



City of Round Rock

City Council

Meeting Agenda

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

Thursday, June 23, 2016

7:00 PM

City Council Chambers, 221 East Main St.

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. 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.

- E.1 [2016-3589](#) [Consider approval of the minutes for the June 9, 2015 City Council meeting.](#)
- E.2 [2016-3541](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Stantec Consulting Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization.](#)
- E.3 [2016-3542](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Brown & Gay Engineers, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization.](#)

- E.4 [2016-3563](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with HDR Engineering, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization.](#)
- E.5 [2016-3564](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Terracon Consultants for On-Call Geotechnical Services Work Authorization.](#)
- E.6 [2016-3565](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Raba Kistner Consultants Inc. for On-Call Geotechnical Services Work Authorization.](#)

F. PUBLIC HEARINGS:

- F.1 [2016-3443](#) [Consider public testimony regarding the draft CDBG 2016-2017 Annual Action Plan.](#)

G. RESOLUTIONS:

- G.1 [2016-3592](#) [Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with KR Acquisitions, LLC.](#)
- G.2 [2016-3561](#) [Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Sunrise Road Median Construction Project.](#)
- G.3 [2016-3560](#) [Consider a resolution authorizing the Mayor to execute an Agreement to Share Costs with the Brazos River Authority for the No-Net-Loss Study.](#)
- G.4 [2016-3571](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with LAN, Inc. for the Neighborhood Stormwater Modeling 2016-2018 Work Authorization.](#)
- G.5 [2016-3572](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM for the Creek Stormwater Modeling 2016-2018 Work Authorization.](#)

H. ORDINANCES:

- H.1 [2016-3543](#) [Consider public testimony regarding, and an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties in the city limits of Round Rock. \(First Reading\)*](#)
- H.2 [2016-3525](#) [Consider an ordinance annexing a 2.184 acre tract of City-owned property and a 0.173 acre tract of right-of-way along a portion of A.W. Grimes. \(First Reading\)*](#)
- H.3 [2016-3539](#) [Consider an ordinance amending Chapter 32, Sections 32-22 and 32-23, Code of Ordinances \(2010 Edition\), regarding residential refuse and commercial refuse. \(First Reading\)\(Requires Two Readings\)](#)

H.4 [2016-3573](#) [Consider an ordinance amending Chapter 46, Sections 46-134 -138, Code of Ordinances \(2010 Edition\), regarding fence requirements and maintenance. \(First Reading\)\(Two Readings\)](#)

H.5 [2016-3574](#) [Consider an ordinance amending Chapter 46, Section 46-195, Code of Ordinances \(2010 Edition\), regarding screening of dumpsters. \(First Reading\)\(Requires Two Readings\)](#)

I. APPOINTMENTS:

I.1 [2016-3531](#) [Consider the appointment of a Mayor Pro-Tem.](#)

I.2 [2016-3596](#) [Consider confirming the City Manager's appointment of one \(1\) member to the Civil Service Commission.](#)

I.3 [2016-3590](#) [Consider the appointment of a Municipal Judge and Associate Municipal Judge to fill expired terms.](#)

I.4 [2016-3587](#) [Consider five \(5\) appointments to the Planning and Zoning Commission to fill expired terms.](#)

I.5 [2016-3586](#) [Consider three \(3\) appointments to the Historic Preservation Commission to fill expired terms.](#)

I.6 [2016-3588](#) [Consider five \(5\) appointments to the Zoning Board of Adjustment to fill expired terms.](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. EXECUTIVE SESSION:

K.1 [2016-3595](#) [Consider Executive Session as authorized by §551.072, Government Code, to deliberate the purchase of and/or value of the leasehold interest of the Chamber of Commerce building at 212 E Main Street.](#)

K.2 [2016-3603](#) [Consider Executive Session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding a matter where the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Government Code.](#)

L. ADJOURNMENT

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on this 17th day of June 2016 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the June 9, 2015 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 060916 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2016-3589



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, June 9, 2016

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

The Round Rock City Council met in regular session on Thursday, June 9, 2016 in the City Council Chambers located at 221 E. Main Street, Round Rock.

Mayor McGraw called the meeting to order at 7:03 p.m.

ROLL CALL

Present: 5 - Mayor Alan McGraw
Councilmember Craig Morgan
Councilmember Frank Leffingwell
Councilmember Rene Flores
Councilmember Kris Whitfield

Absent: 2 - Councilmember Will Peckham
Councilmember Writ Baese

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Pat Cavanaugh, 2001 Laura Court, spoke to the City Council regarding communication to the Council and City Manager's office.

PRESENTATIONS:

- E.1** [2016-3534](#) Consider a presentation from the Texas Department of Transportation (TxDOT) regarding the Diverging Diamond Intersection.
- Representatives from the Texas Department of Transportation (TxDOT) made the presentation to the City Council.*

CONSENT AGENDA:

All items listed under the Consent Agenda were enacted by one motion. There was no separate discussion of these items and no items were removed from the Consent Agenda.

A motion was made by Councilmember Kris Whitfield seconded by Councilmember Frank Leffingwell that the Consent Agenda was approved. The motion carried by the following vote:

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

- F.1** [2016-3527](#) Consider approval of the minutes for the May 26, 2016 City Council meeting.
This item was approved under the Consent Agenda.
- F.2** [2016-3484](#) Consider an ordinance adopting Amendment No. 2 to the FY 2015-2016 Annual Budget. (Second Reading)
This item was approved under the Consent Agenda.
- F.3** [2016-3485](#) Consider an ordinance adopting Amendment No. 3 to the FY 2015-2016 Annual Budget for mid-year adjustments including amending the full time equivalent position count for the General Fund and the HOT fund and to allocate funding. (Second Reading)
This item was approved under the Consent Agenda.
- F.4** [2016-3526](#) Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 2 with 360 Press Solutions, LLC for print services for letterhead, envelopes, and business cards.
This item was approved under the Consent Agenda.
- F.5** [2016-3490](#) Consider a resolution authorizing the City Manager to submit a Grant Application to the Office of the Governor, Criminal Justice Division for funds to operate the Police Department's Body-Worn Camera Program for FY 2016-2017.
This item was approved under the Consent Agenda.

- F.6** [2016-3517](#) Consider a resolution authorizing the Mayor to execute an Agreement with Industrial Asphalt and Aggregate for the purchase of aggregate material.
- This item was approved under the Consent Agenda.
- F.7** [2016-3501](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with Cobos Design & Construction, Inc. for purchase of general building trade services (Painting).
- This item was approved under the Consent Agenda.
- F.8** [2016-3502](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with Cobos Design & Construction, Inc. for purchase of general building trade services (Carpentry).
- This item was approved under the Consent Agenda.
- F.9** [2016-3503](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with Cobos Design & Construction, Inc. for purchase of general building trade services (Drywall).
- This item was approved under the Consent Agenda.
- F.10** [2016-3504](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with 5-F Mechanical Group, Inc. for purchase of general building trade services (HVAC).
- This item was approved under the Consent Agenda.
- F.11** [2016-3505](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with 5-F Mechanical Group, Inc. for purchase of general building trade services (Plumbing).
- This item was approved under the Consent Agenda.
- F.12** [2016-3507](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with 360 Roofing, LLC for purchase of general building trade services (Roofing).
- This item was approved under the Consent Agenda.
- F.13** [2016-3508](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with ACM Services, LLC for purchase of general building trade services (Electrical).
- This item was approved under the Consent Agenda.

- F.14** [2016-3509](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with M & C Electric, Inc. for purchase of general building trade services (Electrical).

This item was approved under the Consent Agenda.

- F.15** [2016-3510](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with Partners Remodeling Restoration & Waterproofing, LLC for purchase of general building trade services (Masonry/Concrete Finishing).

This item was approved under the Consent Agenda.

- F.16** [2016-3511](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with TDIndustries, Inc. for purchase of general building trade services (HVAC).

This item was approved under the Consent Agenda.

- F.17** [2016-3512](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with TDIndustries, Inc. for purchase of general building trade services (Plumbing).

This item was approved under the Consent Agenda.

- F.18** [2016-3513](#) Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with Texas Roofing Co., LP for purchase of general building trade services (Roofing).

This item was approved under the Consent Agenda.

RESOLUTIONS:

- G.1** [2016-3530](#) Consider a resolution approving Travis Central Appraisal District's purchase of a vacant lot at 2304 Forbes Drive for future expansion of the appraisal district facilities.

Susan Morgan, CFO, made the staff presentation

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

Aye: 5 - Mayor McGraw
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
 Councilmember Baese

G.2 [2016-3499](#)

Consider a resolution authorizing the Mayor to execute an Engagement Letter with Brockway, Gersbach, Franklin & Niemeier, P.C. for the 2016 financial and compliance audit.

Susan Morgan, CFO, made the staff presentation.

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.3 [2016-3493](#)

Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Urban Intownhomes regarding the development of approximately 3.68 acres of land south of City Hall between East Bagdad Avenue and the Union Pacific Railroad.

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

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.4 [2016-3544](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvements Program (TCIP).

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.5 [2016-3475](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 9 with Atkins North America, Inc. for the Creek Bend Boulevard Project.

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.6 [2016-3487](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Continental Homes of Texas, L.P. for the purchase of a 0.917 acre tract of land for the Logan Drive Extension Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.7 [2016-3516](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Pflugerville regarding the cost associated with the engineering and design of the frontage roads along SH 45 between Heatherwilde Boulevard and Donnell Drive.

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.8 [2016-3529](#)

Consider a resolution authorizing the Mayor to execute an Agreement for Professional Consulting Services for Engineering and Design Services for the Roundville Lane Project with Stantec Consulting Services, Inc.

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.9 [2016-3494](#)

Consider a resolution authorizing the Mayor to execute a Water Treatment and Transmission Agreement with the City of Georgetown.

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

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

G.10 [2016-3514](#)

Consider a resolution authorizing the Mayor to execute an Alternative Wastewater Service Billing Agreement with Michael Angelo's Gourmet Foods, Inc.

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

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

Aye: 5 - Mayor McGraw
Councilmember Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Whitfield

Nay: 0

Absent: 2 - Councilmember Peckham
Councilmember Baese

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

The Council recessed to executive session. Mayor McGraw called the session to order at 8:40 p.m. and adjourned it at 9:00 p.m.

I.1 [2016-3373](#)

Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

I.2 [2016-3467](#)

Consider Executive Session as authorized by §551.072, Government Code, related to the value of real property needed for the University Boulevard improvements project.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:00 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Stantec Consulting Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3541

This Work Authorization contract for traffic operations engineering services will allow the Transportation Department staff to quickly assign work to Stantec for small to moderate traffic studies and design projects. This Work Authorization contract supplemental is for an additional two-year period and has a not to exceed total of \$100,000.00. Examples of tasks that might be expected under the individual work authorizations include: coordinated signal timing plan development, signal improvement design, traffic data collection and analysis, and signing and marking plans development. There are many instances in which the Transportation Department is asked to provide specific traffic data and/or implement "fixes" relative to economic development, safety concerns, and questions raised by community members. Many times we cannot respond quickly enough, due to staffing constraints. Having this contract in place with Stantec will allow us to react to those issues and request more effectively.

Staff recommends approval.

RESOLUTION NO. R-2016-3541

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Stantec Consulting Inc., formerly Bury, Inc., for 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization; and

WHEREAS, Stantec Consulting Inc. has submitted Supplemental Contract No. 1 to the Contract to change the name of the Engineer and to modify the contract term; and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Stantec Consulting Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Stantec Consulting Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES
FOR 2015-2017 ON-CALL TRAFFIC OPERATIONS ENGINEERING SERVICES
WORK AUTHORIZATION**

FIRM: STANTEC CONSULTING INC. ("Engineer")
ADDRESS: 221 West Sixth Street, Suite 600, Austin, TX 78701

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Stantec Consulting Inc., formerly Bury, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Bury, Inc. executed a Contract for Engineering Services, hereinafter called the "Contract", on the 13th day of August, 2015 for the 2015-2017 On-Call Traffic Operations Engineering Services Project in the amount of \$100,000.00; and

WHEREAS, Bury, Inc. has changed its name to Stantec Consulting Inc.; and

WHEREAS, it is necessary to amend the Contract to reflect this name change; and

WHEREAS, it has become necessary to amend the Contract so that the contract term shall terminate at the close of business day on December 31, 2018;

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

I.

The Contract shall be amended to change the name of the Engineer from Bury, Inc. to Stantec Consulting Inc.

II.

Article 3, Contract Term shall be amended so that the contract term shall terminate at the close of business day on December 31, 2018.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

STANTEC CONSULTING INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

STANDARD RATE SCHEDULE

THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Managing Principal	\$ 245.00 per hour
Principal	\$ 225.00 per hour
Senior Vice President	\$ 210.00 per hour
Vice President	\$ 200.00 per hour
Senior Project Manager	\$ 190.00 per hour
Project Manager	\$ 175.00 per hour
Senior Consultant	\$ 160.00 per hour
Consultant	\$ 140.00 per hour
Associate Consultant	\$ 130.00 per hour
Senior Technical Designer	\$ 110.00 per hour
Technical Designer	\$ 100.00 per hour
Landscape Architect	\$ 100.00 per hour
LA Designer	\$ 80.00 per hour
Managing Surveyor	\$ 160.00 per hour
Senior Survey Tech	\$ 120.00 per hour
Survey Tech	\$ 105.00 per hour
Administration	\$ 80.00 per hour
Construction Observation	\$ 120.00 per hour
Claims Management	\$ 275.00 per hour
Expert Witness	\$ 450.00 per hour

FIELD PARTY SERVICES

2-Man Field Party	\$ 160.00 per hour
3-Man Field Party	\$ 185.00 per hour
4-Man Field Party	\$ 215.00 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles	\$ Per IRS Rates
By Firm's Survey Trucks	\$ 0.75 per mile

Subsistence for Out-of-City Work (Survey Field Crew)	Prevailing IRS approved rates for survey locale
Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Our cost plus 10%
In-House Courier & Delivery Services.....	< 15 Miles at ¼ hr Billing
In-House Courier & Delivery Services.....	> 15 Miles at ½ hr Billing
In-House Reproduction & Printing by Firm.....	Prevailing commercial rates
Outside Reproductions, Couriers and other Direct Expenses	Our cost plus 10%

These rates are subject to change without notice

NOTES:

1. Field Party rates include a charge for normal equipment, normal supplies and survey vehicles. Abnormal use of stakes, lathes, etc. used (such as during the construction phase of a project) will be charged as indicated. A mileage charge will be billed for projects exceeding a 50 mile radius of the base office.
2. A minimum of two (2) hours Field Party time charge will be made for show up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the appropriate rates shown above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2016

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

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

PRODUCER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME ANDREA OTTO	FAX (A/C, No): 1-312-381-6608	
	PHONE (A/C, No, Ext): 1-952-807-0679	E-MAIL ADDRESS: ANDREA.OTTO@AON.COM	
INSURED STANTEC CONSULTING SERVICES NC. 221 WEST SIXTH STREET SUITE 600 AUSTIN TX 78701-3411	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INSURANCE COMPANY		16535
	INSURER B: SENTRY INSURANCE A MUTUAL COMPANY		24988
	INSURER C: ZURICH INSURANCE COMPANY		
	INSURER D: SENTRY INSURANCE A MUTUAL COMPANY		24988
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 541

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLO5415704 XCU COVER INCLUDED	05/01/16	05/01/17	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
	<input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY		PERSONAL & ADV INJURY \$ 2,000,000				
	<input checked="" type="checkbox"/> OWNERS & CONTRACTORS		GENERAL AGGREGATE \$ 4,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG							\$
B	AUTOMOBILE LIABILITY			90-17043-08	05/01/16	05/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
			\$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/16	05/01/17	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000					\$	
						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		90-17043-06	05/01/16	05/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

AUSTIN, TX - 221 WEST SIXTH ST.
THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS, IF ANY AS PER WRITTEN CONTRACT. ENDORSEMENTS # CG 20 10 07 04, CG 20 37 07 04, CA 20 48 02 99, CG 24 04 05 09, CA 04 44 03 10 AND WC 00 03 13 ARE ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF ROUND ROCK
ATTN: CITY MANAGER
221 E. MAIN STREET
ROUND ROCK, TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea R. Otto

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2016

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

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

PRODUCER AON REED STENHOUSE INC. 900 - 10025 - 102A AVENUE EDMONTON AB T5J 0Y2	CONTACT NAME TAMMIE BESON	PHONE (A/C, No, Ext): 1-780-423-9462	FAX (A/C, No): 1-780-423-9876
	E-MAIL ADDRESS: TAMMIE.BESON@AON.CA		
INSURED STANTEC CONSULTING SERVICES INC. 221 WEST SIXTH STREET SUITE 600 AUSTIN TX 78701-3411	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E: CERTAIN U/W/S AT LLOYDS OF LONDON		37540
INSURER F: (BEAZLEY)			

COVERAGES

CERTIFICATE NUMBER: 1500

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
E	PROFESSIONAL LIABILITY						
	INCLUDING CONTRACTOR'S POLLUTION LIABILITY						
		N/A		QC1505150	08/01/15	08/01/16	CLAIM AND AGGREGATE LIMIT \$3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS
				NO RETROACTIVE DATE			

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

AUSTIN, TX. CONSULTING -221 WEST SIXTH STREET

COVERAGE SHALL NOT BE CANCELLED OR NON-RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER

CERTIFICATE HOLDER

CITY OF ROUND ROCK
ATTN: CITY MANAGER
221 E. MAIN STREET
ROUND ROCK, TX 78664

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Stantec Consulting Services Inc.
Austin, TX United States

Certificate Number:
2016-64062

Date Filed:
06/01/2016

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

City of Round Rock, Texas

Date Acknowledged:

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

2015-2017 On-Call Traffic
On-Call Traffic Operations Professional Engineering Services in Round Rock, Texas

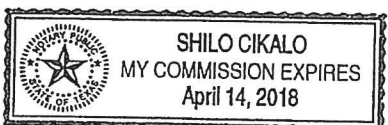
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gomes, Robert	Edmonton Alberta Canada	X	
	Allen, Richard	Boston, MA United States	X	
	Lefaiivre, Daniel	Edmonton Alberta Canada	X	
	DiManno, Tino	Calgary Alberta Canada	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.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Todd Jensen, this the 1 day of June, 2016, to certify which, witness my hand and seal of office.

[Signature] Shilo Cikalo Shilo Cikalo Office manager
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Brown & Gay Engineers, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3542

This Work Authorization contract for traffic operations engineering services will allow the Transportation Department staff to quickly assign work to Brown & Gay Engineers, Inc for small to moderate traffic studies and design projects. This Work Authorization contract supplemental is for an additional two-year period and has a not to exceed total of \$100,000.00. Examples of tasks that might be expected under the individual work authorizations include: coordinated signal timing plan development, signal improvement design, traffic data collection and analysis, and signing and marking plans development. There are many instances in which the Transportation Department is asked to provide specific traffic data and/or implement "fixes" relative to economic development, safety concerns, and questions raised by community members. Many times we cannot respond quickly enough, due to staffing constraints. Having this contract in place with Brown & Gay will allow us to react to those issues and request more effectively.

Staff recommends approval.

RESOLUTION NO. R-2016-3542

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Brown & Gay Engineers, Inc. for 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization; and

WHEREAS, Brown & Gay Engineers, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the fee schedule and contract term; and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Brown & Gay Engineers, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Brown & Gay Engineers, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES
FOR 2015-2017 ON-CALL TRAFFIC OPERATIONS ENGINEERING SERVICES
WORK AUTHORIZATION**

FIRM: BROWN & GAY ENGINEERS, INC. ("Engineer")
ADDRESS: 7000 North Mopac, Suite 330, Austin, TX 78731

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Brown & Gay Engineers, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 13th day of August, 2015 for the 2015-2017 On-Call Traffic Operations Engineering Services Project in the amount of \$100,000.00; and

WHEREAS, it has become necessary to amend the Contract to modify the fee schedule; and

WHEREAS, it has become necessary to amend the Contract so that the contract term shall terminate at the close of business day on December 31, 2018;

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

I.

Exhibit C, Fee Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 3, Contract Term shall be amended so that the contract term shall terminate at the close of business day on December 31, 2018.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

BROWN & GAY ENGINEERS, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT C
Fee Schedule

Brown & Gay Engineers, Inc.

Direct Labor

Labor/Staff Classification	Contract Rate
Principal	\$227.00
Senior Project Manager	\$205.00
Senior Engineer	\$190.00
Project Manager	\$180.00
Project Engineer	\$155.00
Design Engineer	\$130.00
Engineer	\$114.00
EIT II	\$101.00
EIT I	\$90.00
Senior Engineer Tech	\$119.00
Engineer Tech	\$88.00
Junior Engineer Tech	\$61.00
Senior CADD Operator	\$114.00
CADD Operator	\$93.00
Sr. Modeler/Analyst	\$124.00
Modeler/Analyst	\$110.00
Admin/Clerical	\$71.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-67269

Date Filed:
06/07/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brown & Gay Engineers, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
On-Call Traffic Operations Eng
2015-2017 On-Call Traffic Operations Engineering Services

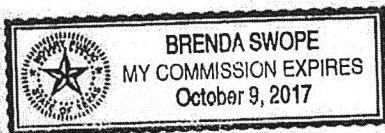
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dillon, William	Frisco, TX United States	X	
	Johnston, Dave	Houston, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Lennard, Lee	Houston, TX United 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.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Randy Randermann, this the 8th day of June, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Brenda Swope
Printed name of officer administering oath

Office Administrator
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.4

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with HDR Engineering, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3563

This Work Authorization contract for traffic operations engineering services will allow the Transportation Department staff to quickly assign work to HDR for small to moderate traffic studies and design projects. This Work Authorization contract supplemental is for an additional two-year period and has a not to exceed total of \$100,000.00. Examples of tasks that might be expected under the individual work authorizations include: coordinated signal timing plan development, review of active signal timing plans, responding to community questions related to signal operation, signal improvement design, traffic data collection and analysis, and signing and marking plans development. There are many instances in which the Transportation Department is asked to provide specific traffic data and/or implement "fixes" relative to economic development, safety concerns, and questions raised by community members. Many times we cannot respond quickly enough, due to staffing constraints. Having this contract in place with HDR will allow us to react to those issues and request more effectively.

Staff recommends approval.

RESOLUTION NO. R-2016-3563

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with HDR Engineering, Inc. for 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization; and

WHEREAS, HDR Engineering, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the contract term; and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with HDR Engineering, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with HDR Engineering, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES
FOR 2015-2017 ON-CALL TRAFFIC OPERATIONS ENGINEERING SERVICES
WORK AUTHORIZATION**

FIRM: HDR ENGINEERING, INC. ("Engineer")
ADDRESS: 810 Hesters Crossing, Suite 120, Round Rock, TX 78681

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and HDR Engineering, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 13th day of August, 2015 for the 2015-2017 On-Call Traffic Operations Engineering Services Project in the amount of \$100,000.00; and

WHEREAS, it has become necessary to amend the Contract so that the contract term shall terminate at the close of business day on December 31, 2018;

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

I.

Article 3, Contract Term shall be amended so that the contract term shall terminate at the close of business day on December 31, 2018.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

HDR ENGINEERING, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

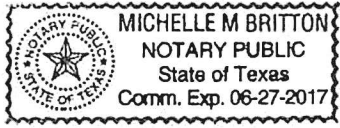
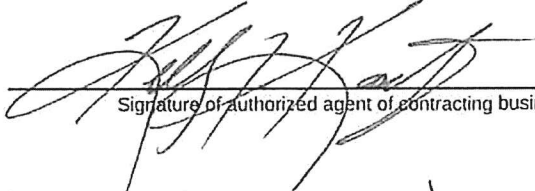
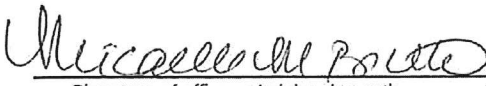
APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. HDR Engineering, Inc. Round Rock, TX United States		Certificate Number: 2016-64292 Date Filed: 06/01/2016 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. 2015-2017 On Call Traffic Professional Engineering Services					
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)		
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px 5px;">Controlling</th> <th style="padding: 2px 5px;">Intermediary</th> </tr> </table>	Controlling	Intermediary
Controlling	Intermediary				
	HDR, Inc.	Omaha, NE United States	X		
	Little, George A.	Omaha, NE United States	X		
	Keen, Eric L.	Omaha, NE United States	X		
	Felker, Brent R.	Davis, CA United States	X		
	O'Reilly, Charles L.	Boston, MA United States	X		
5 Check only if there is NO Interested Party. <input type="checkbox"/>					
6 AFFIDAVIT					
		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
AFFIX NOTARY STAMP / SEAL ABOVE					
Sworn to and subscribed before me, by the said <u>Kelly Koeltz</u> , this the <u>1</u> day of <u>June</u> , 20 <u>16</u> , to certify which, witness my hand and seal of office.		Signature of authorized agent of contracting business entity			
		Printed name of officer administering oath <u>Michelle M Britton</u>			
Signature of officer administering oath		Title of officer administering oath <u>Acting</u>			



City of Round Rock

Agenda Item Summary

Agenda Number: E.5

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Terracon Consultants for On-Call Geotechnical Services Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3564

This contract is to perform miscellaneous Geotechnical Engineering tasks on an "as needed" basis for immediate tasks deemed necessary by the CORR Staff, including but not limited to, geotechnical test borings, geotechnical field testing, geotechnical laboratory testing, geotechnical engineering reports, pavement thickness recommendations, review of geotechnical reports for conformance with CORR standards, slope stability analyses, subgrade treatment / stabilization recommendations, geotechnical retaining wall recommendations, review of plans and specifications, pavement condition surveys, review of material submittals, and consulting with the CORR staff on an as-needed basis. This work authorization contract supplement is for an additional period of time ending December 31, 2017 and not to exceed a total of \$75,000.00.

Staff recommends approval.

RESOLUTION NO. R-2016-3564

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Terracon Consultants, Inc. for On-Call Geotechnical Services Work Authorization; and

WHEREAS, Terracon Consultants, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the fee schedule and contract term; and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Terracon Consultants, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Terracon Consultants, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES
FOR ON-CALL GEOTECHNICAL SERVICES
WORK AUTHORIZATION**

FIRM: TERRACON CONSULTANTS, INC. ("Engineer")
ADDRESS: 5307 Industrial Oaks Boulevard, #160, Austin, TX 78735

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Terracon Consultants, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 26th day of June, 2014 for the On-Call Geotechnical Services Project in the amount of \$75,000.00; and

WHEREAS, it has become necessary to amend the Contract to modify the fee schedule; and

WHEREAS, it has become necessary to amend the Contract so that the contract term shall terminate at the close of business day on December 31, 2017;

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

I.

Exhibit C, Fee Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 3, Contract Term shall be amended so that the contract term shall terminate at the close of business day on December 31, 2017.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

TERRACON CONSULTANTS, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT C
Fee Schedule

Attached Behind This Page

Terracon

SCHEDULE OF SERVICES AND FEES

GEOTECHNICAL ENGINEERING & CONSTRUCTION MATERIALS TESTING SERVICES

Personnel

Senior Principal / Officer / Consultant, P.E., per hour	\$175.00
Principal Engineer, P.E., per hour	\$155.00
Senior Engineer, P.E. / Sr. Geologist, P.G. / Sr. Project Manager, per hour	\$130.00
Project Manager, per hour	\$120.00
Project Engineer, P.E., per hour	\$115.00
Staff Engineer, per hour	\$105.00
Field Engineer / Field Geologist, per hour	\$95.00
Drilling / Field Services Coordinator, per hour	\$72.50
Construction Materials Technicians:	
Level I	\$48.00
Level II	\$50.00
Level III	\$54.00
Level IV	\$60.00
Certified Welding Inspector	\$90.00
Non-Destructive Testing Welding Inspector	\$100.00
Draftsman, per hour	\$75.00
Administrative Staff, per hour	\$50.00

Transportation

Vehicle Charge, per trip (for sites within 25 mile radius of office)	\$45.00
Additional Mileage, per mile (for sites beyond 25 mile radius of office)	\$0.65

A fuel surcharge may be added if fuel costs increase by more than 10% during the project/contract duration.

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable, and not applicable to general overhead are billed at cost plus 15 percent for handling and include, but are not limited, to the following:

Special supplies, permits, equipment, associated drilling, sampling, field testing, on-site facilities, clearing/grading contractors, water trucks, bulldozers, security forces, surveyors, traffic control, or other support services will be billed at cost plus 15 percent.

Terracon

SCHEDULE OF SERVICES AND FEES

Field Services

Mobilization of Truck-Mounted Drill Rig, each (for sites within 50 mile radius of office)	\$350.00
Addl. Mileage of Truck-Mounted Drill Rig, per mile (for sites beyond 50 mile radius of office)	\$4.50
Minimum Field Charge for Truck-Mounted Drill Rig, per day	\$800.00
Mobilization of Track/ATV-Mounted Drill Rig, each (for sites within 50 mile radius of office)....	\$750.00
Addl. Mileage of Track/ATV Drill Rig, per mile (for sites beyond 50 mile radius of office).....	\$6.00
Minimum Field Charge for Track/ATV-Mounted Drill Rig, per day	\$1,500.00
Drilling Crew Hourly Rate (two-man crew), per hour	\$250.00
Drilling Crew & Rig Standby Time & Clean-Up Time (two-man crew), per hour	\$250.00
Extra Drilling Crew Member, per hour	\$75.00
Per Diem for Overnight Trips, per man-day.....	\$150.00
Soil Borings, using 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling (SPT):	
0 to 50 feet, per foot.....	\$15.00
50 to 100 feet, per foot.....	\$18.00
100 to 150 feet, per foot.....	\$22.00
Auger or wash Borings, per foot (i.e., no sampling):	
0 to 50 feet, per foot.....	\$10.00
50 to 100 feet, per foot.....	\$13.00
100 to 150 feet, per foot.....	\$17.00
Soil Borings using Hollow-Stem Augers:	
0 to 50 feet, per foot.....	\$20.00
50 to 100 feet, per foot.....	\$23.00
100 to 150 feet, per foot.....	\$27.00
Rock Coring, using Nx core barrel sampling:	
Softer Rocks using carbide bits (e.g., Austin, Eagle Ford, Del Rio formations and similar):	
0 to 50 feet, per foot.....	\$20.00
50 to 100 feet, per foot.....	\$23.00
100 to 150 feet, per foot.....	\$27.00
Harder Rocks (e.g., Glen Rose, Edwards, Buda, Georgetown, formations and similar):	
0 to 50 feet, per foot.....	\$23.00
50 to 100 feet, per foot.....	\$26.00
100 to 150 feet, per foot.....	\$30.00
Additional Footage Charge if using Track or ATV-Mounted Drill Rig, per foot	\$3.00
TxDOT Cone Penetration (TCP) tests:	
0 to 50 feet, each	\$30.00
50 to 100 feet, each	\$40.00
100 to 150 feet, per foot.....	\$50.00

Terracon

SCHEDULE OF SERVICES AND FEES

Grouting of Borings with bentonite, per foot	\$5.00
Grouting of Borings with concrete or bentonite-cement grout, per foot	\$7.50
Patching of Borehole Surface with Asphalt	\$25.00
Patching of Borehole Surface with Concrete.....	\$35.00
Rock coring of very hard rocks such as granite, marble, schist, gneiss, etc.	On request
Monitor Well / Piezometer Installation	On request
Interior and/or Limited Access Drilling/Sampling	On request

Laboratory Classification Tests

Atterberg limits, each	\$55.00
Moisture content, each.....	\$8.00
Density Determination (using Shelby tube or SPT sample), each	\$15.00
Specific gravity, each	\$80.00
pH of Soil, each.....	\$30.00
Electrical Conductivity (using Miller box method), each	\$125.00
Chloride & Soluble Sulfate Content, each	\$75.00

Laboratory Grain Size Tests

Sieve Analysis, coarse, ASTM C 136, each	\$75.00
Sieve Analysis, fine (percent passing No. 200 sieve), ASTM C 117, each.....	\$45.00
Combined ASTM C 136 and C 117, each	\$105.00
Hydrometer analysis, ASTM D 422, each.....	\$125.00

Laboratory Strength and Volume Change Tests

Unconfined Compression Test (soil), each	\$30.00
Unconfined Compression Test (rock), each	\$35.00
Triaxial Compression Tests:	
Unconsolidated-Undrained (UU), per circle.....	\$295.00
Consolidated-Undrained (CU), with pore pressure measurements, per circle	\$490.00
Direct Shear Tests:	
On Cohesionless Coarse-Grained Soils, each.....	\$210.00
On Cohesive Fine-Grained Soils, each	\$285.00
Absorption Swell Tests:	
Single Pressure (at estimated overburden), each	\$125.00
Additional Pressures, each	\$55.00

Terracon

SCHEDULE OF SERVICES AND FEES

Consolidation Test, regular with increasing load increments (max 6 loads), each	\$515.00
Additional Load Increments, each	\$55.00
Additional Unload-Reload Cycles, per cycle	\$125.00

Other Laboratory Tests and Miscellaneous Items

Falling Head (Flexible Wall) Permeability Test (ASTM D5084), each	\$350.00
Constant Head Permeability Test (ASTM D2434), each	\$355.00
Optimum Moisture/Maximum Density Relations:	
ASTM D 698, each	\$180.00
ASTM D 1557, each	\$220.00
TEX-113-E, each	\$220.00
TEX-114-E, each	\$180.00
Additional Charge for Coarse Aggregate Correction (ASTM D 4718), each	\$30.00
Relative Density, ASTM D 4253 & D 4254, each	\$285.00
California Bearing Ratio (CBR), laboratory, each	\$325.00
Soil-Lime Relationship (Lime Series using PI and pH methods), each	\$650.00
Sample Preparation (if required), per hour	\$80.00

Additional Comments

- A three-hour (3) minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations, or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample pick-up only.
- All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office.
- Overtime rates of 1.5 times the quoted hourly rate will be applicable for any and all hours worked in excess of eight (8) per day, outside of the hours of 6:00 AM to 6:00 PM Monday through Friday, and all hours worked on weekends and holidays.
- Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.
- Unit fees for tests not listed can be quoted on request.
- Rush testing and inspection services will be charged at 1.5 times the quoted rate.
- Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.
- Material samples should be submitted in a form that complies with applicable requirements.

Terracon

SCHEDULE OF SERVICES AND FEES

Concrete Laboratory Testing Services

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each	\$18.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each	\$22.00
Beam flexural test (ASTM C 293 or C 78), each	\$50.00

Masonry Laboratory Testing Services

Compressive strength CMU block (ASTM C 140), each	\$100.00
CMU block absorption only (ASTM C 140), each	\$75.00
CMU Block prism compressive strength (ASTM C 1314), each	\$250.00
Compressive strength of grout prism (ASTM C 1019), each	\$35.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each	\$16.00

Soils Laboratory Tests

Classification

Atterberg limits (ASTM D 4318), each	\$55.00
Sieve analysis (ASTM C 136), each	\$75.00
Sieve analysis percent finer than #200 (ASTM C 117), each	\$45.00
Combined sieve analysis (ASTM C 136 and C 117)	\$105.00

Compaction

Optimum moisture / maximum dry density relations (proctors)

ASTM D698, each	\$170.00
ASTM D1557, each	\$200.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	\$25.00
TXDOT TEX 113E, each	\$220.00
TXDOT TEX 114E, each	\$180.00
Permeability (ASTM D 5084), each	\$350.00

Terracon

SCHEDULE OF SERVICES AND FEES

Soils Field Services

In place density / moisture test, nuclear method (ASTM D 2922/ASTM D 3017), minimum 3, each	\$18.00
Field gradation of lime treated soil, each	\$45.00
Depth check of lime treated soil, each	\$25.00
Soil pH value (TEX 128E) each	\$30.00

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3	\$50.00
Bulk specific gravity of lab molded specimens, set of 3	\$50.00
Bulk specific gravity of core specimen (TEX 207F), each	\$50.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	\$75.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	\$90.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	\$195.00
Asphalt coring, each	\$95.00
Asphalt core thickness & density, each	\$50.00

Remarks

Field technician time is not included in the testing rates stated above.

A three hour minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample or cylinder pick up only.

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked in excess of eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on weekends and holidays.

Unit fees for tests not listed will be quoted on request. Rush testing and inspection services are subject to a surcharge (to be negotiated).

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate. Material samples should be submitted in a form that complies with applicable requirements.

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.

Terracon Consultants, Inc.
Austin, TX United States

Certificate Number:
2016-69886

Date Filed:
06/13/2016

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

City of Round Rock

Date Acknowledged:

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

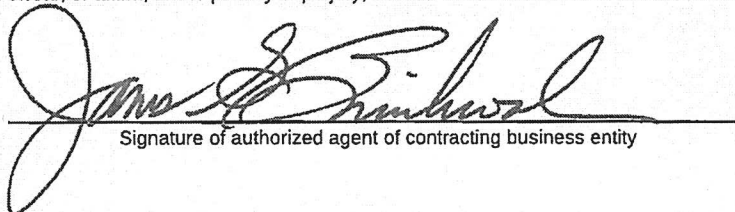
00358307
Geotechnical Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gaboury, P.E., David	Olathe, KS United States	X	
	Cobb, P.E., Harold	Houston, TX United States	X	
	Covert, Michael	olathe, TX United States	X	
	Pavlicek, P.E., Robert	Raleigh, NC United States	X	
	Vrana, Donald	Olathe, KS United States	X	
	Srinivasan, P.E., swaminathan	Olathe, TX United States	X	
	Cozart, P.E., George	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

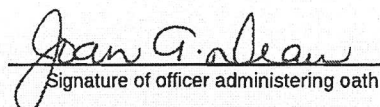
6 AFFIDAVIT

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

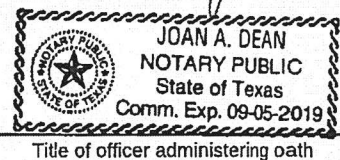

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James B. Schuele, this the 13 day of June, 2016, to certify which, witness my hand and seal of office.


Signature of officer administering oath

JOAN A. DEAN
Printed name of officer administering oath





City of Round Rock

Agenda Item Summary

Agenda Number: E.6

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Raba Kistner Consultants Inc. for On-Call Geotechnical Services Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3565

This contract is to perform miscellaneous Geotechnical Engineering tasks on an "as needed" basis for immediate tasks deemed necessary by the CORR Staff, including but not limited to, geotechnical test borings, geotechnical field testing, geotechnical laboratory testing, geotechnical engineering reports, pavement thickness recommendations, review of geotechnical reports for conformance with CORR standards, slope stability analyses, subgrade treatment / stabilization recommendations, geotechnical retaining wall recommendations, review of plans and specifications, pavement condition surveys, review of material submittals, and consulting with the CORR staff on an as-needed basis. This work authorization contract supplement with Raba Kistner Consultants Inc. is for an extension of the original 2 year period of time to now end on December 31, 2017 and not to exceed a total of \$75,000.00.

Staff recommends approval.

RESOLUTION NO. R-2016-3565

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Raba Kistner Consultants, Inc. for On-Call Geotechnical Services Work Authorization; and

WHEREAS, Raba Kistner Consultants, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the fee schedule and contract term; and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Raba Kistner Consultants, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Raba Kistner Consultants, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES
FOR ON-CALL GEOTECHNICAL SERVICES
WORK AUTHORIZATION**

FIRM: **RABA KISTNER CONSULTANTS, INC.** ("Engineer")
ADDRESS: **8100 Cameron Road, Suite B-150, Austin, TX 78754**

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Raba Kistner Consultants, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 10th day of July, 2014 for the On-Call Geotechnical Services Project in the amount of \$75,000.00; and

WHEREAS, it has become necessary to amend the Contract to modify the fee schedule; and

WHEREAS, it has become necessary to amend the Contract so that the contract term shall terminate at the close of business day on December 31, 2017;

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

I.

Exhibit C, Fee Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 3, Contract Term shall be amended so that the contract term shall terminate at the close of business day on December 31, 2017.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

RABA KISTNER CONSULTANTS, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____

Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

ON-CALL GEOTECHNICAL ENGINEERING CONSULTING SERVICES

City of Round Rock

2016 Fees

TITLE	HOURLY Rate
Principal	\$ 208.00
Senior Engineer/Consultant	\$ 208.00
Project Manager	\$ 182.00
Project Engineer	\$ 172.00
Engineer	\$ 104.00
Engineer in Training	\$ 93.50
Geotechnical Technician	\$ 62.50
CADD Operator	\$ 83.00
Clerical	\$ 57.00
Geologist	\$ 135.00
Environmental Scientist	\$ 110.00
Lead Technician	\$ 62.50
CMT Technician	\$ 52.00
Archaeologist	\$ 114.50
GIS	\$ 94.00

DIRECT EXPENSES

Mileage (Privately Owned Vehicle)	\$0.56 per mile or current GSA allowable rate
Lodging	At cost up to GSA allowable
Meals and Incidental	At cost up to GSA allowable
Air Travel	Cost + 10%
Copies 8 1/2 x 11, 11 x 17	\$0.16/page
Mylar 11 x 17	\$2.10/page
Schematic Plots	\$1.58/sq. ft
Misc. Non-Travel Expenses	Cost + 10%
Field Expenses	Cost + 10%

2016
ON-CALL GEOTECHNICAL ENGINEERING CONSULTING SERVICES
CITY OF ROUND ROCK
RABA KISTNER CONSULTANTS, INC

Field Drilling Services

-1 Auger Drilling (Does not include logging)		
soil	per ft	\$16.50
soft rock	per ft	\$20.00
-2 Standard Wet Rotary (Does not include logging)		
	per ft	\$22.00
-3 Nx Rock Core (Does not include logging)		
Soft rock (marl, shale)	per ft	\$33.50
Hard rock (limestone, sandstone)	per ft	\$43.50
-4 Non-conventional drilling (barge drilling or unusual time consuming drilling i.e. through bridge)		
	per hr	\$290.50
-5 Field Logging Services		
Geotechnical Technician	per hr	\$62.50
Geologists	per hr	\$135.00
Engineer in Training	per hr	\$93.50
-6 Field Coordination		
Field Engineer	per hr	\$104.00
Flagman	per hr	\$67.50
-7 Mobilization		
Mobilization or truck-mounted rig, rill crew and support	per mile	\$4.00
Field logger trip charge	per mile	\$1.00
Mobilization non-standard equipment (4x4 all terrain rig)		
Barge mobilization and rental		
-8 Sampling		
Standard Penetration Test (ASTM D1586)	per test	\$23.00
Shelby Tube (ASTM D1587)	per test	\$23.00
Texas Cone Penetrometer Test (THD, Tex-132-E)	per test	\$27.00
-9 Other Expenses/Charges		
Standby Time	per hr	\$234.00
Mileage - non-drilling equipment	per mile	\$1.00
Grout backfill	per ft	\$3.50
Dozer/clearing cost		
Logger truck charge	per day	\$57.00
Standard pavement coring	each	\$78.00
Concrete/AC patch	each	\$66.50
Traffic control - signs, barricades		
All other outside expenses		

ON-CALL GEOTECHNICAL ENGINEERING CONSULTING**CITY OF ROUND ROCK****2016 LABORATORY TESTING FEES****ASPHALTIC CONCRETE**

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time.....	\$ 52.00/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time.....	62.50/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time.....	62.50/hr
ASTM D 2950	Nuclear Density Test with Inspection	16.50/ea
	Nuclear Density Test.....	26.00/ea
	Coring (See Coring Fee Schedule)	

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete	\$ 197.50/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	136.50/ea
	Asphaltic Concrete Extraction; Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity).....	477.50/set
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	62.50/set
	Superpave (2 per set)	124.00/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test..... a) Molded Specimen..... b) Asphalt Core	62.50/set 62.50/set 53.00/ea
	c) Superpave (2 per set)	75.00/set
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Marshall..... Hveem	60.50/set 60.50/set
Asphalt Institute Manual and TxDOT; Mix Designs	Corp of Engineers or FAA..... TxDOT Quality Control/Quality Assurance..... TxDOT CMHB	1,990.50/ea 1,990.50/ea 2,828.00/ea
	TxDOT Calibration Mix and Pans	333.00/ea
	TxDOT Black Base Design, Item 345	1,490.50/ea
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	40.50/ea

ASPHALTIC CONCRETE (Continued)

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	\$ 86.50/ea
AASHTO TP 33	Fine Aggregate Angularity.....	51.00/ea
ASTM D 4791-95;	Flat and Elongated Particle	51.00/ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate).....	40.50/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate) (Includes Specific Gravity).....	62.50/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test) Preparation Time.....	52.00/hr
	a) Magnesium - 5 Cycle.....	503.50/ea
	b) Sodium - 5 Cycle	448.50/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test) Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	194.50/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR).....	6,149.50/ea
TxDOT, TEX-227-F; AASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	93.50/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test) with Freeze/Thaw	533.50/ea
	without Freeze/Thaw	417.00/ea
TxDOT, Item 3157	Cold Processed – Recycled Paving Material (RPM) Mixture Design	As Requested
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall).....	785.00/set
TxDOT, TEX-126-E (Modified)	Molding and Strength	381.50/set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	144.50/set
ASTM D 1559	Molding and Marshall.....	136.50/set
TxDOT, TEX-103-E	Molded Moisture Content.....	13.50/ea

CEMENT TREATED BASE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
PCA	Sampling Raw Materials for Mix Verification Technician Time.....	\$ 52.00/hr
	Sampling Contractor Processed Material Technician Time.....	52.00/hr

CEMENT TREATED BASE (Continued)

REFERENCE

LABORATORY SERVICES

PCA	Molding Controlled Processed Material	\$ 72.00/ea
PCA	Unconfined Compressive Strength Testing.....	32.50/ea
ASTM D 559; ASTM D 560	Durability (2 Specimens per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw.....	612.50/set
	<u>Mix Design</u>	
PCA; TxDOT, TEX-120-E; ASTM D 558	Mix Design - Cement Treated Base (Does Not Include Durability)	\$ 1,218.00/ea

CONCRETE

REFERENCE

FIELD SERVICES

ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Test, Measure Concrete Temperature, Cast Test Specimen and Transport Test Specimen to Laboratory Next Day Technician Time..... Pick-Up of Test Specimen	\$ 52.00/hr 52.00/hr 52.00/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling) a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)..... b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)..... c) "Hold" Cylinder (Additional Charge)	17.50/ea 26.00/ea 11.50/ea 13.50/ea 25.00/ea 46.00/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams).....	51.00/ea
ASTM C 231 ASTM C 173 AASHTO T 199	Air Content (In Conjunction with Sampling) a) Pressure	33.50/ea 39.50/ea 17.50/ea
ASTM C 138	Unit Weight	30.00/ea
ASTM C 143	Additional Slump Test.....	25.00/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time.....	52.00/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens Technician Time.....	52.00/hr
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	313.00/ea

CONCRETE (Continued)

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
ACI 211.1 (303.R)	Architectural Mix Design	343.00/ea
ACI 211.2	Lightweight Structural Mix Design	322.50/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	\$ 343.00/ea
ASTM C 1202	Chloride Ion Permeability	272.50/set
ASTM C 39	Cylinders Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	29.00/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	45.50/ea
ASTM C 666	Freeze-Thaw Test	378.50/set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	86.50/ea
ASTM C 803	Windsor Probe (Includes Surface Preparation)	88.50/hr
ASTM C 805	Schmidt Rebound Number	88.50/hr

CONCRETE AGGREGATES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	\$ 52.00/hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
ASTM C 566	Moisture Content	\$ 13.50/ea
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine) a) Loose	34.50/ea
	b) Rodded	34.50/ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	40.50/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	60.50/test
	Absorption	
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	26.00/ea
	b) Lightweight Aggregate (Coarse)	29.00/ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specifications a) Coarse, Per Sample	45.50/ea
	b) Fine, Per Sample	54.00/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer than No. 200 (Decantation)	38.50/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	195.00/ea

CONCRETE AGGREGATES (Continued)

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test) Preparation Time.....	52.00/hr 503.50/ea
	a) Magnesium - 5 Cycle.....	448.50/ea
	b) Sodium - 5 Cycle	
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design Conducted Separate from Concrete Mix Design.....	150.00/ea 194.50/ea
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	39.50/ea
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values.....	86.50/ea
ASTM C 142	Clay Lumps and Friable Particles	\$ 58.50/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	58.50/ea

CORING

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
ASTM C 42; ACI 318	Technician Time and Equipment a) One Man..... b) Two Men	\$ 62.50/hr 97.50/hr
	c) Reinforcing Steel Detector.....	30.00/day
	d) Coring	95.50/day
	e) Generator	99.00/day
	Bit Wear a) Limestone Aggregate	6.50/in.in.
	b) Quartz Aggregate (River Gravel).....	7.50/in.in.

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
ASTM C 42	Sawed Ends for Compressive Strength Test a) Limestone Aggregate	\$ 2.00/sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Core Includes Measurements, Capping and Testing	26.00/ea
	Report Photographs	Cost +15%
	Laboratory Air-Dried Unit Weight.....	17.50/ea

LIME

<u>REFERENCE</u>	<u>FIELD SERVICES</u>		
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth Technician Time.....	\$	52.00/hr

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance.....	\$	65.50/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits.....		452.50/ea

PORTLAND CEMENT

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM C 183	Standard Method of Sampling Hydraulic Cement	\$	52.00/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)		25.00/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar		51.00/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles		61.50/ea
ASTM C 151	Autoclave Expansion of Portland Cement		205.00/ea
ASTM C 187	Normal Consistency of Hydraulic Cement		51.00/ea
ASTM C 188	Specific Gravity of Hydraulic Cement		59.50/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve		59.50/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)		51.00/ea
ASTM C 114	Chemical Analysis		375.50/ea
ASTM C 91	Water Retention of Masonry Cement		95.50/ea
ASTM C 150	Chemical Analysis		375.50/ea
	Physical Analysis		745.50/ea

SOILS

<u>REFERENCE</u>	<u>FIELD SERVICES</u>		
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time.....	\$	52.00/hr
	In-Place Moisture-Density Test Technician Time.....		52.00/hr
ASTM D 2922	Nuclear Density		26.00/ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone)		75.00/ea

SOILS (Continued)

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)	
	Technician Time (Hourly Rate)	52.00/hr
ASTM D 2922	Proof Rolling Observation.....	52.00/hr
	Nuclear Density Test with Observation	16.50/ea
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 13.50/ea
	Atterberg Limits	
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	86.50/ea
	Shrinkage Limit in Conjunction with Atterberg Limits	
ASTM D 427	a) Volumetric	106.00/ea
	b) Linear (TxDOT, TEX-107-E)	106.00/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E;	Sieve Analysis	
	a) Washed through No. 40 (Up to 5 Sieves).....	58.50/ea
	b) Washed through No. 200 (Up to 5 Sieves).....	86.50/ea
	c) Additional Sieves	13.50/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	58.50/ea
	Moisture-Density Relationship	
	Preparation Time	52.00/hr
ASTM D 698; ASTM D 1557	ASTM	259.00/ea
AASHTO T 99; AASHTO T 180	AASHTO	259.00/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	259.00/ea
MIL STD CE 55A	Corp of Engineers	259.00/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	194.50/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and One Test Specimen.....	822.50/set
	Each Additional Specimen	169.50/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens	
	Part I	\$ 1,366.50/set
	Part II	1,254.50/set
	Each Additional Specimen	154.00/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	86.50/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation, Grain Size Curve and Specific Gravity)	284.00/ea
ASTM D 5084	Hydraulic Conductivity.....	438.00/ea
ASTM D 2166	Unit Weight	30.00/ea
TxDOT, TEX-116-E	Wet Ball Mill	214.50/ea

SOILS (Continued)

REFERENCE

FIELD SERVICES

Water Content and Visual Classification.....	13.50/ea
Unconfined Compression (includes unit dry weight)	
a) Soil Shelby Tube Specimens.....	45.00/ea
b) Rock Core Specimens	53.00/ea
(1) Sawed Specimen Ends	11.50/end
Triaxial Compression	
a) Unconsolidated-Undrained, Per Specimen.....	81.00/ea
b) Unconsolidated-Undrained, Multistage	284.00/ea
Direct Shear	
a) Unconsolidated-Undrained	217.00/ea
b) Consolidated-Drained (Sand).....	459.00/ea
Consolidation (Not Including Specific Gravity)	587.50/ea
Swell Test	
a) Pressure Method	308.00/ea
b) Free Swell	162.50/ea



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider public testimony regarding the draft CDBG 2016-2017 Annual Action Plan.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments:

Department: Finance Department

Text of Legislative File 2016-3443

In order to receive certain grants from the U. S. Department of Housing and Urban Development (HUD) the City 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. During the development of this plan two public hearings are required. This is the second public hearing. The first public hearing was held before City Council on March 10, 2016. No comments were received. The public had from May 10, 2016 to June 22, 2016 to submit comments on the plan.

No approval needed.



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with KR Acquisitions, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Manager's Office

Text of Legislative File 2016-3592

RESOLUTION NO. R-2016-3592

WHEREAS, the City of Round Rock and KR Acquisitions LLC wish to enter into a Memorandum of Understanding to set forth terms and conditions, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding with KR Acquisitions LLC, a copy of same being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Round Rock, Texas (the "City") and KR Acquisitions LLC, a Delaware limited liability company ("KR").

RECITALS

WHEREAS, KR is a well-known destination resort hotel and convention center company; and

WHEREAS, KR has 355 acres of land (the "Property") under contract located east of Kenney Fort Blvd. and south of the Union Pacific Railroad as shown on Exhibit "A"; and

WHEREAS, KR is considering the construction of a master-planned mixed use project (the "Project") anchored by a Kalahari Resort and Convention Center (the "Resort") on the Property; and

WHEREAS, the Resort will include up to 1,000 guest rooms, a convention and exhibition center and an indoor water park; and

WHEREAS, the Project will also include additional entertainment, recreation and other mixed uses; and

WHEREAS, the Project will add millions of dollars in property tax base, generate millions of dollars in new sales tax and hotel occupancy tax revenues, and add approximately 700 new jobs to the Round Rock economy; and

WHEREAS, the City desires businesses such as KR to locate in the City; and

WHEREAS, the City is willing to consider granting certain incentives to KR if it develops the Project in the City; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the current understanding of the parties;

NOW THEREFORE, the City and KR agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Project in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

1.01 The Project will consist of approximately 355 acres of master planned mixed use development anchored by the Resort with up to 1,000 guest rooms, a convention and exhibition center and an indoor water park. The Project will also include additional entertainment, recreation and other mixed uses.

ARTICLE II KR INTENTIONS

2.01 KR intends to develop the Project on the Property that is described in Exhibit “A”.

2.02 KR intends to begin construction of the Resort within thirty-six (36) months.

2.03 KR intends to invest a minimum of \$250,000,000.00 in real and personal property in the City within five (5) years of opening the Resort.

2.04 KR intends to employ approximately 700 full-time and part time employees in the City no later than twelve (12) months after the Resort is opened.

ARTICLE III CITY INTENTIONS

3.01 In consideration of KR performing as set forth in Article II above, the City intends to enter into one or more economic development incentive agreements to include provisions as set forth below.

3.02 The City will provide KR with a loan of approximately \$11,000,000 to be utilized for the purchase of a 155-acre portion the Property, in the form of a real estate lien note at a reasonable rate of interest, secured by a first lien deed of trust on the Property which first lien deed of trust will be automatically subordinated on those portions of the Property not financed with the City loan to the lien of any lender advancing funds for the construction of improvements on the Property.

3.03 The City will issue bonds in an amount to be determined in order to provide funds for the construction of the convention center, and related infrastructure. The City will own the convention center, but will lease it to KR for \$1.00/year for a term to be determined. The lease will provide that KR is responsible for all operation and maintenance costs. When the debt associated with the issuance of the bonds is retired, the City will convey the convention center to KR at no cost.

3.04 The City will issue bonds in an amount to be determined in order to provide funds for the construction of public roadway improvements, public utility extensions and other public infrastructure necessary for the Project. The public infrastructure improvements include, but are not limited to, ingress and egress from US Hwy. 79, and the eastern portion of the Property; ingress and egress from and/or extension of Kenney Fort Blvd; traffic control improvements at the Project’s main entrance; and water, sewer and other public infrastructure.

3.05 The City intends to enter into a Texas Local Government Code Chapter 380 Economic Development Program Agreement enforceable without annual appropriations, to the extent allowed by applicable law. Said Agreement will provide for performance based program payments to KR based in part on the amount of tax revenue that the City receives as a result of the Project. The tax revenues include the 7% Hotel Occupancy Tax, 1% General Use Sales Tax, Mixed Beverage Tax, City Property Tax and any rebates of State taxes made available under § 3.08 of this MOU (collectively, the “Total Tax Revenues”).

3.06 The City will waive the following fees for the development of any commercial enterprise located on all or any portion of the Property that is owned or operated by KR: site and construction permit fees, water and wastewater impact fees, and road impact fees. However, the City retains the discretion to not waive the aforesaid fees for commercial enterprises which are national or regional chains, franchise restaurants, retail outlets, or similar commercial enterprises. The City will also expedite the review and approval of required permits.

3.07 The City intends to encourage and work with Williamson County to provide one or more economic development incentive agreements to KR in exchange for KR's location of the Project in the City.

3.08 The City intends to make appropriate application(s) to the Texas Comptroller of Public Accounts to receive the benefits under Section 2303.5055, Government Code, to utilize eligible taxable proceeds generated by the Project to help finance the qualified hotel project.

ARTICLE IV LEGAL EFFECT OF MOU

4.01 This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this 23rd day of June, 2016.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

KR ACQUISITIONS LLC,
a Delaware limited liability company

By: _____
Todd Nelson, _____

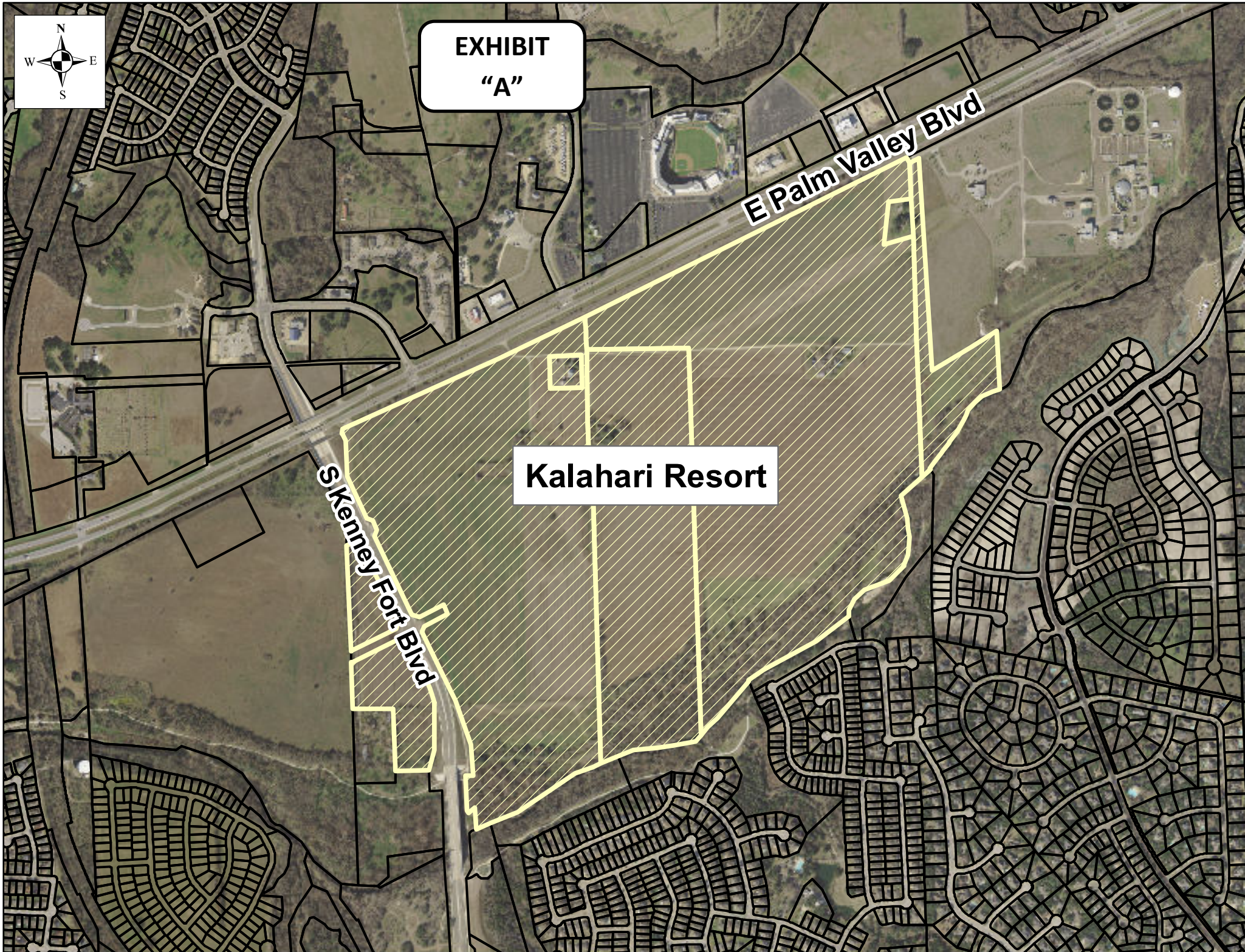


**EXHIBIT
"A"**

E Palm Valley Blvd

S Kenney Fort Blvd

Kalahari Resort





City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Sunrise Road Median Construction Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Gary D. Hudder

Cost: \$796,370.00

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

Attachments: Resolution, Bid Tab, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3561

As part of the University Improvement project, modifications have always been planned to Sunrise Dr., south of University. The work along Sunrise primarily includes limiting full access with the installation of a center median, and the installation of a signal at Hidden Valley. As development along the Sunrise corridor continues to outpace progress on the overall project, the Transportation Department Director made the decision to move this portion of the project ahead for public safety reasons. The work includes propotional contributions made by private developers in the area. A public bid opening was held on May 17th at 2:00 PM for the Sunrise Road Median Construction Project. Only one bid was received for the project. The project engineering firm, Kennedy Consulting, Inc. (KCI) reviewed the bid tab and determined the bid received met the criteria. The bid price was \$ 796,370.00, and the funds are available in the Type B fund for the University project. Staff recommends approval.

RESOLUTION NO. R-2016-3561

WHEREAS, the City of Round Rock has duly advertised for bids for the Sunrise Road Median Construction Project; and

WHEREAS, while only one bid was received from Patin Construction, LLC, the City Council has determined that the bid is acceptable; and

WHEREAS, the City Council wishes to accept the bid of Patin Construction, 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 Patin Construction, LLC for the Sunrise Road Median Construction 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 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



BID TABULATION
CITY OF ROUND ROCK
Sunrise Rd Median Construction

May 17, 2016: 2:00 PM
 2008 Enterprise Drive; Round Rock, TX 78664



						Engineer's Opinion of Probable Construction Cost		Patin Construction LLC 3800 W. 2nd Street Taylor, TX 76574	
								YES	
								YES	
BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID									
1	17.27	STA	R	101					
2	167	LF	R	104		\$ 1,500.00	\$ 25,905.00	\$ 2,500.00	\$ 43,175.00
3	192	SF	R	104		\$ 14.00	\$ 2,338.00	\$ 5.00	\$ 835.00
4	140	LF	R	104		\$ 6.00	\$ 1,152.00	\$ 5.00	\$ 960.00
5	352	SY	T	105	3039	\$ 15.00	\$ 2,100.00	\$ 20.00	\$ 2,800.00
6	318	SY	R	201		\$ 30.00	\$ 10,560.00	\$ 20.00	\$ 7,040.00
7	9617	SY	R	315		\$ 15.00	\$ 4,770.00	\$ 10.00	\$ 3,180.00
8	146	TON	R	340		\$ 2.50	\$ 24,042.50	\$ 6.00	\$ 57,702.00
9	1089	TON	R	340		\$ 125.00	\$ 18,250.00	\$ 141.00	\$ 20,586.00
10	24	TON	R	340		\$ 130.00	\$ 141,570.00	\$ 156.00	\$ 169,884.00
11	12	LF	T	416	6031	\$ 300.00	\$ 7,200.00	\$ 192.00	\$ 4,608.00
12	27	LF	T	416	6032	\$ 250.00	\$ 3,000.00	\$ 280.00	\$ 3,360.00
13	2149	LF	R	430		\$ 260.00	\$ 7,020.00	\$ 320.00	\$ 8,640.00
14	1064	SF	R	432		\$ 25.00	\$ 53,725.00	\$ 30.00	\$ 64,470.00
15	6	EA	R	432		\$ 6.00	\$ 6,384.00	\$ 10.00	\$ 10,640.00
16	24	CY	T	432	6001	\$ 2,500.00	\$ 15,000.00	\$ 1,800.00	\$ 10,800.00
17	1088	SF	R	433		\$ 500.00	\$ 12,000.00	\$ 300.00	\$ 7,200.00
18	997	SF	R	436		\$ 10.00	\$ 10,880.00	\$ 20.00	\$ 21,760.00
19	351	LF	T	506	6040	\$ 10.00	\$ 9,970.00	\$ 20.00	\$ 19,940.00
20	427	SY	R	602		\$ 6.00	\$ 2,106.00	\$ 4.00	\$ 1,404.00
21	390	LF	T	618	6046	\$ 8.00	\$ 3,416.00	\$ 8.00	\$ 3,416.00
22	70	LF	T	618	6047	\$ 14.00	\$ 5,460.00	\$ 17.00	\$ 6,630.00
23	525	LF	T	618	6053	\$ 17.49	\$ 1,224.30	\$ 53.00	\$ 3,710.00
24	210	LF	T	618	6054	\$ 17.00	\$ 8,925.00	\$ 28.00	\$ 14,700.00
25	955	LF	T	620	6007	\$ 35.81	\$ 7,520.10	\$ 62.00	\$ 13,020.00
26	430	LF	T	620	6008	\$ 1.70	\$ 1,623.50	\$ 1.10	\$ 1,050.50
27	20	LF	T	620	6009	\$ 2.00	\$ 860.00	\$ 1.20	\$ 516.00
28	40	LF	T	620	6010	\$ 2.00	\$ 40.00	\$ 2.65	\$ 53.00
29	6	EA	T	624	6010	\$ 3.00	\$ 120.00	\$ 5.35	\$ 214.00
30	1	EA	T	628	6213	\$ 1,200.00	\$ 7,200.00	\$ 213.00	\$ 1,278.00
31	6	EA	R	642		\$ 5,200.00	\$ 5,200.00	\$ 6,400.00	\$ 6,400.00
32	2	EA	T	644	2001	\$ 200.00	\$ 1,200.00	\$ 100.00	\$ 600.00
33	3	EA	T	644	2060	\$ 600.00	\$ 1,200.00	\$ 770.00	\$ 1,540.00
34	1	EA	T	680	6002	\$ 200.00	\$ 600.00	\$ 500.00	\$ 1,500.00
35	8	EA	T	682	6001	\$ 17,116.85	\$ 17,116.85	\$ 26,650.00	\$ 26,650.00
36	2	EA	T	682	6002	\$ 243.00	\$ 1,944.00	\$ 333.00	\$ 2,664.00
37	8	EA	T	682	6003	\$ 250.00	\$ 500.00	\$ 333.00	\$ 666.00
						\$ 243.00	\$ 1,944.00	\$ 333.00	\$ 2,664.00



BID TABULATION
CITY OF ROUND ROCK
Sunrise Rd Median Construction

May 17, 2016: 2:00 PM
 2008 Enterprise Drive; Round Rock, TX 78664



BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Patin Construction LLC	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
38	4	EA	T	682 6004	VEH SIG SEC (12")LED(YEL ARW)	\$ 249.00	\$ 996.00	\$ 333.00	\$ 1,332.00
39	8	EA	T	682 6005	VEH SIG SEC (12")LED(RED)	\$ 243.00	\$ 1,944.00	\$ 333.00	\$ 2,664.00
40	2	EA	T	682 6006	VEH SIG SEC (12")LED(RED ARW)	\$ 249.00	\$ 498.00	\$ 333.00	\$ 666.00
41	6	EA	T	682 6018	PED SIG SEC (LED)(COUNTDOWN)	\$ 628.73	\$ 3,772.38	\$ 650.00	\$ 3,900.00
42	8	EA	T	682 6023	BACK PLATE (12")(3 SEC)	\$ 69.21	\$ 553.68	\$ 65.00	\$ 520.00
43	6	EA	T	682 6024	BACK PLATE (12")(4 SEC)	\$ 97.83	\$ 586.98	\$ 85.00	\$ 510.00
44	435	LF	T	684 6008	TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	\$ 1.55	\$ 674.25	\$ 1.80	\$ 783.00
45	383	LF	T	684 6030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	\$ 2.88	\$ 1,103.04	\$ 2.00	\$ 766.00
46	792	LF	T	684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	\$ 2.00	\$ 1,584.00	\$ 2.70	\$ 2,138.40
47	545	LF	T	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	\$ 5.00	\$ 2,725.00	\$ 5.40	\$ 2,943.00
48	716	LF	T	684 6049	TRF SIG CBL (TY A)(16 AWG)(3 CONDR)	\$ 1.86	\$ 1,331.76	\$ 0.70	\$ 501.20
49	835	LF	T	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	\$ 3.60	\$ 3,006.00	\$ 2.70	\$ 2,254.50
50	1	EA	T	686 6026	INS TRF SIG PL AM(S)1 ARM(24")ILSN	\$ 5,450.00	\$ 5,450.00	\$ 9,335.00	\$ 9,335.00
51	1	EA	T	686 6038	INS TRF SIG PL AM(S)1 ARM(36")ILSN	\$ 6,000.00	\$ 6,000.00	\$ 11,335.00	\$ 11,335.00
52	1	EA	T	686 6148	INS TRF SIG PL AM(S)2 ARM(40-36")LUM&ILSN	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
53	3	EA	T	687 6001	PED POLE ASSEMBLY	\$ 2,300.00	\$ 6,900.00	\$ 2,800.00	\$ 8,400.00
54	6	EA	T	688 6001	PED DETECT PUSH BUTTON (APS)	\$ 1,500.00	\$ 9,000.00	\$ 1,015.00	\$ 6,090.00
55	1	EA	T	688 6003	PED DETECTOR CONTROLLER UNIT	\$ 3,300.00	\$ 3,300.00	\$ 6,000.00	\$ 6,000.00
56	1	LS	R	700	MOBILIZATION	\$ 46,468.22	\$ 46,468.22	\$ 40,000.00	\$ 40,000.00
57	2	MO	R	803	BARRICADES SIGNS AND TRAFFIC HANDLING	\$ 4,500.00	\$ 9,000.00	\$ 8,500.00	\$ 17,000.00
58	737	LF	R	870	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	\$ 1.00	\$ 737.00	\$ 1.00	\$ 737.00
59	8	EA	R	870	WK ZN PAV MRK NON-REMOVE (W) (SYMBOL)	\$ 150.00	\$ 1,200.00	\$ 125.00	\$ 1,000.00
60	8	EA	R	870	WK ZN PAV MRK NON-REMOVE(W) (WORD)	\$ 200.00	\$ 1,600.00	\$ 165.00	\$ 1,320.00
61	3378	LF	R	870	WK ZN PAV MRK NON-REMOVE (Y) 4" (SLD)	\$ 1.00	\$ 3,378.00	\$ 1.00	\$ 3,378.00
62	657	LF	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (4") (90 MIL) (W)	\$ 0.75	\$ 492.75	\$ 1.70	\$ 1,116.90
63	1268	LF	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (8") (90 MIL) (W)	\$ 1.25	\$ 1,585.00	\$ 3.40	\$ 4,311.20
64	392	LF	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (12") (90 MIL) (W)	\$ 5.00	\$ 1,960.00	\$ 4.40	\$ 1,724.80
65	142	LF	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (24") (90 MIL) (W)	\$ 12.00	\$ 1,704.00	\$ 10.40	\$ 1,476.80
66	11	EA	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (SYMBOL) (90 MIL) (W)	\$ 250.00	\$ 2,750.00	\$ 200.00	\$ 2,200.00
67	6	EA	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (WORD) (90 MIL) (W)	\$ 300.00	\$ 1,800.00	\$ 2.70	\$ 16.20
68	1929	LF	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (4") (90 MIL) (Y)	\$ 0.75	\$ 1,446.75	\$ 1.70	\$ 3,279.30
69	1	EA	R	871	REFLECTORIZED TY I THERMOPLASTIC PAVEMENT MARKING (SHAPE) (90 MIL) (Y)	\$ 250.00	\$ 250.00	\$ 465.00	\$ 465.00
70	657	LF	R	871	REFLECTORIZED TY II PAVEMENT MARKING (4") (W)	\$ 0.60	\$ 394.20	\$ 1.00	\$ 657.00
71	1268	LF	R	871	REFLECTORIZED TY II PAVEMENT MARKING (8") (W)	\$ 1.00	\$ 1,268.00	\$ 1.70	\$ 2,155.60
72	392	LF	R	871	REFLECTORIZED TY II PAVEMENT MARKING (12") (W)	\$ 3.00	\$ 1,176.00	\$ 3.70	\$ 1,450.40
73	142	LF	R	871	REFLECTORIZED TY II PAVEMENT MARKING (24") (W)	\$ 5.00	\$ 710.00	\$ 5.40	\$ 766.80
74	11	EA	R	871	REFLECTORIZED TY II PAVEMENT MARKING (SYMBOL) (W)	\$ 75.00	\$ 825.00	\$ 165.00	\$ 1,815.00
75	6	EA	R	871	REFLECTORIZED TY II PAVEMENT MARKING (WORD) (W)	\$ 100.00	\$ 600.00	\$ 235.00	\$ 1,410.00
76	1929	LF	R	871	REFLECTORIZED TY II PAVEMENT MARKING (4") (Y)	\$ 0.50	\$ 964.50	\$ 1.00	\$ 1,929.00
77	1	EA	R	871	REFLECTORIZED TY II PAVEMENT MARKING (SHAPE) (Y)	\$ 75.00	\$ 75.00	\$ 300.00	\$ 300.00
78	97	EA	R	873	RAISED PAVEMENT MARKING (TY I-C)	\$ 6.50	\$ 630.50	\$ 12.00	\$ 1,164.00
79	98	EA	R	873	RAISED PAVEMENT MARKING (TY II-A-A)	\$ 6.00	\$ 588.00	\$ 12.00	\$ 1,176.00



BID TABULATION
CITY OF ROUND ROCK
Sunrise Rd Median Construction

May 17, 2016: 2:00 PM
 2008 Enterprise Drive; Round Rock, TX 78664

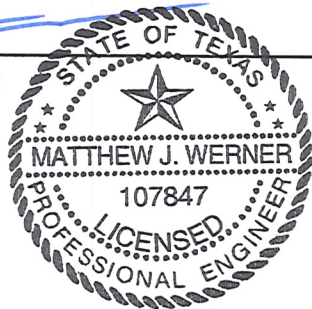


BID ITEM	APPROX. QUANTIT	UNIT	SPEC CODE	ITEM NO.	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Patin Construction LLC	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
80	506	LF	R	874	ELIM EXT PAV MRK & MRKS (4")	\$ 4.00	\$ 2,024.00	\$ 3.00	\$ 1,518.00
81	1	EA	T	6002	6001 VIVDS PROCESSOR SYSTEM	\$ 9,100.00	\$ 9,100.00	\$ 14,650.00	\$ 14,650.00
82	4	EA	T	6002	6002 VIVDS CAMERA ASSEMBLY	\$ 1,500.00	\$ 6,000.00	\$ 2,935.00	\$ 11,740.00
83	1	EA	T	6002	6003 VIVDS SET-UP SYSTEM	\$ 955.67	\$ 955.67	\$ 940.00	\$ 940.00
84	1	EA	T	6002	6004 VIVDS CENTRAL CONTROL	\$ 2,725.00	\$ 2,725.00	\$ 5,300.00	\$ 5,300.00
85	716	LF	T	6002	6005 VIVDS COMMUNICATION CABLE (COAXIAL)	\$ 5.00	\$ 3,580.00	\$ 5.40	\$ 3,866.40
86	70	LF	T	6089	6001 ETHERNET CABLE AND CONNECTORS	\$ 4.00	\$ 280.00	\$ 2.70	\$ 189.00
87	3	EA	T	6090	6001 LED INTERNALLY ILLUMINATED STREET NAME SIGNS	\$ 4,000.00	\$ 12,000.00	\$ 4,500.00	\$ 13,500.00
88	1	LF	R	1000	BATTERY BACK-UP SYSTEM	\$ 8,000.00	\$ 8,000.00	\$ 10,250.00	\$ 10,250.00
89	1	EA	R	1001	HARDENED ETHERNET SWITCH	\$ 2,770.00	\$ 2,770.00	\$ 2,150.00	\$ 2,150.00
90	1	EA	R	1002	DUAL BAND (2.4/5.8) WIRELESS ETHERNET RADIO	\$ 3,250.00	\$ 3,250.00	\$ 3,520.00	\$ 3,520.00
91	2	EA	R	1003	OPTICOM DETECTOR - GTT MODEL 722	\$ 1,390.00	\$ 2,780.00	\$ 1,735.00	\$ 3,470.00
92	1	EA	R	1004	OPTICOM PHASE SELECTOR - GTT MODEL 754	\$ 4,660.00	\$ 4,660.00	\$ 6,240.00	\$ 6,240.00
93	1	EA	R	1005	OPTICOM CARD RACK - GTT MODEL 760	\$ 750.00	\$ 750.00	\$ 442.00	\$ 442.00
94	338	LF	R	1006	OPTICOM CABLE - GTT MODEL 136	\$ 4.00	\$ 1,352.00	\$ 4.00	\$ 1,352.00
TOTAL BASE BID (Items 1 thru 94)						\$ 627,320.93		\$ 796,370.00	

Note: No mathematical errors were identified in Bid Form calculations submitted by the bidder.

I hereby certify that this is a correct and true tabulation of all bids received.

Matthew J. Werner, P.E.
 Kennedy Consulting, Inc.
 A JMT Company
 TBPE Firm Registration #F-926
 205 E. University Ave. #450
 Georgetown, TX 78626
 Ph: 512-864-2833



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-64851

Date Filed:
06/02/2016

Date Acknowledged:

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

Patin Construction LLC
Taylor, 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.

2016
Sunrise Road Median Construction

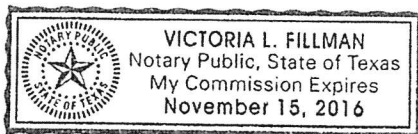
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tim Patin, this the 2 day of June, 2016, to certify which, witness my hand and seal of office.

[Signature] Victoria L Fillman
Signature of officer administering oath Printed name of officer administering oath

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement to Share Costs with the Brazos River Authority for the No-Net-Loss Study.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

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

Cost: \$65,940.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2016-3560

Round Rock currently has water under contract with the Brazos River Authority (BRA) that was made available under HB1437 that allows up to 25,000 acre-feet of water to be transferred from the Colorado Basin to the Brazos Basin. Of the 25,000 acre-feet, Round Rock has 20,928 acre-feet of this water under contract.

Because there is currently a 25% surcharge on the contracted water from Lake Travis, the City is working with the BRA and the Lower Colorado River Authority on conducting a study to identify ways to offset future rising water costs as a result of No-Net-Loss from the HB1437 water.

The BRA and City previously awarded a contract to K. Friese and Associates to assist with developing options that will allow the BRA and Round Rock to return water to the Colorado Basin to meet the No-Net-Loss requirement that would ultimately limit future rising water costs to the City. A preferred option of returning the water to the Colorado Basin has been identified and this option includes pumping water into the Cottonwood Creek. This contract includes additional analysis, route analysis, determine permitting requirements, estimating construction costs, etc. regarding this preferred option to transfer water back to the Colorado Basin. This contract is for an amount not-to-exceed \$131,880, and will be shared at 50% each between the BRA and City.

Staff recommends approval.

RESOLUTION NO. R-2016-3560

WHEREAS, the City of Round Rock (“City”) has water under contract with the Brazos River Authority (“BRA”) that was made available pursuant to §8503.029, Texas Special District Local Laws Code (the “Code”), and which water is physically located in Lake Travis, Colorado River Basin, and

WHEREAS, the City desires to enter into an agreement with the BRA regarding Phase III b. of a study to evaluate the options for meeting the “No-Net Loss” terms associated with §8503.029(a)(3)(B) of the Code, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement to Share Costs with the Brazos River Authority, 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 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

AGREEMENT TO SHARE COSTS

This Agreement to Share Costs ("Agreement") is made and entered into pursuant to Section 49.213 of the Texas Water Code and Section 552.001 of the Texas Local Government Code, on this the ____ day of _____, 2016 (the "Effective Date") by and between the Brazos River Authority ("BRA"), a river authority of the State of Texas, and the City of Round Rock ("Round Rock"), a Texas home rule city (collectively the "Parties").

Recitals

WHEREAS, Round Rock has water under contract with the BRA made available pursuant to §8503.029 of the Texas Special District Local Laws Code, which water is physically located in Lake Travis, Colorado River basin; and

WHEREAS, the BRA has contracted for such water and pays all cost associated with such water to the Lower Colorado River Authority and

WHEREAS, Round Rock has expressed interest in working with the BRA to evaluate the options for meeting the 'No Net Loss' terms associated with §8503.029(a)(3)(B), and previously entered into agreements with BRA to conduct a study of such terms ("Study"); and

WHEREAS, Phases I, II, and III a. of the Study are complete and Round Rock and the BRA have agreed to proceed with Phase III b. of the Study; and

WHEREAS, both Parties have agreed to equally share in the Phase III b. Study costs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Section I. Agreement

1.1 BRA shall hire K. Friese and Associates to complete the scope of services for Phase III b. of the Study set forth in Exhibit "A", attached hereto and incorporated by reference herein for all purposes, at a cost not to exceed one hundred thirty-one thousand eight hundred eighty dollars (\$131,880).

1.2 BRA will work with Round Rock to ensure that the work identified in Exhibit "A" is completed in a timely fashion.

1.3 Round Rock agrees to pay to the BRA, upon receipt of an appropriate invoice, the sum of money which represents 50 percent of the costs associated with the work to be performed as described in Section 1.1, above.

Section II. Miscellaneous

2.1 Entire Agreement. The terms and provisions of this Agreement contain the entire agreement between BRA and Round Rock with respect to the matters addressed above.

2.2 Severability. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be deemed to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

2.3 Amendments. No modification, addition, deletion, revision, or other change to this Agreement shall be effective unless such change is reduced to writing and executed by both BRA and Round Rock.

2.4 Assignability. This Agreement shall bind the Parties and their legal successors, but shall otherwise not be assignable by the Parties without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

2.5 Governing Law. This Agreement shall be governed by the Constitution and laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

2.6 Venue. Venue for any action arising hereunder shall be in Williamson County, Texas.

2.7 Third Party Beneficiaries. Except as 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.

2.8 Relationship of Parties. This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. Except as is expressly agreed to in writing in this Agreement, no Party (or any of its agents, officers, or employees) has any power to assume or create any obligation on behalf of the other Party.

2.9 Notices. All notices, communications, and reports required under the Agreement shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be

deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

P.O. Box 7555
4600 Cobbs Drive
Waco, Texas 76714

If intended for Round Rock, to:

City Manager
221 E. Main Street
Round Rock, Texas 78664

2.10 Term. This Agreement shall commence on the Effective Date and continue until the completion of the work described in Exhibit "A".

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

CITY OF ROUND ROCK

By: _____

PHILLIP FORD

Title: **GENERAL MANAGER/CEO**

Date: _____

By: _____

ALAN MCGRAW, MAYOR

Date: _____

Exhibit A

Scope of Services

Section I. Phase 3b Scope of Services. The following outlines the Scope of Services for Phase 3b of the HB 1437/No Net Loss Project. ENGINEER shall develop a project conceptual design summary of the Long Term Strategy - Brushy Creek Wastewater System Effluent - Inter-Basin Transfer to Cottonwood Creek.

1.1 ENGINEER shall develop a project conceptual level design summary of the Long Term Strategy - Brushy Creek Wastewater System Effluent - Inter-Basin Transfer to Cottonwood Creek.

- i. ENGINEER shall conduct a kick-off meeting with BRA to review the scope of services, schedule, and other pertinent information and data, such as; the pending Water Management Plan and Systems Operation Permit, projected HB 1437 water take schedule, anticipated water sources; and identify any limitations or conditions on the strategy that may impact facilities sizing or scheduling;
- ii. ENGINEER shall develop a project base map consisting of available aerial photography, topography, property lines and roadways, environmental and cultural resource constraints, mapped floodplain, and other available data;
- iii. ENGINEER shall select preliminary pipeline corridors, intake/pump station locations, and discharge points for the inter-basin transfer to Cottonwood Creek using the base map and windshield survey from right-of-way. Routing considerations will include route length; following existing, maintained, roadways and major pipeline and power line easements to minimize impacts and ease permitting; and avoiding dense urban areas where possible;
- iv. ENGINEER shall prepare three project sizing and cost scenarios: (1) project facilities sized for the BRA HB1437 replacement water; (2) upsizing of the project to include LCRA participation to transfer the City of Leander effluent to the Colorado Basin; and (3) a third scenario to be determined during the study. This task includes two meetings, one meeting with BRA and Round Rock to finalize the Round Rock demand scenario to be used for project phasing and one meeting to define the third project sizing scenario.
- v. ENGINEER shall assess the diversion from Brushy Creek. This shall include: (1) summarizing relevant water rights diversion conditions and available environmental data (2) estimating water quality composition (3) estimating flow impact of the diversion amount (3) determining required future environmental studies;
- vi. ENGINEER shall assess the proposed diversion to Cottonwood Creek. This shall include: (1) summarizing existing flow, modeling, and environmental data; (2) site visits to determine existing conditions and sampling for grain size distribution;

(3) existing conditions assessment and characterization; (4) estimating resultant water quality conditions; and (5) preliminary modeling and assessment of potential changes to stream resulting from proposed diversion;

vii. ENGINEER shall develop a conceptual level intake and/or pump station design to sufficient detail to identify permitting requirements, land requirements, and costs;

viii. ENGINEER shall develop Class 4 cost estimate (+30%/-60%) for the three demand scenarios identified;

ix. ENGINEER shall prepare a project implementation schedule that will include permitting, land acquisition, design, and construction timelines.

1.2 Following the preliminary draft of the project conceptual design summary, ENGINEER shall meet with BRA and City of Round Rock to review and finalize the conceptual design components. This Task includes two meetings.

1.3 ENGINEER shall prepare a report documenting Phase 3b of the Project for review and comment. This Task includes three meetings, with presentation materials, to present the results of Phase 3b, one with BRA, one with the City of Round Rock, and one with LCRA.

1.4 After incorporating comments, ENGINEER shall prepare a Final Report including a Scope of Services for Phase 4. This Task includes one final meeting.



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with LAN, Inc. for the Neighborhood Stormwater Modeling 2016-2018 Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$150,000.00

Indexes: 2014 Drainage Revenue Bonds

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2016-3571

The work authorization contract with LAN, Inc. is to support City staff with neighborhood storm water modeling including developing and/or updating models to identify and assess the flooding issues within neighborhoods and existing storm drain systems. Some modeling under this task may require unusually complex storm drain, overland flow, and creek interactions. The City's drainage staff have identified several "high hazard" neighborhood flooding issues. High hazard issues are classified as structures being damaged due to water entering the home or place of business due to localized flooding events. Stormwater modeling is needed across the City to help identify the severity of impact and cost effective solutions for these flooding issues. Next steps will be prioritizing projects and allocating funds to continue the neighborhood drainage CIP program to help mitigate neighborhood flooding.

Staff recommends approval.

RESOLUTION NO. R-2016-3571

WHEREAS, the City of Round Rock desires to retain engineering services for the Neighborhood Stormwater Modeling 2016-2018 Work Authorization Project, and

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

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with LAN, Inc. for the Neighborhood Stormwater Modeling 2016-2018 Work Authorization Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES FOR NEIGHBORHOOD STORMWATER MODELING 2016-2018 WORK AUTHORIZATION

FIRM: LAN, INC. ("Engineer")
ADDRESS: 8911 N. Capital of Texas Hwy, Building 2, Suite 2300, Austin, TX 78759

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into to be effective on _____, 2016 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

Engineer shall perform the Engineering Services in accordance with a Work Schedule to be agreed upon between City and Engineer as part of the Work Authorization provided in Article 7 herein, "Work Authorization." Such Work Schedule shall contain a complete schedule so that the Engineering Services included in the Work Authorization may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) **Term.** This Agreement shall be from the date hereof and shall terminate at the close of business on the 31st day of the month of July, 2018, or as otherwise terminated as provided in Article 20 entitled "Termination." Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

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

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

ARTICLE 4 **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
WORK AUTHORIZATION

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

ARTICLE 8
PROJECT TEAM

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

Ryan Beardmore
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 671-2752
Fax Number (512) 218-5536
Email Address rbeardmore@roundrocktexas.gov

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

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

Chad Cormack
Regional Stormwater Manager
8911 N. Capital of Texas Hwy, Suite 2300
Austin, TX 78759
Telephone Number (512) 338-2718
Fax Number N/A
Email Address cmcormack@lan-inc.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

purposes of completing, using and maintaining infrastructure or facilities for which said work and documents were prepared.

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Should City terminate this Contract under Subsection (4) immediately above, then the

amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that

will be recommended or required for any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

ARTICLE 26 **INSURANCE**

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

- (a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Chad Cormack
Regional Stormwater Manager
8911 N. Capital of Texas Hwy, Suite 2300
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

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

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

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

LAN, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City will provide the following information and other assistance to the Engineer (LAN) that the City deems appropriate and necessary:

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

EXHIBIT B

Engineering Services

1. PROJECT PURPOSE

The project purpose is to support City staff with neighborhood storm water modeling. Developing and/or updating models to identify and assess the flooding issues within neighborhoods and existing storm drain systems. Some modeling under this task may require unusually complex storm drain, overland flow, and creek interactions.

2. BACKGROUND

Several areas of the City have complex drainage issues. These issues need to be better identified and analyzed in order to assess the issues and rank, design and build future CIP projects.

3. GENERAL SCOPE OF WORK

- Kick-off meeting and Project Management.
- Identify and prioritize neighborhood drainage issues.
- Formalize modeling methodologies and deliverable standards.
- Hydrology and Hydraulics studies on areas as identified by the City.
- Survey – Coordinate surveying as determined by the City.
- Provide assistance reviewing models.

EXHIBIT C

Fee Schedule

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

Hourly rates to be billed on a time and materials basis per the following rates:

Title	Rate/ Hr.
Principal	\$220
Project Manager	\$185
Senior Engineer	\$165
Project Engineer (PE)	\$135
Graduate Engineer (EIT)	\$120
CADD/GIS	\$100
Admin.	\$80

*Rates may be amended once between Jan. 1, 2017 and Dec. 31, 2017, not to exceed a 3% increase.

EXHIBIT D

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY)

6/19/2015

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1055303 LOCKWOOD, ANDREWS & NEWNAM, INC. ATTN: MR. DON SCHUETZ 2925 BRIARPARK DRIVE HOUSTON, TX 77042	INSURER A: Lloyd's of London		38253
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES LEOAD01 **CERTIFICATE NUMBER:** 13559013 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	LDUSA1504566	7/1/2015	7/1/2016	\$2,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

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

CERTIFICATE HOLDER**CANCELLATION** See Attachment

13559013
CITY OF ROUND ROCK
ATTN: CITY MANAGER
221 EAST MAIN STREET
ROUND ROCK TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL NAMED INSURED: LOCKWOOD, ANDREWS & NEWMAN, INC.

ATTACHING TO AND FORMING PART OF POLICY NO. B0146LDUSA1404566

ISSUE TO: Leo A. Daly Company and as more fully described in the Policy

ISSUED BY: Underwriters at Lloyd's, London

EFFECTIVE: 12:01 am Standard Time on 1 July, 2014

Endorsement Number: 19

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Lockton Companies LLC the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Insured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change**. The **Insured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change**, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
 - (i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Insured**.
 - (ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Insured**,

All other terms and conditions of the Policy remain unchanged.

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.
Lockwood, Andrews & Newnam, Inc.
Houston, TX United States

Certificate Number:
2016-69069

Date Filed:
06/10/2016

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

Date Acknowledged:

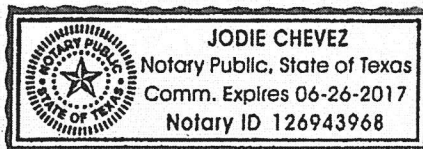
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
NHSWM
Engineering services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly, Leo	Washington, DC United States	X	
	Daly, Grega	Washington, DC United States	X	
	Petersen, Dennis	Houston, TX United States	X	
	Cohen, Arnold	Austin, TX United States	X	
	Vajdani, Sima	Los Angeles, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Derek St. John, this the 10th day of June, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Jodie Chevez
Printed name of officer administering oath

Administrative Assistant
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM for the Creek Stormwater Modeling 2016-2018 Work Authorization.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$150,000.00

Indexes: Regional Detention Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2016-3572

The proposed work authorization contract with AECOM is to support City staff with floodplain modeling. The current submitted FEMA floodplain models need to be expanded to incorporate areas within the City that are not included within the FEMA models due to the City's higher standard regulatory requirements. The expanded models will be of the same detail and methodology as the FEMA models and will significantly improve efficiency with regulatory efforts, analysis, and infrastructure assessment regarding our City's creeks and major drainage ways.

AECOM previously developed floodplain models on behalf of the Upper Brushy Creek Watershed Control and Improvement District. Those models have been submitted to FEMA for adoption as a Physical Map Revision (PMR). Once approved, the PMR will be adopted and new Floodplain maps will be issued by FEMA for use under the National Flood Insurance Program (NFIP).

Staff recommends approval.

RESOLUTION NO. R-2016-3572

WHEREAS, the City of Round Rock desires to retain engineering services for the Creek Stormwater Modeling 2016-2018 Work Authorization Project, and

WHEREAS, AECOM has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with AECOM, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with AECOM for the Creek Stormwater Modeling 2016-2018 Work Authorization Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 23rd day of June, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES FOR CREEK STORMWATER MODELING 2016-2018 WORK AUTHORIZATION

FIRM: AECOM ("Engineer")
ADDRESS: 9400 Amberglen Boulevard, Austin, TX 78729

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into to be effective on _____, 2016 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

Engineer shall perform the Engineering Services in accordance with a Work Schedule to be agreed upon between City and Engineer as part of the Work Authorization provided in Article 7 herein, "Work Authorization." Such Work Schedule shall contain a complete schedule so that the Engineering Services included in the Work Authorization may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) **Term.** This Agreement shall be from the date hereof and shall terminate at the close of business on the 31st day of the month of July, 2018, or as otherwise terminated as provided in Article 20 entitled "Termination." Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

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

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

ARTICLE 4 **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
WORK AUTHORIZATION

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

ARTICLE 8
PROJECT TEAM

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

Ryan Beardmore
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 671-2752
Fax Number (512) 218-5536
Email Address rbeardmore@roundrocktexas.gov

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

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

Jeff Irvin, PE
Principal Engineer
9400 Amberglenn Boulevard
Austin, TX 78729
Telephone Number (512) 658-0856
Fax Number (512) 454-8807
Email Address Jeff.Irvin@aecom.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

purposes of completing, using and maintaining infrastructure or facilities for which said work and documents were prepared.

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Should City terminate this Contract under Subsection (4) immediately above, then the

amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that

will be recommended or required for any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

ARTICLE 26 **INSURANCE**

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

- (a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Jeff Irvin, PE
Principal Engineer
9400 Amberglen Boulevard
Austin, TX 78729

ARTICLE 33
GENERAL PROVISIONS

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

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

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

AECOM

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City will provide the following information and other assistance to the Engineer (AECOM) that the City deems appropriate and necessary:

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

EXHIBIT B

Engineering Services

1. PROJECT PURPOSE

The project purpose is to support City staff with floodplain modeling. Current floodplain models will be expanded to incorporate un-modeled areas and develop and/or update additional models to help identify and assess City flooding issues.

2. BACKGROUND

The project will continue and expand the work recently completed with the Upper Brushy Creek Watershed Study which provided a watershed model that has been submitted to FEMA in order to update flood maps.

3. GENERAL SCOPE OF WORK

- Kick-off meeting and Project Management.
- Identify and prioritize additional streams that are to be modeled.
- Formalize modeling methodologies and deliverable standards.
- Hydrology and Hydraulics work expanding existing City floodplain models.
- Survey – Coordinate surveying as determined by the City.
- Provide assistance reviewing models and/or creating or processing map revisions through FEMA.

EXHIBIT C

Fee Schedule

Hourly rates to be billed on a time and materials basis per the following rates:

Category	Rate	Staff members
Project Management	\$ 180.13	Jeff Irvin, Darrell Jones
Senior QAQC	\$ 135.90	April Smith, Dan Zell, Chris Levitz
Senior Engineer	\$ 121.98	Chris Wright, Monica Wedo
Task Lead	\$ 91.00	Vanessa Benavides, Clint Kimball
EIT	\$ 78.00	Chelsea Burkett, Mariel Polter, Justin Baker
Principal GIS	\$ 125.00	Kristi Teykl
Senior GIS	\$ 101.00	John Wade
GIS Analyst	\$ 79.00	Julia Presas, Adrien Branch
Administrative	\$ 80.00	Pam Bradley, Phyllis Sanders, Pablo Ruiz
Sub Contract Admin	\$ 90.00	Pablo Ruiz

*Rates may be amended once between Jan. 1, 2017 and Dec. 31, 2017, not to exceed a 3% increase.

EXHIBIT D

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2016

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -*ECOM--16-17 Austin PL 04 2016	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : N/A INSURER B : N/A INSURER C : Illinois Union Insurance Co INSURER D : INSURER E : INSURER F : NAIC # N/A N/A 27960
---	---

COVERAGES	CERTIFICATE NUMBER: LOS-002000038-01	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 ""CLAIMS MADE""	04/01/2016	04/01/2017	Per Claim/Agg \$1,000,000 Defense Included

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

Re: Contract for Engineering Services,

Evidence of insurance.

CERTIFICATE HOLDERCity of Round Rock
221 East Main Street
Round Rock, TX 78664-5299**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

James L. Vogel

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

AECOM Technical Services, Inc.
Austin, TX United States

Certificate Number:
2016-70492

Date Filed:
06/14/2016

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, Texas

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.

Stormwater Modeling 2016-2018
Provide floodplain models for un-modeled areas and develop additional models to identify flooding issues.

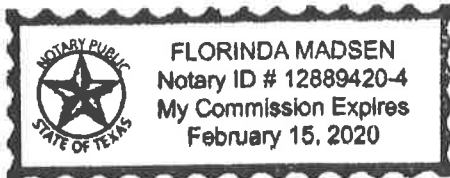
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael D. Patorno, this the 14 day of June, 20 16, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Florinda DeLaGuz Madsen

Printed name of officer administering oath

Notary Public

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding, and an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties in the city limits of Round Rock. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2016-3543

The partial tax exemption program for historically significant properties, created in 1982, encourages owners of historic properties to use money saved on taxes to provide regular maintenance and/or repair to their historic structures. With this program, property owners receive a 75% exemption of municipal property taxes. The Historic Preservation Commission is responsible for inspecting properties that participate in the program and recommending to the City Council whether a property is eligible to receive the tax exemption.

Staff recommends approval.

ORDINANCE NO. O-2016-3543

AN ORDINANCE GRANTING A PARTIAL EXEMPTION FROM AD VALOREM TAXES FOR CERTAIN QUALIFIED HISTORICALLY SIGNIFICANT PROPERTIES LOCATED WITHIN THE CITY LIMITS OF ROUND ROCK, TEXAS; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

That the owners of the following real properties, described in Exhibit "A" attached hereto, have complied with Chapter 46, Section 46-108, Code of Ordinances (2010 Edition), City of Round Rock, Texas.

II.

That the real properties described in Exhibit "A" be granted an exemption of seventy-five percent (75%) of the assessed value of the structure and land for the tax year 2016, pursuant to the provisions of said Section 46-108.

III.

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

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

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and

formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

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

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

Alternative 2.

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

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

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

2016 PROPERTY TAX EXEMPTION APPLICATIONS CITY OF ROUND ROCK

Page 1 of 3

PARCEL ID#	ADDRESS	OWNER	APPRAISED VALUE (Preliminary) LAND IMPROV. TOTAL			Est. Tax rate of \$ 0.41465** per \$100			INSPECTION		
						CITY TAX	TAX EXEMPTION	TAXES DUE	RATING		
									P	NM	F
R-16-4660-0004-0009	803 E. Liberty Avenue	Apelt, Kurt Charles Jr. & Sondra	\$69,601	\$328,003	\$397,604	\$1,648	\$1,236	\$412		X	
R-16-5120-0019-0006	400 E. Main Street	Avery, John S., Sr.	\$40,076	\$257,567	\$297,643	\$1,234	\$926	\$309	X		
R-16-5120-0023-0013	106 N. Mays Street	Bakir, Beverly	\$174,166	\$87,070	\$261,236	\$1,083	\$812	\$271	X		
R-16-5120-0009-0013	105 E. Main Street	Bakir, Issam & Beverly	\$231,000	\$472,043	\$703,043	\$2,915	\$2,186	\$729		X	
R-16-4660-0008-0004	1104 E. Liberty Ave.	Brader, Trey	\$60,825	\$410,965	\$471,790	\$1,956	\$1,467	\$489	X		
R-16-5120-0022-0008	102 E. Main Street	Celsius Investments, LLC (Bryan Hunter)	\$231,000	\$586,564	\$817,564	\$3,390	\$2,543	\$848		X	
R-16-5120-0009-0014A	111 E. Main Street	Eckert, Mike & Doris	\$169,585	\$322,726	\$492,311	\$2,041	\$1,531	\$510		X	
R-16-5120-0002-0001	208 S. Blair Street	Franco, Emilia Irene Cantu	\$198,324	\$34,410	\$232,734	\$965	\$724	\$241	X		
R-16-5120-0012-0001	405 E. Main Street	Goodrich, Billie Jean C & Wm T. Crier &	\$164,025	\$935,707	\$1,099,732	\$4,560	\$3,420	\$1,140	X		
R-16-5120-0009-0016	115 E. Main Street	Hendrix, Burkley J.	\$231,062	\$390,894	\$621,956	\$2,579	\$1,934	\$645		X	
R-16-3314-000A-0001	22 Chisholm Trail	Hoover, Sue (#22 Chisholm Trail LLC)	\$43,828	\$60,220	\$104,048	\$431	\$324	\$108		X	
R-16-5120-0022-0002	116 E. Main Street	Huggins-Three, L.P.	\$231,000	\$638,379	\$869,379	\$3,605	\$2,704	\$901	X		
R-16-5120-0025-0001B	302 W. Main Street	JasPas Properties LLC (Ms. Patti Smith)	\$210,000	\$60,086	\$270,086	\$1,120	\$840	\$280		X	
R-16-3526-0000-0002	18 Chisholm Trail	JMB Commercial Property Investments L	\$75,891	\$91,404	\$167,295	\$694	\$520	\$173		X	
R-16-3526-0000-0001	20 Chisholm Trail	JMB Commercial Property Investments L	\$73,640	\$165,452	\$239,092	\$991	\$744	\$248	X		
R-16-5120-0040-0004B	207 N. Stone Street	Jordan, Thomas R. & Patricia C.	\$40,856	\$218,060	\$258,916	\$1,074	\$805	\$268		X	
R-16-5120-0018-0001	508 E. Main Street	Leppin, David W.	\$60,825	\$201,005	\$261,830	\$1,086	\$814	\$271			X
R-16-5120-0022-0001	118 E. Main Street	Lewis RR Properties Ltd. (Kip Lewis)	\$231,000	\$418,279	\$649,279	\$2,692	\$2,019	\$673		X	
R-16-5120-0009-0019	121 E. Main Street	Lewis RR Properties Ltd. (Kip Lewis)	\$231,062	\$381,651	\$612,713	\$2,541	\$1,905	\$635		X	

Exhibit "A"

PARCEL ID#	ADDRESS	OWNER	APPRAISED VALUE (Preliminary)			Est. Tax rate of \$ 0.41465** per \$100			INSPECTION		
						CITY TAX	TAX EXEMPTION	TAXES DUE	RATING		
			LAND	IMPROV.	TOTAL				P	NM	F
R-16-5120-0010-0011	201/203 E. Main Street	Lewis RR Properties Ltd. (Kip Lewis)	\$424,872	\$2,078,293	\$2,503,165	\$10,379	\$7,785	\$2,595		X	
R-16-5120-0022-0004	112 E. Main Street	Luna, Bertha	\$231,000	\$224,846	\$455,846	\$1,890	\$1,418	\$473		X	
R-16-5120-0040-0003	602 E. Liberty Avenue	Macaulay, Kent B. Trustee of the Kent M.	\$50,482	\$416,218	\$466,700	\$1,935	\$1,451	\$484		X	
R-16-5120-0009-0017	117 E. Main Street	Monteith, Kevin D.	\$231,062	\$422,507	\$653,569	\$2,710	\$2,033	\$678		X	
R-16-5120-0009-0018	119 E. Main Street	Monteith, Kevin D. and Kathi	\$231,062	\$222,316	\$453,378	\$1,880	\$1,410	\$470		X	
R-16-5120-0009-0014B	109 E. Main Street	Monteith, Mabel O Living Trust	\$151,598	\$324,149	\$475,747	\$1,973	\$1,480	\$493		X	
R-16-5120-0022-0009	100 E. Main Street	Morris, R J - LLC	\$231,000	\$779,295	\$1,010,295	\$4,189	\$3,142	\$1,047	X		
R-16-5120-0027-0004	106 N. San Saba Street	Munson, Dorothy	\$226,800	\$87,800	\$314,600	\$1,304	\$978	\$326		X	
R-16-5120-0026-0001	400 W. Main Street	Nagle Holdings LP	\$472,500	\$696,612	\$1,169,112	\$4,848	\$3,636	\$1,212		X	
R-16-5120-0009-0011A	105 S. Mays	Nguyen, Tien V. and Mai Thi P	\$67,838	\$175,123	\$242,961	\$1,007	\$756	\$252		X	
R-16-5120-0009-0012	103 E. Main Street	Omega Pizza Co., Inc. (Mr. Jon Creasey)	\$231,000	\$343,348	\$574,348	\$2,382	\$1,786	\$595		X	
R-16-5120-0022-0005	108/110 E. Main Street	Palmer Investments, LP	\$346,500	\$600,100	\$946,600	\$3,925	\$2,944	\$981		X	
R-16-4932-0011-0001	107 S. Sheppard Street	Portillo, Juan and Margo	\$125,866	\$118,124	\$243,990	\$1,012	\$759	\$253		X	
R-16-5120-0013-0003	507 E. Main Street	Quick, Darren E. and Rebecca	\$70,977	\$434,051	\$505,028	\$2,094	\$1,571	\$524		X	
R-16-0284-0000-0151X	603 Chisholm Trail	Quick, Edward Don and Eugenia G.	\$118,530	\$301,380	\$419,910	\$1,741	\$1,306	\$435	X		
R-16-0284-0000-0111	1000 N. IH-35	Quick, Edward D. and Eugenia G.	\$292,595	\$625,805	\$918,400	\$3,808	\$2,856	\$952		X	
R-16-5120-0021-0007A	204 E. Main Street	QQQ Round Rock LLC Series 1 (c/o Mr. I	\$231,000	\$428,456	\$659,456	\$2,734	\$2,051	\$684		X	
R-16-5120-0022-0003	114 E. Main Street	R&R Eastside Partners LLC	\$231,000	\$340,826	\$571,826	\$2,371	\$1,778	\$593		X	
R-16-5211-000A-0001	4 Chisholm Trail	Rhode & Martino Ventures LLC	\$257,559	\$245,083	\$502,642	\$2,084	\$1,563	\$521	X		
R-16-5120-0009-0011B	101 E. Main Street	Roberts, Sarah N.	\$161,280	\$294,793	\$456,073	\$1,891	\$1,418	\$473			X
R-16-5120-0019-0004	402 E. Main Street	Roberts, Sarah N.	\$35,538	\$155,282	\$190,820	\$791	\$593	\$198			X
R-16-5120-0011-0014	307 E. Main Street	Round Rock Main Street Venture LLC	\$220,500	\$112,528	\$333,028	\$1,381	\$1,036	\$345		X	
R-16-0284-0000-0167	10 Chisholm Trail	Scowden, Douglas A. etux, Sandra	\$137,108	\$159,950	\$297,058	\$1,232	\$924	\$308		X	
R-16-5120-0011-0001	309 E. Main Street	Sheets, Stephan L.	\$381,024	\$468,661	\$849,685	\$3,523	\$2,642	\$881		X	

Exhibit "A"

PARCEL ID#	ADDRESS	OWNER	APPRAISED VALUE (Preliminary)			Est. Tax rate of \$ 0.41465** per \$100			INSPECTION RATING		
						CITY TAX	TAX EXEMPTION	TAXES DUE	P	NM	F
R-16-5120-0017-0013	609 E. Liberty Avenue	Sliva, Charles H.	\$48,635	\$367,597	\$416,232	\$1,726	\$1,294	\$431	X		
R-16-5120-0009-0008	107 S. Mays Street	Tischler-Kocurek (Attn: Lial Tischler)	\$238,140	\$393,824	\$631,964	\$2,620	\$1,965	\$655		X	
R-16-4932-0011-0002	109 S. Sheppard St.	TLIM Sheppard, LLC	\$143,427	\$115,647	\$259,074	\$1,074	\$806	\$269		X	
R-16-5120-0021-0006	206 E. Main Street	TRJ Nelson Partnership	\$231,000	\$113,469	\$344,469	\$1,428	\$1,071	\$357		X	
R-16-4660-0004-0001	808 E. Main Street	Wendt, William Robert and Kellie N.	\$47,910	\$320,706	\$368,616	\$1,528	\$1,146	\$382		X	
R-16-5120-0021-0009	200 E. Main Street	Wilson, William J. (Estate)	\$283,500	\$790,297	\$1,073,797	\$4,452	\$3,339	\$1,113		X	
R-16-5120-0017-0010A	603 E. Liberty Avenue	Wright, Caren	\$53,955	\$216,569	\$270,524	\$1,122	\$841	\$280	X		
Total (All Applicants):			\$8,973,024	\$18,434,140	\$27,407,164	\$113,644	\$85,233	\$28,411			
Total Minus "Fail" Inspection Rating			\$8,715,381	\$17,783,060	\$26,498,441	\$109,876	\$82,407	\$27,469			

Key:

Inspection Rating

P= Pass

NM= Needs Maintenance

F= Fail

** The tax rate provided in this calculation is the adopted tax rate from the 2015-2016 City of Round Rock Annual Operating Budget. The partial tax exemption for historically significant properties must be adopted by the City prior to July 15th. The property owner's actual exemption may increase or decrease depending on the 2016 tax rate which becomes effective on October 1.



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance annexing a 2.184 acre tract of City-owned property and a 0.173 acre tract of right-of-way along a portion of A.W. Grimes.
(First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A - 2.184 acres Roundville Lane, Roundville Lane access aerial photo

Department: Planning and Development Services Department

Text of Legislative File 2016-3525

The City acquired the 2.184 acre tract to provide provide public access to property which was recently annexed into the City and zoned for light industrial uses as a portion of the Glen Ellyn PUD (Planned Unit Development). The tract connects South A.W. Grimes Boulevard to the property and is commonly known as Roundville Lane. The annexation also includes a small section of right-of-way in A.W. Grimes, located adjacent to the City owned tract.

Staff recommends approval.

ORDINANCE NO. O-2016-3525

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 2.184 ACRES OF LAND, OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, AND A 0.173 ACRE RIGHT-OF-WAY LOCATED ON A PORTION OF A. W. GRIMES, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.021, Local Government Code, the City may extend its boundaries and annex area adjacent to it, and

WHEREAS, the City is the owner of a tract of land containing 2.184 acres out of the Memucan Hunt Survey, Abstract No. 314, and a 0.173 acre right-of-way located on a portion of A.W. Grimes, in Williamson County (the "Property") more fully described in Exhibit "A", and

WHEREAS, the City Council has determined that all requirements of Chapter 43, Local Government Code have been complied with and hereby consider it appropriate to approve the annexation, Now Therefore

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

I.

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

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

That this Ordinance shall become effective after its passage.

VIII.

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

IX.

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

X.

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

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

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

Alternative 1.

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

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

Alternative 2.

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

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

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 2.184 ACRE (95,134 SQUARE FOOT), TRACT OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS, SAID 2.184 ACRE BEING ALL OF THAT CALLED 2.18 ACRE 50 FOOT WIDE ROAD EASEMENT FIRST DESCRIBED IN A CORRECTION DEED (EARTHEL C. HENDERSON AND WIFE, PHYLLIS LEE HENDERSON TO LARRY T. GILL AND WIFE, BENNIE H. GILL) AS EXHIBIT "D" IN VOLUME 664, PAGE 595 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED OR REFERENCED IN VARIOUS DEEDS ABUTTING SAID ROAD EASEMENT, SAID 2.184 ACRE (95,134 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron rod found for an angle point in the southerly boundary line of the remainder of that called 5.00 acre tract of land conveyed to CWC Properties in Volume 2335, Page 260 of the Official Records of Williamson County, Texas, same being the northwesterly corner of the 0.19 acre portion of that called 2.101 acre tract of land conveyed to Daugherty Family Registered, LLP #1 by instrument recorded in Document No. 2015046052 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which a 3/8" iron rod found for the northeasterly corner of said 0.19 acre portion of the 2.101 acre tract of land, same being the southerly corner of that called 1.0 acre tract of land conveyed to Texas R. Flaniken and Wife, Maria M. Flaniken by instrument recorded in Volume 1590, Page 309 of the Official Records of Williamson County, Texas, bears N 27°16'16" E at a distance of 158.09 feet;

- 1) THENCE, S 42°59'26" E, at a distance of 51.98 feet, pass a 5/8" iron rod found and continuing for a total distance of 53.01 feet to the calculated southwesterly corner of said 0.19 acre portion of the 2.101 acre tract, same being the northeasterly corner of that called 7.49 acre tract of land conveyed to Alpha Westinghouse Ventures, L.L.C. by instrument recorded in Document No. 2015046891 of the Official Public Records of Williamson County, Texas, also being in the southeasterly boundary line of that called 72.9 acre tract of land conveyed to said Earthele C. Henderson and Wife, Phyllis Lee Henderson by instrument recorded in Volume 498, Page 528 of the Deed Records of Williamson County, Texas, also being in the northwesterly boundary line of that called 82.83 acre tract of land conveyed to Daugherty Family Registered Limited Liability Partnership #1 by instrument recorded in Document No. 1996067308 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;
- 2) THENCE, departing the common boundary line between said 72.9 acre tract and said 82.83 acre tract, with the southerly boundary line of the herein described tract, S 66°30'32" W, at a distance of 1264.16 feet, pass a 1/2" iron rod found, being the northwesterly corner of said 7.49 acre tract, same being the northeasterly corner of that called 2.281 acre tract of land conveyed to Rock & Roe, L.L.C. by instrument recorded in Document No. 2014069358 of the Official Public Records of Williamson County, Texas, at a distance of 1838.04 feet, pass the calculated intersection with the existing easterly Right-of-Way (R.O.W.) line of A. W. Grimes Boulevard (County Road 170), (variable width ROW) same being the southwesterly corner of said 2.281 acre tract, and from which a iron rod with plastic surveyors cap stamped "4 WARD" bears, S 53°09'20" E with said existing easterly R.O.W. line, at a distance of 0.45 feet, and continuing for a total distance of 1897.21 feet, for the southwesterly corner of the herein described tract;
- 3) THENCE, N 54°01'45" W, for a distance of 58.04 feet to the calculated northwesterly corner of the herein described tract;

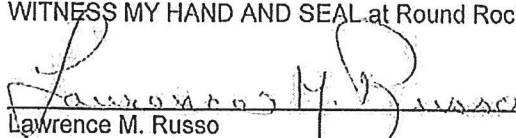
- 4) **THENCE**, with the northerly line of the herein described Road Easement N 66°30'32" E, at a distance of 40.68 feet, pass said existing easterly R.O.W. line, same being the southwesterly corner of Lot 9, Block A of Round Rock Retail Subdivision Phase 2 Replat, a subdivision of record in Cabinet FF, Slide 34-36 of the Plat Records of Williamson County, Texas, and from which a iron rod with an unknown plastic surveyors cap found bears S 53°37'19" E with the southerly extension of said existing easterly R.O.W. line at a distance of 1.43 feet, and continuing for a total distance of 1909.00 feet to the **POINT OF BEGINNING**, containing 2.184 acres (95,134 square feet) of land, more or less.

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

This property description is accompanied by a separate exhibit.

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
512-238-1200

Date

03/12/2016



STATE HIGHWAY 45
LOUIS HENNA BOULEVARD
(VARIABLE WIDTH P.O.W.)

STATE HIGHWAY 45

LOUIS HENNA BOULEVARD
(VARIABLE WIDTH R.O.W.)

SOUTH A. W. CRIMES BOULEVARD
COUNTY ROAD 170
(VARIABLE WIDTH R.O.W.)

LEGEND	
Q	RAIN ROD WITH CAP FOUND
1	1 1/2" INCH RAIN ROD FOUND (UNLESS NOTED)
2	CALCULATED POINT
3	PROPERTY LINE
4	DEWATERED RECORDS: WILMINGTON P.A.W.C.T. PLAT RECORDS: WILMINGTON COUNTY, TEXAS DEWATERED RECORDS: WILMINGTON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS DEPARTMENT OF LAND RECORDS P.L.R. PUBLIC UNIT EXHIBIT P.L.R. RECORD INFORMATION WASTEWATER MANHOLE GAS METER COURT LOT CONCRETE DRAIN CATCH FENCE BOARDS CATCH FENCE OWNER CATCH FENCE

BOUNDARY NOTES.

1) THE SURVEY DEPICTED HEREON DEFINES THE LIMITS OF THE 50' FOOT WIDE ROADWAY EASEMENT CURRENTLY KNOWN AS ROWNLEIGH LANE (A FULL DESCRIPTION IN VOLUME 1125, PAGE 365 EXHIBIT "D" - 2.18 ACRES - SURVEYED BY RUSSELL D. PARKER HAS A HAND WRITTEN NOTE IMPLYING THAT THE 2.18 ACRE TRACT WAS CONVEYED TO THE COUNTY FOR EASEMENT. (NO RECORD OF THIS TRANSACTION WAS FOUND).

11) ADJOINING PROPERTY LINES AND OWNERSHIP ARE FOR INFORMATIONAL PURPOSES ONLY.

h) EASEMENTS OF RECORD (BY DEED OR PLAT) WERE NOT RESEARCHED OR ADDRESSED HEREIN.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREIN.

3) 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.

) THIS PLAT IS ACCOMPANIED BY A FIELDNOTE DESCRIPTION.

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.

0

22/01/2020

AVRENE DE L. RUSSO.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050

INLAND GEOMETICS, LLC
FIRM REGISTRATION NO. 100591-00

1990-1991 1992-1993 1994-1995 1996-1997 1998-1999 2000-2001 2002-2003 2004-2005 2006-2007 2008-2009 2010-2011 2012-2013 2014-2015 2016-2017 2018-2019 2020-2021 2022-2023 2024-2025 2026-2027 2028-2029 2030-2031 2032-2033 2034-2035 2036-2037 2038-2039 2040-2041 2042-2043 2044-2045 2046-2047 2048-2049 2050-2051 2052-2053 2054-2055 2056-2057 2058-2059 2060-2061 2062-2063 2064-2065 2066-2067 2068-2069 2070-2071 2072-2073 2074-2075 2076-2077 2078-2079 2080-2081 2082-2083 2084-2085 2086-2087 2088-2089 2090-2091 2092-2093 2094-2095 2096-2097 2098-2099 2100-2101 2102-2103 2104-2105 2106-2107 2108-2109 2110-2111 2112-2113 2114-2115 2116-2117 2118-2119 2120-2121 2122-2123 2124-2125 2126-2127 2128-2129 2130-2131 2132-2133 2134-2135 2136-2137 2138-2139 2140-2141 2142-2143 2144-2145 2146-2147 2148-2149 2150-2151 2152-2153 2154-2155 2156-2157 2158-2159 2160-2161 2162-2163 2164-2165 2166-2167 2168-2169 2170-2171 2172-2173 2174-2175 2176-2177 2178-2179 2180-2181 2182-2183 2184-2185 2186-2187 2188-2189 2190-2191 2192-2193 2194-2195 2196-2197 2198-2199 2200-2201 2202-2203 2204-2205 2206-2207 2208-2209 2210-2211 2212-2213 2214-2215 2216-2217 2218-2219 2220-2221 2222-2223 2224-2225 2226-2227 2228-2229 2230-2231 2232-2233 2234-2235 2236-2237 2238-2239 2240-2241 2242-2243 2244-2245 2246-2247 2248-2249 2250-2251 2252-2253 2254-2255 2256-2257 2258-2259 2260-2261 2262-2263 2264-2265 2266-2267 2268-2269 2270-2271 2272-2273 2274-2275 2276-2277 2278-2279 2280-2281 2282-2283 2284-2285 2286-2287 2288-2289 2290-2291 2292-2293 2294-2295 2296-2297 2298-2299 2300-2301 2302-2303 2304-2305 2306-2307 2308-2309 2310-2311 2312-2313 2314-2315 2316-2317 2318-2319 2320-2321 2322-2323 2324-2325 2326-2327 2328-2329 2330-2331 2332-2333 2334-2335 2336-2337 2338-2339 2340-2341 2342-2343 2344-2345 2346-2347 2348-2349 2350-2351 2352-2353 2354-2355 2356-2357 2358-2359 2360-2361 2362-2363 2364-2365 2366-2367 2368-2369 2370-2371 2372-2373 2374-2375 2376-2377 2378-2379 2380-2381 2382-2383 2384-2385 2386-2387 2388-2389 2390-2391 2392-2393 2394-2395 2396-2397 2398-2399 2400-2401 2402-2403 2404-2405 2406-2407 2408-2409 2410-2411 2412-2413 2414-2415 2416-2417 2418-2419 2420-2421 2422-2423 2424-2425 2426-2427 2428-2429 2430-2431 2432-2433 2434-2435 2436-2437 2438-2439 2440-2441 2442-2443 2444-2445 2446-2447 2448-2449 2450-2451 2452-2453 2454-2455 2456-2457 2458-2459 2460-2461 2462-2463 2464-2465 2466-2467 2468-2469 2470-2471 2472-2473 2474-2475 2476-2477 2478-2479 2480-2481 2482-2483 2484-2485 2486-2487 2488-2489 2490-2491 2492-2493 2494-2495 2496-2497 2498-2499 2500-2501 2502-2503 2504-2505 2506-2507 2508-2509 2510-2511 2512-2513 2514-2515 2516-2517 2518-2519 2520-2521 2522-2523 2524-2525 2526-2527 2528-2529 2530-2531 2532-2533 2534-2535 2536-2537 2538-2539 2540-2541 2542-2543 2544-2545 2546-2547 2548-2549 2550-2551 2552-2553 2554-2555 2556-2557 2558-2559 2560-2561 2562-2563 2564-2565 2566-2567 2568-2569 2570-2571 2572-2573 2574-2575 2576-2577 2578-2579 2580-2581 2582-2583 2584-2585 2586-2587 2588-2589 2590-2591 2592-2593 2594-2595 2596-2597 2598-2599 2600-2601 2602-2603 2604-2605 2606-2607 2608-2609 2610-2611 2612-2613 2614-2615 2616-2617 2618-2619 2620-2621 2622-2623 2624-2625 2626-2627 2628-2629 2630-2631 2632-2633 2634-2635 2636-2637 2638-2639 2640-2641 2642-2643 2644-2645 2646-2647 2648-2649 2650-2651 2652-2653 2654-2655 2656-2657 2658-2659 2660-2661 2662-2663 2664-2665 2666-2667 2668-2669 2670-2671 2672-2673 2674-2675 2676-2677 2678-2679 2680-2681 2682-2683 2684-2685 2686-2687 2688-2689 2690-2691 2692-2693 2694-2695 2696-2697 2698-2699 2700-2701 2702-2703 2704-2705 2706-2707 2708-2709 2710-2711 2712-2713 2714-2715 2716-2717 2718-2719 2720-2721 2722-2723 2724-2725 2726-2727 2728-2729 2730-2731 2732-2733 2734-2735 2736-2737 2738-2739 2740-2741 2742-2743 2744-2745 2746-2747 2748-2749 2750-2751 2752-2753 2754-2755 2756-2757 2758-2759 2760-2761 2762-2763 2764-2765 2766-2767 2768-2769 2770-2771 2772-2773 2774-2775 2776-2777 2778-2779 2780-2781 2782-2783 2784-2785 2786-2787 2788-2789 2790-2791 2792-2793 2794-2795 2796-2797 2798-2799 2800-2801 2802-2803 2804-2805 2806-2807 2808

CORR PROJECTS\POUNDVILLE LV @ ANGRIMM\CARSON\CORR-INDY\ILGRINCS-

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**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
6054 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX. 78681
PH. (512) 236-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 1003591-00

PAGE 3 of 3

COARR PROJECTS ROUNDVILLE LN @ ANGRIVES CARR-SOVI CORR-SPD W/ GRWMS - POLIDURITY CAN

Roundville Ln

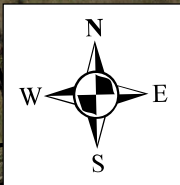


Roundville Ln

ROW not in City Limit
0.173 ac (approx)

Round Rock City Limit

SAW
Grimes Blvd



Louis Henna Blvd

Roundville Ln

SAW Grimes Blvd

Glen Ellyn Area

Schultz Ln





City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider public testimony regarding, and an ordinance amending Chapter 32, Sections 32-22 and 32-23, Code of Ordinances (2010 Edition), regarding residential refuse and commercial refuse. (First Reading)
(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Brad Wiseman, Planning and Development Services Department Director

Cost: \$0.00

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2016-3539

This item establishes allowable times for how long trash and recycling carts may be at the street for collection and designates where they must be stored when not set out. The genesis of this ordinance stems from a staff review of current ordinance requirements after receiving complaints regarding trash receptacles. Currently, the City does not have any limitation on how long trash receptacles may remain in the public ROW, making it legal for a homeowner or tenant to permanently leave their cart at curb. Some residents have grown concerned about the negative impact this has on neighborhood quality as well as their home value. Staff concurs with these concerns and believes there should be some corrective measure within the code of ordinances to address this issue.

The proposed amendment to the trash and recycling ordinance provides a 60-hour window during which residential receptacles may be at the street: from 7:00 am the day before collection to 7:00 pm the day after collection. Receptacles used by commercial properties have a smaller window, from 5:00 pm the day before collection to 7:00 am the day after. The ordinance also states that residential trash and recycling receptacles shall be stored behind the front building wall of the home when not set out for collection. They may still be in view from the street, such as beside the house, but this will prevent them from becoming a visual focal point.

Code Enforcement will be responsible for the day-to-day enforcement of the new regulations and will use them to require the notable and habitual violators to rectify the

situation. As staff does with other public nuisances such as debris, we will work with the homeowner to find a solution before any legal action is necessary. Taking a homeowner to court over these issues is a last-resort method of seeking compliance that the officers proactively try to avoid.

Staff recommends approval.

ORDINANCE NO. O-2016-3539

AN ORDINANCE AMENDING CHAPTER 32, SECTIONS 32-22 AND 32-23, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING RESIDENTIAL REFUSE AND COMMERCIAL REFUSE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 32, Section 32-22, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 32-22. - Residential refuse.

(a) *Container requirements.* The city or its contractor will provide every person owning, managing, operating, leasing or renting any residential premises, a refuse container. When, in the discretion of the city manager or his designee, the refuse container is no longer serviceable, it shall be replaced. In cases of abuse or neglect, the customer will be charged a replacement fee equal to the cost of the refuse container.

(1) Refuse containers shall be kept clean and free from accumulations of any substance remaining attached to the inside of containers which would attract or promote the breeding of mosquitoes or other insects.

(2) ~~Trash~~Excess refuse may be stored in sturdy securely fastened plastic bags directly adjacent to the provided refuse container.

(b) *Manner of disposal.* It shall be the duty of every person owning, occupying, managing, operating, leasing or renting any premises to place the daily accumulations of refuse in the refuse container described in subsection (a) herein. It shall be the duty of every person placing garbage or trash in refuse containers to eliminate as far as possible all water and liquid from such refuse. Refuse shall be placed in containers in such a way that no container or refuse which is to be loaded manually shall weigh more than 80 pounds.

(c) *Collection by city.* The city or its contractor will collect refuse from residential customers once weekly and it shall be the duty of any person owning, occupying, managing, operating, leasing or renting any residential premises to place the refuse containers at the curb on the street prior to 7:00 a.m. on the day established for collection, but no earlier than 7:00 a.m. the day prior to the established collection day. Refuse containers shall be removed no later than 7:00 p.m. on

1 the day after the collection day. Ordinary accumulations of rubbish such as tree limbs, paper
2 boxes, and scrap lumber, which cannot conveniently be placed in the refuse containers as
3 described herein, shall be tied or stacked in compact bundles; provided, however, that tree
4 limbs shall be cut into lengths not exceeding three feet and shall not exceed six inches in
5 diameter. Leaves and grass clippings shall be placed in containers or plastic bags.

6
7 (c) Storage of containers. Refuse containers shall be stored behind the front building wall of the
8 residential structure when not placed out for collection.

9
10 (d) Recycling containers. The requirements set forth in Section 32-22 (a), (b), and (c) pertaining
11 to refuse containers shall also apply to recycling containers.

12 II.

13
14 That Chapter 32, Section 32-23, Code of Ordinances (2010 Edition), City of
15 Round Rock, Texas, is hereby amended to read as follows:

16 **Sec. 32-23. - Commercial refuse.**

17
18 (a) *Containers.* For nonresidential customers, either the customer or its refuse collection
19 contractor shall provide containers suitable for dumping by mechanical means. Containers will
20 be placed on private premises at locations agreed between the owner or occupant and the
21 commercial refuse collection contractor; provided, however, no such container shall be placed:
22 1) within 15 feet of the boundary of any abutting property with a SF (Single-family) or TF (Two-
23 family) zoning designation; or 2) in any front, rear or side yard abutting to a street. The city will
24 not be responsible for damages to paved surfaces on private property caused by commercial
25 refuse collection trucks. Sufficient containers will be placed to accommodate the refuse from
26 each business. Adjacent small businesses may share containers.

27
28 (b) *Manner of disposal.* All refuse from business and commercial establishments shall be placed in
29 the containers. No refuse shall be left outside the containers. All garbage shall be drained
30 before placing in containers. All packing boxes larger than two cubic feet must be flattened
31 before placing in containers. No manure, building materials, rocks, dirt or dead animals shall
32 be placed in the containers.

33
34 (c) Collection. Refuse containers shall not be placed out for collection earlier than 5:00 p.m. on
35 the day prior to the established collection day and shall be moved from the collection site no
36 later than 7:00 a.m. the day after the collection day.

37
38 (d) Recycling containers. The requirements in Section 32-23(a), (b) and (c) pertaining to refuse
39 containers shall also apply to recycling containers.

1
2 **III.**
3

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

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

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

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

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

18 _____
19 ALAN MCGRAW, Mayor
20 City of Round Rock, Texas
21

22
23 ATTEST:

24
25 _____
26 SARA L. WHITE, City Clerk
27



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider public testimony regarding, and an ordinance amending Chapter 46, Sections 46-134 -138, Code of Ordinances (2010 Edition), regarding fence requirements and maintenance. (First Reading)(Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Brad Wiseman, Planning and Development Services Department Director

Cost: \$0.00

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2016-3573

This item creates requirements for the maintenance and repair of residential fences. Like the trash and recycling container amendment, the genesis of this ordinance stems from a staff review of current ordinance requirements after receiving complaints regarding dilapidated fences that have been in a state of disrepair for years. Currently, the City does not have any requirement for a homeowner to repair or remove such fences, making it legal for a homeowner or tenant to leave them in a poor state or patch them with materials unsuitable for fencing. Some residents have grown concerned about the negative impact this has on neighborhood quality as well as their home value. Staff concurs with these concerns and believes there should be some corrective measure within the code of ordinances to address this issue.

The fence ordinance creates several quantifiable standards and some plain observable standards to determine when a violation occurs, and describes which fences are subject to the regulations. This ordinance will not regulate shared backyard or sideyard fences; it only applies to fences that face streets and certain public facilities. Some regulations include: fences greater than 4 feet in height may not lean more than one foot from the vertical as measured at the top of the fence; fences 4 feet or shorter may not lean more than 6 inches from the vertical; missing components shall be replaced; broken, loose, or rotted components totaling greater than 20 square feet in area over any 50-foot linear section of fence shall be repaired; painted fences shall not peel or rust; and a 60-day window to repair or remove the fence from the time the first legal notice of violation is sent.

Code Enforcement will be responsible for the day-to-day enforcement of the new regulations and will use them to require the notable and habitual violators to rectify the situation. As staff does with other public nuisances such as debris, we will work with the homeowner to find a solution before any legal action is necessary. Taking a homeowner to court over these issues is a last-resort method of seeking compliance that the officers proactively try to avoid.

The Planning and Zoning Commission unanimously recommended approval of the fence maintenance ordinance at their meeting on June 1.

Staff recommends approval.

ORDINANCE NO. O-2016-3573

AN ORDINANCE AMENDING CHAPTER 46, SECTION 46-134, SECTION 46-135, SECTION 46-136, SECTION 46-137 AND SECTION 46-138, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING FENCE REQUIREMENTS AND MAINTENANCE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 46, Section 46-134(c), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 46-134. – SF-R (Single-family-rural lot) district.

(c) *Density and development standards.* All development within the SF-R (Single-family-rural) district shall conform to the density and development standards described in this subsection.

(7) Fence Requirements and Maintenance.

a. These regulations shall apply only to fences that:

- 1) face a public street, a public park, a public recreation facility, a school, a library, or a government office; or
- 2) are adjacent to a public drainage facility and are visible from a public street.

b. Fences are not required in the SF-R district. However, the owners of fences subject to this section shall maintain fences in a safe condition and in good repair, with all components free from deterioration, dilapidation, rot, rust, loosening, or leaning. Fences shall be able to withstand the wind load for which they were designed. In addition, the following regulations shall apply:

- 1) A fence shall not be out of vertical alignment more than one (1) foot from the vertical measured at the top of the fence, with the exception of fencing measuring four (4) feet or less in height, which vertical alignment shall not be more than six (6) inches from the vertical measured at the top of the fence.
- 2) A fence shall not have any broken, loose, damaged or rotted components having a combined total area of twenty (20) square feet or more, said area being calculated over any 50 contiguous linear foot section of fence.
- 3) A fence shall not have any missing posts, panels, or pickets.

4) Painted fence components shall be regularly maintained to prevent rusting, peeling, or blistering surfaces.

5) If the city determines a fence is unsafe, dilapidated or a public nuisance, or otherwise in violation of this chapter, it shall be repaired, replaced or demolished within 60 days from the first notification of non-compliance. Repairs shall be made with materials comparable in composition, color, size, shape and quality to the original fence. Products not intended to be used as fencing are prohibited from being used in the repair of a fence.

II.

That Chapter 46, Section 46-135(c), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 46-135. – SF-1 (Single-family-large lot) district.

(c) *Density and development standards.* All development within the SF-1 (Single-family-large lot) district shall conform to the density, development and special standards described below.

(7) Fence Requirements and Maintenance.

a. These regulations shall apply only to fences that:

- 1) face a public street, a public park, a public recreation facility, a school, a library, or a government office; or
- 2) are adjacent to a public drainage facility and are visible from a public street.

b. Fences are not required in the SF-1 district. However, the owners of fences subject to this section shall maintain fences in a safe condition and in good repair, with all components free from deterioration, dilapidation, rot, rust, loosening, or leaning. Fences shall be able to withstand the wind load for which they were designed. In addition, the following regulations shall apply:

- 1) A fence shall not be out of vertical alignment more than one (1) foot from the vertical measured at the top of the fence, with the exception of fencing measuring four (4) feet or less in height, which vertical alignment shall not be more than six (6) inches from the vertical measured at the top of the fence.
- 2) A fence shall not have any broken, loose, damaged or rotted components having a combined total area of twenty (20) square feet or more, said area being calculated over any 50 contiguous linear foot section of fence.
- 3) A fence shall not have any missing posts, panels, or pickets.
- 4) Painted fence components shall be regularly maintained to prevent rusting, peeling, or blistering surfaces.
- 5) If the city determines a fence is unsafe, dilapidated or a public nuisance, or otherwise in violation of this chapter, it shall be repaired, replaced or demolished within 60 days from the first notification of non-compliance. Repairs shall be made with materials comparable in composition, color, size, shape and quality to the original fence.

Products not intended to be used as fencing are prohibited from being used in the repair of a fence.

III.

That Chapter 46, Section 46-136(c), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 46-136. – SF-2 (Single-family-standard lot) district.

- (c) *Density and development standards.* All development within the SF-2 (Single-family-standard lot) district shall conform to the density, development, and special standards described below.

(14) Fence Requirements and Maintenance.

a. These regulations shall apply only to fences that:

- 1) face a public street, a public park, a public recreation facility, a school, a library, or a government office; or
- 2) are adjacent to a public drainage facility and are visible from a public street.

b. Fences are not required in the SF-2 district. However, the owners of fences subject to this section shall maintain fences in a safe condition and in good repair, with all components free from deterioration, dilapidation, rot, rust, loosening, or leaning. Fences shall be able to withstand the wind load for which they were designed. In addition, the following regulations shall apply:

- 1) A fence shall not be out of vertical alignment more than one (1) foot from the vertical measured at the top of the fence, with the exception of fencing measuring four (4) feet or less in height, which vertical alignment shall not be more than six (6) inches from the vertical measured at the top of the fence.
- 2) A fence shall not have any broken, loose, damaged or rotted components having a combined total area of twenty (20) square feet or more, said area being calculated over any 50 contiguous linear foot section of fence.
- 3) A fence shall not have any missing posts, panels, or pickets.
- 4) Painted fence components shall be regularly maintained to prevent rusting, peeling, or blistering surfaces.
- 5) If the city determines a fence is unsafe, dilapidated or a public nuisance, or otherwise in violation of this chapter, it shall be repaired, replaced or demolished within 60 days from the first notification of non-compliance. Repairs shall be made with materials comparable in composition, color, size, shape and quality to the original fence. Products not intended to be used as fencing are prohibited from being used in the repair of a fence.

1 IV.

2 That Chapter 46, Section 46-137(d), Code of Ordinances (2010 Edition), City of
3 Round Rock, Texas, is hereby amended to read as follows:

4 **Sec. 46-137. – MH (Manufactured Housing) district.**

- 5
6 (d) *Density and development standards.* All development within the MH (Manufactured Housing)
7 district shall conform to the density, development and special standards described in this
8 subsection.

9
10 (9) Fence Requirements and Maintenance.

11
12 a. These regulations shall apply only to fences that:

- 13
14 1) face a public street, a public park, a public recreation facility, a school, a library,
15 or a government office; or
16
17 2) are adjacent to a public drainage facility and are visible from a public street.

18
19 b. Fences are not required in the MH district. However, the owners of fences subject to this
20 section shall maintain fences in a safe condition and in good repair, with all components free
21 from deterioration, dilapidation, rot, rust, loosening, or leaning. Fences shall be able to
22 withstand the wind load for which they were designed. In addition, the following regulations
23 shall apply:

- 24
25 1) A fence shall not be out of vertical alignment more than one (1) foot from the
26 vertical measured at the top of the fence, with the exception of fencing measuring four (4)
27 feet or less in height, which vertical alignment shall not be more than six (6) inches from
28 the vertical measured at the top of the fence.
29
30 2) A fence shall not have any broken, loose, damaged or rotted components having
31 a combined total area of twenty (20) square feet or more, said area being calculated over
32 any 50 contiguous linear foot section of fence.
33
34 3) A fence shall not have any missing posts, panels, or pickets.
35
36 4) Painted fence components shall be regularly maintained to prevent rusting,
37 peeling, or blistering surfaces.
38
39 5) If the city determines a fence is unsafe, dilapidated or a public nuisance, or
40 otherwise in violation of this chapter, it shall be repaired, replaced or demolished within
41 60 days from the first notification of non-compliance. Repairs shall be made with
42 materials comparable in composition, color, size, shape and quality to the original fence.
43 Products not intended to be used as fencing are prohibited from being used in the repair
44 of a fence.

45
46 V.

47 That Chapter 46, Section 46-138(c), Code of Ordinances (2010 Edition), City of
48 Round Rock, Texas, is hereby amended to read as follows:

1 **Sec. 46-138. – TF (Two-family) district.**
2

- 3 (c) *Density and development standards.* All development within the TF district shall conform to the
4 density, development and special standards described in this subsection.
5

6 (7) Fence Requirements and Maintenance.
7

8 a. These regulations shall apply only to fences that:
9

10 1) face a public street, a public park, a public recreation facility, a school, a library,
11 or a government office; or
12

13 2) are adjacent to a public drainage facility and are visible from a public street.
14

15 b. Fences are not required in the TF district. However, the owners of fences subject to this
16 section shall maintain fences in a safe condition and in good repair, with all components free
17 from deterioration, dilapidation, rot, rust, loosening, or leaning. Fences shall be able to
18 withstand the wind load for which they were designed. In addition, the following regulations
19 shall apply:
20

21 1) A fence shall not be out of vertical alignment more than one (1) foot from the
22 vertical measured at the top of the fence, with the exception of fencing measuring four (4)
23 feet or less in height, which vertical alignment shall not be more than six (6) inches from
24 the vertical measured at the top of the fence.
25

26 2) A fence shall not have any broken, loose, damaged or rotted components having
27 a combined total area of twenty (20) square feet or more, said area being calculated over
28 any 50 contiguous linear foot section of fence.
29

30 3) A fence shall not have any missing posts, panels, or pickets.
31

32 4) Painted fence components shall be regularly maintained to prevent rusting,
33 peeling, or blistering surfaces.
34

35 5) If the city determines a fence is unsafe, dilapidated or a public nuisance, or
36 otherwise in violation of this chapter, it shall be repaired, replaced or demolished within
37 60 days from the first notification of non-compliance. Repairs shall be made with
38 materials comparable in composition, color, size, shape and quality to the original fence.
39 Products not intended to be used as fencing are prohibited from being used in the repair
40 of a fence.
41

42 **VI.**
43

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

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

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

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

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

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider public testimony regarding, and an ordinance amending Chapter 46, Section 46-195, Code of Ordinances (2010 Edition), regarding screening of dumpsters. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Brad Wiseman, Planning and Development Services Department Director

Cost: \$0.00

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2016-3574

This item serves to clarify an existing regulation regarding dumpster screening and bring it in line with the original intent of the landscape code. Technically, a developer has two options when it comes to screening a dumpster: a masonry wall around three sides with an opaque gate on the fourth, or shrubs planted around three sides of the dumpster pad. The intent, which can be discerned by reading the section in its entirety, is to provide both of these features together. The shrubs are meant to be planted around the base of the masonry wall, softening its appearance. The amendment will delete two words from the code to clarify this requirement.

The Planning and Zoning Commission unanimously recommended approval of this amendment at their meeting on June 1.

Staff recommends approval.

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

That Chapter 46, Section 46-195(i)(3), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

(i) *Screening.*

- 11.

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

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

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

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

11 _____
12 ALAN MCGRAW, Mayor
13 City of Round Rock, Texas
14

15
16 ATTEST:

17
18 _____
19 SARA L. WHITE, City Clerk
20



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider the appointment of a Mayor Pro-Tem.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2016-3531



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider confirming the City Manager's appointment of one (1) member to the Civil Service Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director:

Cost:

Indexes:

Attachments: City Manager Appointment

Department:

Text of Legislative File 2016-3596



Mayor
Alan McGraw

Mayor Pro-Tem
George White

Councilmembers
Craig Morgan
Frank Leffingwell
Will Peckham
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

June 17, 2015

Mayor Alan McGraw
Councilmember Craig Morgan
Councilmember Rene Flores
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield

Dear Mayor and Council:

In accordance with Section 143.006 of the Texas Local Government Code, I have re-appointed Jeff Seiler to fill a three-year term on the Civil Service Commission, which expires June 2019.

Mr. Seiler meets the criteria of Section 143.006: good moral character, U.S. citizen, resident for more than 3 years, over 25 years old and has not held public office in the last 3 years.

Sincerely,

Laurie Hadley
City Manager



City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider the appointment of a Municipal Judge and Associate Municipal Judge to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2016-3590



City of Round Rock

Agenda Item Summary

Agenda Number: I.4

Title: Consider five (5) appointments to the Planning and Zoning Commission to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2016-3587



City of Round Rock

Agenda Item Summary

Agenda Number: I.5

Title: Consider three (3) appointments to the Historic Preservation Commission to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2016-3586



City of Round Rock

Agenda Item Summary

Agenda Number: I.6

Title: Consider five (5) appointments to the Zoning Board of Adjustment to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2016-3588



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.072, Government Code, to deliberate the purchase of and/or value of the leasehold interest of the Chamber of Commerce building at 212 E Main Street.

Type: Executive Session

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2016-3595



City of Round Rock

Agenda Item Summary

Agenda Number: K.2

Title: Consider Executive Session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding a matter where the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Government Code.

Type: Executive Session

Governing Body: City Council

Agenda Date: 6/23/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2016-3603