	25.6%
Round Rock	25,000	8.5%
Pflugerville	25,000	8.5%
Travis County	60,000	20.5%
Williamson County	35,000	11.9%
Austin HA	35,000	11.9%
Georgetown HA	5,000	1.7%
Round Rock HA	3,000	1.0%
Taylor HA	5,000	1.7%
Travis County HA	25,000	8.5%
Totals --->	<b>\$293,000</b>	100.0%

Dated: 3-Jul-2017

## Interlocal Assessment of Fair Housing

Participating Entities:	Max Contract Amount	Contract Percentage
Austin	\$75,000	25.6%
Round Rock	25,000	8.5%
Pflugerville	25,000	8.5%
Travis County	60,000	20.5%
Williamson County	35,000	11.9%
Austin HA	35,000	11.9%
Georgetown HA	5,000	1.7%
Round Rock HA	3,000	1.0%
Taylor HA	5,000	1.7%
Travis County HA	25,000	8.5%
Totals --->	<b>\$293,000</b>	100.0%

Dated: 3-Jul-2017



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.3**

---

**Title:** Consider a resolution determining that Chasco Constructors, Ltd., LLP, provides the best value for the City for the Round Rock Sports Center BMP Retrofit Project, and authorizing the Mayor to execute a Standard Form of Agreement.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$98,470.00

**Indexes:** Hotel Occupancy Tax Fund

**Attachments:** Resolution, Bid Tab, Form 1295

**Department:** General Services Department

---

### **Text of Legislative File 2017-4610**

The City received three bids on June 1, 2017 for the Sports Center BMP Retrofit Project. Chasco was the low bidder for the project. This project includes construction of storm drains and junction boxes at the Sports Center.

**Cost: \$98,470.00**

**Source of Funds: Hotel and Occupancy Tax Funds**

**RESOLUTION NO. R-2017-4610**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the Round Rock Sports Center BMP Retrofit Project; and

**WHEREAS**, Chasco Constructors, Ltd., LLP has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Chasco Constructors, Ltd., LLP,

Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Chasco Constructors, Ltd., LLP for the Round Rock Sports Center BMP Retrofit Project.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

## City of Round Rock Pre-Bid Sign-In Sheet

**Project:** TCEQ

**Date:** June 1, 2017

**Emergency Contact & No.:** Corey Amidon 512 608-1791

**Time:** 2:00 pm

**Engineer:** Paul A. Schrader CP&Y

**Notice to Proceed:**

**Contractor:**

**CORR Inspector:**

**Owner:** CORR

**Testing Lab:**

**Scheduled Date of Completion:**

	Name	Company	Telephone No.	E-Mail Address	Bid Amount
1	Corey Amidon	CORR	512 608-1791	<a href="mailto:camidon@roundrocktexas.gov">camidon@roundrocktexas.gov</a>	
2	Matthew Smith	CORR	512 639-7933	<a href="mailto:msmith@roundrocktexas.gov">msmith@roundrocktexas.gov</a>	
3	Eloy Suba	Chasco	512 244-0600		\$ 98,470.00
4	Dwayne Sanders	Patin Construction	512 269-1071	<a href="mailto:dwayne@patincon.com">dwayne@patincon.com</a>	\$ 113,145.00
5	Karla Gonzalas	CRU	512 989-2602	<a href="mailto:estimating@crulld.com">estimating@crulld.com</a>	\$ 133,473.50
6					
7					
8					
9					
10					
11					
12					

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Chasco Constructors  
Round Rock, TX United States

Certificate Number:  
2017-234740

Date Filed:  
07/11/2017

Date Acknowledged:

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.

RR Sports Center BMP Retrofit  
Round Rock Sports Center BMP Retrofit

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anthony J. Glace 2002 Trust	Round Rock, TX United States	X	
	Charles J Glace, JR. 2002 Trust	Round Rock, 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.



*Craig R Hunter*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Craig Hunter, this the 11th day of July, 2017, to certify which, witness my hand and seal of office.

*Catherine Hudak*

Signature of officer administering oath

Catherine Hudak

Printed name of officer administering oath

Notary Public

Title of officer administering oath





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.4

---

**Title:** Consider a resolution authorizing the Mayor to execute a Contract with Whitestone Civil Construction for the Settlers Crossing Lift Station Bypass Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:** \$149,951.00

**Indexes:** Self-Financed Wastewater Construction

**Attachments:** Resolution, Bid Tab, Letter of Recommendation, Form 1295, Map

**Department:** Utilities and Environmental Services

---

### **Text of Legislative File 2017-4607**

The Settlers Crossing Wastewater Lift station is located on the southwest corner of Red Bud Lane and County Road 122. The lift station was constructed in 2005 to serve a portion of the Settlers Crossing residential subdivision. The lift station is owned and maintained by the City of Round Rock. The property east of the lift station is currently being developed into a residential subdivision. The new subdivision will provide a majority of the infrastructure needed for the existing Settlers Crossing subdivision to gravity flow wastewater to the McNutt Creek wastewater interceptor without the use of the lift station.

On August 11, 2016, Council approved a contract with Garza EMC, LLC to provide design, bidding, and construction phase services for approximately 350 linear feet of 8-inch wastewater line and associated manholes, an 18-inch bore across Red Bud Lane, and decommissioning of the existing lift station.

On June 28, 2017, four bids were submitted and the lowest bid in the amount of \$149,951 was submitted by Whitestone Civil Construction.

**Cost: \$149,951**

**Source of Funds: Self-Financed Wastewater Construction**

**RESOLUTION NO. R-2017-4607**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the Settlers Crossing Lift Station Bypass Project; and

**WHEREAS**, Whitestone Civil Construction has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Whitestone Civil Construction, Now  
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Whitestone Civil Construction for the Settlers Crossing Lift Station Bypass Project.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

**THE CITY OF ROUND ROCK**  
**Utilities & Environmental Services**  
2008 Enterprise Drive  
Round Rock, Texas 78664

**BIDS EXTENDED AND CHECKED**

BY : AM  
DATE : 6/29/2017

## BID TABULATION

**SHEET: 1 of 2**

CONTRACT : Settlers Crossing Lift Station Bypass				Whitestone Civil		Austin Engineering		Patin Construction		Grayback Utility	
LOCATION: 2008 Enterprise Drive Large Conference Room				Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes		Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes		Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes		Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes	
DATE: 6/29/2017											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Borrow (Class C Topsoil)	85	CY	\$20.00	\$1,700.00	\$46.00	\$3,910.00	\$20.00	\$1,700.00	\$90.00	\$7,650.00
2	P.C. Concrete Sidewalks	80	SF	\$12.00	\$960.00	\$32.00	\$2,560.00	\$20.00	\$1,600.00	\$70.00	\$5,600.00
3	Jacking and Boring Pipe	80	LF	\$503.00	\$40,240.00	\$400.00	\$32,000.00	\$700.00	\$56,000.00	\$425.00	\$34,000.00
4	New Manhome Construction, 4-FT	1	EA	\$7,500.00	\$7,500.00	\$13,000.00	\$13,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
5	Trench Safety System	281	LF	\$3.00	\$843.00	\$1.00	\$281.00	\$5.00	\$1,405.00	\$40.00	\$11,240.00
6	PVC Pipe 8-in	361	LF	\$108.00	\$38,988.00	\$60.00	\$21,660.00	\$145.00	\$52,345.00	\$50.00	\$18,050.00
7	Sodding For Re-vegetation,Bermuda	15	SY	\$10.00	\$150.00	\$14.00	\$210.00	\$10.00	\$150.00	\$200.00	\$3,000.00
8	Sedding for Re-Vegetation	820	SY	\$1.00	\$820.00	\$8.00	\$6,560.00	\$4.50	\$3,690.00	\$11.50	\$9,430.00
9	Preservation of Trees	1	LS	\$400.00	\$400.00	\$685.00	\$685.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
10	Inlet Protection	50	LF	\$15.00	\$750.00	\$9.00	\$450.00	\$25.00	\$1,250.00	\$12.50	\$625.00
11	Rock Berm	50	LF	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$30.00	\$1,500.00	\$50.00	\$2,500.00
12	Stabilized Construction Entrance	50	LF	\$35.00	\$1,750.00	\$50.00	\$2,500.00	\$30.00	\$1,500.00	\$70.00	\$3,500.00
13	Silt Fence	300	LF	\$3.00	\$900.00	\$2.50	\$750.00	\$3.00	\$900.00	\$3.50	\$1,050.00
14	Fencing, Chain Link	60	LF	\$55.00	\$3,300.00	\$135.00	\$8,100.00	\$15.00	\$900.00	\$130.00	\$7,800.00

**THE CITY OF ROUND ROCK**  
**Utilities & Environmental Services**

2008 Enterprise Drive  
 Round Rock, Texas 78664

**BIDS EXTENDED AND CHECKED**

BY : AM  
 DATE : 6/29/2017

**BID TABULATION**

**SHEET: 2 of 2**

CONTRACT : Settlers Crossing Lift Station Bypass											
LOCATION: 2008 Enterprise Drive Large Conference Room											
DATE: 6/29/2017				Whitestone Civil		Austin Engineering		Patin Construction		Grayback Utility	
				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
15	Project Sign	1	LF	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$3,000.00	\$3,000.00
16	Barricades, Signs and Traffic	1	LS	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
17	Abandonment of Sewer Mains, 8in	350	LF	\$6.00	\$2,100.00	\$10.00	\$3,500.00	\$20.00	\$7,000.00	\$16.50	\$5,775.00
18	Abandonment of Sewer Mains, 4in	1500	LF	\$2.00	\$3,000.00	\$5.50	\$8,250.00	\$10.00	\$15,000.00	\$7.00	\$10,500.00
19	Bypass Pumping	1	LS	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00
20	Lift Station Decommissioning	1	LS	\$24,000.00	\$24,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
21	Removable Bollards	3	EA	\$600.00	\$1,800.00	\$2,100.00	\$6,300.00	\$250.00	\$750.00	\$4,000.00	\$12,000.00
22	Mobilization, Bonds and Insurance	1	LS	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
GRAND TOTAL:				\$149,951.00		\$173,716.00		\$225,490.00		\$235,720.00	



July 3, 2017

City of Round Rock  
Mr. Eddie Zapata  
Project Manager, Utilities & Environmental Services  
2008 Enterprise Drive  
Round Rock, Texas 78664

Re: Settler's Crossing LS Bypass Project  
Contract Award Recommendation

Dear Mr. Zapata:

On Thursday, June 29, 2017, bids were received and opened for the above-referenced project. A total of four (4) bids were received. The following is a list of contactors that submitted a bid:

- Whitestone Civil Construction
- Austin Engineering, Co.
- Patin Construction, LLC.
- Greyback Utility, LLC.

Whitestone Civil Construction, from Cedar Park, Texas, submitted the low bid with a Total Bid Amount of \$149,951.00. The second lowest Total Bid Amount was for \$173,716.00 from Austin Engineering. Upon review of the Bid's and company information, we recommend this project be awarded to Whitestone Civil Construction for the total amount of \$149,951.00 as shown on the enclosed bid tabulation.

If you should have any questions or require additional information, please do not hesitate to contact our office (210) 526-0286 or email me at [blarson@garzaemc.com](mailto:blarson@garzaemc.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Larson', with a stylized flourish at the end.

Brett A. Larson, PE  
Project Manager  
Garza EMC – TBPE #F-14629

Cc: Kit Perkins, Senior Utility Engineer

Enclosures:

1. Tabulation of Bids

## 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:  
2017-232944

Date Filed:  
07/06/2017

Date Acknowledged:

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

Whitestone Civil Construction, LLC  
Cedar Park, 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.

Settlers Crossing Lift Station  
wastewater bypass and decommissioning of lift station

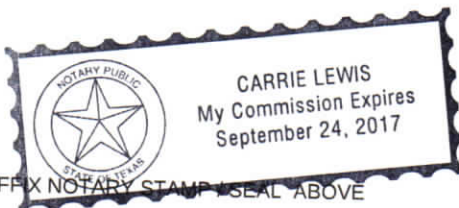
[illegible]

5 Check only if there is NO Interested Party.

☒

## 6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

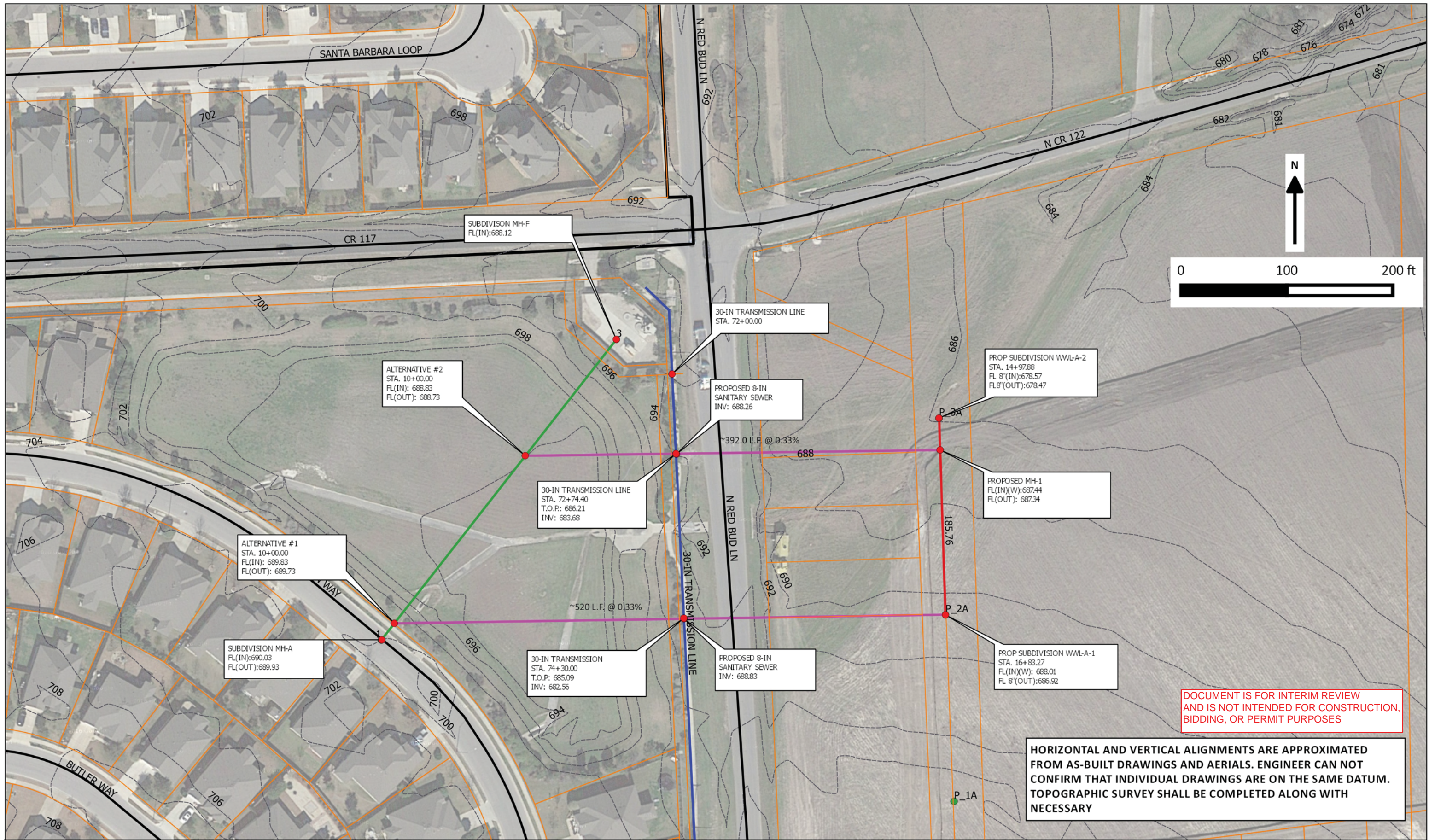
Sworn to and subscribed before me, by the said Matthew Lewis, this the 19<sup>th</sup> day of July, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath





**SETTLERS CROSSING  
LIFT STATION BYPASS EXHIBIT**

**CITY OF ROUND ROCK**

70 NE Loop 410, Ste. 1100  
San Antonio, Texas, 78216  
Tel: (210) 526.0286  
Fax: (210) 526.0325  
TBPE #: F-14629  
www.garzaemc.com

Copyright 2016





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.5**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Contract with Austin Engineering Company, Inc. for the Brushy Creek Phase 5 Wastewater Line Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:** \$144,618.00

**Indexes:** Self-Financed Wastewater Construction

**Attachments:** Resolution, Bid Tab, Letter of Recommendation, Map, Form 1295

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2017-4606**

On September 9, 2016, Walker Partners was authorized to provide engineering design, bidding and construction phase services for the Brushy Creek Phase 5 Wastewater project. This wastewater line improvement will consist of construction of approximately 600 linear feet of new 8-inch diameter wastewater main beginning just east of the intersection of Sunset Drive and Chisholm Train Road heading west across Chisholm Trail Road into City-owned property. The line then turns south and extends through the City-owned property and joins an existing 12-inch wastewater line. This new line will replace a portion of an existing 6-inch clay tile wastewater line which runs north and south parallel to Chisholm Trail Road. This new line will not only be upsized and provide newer pipe materials for the area, but it will also reduce the likelihood of future road closures along Chisholm Trail Road by routing the flow away from the street. The portion of existing 6-inch line will be properly abandoned along Chisholm Trail Road.

On June 8, 2017 five bids were submitted and the lowest bid in the amount of \$144,618 was submitted by Austin Engineering Company Inc.

**Cost: \$144,618.00**

**Source of Funds: Self-Financed Wastewater Construction**



**RESOLUTION NO. R-2017-4606**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the Brushy Creek Phase 5 Wastewater Line Project; and

**WHEREAS**, Austin Engineering Company, Inc. has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Austin Engineering Company, Inc.,

Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Austin Engineering Company, Inc. for the Brushy Creek Phase 5 Wastewater Line Project.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

**THE CITY OF ROUND ROCK**  
**Utilities & Environmental Services**

2008 Enterprise Drive  
Round Rock, Texas 78664

SHEET: 1 of 1

**BID OPENING**

**PROJECT NAME : Brush Creek Phase 5 Wastewater Line**

**LOCATION : 2008 Enterprise Drive**

**BID DATE : 6/8/2017 TIME: 10:00am**

<b>Contractor's Name</b>	<b>Addendum (s)</b>	<b>Statement of Safety</b>	<b>Bid Bond</b>	<b>Base Bid</b>	<b>Add Alternate</b>	<b>Bid Total</b>
AUSTIN ENGINEERING CO.	-	YES	YES	\$144,618.00	-	<b>\$144,618.00</b>
COYOTE CONSTRUCTION	-	YES	YES	\$249,911.00	-	<b>\$249,911.00</b>
JKB CONSTRUCTION	-	YES	YES	\$320,346.00	-	<b>\$320,346.00</b>
PATIN CONSTRUCTION	-	YES	YES	\$197,486.00	-	<b>\$197,486.00</b>
WHITESTONE CIVIL CONST.	-	YES	YES	\$177,496.00	-	<b>\$177,496.00</b>

June 14, 2017

Mr. David Freireich, P.E.  
Chief Utility Engineer  
City of Round Rock  
2008 Enterprise Drive  
Round Rock, Texas 78665

Re: Brushy Creek Phase 5 Wastewater Line Project  
Recommendation for Award of Construction Contract

Dear Mr. Freireich,

On June 8, 2017 Walker Partners assisted the City of Round Rock in opening bids for the above referenced project. Bids were received from five contractors, on time, and considered to be complete. The five bids were tabulated and checked for accuracy. Austin Engineering Company, Inc. of Austin, Texas is the low bidder, with a total base bid of \$144,618.00.

Evaluation of Austin Engineering Company, Inc. included a review of their technical qualifications and experience on projects of similar scope and size. Listed references were called and confirmed that Austin Engineering Co. performed quality and on-time work on previous projects. Austin Engineering Co. is using Suretec Insurance Company for bonding. Suretec is rated "A" (Excellent) by A.M. Best Rating Services.

Based on the base bid being low, and the company evaluation, Walker Partners recommends award of the construction contract to Austin Engineering Company, Inc.

Sincerely,  
Walker Partners



Nicholas G. Kehl, P.E.  
Project Manager

Cc: Eddie Zapata  
John H. Lindner, P.E.  
Project File

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

AUSTIN ENGINEERING CO., INC.  
AUSTIN, TX United States

Certificate Number:  
2017-232968

Date Filed:  
07/06/2017

Date Acknowledged:

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.

BRUSHY CREEK PHASE 5  
WASTEWATER LINE CONSTRUCTION

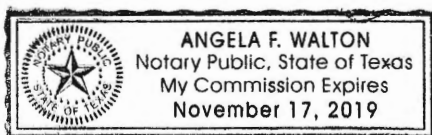
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

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



*Nat Wood*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nat Wood, this the 6th day of July, 2017, to certify which, witness my hand and seal of office.

*Angela Walton*

Signature of officer administering oath

ANGELA F. WALTON

Printed name of officer administering oath

NOTARY PUBLIC

Title of officer administering oath



# BRUSHY CREEK PHASE 5 WASTEWATER PROJECT

MANHOLE  
TO BE ADDED

WASTEWATER LINE  
TO BE ADDED

WASTEWATER LINE  
TO BE REPLACED

WASTEWATER LINE  
TO BE ABANDONED

MANHOLE  
TO BE ADDED

ROUND ROCK

CHISHOLM TRAIL RD

ROUND ROCK AVE

## Legend

- Proposed Wastewater Line
- Proposed Manhole
- REUSE\_LINES
- Manhole
- Gravity Main







# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.6

---

**Title:** Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a trail easement in and across a 0.424 acre tract from property owned by VHA Properties, LLC, a Texas limited liability company for the construction of proposed improvements to the Brushy Creek Trail Project, and take other appropriate action (Parcel 4).

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

**Dept Director:** Steve Sheets, City Attorney

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Legal Department

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### **Text of Legislative File 2017-4628**

The City's appraised value for this trail easement acquisition was \$9,700. The owner made a counteroffer demand of +/- \$159,000, which was rejected by the City. This resolution reserves the City's right to use eminent domain to acquire the property should it become necessary.

### **EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS**

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

***"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire a trail easement in and across the following parcel of land for construction of proposed improvements to the Brushy Creek Trail project: a 0.424-acre tract from property owned by VHA Properties, LLC, as described in Exhibit A of the resolution."***



**RESOLUTION NO. R-2017-4628**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS  
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF  
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S  
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN  
TO ACQUIRE SAID PROPERTY INTERESTS**

**WHEREAS**, the City Council, upon consideration of the matter, has determined that there is a public necessity for the use and welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct and maintain parks and recreation facilities in the nature of trails for the public pedestrian and bicycle use, and for otherwise traversing over, upon and across such trails, and to perform associated public uses and purposes ("Project"); and

**WHEREAS**, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of a trail easement interest in and across approximately 0.424 acre (Parcel 4) of land, located in Williamson County, Texas and more particularly described by metes and bounds in Exhibit "A" attached hereto, such property being owned by **VHA PROPERTIES, LLC, a Texas limited liability company** (the "Property"), for the public use of construction, reconstruction, widening, maintaining, and operating of the Brushy Creek Trail improvements and related facilities ("Project"), at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property;

**WHEREAS**, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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



Section 1. The City Council hereby finds and determines that it is necessary for the use, recreation, and welfare of the City and its to construct and maintain recreational trail improvements in the City and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the City to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest, and any damage to the remaining property of the Owner. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

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

**RESOLVED** this 27th day of July, 2017.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

County: Williamson  
Parcel: Parcel 4 (KAHA Properties)  
Project: Heritage Trail

Page 1 of 4  
January 26, 2016

### EXHIBIT A PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.424 ACRE (18,477 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, "BLOCK A" OF THE OPUS SUBDIVISION RECORDED IN CABINET Q SLIDES 41-42 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AND CONVEYED TO KAHA PROPERTIES (TRACT 2) BY INSTRUMENT RECORDED IN DOCUMENT NO. 2012046864 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.424 ACRE (18,477 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the easterly boundary line of that called 11.6049 acre tract of land, conveyed to MFT-The Creek, LLC by instrument recorded in Document No. 2012092901 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said Lot 1, for the most southwesterly corner of the herein described tract, and from which a ½" Iron rod found, being an angle point in the common boundary line of said 11.6049 acre tract and said Lot 1, bears S 20°47'38" E at a distance of 10.91 feet;

THENCE, continuing with said common boundary line, the following two (2) courses:

- 1) N 20°47'38" W for a distance of 52.93 feet to a calculated angle point;
- 2) N 50°24'47" W for a distance of 0.25 feet to a calculated point, for the most northwesterly corner of the herein described tract;

THENCE, departing said 11.6049 acre boundary line, through the interior of said Lot 1, the following six (6) courses:

- 3) N 86°19'32" E for a distance of 14.62 feet to a calculated point of curvature to the right;
- 4) Along said curve to the right, having a delta angle of 34°16'56", a radius of 50.00 feet, an arc length of 29.92 feet and a chord which bears, S 76°32'00" E for a distance of 29.47 feet to a calculated point of tangency;
- 5) S 59°23'32" E for a distance of 142.69 feet to a calculated point of curvature to the left;
- 6) Along said curve to the left, having a delta angle of 29°00'05", a radius of 75.00 feet, an arc length of 37.96 feet and a chord which bears, S 73°53'35" E for a distance of 37.56 feet to a calculated point of reverse-curvature;
- 7) Along a curve to the right, having a delta angle of 11°23'38", a radius of 325.00 feet, an arc length of 64.63 feet and a chord which bears, S 82°41'49" E for a distance of 64.52 feet to a calculated point of tangency;
- 8) S 76°59'59" E for a distance of 42.56 feet to a calculated point of curvature, being in the common boundary line of that called 0.317 acre tract of land conveyed to Tilden W. and Kimberly J. Baack by Document No. 2000036940 Official Public Records of Williamson County, Texas, same being the easterly boundary line of said Lot 1, for the most northeasterly corner of the herein described tract;

THENCE, continuing with the common boundary line of said 0.317 acre tract and said Lot 1, the following two (2) courses:

- 9) Along a curve to the left, having a delta angle of 28°37'52", a radius of 95.02 feet, an arc length of 47.48 feet and a chord which bears, S 54°09'20" E for a distance of 46.99 feet to a calculated point of reverse-curvature;
- 10) Along a curve to the right, having a delta angle of 62°02'37", a radius of 55.01 feet, an arc length of 59.57 feet and a chord which bears, S 37°27'05" E for a distance of 56.70 feet to a calculated point, for the most southeasterly corner of the herein described tract;

County: Williamson  
Parcel: Parcel 4 (KAHA Properties)  
Project: Heritage Trail

Page 2 of 4  
January 28, 2016

THENCE, departing said 0.317 acre tract, through the interior of said Lot 1, the following five (5) courses:

- 11) Along a curve to the left, having a delta angle of  $19^{\circ}36'13''$ , a radius of 75.00 feet, an arc length of 25.66 feet and a chord which bears, N  $67^{\circ}11'53''$  W for a distance of 25.54 feet to a calculated point of tangency;
- 12) N  $76^{\circ}59'59''$  W for a distance of 104.42 feet to a calculated point of curvature to the left;
- 13) Along said curve to the left, having a delta angle of  $11^{\circ}23'38''$ , a radius of 275.00 feet, an arc length of 54.69 feet and a chord which bears, N  $82^{\circ}41'49''$  W for a distance of 54.60 feet to a calculated point of reverse-curvature;
- 14) Along a curve to the right, having a delta angle of  $29^{\circ}00'05''$  a radius of 125.00 feet, an arc length of 63.27 feet and a chord which bears, N  $73^{\circ}53'35''$  W for a distance of 62.60 feet to a calculated point of tangency;
- 15) N  $59^{\circ}23'32''$  W for a distance of 141.33 feet to the POINT OF BEGINNING, containing 0.424 acres, (18,477 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

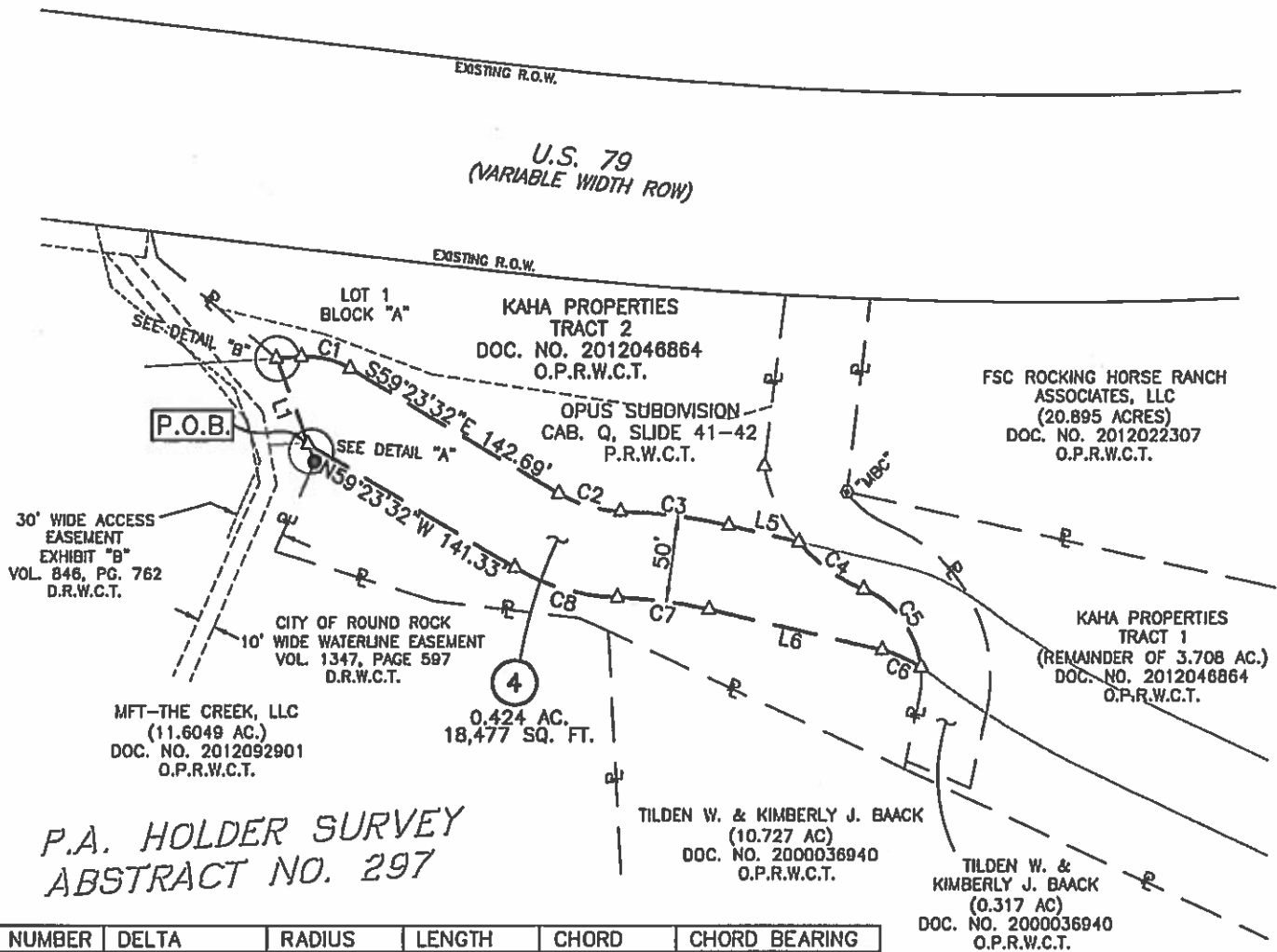
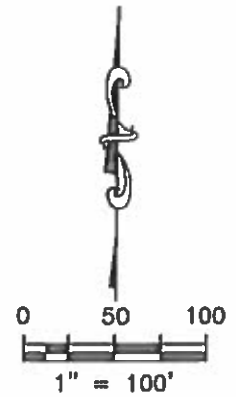
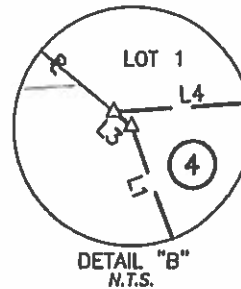
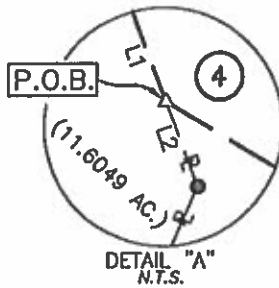
02/04/2016  
Date

S:\\_CORR-PROJECTS/PARKS & REC/HERITAGE TRAIL/PARCELS/BAACK PARCEL4.DOC



EXHIBIT A  
PLAT TO ACCOMPANY DESCRIPTION

NO.	BEARING	DISTANCE
L1	N20°47'38"W	52.93'
L2	S20°47'38"E	10.91'
L3	N50°24'47"W	0.25'
L4	N86°19'32"E	14.62'
L5	S76°59'59"E	42.56'
L6	N76°59'59"W	104.42'



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	34°16'56"	50.00'	29.92'	29.47'	S76°32'00"E
C2	29°00'05"	75.00'	37.96'	37.56'	S73°53'35"E
C3	11°23'38"	325.00'	64.63'	64.52'	S82°41'49"E
C4	28°37'52"	95.02'	47.48'	46.99'	S54°09'20"E
C5	62°02'37"	55.01'	59.57'	56.70'	S37°27'05"E
C6	19°36'13"	75.00'	25.66'	25.54'	N67°11'53"W
C7	11°23'38"	275.00'	54.69'	54.60'	N82°41'49"W
C8	29°00'05"	125.00'	63.27'	62.60'	N73°53'35"W



PARCEL 4  
EASEMENT  
0.424 ACRES  
18,477 SQUARE FEET

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊙	IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND UNLESS NOTED	P.U.E.	PUBLIC UTILITY EASEMENT
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE	( )	RECORD INFORMATION
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS		
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS		
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS		

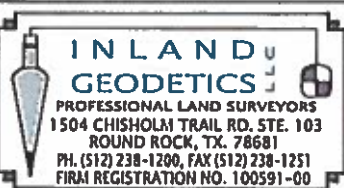
NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*Lawrence M. Russo* 02/04/2016  
 LAWRENCE M. RUSSO DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
 INLAND GEODETICS, LLC  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681



PARCEL 4  
 EASEMENT  
 0.424 ACRES  
 18,477 SQUARE FEET



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.7**

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**Title:** Consider a resolution determining the necessity, and authorizing the use of the City's power of eminent domain to acquire fee title to a 0.086 acre tract, and a portion of the access rights to and from a portion of the remaining property after the acquisition, from property owned by The Walton Cotton Revocable Trust for the construction of proposed improvements to RM 620, and take other appropriate action (Parcel 25).

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2017-4627**

The City's/TxDOT's initial appraised value for the partial acquisition and damages to the remaining property is \$1,563,394. The fee title owners indicated to sell both the right of way parcel (0.086 ac.) and the remainder property (0.429 ac.) for the whole property appraised value of \$1,979,723, however the ground lease which operates the gas station and owns the improvements did not want to voluntarily join in the sale at that price, and after additional negotiations the owner and tenant have not been able to come to a satisfactory agreement between themselves for completing a voluntary sale.

This resolution simply reserves the City's right to use eminent domain to acquire the parcel should it become necessary.

### **EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS**

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

***"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee title and a portion of the access rights to the following parcel of land for construction of proposed improvements to the RM 620 project: a 0.086-acre tract from property owned by The Walton Cotton Revocable Trust, as described in Exhibit A of the resolution.***



**RESOLUTION NO. R-2017-4627**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS  
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF  
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S  
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN  
TO ACQUIRE SAID PROPERTY INTERESTS**

**WHEREAS**, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City"), the State of Texas, acting by and through the Texas Transportation Commission and Texas Department of Transportation ("TxDOT"), and the public-at-large to construct certain roadway improvements to RM 620, and to perform associated public uses and purposes ("Project"); and

**WHEREAS**, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 0.086 acre (Parcel 25) of land, and access rights to and from a portion of the remaining property after the acquisition, located in Williamson County, Texas and more particularly described by metes and bounds in Exhibit "A" attached hereto, such property being owned by **THE WALTON COTTON REVOCABLE TRUST, DATED JANUARY 21, 2011, STARTEX FIRST EQUIPMENT, LTD., and STACY OLIVER** (the "Property"), for the public use of construction, reconstruction, widening, maintaining, and operating of the RM 620 roadway improvements and related facilities and utility adjustments and relocation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property;

**WHEREAS**, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens and is in the public interest to coordinate with TxDOT to construct and maintain roadway improvements in the City and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the City, TxDOT, and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City, TxDOT and/or their assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

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

**RESOLVED** this 27th day of July, 2017.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT**  
**"A"**

Reissued 01/27/17  
Page 1 of 4

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

**PROPERTY DESCRIPTION FOR  
PARCEL 25**

DESCRIPTION OF A 0.086 ACRE (3,730 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 0.525 ACRE TRACT OF LAND CONVEYED TO THE WALTON COTTON REVOCABLE TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011005529 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.086 ACRE (3,730 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a ½" iron rod set stamped "Inland 4933", 281.71 feet left of proposed Ranch to Market (R.M.) 620 baseline station 504+30.56, in the easterly boundary line of Lot 1 of the Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas and conveyed to Sovereign Hospitality Group of Round Rock, Inc by instrument recorded in Document No. 2002056223 of the Official Public Records of Williamson County, Texas, same being an angle point in the westerly right-of-way (ROW) line of the south bound frontage road of I.H. 35, being the northwesterly corner of said 0.525 acre tract;

**THENCE**, with the common boundary line of said Lot 1 and said 0.525 acre tract, S 11°09'53" W for a distance of 217.58 feet to a ½" iron rod with TxDOT aluminum cap set, 67.68 feet left of proposed R.M. 620 baseline station 504+69.69, in the curving proposed northerly ROW line of R.M. 620, (ROW width varies), for the most northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, departing said easterly boundary line of Lot 1, through the interior of said 0.525 acre tract, with said proposed northerly ROW line, the following two (2) courses:

- 1) Along a curve to the left, having a delta angle of 05°17'55", a radius of 483.00 feet, an arc length of 44.67 feet, and a chord which bears S 56°04'54" E for a distance of 44.65 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with a TxDOT Type II monument), 58.00 feet left of proposed R.M. 620 baseline station 505+13.86, for a point of curvature to the left;
- 2) Along said curve to the left, having a delta angle of 01°41'15", a radius of 2,152.00 feet, an arc length of 63.38 feet, and a chord which bears S 69°52'21" E for a distance of 63.38 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with a TxDOT Type II monument), 58.00 feet left of proposed R.M. 620 baseline station 505+78.95, being the westerly ROW line of said IH 35, same being the easterly boundary line of said 0.525 acre tract, for the most northeasterly corner of the herein described parcel, and from which a 60D nail found, being an angle point in said existing westerly IH 35 ROW line, same being the most northeasterly corner of said 0.525 acre tract bears N 00°16'00" E at a distance of 253.80 feet;

- 3) **THENCE**, departing said proposed northerly ROW line, with the common boundary line of said IH 35 ROW and 0.525 acre tract, **S 00°16'00" W** for a distance of 31.88 feet to a calculated point being the intersecting point of the existing curving northerly ROW line of R.M. 620, (80' ROW width) and said I.H. 35 ROW, same being the most southeasterly corner of said 0.525 acre tract, for the most southeasterly corner of the herein described parcel, and from which a TxDOT Type II monument found bears **S 00°16'00" W** at a distance of 4.08 feet;

**THENCE**, departing said IH 35 ROW line, with said existing northerly ROW line, same being the southerly boundary line of said 0.525 acre tract, the following two (2) courses:

- 4) Along a curve to the right, having a delta angle of **03°10'00"**, a radius of 1,869.86 feet, an arc length of 103.34 feet, and a chord which bears **N 72°08'09" W** for a distance of 103.33 feet to a calculated point of tangency;
- 5) **N 70°32'24" W** for a distance of 7.26 feet to a calculated point, being the most southeasterly corner of said Lot 1, same being the most southwesterly corner of said 0.525 acre tract, for the most southwesterly corner of the herein described parcel;
- 6) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said, Lot 1, and said 0.525 acre tract, **N 11°09'53" E** at a distance of 0.45 feet pass a ½" Iron rod found and continuing for a total distance of 45.35 feet to the **POINT OF BEGINNING**, containing 0.086 acres (3,730 square feet) of land, more or less.

**Control of Access Clause:**

Access will be prohibited across the 'Access Denied Line' from the remainder property abutting R.M. 620, extending from a point at the beginning of call 1 to the end of call 2.

This property description is accompanied by a separate parcel plat.

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

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

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

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

*M. Stephen Truesdale*

*10 MAR 2014*

Date

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

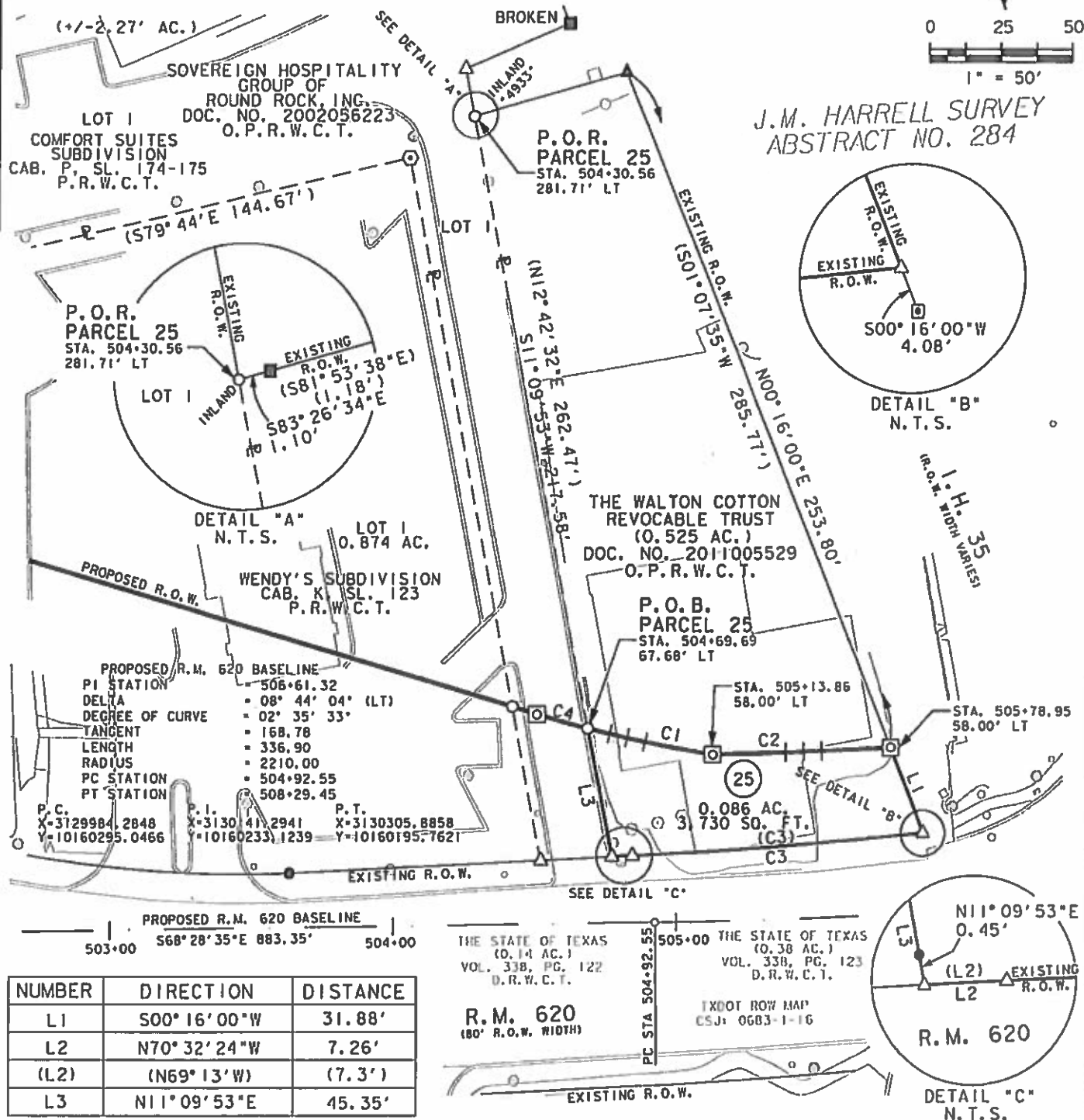


# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 01/27/17  
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 17' 55"	483.00'	44.67'	44.65'	S56° 04' 54"E
C2	01° 41' 15"	2152.00'	63.38'	63.38'	S69° 52' 21"E
C3	03° 10' 00"	1869.86'	103.34'	103.33'	N72° 08' 09"W
(C3)	(03° 16')	(1869.9')		(106.68')	(N70° 49' 30"W)
C4	02° 13' 41"	483.00'	18.78'	18.78'	N52° 19' 05"W



NUMBER	DIRECTION	DISTANCE
L1	S00° 16' 00"W	31.88'
L2	N70° 32' 24"W	7.26'
(L2)	(N69° 13' W)	(7.3')
L3	N11° 09' 53"E	45.35'

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

PARCEL PLAT SHOWING PROPERTY OF  
**THE WALTON COTTON  
REVOCABLE TRUST**



Texas Department of Transportation

**PARCEL 25**

SCALE  
1" = 50'

CSJ #  
0683-01-092

PROJECT  
RM 620

COUNTY  
WILLIAMSON

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 01/27/17  
PAGE 4 OF 4

## LEGEND

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

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1035, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 22, 2014, ISSUE DATE JANUARY 31, 2014.

10. NOTHING TO ADDRESS IN SCHEDULE B.

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

*M. Stephen Truesdale*

10 MAR  
2014



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

DATE:

	ACRES	SQUARE FEET
ACQUISITION	0.086	3,730
CALC/DEED AREA	0.525	22,869
REMAINDER AREA	0.439	19,139



PARCEL PLAT SHOWING PROPERTY OF  
THE WALTON COTTON  
REVOCABLE TRUST



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

PARCEL 25



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.8

---

**Title:** Consider a resolution determining the necessity, and authorizing the use of the City's power of eminent domain to acquire fee title to a 0.016 acre tract from property owned by Waltrust Properties, Inc. for the construction of proposed improvements to the University Blvd. project, and take other appropriate action (Parcel 16).

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2017-4629**

Walgreens has not responded in any way to the City's initial offer on 3.20.17 or final offer on 5.23.17 to purchase the corner clip right of way parcel required for the University Blvd expansion project.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

### **EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS**

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

***"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee title to the following parcel of land for construction of proposed improvements to the University Blvd. project: a 0.016-acre tract from property owned by Waltrust Properties, Inc., as described in Exhibit A of the resolution."***





**RESOLUTION NO. R-2017-4629**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS  
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF  
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S  
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN  
TO ACQUIRE SAID PROPERTY INTERESTS**

**WHEREAS**, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City"), and the public-at-large to construct certain roadway improvements to University Boulevard in order to increase mobility in certain portions of the City, and to perform associated public uses and purposes ("Project"); and

**WHEREAS**, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 0.016 acre (Parcel 16) of land, located in Williamson County, Texas and more particularly described by metes and bounds in Exhibit "A" attached hereto, such property being owned by **WALTRUST PROPERTIES, INC., a Delaware corporation** (the "Property"), for the public use of construction, reconstruction, widening, maintaining, and operating of the University Boulevard roadway improvements and related facilities and utility adjustments and relocation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property;

**WHEREAS**, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens and is in the public interest to construct and maintain roadway improvements in the City and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the City to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide voluntary purchase offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot voluntarily be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### 15 Foot Wide Right-Of-Way Acquisition

#### METES AND BOUNDS DESCRIPTION OF A

#### 0.016 ACRE TRACT OF LAND

#### LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.016 ACRE (717 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.016 ACRE TRACT BEING A PORTION OF LOT 1A, BLOCK A, AMENDED PLAT OF THE REPLAT OF LOT 1, BLOCK A, OAKMONT CENTRE, SECTION SEVEN AND THE REPLAT OF LOT 1, OAKMONT CENTRE, SECTION FOUR, FILED ON MARCH 6, 2007, AND RECORDED IN CABINET DD, SLIDES 40-41 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.016 ACRE TRACT ALSO BEING A PORTION OF LOT 1A DESCRIBED IN A SPECIAL WARRANTY DEED TO WALTRUST PROPERTIES, INC., FILED ON APRIL 1, 2008, AND RECORDED IN DOCUMENT NO. 2008024812 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.016 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a found 1/2-inch iron rod with plastic orange cap stamped "Baker-Aicklen & Assoc. Round Rock, TX" for the northernmost northwest corner of said Lot 1A, and marking the northerly end of a curving corner clip at the intersection of the southerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.) and the easterly R.O.W. line of Oakmont Drive (a 60 foot wide R.O.W.), for the westernmost northeast corner of the herein described tract;

**THENCE** (L1) North 69° 07' 17" East, with the common northerly line of said Lot 1A and the southerly R.O.W. line of said University Boulevard, a distance of 9.28 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for the easternmost northeast corner of the herein described tract, and from which a 1/2-inch iron rod found marking the northeast corner of said Lot 1A bears North 69° 07' 17" East, at a distance of 210.21 feet;

**THENCE** departing the southerly R.O.W. line of said University Boulevard, and traveling across the interior of said Lot 1A, the following five calls:

- 1) (L2) South 20° 52' 43" East, a distance of 15.00 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for a corner of the herein described tract;
- 2) (L3) South 69° 07' 17" West, a distance of 9.09 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for a corner of the herein described tract and being the beginning of a curve to the left;
- 3) (C1) In a Southwesterly direction, 15.73 feet along the arc of said curve to the left, having a radius of 10.00 feet, a central angle of 90° 07' 00", and a chord bearing and distance of South 24° 03' 18" West – 14.16 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for a corner of the herein described tract and being the end of said curve to the left;

**Exhibit "A" continued**  
**Description of a 0.016 acre tract**

- 4) (L4) South 21° 00' 12" East, a distance of 11.21 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for the southeast corner of the herein described tract;
- 5) (L5) South 69° 05' 56" West, a distance of 15.02 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for the southwest corner of the herein described tract, said point also being on the common westerly line of said Lot 1A and the easterly R.O.W. line of said Oakmont Drive, and from which a 1/2-inch iron rod with plastic orange cap stamped "Baker-Aicklen & Assoc. Round Rock, TX" found marking the southwest corner of said Lot 1A bears South 20° 54' 04" East, at a distance of 275.52 feet;

**THENCE (L6)** North 20° 54' 04" West, with the common westerly line of said Lot 1A and the easterly R.O.W. line of said Oakmont Drive, a distance of 11.40 feet to cut "X" set in concrete for a corner of the herein described tract and being the beginning of a curve to the right, same marking the southerly end of said curving 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 Oakmont Drive;

**THENCE (C2)** In a Northeasterly direction, 38.92 feet along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 89° 11' 43", and a chord bearing and distance of North 24° 05' 38" East - 35.11 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.016 acre (717 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.

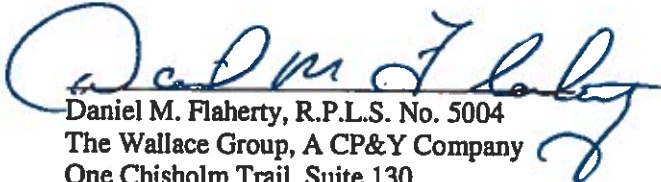
**Basis of Bearings:** Bearings are based on the Texas State Plane Coordinate System (Central Zone - NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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-4866 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-4866  
22824-FN25.doc

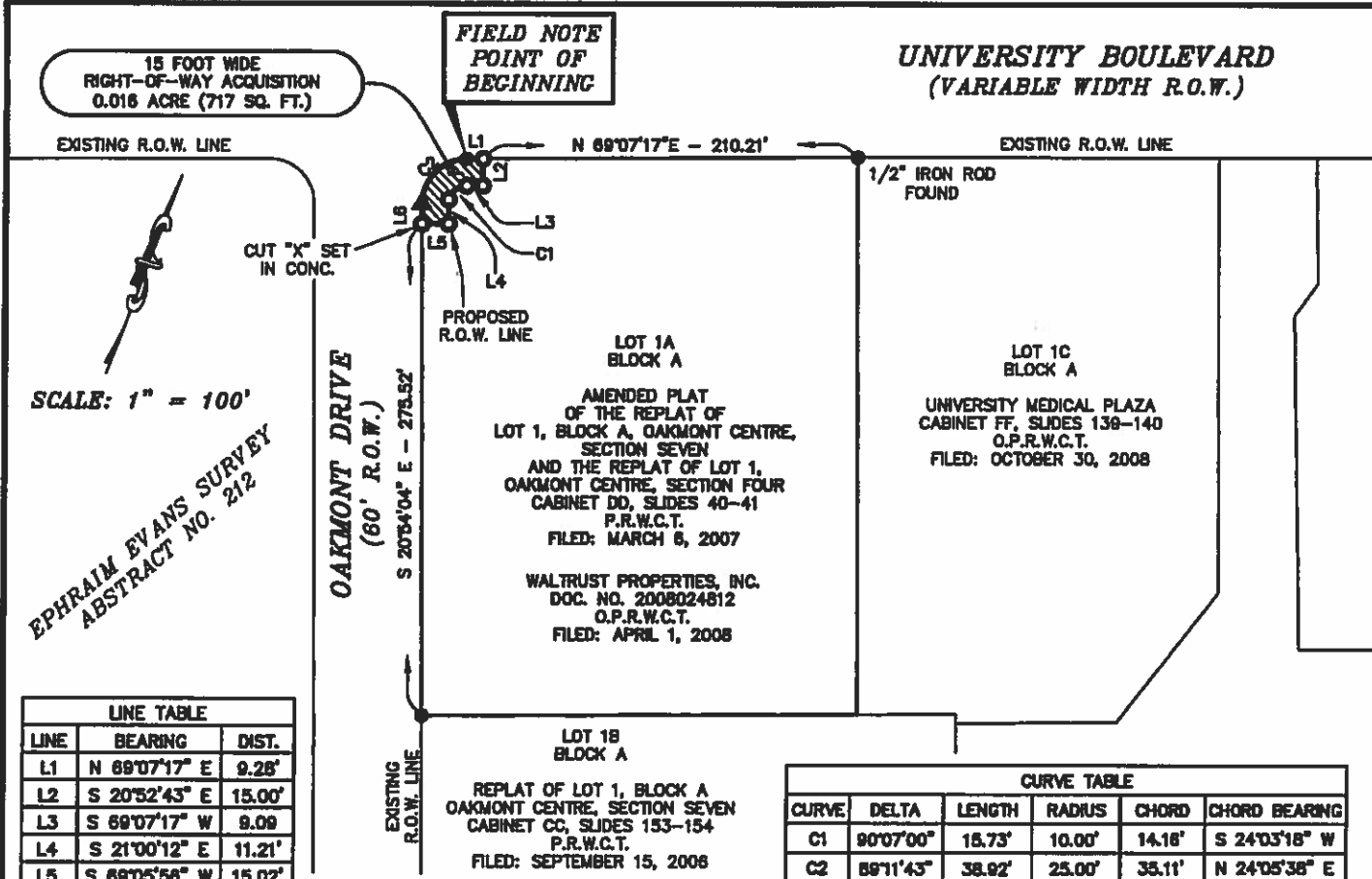


11-04-2015  
Date

# EXHIBIT "A"

## (15 FOOT WIDE RIGHT-OF-WAY ACQUISITION)

### DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.016 ACRE (717 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 ROD WITH ORANGE CAP STAMPED "BAKER-AICKLEN & ASSOC. ROUND ROCK, TX" 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

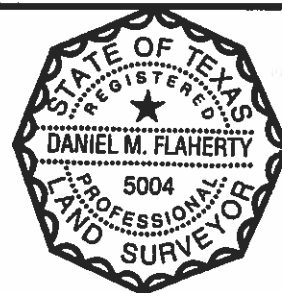
WACO KILLEEN DALLAS ROUND ROCK  
1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

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 4TH DAY OF NOVEMBER, 2015.

OCTOBER, 2014  
SURVEYED: NOVEMBER, 2015

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2015 ALL RIGHTS RESERVED

PLAT NO. A-4866

DRAFT DATE 11-04-2015

DRAWN BY TAB

WORK ORDER NO. 22824

FIELDBOOK/PG. 228/66

TAB # A-4866

DIGITAL FILE 22824R-PARCELS

F/N # 22824-FN25



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.9

---

**Title:** Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Frank E. Martin III, Independent Executor of the Estate of Ardalia Ellen Stark Martin for the purchase of a 0.256 acre parcel of land and a 0.058 PUE necessary for the RM 620 Right of Way Project (Parcels 19 and 19PUE).

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:** \$27,645.00

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

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2017-4630**

The appraised value for the acquisition totaled \$177,871. TxDOT approved an administrative settlement of \$206,445 for the r.o.w. parcel and any remainder damages. That amount is 90% reimburseable by TxDOT, making the City's share \$20,645. The contract compensation for the PUE is \$7,000, which is not reimburseable by TxDOT. The owners wanted to keep the small 0.205 ac. remainder piece in this case because they also own the adjacent residential lot.

**Cost:** \$27,645

**Source of Funds:** *RR Transportation and Economic Development Corporation*



**RESOLUTION NO. R-2017-4630**

**WHEREAS**, the City desires to purchase right of way necessary for the RM 620 Widening Project, and said tracts ("Property") are described as follows: All of that certain 0.256-acre parcel of land (Parcel 19) and a Public Utility Easement interest in and across all of that certain 0.058-acre tract of land (Parcel 19PUE), and

**WHEREAS**, Frank E. Martin, III, Independent Executor of the Estate of Ardelia Ellen Stark Martin, 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 Frank E. Martin, III, Independent Executor of the Estate of Ardelia Ellen Stark Martin, for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FRANK E. MARTIN, III, Independent Executor of the Estate of Ardelia Ellen Stark Martin, (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 0.256 acre (11,162 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.176 acre parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 19**); and

Public Utility Easement interest in and across all of that certain 0.058 acre (2,509 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.058 acre tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 19PUE**);

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 Exhibit "A", or bisected by the acquisition and 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 fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of TWO HUNDRED SIX THOUSAND FOUR HUNDRED FORTY-FIVE and 00/100 Dollars (\$206,445.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit "B" shall be the sum of SEVEN THOUSAND and 00/100 Dollars (\$7,000.00).

#### Payment of Purchase Price

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

#### Special Provisions

2.04. By execution of this Contract, Seller consents and agrees that Purchaser shall be allowed to temporarily enter the remaining property of Seller for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDoT.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

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

#### Miscellaneous Conditions

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

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

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

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

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before August 30<sup>th</sup>, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Public Utility Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

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

The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Public Utility Easement to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

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

- (a) The boundary and survey exceptions shall be deleted;

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

**ARTICLE VI  
BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

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

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

**SELLER:**

Frank E Martin III  
Frank E. Martin III, Independent Executor  
of the Estate of Ardalía Ellen Stark Martin

Address: 8514 Cele Road  
Manor, Texas 78653

Date: 29 JUN 17

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Craig Morgan, Mayor

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

Date: \_\_\_\_\_



EXHIBIT A

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

PROPERTY DESCRIPTION FOR  
PARCEL 19

DESCRIPTION OF A 0.256 ACRE (11,162 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO ARDALIA E. MARTIN, TRUSTEE BY INSTRUMENT RECORDED IN VOLUME 1259 PAGE 83 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.256 ACRE (11,162 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a ½" iron rod found being the northwesterly corner of Lot 2 of said subdivision, being the existing easterly right-of-way (ROW) line of Brentwood St. (ROW width varies), same being the southwesterly corner of said Lot 1, 218.87 feet right of proposed R.M. 620 baseline station 492+20.82;

**THENCE** with the westerly boundary line of said Lot 1 and said existing easterly ROW line N 07°30'27" W at a distance of 73.11 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 150.53 feet right of proposed R.M. 620 baseline station 491+93.02, being the proposed southerly ROW line of R.M. 620 (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, departing said proposed southerly ROW line, with the westerly boundary line of said Lot 1, same being said easterly ROW line of Brentwood St. the following two (2) courses:

- 1) **N 07°30'27" W** for a distance of **41.79** feet to calculated point being an angle point in the herein described parcel;
- 2) **N 18°22'33" E** for a distance of **40.83** feet to a calculated point being the northwesterly corner of said Lot 1, same being the point of intersection of said Brentwood St. and the existing curving southerly ROW line of R.M. 620 (ROW width varies), for the northwesterly corner of the herein described parcel;

**THENCE** departing the existing easterly ROW line of said Brentwood St., with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1, the following two (2) courses:

- 3) Along a curve to the left, having a delta angle of **09°54'21"**, a radius of **766.20** feet, an arc length of **132.47** feet, and a chord which bears **S 75°50'03" E** for a distance of **132.30** feet to a calculated point of non-tangency;
- 4) **S 76°35'17" E** for a distance of **31.68** feet to a calculated point, being the northeasterly corner of said Lot 1, same being an angle point is said southerly ROW line, for the northeasterly corner of the herein described parcel;

- 5) **THENCE** with said existing southerly ROW line of R.M. 620, same being the easterly boundary line of said Lot 1, **S 01°55'58" E** at a distance of 10.00 feet pass a iron rod found with aluminum cap, being the northwesterly corner of Lot 1 of The Commons subdivision recorded in Cabinet G, Slide 81 of the Plat Records of Williamson County Texas and conveyed to the City of Round Rock, Texas, by instrument recorded in Document No. 2012099041 of the Official Public Records of Williamson County, Texas, departing said existing southerly ROW line of R.M. 620, with the common boundary line of said Lot 1 (The Commons subdivision), and said Lot 1 (The Little Oak Addition subdivision) and continuing for a total distance of **68.57** feet to a ½" iron rod with TxDOT aluminum cap set, 134.41 feet right of proposed R.M. 620 baseline station 493+72.56, being said proposed curving southerly ROW line of R.M. 620, for the southeasterly corner of the herein described parcel, and from which a ½" iron rod stamped "Inland 4933" set, being the northeasterly corner of said Lot 2, same being the southeasterly corner of said Lot 1 bears **S 01°55'58" E** at a distance of 21.43 feet;

**THENCE**, departing the westerly boundary line of said Lot 1 (The Commons subdivision), with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 1 (The Little Oak Addition subdivision) the following three (3) courses:

- 6) Along a curve to the left, having a delta angle of **03°50'33"**, a radius of **1976.00** feet, an arc length of **132.52** feet, and a chord which bears **N 75°46'51" W** for a distance of **132.50** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 136.81 feet right of proposed R.M. 620 baseline station 492+33.33, for a point of tangency of the herein described parcel;
- 7) **N 77°42'08" W** for a distance of **25.54** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 137.37 feet right of proposed R.M. 620 baseline station 492+06.49, for an angle point of the herein described parcel;
- 8) **S 57°17'52" W** for a distance of **18.34** feet to the **POINT OF BEGINNING**, containing 0.256 acres (11,162 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

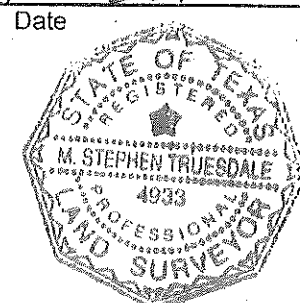
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

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

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



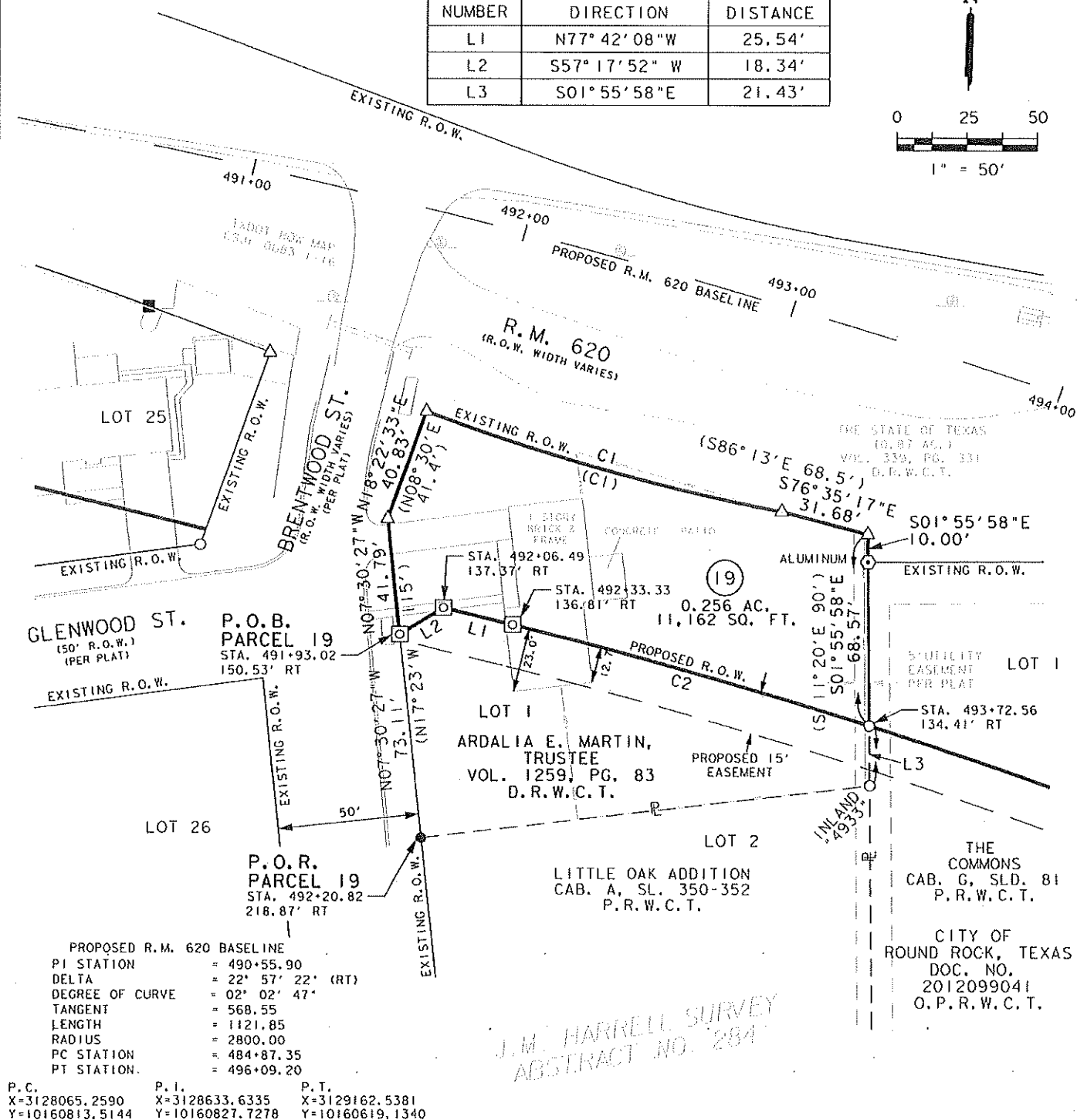
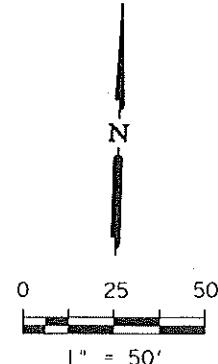
# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 12/04/15  
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 54' 21"	766.20'	132.47'	132.30'	S75° 50' 03"E
(C1)			(95.2')		(S84° 56"E)
C2	03° 50' 33"	1976.00'	132.52'	132.50'	N75° 46' 51"W

NUMBER	DIRECTION	DISTANCE
L1	N77° 42' 08"W	25.54'
L2	S57° 17' 52" W	18.34'
L3	S01° 55' 58"E	21.43'



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

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

PARCEL PLAT SHOWING PROPERTY OF  
**ARDALIA E. MARTIN, TRUSTEE**



**PARCEL 19**

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

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

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 12/04/15  
PAGE 4 OF 4

## LEGEND

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

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

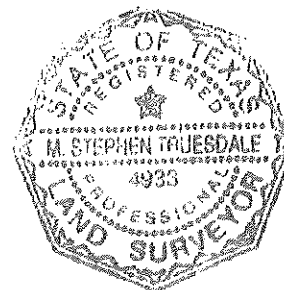
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1029, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

- I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10E. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

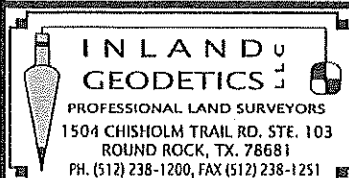
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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

DATE: 10 MAR 2014



	ACRES	SQUARE FEET
ACQUISITION	0.256	11,162
CALC/DEED AREA	0.461	20,072
REMAINDER AREA	0.205	8,910



PARCEL PLAT SHOWING PROPERTY OF  
ARDALIA E. MARTIN, TRUSTEE

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL 19

EXHIBIT **B**

Page 1 of 4

County: Williamson  
Parcel : 19-E  
Highway: R. M. 620

**PROPERTY DESCRIPTION FOR PARCEL 19-E**

DESCRIPTION OF A 0.058 ACRE (2,509 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONVEYED TO ARDALIA E. MARTIN, TRUSTEE BY INSTRUMENT RECORDED IN VOLUME 1259 PAGE 83 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.058 ACRE (2,509 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 150.53 feet right of proposed R.M. 620 baseline station 491+93.02, being the proposed southerly ROW line of R.M. 620 (ROW width varies), being the existing easterly right-of-way (ROW) line of Brentwood St. (50' ROW width), same being the westerly boundary line of said Lot 1, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said easterly ROW line of Brentwood St., through the interior of said Lot 1, with said proposed southerly ROW line, the following three (3) courses:

- 1) **N 57°17'52" E** for a distance of **18.34** feet to ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 137.37 feet right of proposed R.M. 620 baseline station 492+06.49, for an angle point of the herein described tract;
- 2) **S 77°42'08" E** for a distance of **25.54** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 136.81 feet right of proposed R.M. 620 baseline station 492+33.33, for a point of curvature to the right of the herein described tract;
- 3) Along said curve to the right, having a delta angle of **03°50'33"**, a radius of **1976.00** feet, an arc length of **132.52** feet, and a chord which bears **S 75°46'51" E** for a distance of **132.50** feet to a ½" iron rod with TxDOT aluminum cap set, 134.41 feet right of proposed R.M. 620 baseline station 493+72.56, being the westerly boundary line of Lot 1 of The Commons subdivision recorded in Cabinet G, Slide 81 of the Plat Records of Williamson County Texas, same being the easterly boundary line of said Lot 1 (Little Oak Addition subdivision), for the most northeasterly corner of the herein described tract;
- 4) **THENCE**, departing said proposed southerly ROW line of R.M. 620, with the common boundary line of said Lot 1 (The Commons subdivision) and Lot 1 (Little Oak Addition subdivision), **S 01°55'58" E** for a distance of **15.78** feet to a calculated point, for the most southeasterly corner of the herein described tract;

**THENCE**, departing the westerly boundary line of said Lot 1 (The Commons subdivision), through the interior of said Lot 1 (Little Oak Addition subdivision) the following two (2) courses:

- 5) Along a curve to the left, having a delta angle of  $03^{\circ}59'08''$ , a radius of 1,961.00 feet, an arc length of 136.41 feet, and a chord which bears  $N 75^{\circ}42'33'' W$  for a distance of 136.38 feet to a calculated point of tangency;
- 6)  $N 77^{\circ}42'08'' W$  for a distance of 37.78 feet to a calculated point, being the westerly boundary line of said Lot 1, (Little Oak Addition subdivision), same being the easterly ROW line of said Brentwood St., for the southwesterly corner of the herein described tract and from which a  $\frac{1}{2}$ " iron rod found, being the northwesterly corner of Lot 2 of said Little Oak Addition subdivision, same being the southwesterly corner of said Lot 1 (Little Oak Addition subdivision) bears  $S 07^{\circ}30'27'' E$  at a distance of 73.11 feet;
- 7) **THENCE**, with the existing easterly ROW line of said Brentwood St., same being the westerly boundary line of said Lot 1 (Little Oak Addition subdivision),  $N 07^{\circ}30'27'' W$  for a distance of 2.16 feet to the **POINT OF BEGINNING**, containing 0.058 acres (2,509 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

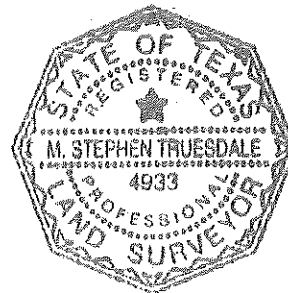
THE STATE OF TEXAS           §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

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

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

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

20 MAY 2014  
Date



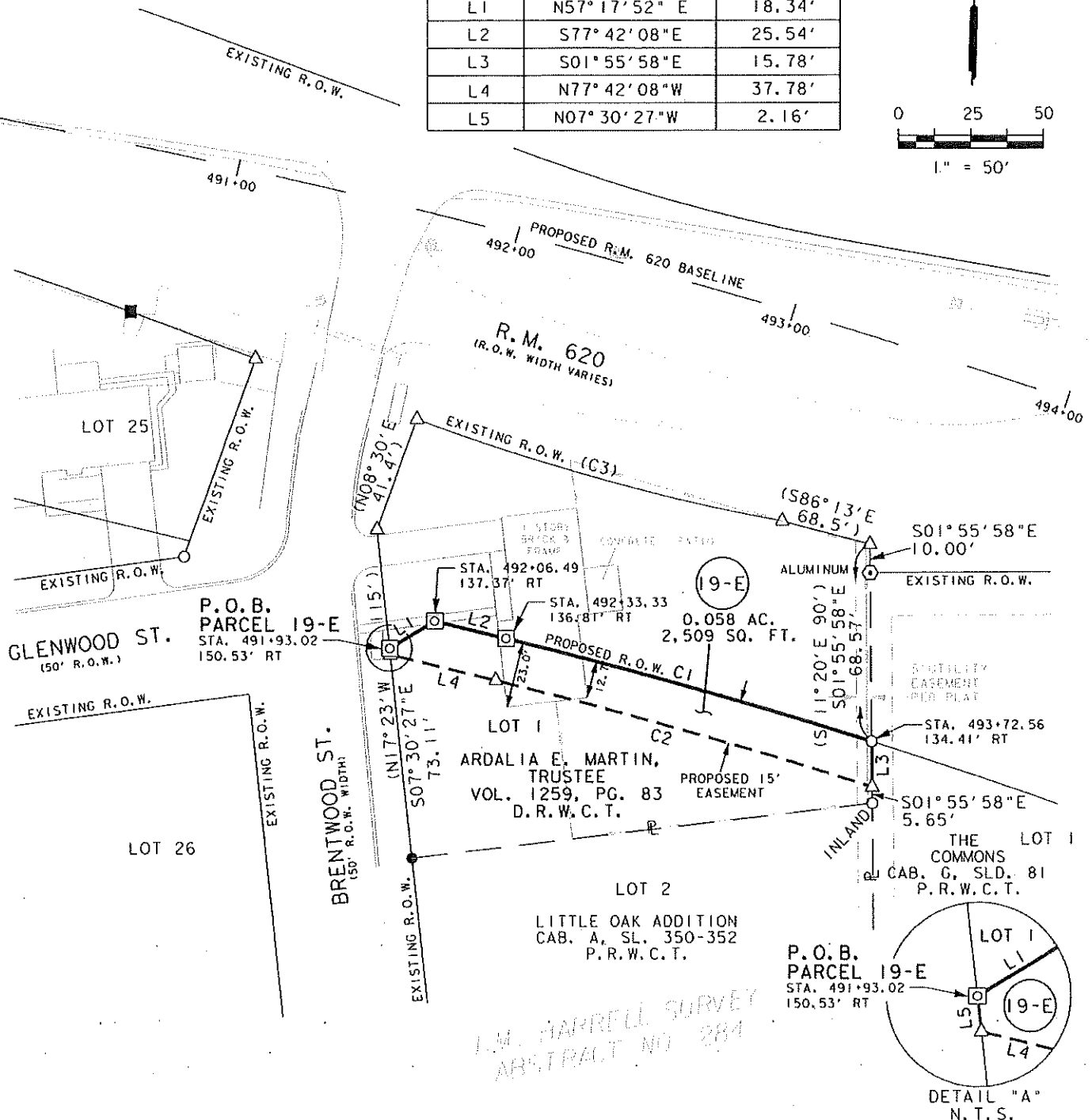
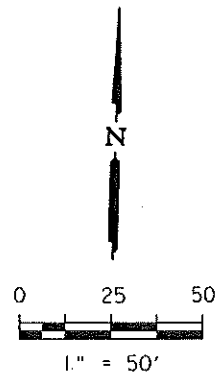
# EXHIBIT "B"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/01/14  
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 50' 33"	1976.00'	132.52'	132.50'	S75° 46' 51" E
(C3)			(95.2')		(S84° 56" E)
C2	03° 59' 08"	1961.00'	136.41'	136.38'	N75° 42' 33" W

NUMBER	DIRECTION	DISTANCE
L1	N57° 17' 52" E	18.34'
L2	S77° 42' 08" E	25.54'
L3	S01° 55' 58" E	15.78'
L4	N77° 42' 08" W	37.78'
L5	N07° 30' 27" W	2.16'



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

PARCEL PLAT SHOWING PROPERTY OF  
**ARDALIA E. MARTIN, TRUSTEE**

Texas Department of Transportation  
© 2003

SCALE	CSJ #	PROJECT	COUNTY
1" = 50'		RM 620	WILLIAMSON

**PARCEL 19-E**

**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

04/01/14  
PAGE 4 OF 4

**LEGEND**

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

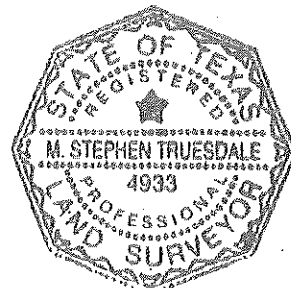
1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1029, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

- I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOE. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

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

*M. Stephen Truesdale* 20 MAY 2014  
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

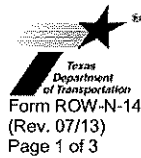


<b>INLAND GEODETICS</b> PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251	PARCEL PLAT SHOWING PROPERTY OF <b>ARDALIA E. MARTIN, TRUSTEE</b>				Texas Department of Transportation © 2003
	SCALE 1" = 50'	CSJ #	PROJECT RM 620	COUNTY WILLIAMSON	<b>PARCEL 19-E</b>



# EXHIBIT "C"

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



## DEED

RM 620 Right of Way

**TxDOT ROW CSJ:** 0683-01-092

**TxDOT Parcel No.:** 19

**Grantor(s), whether one or more:** FRANK E. MARTIN III, Independent Executor of the Estate of Ardalina Ellen Stark Martin, Deceased

**Grantor's Mailing Address (including county):**

8514 Cele Road  
Manor, Texas 78653  
Travis, County

**Grantee:** THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

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

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

**Grantee's Mailing Address (including county):**

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

**Consideration:**

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

**Property:**

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

**Reservations from and Exceptions to Conveyance and Warranty:**

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

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

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

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

And for the same consideration described above, and upon the same conditions, Grantor does hereby bargain, sell and convey unto the State of Texas that portion of the following improvements located on the remaining property out of which the above described premises were originally a portion, to wit: Brick Veneer Residence, Brick Veneer Garage.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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

This Deed is being delivered in lieu of condemnation.

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

**GRANTOR:**

\_\_\_\_\_  
Frank E. Martin III, Independent Executor of the Estate of  
Ardalia Ellen Stark Martin, Deceased

---

Acknowledgement

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Frank E. Martin III, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

# EXHIBIT "D"

## PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

That FRANK E. MARTIN III, Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased, whose current address is 8514 Cele Road, Manor, Texas 78653, and his 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 (the "Property"), to-wit:

All of that certain 0.058 acre (2,509 SF) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 19PUE).

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 shall have the additional right to temporarily enter upon the remaining property of Grantor if necessary for removing portions of any improvements which are bisected by the acquisition of the Property or otherwise acquired or damaged by Grantee, and for cutting any additional bisected or damaged improvements which are retained by Grantor at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvement, and for no other purpose.

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 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.

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.

**GRANTOR:**

## ACKNOWLEDGMENT

**THE STATE OF TEXAS** §  
§  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2017, by Frank E. Martin III, in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.10

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**Title:** Consider a resolution authorizing the Mayor to execute a Real Estate Contract between the City of Round Rock and the Upper Brushy Creek Water Control Improvement District (WCID) for the sale of 2.539 acres of land located at the NE intersection of Greenhill Drive and Texas Avenue.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2017-4638**

The City of Round Rock previously purchased a right-of-way parcel for construction of Texas Avenue which bisected a 6.6 acre platted lot owned by Kuo. Because there were questions about the existence and amount of damage to the northern remainder, the City agreed to purchase the 2.539 acre remainder parcel at the same unit value (\$4.20/sf) as the right of way parcel. The Upper Brushy Creek WCID expressed interest in purchasing the 2.539 acre remainder for construction of their office. This contract proposes to sell the 2.539 acre tract, now a platted lot upon replace, to the WCID at the same \$4.20/sf unit price. Since the proposed roadway is over the Edwards Aquifer, it appears that the City will need to use a portion along the eastern boundary of the remainder tract for drainage and/or water quality facilities. This may overlap with where the District needs to put its own detention/water quality facility, and so discussions emerged regarding options for constructing and sharing the drainage facilities. A separate ILA document for that construction maintenance is being submitted for approval as well.

**RESOLUTION NO. R-2017-4638**

**WHEREAS**, the City of Round Rock (“City”) is the owner of 2.539 acres of land located at the NE intersection of Greenhill Drive and Texas Avenue (the “Property”); and

**WHEREAS**, the Upper Brushy Creek Water Control Improvement District has expressed interest in purchasing the 2.539-acre tract for construction of their office; and

**WHEREAS**, the City desires to sell the Property to the Upper Brushy Creek Water Control Improvement District, 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 Commercial Contract – Unimproved Property with Upper Brushy Creek Water Control Improvement District regarding the above described Property, a copy of said Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



**EXHIBIT****"A"**

TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**  
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
 ©Texas Association of REALTORS®, Inc. 2016

**1. PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **City of Round Rock**

Address: **221 East Main Street, Round Rock, TX 78664**

Phone: **(512)255-8877**

E-mail: **ghudder@roundrocktexas.gov**

Fax:

Other:

Buyer: **Upper Brushy Creek WCID**

Address: **1850 Round Rock Avenue, Suite 100, Round Rock, TX 78681**

Phone: **(512)284-7685**

E-mail: **ruth.haberman@upperbrushycreekwcid.org**

Fax:

Other:

**2. PROPERTY:**

A. "Property" means that real property situated in **Williamson** County, Texas at  
 (address) and that is legally described on the attached Exhibit **A** or as follows:

**Lot 1B, Block A, Replat of Lot 1, Block A, United Auto Parts Subdivision, also being 2.539 acres located at the NE intersection of Greenhill Drive and Texas Avenue, Round Rock, Texas.**

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
 (If mineral rights are to be reserved an appropriate addendum should be attached.)*

**3. SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing . . . . . \$ **464,583.00**
- (2) Sum of all financing described in Paragraph 4 . . . . . \$
- (3) Sales price (sum of 3A(1) and 3A(2)) . . . . . \$ **464,583.00**

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 4.20 per:

☒ (i) square foot of ☒ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) \_\_\_\_\_.

(c) If the sales price is adjusted by more than \_\_\_\_\_ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING**: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of \$ \_\_\_\_\_ . This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_ .

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ \_\_\_\_\_ .

5. **EARNEST MONEY**:

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$20,000.00 as earnest money with Capital Title of Texas, LLC (title company) at 800 S. Austin Avenue, Georgetown, TX 78626 (address) Julia Bechara (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:

☐ (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) \_\_\_\_\_ .

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

## 6. TITLE POLICY AND SURVEY:

### A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
  - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

### B. Survey: Within 10 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- ☒ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property ~~dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.~~
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller \_\_\_\_\_ (*insert amount*) of the cost of the new or updated survey at closing, if closing occurs.

### C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

## 7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: \_\_\_\_\_

- B. Feasibility Period: Buyer may terminate this contract for any reason within 0 days after the effective date (feasibility period) by providing Seller written notice of termination. *(Check only one box.)*

- ☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ \_\_\_\_\_ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.
- ☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
  - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - (c) abide by any reasonable entry rules or requirements of Seller;
  - (d) not interfere with existing operations or occupants of the Property; and
  - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

**D. Property Information:**

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) \_\_\_\_\_

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations:** Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

**8. LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

## 9. BROKERS:

A. The brokers to this sale are:

Principal Broker: **Summit Commercial**

Cooperating Broker: \_\_\_\_\_

Agent: **Russ Boles**

Agent: \_\_\_\_\_

Address: **20 Chisholm Trail**

Address: \_\_\_\_\_

**Round Rock, Texas 78681**

Phone & Fax: **(512)244-9707**

Phone & Fax: \_\_\_\_\_

E-mail: **russ@summit-commercial.com**

E-mail: \_\_\_\_\_

License No.: **0448916**

License No.: \_\_\_\_\_

Principal Broker: *(Check only one box.)*

Cooperating Broker represents Buyer.

- ☐ represents Seller only.  
☒ represents Buyer only.  
☐ is an intermediary between Seller and Buyer.

B. Fees: *(Check only (1) or (2) below.)*

*(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)*

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, <sup>Buyer</sup>~~Seller~~ will pay:

Principal Broker a total cash fee of:  
☒ **3.000** % of the sales price.

Cooperating Broker a total cash fee of:  
☐ \_\_\_\_\_ % of the sales price.

The cash fees will be paid in **Williamson** County, Texas. ~~Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.~~

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.



**10. CLOSING:**

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☐ \_\_\_\_\_ days after the expiration of the feasibility period.  
☐ \_\_\_\_\_ (specific date).
  - ☒ **30 days after the Effective Date** \_\_\_\_\_.
  - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) an assignment of all leases to or on the Property;
  - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
  - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
  - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**13. SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed;
  - (5) one-half of any escrow fee;
  - (6) costs to record any documents to cure title objections that Seller must cure; and
  - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
  - (2) preparation of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee;
  - (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
  - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
  - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.



## 15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or  
(Check if applicable)  
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

## 16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:  
(1) Seller and the sales price will be reduced by the same amount; or  
(2) Buyer and the sales price will not be reduced.

## 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

## 18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.
- (Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
  - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
  - ☐ (3) Commercial Property Condition Statement (TAR-1408);
  - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
  - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
  - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
  - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
  - ☒ (8) Information About Brokerage Services (TAR-2501); and
  - ☒ (9) **Interlocal Agreement between UBWCID and City of Round Rock for the Purchase and Construction and Maintenance of Storm Water Facilities**

*(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)*

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on July 31, 2017, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.**

**Seller:** City of Round Rock

**Buyer:** Upper Brushy Creek WCID

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Craig Morgan

Title: Mayor

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Jeff Sawyer

Title: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ \_\_\_\_\_, or  
☐ \_\_\_\_\_ % of the sales price, or  
☐ \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

### ATTORNEYS

Seller's attorney: \_\_\_\_\_ Buyer's attorney: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.  
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.  
☐ Seller sends to Buyer.

### ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day \_\_\_\_\_ (effective date);  
☐ B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_  
on \_\_\_\_\_.

Title company: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

Assigned file number (GF#): \_\_\_\_\_ E-mail: \_\_\_\_\_

**EXHIBIT "A"**

**METES AND BOUNDS DESCRIPTION  
OF A  
2.539 ACRE TRACT OF LAND OUT OF THE  
YEN CHUAN KUO TRACT  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING a 2.539 acre (110,615 square feet) tract of land situated in the David Curry Survey, Abstract No. 130, City of Round Rock, Williamson County, Texas; said 2.539 acre tract being a portion of that certain called 6.613 acre tract of land described in a Special Warranty Deed to Yen Chuan Kuo, filed on April 19, 2007, and recorded in Document No. 2007032132, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.); said 2.539 acre tract also being a portion of Lot 1, Block A, United Auto Parts Subdivision, filed on March 17, 2008, and recorded in Cabinet EE, Slide 206, Plat Records of Williamson County, Texas (P.R.W.C.T.); Said 2.539 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northeast corner of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, same being the southeast corner of Lot 1, Block A, Green Square, filed on June 26, 2007, and recorded in Cabinet DD, Slides 176-177, P.R.W.C.T., same being on the west line of Lot 12, Block H, Resubdivision of Chapel Hill North Section 3 Block H, Lot 5, filed on January 6, 1989, and recorded in Cabinet J, Slides 205-206, P.R.W.C.T., for the **POINT OF BEGINNING** and northeast corner of the herein described tract,

**THENCE (L-1) South 21° 19' 51" East**, with the east line of said 6.613 acre tract and said Lot 1, Block A, same being the west line of said Lot 12, a distance of **81.51 feet** to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") found, said point marking the southwest corner of said Lot 12, said point also being the western terminus of the north right-of-way (R.O.W.) line of Texas Avenue (having a 60 foot width), from which a 1/2-inch iron rod found for the northwest corner of Lot 39, Block D, Chapel Hill North Section 3, filed on October 4, 1984, and recorded in Cabinet F, Slides 176-177, P.R.W.C.T., said point also being the western terminus of the south R.O.W. line of said Texas Avenue bears South 21° 19' 51" East, at a distance of 61.52 feet and from which a 1/2-inch iron rod found marking the southeast corner of said 6.613 acre tract and said Lot 1, Block A bears South 21° 19' 51" East, at a distance of 358.95 feet;

**THENCE** traveling across the interior of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, the following four (4) calls:

**Exhibit "A" continued**  
**Description of a 2.539 acre tract**

- 1) **South 55° 54' 24" West**, a distance of **482.12 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the beginning of a curve to the right;
- 2) (C-1) In a **Westerly** direction, with said curve to the right, having a delta angle of **12° 52' 59"**, a radius of **570.00 feet**, an arc length of **128.16 feet**, and a chord bearing and distance of **South 62° 20' 54" West – 127.89 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the end of said curve;
- 3) (L-3) **South 68° 47' 23" West**, a distance of **92.73 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the beginning of a curve to the right;
- 4) (C-2) In a **Northwesterly** direction, with said curve to the right, having a delta angle of **90° 07' 51"**, a radius of **15.00 feet**, an arc length of **23.60 feet**, and a chord bearing and distance of **North 66° 08' 41" West – 21.24 feet** to a 1/2-inch iron rod with "CORR cap" found for the westernmost southwest corner of the herein described tract and being the end of said curve, said point being on the west line of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, said point also being on the east R.O.W. line of Greenhill Drive (having a 60 foot width), and from which a 1/2-inch iron rod found marking the southwest corner of said 6.613 acre tract and said Lot 1, Block A bears (L-5) **South 21° 04' 46" East**, at a distance of **166.86 feet**;

THENCE (L-4) **North 21° 04' 46" West**, with the common east R.O.W. line of said Greenhill Drive and the west line of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, a distance of **188.31 feet** to a 1/2-inch iron rod found for the common northwest corner of said 6.613 acre tract and said Lot 1, Block A and said Lot 1, Block A, Green Square and the southwest corner of said Lot 1, Block A, Green Square;

THENCE **North 68° 47' 22" East**, departing the east R.O.W. line of said Greenhill Drive, with the common north line of said 6.613 acre tract and Lot 1, Block A, United Auto Parts Subdivision and the south line of said Lot 1, Block A, Green Square, a distance of **704.20 feet** to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 2.539 acre (110,615 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas.

**Exhibit "A" continued**  
**Description of a 2.539 acre tract**

**Basis of Bearings:** Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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-5043 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, Inc. Company  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10051701



See attached Plat No. A-5043  
23563-13/FN03.doc

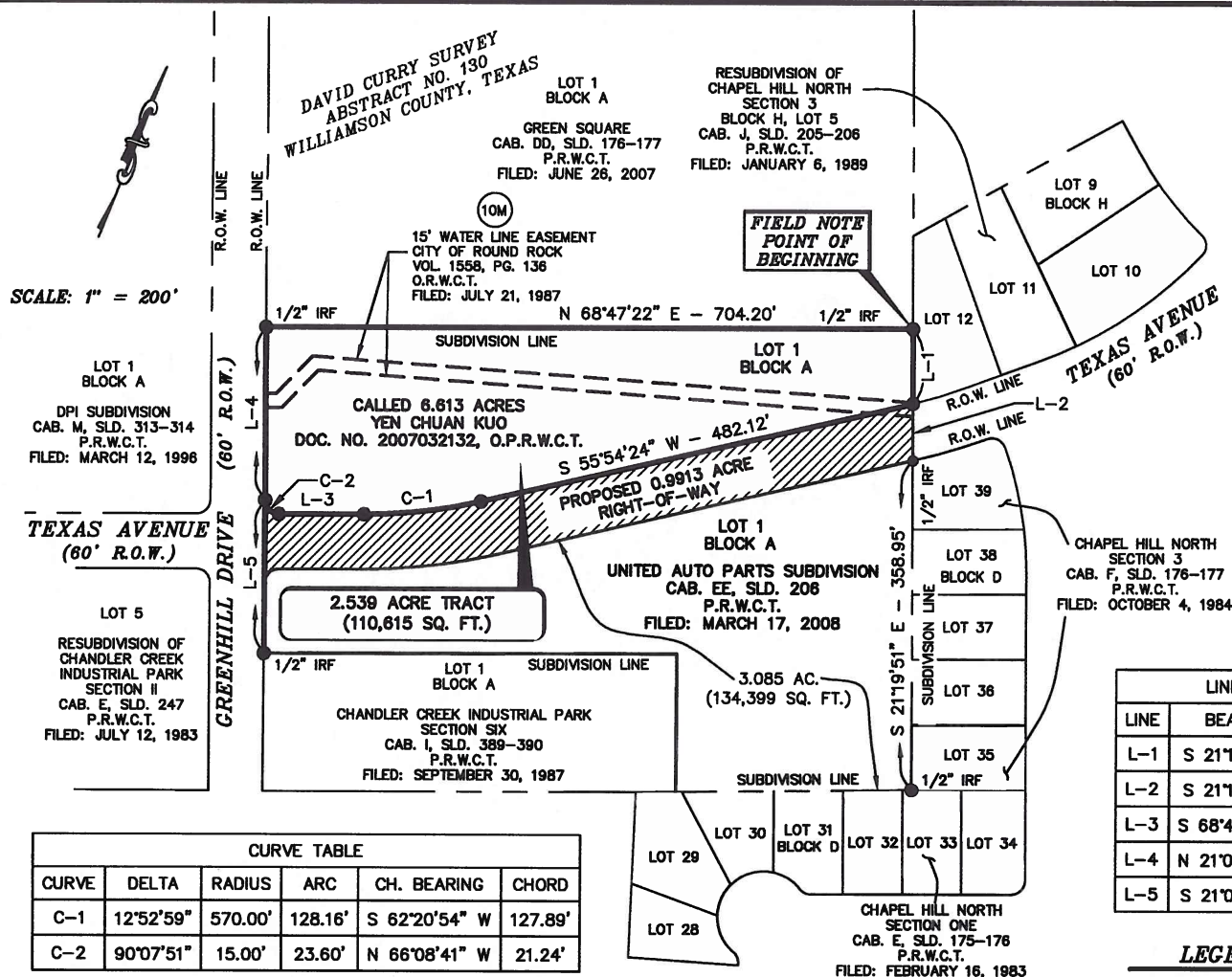
12-15-2016  
Date



# EXHIBIT "A"

## DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 2.539 ACRE TRACT

LOCATED IN THE DAVID CURRY SURVEY, ABSTRACT 130,  
AND BEING A PART OF LOT 1, BLOCK A, UNITED AUTO PARTS SUBDIVISION,  
RECORDED IN CABINET EE, SLIDE 206, PLAT RECORDS OF 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.

**THE WALLACE GROUP**  
engineers architects surveyors  
A CP&Y COMPANY

WACO KILLEEN DALLAS ROUND ROCK

TBPLS 10051701

1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPE F-54

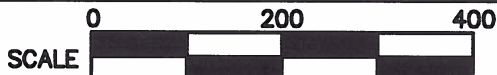
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 15TH DAY OF DECEMBER, 2016.

SURVEYED: 12/13/2016

DANIEL M. FLAHERTY, R.P.L.S. NO. 5004



4 OF 4



PLAT NO. A-5043

DRAFT DATE 12-15-2016

DRAWN BY RDB

WORK ORDER NO. 23563

FIELDBOOK/PG. 262/32

TAB # A-5043

DIGITAL FILE 23563R-13-TRACT

F/N # 23563R-13/FN-03

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## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.11

---

**Title:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the Upper Brushy Creek Water Control Improvement District (WCID) for the construction and maintenance of storm water facilities regarding the Texas Avenue extension project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2017-4639**

The Texas Avenue Connection will provide for a new roadway connection. The project will extend existing Texas Avenue from Greenhill Drive to its current termini, approximately 730ft. east of Greenhill Drive. The Texas Avenue Connection will provide continuity from Interstate 35 to the existing subdivisions east of Greenhill Drive. The project is proposed to be ready for advertising by mid-November 2017.

Additionally, Upper Brushy Creek Water Control and Improvement District(WCID) will be concurrently constructing a new facility on their recently purchased site, directly north of the Texas Ave. project. Both projects are required to treat, and detain, their respective storm water runoff. It is the intent of the City of Round Rock(CORR) to partner with WCID in its treatment and detention of storm water by way of a sedimentation/filtration/detention pond(Detention Pond). This partnership will be documented through the execution of an Interlocal Agreement(ILA) that will be mutually beneficial for both WCID and the CORR.

The ILA provides that the CORR will be responsible for costs associated with the design, construction and permitting of the required Detention Pond(assuming 75% impervious cover). The design and construction costs associated with the Detention Pond are for a standard typical Detention Pond; any requests to upgrade the facility, or reduce its footprint, will be the financial responsibility of WCID. Further, the ILA requires WCID to allocate the land prescribed for the Detention Pond at no cost to the CORR. Additionally, WCID will be solely responsible for all costs associated with the maintenance and repair of the Detention

Pond indefinitely.

The Transportation Department recommends that the City of Round Rock approve a resolution to execute an Interlocal Agreement with Upper Brushy Creek Water Control and Improvement District regarding storm water treatment and detention for the Texas Avenue Project.

**RESOLUTION NO. R-2017-4639**

**WHEREAS**, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

**WHEREAS**, the City of Round Rock wishes to enter into an Interlocal Agreement with Upper Brushy Creek Water Control and Improvement District for the construction and maintenance of storm water facilities in regard to the Texas Avenue Extension Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement Between Upper Brushy Creek Water Control and Improvement District and City of Round Rock for the Construction and Maintenance of Stormwater Facilities, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### INTERLOCAL AGREEMENT BETWEEN UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT AND CITY OF ROUND ROCK FOR THE CONSTRUCTION AND MAINTENANCE OF STORMWATER FACILITIES

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

This Interlocal Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Upper Brushy Creek Water Control and Improvement District, a political subdivision of the State of Texas (the "District") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

#### RECITALS

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the District desires to purchase Lot 1B, Block A of the Replat of Lot 1, Block A United Auto Parts Subdivision (the "Property") from the City for the purpose of constructing a new office facility (see Exhibit "A");

**WHEREAS**, the City desires to extend Texas Avenue between Greenhill Drive to Chapel Hill North Section 3;

**WHEREAS**, the City desires to provide stormwater detention and treatment (the "Improvements") for the Texas Avenue extension and the new office facility constructed by the District;

**WHEREAS**, the District and the City desire to cooperate in the expeditious purchase, design, and construction of the foregoing; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the City and the District agree as follows:

#### A.

#### TERMS AND CONDITIONS

##### 1. Real Property Purchase.

1.1 The Property purchase is executed through the Commercial Contract – Unimproved Property between the City and the District.

- 1.2 The City agrees to complete the relocation of the existing 12" AC Waterline from the Property to within the right-of-way of the Texas Avenue Extension no later than February 2018. The existing waterline inside the Property will be abandoned in place. The District may process the release of the waterline easement on the Property at their expense. The District may remove or grout the abandoned waterline on the Property at their expense.
- 1.3 The City agrees to have received all necessary permits and be substantially complete with construction of the Improvements no later than July 2018. Until the Texas Avenue extension is complete, the District and their contractor(s) will have sole access to the Property from Greenhill Drive.
- 1.4 As part of the Texas Avenue Extension Project, the City agrees to construct one 30' commercial driveway to the Property (ending at the Texas Avenue north ROW line), as shown on Exhibit "B". The driveway shall be located at an agreed location approximately 285 feet east of Greenhill Drive. The driveway is intended as the only driveway to the Property from Texas Avenue and shall be a shared driveway if the District subdivides the Property in the future.

## **2. Stormwater Detention and Treatment**

- 2.1 In association with the Texas Avenue Extension, the City shall design and construct a stormwater treatment and detention pond ("Improvements") within the Property as shown on Exhibit "B". The Improvements will be designed with a connection at or near the southeast corner of the remaining developable Property. The exact location of the connection will be determined in coordination with the District.
- 2.2 The Improvements shall be constructed to have sufficient capacity to serve the Property (assuming 75% impervious cover) and the Texas Avenue extension, both shown on Exhibit "B", attached hereto.
- 2.3 The City shall be responsible for acquiring any and all necessary permits for the construction of the Improvements. TCEQ approval of the water quality Improvements is critical to the District's new office facility occupancy, and the submittal process will be expedited by the City to the extent practicable. The District will be responsible for any TCEQ required submittals associated with the use of the Improvements for the Property.
- 2.4 The City shall be solely responsible for all costs associated with the design, construction, and permitting of the Improvements as shown on Exhibit "B". The District shall be solely responsible for all costs associated with any enhanced modifications to the Improvements.
- 2.5 The District shall be the owner of the Improvements and will be solely responsible for the maintenance and repair of the Improvements to ensure that it continues to perform as designed.

**B.**  
**MISCELLANEOUS PROVISIONS**

**1.     Execution.**

This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

**2.     Governing Law.**

This Agreement will be governed by the Constitution and laws of the State of Texas.

**3.     Successors and Assigns.**

The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

**4.     Headings.**

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

**5.     Partial Invalidity.**

If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

**6.     Waiver.**

Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

**7.     Amendments.**

This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

**8.     Cooperation.**

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.



**9. Venue.**

All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

**10. Third Party Beneficiaries.**

Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

**11. Representations.**

Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

**12. Exhibits.**

All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

**13. Entire Agreement.**

This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

*(signatures on following page)*

**UPPER BRUSHY CREEK WATER CONTROL  
AND IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Jeff Sawyer, President

Date: \_\_\_\_\_

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sara White, City Clerk

**EXHIBIT "A"**

**METES AND BOUNDS DESCRIPTION  
OF A  
2.539 ACRE TRACT OF LAND OUT OF THE  
YEN CHUAN KUO TRACT  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING a 2.539 acre (110,615 square feet) tract of land situated in the David Curry Survey, Abstract No. 130, City of Round Rock, Williamson County, Texas; said 2.539 acre tract being a portion of that certain called 6.613 acre tract of land described in a Special Warranty Deed to Yen Chuan Kuo, filed on April 19, 2007, and recorded in Document No. 2007032132, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.); said 2.539 acre tract also being a portion of Lot 1, Block A, United Auto Parts Subdivision, filed on March 17, 2008, and recorded in Cabinet EE, Slide 206, Plat Records of Williamson County, Texas (P.R.W.C.T.); Said 2.539 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northeast corner of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, same being the southeast corner of Lot 1, Block A, Green Square, filed on June 26, 2007, and recorded in Cabinet DD, Slides 176-177, P.R.W.C.T., same being on the west line of Lot 12, Block H, Resubdivision of Chapel Hill North Section 3 Block H, Lot 5, filed on January 6, 1989, and recorded in Cabinet J, Slides 205-206, P.R.W.C.T., for the **POINT OF BEGINNING** and northeast corner of the herein described tract,

**THENCE (L-1) South 21° 19' 51" East**, with the east line of said 6.613 acre tract and said Lot 1, Block A, same being the west line of said Lot 12, a distance of **81.51 feet** to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") found, said point marking the southwest corner of said Lot 12, said point also being the western terminus of the north right-of-way (R.O.W.) line of Texas Avenue (having a 60 foot width), from which a 1/2-inch iron rod found for the northwest corner of Lot 39, Block D, Chapel Hill North Section 3, filed on October 4, 1984, and recorded in Cabinet F, Slides 176-177, P.R.W.C.T., said point also being the western terminus of the south R.O.W. line of said Texas Avenue bears South 21° 19' 51" East, at a distance of 61.52 feet and from which a 1/2-inch iron rod found marking the southeast corner of said 6.613 acre tract and said Lot 1, Block A bears South 21° 19' 51" East, at a distance of 358.95 feet;

**THENCE** traveling across the interior of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, the following four (4) calls:

**Exhibit "A" continued**  
**Description of a 2.539 acre tract**

- 1) **South 55° 54' 24" West**, a distance of **482.12 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the beginning of a curve to the right;
- 2) (C-1) In a **Westerly** direction, with said curve to the right, having a delta angle of **12° 52' 59"**, a radius of **570.00 feet**, an arc length of **128.16 feet**, and a chord bearing and distance of **South 62° 20' 54" West – 127.89 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the end of said curve;
- 3) (L-3) **South 68° 47' 23" West**, a distance of **92.73 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the beginning of a curve to the right;
- 4) (C-2) In a **Northwesterly** direction, with said curve to the right, having a delta angle of **90° 07' 51"**, a radius of **15.00 feet**, an arc length of **23.60 feet**, and a chord bearing and distance of **North 66° 08' 41" West – 21.24 feet** to a 1/2-inch iron rod with "CORR cap" found for the westernmost southwest corner of the herein described tract and being the end of said curve, said point being on the west line of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, said point also being on the east R.O.W. line of Greenhill Drive (having a 60 foot width), and from which a 1/2-inch iron rod found marking the southwest corner of said 6.613 acre tract and said Lot 1, Block A bears (L-5) **South 21° 04' 46" East**, at a distance of **166.86 feet**;

THENCE (L-4) **North 21° 04' 46" West**, with the common east R.O.W. line of said Greenhill Drive and the west line of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, a distance of **188.31 feet** to a 1/2-inch iron rod found for the common northwest corner of said 6.613 acre tract and said Lot 1, Block A and said Lot 1, Block A, Green Square and the southwest corner of said Lot 1, Block A, Green Square;

THENCE **North 68° 47' 22" East**, departing the east R.O.W. line of said Greenhill Drive, with the common north line of said 6.613 acre tract and Lot 1, Block A, United Auto Parts Subdivision and the south line of said Lot 1, Block A, Green Square, a distance of **704.20 feet** to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 2.539 acre (110,615 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas.

**Exhibit "A" continued**  
**Description of a 2.539 acre tract**

**Basis of Bearings:** Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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-5043 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, Inc. Company  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10051701



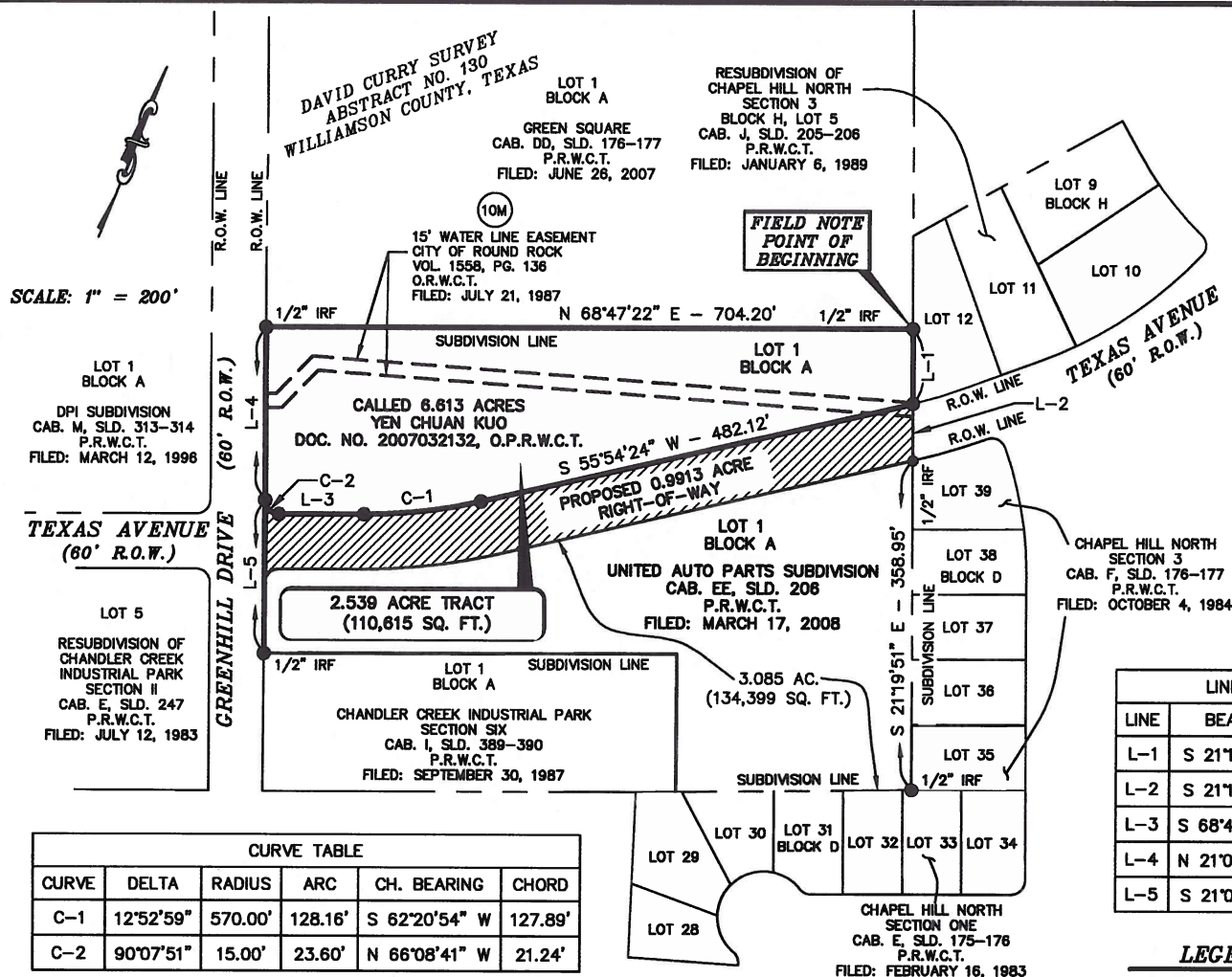
See attached Plat No. A-5043  
23563-13/FN03.doc

12-15-2016  
Date

# EXHIBIT "A"

## DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 2.539 ACRE TRACT

LOCATED IN THE DAVID CURRY SURVEY, ABSTRACT 130,  
AND BEING A PART OF LOT 1, BLOCK A, UNITED AUTO PARTS SUBDIVISION,  
RECORDED IN CABINET EE, SLIDE 206, PLAT RECORDS OF 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 CORRS RTK NETWORK.



**THE WALLACE GROUP**  
engineers architects surveyors  
A CP&Y COMPANY

WACO KILLEEN DALLAS ROUND ROCK

TBPLS 10051701

1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPE F-54

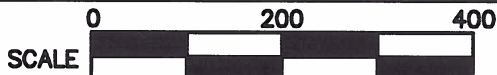
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 15TH DAY OF DECEMBER, 2016.

SURVEYED: 12/13/2016

DANIEL M. FLAHERTY, R.P.L.S. NO. 5004



4 OF 4



PLAT NO. A-5043

DRAFT DATE 12-15-2016

DRAWN BY RDB

WORK ORDER NO. 23563

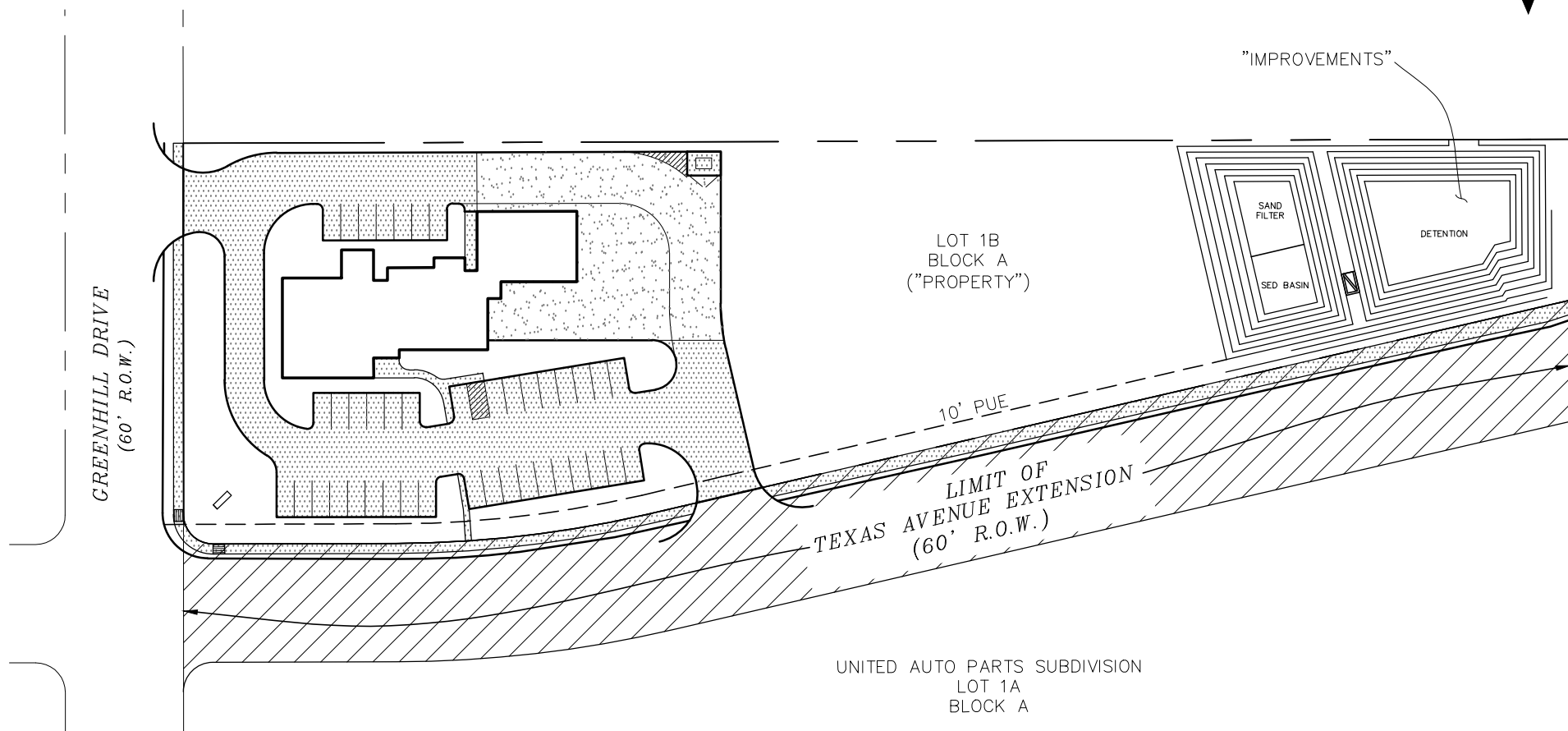
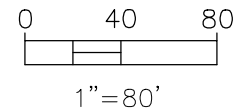
FIELDBOOK/PG. 262/32

TAB # A-5043

DIGITAL FILE 23563R-13-TRACT

F/N # 23563R-13/FN-03

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## EXHIBIT B

### UPPER BRUSHY CREEK WCID - FACILITY SITE SCHEMATIC SITE PLAN

UPPER BRUSHY CREEK  
WATER CONTROL AND  
IMPROVEMENT DISTRICT

JULY 11, 2017



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.12

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract with DeNucci Constructors, LLC for the Creek Bend Extension/Western Gateway Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/27/2017

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

**Cost:** \$805,726.50

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

**Attachments:** Resolution, Bid Tab, Letter of recommendation, Form 1295

**Department:** Transportation Department

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### **Text of Legislative File 2017-4604**

This is a request for awarding a construction contract for the Creek Bend Extension & Western Gateway project. This project will be in the setting of Southwest Downtown Infrastructure Improvements 5A project and the Creek Bend Extension project. This project will include provisions for landscaping, hard scape, irrigation and a Gateway Entrance sign in accordance to the proposed program scope items as directed the City of Round Rock. This project will also incorporate the former wellhead and gazebo to accompany landscape plantings and associated improvements.

On May 30, 2017 at 2:00pm, bids were submitted and opened for the above referenced project. One (1) responsive bid proposal was submitted with a total bid price of \$805,726.50 by DeNucci Constructors, LLC. The engineer's opinion of probable construction cost was estimated at \$750,000. Based upon the careful review of the Bid Tabulation, the Transportation Department and Studio 16:19 (Brent A. Baker) recommends the City of Round Rock approval of award to DeNucci Constructors, LLC. in the amount of \$805,726.50

**Cost:** \$805,726.50

**Source of Funds:** *RR Transportation and Economic Development Corporation*



**RESOLUTION NO. R-2017-4604**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the Creek Bend Extension / Western Gateway Project, and

**WHEREAS**, while only one bid was received from DeNucci Constructors, LLC, the City Council has determined that the bid is acceptable, and

**WHEREAS**, the City Council wishes to accept the bid of DeNucci Constructors, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with DeNucci Constructors, LLC for the Creek Bend Extension / Western Gateway Project.

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

**RESOLVED** this 27th day of July, 2017.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

## BID TABULATION

**THE CITY OF ROUND ROCK**  
**Transportation Department**  
 2008 Enterprise Dr.  
 Round Rock, Texas. 78664

Bid Extended By:

Print Name Initials

Bid Opening Date: #####

Bid Opening Location: 221 E Main St

Liquidated Damages: \$ xxx / Calendar Days

No. of Responses:

Project Manager:

Project Consultant:

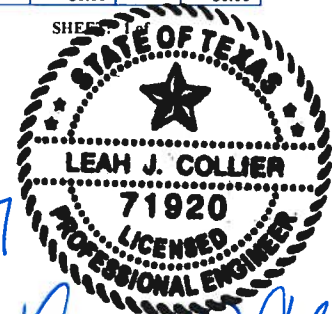
PROJECT NAME: Creek Bend Extension & Western Gateway

PROJECT ID:

PROJECT DURATION: xxx Calendar Days

BIDDER'S NAME:									
DeNucci Constructors									
CONTRACTOR'S BUSINESS LOCATION:									
Austin, TX									
GUARANTEE: BB-Bid Bond  CC-Cashier Check  CTC Certified Check									
Yes									
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No									
Yes									
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No									
N/A									
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization/General Conditions	1	LS	\$8,000.00	\$8,000.00		\$0.00		\$0.00
2	Traffic Control Plan	1	LS	\$8,500.00	\$8,500.00		\$0.00		\$0.00
3	Topsoil/Site Grading	392	CY	\$36.00	\$14,112.00		\$0.00		\$0.00
4	Site Irrigation	1	LS	\$40,000.00	\$40,000.00		\$0.00		\$0.00
5	Re-Vegetation/Hydroseed	1380	SY	\$2.00	\$2,760.00		\$0.00		\$0.00
6	Landscape Bed A	3	EA	\$3,800.00	\$11,400.00		\$0.00		\$0.00
7	Landscape Bed B	6	EA	\$2,800.00	\$16,800.00		\$0.00		\$0.00
8	Landscape Bed C	4	EA	\$3,600.00	\$14,400.00		\$0.00		\$0.00
9	Landscape Bed D	2	EA	\$3,400.00	\$6,800.00		\$0.00		\$0.00
10	Large Trees	1	LS	\$26,900.00	\$26,900.00		\$0.00		\$0.00
11	Small Trees	23	EA	\$600.00	\$13,800.00		\$0.00		\$0.00
12	River Rock	29	CY	\$325.00	\$9,425.00		\$0.00		\$0.00
13	Granite Gravel Mulch	215	CY	\$65.00	\$13,975.00		\$0.00		\$0.00
14	Limestone Edging	185	LF	\$35.00	\$6,475.00		\$0.00		\$0.00
15	Geotextile Fabric	17427	SF	\$1.00	\$17,427.00		\$0.00		\$0.00
16	Mobilization/General Conditions	1	LS	\$18,000.00	\$18,000.00		\$0.00		\$0.00
17	Excavation/Site Grading	1	LS	\$12,000.00	\$12,000.00		\$0.00		\$0.00
18	Tree Protection Fencing	1	LS	\$2,000.00	\$2,000.00		\$0.00		\$0.00
19	Demolition and Haul Off	1	LS	\$16,500.00	\$16,500.00		\$0.00		\$0.00
20	18" Concrete Seatwall	160	LF	\$105.00	\$16,800.00		\$0.00		\$0.00
21	2' Wide Concrete Bands	477	LF	\$26.00	\$12,402.00		\$0.00		\$0.00
22	Concrete Pavers	413	SF	\$27.00	\$11,151.00		\$0.00		\$0.00
23	Handrail and Limestone Wall	1	LS	\$12,000.00	\$12,000.00		\$0.00		\$0.00
24	Construction of Gazebo	1	LS	\$18,000.00	\$18,000.00		\$0.00		\$0.00
25	3" CAL Canopy Tree	22	EA	\$875.00	\$19,250.00		\$0.00		\$0.00
26	Ornamental Trees	25	EA	\$700.00	\$17,500.00		\$0.00		\$0.00
27	Landscape Shrubs, 5 GAL	260	EA	\$72.00	\$18,720.00		\$0.00		\$0.00
28	Landscape Shrubs, 3 GAL	535	EA	\$65.00	\$34,775.00		\$0.00		\$0.00
29	Landscape Shurbs, 1 GAL	1371	EA	\$60.00	\$82,260.00		\$0.00		\$0.00
30	3" Depth Compost	24	CY	\$77.00	\$1,848.00		\$0.00		\$0.00
31	3" Depth Hardwood mulch	24	CY	\$90.00	\$2,160.00		\$0.00		\$0.00
32	Concrete Pavers	5368	SF	\$22.00	\$118,096.00		\$0.00		\$0.00
33	Geotextile Fabric	2559	SF	\$1.00	\$2,559.00		\$0.00		\$0.00
34	Limestone Edging	133	LF	\$35.00	\$4,655.00		\$0.00		\$0.00
35	Corten Signage Cabinet	1	LS	\$45,000.00	\$45,000.00		\$0.00		\$0.00
36	Native Seed	4543	SF	\$3.50	\$15,900.50		\$0.00		\$0.00
37	New Site Irrigation System	1	LS	\$78,000.00	\$78,000.00		\$0.00		\$0.00
38	Concrete Ribbon Curb	1086	LF	\$16.00	\$17,376.00		\$0.00		\$0.00
39	Sign Footing Allowance	1	LS	\$7,500.00	\$7,500.00		\$0.00		\$0.00
40	Gazebo Footing Allowance	1	LS	\$1,500.00	\$1,500.00		\$0.00		\$0.00
41	Topsoil Allowance	1	LS	\$5,000.00	\$5,000.00		\$0.00		\$0.00
42	Traffic Control Plan	1	LS	\$4,000.00	\$4,000.00		\$0.00		\$0.00
<b>TOTAL:</b>					<b>\$805,726.50</b>		<b>\$0.00</b>		<b>\$0.00</b>

SHEET



6-9-17

*Leah J. Collier*

June 9, 2017

**City of Round Rock**  
Transportation Department  
Mr. Gary Hudder, Transportation Director  
2008 Enterprise Drive  
Round Rock, TX 78664  
[ghudder@roundrocktexas.gov](mailto:ghudder@roundrocktexas.gov)

**Re: Landscape Architect Letter of Recommendation for Award**

Project Name: Creek Bend Extension / Western Gateway  
Project Address: Creek Bend Boulevard / Round Rock Avenue @ Blair Street

Dear Mr. Hudder:


On this day May 30, 2017, construction bids were received for the above referenced projects. A total of one (1) bid was received, with DeNucci Constructors, LLC of Austin, Texas submitting the lowest bid in the amount of \$805,726.50 for Project Base bid items.

DeNucci Constructors, LLC has completed multiple municipal projects in the Central Texas area of similar scope and fee. Based upon past performance, our evaluation of their references, and submission of the lowest qualified bid, we recommend the award to DeNucci Constructors, LLC in the amount of \$805,726.50 for Base Bid, but will defer to the City for final judgment.

Please feel free to contact me should you have any questions, comments, or require any additional information. You may reach me via e-mail at [brent@studio1619.com](mailto:brent@studio1619.com) or by phone at (512) 534.8680

Respectfully submitted,

studio 16:19, LLC



Brent A. Baker, ASLA, CLARB  
managing principal



cc : Mr. Todd Keltgen, City of Round Rock  
Mrs. Leah Collier, City of Round Rock  
Mr. Jonathan Wagner, Studio 16:19

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

DeNucci Constructors, LLC  
Austin, TX United States

Certificate Number:  
2017-238467

Date Filed:  
07/19/2017

Date Acknowledged:

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.

Western Gateway  
Misc. Street Improvements, landscaping, and signage

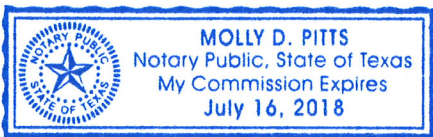
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



Paul T. DeNucci  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul T. DeNucci, this the 20th day of July, 20 17, to certify which, witness my hand and seal of office.

Molly D Pitts  
Signature of officer administering oath

Molly D. Pitts  
Printed name of officer administering oath

Office Manager  
Title of officer administering oath