



City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
George White, Mayor Pro-Tem, Place 2
Craig Morgan, Place 1
Frank Leffingwell, Place 3
Will Peckham, Place 4
John Moman, Place 5
Kris Whitfield, Place 6

Thursday, May 14, 2015

7:00 PM

City Council Chambers, 221 East Main St.

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. APPROVAL OF MINUTES:

- E.1 [2015-2349](#) [Consider approval of the minutes for the April 23, 2015 City Council meeting.](#)

F. ORDINANCES:

- F.1 [2015-2470](#) [Consider an ordinance amending Chapter 20, Section 20-1 and Chapter 26, Section 26-22, Code of Ordinances \(2010 Edition\), repealing Library and Parks and Recreation nonresident fees. \(First Reading\)*](#)
- F.2 [2015-2423](#) [Consider an ordinance amending Chapter 44, Article VII, Code of Ordinances \(2010 Edition\), regarding Cross Connection Control and Prevention. \(Second Reading\)](#)
- F.3 [2015-2454](#) [Consider an ordinance granting a franchise to Central Waste and Recycling to engage in the collection of non-residential refuse. \(First Reading\)\(Requires Two Readings\)](#)

- F.4 [2015-2399](#) [Consider public testimony regarding and an ordinance approving Amendment No. 7 to the Planned Unit Development \(PUD\) No. 4 zoning district for 2.36 acres located southeast of the intersection of Forest Creek Drive and Red Bud Lane. \(First Reading\)*](#)

G. RESOLUTIONS:

- G.1 [2015-2289](#) [Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Cressman Enterprises LP for an approximate 8.505 acres located along East Palm Valley Blvd.](#)
- G.2 [2015-2480](#) [Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances \(2010 Edition\) related to Chapter 20, Library fees and Chapter 26 Parks and Recreation nonresident fees.](#)
- G.3 [2015-2455](#) [Consider a resolution authorizing the Mayor to execute a contract with Prota, Inc. for the Reuse Water Transmission Main - Phase VI Project.](#)
- G.4 [2015-2462](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Halff Associates, Inc. for the RM 620 Safety Improvements Project - Design Phase.](#)
- G.5 [2015-2469](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Waeltz & Prete, Inc. for the Red Bud Lane\(North\) - Right Turn Lane at Hwy 79 Project.](#)

H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

I. ADJOURNMENT

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on this 8th day of May 2015 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the April 23, 2015 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/14/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 042315 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2015-2349



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, April 23, 2015

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

The Round Rock City Council met in regular session on Thursday, April 23, 2015 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:02 pm.

ROLL CALL

Present: 7 - Mayor Alan McGraw
Mayor Pro-Tem George White
Councilmember Craig Morgan
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember John Moman
Councilmember Kris Whitfield

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Pamela Oldham, 2928 Clinton Place, spoke to the City Council regarding the Round Rock Police Department.

Efrain Davila, Indian Camp, spoke to the City Council regarding the Round Rock Police Department.

PROCLAMATIONS:

- E.1** [2015-2427](#) Consider proclaiming April as "Fair Housing Month" in the City of Round Rock.
- Mayor McGraw read the proclamation and presented it to Liz Alvarado with the City's CDBG program.*
- E.2** [2015-2425](#) Consider proclaiming April 25, 2015 as "Arbor Day" in the City of Round Rock.
- Mayor McGraw read the proclamation and presented it to Emsud Horosovic with the City's Forestry Department.*

- E.3** [2015-2345](#) Consider proclaiming May 10-16, 2015 as "Round Rock Police Week" and May 15, 2015 as "Peace Officers Memorial Day" in the City of Round Rock.

Mayor McGraw read the proclamation and presented to Chief Allen Banks and members of the Round Rock Police Department.

CONSENT AGENDA:

A motion was made by Councilmember Kris Whitfield, seconded by Councilmember Will Peckham to approve consent agenda items F1-F3. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Moman
 Councilmember Whitfield

Nay: 0

Absent: 0

- F.1** [2015-2348](#) Consider approval of the minutes for the April 9, 2015 City Council meeting.
The minutes were approved under the Consent Agenda.
- F.2** [2015-2374](#) Consider an ordinance amending Chapter 42, Section 42-128, Code of Ordinances (2010 Edition), by amending a school speed zone on a portion of Wyoming Springs Drive. (Second Reading)
This ordinance was approved under the Consent Agenda.
- F.3** [2015-2383](#) Consider an ordinance amending Chapter 44, Article VIII, Code of Ordinances (2010 Edition), regarding Drought Contingency and Peak Day Water Use Management. (Second Reading)
This ordinance was approved under the Consent Agenda.

ORDINANCES:

Item F4. was removed from the consent agenda and considered separately.

F.4 [2015-2384](#)

Consider an ordinance amending Chapter 44, Sections 44-32 and 44-34, Code of Ordinances (2010 Edition), regarding water and sewer service rates for wholesale customers. (Second Reading)

Michael Thane, Utilities and Environmental Services Director made the staff request to pull this item until the May 14th agenda.

No action taken on this item.

RESOLUTIONS:**H.1** [2015-2421](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in Authorizing the Issuance of Senior Lien Sales Tax Revenue Refunding Bonds, Series 2015; Approving Documents Related to the Sale of the Bonds and Other Matters Related Thereto.

Susan Morgan, CFO and Garry Kimball with Specialized Public Finance made the presentation to the Council.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Moman
 Councilmember Whitfield

Nay: 0

Absent: 0

H.2 [2015-2426](#)

Consider a resolution authorizing the Mayor to execute an Engagement Letter with Brockway, Gersbach, Franklin & Niemeier, P.C. for the 2015 financial and compliance audit.

Susan Morgan, CFO made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

H.3 [2015-2397](#)

Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of a new Fire Station at Lisa Rae Drive.

Chad McDowell, General Services Director made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

H.4 [2015-2398](#)

Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the City Hall Third Floor Remodel Project.

Chad McDowell, General Services Director made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

H.5 [2015-2409](#)

Consider a resolution determining that CHASCO Constructors, Ltd., LLP provides the best value for the City for the Rock 'N River Family Aquatic Center Expansion Project, and authorizing the Mayor to execute a Standard Form of Agreement and a Post-Proposal Negotiated Amendment.

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

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

ORDINANCES:**I.1** [2015-2423](#)

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

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

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

APPOINTMENTS:**J.1** [2015-2445](#)

Consider the appointment of Lorie Lankford as the Round Rock representative to the Williamson County Regional Animal Shelter Board of Directors.

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Morgan, Councilmember Morgan, to appoint Lorie Lankford as the Round Rock representative to the Williamson County Regional Animal Shelter Board of Directors. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Moman
 Councilmember Whitfield

Nay: 0

Absent: 0

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

There being no further business, Mayor McGraw adjourned the meeting at 8:07 pm.

Respectfully Submitted,

*Sara L. White
City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider an ordinance amending Chapter 20, Section 20-1 and Chapter 26, Section 26-22, Code of Ordinances (2010 Edition), repealing Library and Parks and Recreation nonresident fees. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/14/2015

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Ordinance

Department: City Manager's Office

Text of Legislative File 2015-2470

This ordinance repeals all nonresident fees with regards to the Library and Parks and Recreation. The concept of eliminating nonresident fees for Parks and Recreation activities and Library cards was discussed and favorably received at the Council's most recent retreat in February.

In an effort to deliver a better experience to all of those that attend Parks and Recreation activities and obtain Library cards, staff feels eliminating the nonresident fees would be a good idea. Checking residency is time consuming for staff and often times confusing for patrons. Discussions of resident can back up lines when entering pools like the Rock'N River and hold up the line at the Library for residents and nonresidents alike.

The lost money, while not insignificant, represents only .17% of general fund revenues. Current preliminary budget preparations have taken this revenue estimate reduction into account.

Staff recommends approval.

ORDINANCE NO. O-2015-2470

AN ORDINANCE AMENDING CHAPTER 20, SECTION 20-1 AND CHAPTER 26, SECTION 26-22, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING REPEALING LIBRARY AND PARK AND RECREATION NONRESIDENT FEES; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

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

I.

That Chapter 20, Section 20-1, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by amending (b) to read as follows:

Sec. 20-1. - Library cards and fees.

- (a) *Card required.* No person shall be allowed to check out any library book unless that person has been issued a valid library card.
- (b) ~~No library card fee required. (1) — No person shall be charged a fee for a library card fee shall be charged to a resident of the city or to a non-resident who owns real property within the city according to the records maintained by the city tax office, provided that the non-resident also has no delinquent property taxes due at the time the card is issued.~~
- ~~(2) — No library card fee shall be charged to a non-resident full-time employee of the city.~~
- ~~(3) — TexShare cardholders. No library card fee shall be charged for participants in the TexShare Card Program, established under V.T.C.A., Government Code ch. 441, Libraries and Archives, subchapter M. Texshare Library Consortium (V.T.C.A., Government Code § 441.221 et seq.).~~
- ~~(4) — Nonresident library cards. Any person who lives outside of the corporate limits of the city and who is not otherwise covered by subsections (b)(1) through (3), (5), or (6) of this section may obtain a nonresident library card for a fee as currently established or as hereafter adopted by resolution of the city council from time to time. All nonresident cards issued pursuant to this section shall allow the holder to make use of the complete range of library services while valid.~~
- ~~(5) — The library card fee shall be waived for persons who reside within the Round Rock Independent School District (RRISD) and meet the requirements for the National School Lunch Program, as set out in title 7 of the Code of Federal Regulations, part 210.~~
- ~~(6) — Temporary library cards during summer months.~~
- ~~a. — This subsection applies only to children aged five through 18 years who live outside of the corporate city limits of the city but within the Round Rock Independent School District and who attend school in the Round Rock Independent School District.~~
- ~~b. — Persons covered by this subsection are eligible to obtain a temporary library card free of charge for use from May 15 through August 15 of each year.~~

1 ~~c. The holder of a library card issued pursuant to this subsection shall be entitled to make use~~
2 ~~of such library services as are defined in writing by library staff, from May 15 through~~
3 ~~August 15 of each year.~~

4
5 **II.**

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7 That Chapter 26, Section 26-22, Code of Ordinances (2010 Edition), City of
8 Round Rock, Texas, is hereby amended by repealing (b) to read as follows:

9 **Sec. 26-22. - Recreation programs.**

10 (a) The fees charged for recreation classes, special events, and sports leagues shall be set by the parks
11 and recreation director subject to the approval of the city manager.

12 ~~_(b) Nonresidents shall pay an additional fee per class, or sports leagues, which shall be set by the parks~~
13 ~~and recreation director subject to the approval of the city manager.~~

14
15 **III.**

16
17 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
18 expressly repealed.

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

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

1 **READ** and **APPROVED** on first reading this the _____ day of

2 _____, 2015.

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

5
6 ALAN MCGRAW, Mayor
7 City of Round Rock, Texas

9 ATTEST:
10
11 _____
12 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

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

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/14/2015

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

Cost:

Indexes:

Attachments: Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2015-2423

Over the past year, the Utilities & Environmental Services Department has been changing how the City manages the Backflow Prevention Program. This program is necessary in order to protect the possibility of contaminants from entering into the water distribution system when there is a loss of pressure. Devices that are considered high-hazard, which are mostly found in restaurants or hospitals, are required by the Texas Commission on Environmental Quality (TCEQ) to be tested annually. Devices that are considered low-hazard, which are mostly irrigation system devices, are currently required to be tested every 10 years; however, the City would like to change that timeframe to once every seven years. Low-hazard devices are not required to be tested by the TCEQ, but are required by local ordinance.

The City has recently contracted with Backflow Solutions, Inc. (BSI) to assist the City in managing this large time-consuming program. As part of this amendment, we are adding language that clarifies how the City will handle situations when the property owner fails to complete the testing requirement of their device. After three notifications (two letters from BSI and the third notice from the City), the City will proceed with testing the device and adding the cost onto the customer's water bill.

Staff recommends approval to these amendments to the City's Backflow Prevention ordinance.

Staff recommends approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director means Director of Utilities and Environmental Services, or his designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

6 ~~*Regulatory authority means the director of the city, or his designee, who is vested with the authority*~~
7 ~~*and responsibility to administer this article.*~~

8 ~~*Representative of the water system means the director of the city, or his designee, who is vested*~~
9 ~~*with the authority to perform cross connection control duties which shall include, but are not limited to,*~~
10 ~~*cross connection inspections and water use surveys.*~~

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

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

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

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

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

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

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

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

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

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

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

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

- (5) A property owner shall, at the request of the city and at the owner's expense, relocate an assembly that encroaches upon any city right-of-way when such relocation is deemed necessary by the city.
- (6) A person commits an offense if he fails to relocate an assembly located in or upon any city right-of-way after receiving a written order from the ~~regulatory authority~~Director requesting such relocation.

Sec. 44-176. Multiple connections.

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

Sec. 44-177. Protection required; installation.

- (a) The assembly protection which is required under this article shall be any of the duly authorized assemblies listed in the Uniform Plumbing Code, or as determined by the ~~regulatory authority~~Director. Each assembly must be approved in writing by the ~~regulatory authority~~Director in conjunction with the chief building inspector of the city prior to installation. Failure to obtain such written approval prior to installation of the assembly may result in the assembly failing to meet final approval by the ~~regulatory authority~~Director. The ~~regulatory authority~~Director shall determine the type and location of assembly to be installed within the area served by the city. An assembly shall be required in each of the following circumstances, but the ~~regulatory authority~~Director is not limited to requiring the installation of an assembly only in the following circumstances:
- (1) The nature and extent of any activity on or near the premises, or the materials used in connection with any activity on or near the premises, or materials stored on or near the premises, may contaminate or pollute the potable water supply.
 - (2) Premises having any one or more cross connections identified or one or more cross connections present on the premises.
 - (3) One or more cross connections are present on the premises and the cross connections are protected by an atmospheric vacuum breaker device (AVB).
 - (4) Internal cross connections are present that are not correctable.
 - (5) Intricate plumbing arrangements are present which make it impractical to ascertain whether cross connections exist.
 - (6) There is a repeated history of cross connections being established or re-established on the premises.
 - (7) There is unduly restricted entry so that inspections for cross connections cannot be made with sufficient frequency to assure that cross connections do not exist.
 - (8) Materials are being used on the premises such that, if backflow should occur, a health hazard may result.
 - (9) Installation of an approved backflow prevention assembly is deemed to be necessary to accomplish the purpose of these regulations in the sole judgment of the city.
 - (10) An appropriate cross connection survey report form has not been filed with the utility department of the city after a request by the city.
 - (11) A fire sprinkler system on the premises is connected to the city's water system.

- (12) All new construction, if deemed necessary as a result of the customer service inspection referred to in section 44-182. The type of assembly required shall be commensurate with the degree of hazard as determined by the ~~regulatory authority~~Director.
- (13) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly must be installed at the service connection that supplies water for public domestic use.
- (14) Any used water return system is present on the premises.
- (15) In the event a point-of-use assembly has not had the testing or repair done as required by this section, a premises isolation assembly will be required.
- (16) If it is determined that additions or alterations have been made to the plumbing system without obtaining proper permits, premises isolation may be required.
- (17) All multistory buildings or any building with a booster pump or elevated storage tank.
- (18) Retrofitting will be required on all high hazard connections, and in additional circumstances in which the city deems it necessary to retrofit.
- (b) All assemblies installed after the effective date of the ordinance from which this article is derived shall be installed in a manner designed to facilitate ease of inspection by the ~~regulatory authority~~Director of the city. Any currently installed assemblies that, in the opinion of the ~~regulatory authority~~Director, are located in inaccessible locations, or where the tester is subjected to physical danger, shall be relocated to location approved in writing by the ~~regulatory authority~~Director.

Sec. 44-178. Testing of assemblies.

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

1 shall issue a notice to abate the condition or order the commercial establishment to install the proper
2 assembly.

3 (f) It is the responsibility of any person who owns or controls property subject to this article to have all
4 assemblies tested in accordance with this article. Assemblies may be required to be tested more
5 frequently if the ~~regulatory authority~~Director deems it necessary.

6 (g) All results from assembly testing, repairs and replacements by a licensed backflow prevention
7 assembly tester shall be submitted to the third party vendor recorded, in writing, on a form that may
8 ~~be obtained by the tester from the city.~~

9 **Sec. 44-179. Thermal expansion.**

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

13 **Sec. 44-180. Pressure loss.**

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

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

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

21 **Sec. 44-182. Customer service inspection.**

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

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

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

31 **Sec. 44-183. Installation guidelines and requirements for backflow prevention** 32 **assemblies.**

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

- 34 (1) Approved backflow prevention assemblies shall be installed in accordance with state law,
35 commission rules, this article, and any other applicable law or regulation. The assembly installer
36 must obtain the required plumbing permits and have the installation inspected by the ~~regulatory~~
37 ~~authority~~Director.

- (2) With respect to facilities where the ~~regulatory authority~~Director requires an assembly to be installed at the point of delivery of the water supply, the installation of the assembly must be made at a point prior to any branch in the line. Such installation must be made on private property within two feet of the water meter. If deemed necessary, the ~~regulatory authority~~Director may specify other areas for installation of the assembly. Assemblies that must be installed, or are located on, city rights-of-way are the responsibility of the business or entity that the water line is serving.
- (3) All assemblies must be protected from damage caused by freezing or other severe weather conditions.
- (4) All assemblies shall be of a type and model approved in writing by the ~~regulatory authority~~Director prior to installation.
- (5) All vertical installations of assemblies must have prior written approval by the ~~regulatory authority~~Director.
- (6) Approved backflow prevention assemblies that are larger than four inches and installed more than five feet above floor level must have a suitable platform for use by testing, inspection, or maintenance personnel.
- (7) Bypass lines are prohibited. Pipe fittings which could be used for connecting a bypass line must not be installed on the premises.
- (8) Lines should be thoroughly flushed prior to installation of an assembly. A strainer with blowout tapping may be required ahead of the assembly.
- (9) All facilities that require continuous, uninterrupted water service and are required to have an assembly must make provisions for the parallel installation of assemblies of the same type so that testing, repair and maintenance can be performed without interrupting the water service to the premises. The assemblies should be sized in such a manner that either assembly, operating independently, will provide the maximum flow required.
- (10) The property owner assumes all responsibility for any damages resulting from installation, operation, and/or maintenance of an assembly. The owner shall be responsible for keeping all assembly vaults reasonably free of silt and debris.
- (11) Upon completion of installation, the ~~regulatory authority~~Director shall be notified by the owner of the premises, and all assemblies must be inspected and tested. All assemblies must be approved in writing by and registered with the ~~regulatory authority~~Director, and the owner of the premises shall provide to the ~~regulatory authority~~Director the date of installation, manufacturer, model, type, size, and serial number of the assembly, and initial test report.
- (12) Requests for variances from the specifications and requirements of this article will be evaluated on a case-by-case basis. Any deviations from this article must have prior written approval of the ~~regulatory authority~~Director.
- (b) Upon written approval by the ~~regulatory authority~~Director, reduced pressure principle backflow prevention assemblies (RPs) may be utilized on premises where a substance is handled that would be hazardous to health if introduced into the potable water system. The RP is normally used in locations where an air gap is impractical. The RP must be effective against both backsiphonage and backpressure.
 - (1) RPs must be sized to provide an adequate supply of water and pressure for the premises being served. Flow characteristics are not standard. The manufacturer's specifications must be consulted for specific performance data.
 - (2) Each RP assembly must be readily accessible for testing and maintenance and must be located in an area where water damage to building or furnishings would not occur in the event of a relief valve discharge. The property owner assumes all responsibility for any damage caused by water discharge from a RP assembly.

- (3) An approved air gap shall be located at the relief valve orifice of RP assemblies. This air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than one inch. An approved air gap funnel assembly may be used to direct minor discharges away from the assembly; however, this assembly may not be used to control flow in a continuous relief situation. Drain lines to accommodate full relief valve discharge flow should be installed.
- (4) No part of an RP assembly shall be submerged in water or installed in a location subject to flooding. RPs must be installed above grade in well-drained areas.
- (5) RP assembly enclosures shall be designed for ready access and sized to allow for the minimum clearances established below. Removable protective enclosures should be installed on smaller RP assemblies. Daylight drain ports must be provided to accommodate full pressure discharge from the RP assembly.
- (6) RP assemblies two inches and smaller shall have at least six inches of clearance on both sides and on top of the assembly, and 12 inches of clearance below and behind the assembly. All RP assemblies larger than two inches shall have a minimum of 12 inches of clearance on the back side, 24 inches of clearance on the test cock side. The relief valve opening shall be at least 12 inches (plus nominal size of assembly) above the floor or highest possible water level. Headroom of 60 inches is required in vaults without a fully removable top. A minimum access opening of 36 inches in diameter is required on all vault lids.
- (7) Vertical installation of RP assemblies is prohibited.
- (8) All RP assemblies must be tested in accordance with this article. Tests are the responsibility of the premises owner. The owner must notify the ~~regulatory authority~~Director upon the installation of any assembly.
- (c) Reduced pressure principle detector backflow prevention assemblies (RPDAs) may be utilized in all installations requiring a reduced pressure principle backflow prevention assembly and detector metering.
- (1) RPDAs shall comply with the installation requirements applicable for reduced pressure principle backflow assemblies (RPs).
- (2) Each line-size RP assembly and the bypass RP assembly must each be tested for proper functioning. A separate test report for each assembly must be completed by the licensed tester.
- (d) Double check valve backflow prevention assemblies (DCs) may be utilized on premises where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system.
- (1) DCs must be sized to provide an adequate supply of water and pressure for the premises being served. The manufacturer's specifications must be consulted for specific performance data.
- (2) Premises where an uninterrupted water supply is critical must be provided with two DC assemblies installed in parallel. DC assemblies should be sized in such a manner that either assembly, operating independently, will provide the maximum flow required.
- (3) Each DC assembly shall be readily accessible with adequate room for testing and maintenance. DCs may be installed below grade, provided that all test cocks are fitted with brass pipe plugs. All vaults shall be well drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.
- (4) DC assemblies two inches and smaller shall have at least six inches of clearance below and on both sides of the assembly, and if located in a vault, the bottom of the assembly shall be not more than 24 inches below grade. All DC assemblies larger than two inches shall have a minimum clearance of 12 inches on the back side, 24 inches of clearance on the test cock side, and 12 inches of clearance below the assembly. Headroom of 60 inches is required in vaults without a fully removable top. A minimum access opening of 36 inches in diameter is required on all vault lids. "Y" pattern DCs shall be installed so that the checks are horizontal and the test

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

33 **Sec. 44-184. Air gap separation.**

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

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

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

Sec. 44-185. Fire systems.

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

Sec. 44-186. Responsibilities.

- (a) All property owners and persons in control of any premises shall comply with the provisions of this article. In the event of any changes to the plumbing system, it is the responsibility of the property owners and persons in control of any premises to notify the ~~regulatory authority~~ Director. All property owners and/or persons in control of any premises are also responsible for the following:
 - (1) Payment of all costs associated with this article and the purchase, installation, maintenance, testing, and repair of the assemblies required by this article.
 - (2) To install and maintain all assemblies in accordance with this article and acceptable industry practices.
 - (3) All commercial establishments shall annually test, or cause to be tested, all assemblies on the premises. Such tests must be conducted by a licensed backflow prevention assembly tester who is registered with the city.
 - (4) Maintain all assemblies in proper working order at all times, including making repairs as required to ensure the proper functioning of the assemblies.
 - (5) Maintain all assemblies such that the assemblies may be tested by a method that has been approved by the ~~regulatory authority~~ Director.
 - (6) Each record related to assembly installation, testing and repair shall be maintained on the premises for a minimum of three years.
 - (7) If not obtained by the licensed backflow prevention assembly tester, apply for and obtain a building permit from the building official of the city prior to commencing any work, including testing of, on any assembly device.
- (b) All licensed backflow prevention assembly testers shall:
 - (1) Annually register with the ~~regulatory authority~~ third party vendor, pay any required fee, and provide the information required by this article.
 - (2) Maintain testing equipment in proper working condition/calibration.

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

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

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

Sec. 44-188. Fees.

- (a) All property owners and/or persons in control of an assembly device shall have the assembly tested as required by a licensed tester. All property owners and/or persons in control of an assembly device shall pay the testing fee to the tester upon completion of the test ~~a fee of \$25.00 for each~~

~~assembly device each time the assembly is tested.~~ If a property owner and/or person in control of an assembly device fails to test the device within 30 days of the required testing date, the ~~regulatory authority~~Director may perform the test and assess a testing fee of ~~\$100.00~~\$75.00 plus the actual cost of the test for each separate assembly device on which the ~~regulatory authority~~Director performs a test.

- (b) ~~The regulatory authority shall assess a testing fee of \$100.00 per each separate assembly on which the regulatory authority performs a test. This fee applies to, but is not limited to, all newly installed backflow devices. If an newly installed assembly is deemed not to be working properly upon the initial inspection or testing of the assembly, the~~ Director shall have the necessary repairs and/or adjustments made immediately and shall retest the assembly. ~~property owners and/or persons in control of the premises must make necessary repairs and/or adjustments prior to retesting or reinspection by the regulatory authority.~~ A retest fee of \$50.00 plus the actual cost of the retest and the repairs required per assembly device will be assessed ~~for each retest performed by the regulatory authority~~Director.

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

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

Sec. 44-190. Mobile units.

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

Sec. 44-191. Enforcement.

(a) Violations.

- (1) A person commits an offense if he fails to maintain an assembly in compliance with this article.
- (2) A person commits an offense if he fails to comply with a repair order issued by the ~~regulatory authority~~Director.
- (3) A person commits an offense if backflow from premises he owns, controls, operates, or manages enters a public potable water supply system.
- (4) A person commits an offense if he fails to pay any fees required by this article.
- (5) A person commits an offense if he violates any provision of this article.
- (6) A person commits an offense if he reinstates water service to premises discontinued or disconnected pursuant to the provisions of this article, except as directed by the ~~regulatory authority~~Director.
- (7) A person owning or in control of premises commits an offense if he allows an unregistered or unlicensed tester to perform testing work on his premises.

(8) A person commits an offense if he tests an assembly within the city without being registered with the ~~regulatory authority~~Director.

(9) A person commits an offense if he tests an assembly within the city without being licensed by the commission.

(10) A person commits an offense if he possesses on his premises a cross connection that is not protected by an approved backflow prevention assembly as described in Section 44-183.

(b) Punishment for violations; other remedies.

(1) A person who violates any provision of this section is guilty of a misdemeanor and upon conviction is punishable by a fine as provided in section 1-9 for a violation of an ordinance or regulation governing public health and sanitation.

(2) In addition to proceeding under the authority of this article, the city is entitled to pursue any and all other criminal and civil remedies to which it is entitled pursuant to the authority granted by any other applicable laws, regulations, or ordinances.

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

(d) A tester's registration may be revoked by the city if the ~~regulatory authority~~Director determines that the tester:

(1) Has falsely, incompletely, or inaccurately written assembly testing reports;

(2) Has used inaccurate gauges;

(3) Has used improper testing procedures;

(4) Has created a threat to public health or the environment; or

(5) Has failed to register with third party vendor

(6) Has violated any other provision of this article.

Secs. 44-192—44-220. - Reserved.

II.

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

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

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

1 which this Ordinance and the subject matter hereof were discussed, considered and
2 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
3 Government Code, as amended.

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

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

8
9
10 _____
11 ALAN MCGRAW, Mayor
12 City of Round Rock, Texas

13 ATTEST:

14
15 _____
16 SARA L. WHITE, City Clerk
17
18



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider an ordinance granting a franchise to Central Waste and Recycling to engage in the collection of non-residential refuse. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/14/2015

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

Cost:

Indexes:

Attachments: Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2015-2454

This ordinance establishes a franchise agreement with Central Waste and Recycling and grants a five-year franchise to operate a commercial garbage hauling service in the City.

The City requires all commercial garbage haulers doing business with the City of Round Rock to pay a 10% franchise fee on their gross revenues generated in the City. This franchise fee was established in 1992 to assist with funding repair and maintenance to City streets. This ordinance will expire on May 14, 2020.

Staff recommends approval.

ORDINANCE NO. O-2015-2454

AN ORDINANCE GRANTING A FRANCHISE TO CENTRAL WASTE AND RECYCLING TO ENGAGE IN THE COLLECTION OF SPECIFIED WASTE MATERIALS FROM NON-RESIDENTIAL ESTABLISHMENTS WITHIN THE CITY OF ROUND ROCK, TEXAS; ESTABLISHING FRANCHISE FEES; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

**FRANCHISE AGREEMENT FOR
NON-RESIDENTIAL REFUSE COLLECTION
BETWEEN THE CITY OF ROUND ROCK, TEXAS
AND CENTRAL WASTE AND RECYCLING**

This Franchise Agreement (the “Agreement”) is by and between the City of Round Rock, Texas (the “City”) and Central Waste & Recycling (the “Grantee”) for the collection of garbage, yard waste, and solid (non-hazardous) waste, from commercial and industrial businesses, institutional and governmental entities, and multi-unit residential complexes located within the City of Round Rock, Texas.

RECITALS

WHEREAS, the public welfare of the residents of the service area requires that adequate provisions be made for the regulated collection, removal and disposal of commercial refuse; and

WHEREAS, pursuant to Chapter 32, Section 32-19 et. seq., Code of Ordinances (2010 Edition) of the City of Round Rock, Texas, as amended, the City is authorized to enter into exclusive and/or nonexclusive franchise agreements for the right to collect and remove all refuse; and

WHEREAS, it is in the best interests of the City and its residents to enter into new franchise agreements for the collection of commercial refuse in order to provide for a consistent annual rate review process and to standardize various elements of its franchise agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants and provisions hereof, it is agreed as follows:

SECTION 1.
DEFINITIONS

1.01 For the purposes of this Franchise Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory, and the word “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- (A) **Apartment Complex** means a multi-unit residential dwelling of five (5) units or more.
- (B) **Ash** means the material remaining after the incineration of garbage and rubbish, including bottom ash, fly ash and water.
- (C) **Bulky Waste** means waste that cannot be collected in standard collection vehicles because of size or characteristics which can damage collection vehicles. These items include but are not limited to appliances and furniture.
- (D) **City** means the City of Round Rock, Texas, a home-rule municipality.
- (E) **City Council** means the governing body of the City of Round Rock, Texas.
- (F) **Garbage** means putrescible animal, fish, food, fowl, fruit or vegetable matter or waste resulting from the preparation, storage, handling, decay or consumption of such substance, generated by all commercial, industrial, institutional, agricultural and other activities within the service area, except that garbage does not include hazardous waste, medical waste, ash, and source-separated recyclable and yard waste materials.
- (G) **Gross Receipts/Gross Revenues** means all receipts and revenues received or derived directly or indirectly by the Grantee, its affiliates, subsidiaries, parent company, and any other person or entity in which the Grantee has a financial interest, from or in connection with the collection and removal of garbage, yard waste, and solid (non-hazardous) waste from commercial and industrial businesses, institutional and governmental entities, construction sites and multi-unit residential complexes located within the service area; and/or the operation of a waste hauling service for commercial and industrial businesses, institutional and governmental entities, and multi-unit residential complexes located within the service area, all pursuant to this Franchise Agreement. Gross receipts/revenues include franchise fees passed through to the Grantee’s customers. Gross receipts/revenues do not include any surcharges imposed directly upon any customer by the state, city or

other governmental unit and collected by the Grantee on behalf of such governmental unit.

(H) Hazardous Waste means any of the following:

- (1) All waste defined or characterized as hazardous waste by the federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) and all future amendments thereto, or regulations promulgated thereunder;
- (2) All waste defined or characterized as hazardous waste by the principal agencies of the State of Texas having jurisdiction over hazardous waste generated by facilities within such state, and pursuant to any applicable state or local law or ordinance, and all future amendments thereto, or regulations promulgated thereunder;
- (3) Radioactive wastes;
- (4) Those substances or items which require special or extraordinary handling or disposal due to their hazardous, harmful, toxic or dangerous character or quality; and
- (5) Those substances and items which are not normally expected to be disposed of by generally accepted sanitary landfill disposal methods.

“Hazardous Waste” shall be construed to have the broader, more encompassing definition where a conflict exists in the definitions used by two or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste. If any governmental agency or unit having appropriate jurisdiction determines that substances which are, as of the date hereof, considered harmful, toxic, dangerous or hazardous, are not harmful, toxic, dangerous or hazardous, then those substances are not Hazardous Waste for purposes of this Franchise Agreement as of the effective date of such determination. If any governmental agency or unit having appropriate jurisdiction determines that substances which are not, as of the date hereof, considered harmful, toxic, dangerous or hazardous, are harmful, toxic, dangerous or hazardous, then such substances are Hazardous Waste for purposes of this Franchise Agreement as of the effective date of such determination.

(I) Medical Waste means waste, including biohazardous waste and sharps waste, as defined by Texas statute. Medical waste may originate from hospitals, public or private medical clinics, departments or research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, veterinary facilities and other similar facilities. Medical waste does not include any such

waste which is determined by evidence reasonably satisfactory to the Grantee to have been rendered non-biohazardous. In any dispute regarding whether a specific type of waste is to be considered medical waste, the decision of the Sanitation Supervisor is final.

- (J) **Rubbish** means non-putrescible waste including but not restricted to paper, cardboard, crockery, rubber tires and other inert materials generated by all commercial, industrial, institutional, agricultural and other activities within the City. Rubbish contaminated by garbage is considered garbage. Rubbish does not include hazardous waste, medical waste, ash, or source-separated recyclable materials.
- (K) **Sanitation Supervisor** means the person designated from time to time by the Director of Public Works.
- (L) **Service Rates** means the rates charged to the Service Recipient.
- (M) **Service Recipient** means any business located in the City which subscribes for collection services from the Grantee pursuant to the Grant of Franchise under this Franchise Agreement.
- (N) **Sidewalk** means that portion of a street which is not improved and maintained for vehicular travel.
- (O) **Solid (Non-Hazardous) Waste** means any garbage, refuse, recyclables, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include solid or dissolved material in domestic sewage. Examples of such waste may include but are not limited to domestic trash and garbage, such as milk cartons and coffee grounds; other refuse such as metal scrap, wallboard, and empty containers; recyclables such as cardboard, plastic, paper and glass; and other discarded materials from industrial operations, such as boiler slag and fly ash.
- (P) **Street** means a publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel. The term “street” shall also include alleyways.
- (Q) **Yard Waste** means all plant debris including grass clippings, leaves, prunings, brush, branches and tree trunks not exceeding six inches (6”) in diameter and not exceeding twenty-four inches (24”) in length; clean, unpainted and untreated wood no longer than twenty-four inches (24”) in length; and other forms of organic waste generated from landscapes and gardens in a quantity typical for a single-

family dwelling, allowing for seasonal variations.

SECTION 2.
FRANCHISE REQUIRED; PENALTIES ESTABLISHED

2.01 No person or company providing the services herein described shall be allowed to occupy or use the streets of the City or be allowed to operate within the City without a franchise.

2.02 In accordance with Section 32-25(a), Code of Ordinances (2010 Edition) of the City of Round Rock, Texas, as amended: "It shall be unlawful for any person to engage in the business of collecting refuse from commercial establishments within the city unless he/she shall have been issued a franchise therefor which is in force and effect."

2.03 In addition to any other penalties herein provided, any person or company operating unauthorized without a franchise agreement, or who shall in anywise violate the provisions of this ordinance, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined as provided for in Section 1-9, Code of Ordinances (2010 Edition) of the City of Round Rock, Texas, as amended, that being a fine not exceeding Two Thousand and No/100 Dollars (\$2,000.00), and each day any violation of this ordinance or the referenced Code provisions is allowed to continue shall constitute a separate offense.

SECTION 3.
GRANT OF FRANCHISE

3.01 The Grantee, and its successors and assigns, shall have a non-exclusive franchise to collect and remove garbage, rubbish, yard waste, and solid (non-hazardous) waste from commercial and industrial businesses, institutional and governmental entities, and multi-unit residential complexes located within the City of Round Rock, Texas.

3.02 The Grantee, and its successors and assigns, shall have the right, privilege, and franchise to have, use and operate in the entire area of the City its waste hauling service; and to have, use and operate its vehicles and equipment in, over, under, along, and across the present and future streets and alleyways of the City to the extent necessary to perform the Grantee's obligations specified herein.

3.03 This Grant of Franchise is non-exclusive and does not establish priority for use over other franchise holders, permit holders, and/or the City's or the public's use of public property. The Grantee's use of the City's streets and alleyways shall be subject to and in accordance with the City's policies and procedures governing same, as they currently exist or as they may be hereafter amended.

SECTION 4.
ACCEPTANCE OF FRANCHISE

4.01 Within thirty (30) days following adoption of the ordinance enacting this Franchise Agreement, and simultaneous with proper execution by the Grantee of this Franchise Agreement, the Grantee agrees to unconditionally accept and be bound by all of the terms and conditions contained herein, thereby promising to comply with and abide by all of the provisions, terms, and conditions contained in this Franchise Agreement.

4.02 In accepting this Franchise Agreement, the Grantee acknowledges that its rights hereunder are subject to the police power of the City to adopt, enact and enforce Charter provisions, ordinances and resolutions necessary for the health, safety and welfare of the public.

SECTION 5.
TERM

5.01 This Franchise Agreement shall be for a single five (5)-year term, and it shall take effect upon execution of this Agreement by the City and the Grantee.

5.02 This Franchise Agreement supersedes and replaces any previous franchise agreements and any express or implied renewal or extension of any previous franchise agreements between the City and the Grantee.

SECTION 6.
RENEWAL

6.01 This Franchise Agreement may be renewed by the City upon application of the Grantee pursuant to procedures established in this Section 6, and in accordance with then-applicable laws:

- (A) At least twelve (12) months prior to the expiration of the term of the Franchise Agreement, the Grantee shall inform the City in writing of its intent to seek renewal of the franchise.
- (B) After giving appropriate public notice, the City Council shall proceed to determine whether the Grantee has satisfactorily performed its obligations under the Franchise Agreement.
- (C) If the City Council finds that a renewal of the franchise with the Grantee is in the public interest, and finds that the Grantee has satisfactorily performed its obligations under the Franchise Agreement, then the City may at its sole option enter into a renewal of the Franchise Agreement with the Grantee under then-appropriate terms and conditions, and such renewal may be for any period from one (1) to five (5) years.

- (D) Subsequent renewals may be applied for by the Grantee under the provisions of this Section 6.
- (E) The Grantee shall never have any express or implied right of renewal of this franchise. Any such renewal determination shall rest solely with the City Council, and its decision thereon shall be final.

SECTION 7. **FRANCHISE FEES**

7.01 The parties acknowledge that the streets and public easements to be used by the Grantee in the operation of its services hereunder are valuable public properties acquired and maintained by the City at substantial expense to its taxpayers, and further acknowledge that the Grant of Franchise to the Grantee for the use of said streets and alleyways is a valuable right without which the Grantee would be required to invest substantial capital in costs and acquisitions, and further acknowledge that the City will incur costs in regulating and administering this Franchise Agreement.

7.02 Therefore, the Grantee shall pay quarterly to the City a franchise fee calculated as a percentage of the Gross Receipts derived during the preceding quarter by the Grantee from or in connection with the operation of its services within the City of Round Rock, Texas. At the date of execution of this Franchise Agreement, the franchise fee is established at ten percent (10%) of Gross Receipts so derived.

7.03 The City reserves the right to review and modify the franchise fee percentage on an annual basis. The Grantee shall be given thirty (30) days' written notice prior to any increase in the franchise fee. Any change in the franchise fee must be established by resolution or ordinance of the City Council of the City of Round Rock, Texas, and by amendment to this Franchise Agreement.

7.04 The franchise fee and any other costs or penalties assessed shall be paid quarterly to the City on or before the last day of the month following the end of the quarterly period for which said payment is due. The franchise fee payment shall be delivered to the City's Director of Finance, along with a City-approved form entitled "Commercial Garbage Collection Franchise Fee Quarterly Statement" showing the calculations of the amount of such quarterly payment, and such form shall be certified by an officer of the Grantee.

7.05 Franchise fee payments not received on a timely basis, that being within thirty (30) days of the due date, are subject to a ten percent (10%) late penalty. Commencing thirty (30) days from the original due date, an additional one percent (1%) penalty will be added for every month or portion thereof that said payment is late.

7.06 Annually, not later than four (4) months after the end of the Grantee's fiscal year, the Grantee shall file with the City's Director of Finance either an audited statement or a sworn

statement signed by an officer of the Grantee, and such audited or sworn statement shall show the revenues attributable to the operations of its services within the City pursuant to this Franchise Agreement. Such statement shall present, in a form approved by the City's Finance Director, a detailed breakdown of Gross Receipts/Gross Revenues as herein defined. If the Grantee elects to provide an audited statement, such statement shall have been audited by an independent Certified Public Accountant whose report shall accompany the statement.

7.07 The City shall have the right at any time to review or audit the Grantee's franchise fee statements and statements of revenues and other books and records directly relating to such matters, and to recompute any amounts determined to be payable under this Franchise Agreement, and the Grantee shall be under the continuing obligation to make all such records available to the City; provided, however, that any such review or audit shall take place within thirty-six (36) months following the close of the fiscal year covered by such statements. Any additional amount due to the City as a result of the City's review or audit shall be paid within thirty (30) days following written notice to the Grantee by the City. In addition to the right to review such records, the City shall have the right at any time to select an independent accounting firm to audit such books and records of the Grantee to determine compliance with this Franchise Agreement and any related ordinances. If such audit is requested by the City, then the costs of the audit shall be paid by the City unless the audit reveals an error in the Grantee's reporting of Gross Receipts/Gross Revenues by a margin of greater than three percent (3%), in which case the cost of the audit shall be paid by the Grantee.

SECTION 8. **REQUIREMENTS OF GRANTEE**

The Grantee shall comply with each of the following requirements:

8.01 Performance. The collection and removal of garbage, rubbish, yard waste, and solid (non-hazardous) waste, including recyclables, by the Grantee will at all times during the term of this Franchise Agreement be performed to the reasonable satisfaction of the Sanitation Supervisor. The collection and removal of materials hereunder will be done in a prompt, thorough, lawful and workmanlike manner.

8.02 Authority of Sanitation Supervisor. The Grantee will at all times during the term of this Franchise Agreement operate under the acknowledgment that the Sanitation Supervisor has the right to issue orders, directions and instructions to the Grantee with respect to the collection and removal of materials hereunder, the performance of Grantee's services hereunder, and Grantee's compliance with the provisions of City ordinances and resolutions as they now exist or may from time to time be amended. The Grantee agrees to comply therewith; provided, however, that the orders, directions and instructions of the Sanitation Supervisor shall be reasonably related to carrying out the purposes and intent of this Franchise Agreement.

8.03 Illegal Dumping. The Grantee will require its drivers to write down locations where seemingly illegal dumping has occurred. Information on such locations shall be conveyed to the Sanitation Supervisor within forty-eight (48) hours of observation.

8.04 Litter Control. The Grantee will not litter any premises or public property in making collections pursuant to this Franchise Agreement, nor will any materials be allowed to leak, blow or fall from collection vehicles. Any materials dropped or spilled in collection, transfer or transportation will be immediately cleaned up by the Grantee.

8.05 Vehicle Inventory. The Grantee will furnish the Sanitation Supervisor with an inventory of collection vehicles used by the Grantee under this Franchise Agreement and shall keep such inventory current. The inventory shall indicate the type, make, capacity, vehicle identification number and license number of each vehicle.

SECTION 9. **REPORTS**

9.01 Operations Reports. The Grantee must maintain at its place of business current, accurate and complete tonnage records relating to services provided under this Franchise Agreement. Such reports shall contain information summarized by month, and shall contain data on the tonnage of garbage, rubbish, yard waste, and solid (non-hazardous) waste, collected. Upon written notice to the Grantee by the City, and not more frequently than once per quarter, the City has the right to inspect all such operations reports. The City may at any time review any other records of the Grantee reasonably and directly necessary for the City's review, approval or enforcement of this Franchise Agreement.

9.02 Operations reports required by the City will be made available for inspection by the Grantee at no expense to the City and will be prepared in the manner and form reasonably prescribed by the City.

SECTION 10. **ACCOUNTING PROVISIONS**

10.01 The Grantee must maintain current, accurate and complete financial and accounting records relating to services provided under this Franchise Agreement. All records will be maintained in accordance with generally accepted accounting principles. The City's Director of Finance or his/her designee has the right to audit and inspect all financial records pertaining to the City's Agreement-related account and may at any time review any other records of the Grantee reasonably and directly necessary for the City's review, approval or enforcement of this Franchise Agreement.

10.02 Financial reports and operating data required by the City for the purpose of any service rate review will be furnished by the Grantee at no expense to the City and will be prepared in the manner and the form reasonably prescribed by the City.

SECTION 11.
INDEMNITY AND INSURANCE REQUIREMENTS

11.01 Indemnity. The Grantee shall indemnify, defend, and hold harmless the City, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Franchise Agreement by the Grantee and/or its agents, employees or subcontractors to the extent caused by the negligent acts or omissions of the Grantee. It is the intent of the parties to this Franchise Agreement to provide the broadest possible coverage for the City. The Grantee shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Grantee is obligated to indemnify, defend and hold harmless the City under this Franchise Agreement.

11.02 Insurance. Without limiting the Grantee's indemnification of the City, the Grantee shall provide and maintain at its own expense during the term of this Franchise Agreement, or as may be further required herein, the following insurance coverages and provisions:

- (A) Extended coverage and general liability insurance with an insurance company licensed to do business in the state of Texas, acceptable to the City, and such insurance shall insure against claims for liability and damages. Extended coverage insurance under this Section 11 shall be for a minimum of One Million and No/100 Dollars for the protection of the public in connection with:
 - (1) Liability to persons or damages to property, in any way arising out of or through the acts or omissions of the Grantee, its servants, agents, or employees or to which the Grantee's negligence shall in any way contribute; and
 - (2) Arising out of the Grantee's operations and relationships with any independent contractor or subcontractor.
- (B) The insurance policy obtained by the Grantee in compliance with this Section 12 shall be approved by the City Attorney, and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City during the entire term of this Franchise Agreement and any renewal periods, and shall be changed from time to time to reflect changing liability limits as reasonably required by the City. The Grantee shall immediately advise the City Attorney of any significant litigation, actual or potential, that may develop which would affect this insurance.
- (C) All insurance policies maintained pursuant to this Franchise Agreement shall contain the following conditions by endorsement:
 - (1) The City of Round Rock shall be named as an additional insured and the term "Owner" or "City" shall include all authorities, boards, bureaus,

commissions, division, departments, and offices of the City and the individual members, employees, and agents thereof in their official capacities and/or while acting on behalf of the City.

- (2) Each policy shall require that written notice shall be given to the City by certified mail at least thirty (30) days prior to the cancellation of or the making of any material change in the policies.
 - (3) Insurers shall have no right of recovery against the City; it being the intention that the insurance policies shall protect the Grantee and the City and shall be primary coverage for all losses covered by the policies.
 - (4) The policy clause "Other Insurance" shall not apply to the City of Round Rock where the City is an additional insured on the policy.
 - (5) Companies issuing the insurance policies shall not have recourse against the City for payment of any premiums or assessments, which all are set at the sole risk of the Grantee.
- (D) A Certificate of Insurance on the City's form shall be filed with the City as acceptable evidence of insurance coverage.

SECTION 12. **COMPLIANCE WITH LAWS**

12.01 The Grantee shall comply with all laws and regulations of applicable federal, state and local governments. The Grantee and the City agree to be bound by all ordinance provisions or any amendments thereto, or other legal requirements that might affect the collection or disposal of the materials delineated hereunder. It is understood and agreed by and between the parties that ordinances are intended to be minimum standards and that higher standards and regulations may be required under this Franchise Agreement.

SECTION 13. **ASSIGNMENT**

13.01 For purposes hereof, the term "assignment" includes but is not limited to:

- (A) A sale, exchange or other transfer to a third party of substantially all of the Grantee's assets dedicated to service under this Franchise Agreement; and/or
- (B) The issuance of new stock to or the sale, exchange, or other transfer of thirty percent (30%) or more of the then outstanding common stock of the Grantee to a person other than the shareholders owning said stock at the date of this Agreement.

13.02 The Grantee shall not assign this Franchise Agreement, or any interest, privilege or right granted herein, without the express written consent of the City, and then only to a person or persons approved by the City on such terms and conditions as the City may require. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without such consent is null and void and shall terminate this Franchise Agreement.

SECTION 14. **SUBCONTRACTING**

14.01 The Grantee shall not subcontract all or any portion of the work or business of this Franchise Agreement without the express written consent of the City.

SECTION 15. **INDEPENDENT CONTRACTOR**

15.01 The Grantee shall perform all work and services described hereunder as an independent contractor and not as an officer, agent, servant, or employee of the City. The Grantee is solely responsible for acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the City and the Grantee. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor will any such person be entitled to any benefits available or granted to employees of the City.

SECTION 16. **TERMINATION**

16.01 The City may terminate this Franchise Agreement for substantive default by the Grantee in its performance under this Franchise Agreement.

16.02 Prior to terminating this Franchise Agreement, the City shall give the Grantee thirty (30) days' written notice with the opportunity to correct the default to the satisfaction of the City within the said thirty (30) days. In the event the Grantee fails to correct the default to the satisfaction of the City within the thirty (30) day period, then the City may terminate this Franchise Agreement without further notice.

16.03 It is not the intention of the parties hereto to authorize repeated violations of this Franchise Agreement. Continued violations in the areas specifically described in the notice shall be grounds for termination without opportunity to correct default.

SECTION 17. **CANCELLATION FOR RECEIVERSHIP OR BANKRUPTCY**

17.01 The City shall have the right to cancel this Franchise Agreement immediately should the Grantee come under the appointment of a receiver, liquidate, become insolvent,

bankrupt, make a transfer for the benefit of creditors, reorganize and enter into an arrangement for the benefit of creditors, or file a voluntary petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States; or should an involuntary petition in bankruptcy be filed against the Grantee and not be dismissed within one hundred twenty (120) days after the date of first filing.

SECTION 18.
NOTICE

18.01 Any notices required hereunder must be in writing and must be given personally or by certified mail, return receipt requested, addressed to the respective parties as follows:

GRANTEE: Central Waste & Recycling
2301 West Whitestone Boulevard, Suite C2
Cedar Park, TX 78613

CITY:	City Manager	and to:	City Attorney
	221 East Main Street		309 East Main Street
	Round Rock, TX 78664		Round Rock, TX 78664

or to such other addresses as either party may from time to time designate in writing.

SECTION 19.
AMENDMENT

19.01 Amendment to or modification of the terms and conditions of this Franchise Agreement shall be effective only upon the mutual agreement in writing of both parties hereto.

SECTION 20.
CONTROLLING LAW

20.01 This Agreement is governed and construed in accordance with the laws of the State of Texas, and venue for any legal action shall lie exclusively in Williamson County, Texas.

SECTION 21.
ENTIRE AGREEMENT

21.01 This document embodies the entire and integrated agreement between the parties with respect to the subject matter hereof. All prior negotiations, written agreements, and oral agreements between the parties with respect to the subject matter of this Franchise Agreement are merged into this document.

SECTION 22.
SEVERABILITY

22.01 Should any portion or part of this Franchise Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity of the remainder of this Franchise Agreement which shall continue in full force and effect; provided that the remainder of the Franchise Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 23.
FRANCHISE AGREEMENT DULY EXECUTED

23.01 The persons signing this Franchise Agreement on behalf of the Grantee has been authorized by the Grantee to do so, and this Franchise Agreement has been duly executed and delivered by the Grantee in accordance with the authorization of its governing body, and constitutes a legal, valid and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms.

II.

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

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

Alan McGraw, Mayor
City of Round Rock, Texas

ATTEST:

Sara White, City Clerk

ACCEPTANCE BY GRANTEE

The Grantee accepts and hereby agrees to be bound by all of the terms and conditions of this Franchise Agreement and Ordinance.

GRANTEE:

By: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of the
month of _____, 2015.

Notary Public in and for the State of Texas



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider public testimony regarding and an ordinance approving Amendment No. 7 to the Planned Unit Development (PUD) No. 4 zoning district for 2.36 acres located southeast of the intersection of Forest Creek Drive and Red Bud Lane. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/14/2015

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

Cost:

Indexes:

Attachments: Ordinance, Exhibit C, Exhibit D, Exhibit D-1, Exhibit M - Parcel P-8

Department: Planning and Development Services Department

Text of Legislative File 2015-2399

The 2.36 acre property is a portion of Parcel G, designated for office and local commercial uses, in Planned Unit Development (PUD) No. 4 - Forest Creek. It is located between two day care facilities, one on the corner of Red Bud Lane and Forest Creek Drive and the second to the east. The land use regulations in PUD No. 4 restrict the uses on the 2.36 acres to the following: day care, place of worship, single family residential or attached residential. In addition, a building setback requirement of 100 feet from the southern property line and the location of a significant number of trees on the northern side of the property are a limitation on the area available for development.

The purpose of this PUD amendment is to provide for additional office and local commercial uses for the 2.36 acres while remaining compatible with the character of Forest Creek and its surrounding neighbors. The amendment proposes to allow uses similar to those allowed by the deed restrictions established by the Forest Creek Home Owners Association for Parcel G. In addition to the uses currently allowed, the property could be the location of a medical office with no emergency services, senior housing or assisted living, a park, limited retail sales and services and eating establishments, an amenity center, a bed & breakfast, a small animal grooming facility, a veterinary clinic for small animals, and a stealth wireless transmission facility. In addition, the building setbacks and buffering requirements would be amended to match the local commercial and office requirements of the current zoning code for adjacency to single family. This will reduce the building setback and increase the buffering standards, requiring a masonry wall along the southern boundary of the property

adjacent to the Jackrabbit Run neighborhood.

The property owner met with Keith Chandler, a representative of the Forest Creek HOA, to determine the uses to be allowed. Mr. Chandler spoke in favor of the amendment at the Planning and Zoning Commission meeting on April 1, 2015. The Commission voted 8-1 to recommend approval of the rezoning at that meeting.

Staff recommends approval.

ORDINANCE NO. O-2015-2399

AN ORDINANCE AMENDING ORDINANCE NO. Z-94-01-13-8M, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON JANUARY 13, 1994, BY REPLACING EXHIBITS “C” AND “D”, BY ADDING EXHIBIT “D-1”, AND BY AMENDING EXHIBIT “M” OF THE DEVELOPMENT PLAN OF PUD NO. 4, APPROVED BY THE CITY COUNCIL IN SAID ORDINANCE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, on January 13, 1994, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-94-01-13-8M, which established 398.16 acres described in Exhibit “A” of said Ordinance as Planned Unit Development (PUD) No. 4, and

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas, to replace Exhibits “C” and “D”, to add Exhibit “D-1”, and to amend Exhibit “M” of the Development Plan of PUD No. 4, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. Z-94-01-13-8M on the 1st day of April, 2015, following lawful publication of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that Ordinance Z-94-01-13-8M be amended, and

WHEREAS, on the 14th day of May, 2015, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. Z-94-01-13-8M, and

WHEREAS, the City Council determined that the requested amendment to Ordinance No. Z-94-01-13-8M promotes the health, safety, morals and general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Sections 46-92 and 46-106, Code of Ordinances, 2010 Edition, City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council hereby determines that the proposed amendment to Planned Unit Development (PUD) District #4 meets the following goals and objectives:

- (1) The amendment to P.U.D. #4 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #4 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #4 does not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

II.

That Exhibit "C" as approved in Ordinance No. Z-94-01-13-8M and amended in Ordinance No. Z-00-01-13-9C9, is hereby deleted in its entirety and replaced with a new Exhibit "C", attached hereto and incorporated herein.

III.

That Exhibit “D” as approved in Ordinance No. Z-94-01-13-8M and amended in Ordinance No. Z-94-02-24-8C, is hereby deleted in its entirety and replaced with a new Exhibit “D”, attached hereto and incorporated herein.

IV.

That Exhibit “D-1”, as attached hereto and incorporated herein, is added to the Development Plan of PUD No. 4.

V.

That Exhibit “M” as approved in Ordinance No. Z-94-01-13-8M is hereby amended by deleting the “Special Conditions” section for Parcel P-8, attached hereto and incorporated herein.

VI.

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

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

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

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2015.

Alternative 2.

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

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

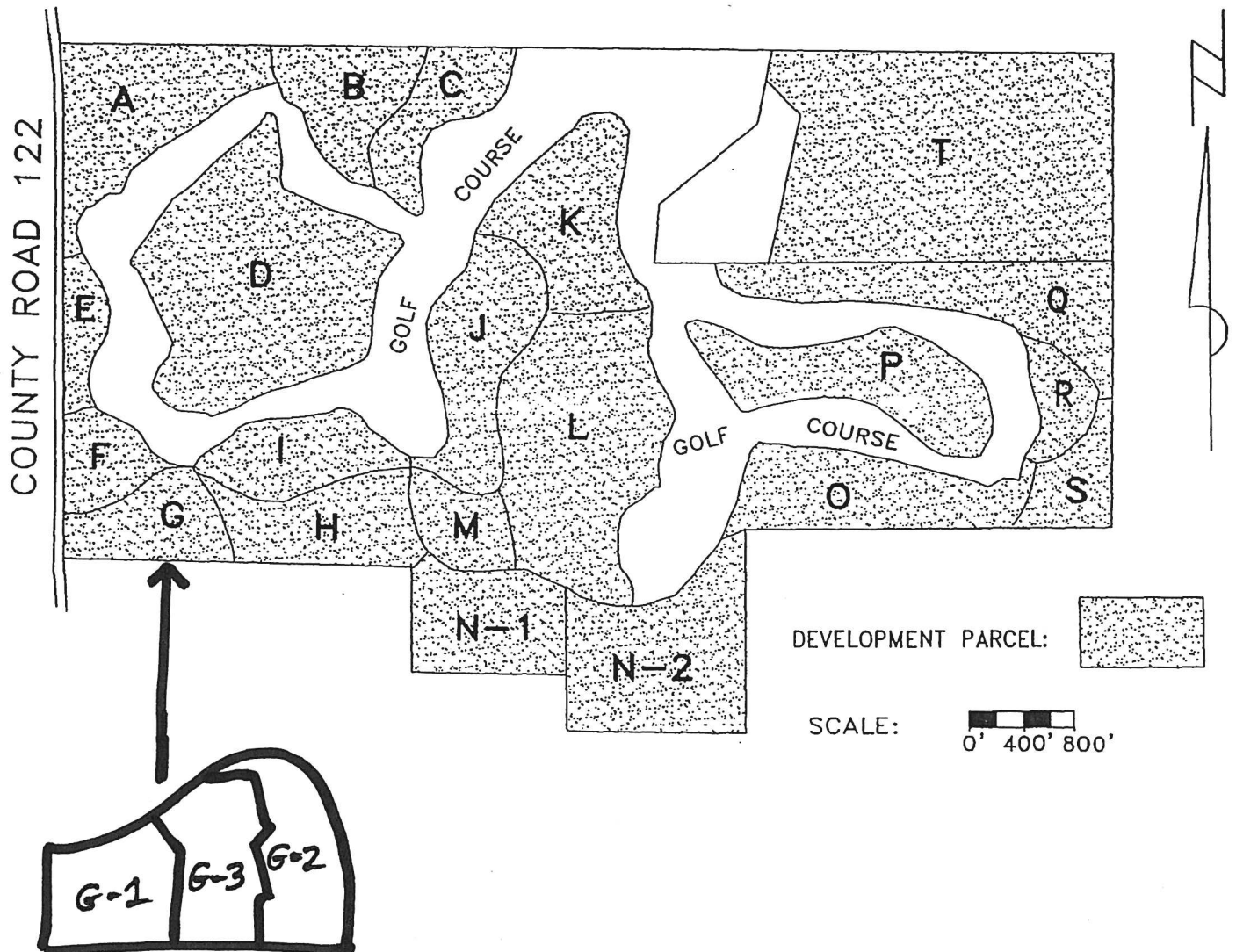
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

FOREST CREEK PUD NO. 4

EXHIBIT "C"



[illegible]

EXHIBIT D – LAND USES AND DEVELOPMENT CONDITIONS Page 2 of 2

1. Lots adjacent to the northern property lines shall have a minimum size of 10,000 square feet.
2. Lots adjacent to County Road 22 shall have a minimum lot size of 10,000 square feet.
3. A maximum of two access points from this parcel to County Road 122 may be permitted.
4. A maximum of four access points to County Road 122 may be permitted.
5. All buildings, other than single family detached homes, shall maintain a 100 foot setback from the southern boundary of the parcel.
6. Commercial uses shall be located adjacent to County Road 122.
7. A buffer along the southern property line shall be provided by the use of landscaping, berming or fencing.
8. Lots adjacent to the southern property line shall have a minimum lot size of 10,000 square feet.
9. Total impervious cover shall not exceed 80 percent of each lot.
10. One direct access shall be allowed to County Road 122.
11. Minimum lot size is 10,000 square feet.
12. Must meet use restrictions and development standards listed on Exhibit D-1.

EXHIBIT D-1

USE RESTRICTIONS AND DEVELOPMENT STANDARDS FOR PARCEL G-3

Use Restrictions

1. The following C-2 (Local Commercial) uses shall be prohibited:
 - a. Drive through services
 - b. Convenience store
 - c. Fuel sales
 - d. Auto service and repairs
 - e. Sale of used goods
 - f. Pawn shops
 - g. Sexually oriented businesses
 - h. Tattoo parlors
2. The following OF (Office) uses shall be prohibited:
 - a. Consultation, diagnosis, therapeutic, preventative, or corrective personal treatment services involving post-incarceration, addictive behaviors or treatment for persons who pose a danger to themselves or others
 - b. Social services facilities providing direct services to clients

Development Standards

1. **Landscape Easement:** A 50-foot landscape easement shall be required along the parcel's Forest Creek Drive frontage.
2. **Masonry Fence:** A masonry fence shall be required along the southern property line. The fence shall meet the following standards:
 - a. Constructed of brick or natural stone. Shall not include cement-based siding such as HardiPlank, Fencecrete, or similar construction materials.
 - b. Masonry materials, construction standards, and miscellaneous requirements shall be as follows:
 - i. Brick or natural stone;
 - ii. A cast-in-place structural footing;
 - iii. Top capped;
 - iv. Both sides of the fence shall have a finished face;
 - v. The fence shall have a height of a minimum of six feet; and
 - vi. Construction details or shop drawings must be sealed by a structural engineer and provided within the Site Development permit plans.
3. **Landscape Buffer:** A landscape buffer shall be required along the southern property line. The buffer shall meet the following standards:
 - a. A minimum of eight feet (8') in width

EXHIBIT D-1
USE RESTRICTIONS AND DEVELOPMENT STANDARDS FOR PARCEL G-3

- b. Landscape plantings shall be required, based on the linear footage that extends along the length of the property line. The minimum quantity of landscaping shall be determined by the following requirements:
 - i. One large tree per 50 linear feet with a minimum caliper of three inches, selected from the list of approved evergreen tree species in Appendix B of the Tree Technical Manual; or
 - ii. One medium tree per 25 linear feet with a minimum caliper of two inches, selected from the list of approved evergreen tree species in Appendix B of the Tree Technical Manual; and
 - iii. One hundred percent of trees utilized shall be of an evergreen species.
 - iv. Other than the required landscaping, nothing shall be placed within the landscape buffer, including without limitation, accessory buildings, parking lots, storage of materials and refuse containers. The landscape buffer may not be used as a utility easement.
- 4. Building Setback for Light Commercial and Office use: The building setback along the southern property line shall be 40 ft. for buildings with one story or 80 ft. for buildings with two stories.
- 5. Building Setback for Senior use: The building setback along the southern property line shall be 20 feet for buildings with one story or 40 feet for buildings with two stories.
- 6. All aspects not specifically covered by this Plan shall be regulated by the C-2 (Local Commercial), OF (Office) or the SR (Senior) zoning districts and other sections of the Code, as applicable and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.
- 7. All other Ordinances within the Code, as amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

PARCEL: P-8

USE: Neighborhood Commercial & Office
Single Family Detached
Single Family Attached

DENSITY: Commercial: .45 F.A.R.
Residential: 4.0 du/ac

ACREAGE: 9.9

MAXIMUM L.U.E.: 39

~~SPECIAL CONDITIONS:~~

- ~~1. Neighborhood commercial and office buildings shall maintain a 100' setback from the existing residential lots to the south.~~
- ~~2. Residential lots within 150' of the southern property line will be Single Family Detached lots.~~
- ~~3. One direct access may be allowed onto County Road #122.~~
- ~~4. Only 5.0 acres of this parcel may be developed as Neighborhood Commercial and Office uses.~~
- ~~5. Commercial uses shall be located adjacent to County Road and the Golf Course Road.~~
- ~~6. A buffer along the southern P.U.D. perimeter will consist of landscaping, berming or fencing.~~

PARCEL: P-9

USE: Single Family Detached

DENSITY: 4.0

ACREAGE: 15.1

MAXIMUM L.U.E.: 60



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Cressman Enterprises LP for an approximate 8.505 acres located along East Palm Valley Blvd.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/14/2015

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

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2015-2289

The approximate 8.505 acre tract is comprised of two smaller tracts north of East Palm Valley Blvd. and bisected by Kenney Fort Blvd. Based on the City Council direction as part of the Strategic Plan and the Annexation Prioritization study presented to City Council in 2014, this property was identified as a feasible and logical property to be annexed due to the frontage on US 79/East Palm Valley Blvd. However, prior to annexation of an area that is appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management, the City is required by statute to offer the land owner an annexation development agreement. This agreement guarantees the land's immunity from annexation for a period of 15 years, as long as the land is used for agricultural, wildlife management or timber production only. This agreement also authorizes the City to enforce all regulations and planning authority of the city, except those that would interfere with agricultural purposes, wildlife management or timber production. The landowner accepted the agreement on April 22, 2015.

By accepting the agreement, the landowner agrees that the city's AG-Agricultural zoning requirements apply to the property, and that the property will only be used for AG zoning uses. This agreement runs with the land for a period of 15 years. If the current or a future landowner violates the agreement, that action will constitute a petition for voluntary annexation, and the property will be subject to annexation at the direction of the City Council. Within 30 days of annexation, the property will be zoned in conformance with the City's General Plan, or as agreed to by the City and the Owner. The current version of the Future Land Use Map shows the property to have a commercial designation.

Staff recommends approval.

RESOLUTION NO. R-2015-2289

WHEREAS, Cressman Enterprises, LP (“Owner”) is the owner of 8.505 acres located along East Palm Valley Boulevard (“Property”), as described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, the City of Round Rock (“City”) intends to annex the Property; and

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into an Annexation Development Agreement regarding the annexation of the Property into the city limits (or extraterritorial jurisdiction); 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 Annexation Development Agreement with Cressman Enterprises, LP, 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 14th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

STATE OF TEXAS

§ ANNEXATION DEVELOPMENT

§ AGREEMENT WITH

COUNTY OF WILLIAMSON

§ CRESSMAN ENTERPRISES LP

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ROUND ROCK, TEXAS ("City") and Cressman Enterprises, LP ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 8.505 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the Property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of Property into the Round Rock city limits.

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Round Rock so long as (1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District (the "AG Exemption"), except for existing single-family residential use, and (2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document for a use unrelated to the agriculture, regarding some or all of the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex portions of the Property which are either affected by the removal of the AG Exemption, or which are the subject of the development documents. It is expressly understood and agreed that the Owners may

develop the Property in phases and that the City of Round Rock will only annex those portions of the Property which are included within "final" subdivision plats.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's or tenant's use of the Property for agricultural purposes, wildlife management, recreational enjoyment, or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses until such time as the Property is annexed into the City of Round Rock. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Round Rock Comprehensive Plan in effect on the date hereof and such other uses as may be agreed upon by the City of Round Rock and the Owners.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agree that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Round Rock

City Manager
221 East Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512)218-5401

Owner

Cressman Enterprises, LP, Trustee
3200 E. Palm Valley Blvd.
Round Rock, Texas 78665-3904
Williamson County
Phone: (512)563-1915

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this _____ day of _____, 2015.

CITY OF ROUND ROCK, TEXAS

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2015,
by Alan McGraw, as Mayor and on behalf of the City of Round Rock, Texas.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

PROPERTY OWNER

Marian Cressman

Cressman Enterprises, LP,

THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 22nd day of April, 2015,
By Marian K. Cressman the owner of Cressman Enterprises, LP.



Virginia M. Moreno

Notary Public, State of Texas

Printed Name: VIRGINIA M. MORENO

My Commission Expires: 1-11-2016

EXHIBIT

"A"

ABSTRACTOR'S CERTIFICATE

prepared by
Georgetown Title Company, Inc.
702 Rock Street
Georgetown, TX 78626
(512) 863-5501 (Georgetown)
(512) 930-9200 (Austin)

State of Texas

County of Williamson

PROPERTY: 8.505 acres of land, more or less, out of the P. A. HOLDER SURVEY, Abstract No. 297, Williamson County, Texas, being a portion of that certain property described in Deed to Cressman Enterprises, L.P. as recorded under Document No. 2003063811, Official Public Records, Williamson County, Texas. Said tracts are referenced as R319015 and R461933 on the Williamson Central Appraisal District tax roll.

THIS IS TO CERTIFY: That Georgetown Title Company, Inc. maintains indexes of the Real Property Records filed in the County Clerk's Office of County Williamson, Texas, and that a search of its indexes beginning July 03, 2003 and continuing through March 24, 2015 at 5:00 p.m., discloses no recorded instruments affecting the above referenced property, except the following:

1. Deed filed July 8, 2003, by M. A. Cressman to Cressman Enterprises, LP, recorded under Document No. 2003063811, Official Public Records, Williamson County, Texas.
2. Easement filed July 8, 2003, by M. A. Cressman to Cressman Enterprises, LP, recorded under Document No. 2003063812, Official Public Records, Williamson County, Texas.
3. EXHIBIT DEED filed September 27, 2004, by Cressman Enterprises, LP to the City of Round Rock, recorded under Document No. 2004075637, Official Public Records, Williamson County, Texas, as to 2.548 acres.
4. EXHIBIT DEED filed September 27, 2004, by Cressman Enterprises, LP to the City of Round Rock, recorded under Document No. 2004075638, Official Public Records, Williamson County, Texas, as to 1.975 acres.
5. Easement filed November 23, 2009, by Cressman Enterprises, LP to Oncor Electric Delivery Co., recorded under Document No. 2009085396, Official Public Records, Williamson County, Texas.
6. Easement filed April 8, 2013, by Cressman Enterprises, LP to the City of Round Rock, recorded under Document No. 2013030846, Official Public Records, Williamson County, Texas.
7. Easement filed May 14, 2014, by Cressman Enterprises, LP to the City of Round Rock, recorded under Document No. 2014035426, Official Public Records, Williamson County, Texas.

NOTE REGARDING ENTRIES MARKED EXHIBIT DEED: Title to these parcels has not been followed subsequent to the date of its recording.

FURTHER, a search of its indexes beginning January 01, 1991, and continuing through March 24, 2015 at 5:00 p.m. discloses no state or federal tax liens or abstracts of judgment naming
CRESSMAN ENTERPRISES, LP

as debtor(s), except the following:

NONE

Georgetown Title Company, Inc. does not warrant and offers no opinion as to whether the debtors,

File No.: AC150009

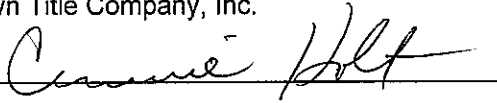
defendants or affiants named above are one and the same persons as the owners or reputed owners of the real property described above.

This certificate is issued for the use of and shall inure solely to the benefit of SHEETS & CROSSFIELD, P.C. Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Georgetown Title Company, Inc. assumes no liability whatsoever for the accuracy neither of this report, nor for any omission or error with respect hereto. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS GEORGETOWN TITLE COMPANY, INC. BECAUSE OF ANY NEGLIGENCE BY GEORGETOWN TITLE COMPANY, INC. (WHETHER SOLE, JOINT OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

EXECUTED at Georgetown, Texas, on 2nd day of April, 2015, and effective as indicated above.

Georgetown Title Company, Inc.

By: _____

A handwritten signature in cursive script, appearing to read "Carrie Holt", is written over a horizontal line.



JOE DIMAGGIO BLVD

N KENNEY FORT BLVD

Cressman Enterprises LP
8.505 ac

E PALM VALLEY BLVD

S KENNEY FORT BLVD

SERVICE

0 155 310 620 930 1,240 Feet



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances (2010 Edition) related to Chapter 20, Library fees and Chapter 26 Parks and Recreation nonresident fees.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/14/2015

Dept Director: Laurie Hadley, City Manager

Cost: \$0.00

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2015-2480

The resolution amends Appendix A to the City of Round Rock Code of Ordinances and removes all references of nonresident fees with regards to the Library and Parks and Recreation and is a companion item to the ordinance considered earlier on this agenda. The concept of eliminating nonresident fees for Parks and Recreation activities and Library cards was discussed and favorably received at the Council's most recent retreat in February.

In an effort to deliver a better experience to all of those that attend Parks and Recreation activities and obtain Library cards, staff feels eliminating the nonresident fees would be a good idea. Checking residency is time consuming for staff and often times confusing for patrons. Discussions of resident can back up lines when entering pools like the Rock'N River and hold up the line at the Library for residents and nonresidents alike.

The lost money, while not insignificant, represents only .17% of general fund revenues. Current preliminary budget preparations have taken this revenue estimate reduction into account.

Staff recommends approval.

RESOLUTION NO. R-2015-2480

A RESOLUTION AMENDING “APPENDIX A: FEES, RATES AND CHARGES” TO THE CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS, RELATED TO CHAPTER 20, LIBRARY FEES AND CHAPTER 26, PARKS AND RECREATION FEES.

WHEREAS, the City wishes to amend certain Library fees and repeal certain Library and Parks and Recreation fees for nonresidents; Now Therefore

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

I.

That “Appendix A: Fees, Rates and Charges” to the Code of Ordinances, City of Round Rock, Texas, related to Chapter 20 – Library and Chapter 29 – Parks and Recreation, is hereby amended to read as shown on Exhibit A, hereto attached and incorporated herein.

II.

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 14th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

APPENDIX A - FEES, RATES AND CHARGES

CHAPTER 20 - LIBRARY		
20-1(b)(4)	Fee for nonresident library card	
	— Annual nonresident card for single user, non-refundable, valid for one year from issuance date	\$25.00
	— Annual nonresident card for a family, non-refundable, valid for one year from issuance date	\$40.00
	— Quarterly nonresident card for single user, non-refundable, valid for three months from issuance date	\$7.00
20-1(c)	Late return fee	
	Young children books (BB, E, ENF, ER) <u>All circulating physical materials except laptops (includes books, audiobooks, DVDs, music, magazines, etc...)</u>	\$0.20 per day per item, with maximum of \$8.00
	All other circulating book material and audio cassettes <u>Laptops</u>	\$0.20 per day per item, with maximum of \$8.00 <u>\$1.00 per hour with a maximum of \$8.00</u>
	Videocassettes and DVDs	\$0.20 per day per item, with maximum of \$8.00
20-1(d)	Miscellaneous fees	
	Lost card replacement	\$1.00
	Book reserve fee <u>if reserved item is not picked up within 7 days</u>	\$0.50 <u>1.00</u> per item
	Interlibrary loan for incoming materials	Postage and miscellaneous user fees

		charged by the lending library
	Interlibrary loan for outgoing materials	Postage, photocopy fees, and any miscellaneous user fees shall be charged to borrowing libraries according to rates in their lending policies, if any
20-1(e)(1)	Fees for <u>irreparable</u> damaged books <u>items</u>	<u>Replacement cost – price in record or current retail price</u>
	— Torn page, repairable	\$0.50 per page
	— Scribbled page, repairable, readable	\$0.75 per page
	— Damaged spine, repairable in-house	\$2.00
	— Damaged plastic cover	\$1.00
	Damaged/missing barcode	\$0.75
	Damaged/missing pages, up to 5 pages, black/white image	\$3.00 if photocopy can be obtained
20-1(e)(2)b.	Exceptions to standard replacement costs for print material <u>Fees for replaceable audio CDs</u>	<u>\$12.00 per missing disc</u>
	— Juvenile paperbacks	\$6.00
	— Board books	\$5.00
	— Audiovisual material no longer in distribution:	
	Audiobooks (books on tape)	
	— Single cassette, unabridged	\$10.00
	— Single cassette, abridged	\$10.00
	— Set, unabridged	\$60.00

	—— Set, abridged	\$30.00
	—— Books on CD	
	Single CD, unabridged	\$18.00
	—— Single CD, abridged	\$18.00
	—— Set, unabridged	\$85.00
	—— Set, abridged	\$35.00
	—— Music CDs	
	—— Single CD	\$18.00
	—— 2 disc set	\$30.00
	3 or more disc set	\$45.00
	—— VHS tapes	\$18.00 per tape
	—— DVD	\$18.00 per disc
20-1(e)(4)(5)	Damaged/lost audio, video, CD and DVD cases	
	—— Video cases	\$5.50
	Audio cases to hold the following:	
	—— 1 tape	\$7.00
	—— 2 tapes	\$7.00
	—— 3 tapes	\$8.00
	—— 4 tapes	\$9.00
	6 tapes	\$10.00

	— 8 tapes	\$10.00
	— 12 tapes	\$11.00
	— CD cases to hold the following:	
	— 1 CD	\$10.00
	— 2 CDs	\$11.00
	— 4 CDs	\$11.00
	— 6 CDs	\$12.00
	— 8 CDs	\$13.00
	— 10 CDs	\$14.00
	— 12 CDs	\$15.00
	14 CDs	\$16.00
	— 16 CDs	\$18.00
	— 20 CDs	\$19.00
	— DVD cases	\$5.00
20-1(e)(5)	Damaged/lost audios, videos, CDs and DVDs	
	— Audiocassettes (unabridged materials), per damaged or missing cassette, if Library has a single cassette replacement agreement with a distributor or manufacturer	\$10.00
	— Audiocassettes (unabridged materials), per damaged or missing cassette, if Library does not have a single cassette replacement agreement with a distributor or manufacturer	Full replacement cost for entire set, even if only one audiocassette is damaged

	Audiocassettes (abridged materials): in most cases, abridged materials will be replaced at current replacement cost for a complete set	
	—— 1 to 15 uses	Full replacement cost
	—— 16 to 25 uses	1/2 full replacement cost
	—— 26 or more uses	No charge
	—— Videotapes	
	—— 1 to 75 uses	Full replacement cost
	—— 76 to 150 uses	1/2 full replacement cost
	—— 151 or more uses	No charge
	—— CDs	
	—— 1 to 25 uses	Full replacement cost
	—— 26 to 50 uses	1/2 full replacement cost
	—— 51 or more uses	No charge
	DVDs	Full replacement cost regardless of age of material
20-1(f)(1)	Library equipment fees	
	Public access computers (in-house use)	\$0.10 per page printed regardless if paper is supplied by user
	Paper <u>Flash Drive</u>	\$0.10 per 5 sheets <u>\$8.00</u>
	Photocopies (in-house use)	
	Black and white copy	\$0.10 per page

	Color copy	\$1.00 per page
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20-1(f)(2)d.	Room rates				
	Henry Lathin Meeting Room - A or B				
	<i>Group Type</i>	<i>Rate</i>	<i>Time</i>	<i>Additional Fees</i>	<i>Notes</i>
	Resident Non-profit	\$15.00	2 hr minimum	\$15.00 per hour, added onto the 2 hour	May be used at this rate only one time per month. Additional use is \$15.00 per hr with a \$120.00 daily maximum
	Nonresident Non-profit	\$20.00	2 hr minimum	\$20.00 per hour, added onto the 2 hour	May be used at this rate only one time per month. Additional use is \$20.00 per hr with a \$160.00 daily maximum
	Resident Private persons, organizations, businesses	\$70.00	2 hr minimum	\$70.00 per hour thereafter	May be used at this rate only one day per month. Additional use is \$70.00 per hr with a \$560.00 daily maximum
	Nonresident Private persons, organizations, businesses	\$90.00	2 hr minimum	\$90.00 per hour thereafter	May be used at this rate only one day per month. Additional use is \$90.00 per hr with a \$720.00 daily maximum
	<i>Additional Fees</i>				
	Kitchen use	\$10.00			Hourly rate, maximum \$40.00 per day, non-refundable
	Security deposit	\$100.00			Non-refunded if cancellation made within 7 days of event date; non- refunded if room is not left in

					condition in which it was borrowed
	Equipment	See notes			Overhead projector (if reserved in advance) \$10.00; if not reserved in advance, 50% increase over base rate
					VCR/TV set up (if reserved in advance) \$25.00; if not reserved in advance, 50% increase over base rate
					Computer projector (if reserved in advance) \$100.00; if not reserved in advance, 50% increase over base rate
20-1(f)(2)d.	Room rates				
	Henry Lathin Meeting Room - Combined A and B				
	Resident Non-profit	\$25.00	2 hr minimum	\$25.00 per hour, added onto the 2 hour	May be used at this rate only one time per month. Additional use is \$25.00 per hr with a \$200.00 daily maximum
	Nonresident Non-profit	\$32.00	2-hr minimum	\$32.00 per hour, added onto the 2 hour	May be used at this rate only one time per month. Additional use is \$32.00 per hr with a \$256.00 daily maximum
	Resident Private persons, organizations, businesses	\$100.00	2 hr minimum	\$100.00 per hour thereafter	May be used at this rate only one day per month. Additional use is \$100.00 per hr with an \$800.00 daily maximum
	Nonresident Private persons, organizations, businesses	\$125.00	2-hr minimum	\$125.00 per hour thereafter	May be used at this rate only one day per month. Additional use is \$125.00 per hr with a \$1,000.00 daily maximum
	Additional Fees				

	Kitchen use	\$16.00			Hourly rate, maximum \$64.00 per day, non-refundable
	Security deposit	\$160.00			Non-refunded if cancellation made within 14 days of event date; non-refunded if room is not left in condition in which it was borrowed
	Equipment	See notes			Overhead projector (if reserved in advance) \$10.00; if not reserved in advance, 50% increase over base rate
					VCR/TV set-up (if reserved in advance) \$25.00; if not reserved in advance, 50% increase over base rate
					Computer projector (if reserved in advance) \$100.00; if not reserved in advance, 50% increase over base rate
20-1(f)(2)d-	Room rates				
	Children's Area Room:				
	Resident Non-profit	\$10.00	2-hr minimum	\$10.00 per hour, added onto the 2-hour	May be used at this rate only one time per month. Additional use is \$10.00 per hr with an \$80.00 daily maximum
	Nonresident Non-profit	\$15.00	2-hr minimum	\$12.00 per hour, added onto the 2-hour	May be used at this rate only one time per month. Additional use is \$15.00 per hr with a \$120.00 daily maximum
	Resident Private persons, organizations, businesses	\$20.00	2-hr minimum	\$15.00 per hour thereafter	May be used at this rate only one time per month. Additional use is \$20.00 per hr with a \$160.00 daily maximum
	Nonresident Private	\$25.00	2-hr	\$19.00 per hour	May be used at this rate only one time per month. Additional use is \$25.00

	persons, organizations, businesses		minimum	thereafter	per hr with a \$200.00 daily maximum
	<i>Additional Fees</i>				
	Security deposit	\$50.00			Non-refunded if cancellation made within 7 days of event date; non- refunded if room is not left in condition in which it was borrowed
	Equipment	See notes			Overhead projector (if reserved in advance) \$10.00; if not reserved in advance, 50% increase over base rate
					VCR/TV set-up (if reserved in advance) \$25.00; if not reserved in advance, 50% increase over base rate
					Computer projector (if reserved in advance) \$100.00; if not reserved in advance, 50% increase over base rate

<i>Section</i>	<i>Subject</i>	<i>Amount</i>
20- 1(g)(2)	Computer lab fee	\$100.00 per hour with a maximum of \$400.00 per day
	Minimum amount of insurance coverage for spectators and property	\$300,000.00 combined single limit
CHAPTER 26 - PARKS AND RECREATION		
Article II. Park Regulations:		

26-21	Use and rental fees:	
	Park facilities:	
	Resident and nonresident individuals, clubs, organizations, or businesses may rent parks and recreation facilities, when available, for a fee per function as follows:	
	Pavilions in neighborhood parks	\$25.00 for residents \$50.00 for nonresidents
	Pavilions in Old Settlers Park	\$100.00 for residents \$125.00 for nonresidents
	Kinningham Recreation Center	\$200.00/4 hours for residents, plus \$20.00 per additional hour \$225.00/4 hours for nonresidents, plus \$20.00 per additional hour
	Rabb House	Entire Facility: \$1,500.00/12 hours for residents \$750.00/4 hours for residents
		\$1,750.00/12 hours for nonresidents \$1,000.00/4 hours for nonresidents
		\$500.00 refundable damage deposit
		Lower Level Pavilion:
		\$300.00/4 hours for residents , plus \$20.00 per additional

		hour
		\$350.00/4 hours for nonresidents, plus \$20.00 per additional hour
		\$100.00 refundable damage deposit
	Sports facility lights	\$18.00 per hour for both residents and nonresidents
	Concession stand	\$20.00 per day for residents \$45.00 per day for nonresidents
	Deposit: A \$100.00 deposit shall be required to rent parks and recreation facilities. Upon City's inspection and determination that facilities have not been damaged and that clean-up costs have not been incurred, such deposit shall be refunded	\$100.00
	Pools:	
	Resident and nonresident individuals, clubs, organizations, or businesses may rent City pools, when available, for an hourly rate, with a minimum of two hours and a maximum of four hours, as follows:	
	Lake Creek Pool:	
	100 people or less	\$100.00 for residents \$125.00 for nonresidents
	101 to 150 people	\$110.00 for residents \$135.00 for nonresidents
	151 to 200 people	\$120.00 for residents

		\$145.00 for nonresidents
	Micki Krebsbach Pool:	
	200 people or less	\$170.00 for residents \$195.00 for nonresidents
	201 to 400 people	\$210.00 for residents \$235.00 for nonresidents
	401 to 600 people	\$250.00 for residents \$275.00 for nonresidents
	Rock'n River Family Aquatic Center:	
	200 people or less	\$405.00 for residents \$430.00 for nonresidents
	201 to 400 people	\$435.00 for residents \$460.00 for nonresidents
	Deposit: A \$100.00 deposit shall be required to rent a City pool. Upon City's inspection and determination that facilities have not been damaged and that clean-up costs have not been incurred, such deposit shall be refunded	\$100.00
26-21	Equipment:	
	Recreation kit	\$25.00 for residents \$30.00 for nonresidents
	Clay Madsen Recreation Center room rental rates:	
	Large meeting room, for social services or charitable organizations (resident)	\$10.00 per hour
	Large meeting room, for private persons, organizations, businesses (resident)	\$35.00 per hour
	Kitchen, for social services or charitable organizations (resident)	\$25.00 per hour

	Kitchen, for private persons, organizations, businesses (resident)	\$35.00 per hour
	Multi-purpose room, for social services or charitable organizations (resident)	\$5.00 per hour
	Multi-purpose room, for private persons, organizations, businesses (resident)	\$20.00 per hour
	Gym (1/2 court), for social services or charitable organizations (resident)	\$50.00 per hour
	Gym (1/2 court), for private persons, organizations, businesses (resident)	\$50.00 per hour
	Pool parties (resident)	Room cost, plus \$3.00 per swimmer per hour
	—For Clay Madsen Recreation Center, the following apply: an additional \$5.00 per hour shall be charged for nonresidents; all reservations are based on availability; and all reservations must occur during normal operating hours	
	Clay Madsen Recreation Center membership fees:	
	Family (resident)	\$270.00 annually \$70.00 quarterly \$25.00 monthly
	Couple (21-54 years) (resident)	\$190.00 annually \$50.00 quarterly \$20.00 monthly
	Senior couple (55 years and over) (resident)	\$110.00 annually \$30.00 quarterly \$15.00 monthly
	Individual (21-54 years) (resident)	\$120.00 annually \$35.00 quarterly \$15.00 monthly

	Senior individual (55 years and over) (resident)	\$65.00 annually \$20.00 quarterly \$10.00 monthly
	Youth (up to 20 years) (resident)	\$65.00 annually \$20.00 quarterly \$10.00 monthly
	Corporate (20 or more people) (resident)	\$75.00 per person annually
	— For Clay Madsen Recreation Center membership fees, the following apply: an additional \$10.00 per month shall be charged for nonresidents; an additional \$5.00 per month shall be charged for senior nonresidents; fees include access to gym, pool, racquetball courts, weight room, game room, TV room; fees do not include classes, leagues, events, tournaments, and concessions; programs scholarships are available	
	Clay Madsen Recreation Center walk-in fees:	
	Individual (21-54 years)	\$5.00 for residents \$10.00 for nonresidents
	Senior individual (55 years and over)	\$2.50 for residents \$5.00 for nonresidents
	Youth (up to 20 years)	\$1.00 for residents \$5.00 for nonresidents
	For Clay Madsen Recreation Center walk-in fees, the following apply: first visit requires an additional \$5.00 ID card fee; ID card must be presented on subsequent visits	
	Allen R. Baca Center for Senior and Community Activities membership fees:	
	Resident a Aged 50 and over	\$25.00 annually \$3.00 monthly \$1.00 walk-in/day use

	—Nonresident—aged 50 and over	\$30.00 annually \$7.00 monthly
	—Resident— <u>a</u> Aged 50 and over (weight room included)	\$50.00 annually \$9.00 monthly
	—Nonresident—aged 50 and over (weight room included)	\$60.00 annually \$15.00 monthly
	Resident— <u>a</u> Aged 21—49 (weight room only)	\$65.00 annually \$12.00 monthly \$5.00 walk-in/day use
	—Nonresident—aged 21—49 (weight room only)	\$100.00 annually \$17.00 monthly \$6.00 walk-in/day use
	Clay Madsen Recreation Center (CMRC) and Allen R. Baca Center for Senior and Community Activities (BCSCA) joint membership fees:	
	All access to both the CMRC and BCSCA facilities, excluding weight room:	
	—Resident— <u>a</u> Aged 55 and over	\$80.00 annually
	—Nonresident—aged 55 and over	\$130.00 annually
	All access to both the CMRC and BCSCA weight room:	
	—Resident— <u>a</u> Aged 21—49	\$140.00 annually
	—Nonresident—aged 21—49	\$260.00 annually
	—Resident— <u>a</u> Aged 55 and over	\$80.00 annually
	—Nonresident—aged 55 and over	\$130.00 annually
	Allen R. Baca Center for Senior and Community Activities rental fees for residents (Monday—Thursday, and Friday until 5:00 pm:	

	Grand meeting room (3,000 square feet) (capacity 465)	\$60.00 for 1 hour \$180.00 for 4 hours \$360.00 all day/8:00 am - 10:00 pm \$250.00 security deposit \$55.00 additional hours
	Grand meeting room with kitchen (3,200 square feet) (capacity 469)	\$65.00 for 1 hour \$195.00 for 4 hours \$390.00 all day/ 8:00 am - 10:00 pm \$350.00 security deposit \$60.00 additional hours
	Meeting room no. 1 (1,155 square feet) (capacity 77)	\$20.00 for 1 hour \$60.00 for 4 hours N/A all day \$50.00 security deposit \$15.00 additional hours
	Meeting room no. 2 (1,155 square feet) (capacity 77)	\$20.00 for 1 hour \$60.00 for 4 hours N/A all day \$50.00 security deposit \$15.00 additional hours
	Computer room (756 square feet) (capacity 21)	\$15.00 for 1 hour \$45.00 for 4 hours N/A all day \$1,000.00 security deposit \$10.00 additional hours
	Arts and crafts room (864 square feet) (capacity 36)	\$20.00 for 1 hour \$60.00 for 4 hours N/A all day \$50.00 security deposit \$15.00 additional hours
	Aerobics room (1,094 square feet) (capacity 36)	\$20.00 for 1 hour \$60.00 for 4 hours

		N/A all day \$50.00 security deposit \$15.00 additional hours
	Weight room (1,480 square feet) (capacity 33)	\$30.00 for 1 hour \$90.00 for 4 hours N/A all day \$1,000.00 security deposit \$25.00 additional hours
	Dining room (2,596 square feet) (capacity 368)	\$50.00 for 1 hour \$150.00 for 4 hours N/A all day \$200.00 security deposit \$45.00 additional hours
	Billiard room (558 square feet) (capacity 24)	\$15.00 for 1 hour
		\$45.00 for 4 hours N/A all day \$500.00 security deposit \$10.00 additional hours
	TV/game room (496 square feet) (capacity 24)	\$15.00 for 1 hour \$45.00 for 4 hours N/A all day \$500.00 security deposit \$10.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen (5,510 square feet) (capacity 623)	\$100.00 for 1 hour \$300.00 for 4 hours N/A all day \$500.00 security deposit \$90.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen, billiard room, TV/game room (6,564 square feet) (capacity 671)	\$130.00 for 1 hour \$300.00 for 4 hours N/A all day \$1,000.00 security deposit

		\$120.00 additional hours
	All rentals of the Allen R. Baca Center for Senior and Community Activities include lobby space and parking garage access	
	Allen R. Baca Center for Senior and Community Activities rental fees for residents (Friday, after 5:00 pm, Saturday and Sunday:	
	Grand meeting room (3,000 square feet) (capacity 465)	\$95.00 for 1 hour \$285.00 for 4 hours \$570.00 all day 8:00am - 10:00 pm \$250.00 security deposit \$85.00 additional hours
	Grand meeting room with kitchen (3,200 square feet) (capacity 469)	\$110.00 for 1 hour \$330.00 for 4 hours \$660.00 all day 8:00 am - 10:00 pm \$350.00 security deposit \$90.00 additional hours
	Meeting room no. 1 (1,155 square feet) (capacity 77)	\$35.00 for 1 hour \$105.00 for 4 hours \$210.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$25.00 additional hours
	Meeting room no. 2 (1,155 square feet) (capacity 77)	\$35.00 for 1 hour \$105.00 for 4 hours \$210.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$25.00 additional hours
	Computer room (756 square feet) (capacity 21)	\$25.00 for 1 hour \$75.00 for 4 hours \$150.00 all day >8:00 am - 10:00 pm \$1,000.00 security

		deposit \$20.00 additional hours
	Arts and crafts room (864 square feet) (capacity 36)	\$25.00 for 1 hour \$75.00 for 4 hours \$150.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$20.00 additional hours
	Aerobics room (1,094 square feet) (capacity 36)	\$35.00 for 1 hour \$105.00 for 4 hours \$210.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$25.00 additional hours
	Weight room (1,480 square feet) (capacity 33)	\$45.00 for 1 hour \$135.00 for 4 hours \$270.00 all day >8:00 am - 10:00 pm \$1,000.00 security deposit \$40.00 additional hours
	Dining room (2,596 square feet) (capacity 368)	\$75.00 for 1 hour \$225.00 for 4 hours \$450.00 all day >8:00 am - 10:00 pm \$200.00 security deposit \$65.00 additional hours
	Billiard room (558 square feet) (capacity 24)	\$20.00 for 1 hour \$60.00 for 4 hours \$120.00 all day >8:00 am - 10:00 pm \$500.00 security deposit \$15.00 additional hours
	TV/game room (496 square feet) (capacity 24)	\$20.00 for 1 hour \$60.00 for 4 hours

		\$120.00 all day >8:00 am - 10:00 pm \$500.00 security deposit \$15.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen (5,510 square feet) (capacity 623)	\$165.00 for 1 hour \$495.00 for 4 hours \$990.00 all day >8:00 am - 10:00 pm \$500.00 security deposit \$150.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen, billiard room, TV/game room (6,564 square feet) (capacity 671)	\$205.00 for 1 hour \$615.00 for 4 hours \$1,230.00 all day >8:00 am - 10:00 pm \$1,000.00 security deposit \$175.00 additional hours
	All rentals of the Allen R. Baca Center for Senior and Community Activities include lobby space and parking garage access	
	Grand meeting room (3,000 square feet) (capacity 465)	\$95.00 for 1 hour \$285.00 for 4 hours \$570.00 all day >8:00 am - 10:00 pm \$250.00 security deposit \$85.00 additional hours
	Grand meeting room with kitchen (3,200 square feet) (capacity 469)	\$110.00 for 1 hour \$330.00 for 4 hours \$660.00 all day >8:00 am - 10:00 pm \$350.00 security deposit \$90.00 additional hours
	Meeting room no. 1 (1,155 square feet) (capacity 77)	\$35.00 for 1 hour \$105.00 for 4 hours N/A all day \$50.00 security deposit

		\$25.00 additional hours
	Meeting room no. 2 (1,155 square feet) (capacity 77)	\$35.00 for 1 hour \$105.00 for 4 hours N/A all day \$50.00 security deposit \$25.00 additional hours
	Computer room (756 square feet) (capacity 21)	\$25.00 for 1 hour \$75.00 for 4 hours N/A all day \$1,000.00 security deposit \$20.00 additional hours
	Arts and crafts room (864 square feet) (capacity 36)	\$25.00 for 1 hour \$75.00 for 4 hours N/A all day \$50.00 security deposit \$20.00 additional hours
	Aerobics room (1,094 square feet) (capacity 36)	\$35.00 for 1 hour \$105.00 for 4 hours N/A all day \$50.00 security deposit \$25.00 additional hours
	Weight room (1,480 square feet) (capacity 33)	\$45.00 for 1 hour \$135.00 for 4 hours N/A all day \$1,000.00 security deposit \$40.00 additional hours
	Dining room (2,596 square feet) (capacity 368)	\$75.00 for 1 hour \$225.00 for 4 hours N/A all day \$200.00 security deposit \$65.00 additional hours

	Billiard room (558 square feet) (capacity 24)	\$20.00 for 1 hour \$60.00 for 4 hours N/A all day \$500.00 security deposit \$15.00 additional hours
	TV/game room (496 square feet) (capacity 24)	\$20.00 for 1 hour \$60.00 for 4 hours N/A all day \$500.00 security deposit \$15.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen (5,510 square feet) (capacity 623)	\$165.00 for 1 hour \$495.00 for 4 hours N/A all day \$500.00 security deposit \$150.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen, billiard room, TV/game room (6,564 square feet) (capacity 671)	\$205.00 for 1 hour \$615.00 for 4 hours N/A all day \$1,000.00 security deposit \$175.00 additional hours
	All rentals of the Allen R. Baca Center for Senior and Community Activities include lobby space and parking garage access	
	Allen R. Baca Center for Senior and Community Activities rental fees for nonresidents (Friday, after 5:00 pm, Saturday and Sunday:	
	Grand meeting room (3,000 square feet) (capacity 465)	\$150.00 for 1 hour \$450.00 for 4 hours \$900.00 all day >8:00 am - 10:00 pm \$250.00 security deposit \$125.00 additional hours
	Grand meeting room with kitchen (3,200 square feet) (capacity 469)	\$160.00 for 1 hour \$480.00 for 4 hours \$960.00 all day

		>8:00 am - 10:00 pm \$350.00 security deposit \$130.00 additional hours
	Meeting room no. 1 (1,155 square feet) (capacity 77)	\$60.00 for 1 hour \$180.00 for 4 hours \$360.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$50.00 additional hours
	Meeting room no. 2 (1,155 square feet) (capacity 77)	\$60.00 for 1 hour \$180.00 for 4 hours \$360.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$50.00 additional hours
	Computer room (756 square feet) (capacity 21)	\$40.00 for 1 hour \$120.00 for 4 hours \$240.00 all day >8:00 am - 10:00 pm \$1,000.00 security deposit \$30.00 additional hours
	Arts and crafts room (864 square feet) (capacity 36)	\$40.00 for 1 hour \$120.00 for 4 hours \$240.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$30.00 additional hours
	Aerobics room (1,094 square feet) (capacity 36)	\$55.00 for 1 hour \$165.00 for 4 hours \$330.00 all day >8:00 am - 10:00 pm \$50.00 security deposit \$45.00 additional hours

	Weight room (1,480 square feet) (capacity 33)	\$75.00 for 1 hour \$225.00 for 4 hours \$450.00 all day >8:00 am - 10:00 pm \$1,000.00 security deposit \$65.00 additional hours
	Dining room (2,596 square feet) (capacity 368)	\$130.00 for 1 hour \$390.00 for 4 hours \$780.00 all day >8:00 am - 10:00 pm \$200.00 security deposit \$115.00 additional hours
	Billiard room (558 square feet) (capacity 24)	\$30.00 for 1 hour \$90.00 for 4 hours \$180.00 all day >8:00 am - 10:00 pm \$500.00 security deposit \$20.00 additional hours
	TV/game room (496 square feet) (capacity 24)	\$30.00 for 1 hour \$90.00 for 4 hours \$180.00 all day >8:00 am - 10:00 pm \$500.00 security deposit \$20.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen (5,510 square feet) (capacity 623)	\$270.00 for 1 hour \$810.00 for 4 hours \$1,620.00 all day >8:00 am - 10:00 pm \$500.00 security deposit \$235.00 additional hours
	Grand meeting room, meeting room no. 1, meeting room no. 2, kitchen, billiard room, TV/game room (6,564 square feet) (capacity 671)	\$330.00 for 1 hour \$990.00 for 4 hours \$1,980.00 all day >8:00 am - 10:00 pm \$1,000.00 security

		deposit \$300.00 additional hours
	All rentals of the Allen R. Baca Center for Senior and Community Activities include lobby space and parking garage access	
	Allen R. Baca Center for Senior and Community Activities rental fees:	
	Civic and non-profit organizations, and senior citizens, shall receive a 25% discount from their rental provided that the civic, non-profit, or senior citizen is renting the Allen R. Baca Center for Senior and Community Activities for a civic, non-profit, or senior citizen event	
	Softball/baseball field rental rates:	
	Adult tournaments:	
	Field rental, per field, per day	\$60.00 for residents \$85.00 for nonresidents
	Concession stand (McNeil only)	\$20.00 per day
	Light fee	\$18.00 per hour
	Deposits:	
	Bases	\$150.00 per field
	Keys	\$50.00
	Litter/damage	\$100.00 per complex
	Youth tournaments:	
	Field rental, per field, per day	\$25.00
	Light fee	\$18.00 per hour

	Deposits:	
	Bases	\$150.00 per field
	Keys	\$50.00
	Litter/damage	\$100.00 per complex
	Softball/baseball camps/clinics	
	Field rental, per field, per day	\$100.00 for adults \$50.00 for youths
	Light fee	\$18.00 per hour
	Deposits:	
	Bases	\$150.00 per field
	Keys	\$50.00
	Litter/damage	\$100.00 per complex
	Select leagues:	
	Field rental, per field, per day	\$25.00
	Light fee	\$18.00 per hour
	Deposits:	
	Keys	\$50.00
	Litter/damage	\$25.00 per field
	Practices:	
	Field rental, per field, per hour	\$12.00 per hour
	School tournaments:	

	Field rental, per field	\$85.00 per field
	Youth sports association facility fees:	
	Field sports:	
	All youth associations shall reimburse the City for the cost of marble dust and infield topping used	
	Pool sports:	
	From May 1 to the date school begins in the fall semester in accordance with the Round Rock ISD calendar, recreational swim teams shall pay the City \$12.00 per hour for the Lake Creek Pool, and \$18.00 per hour for the Micki Krebsbach Pool for use for practices and/or swim meets	
	From the date school begins in the fall semester in accordance with the Round Rock ISD calendar to April 30, recreational swim teams shall pay their pro rata share of actual costs of operating and maintaining the pool	
	Municipal pool admission:	
	Daily admission fees to Rock'n River Family Aquatic Center	
	—Resident-y Youth (17 years and under)	\$5.00
	—Resident-a Adult (18—54 years)	\$6.00
	—Resident-s Senior (55 year and over)	\$5.00
	Nonresident youth (17 years and under)	\$6.00
	—Nonresident adult (18—54 years)	\$7.00
	—Nonresident senior (55-year and over)	\$6.00
	Daily admission fees to Micki Krebsbach Pool	

	—Resident y <u>Y</u> outh (17 years and under)	\$1.50
	Resident a <u>A</u> dult (18—54 years)	\$2.50
	—Resident s <u>S</u> enior (55 year and over)	\$1.50
	—Nonresident youth (17 years and under)	\$2.50
	—Nonresident adult (18—54 years)	\$3.50
	—Nonresident senior (55 year and over)	\$2.50
	Daily admission fees to Lake Creek Pool:	
	—Resident y <u>Y</u> outh (17 years and under)	\$1.00
	—Resident a <u>A</u> dult (18—54 years)	\$2.00
	Resident s <u>S</u> enior (55 year and over)	\$1.00
	—Nonresident youth (17 years and under)	\$2.00
	—Nonresident adult (18—54 years)	\$3.00
	—Nonresident senior (55 year and over)	\$2.00
	10-visit pass fees to Rock'n River Family Aquatic Center	
	—Resident y <u>Y</u> outh (17 years and under)	\$37.50
	—Resident a <u>A</u> dult (18-54 years)	\$45.00
	—Resident s <u>S</u> enior (55 year and over)	\$37.50
	—Nonresident youth (17 years and under)	\$47.50
	—Nonresident adult (18-54 years)	\$55.00
	—Nonresident senior (55 year and over)	\$47.50

	10-visit pass fees to Micki Krebsbach Pool	
	—Resident y Y <u>outh</u> (17 years and under)	\$11.25
	Resident a A <u>du</u> lt (18-54 years)	\$18.75
	Resident s S <u>enior</u> (55 year and over)	\$11.25
	—Nonresident youth (17 years and under)	\$21.25
	Nonresident adult (18-54 years)	\$28.75
	—Nonresident senior (55 year and over)	\$21.25
	10-visit pass fees to Lake Creek Pool	
	—Resident y Y <u>outh</u> (17 years and under)	\$7.50
	—Resident a A <u>du</u> lt (18-54 years)	\$15.00
	Resident s S <u>enior</u> (55 year and over)	\$7.50
	Nonresident youth (17 years and under)	\$17.50
	—Nonresident adult (18-54 years)	\$25.00
	—Nonresident senior (55 year and over)	\$17.50
	Season pool passes	
	Youth pass	\$75.00 for residents \$125.00 for nonresidents \$37.50 for residents after 2nd Monday in July \$87.50 for nonresidents after 2nd Monday in July
	Adult pass	\$112.00 for residents \$162.00 for nonresidents \$56.00 for residents after

		2nd Monday in July \$106.00 for nonresidents after 2nd Monday in July
	Senior pass	\$75.00 for residents \$125.00 for nonresidents \$37.50 for residents after 2nd Monday in July \$87.50 for nonresidents after 2nd Monday in July
	Family pass	\$225.00 for residents \$325.00 for nonresidents \$112.50 for residents after 2nd Monday in July \$187.50 for nonresidents after 2nd Monday in July



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a contract with Prota, Inc. for the Reuse Water Transmission Main - Phase VI Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/14/2015

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

Cost: \$482,000.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab, Map

Department: Utilities and Environmental Services

Text of Legislative File 2015-2455

On October 23, 2014, the City entered into a Professional Services Contract with Freese and Nichols for Design, Bid, and Construction Phase Services of a 12-inch Reuse Water Transmission Main beginning at the north end of Phase II, which is a 12-inch Reuse Water Transmission Main, and extending northerly along the "MOKAN R.O.W.". The project will continue through the Avery Centre East and Nelson properties and terminate at the north side of University Boulevard. This reuse water line is being constructed to serve the Avery North Development (Vizcaya). This project continues the City's efforts to provide Reuse Water to the developing Northeast area of Round Rock.

On April 2, 2015, ten bids were submitted and the lowest bid in the amount of \$482,000 was submitted by Prota, Inc. This amount was below the engineer's estimate of \$764,560. The City's Utilities and Environmental Services staff recommends approval of this contract to Prota, Inc.

Cost: \$482,000.00

Source of Funds: Self-financed Water Construction

Staff recommends approval.

RESOLUTION NO. R-2015-2455

WHEREAS, the City of Round Rock has duly advertised for bids for the Reuse Water Transmission Main – Phase VI Project; and

WHEREAS, Prota, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Prota, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Prota, Inc. for the Reuse Water Transmission Main – Phase VI 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 14th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 • Austin, Texas 78759 • 512-617-3100 • fax 512-617-3101

www.freese.com

April 3, 2015

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

Re: City of Round Rock
Phase VI – Reuse Water Transmission Main
Award Recommendation

Dear Mr. Zapata:

Ten (10) bids were received on April 2, 2015 at 2:00 PM, opened and read aloud at the bid opening for the Phase VI – Reuse Water Transmission Main project. All bidders acknowledged the receipt of the addendum that was issued, included a bid security, and provided the statement of safety experience. There were errors in three of the bids. One bidder provided less than the minimum linear footage of trench safety required. Two bidders did not include bids at all for trench safety, and one of these two also made an arithmetic error. The errors in the bids did not affect the two lowest bidders. The third lowest bidder was one of the bidders that did not include an amount for Trench Safety.

Attached are the detailed bid tabulation and the original bids received for your records.

The City of Round Rock has had a positive experience working with the low bidder, Prota, Inc., on past City water projects. Accordingly, we would recommend that the City award the construction contract to Prota, Inc.

If you need any additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anne Carrel'.

Anne Carrel, P.E.
Freese and Nichols, Inc.
Project Manager

Attachments:
Detailed Bid Tabulation
Original Bids (sent via mail)



BID TABULATION

CLIENT: City of Round Rock
PROJECT: Phase VI - Reuse Water Transmission Main

PROJECT NO: RRK14574
BID DATE: 2-Apr-15

CONTRACTOR:				PROTA, INC.		WHITESTONE CIVIL CONSTRUCTION, LLC		PATIN CONSTRUCTION LLC		AUSTIN UNDERGROUND INC		CASH CONSTRUCTION COMPANY, INC		SMITH CONTRACTING COMPANY, INC	
	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	CLEARING AND GRUBBING	7.2	AC	\$1,700.00	\$12,240.00	\$2,000.00	\$14,400.00	\$680.00	\$4,896.00	\$3,161.00	\$22,759.20	\$2,000.00	\$14,400.00	\$1,000.00	\$7,200.00
2	BORING 24" STEEL PIPE	140	LF	\$335.00	\$46,900.00	\$375.00	\$52,500.00	\$450.00	\$63,000.00	\$350.00	\$49,000.00	\$500.00	\$70,000.00	\$475.00	\$66,500.00
3	ENCASEMENT PIPE 24" STEEL PIPE	124	LF	\$177.00	\$21,948.00	\$120.00	\$14,880.00	\$100.00	\$12,400.00	\$170.00	\$21,080.00	\$135.00	\$16,740.00	\$110.00	\$13,640.00
4	TRENCH SAFETY SYSTEMS	6,042	LF	\$1.00	\$6,042.00	\$1.00	\$6,042.00	\$0.00	\$0.00	\$2.94	\$18,016.32	\$0.50	\$3,021.00	\$1.00	\$6,042.00
5	PIPE-12" PVC (DR-18, CLASS 235)	5,927	LF	\$37.50	\$222,262.50	\$50.00	\$296,350.00	\$56.00	\$331,912.00	\$61.00	\$361,547.00	\$68.00	\$403,036.00	\$65.00	\$385,255.00
6	PIPE- 12" DI (MIN CLASS 250)	223	LF	\$79.50	\$17,728.50	\$85.00	\$18,955.00	\$70.00	\$15,610.00	\$91.00	\$20,293.00	\$90.00	\$20,070.00	\$103.00	\$22,969.00
7	PIPE- 24" DI (CLASS 250)	32	LF	\$815.00	\$26,080.00	\$680.00	\$21,760.00	\$190.00	\$6,080.00	\$171.00	\$5,472.00	\$180.00	\$5,760.00	\$700.00	\$22,400.00
8	CEMENT STABILIZED BACKFILL, 12" PIPE	165	LF	\$55.00	\$9,075.00	\$100.00	\$16,500.00	\$25.00	\$4,125.00	\$112.00	\$18,480.00	\$60.00	\$9,900.00	\$40.00	\$6,600.00
9	DUCTILE IRON FITTINGS	1.56	TON	\$13,000.00	\$20,280.00	\$8,000.00	\$12,480.00	\$12,000.00	\$18,720.00	\$15,000.00	\$23,400.00	\$15,000.00	\$23,400.00	\$10,000.00	\$15,600.00
10	12" GATE VALVE	4	EA	\$2,800.00	\$11,200.00	\$2,700.00	\$10,800.00	\$4,500.00	\$18,000.00	\$4,506.00	\$18,024.00	\$2,600.00	\$10,400.00	\$4,500.00	\$18,000.00
11	8" GATE VALVE	2.0	EA	\$2,000.00	\$4,000.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$3,397.00	\$6,794.00	\$1,500.00	\$3,000.00	\$3,300.00	\$6,600.00
12	2" AIR RELEASE VALVE ASSEMBLIES	4	EA	\$3,000.00	\$12,000.00	\$4,100.00	\$16,400.00	\$8,300.00	\$33,200.00	\$4,730.00	\$18,920.00	\$2,800.00	\$11,200.00	\$5,000.00	\$20,000.00
13	PERMANENT STEEL GATE	3	EA	\$380.00	\$1,140.00	\$800.00	\$2,400.00	\$1,200.00	\$3,600.00	\$1,394.00	\$4,182.00	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00
14	CONCRETE CURB & GUTTER REPLACEMENT	10	LF	\$85.00	\$850.00	\$25.00	\$250.00	\$50.00	\$500.00	\$45.00	\$450.00	\$35.00	\$350.00	\$200.00	\$2,000.00
15	ASPHALT PAVEMENT REPAIR	6	SY	\$240.00	\$1,440.00	\$150.00	\$900.00	\$100.00	\$600.00	\$55.00	\$330.00	\$55.00	\$330.00	\$500.00	\$3,000.00
16	RECONSTRCT CONCRETE SIDEWALKS	50	SF	\$13.00	\$650.00	\$15.00	\$750.00	\$50.00	\$2,500.00	\$53.00	\$2,650.00	\$12.00	\$600.00	\$20.00	\$1,000.00
17	NATIVE SEEDING FOR EROSION CONTROL	7.2	AC	\$3,000.00	\$21,600.00	\$2,300.00	\$16,560.00	\$4,200.00	\$30,240.00	\$4,100.00	\$29,520.00	\$3,500.00	\$25,200.00	\$1,000.00	\$7,200.00
18	SWPPP IMPLEMENTATION & MAINTENANCE	1	LS	\$26,787.00	\$26,787.00	\$21,000.00	\$21,000.00	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$2,000.00	\$2,000.00	\$27,000.00	\$27,000.00
19	CARE OF WATER DURING CONSTRUCTION	1	LS	\$577.00	\$577.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$1,175.00	\$1,175.00	\$21,000.00	\$21,000.00	\$10,000.00	\$10,000.00
20	MOBILIZATION	1	LS	\$19,200.00	\$19,200.00	\$20,000.00	\$20,000.00	\$28,000.00	\$28,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00
TOTAL AMOUNT BID					\$482,000.00		\$549,827.00		\$583,883.00		\$634,792.52		\$655,407.00		\$684,606.00
				NOTES: Low Bidder				NOTES: Did not include a bid for Bid Item 4- Trench Safety.							

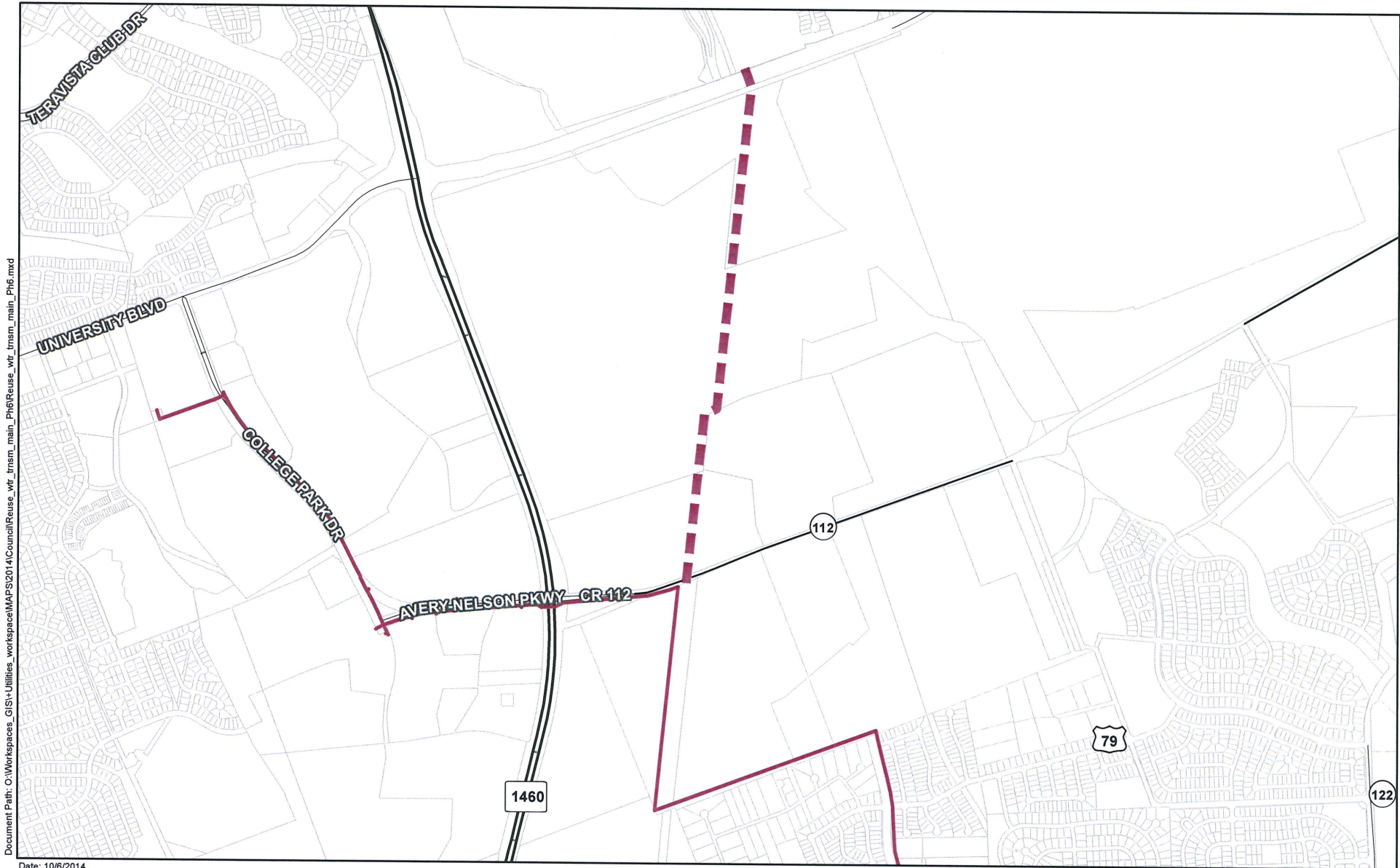


BID TABULATION

CLIENT: City of Round Rock
PROJECT: Phase VI - Reuse Water Transmission Main

PROJECT NO: RRK14574
BID DATE: 2-Apr-15

CONTRACTOR:				AARON CONCRETE CONTRACTORS LP		WAUTERS ENGINEERING LLC		CENTRAL ROAD AND UTILITY LTD		QRO MEX CONSTRUCTION COMPANY, INC.		AVERAGE		FNI ESTIMATE	
	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	CLEARING AND GRUBBING	7.2	AC	\$4,000.00	\$28,800.00	\$3,575.00	\$25,740.00	\$3,000.00	\$21,600.00	\$3,500.00	\$25,200.00	\$2,461.60	\$17,723.52	\$5,750.00	\$41,400.00
2	BORING 24" STEEL PIPE	140	LF	\$380.00	\$53,200.00	\$432.06	\$60,488.40	\$750.00	\$105,000.00	\$380.00	\$53,200.00	\$442.71	\$61,978.84	\$400.00	\$56,000.00
3	ENCASEMENT PIPE 24" STEEL PIPE	124	LF	\$122.00	\$15,128.00	\$137.31	\$17,026.44	\$130.00	\$16,120.00	\$200.00	\$24,800.00	\$140.13	\$17,376.24	\$170.00	\$21,080.00
4	TRENCH SAFETY SYSTEMS	6,042	LF	\$0.25	\$1,510.50	\$1.54	\$9,711.24	\$1.00	\$0.00	\$3.00	\$18,060.00	\$1.22	\$7,389.37	\$2.00	\$12,084.00
5	PIPE-12" PVC (DR-18, CLASS 235)	5,927	LF	\$54.00	\$320,058.00	\$48.19	\$285,622.13	\$50.00	\$296,350.00	\$70.00	\$414,890.00	\$55.97	\$331,728.26	\$70.00	\$414,890.00
6	PIPE- 12" DI (MIN CLASS 250)	223	LF	\$78.00	\$17,394.00	\$77.83	\$17,356.09	\$75.00	\$16,725.00	\$96.00	\$21,408.00	\$84.53	\$18,850.86	\$140.00	\$31,220.00
7	PIPE- 24" DI (CLASS 250)	32	LF	\$780.00	\$24,960.00	\$795.25	\$25,448.00	\$265.00	\$8,480.00	\$240.00	\$7,680.00	\$481.63	\$15,412.00	\$290.00	\$9,280.00
8	CEMENT STABILIZED BACKFILL, 12" PIPE	165	LF	\$110.00	\$18,150.00	\$57.28	\$9,451.20	\$55.00	\$9,075.00	\$150.00	\$24,750.00	\$76.43	\$12,610.62	\$100.00	\$16,500.00
9	DUCTILE IRON FITTINGS	1.56	TON	\$11,000.00	\$17,160.00	\$11,788.46	\$18,390.00	\$11,000.00	\$17,160.00	\$13,000.00	\$20,280.00	\$11,978.85	\$18,687.00	\$23,000.00	\$35,880.00
10	12" GATE VALVE	4	EA	\$2,300.00	\$9,200.00	\$2,333.43	\$9,333.72	\$4,500.00	\$18,000.00	\$2,800.00	\$11,200.00	\$3,353.94	\$13,415.77	\$2,880.00	\$11,520.00
11	8" GATE VALVE	2	EA	\$1,400.00	\$2,800.00	\$1,451.07	\$2,902.14	\$3,850.00	\$15,400.00	\$1,600.00	\$3,200.00	\$2,269.81	\$4,539.61	\$2,300.00	\$4,600.00
12	2" AIR RELEASE VALVE ASSEMBLIES	4	EA	\$4,000.00	\$16,000.00	\$2,837.14	\$11,348.56	\$5,450.00	\$21,800.00	\$3,500.00	\$14,000.00	\$4,371.71	\$17,486.86	\$2,300.00	\$9,200.00
13	PERMANENT STEEL GATE	3	EA	\$2,500.00	\$7,500.00	\$1,925.00	\$5,775.00	\$1,100.00	\$3,300.00	\$2,500.00	\$7,500.00	\$1,399.90	\$4,199.70	\$2,880.00	\$8,640.00
14	CONCRETE CURB & GUTTER REPLACEMENT	10	LF	\$80.00	\$800.00	\$47.30	\$473.00	\$110.00	\$1,100.00	\$60.00	\$600.00	\$73.73	\$737.30	\$90.00	\$900.00
15	ASPHALT PAVEMENT REPAIR	6	SY	\$170.00	\$1,020.00	\$98.97	\$593.82	\$275.00	\$1,650.00	\$70.00	\$420.00	\$171.40	\$1,028.38	\$130.00	\$780.00
16	RECONSTRCT CONCRETE SIDEWALKS	50	SF	\$52.00	\$2,600.00	\$48.27	\$2,413.50	\$40.00	\$2,000.00	\$12.00	\$600.00	\$31.53	\$1,576.35	\$20.00	\$1,000.00
17	NATIVE SEEDING FOR EROSION CONTROL	7.2	AC	\$840.00	\$6,048.00	\$3,993.00	\$28,749.60	\$1,900.00	\$13,680.00	\$2,000.00	\$14,400.00	\$2,683.30	\$19,319.76	\$2,880.00	\$20,736.00
18	SWPPP IMPLEMENTATION & MAINTENANCE	1	LS	\$27,000.00	\$27,000.00	\$28,105.00	\$28,105.00	\$33,000.00	\$33,000.00	\$10,000.00	\$10,000.00	\$17,759.20	\$17,759.20	\$11,500.00	\$11,500.00
19	CARE OF WATER DURING CONSTRUCTION	1	LS	\$16,000.00	\$16,000.00	\$11,000.00	\$11,000.00	\$1,650.00	\$1,650.00	\$10,000.00	\$10,000.00	\$7,840.20	\$7,840.20	\$23,000.00	\$23,000.00
20	MOBILIZATION	1	LS	\$18,000.00	\$18,000.00	\$43,027.67	\$43,027.67	\$29,000.00	\$29,000.00	\$50,000.00	\$50,000.00	\$27,122.77	\$27,122.77	\$34,350.00	\$34,350.00
TOTAL AMOUNT BID					\$603,328.50		\$612,955.51		\$631,090.00		\$732,188.00		\$616,782.61		\$764,560.00
								NOTES: Did not write in quantity of Bid Item 4- Trench Safety or include price of trench safety in bid. Total amount for Bid Item 11 should be \$7,700, incorrectly multiplied quantity.		NOTES: Quantity of Bid Item No. 4- Trench Safety shall be no less than 6,042 LF. Contractor wrote in 6,020.					



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Date: 10/6/2014



LEGEND

- EXISTING REUSE LINES
- - - Ph VI

**REUSE TRANSMISSION MAIN
PHASE VI**





City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Halff Associates, Inc. for the RM 620 Safety Improvements Project - Design Phase.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/14/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$682,232.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2462

The purpose of the proposed project is to improve safety and enhance mobility in the project area. The project includes a bridge to carry RM 620 traffic over the Union Pacific Railroad (UPRR) and Chisholm Trail Road. In order to maintain access to businesses and residences in the vicinity of the proposed bridge, at-grade local access roads will be constructed between Lake Creek Drive and Chisholm Trail Road. A second bridge is proposed to carry RM 620 traffic over Lake Creek Drive. The project area is within the Edwards Aquifer Recharge Zone.

On June 27, 2013, an engineering services contract for \$955,823.00 with Halff Associates, Inc. was approved by the City Council. Services covered in this contract were geometric schematic and 30% Plans, Specifications, and Estimate (PS&E).

Supplemental Agreement No. 1, approved May 8, 2014, provided for professional services to develop 60% PS&E in accordance with the approved preliminary design schematic and 30% PS&E developed for this project. The cost of these services was \$698,445.00 and brought the total contract amount with Halff Associates, Inc. to \$1,654,268.00.

Supplemental Agreement No. 2 provides for engineering, surveying, and other professional services to develop and finalize 100% PS&E, utility coordination and water/wastewater relocation design, water quality, environmental site remediation, public involvement, and right-of-way (ROW) and easement parcels for the RM 620 Safety Improvements from Deepwood Drive to IH 35. The final design will be in accordance with the approved

preliminary design schematic, 30% and 60% PS&E developed for this project and additionally renders the project "shovel ready". The cost of these services is \$682,232.00 bringing the total contract amount with Halff Associates, Inc. to \$2,336,500.00.

Cost: \$682,232.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2462

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Halff Associates, Inc. for the RM 620 Safety Improvements Project – Design Phase, and

WHEREAS, Halff Associates, Inc. has submitted Supplemental Contract No. 2 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 2 with Halff Associates, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 2 to the Contract with Halff Associates, 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 14th day of May, 2015.

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. 2
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: Halff Associates, Inc. ("Engineer")

ADDRESS: 4030 W. Braker Lane, Suite 450, Austin, TX 78759

PROJECT: RM 620 Safety Improvements Project – Design Phase

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Halff Associates, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 27th day of June, 2013 for the RM 620 Safety Improvements Project – Design Phase Project in the amount of \$955,823.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on May 8, 2014 to amend the scope of services and to increase the compensation by \$698,445.00 to a total of \$1,654,268.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$682,232.00 to a total of \$2,336,500.00;

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

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$682,232.00 the lump sum amount payable under the Contract for a total of \$2,336,500.00, as shown by the attached Addendum to Exhibit D.

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

HALFF ASSOCIATES, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT B

Engineering Services

GENERAL PROJECT OVERVIEW

For the scope of services for this Work Authorization the Engineer shall provide engineering, surveying, and other professional services to develop Final (100%) Plans Specifications, and Estimates (PS&E) for the RM 620 Improvements from Deep Wood Drive to IH 35 in accordance with the 60% plans developed for the project under the engineering services contract per city council Resolution No. R-2014-1397.

See enclosed **Project Location Map**.

The purpose of the proposed project is to improve safety and enhance mobility in the project area. The project includes a bridge to carry RM 620 traffic over the Union Pacific Railroad and Chisholm Trail Road. In order to maintain access to businesses and residences, at-grade local access roads are proposed between Lake Creek Drive and Chisholm Trail Road. A second bridge is proposed at Lake Creek Drive. This proposed bridge would carry RM 620 traffic over Lake Creek Drive. The project area is within the Edwards Aquifer Recharge Zone.

For this phase of the contract, PS&E will be developed to a 100% completion level.

Contract Tasks shall include:

Project Management;

Roadway Design;

Drainage Design;

Water Quality Design;

Water and Wastewater Relocation Design;

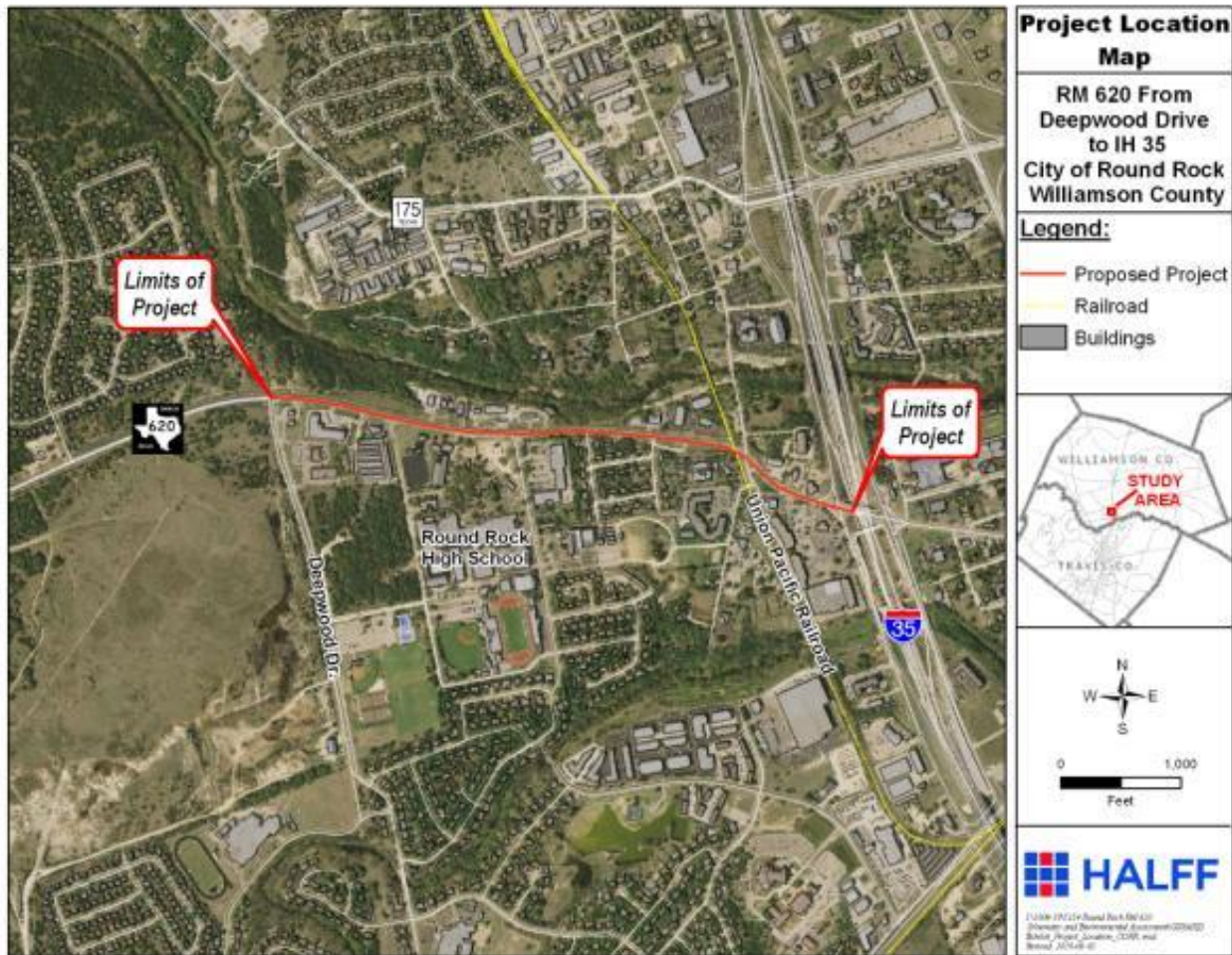
Signing, Pavement Markings, and Traffic Signal Design;

Miscellaneous Design (TCP, Illumination, Bridge, Ret Walls, Landscape and Irrigation);

Environmental Site Remediation; and

Public Involvement

Tasks are more specifically described in the following **Task Outline**.



TASK OUTLINE

I. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT SERVICES

1. Project Administration - The Engineer will:
 - Assign a licensed PE in Texas to serve as the Project Manager and point of contact for the city. He may not be replaced without written consent from the city of Round Rock. The Project Manager shall communicate with the city's assigned project manager.
 - Create and submit monthly invoices in required city format.
 - Prepare monthly progress reports for submission with the invoices to provide a written account of the progress made to date on the project.
 - Prepare project meeting summaries for applicable meetings during the project development process.
 - Keep records of project correspondence and make such records available to the city as needed.
2. Sub-consultant Management - The Engineer will:
 - Prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
 - Conduct internal meetings with the consultant design team every two weeks for the length of the project. Meetings will include key personnel from each discipline and will discuss and resolve project issues.
 - Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.
3. Coordination- The Engineer will:
 - Establish and attend periodic progress meetings (approximately once a month) with the city and TxDOT.
 - Meet with City staff as required through the project development process.
 - Coordinate with outside agencies as detailed below.

II. CIVIL, ARCHITECTURAL MODIFICATIONS, AND ENVIRONMENTAL SITE ASSESSMENT (ESA)

A. SITE CIVIL and ARCHITECTURAL SERVICES

1. Civil Site Plans for Wendy's, MAACOs, Texaco, and the Commons sites:
 - a. Pavement, curb and gutter removal. Plans will label the buildings for removal. It is anticipated that two bid sets will be developed: one for the properties on the north side of RM 620 and another for the Commons.
 - b. Removal of existing water quality pond and coordination with TCEQ.
 - c. Site grading and restoration and erosion controls

- d. We will coordinate with TCEQ regarding approval for the site work in the form of notification, meeting, and review of proposed BMPs and calculations. Though not anticipated, if a WPAPs are required for demolition for these sites, additional effort and fee may be required.
 2. Architectural Modifications to the Commons Building B to keep the west portion of the building by designing a new exterior wall in place of an existing interior wall as described below:
 - a. Visit site to obtain all necessary data and provide drawings for new exterior wall at current interior wall location of the east wall of Suite B-302. The only interior work is finish out of walls/ceilings/finishes as affected by the new exterior wall.
 - b. Provide Structural Engineering for the new exterior wall
 - c. Specify capping of electrical and HVAC as required to provide complete system and reroute water and wastewater services.
- The above services will provide the city with bid documents to be constructed outside of (and ahead of) the TxDOT RM 620 road construction plans. The scope does not include construction phase services.

B. ENVIRONMENTAL SITE ASSESSMENTS

Task 1: Phase I Environmental Site Assessments

Halff will perform a Phase I Environmental Site Assessment (ESA) on each of the following RM 620 ROW early acquisition properties:

- Texaco Mart located at 712 Round Rock Avenue
- Wendy's Restaurant located at 720 Round Rock Avenue
- Maaco Auto Repair located at 732 Round Rock Avenue
- The Commons office complex located at 901 Round Rock Avenue
- Seven Residential properties located at 403 Brentwood Street, 403 and 406 Briarwood Street, 1007 Round Rock Avenue, and 1000, 1002, and 1004 Glenwood Street

The ESAs will be performed in accordance with the American Society for Testing and Materials (ASTM) E1527-05 Standard Practice and will consist of the tasks as follows:

- Review selected, commercially available aerial photography of the site and adjacent area, noting any visible abnormalities during site or area development, which may indicate potential environmental problems. This typically involves examining four photographs taken at approximately 10-year intervals, depending on availability of photography for the property location. Additionally, review other standard historical sources (e.g. Sanborn Fire Insurance Maps, historical city directories, etc.) in an effort to develop the site history.

- Review standard physical setting sources (e.g. U.S. Geological Survey topographic map, Federal Emergency Management Agency Flood Insurance Rate Map, U.S. Department of Agriculture Soil Survey, etc.) to determine general geologic, hydrogeologic, and topographic characteristics of the site.
- Review Federal and State regulatory databases in accordance with ASTM E1527-05 Standard Practice, including but not necessarily limited to all ASTM recommended databases and minimum search distances, looking specifically for activities which could be potential sources of contamination. The databases reviewed typically include federal databases such as the Environmental Protection Agency (EPA) National Priority List, Comprehensive Environmental Response, Compensation, and Liability Information System database, Resource Conservation and Recovery Act (RCRA) Generator database, RCRA Corrective Action Report, and the Environmental Response Notification System database. Also reviewed are state databases such as the Petroleum Storage Tank (PST) Registration database, Leaking PST database, State Superfund Registry database, Solid Waste Landfill/Disposal Site database, Closed Landfill Inventory database, Voluntary Cleanup Program database, Innocent Owner/Operator Program database, and the Spill Response database. Briefly, summarize the degree of risk posed by sites identified within the search distances. This does not include a detailed risk assessment of all pathways, receptors, exposure assessments, or dose response evaluations.
- Contact local government officials in an effort to identify recognized environmental conditions on or near the subject property.
- Contact current site owner/manager, a reasonable number of occupants, and past owners, operators, or occupants who are likely to have additional material information regarding the potential for contamination at the site, in an effort to identify recognized environmental conditions in connection with the property. Property owners or occupants of neighboring properties will be contacted in an effort to identify recognized environmental conditions in connection with the assessment of abandoned properties.
- Visit the subject property to ascertain existing conditions. Visually survey the subject property for surface water, water wells, on-site and off-site storm water drainage, and utilities servicing or passing through the site. Perform a curbside visual survey of adjacent properties to determine land usage and existing conditions, looking specifically for activities that could be of environmental concern.
- Identify any evident or obvious on-site storage or disposal facilities, such as aboveground or underground tanks, drums, impoundments, and waste piles.

- Identify evident or obvious on-site treatment facilities, which handle wastewaters, solid wastes, or hazardous materials, and comment on their potential for discharge of waste materials to the environment.
- Identify evident or obvious electric transformers in service at the site and visually inspect for polychlorinated biphenyl (PCB) labels and evidence of insulating fluid leakage.
- Evaluate the regulatory status and compliance/complaint history of on-site facilities identified above based on the federal, state, and local information.
- Prepare an ESA report, summarizing the activities conducted and the information gathered in the tasks above, listing any comments and recommendations regarding the subject property. Data gaps will be identified in the report and an opinion will be provided whether those data gaps affect the environmental professional's ability to identify recognized environmental conditions on the property. Half Associates will provide two copies of the ESA report.

A single report will be prepared for each property or group of properties specified above. It has been assumed that the site will be accessible and the owner will provide site access. It has also been assumed that the user will provide information regarding the environmental cleanup liens, activity use limitations (AULs), specialized knowledge, the purchase price compared to the fair market value of the property, an assessment of commonly known or reasonably ascertainable information about the property, and/or indications of the presence or likely presence of contamination on the property as detailed in the *User Questionnaire*. The user must provide the information identified in the questionnaire, if available, to the environmental professional to qualify for the *Landowner Liability Protections* offered by the "*Brownfields Amendments*."

Task 2: Level II Site Investigation for Texaco Mart

The Texaco Mart property located at 712 Round Rock Avenue was identified as a registered Petroleum Storage Tank (PST) facility and a closed Leaking Petroleum Storage Tank (LPST) site during the Hazardous Materials Initial Site Assessment review for the RM 620 project. Sampling and laboratory analyses will be required to document the presence of affected media at the subject property. The Level II Site Investigation will include a regulatory file review and the collection and laboratory analysis of soil and groundwater samples. The findings of the site investigation will be summarized in an Environmental Site Investigation report to be prepared for the subject property. The Level II Site Investigation for the subject property will be performed in accordance with the following procedures:

Subsurface Investigation

The field activities for the project site will be conducted utilizing the following procedures. Shallow soil sampling will be performed and soil borings/groundwater monitor wells will be

installed at the subject property. Continuous soil samples will be collected from the ground surface to total borehole depth utilizing a truck mounted drilled rig equipped with hollow stem augers. All drilling equipment will be decontaminated between soil borings to prevent the possibility of cross-contamination. All soil borings not completed as permanent monitor wells will be filled with a non-shrinking grout or cement to prevent the infiltration of fluids from the surface. Soil samples will be logged by field personnel and screened for organic vapors using an Organic Vapor Meter (OVM). Soil sampling will be performed in accordance with accepted protocol and analyses will be performed by an approved laboratory. All samples will be sealed in proper containers with no head space, appropriately labeled, and immediately chilled to 40° F. Samples will be analyzed within 7 days of collection. Sampling and analytical testing will be completed in accordance with Texas Commission on Environmental Quality (TCEQ) Texas Risk Reduction Program (TRRP) rule requirements.

The site investigation will be performed in accordance with the following tasks:

- Regulatory files available through the Texas Commission on Environmental Quality (TCEQ) Central Records will be reviewed in order to evaluate the presence and extent of petroleum hydrocarbon affected soil and groundwater at the property associated with the historical LPST site. Data obtained during the file review will be used to guide field activities during the Level II Site Investigation.
- Five soil borings will be advanced to a depth of approximately twenty five (25) feet, to unweathered bedrock, or sample point refusal, whichever is encountered first. Three of the soil borings will be completed at permanent monitor wells.
- Two soil samples will be collected from each soil boring and one groundwater sample will be collected from each monitor well. The soil and groundwater samples will be analyzed for total petroleum hydrocarbons (TPH) by TX Method 1005 and benzene, toluene, ethyl benzene, and xylenes (BTEX)/methyl tertiary butyl ether (MTBE) by EPA Method 8260. The soil and groundwater samples with the highest concentrations of TPH in the C12-C28 hydrocarbon range will be analyzed for polynuclear aromatic hydrocarbons (PAH) by EPA Method 8270D.
- An Environmental Site Investigation report will be prepared summarizing the work performed and will include a description of the drilling and sampling procedures, sample location map, soil boring logs, analytical data summary table, copies of analytical reports, conclusions and recommendations, and estimated remediation/regulatory closure costs.

The fee is based on the following:

- The site will be accessible for drilling and sampling activities.
- The client will provide a legal right of entry to the site prior to mobilization for site investigation activities.

- Utilities on private land not located by public companies (i.e., utility locate companies, municipalities, etc.) will be located by the property owner/client.
- Subsurface distribution piping in the investigation area will be located by the owner/operator of the PST system
- Property owner/client will coordinate site access for location of on-site utilities by public companies.
- Five (5) soil borings, three completed as monitor wells, will be installed.
- Groundwater will be encountered within 20 feet below ground surface.
- Thirteen (13) samples will be analyzed for TPH and BTEX/MTBE and four (4) samples will be analyzed for PAH on a normal turnaround basis.
- All site work will be conducted during normal business hours.
- The cost associated with plugging and abandonment of monitor wells and the disposal of investigation derived wastes are not included.

Task 3: Asbestos Assessments/Survey Reports

Halff will perform an assessment for Asbestos Containing Materials (ACM) for the renovation/demolition of the structures at the following properties:

- Texaco Mart located at 712 Round Rock Avenue.
- Wendy's Restaurant located at 720 Round Rock Avenue.
- Maaco Auto Repair located at 732 Round Rock Avenue.
- The Commons office complex located at 901 Round Rock Avenue.
- Seven Residential properties located at 403 Brentwood Street, 403 and 406 Briarwood Street, 1007 Round Rock Avenue, and 1000, 1002, and 1004 Glenwood Street.

The assessments for ACM will be performed in accordance with the following procedures:

Assessment for Asbestos Containing Materials

The asbestos assessment will satisfy the Texas Department of State Health Services (TDSHS) requirements for an asbestos assessment conducted prior to the renovation and/or demolition of public buildings. An asbestos inspector, licensed by the TDSHS, will visually assess the area of proposed remodeling to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with TDSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials such as concrete flooring, wooden or metal doors, and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.

Asbestos Survey Report

A report will be prepared for each property, describing the area(s) and condition of the building materials encountered during this assessment. The letter reports will explain the inspection and sampling procedures and discuss the results. The reports will include drawings showing material sample locations, areas, approximate quantities of identified ACMs, and estimates of abatement costs.

It has been assumed that no more than 1,220 building material samples will be collected for the analysis of asbestos content by PLM and 45 samples will be analyzed for asbestos content by point count method. It has also been assumed that all potentially affected areas of the facilities will be accessible for sampling activities, a scissor lift will not be required for sampling of materials, and that the inspections may be conducted during normal business hours.

Note: Services for monitoring during demolition are excluded from this scope of work.

III. ROADWAY DESIGN (100%)

A. ROADWAY PLANS

1. TXDOT Submittals

- a. Engineer will prepare and submit forms for TxDOT reviews, processing, and letting including Form 1002, PS&E and stage gate checklists, and others.

The Engineer will develop the following roadway plan sheets:

2. MISCELLANEOUS PLANS.

- a. Project Title Sheet.
- b. Detailed Index of Sheets.
- c. Project Layout sheets at a scale of 1"=200'.

3. ROADWAY PLANS and GEOMETRY
 - a. Existing and Proposed Typical Sections.
 - b. Roadway Plan and Profile Sheets at 1"=50' Horizontally.
 - c. Survey Control Plan Sheets.
 - d. Horizontal Alignment Data Sheets.
 - e. Superelevation Data Sheets
 - f. Removal Plans
4. GRADING AND DETAILS.
 - a. Develop and plot design cross sections for RM 620 at 50 even foot stations for final pavement conditions. Cross sections will be plotted on plan sheets and included as a separate plan set for contractor information.
 - b. Intersection layout sheets for intersections.
 - c. Driveway Detail Sheets.
 - d. Miscellaneous Roadway Detail Sheets.

B. DRAINAGE DESIGN (100%)

1. Storm Sewer Design
 - a. Produce Interior Drainage Area Maps at 1"=100' scale
 - b. Calculate Storm Drain Calculations and design using GEOPAK DRAINAGE software and TxDOT Drainage Design Criteria
 - c. Produce drainage plans and profiles at 1"=50' scale
 - d. Design temporary drainage facilities for the phased construction
 - e. Provide separate drainage plan, erosion control, and specifications of Chisholm Trail outfall for inclusion in the Parks Department bid package for pedestrian bridge improvements at Brushy Creek.
2. TxDOT SW3P Sheet, Erosion Control Plans, and EPIC Sheet preparation.

C. WATER QUALITY DESIGN (100%)

1. Water Quality Facility Design (for Edward's Aquifer Recharge Zone)
 - a. Project Setup and Data Review

Perform a geologic assessment: Engineer will obtain and review available data on the existing and proposed roadway design and site geology, including engineering plans and geologic reports. An initial field visit will be conducted in order to inspect the site and identify and evaluate potential locations for water quality Best Management Practices (BMPs).
 - b. Pollutant Removal Calculations and Design of Water Quality BMPs

Engineer will perform the required total suspended solids (TSS) pollutant load calculations and update design of water quality facilities, such as the extended detention ponds proposed in the 60% design plans. Best Management Practices will be designed according to the Texas Commission on Environmental Quality (TCEQ) technical guidance manual complying with the Edwards Aquifer Rules – Technical Guidance on Best Management Practices (RG-348, July 2005) and addenda.

The location of temporary erosion and sedimentation controls designed to prevent discharges of polluted runoff from the project site during construction

will be evaluated to ensure compliance with TCEQ Edwards Aquifer requirements. The design of temporary controls, including an erosion and sedimentation control plan, will be included as part of the contractor's Storm Water Pollution Prevention Plan (SW3P).

- c. Prepare Water Pollution Abatement Plan (WPAP) Document, Coordinate with TCEQ. This task includes the completion of the WPAP application forms for submittal to TCEQ including the following:

- General Information Form (TCEQ-0587);
- The Geologic Assessment Form (TCEQ-0585);
- Water Pollution Abatement Plan Application Form (TCEQ-0584);
- Temporary Stormwater Section (TCEQ-0602);
- Permanent Stormwater Section (TCEQ-0600);
- Agent Authorization Form (TCEQ-0599);
- Application Fee Form (TCEQ-0574);
- Core Data Form (TCEQ-10400)

This task will include coordination with TxDOT. This task excludes separate WPAP for adjacent sites.

D. WATER AND WASTEWATER RELOCATION DESIGN (100%)

ENGINEER will perform engineering services within the described project area to prepare plans, specifications, and estimates for relocation of City of Round Rock water and wastewater lines within the project limits. The wastewater lines vary in size from 8 to 12 inch and the waterlines range from 6 to 12 inch. Project will include various crossings/bores, services and appurtenances.

1. 100% Water & Wastewater Replacement Design per the City of Round Rock Design and Construction Standards

- a. Dimension control
- b. Utility alignment & layout
- c. Line size determination as directed by the City of Round Rock
- d. Water and wastewater plan and profile sheets. Profile all waterlines greater than but not including 8". Provide profiles for any size waterline at roadway crossings. Profile all proposed wastewater lines.
- e. Prepare engineers estimate of probable construction cost
- f. Schedule an on the ground walk through with the City project manager to look at constructability, possible problem areas for construction, etc.

100% Water & Wastewater PS&E Deliverables:

- Provide plan and profile drawings indicating horizontal and vertical alignment of proposed facilities (with 30% comments addressed)
- Provide updated cost estimates

E. SIGNING, PAVEMENT MARKINGS, AND TRAFFIC SIGNAL DESIGN (100%)

1. Provide small sign and pavement marking layout plans at 1"=50' scale
2. Signalization
 - a. Engineer will develop traffic signal plans for permanent mast arm signals at the intersections of RM 620 with Lake Creek Dr., and IH 35 SBFR (the final Deep Wood Drive signal plans are excluded from this scope and will be handled in the scope for Williamson County's Phase 2 project from Wyoming Springs to Deep Wood Drive). The signal plans will be prepared at a scale of 1"=40'. Engineer will design the signal plans to a 100% completion to obtain a reasonable cost estimate for all the signal work on this project. Engineer will include following sheets for the submittal:
 - (i) Existing Conditions sheets will show locations of existing traffic control devices, and underground, and overhead utilities at each intersection, from the survey data.
 - (ii) Signal Layout sheets will show the locations of proposed signal poles, pedestrian poles, signal heads, communication equipment, electrical conduits, ground boxes, signal cabinet, new electrical service, existing utilities, right of way, and proposed roadway improvements. Locations of pedestrian poles and pedestrian access ramps will be designed in conformance with ADA requirements. The plans will include audible pedestrian signal head units at every pedestrian crossing. Due to lateral and vertical clearance required from an overhead electric line (per the State law), the Engineer will coordinate with the City before finalizing locations of signal poles.
 - (iii) Signal Elevation sheets will show placement of signal heads on each mast-arm and vertical clearance required for the mast-arm.
 - (b) Coordinate design with city and TxDOT traffic signal reviewers including up to three (3) meetings with reviewers regarding signal modifications.

F. MISCELLANEOUS ROADWAY

1. TRAFFIC CONTROL PLANS

- a. The Engineer will develop overview plans for each stage of the traffic control plan. These plans will act as key maps for each phase of TCP and shall be developed at a 1"=500' scale in order to depict the full project on one sheet. The traffic control for this project consists of five (5) major phases. The overview plans will depict the boundaries of each layout sheet and proposed construction areas.
- b. The Engineer will prepare 1"=500' plan layouts of all advance warning signs for RM 620, IH 35 and all cross streets.
- c. The Engineer will prepare a detailed narrative for the sequence of construction and traffic control general notes to submit to the City for review and incorporation into the plans. The narrative will include a

phase-by-phase description of the major construction activities. This is intended to be a narrative account of the activities shown in the traffic control plans.

- d. The Engineer will prepare traffic control typical sections for each phase / step of the construction sequence to clearly delineate the position of traffic and barriers with respect to the proposed construction.
- e. The Engineer will prepare detailed traffic control plans at a scale of 1"=100'. These plans will be developed based on the plans developed at the 60% PS&E level. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will ensure that proper drainage can be maintained during each phase of construction.
- f. The Engineer will prepare detour layouts at a scale of 1"=100' H and 1"=10' V showing plan & profiles where needed to define the geometry for detours used in the traffic control plans. When widening is required that can be defined based on existing pavement slopes, a detour profile will not be prepared.
- g. The Engineer will prepare profiles for temporary shoring required during construction sequencing at a scale of 1"=100' H and 1"=10' V. Existing ground and top of shoring will be depicted on these sheets. Existing ground and top of shoring elevations will be indicated at 50 feet intervals.

2. ILLUMINATION

- a. The Engineer will prepare detailed layouts at a scale of 1"=100' depicting safety lighting for the gores of the ramps and the roundabout and underpass lighting for the bridges at the UPRR / Chisholm Trail Road and at Lake Creek Drive.
- b. The Engineer will identify potential overhead utility conflicts, and coordinate with the State and utility companies to help resolve conflicts.

3. RETAINING WALLS

- a. The Engineer will provide a location plan of all walls at a scale of 1"=200'. The intent is to show the location of all walls in plan including the wall designation and beginning and ending stations.
- b. The Engineer will update layouts for fifteen (17) retaining walls based on review comments and completion of the project design. The layouts will show plan and profile views of the retaining walls at a scale of 1"=40'.
- c. The Engineer will update typical sections for retaining walls based on review comments and completion of the project design.
- d. The Engineer will prepare structural design details for non-proprietary wall designs (i.e., drilled shaft wall) required for the project. It is anticipated that one of the retaining walls on the project will be non-proprietary.
- e. The Engineer will prepare aesthetic details based on the approved conceptual aesthetic theme from the City.

4. BRIDGE LAYOUTS & DESIGN

The grade separation on RM 620 at Lake Creek Drive is anticipated to be a two span overpass structure with two lanes both in eastbound and westbound directions. The grade separation on RM 620 at the existing UPRR track and Chisholm Trail Road is anticipated to be a five span overpass structure with two lanes in the westbound direction and three lanes in the eastbound direction.

- a. The Engineer will finalize bridge layouts (1"=40') and typical sections for the UPRR Overpass and for the Lake Creek Drive Overpass based on review comments and as needed for completion of the project design. The Engineer will complete the above described layout for each overpass. The bridge layouts shall include:

Plan View

- (i) Horizontal curve data
- (ii) Bearing of centerline
- (iii) Bridge skew angles
- (iv) Control stations at the begin and end of structures
- (v) Dimensioned widths of bridge, roadway, shoulders and sidewalks
- (vi) Limits of riprap (if required)
- (vii) North arrow
- (viii) Cross slope and super elevation data
- (ix) Railing type
- (x) Bent stations and bearings
- (xi) Retaining wall locations
- (xii) Approach pavement crown width
- (xiii) Typical bridge section displaying beam type and spacing
- (xiv) Joint and seal type

Profile View

- (i) Profile grade
- (ii) Vertical curve data
- (iii) Finished roadway elevation at begin/end of structure
- (iv) Overall length of structure
- (v) Existing and proposed ground lines clearly marked
- (vi) Profile view of grid elevations and stations
- (vii) Type of foundation, number, size and length of foundation elements
- (viii) Bent numbers
- (ix) Fixed or expansion condition at each beam end
- (x) Column heights
- (xi) Soil core data including penetrometer values and soil classification will be provided in Boring Log Sheets.
- (x) Any other information required in the TXDOT LRFD Bridge Design and Bridge Detailer's Manuals.

- b. The Engineer will perform detailed design and create custom bridge details for the Lake Creek and UPRR/Chisholm Trail Road Overpasses. Bridge design will be completed using 2013 AASHTO LRFD Bridge Design Specifications and HL 93 Loading. The Engineer will design and develop details for the following items for each of the structures:
 - (i) Boring Logs (showing bridge profile with foundation tips)
 - (ii) Estimated Quantities and Bearing Seat Elevations
 - (i) Abutments (Details for one abutment only)
 - (ii) Inverted T-Cap Interior Bents (Design only)
 - (iii) Concrete I-Girder Spans
 - (iv) I-Girder Design
 - (v) Foundation Design
 - (vi) Miscellaneous Bent Details (for both bridges)
 - (vii) Bridge Aesthetic Theme and Features Details (for both bridges)
- c. The Engineer will list the necessary TxDOT Statewide Standards for inclusion in the 100% contract plan set.
- d. 100% Deliverables:
 - Bridge Layout
 - Foundation Boring Log
 - Estimated Quantities and Bearing Seat Elevations
 - Abutment Details
 - Interior Bent Details
 - Form Liner Details for Column
 - Beam Layout
 - Concrete Beam Unit Details
 - Miscellaneous Bent Details
 - IGND Bridge Girder Design
 - Bridge Standards

5. RAILROAD COORDINATION AND EXHIBIT 'A'

Engineer will update Railroad Exhibit 'A' documents based on TxDOT and UPRR review comments to previous submittal.

6. AMENITIES, LANDSCAPE AND IRRIGATION (100%)

- a. Coordinate with bridge and retaining wall engineering staff on the color selection, form liner selection, and/or natural stone color and pattern selection for retaining walls and bridge structures on the project..
- b. Provide landscape plans, consisting of tree layouts to mitigate tree removal and/or any additional tree plantings within the project limits.
- c. Provide irrigation plans, consisting of locations of irrigation system mainlines, potential locations for clocks and controllers, the designation of different types of irrigation (drip or bubblers for tree irrigation), and the locations of sleeves for the installation of irrigation components on the

project, and specifications for inclusion in the project manual. Permanent irrigation will only be provided for the trees planted within the project contract area; turf areas will not be permanently irrigated.

- d. In the event that the total number of mitigated tree caliper inches cannot be incorporated within the contract area, one (1) offsite location within the City of Round Rock can be designated for the planting of trees to meet the mitigation requirements. Irrigation to trees at the designated off-site location is not included in this scope of work.

7. QUANTITIES

- a. The Engineer will calculate quantities for each of the following and as necessary to provide an Engineer's estimate of probable cost:
 - (i) Roadway Plans
 - (ii) Removal Plans
 - (iii) Drainage Plans
 - (iv) Water Quality Plans
 - (v) Water and Wastewater Relocation Plans
 - (vi) Signs, pavement markings, and signals
 - (vii) Traffic Control Plans
 - (viii) Illumination Plans
 - (ix) Retaining Wall Plans
 - (x) Bridge Plans

8. STANDARDS, SPECIFICATIONS AND ESTIMATE

- a. The Engineer will identify the appropriate TxDOT standards for the project. Standards requiring modification will be revised & sealed by the Engineer.
- b. The Engineer will update the opinion of probable construction cost at the 90% and 100% submittals.

The Engineer will perform the services to be provided under this agreement out of Engineer's office(s) as listed below:

<u>Service</u>	<u>Halff Associates Office Location</u>
Project Management and Engineering Design	4030 West Braker Lane, Suite 450 Austin, TX 78759
Environmental Remediation	14800 St Mary's Lane, Suite 160 Houston, TX 77079
Water and Wastewater Design	Two Sierra Way, Suite 105 Georgetown, TX 78626
<u>Sub-Consultants:</u>	
CP&Y, Inc. (CPY)	
Kimley	Horn and Associates, Inc. (KHA)

ADDENDUM TO EXHIBIT C

Work Schedule

Halff Associates Inc. is prepared to continue work on this project immediately upon notice-to-proceed from the City of Round Rock. The proposed date for completion of services is December of 2015*. The proposed contract milestones are as follows:

- Contract Award / Notice to Proceed: **April 2015**
- TASK I: Project Management: **April 2015 - December 2015**
- TASK II: Site Civil, Environmental, and Architectural Services
 - Complete environmental assessments: 3 months from right-of-entry to properties (during due diligence period anticipated to start summer 2015) estimated completion: **October 2015**
 - Complete site plans at a date TBD by city.
- TASK III: Roadway Design (100% PS&E)
 - Submittal of 90% PS&E for review: **July 2015**
 - District Review of 90% PS&E: **August 2015**
 - Submittal of 100% PS&E for review: **December 2015**

** Target date for completion of ROW Acquisition by city (subject to change).*

ADDENDUM TO EXHIBIT D - Fee Schedule						
TASK / DESCRIPTION		DIRECT LABOR COSTS	PRINTING, PLOTTING	DELIV, TRAVEL & MISC	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)
TASK	DESCRIPTION					
I.	PROJECT MANAGEMENT	\$34,350	\$110	\$410		\$34,870
II.	SITE CIVIL / ARCHITECTURAL MODIFICATIONS AND ESAs	\$193,304	\$350	\$5,250	\$22,550	\$221,454
III.	ROADWAY DESIGN (100% PS&E)	\$265,182	\$1,850	\$200	\$158,676	\$425,908
TOTAL FEE		\$492,836	\$2,310	\$5,860	\$181,226	\$682,232



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 Waeltz & Prete, Inc. for the Red Bud Lane(North) - Right Turn Lane at Hwy 79 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/14/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$115,368.84

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2469

Red Bud Lane is a major arterial roadway shown on the Transportation Master Plan to eventually connect from Georgetown (CR110) across Round Rock to Pflugerville (SH45). The existing segment of Red Bud Ln. between Palm Valley Blvd. (US79) and Old Settlers Blvd. experiences severe congestion due partially to recreation facilities on the west, residential and commercial developments on the east, and collector traffic moving north and south. This contract with Waeltz & Prete provides improvements needed to improve deficiencies including the addition of an auxiliary right turn lane between Palm Valley Blvd. and the Walmart driveway and applicable drainage and storm sewer adjustments. A conceptual schematic of the ultimate build-out to a four-lane divided major arterial roadway from Palm Valley Blvd to Mickey Mantle Place is also included. The total cost of these professional services with Waeltz & Prete is \$115,368.84.

Cost: \$115,368.84

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2469

WHEREAS, the City of Round Rock desires to retain engineering services for the Red Bud (North) – Right Turn Lane @ Hwy 79 Project; and

WHEREAS, Waeltz & Prete, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with Waeltz & Prete, 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 Waeltz & Prete, Inc. for the Red Bud (North) – Right Turn Lane @ Hwy 79 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 14th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: WAELTZ & PRETE, INC. ("Engineer")

ADDRESS: 3000 Joe DiMaggio Boulevard #72, Round Rock, TX 78665

PROJECT: Red Bud (North) – Right Turn Lane @ Hwy 79

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2015 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract 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. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. 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 construction of the project 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) Notice to Proceed. 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 the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of One Hundred Fifteen Thousand Three Hundred Sixty-Eight and 84/100 Dollars (\$115,368.84) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

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 per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress 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 tasks 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
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

Leah Collier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-5555
Fax Number (512) 218-5536
Email Address lcollier@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:

Antonio A. Prete, P.E.
President
3000 Joe DiMaggio Boulevard #72
Round Rock, TX 78665
Telephone Number (512) 505-8953
Fax Number N/A
Email Address tony@w-pinc.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 project 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.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

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 Project. 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 the Project 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 the Project, 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 the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the 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 the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project 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 contract 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 the drawings by other engineers subsequent to the completion of the Project. 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 the project 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. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. 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 the project 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 reasonable 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 the construction phase of the project has been 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 the construction of the project.

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) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such 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 E 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 the project, 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:

Antonio A. Prete, P.E.
President
3000 Joe DiMaggio Boulevard #72
Round Rock, TX 78665

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

WAELTZ & PRETE, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A

City Services

The following services shall be provided by the City of Round Rock for this project at no cost to the consultant or their sub-consultants:

1. All available "Record Drawings" for previous projects in the area of the proposed improvements. Additionally, any other available documents that would facilitate the Engineering scope, such as, previous reports, test records, easement documents, system maps, etc.
2. Assign a Project Manager to act as the project coordinator and to advise the consultant of all City of Round Rock issues relating to the analysis, design and /or construction of the project.
3. The City will provide the consultant with "Right of Entry" (ROE) to properties, as required.
4. A valid and current Tax Exempt Resale Certificate issued from the City of Round Rock for the purchase of taxable land surveying services as a component of their deliverables. A copy of this certificate will be forwarded to Inland Geodetics, LP in lieu of incurring sales tax charges for the boundary surveying portion of this proposal.

EXHIBIT B

Engineering Services

BASIC SCOPE OF SERVICE

1. PROJECT START-UP:

- a. Project Kick-Off Meeting. Coordinate with the City of Round Rock to identify project goals, schedules, and design elements.
- b. Gather, assemble, and review existing As-Built information within project limits.
- c. Site visit.

2. PROJECT COORDINATION & MEETINGS:

- a. Project coordination meetings with the City of Round Rock throughout the schematic design process (Assumes 2 meetings).
- b. Project coordination meetings with the City of Round Rock throughout the design process (Assumes 4 meetings: 30%, 60%, 90%, 100%).
- c. Coordinate proposed improvements with the TXDOT Georgetown office.
- d. Coordinate proposed improvements with Dry Utility Franchises.
- e. Coordinate with the Project Surveyor for items such as Horizontal/Vertical controls, set survey limits, and survey deliverables.
- f. Coordinate with Geotechnical Engineer for boring locations, types of recommendations need for the design work.

3. SCHEMATIC DESIGN:

- a. Prepare schematic design for two conditions:
 - i. Ultimate roadway section (MAD 4) from Hwy 79 to Mikey Mantle Place.
 - ii. Interim Condition - Right Turn Lane addition between Hwy 79 and the Walmart driveway on the east side of Red Bud Lane. Additionally, the schematic design will evaluate a median with a hood left into the existing development on the west side of Red Bud.
- b. Prepare high level drainage analysis for the interim condition only.

*Schematic design will be geometric plan views only. No vertical profiles will be provided.

4. FINAL DESIGN - CONSTRUCTION DRAWINGS (CD):

Waeltz & Prete, Inc. shall prepare detailed construction plans for the interim condition of the proposed improvements. The Construction Drawings shall include:

- a. City of Round Rock General Construction Notes and Project Specific Notes.
- b. Overall Project Plan.
- c. Erosion, Sedimentation, & Tree Protection Plan.
- d. Dimensional Control Plan.
- e. Roadway Plan.
- f. Detailed Grading Plan for areas where finite grading is required.
- g. Drainage Plans, including drainage calculations, plan & profiles for storm sewers.
- h. Utility Plans (The intent of the utility plans are for minor utility adjustments. Such as, manhole adjustments and relocation of wet utilities for the proposed improvements) Dry utility adjustments are to be provided by the applicable franchise utility.
- i. Pavement Striping Plan.
- j. Traffic Control Plan.
- k. Construction Details, as required.
- l. Prepare plan submittals at 30%, 60%, 90%, and 100%.
- m. Revise "Engineer's Opinion of Probable Construction Cost" for each plan submittal.

5. STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

- a. Prepare a SWPPP for the project.
- b. Assist Owner/Contractor in filing NOI's.

6. PERMIT PROCESSING:

- a. Process plans for approval through the City of Round Rock's Transportation Department. (Includes 2 submittals, response to comments, and plan revisions, as required.)

7. BIDDING:

- a. Preparation of the City of Round Rock's standard contract documents and specifications.
- b. Issue addendums/clarifications, if required.
- c. Attend and preside over the pre-bid conference & bidding opening.
- d. Prepare bid tabulations and assist the City of Round Rock with the evaluation of bids and recommendation of the Contractor.
- e. Coordinate schedule for bid advertisement, pre-bid conference, and bid opening.

8. CONSTRUCTION PHASE:

- a. Attend and preside over the preconstruction meeting.
- b. Attend bimonthly project progress meetings (assumes 6 months construction).

- c. Assist with pay application reviews and recommendations.
- d. Review of submittals, shop drawings, and samples.
- e. Respond to RFI's, if required.
- f. Periodic site visits (Assumes 2 per month).
- g. Preparation of final punch list, coordinate final inspection.
- h. Issue "Engineer's Concurrence Letter" at project completion.
- i. Preparation of "Record Drawings". Waeltz & Prete will make changes to plans based upon Contractor's "mark-ups".

9. SURVEY:

Surveying services to be provided by **Inland Geodetics, LLC.** as a sub-consultant to Waeltz & Prete, Inc.

- a. The project Surveyors' scope of service shall include delineating the public right-of-way, providing topographic survey with 1 foot contours, identify visible utilities and those marked by "One Call", and all planimetrics within the project limits.

10. GEOTECHNICAL INVESTIGATION:

Geotechnical services to be provided by **Raba Kistner Consultants, Inc.** as a sub-consultant to Waeltz & Prete, Inc.

- a. The project Geotechnical Engineer's scope of service shall include soil borings, geotechnical analysis and report of findings and provide pavement recommendations within the project limits. No construction testing is included in the scope.

11. REIMBURSABLE EXPENSES:

- a. All copying, purchases of maps and documents, tax certificates, deeds, plats, printing of reports and plans, mailing, courier, express/overnight and other related expenses shall be charged at cost.

EXCLUSIONS

- | | |
|-------------------------------------|---|
| ➤ Conflict Resolution | ➤ Traffic Impact Analysis |
| ➤ Legal Lot Determinations | ➤ Gas, Tele/Comm, Electrical Design |
| ➤ Off-Site Designs of Any Nature | ➤ Construction Staking |
| ➤ Wastewater System Modeling | ➤ Subsurface Utility Engineering |
| ➤ Geotechnical Construction Testing | ➤ Assembly and Recording of Legal Documents |
| ➤ Lab Services | ➤ Governmental Fees & Fiscal |
| ➤ Environmental Studies | |

- Construction Phase Services, except as specified
- Platting

- Preparation & Processing of Waivers, or Variances

(End of Basic Scope of Services)

EXHIBIT C

Work Schedule

- Approval of Contract 04-23-15
- Notice to Proceed 04-24-15
- Project Start-Up 04-27-15 to 05-27-15
- Project Coordination & Meetings 04-27-15 to xx-24-15
- Surveying Topographic 04-27-15 to 05-27-15
- Geotechnical Investigation 05-27-15 to 06-27-15
- Schematic Design 04-27-15 to 06-27-15
- Schematic Design Review 06-27-15 to 07-27-15
- Final Design 07-27-15 to 10-27-15
 - 30% Construction Plans 08-15-15
 - 60% Construction Plans 09-15-15
 - 90% Construction Plans 10-15-15
 - 100% Construction Plans 10-27-15
 - Review/Approval Complete 11-15-15
- Bidding 11-15-15 to 12-01-15
- Construction Phase (Assumes 6 Months) 01-02-16 to 07-01-16

EXHIBIT D

Fee Schedule

Attached Behind This Page

Exhibit D - Project Summary:

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
04/07/2015

Task Description	PE	PD	EA	SCT	ECT	ADM
D.1 - Project Start-up	14	0	26	24	0	0
D.2 - Project Coord & Mtgs	26	0	38	21	0	0
D.3 - Schematic Design	24	0	80	96	0	0
D.4 - Final Design	40.5	0	124.5	213	0	0
D.5 - SWPPP	5	0	26	4	0	0
D.6 - Permit Processing	4	0	16	32	0	0
D.7 - Bidding	13	0	49	16	0	0
D.8 - Construction Phase	33.5	0	69	8	0	0

Total Hours	160	0	428.5	414	0	0
Salary Rate	\$47.00	\$32.00	\$30.00	\$25.00	\$18.00	\$18.00
Direct Labor Cost	\$7,520.00	\$0.00	\$12,855.00	\$10,350.00	\$0.00	\$0.00

Engineering Services Fee:

Task	Direct Labor	Overhead 1.57	Tot lab+OH	Fixed Fee 12%	Total Cost
D.1 - Project Start-up	\$2,038.00	\$3,199.66	\$5,237.66	\$628.52	\$5,866.18
D.2 - Project Coord & Mtgs	\$2,887.00	\$4,532.59	\$7,419.59	\$890.35	\$8,309.94
D.3 - Schematic Design	\$5,928.00	\$9,306.96	\$15,234.96	\$1,828.20	\$17,063.16
D.4 - Final Design	\$10,963.50	\$17,212.70	\$28,176.20	\$3,381.14	\$31,557.34
D.5 - SWPPP	\$1,115.00	\$1,750.55	\$2,865.55	\$343.87	\$3,209.42
D.6 - Permit Processing	\$1,468.00	\$2,304.76	\$3,772.76	\$452.73	\$4,225.49
D.7 - Bidding	\$2,481.00	\$3,895.17	\$6,376.17	\$765.14	\$7,141.31
D.8 - Construction Phase	\$3,844.50	\$6,035.87	\$9,880.37	\$1,185.64	\$11,066.01

Total Engineering Fee	\$30,725.00	\$48,238.25	\$78,963.25	\$9,475.59	\$88,438.84
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Sub Consultant Fees:

D.9 - Inland Geodetics (Surveyor)	\$19,480.00
D.10 - Raba Kistner, Inc (Geotechnical)	\$4,950.00

Reimbursable Expenses:

D.14 - Copying and Reproduction	\$2,500.00
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TOTAL FEE FOR BASIC SERVICES	\$115,368.84
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EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2015

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 Brookshire Insurance Agency 420 Chisholm Valley Drive Round Rock TX 78681		CONTACT NAME: Timothy Kriegel PHONE (A/C, No. Ext): (512)352-6376 E-MAIL ADDRESS: tim@brookshireins.com FAX (A/C, No): (888)317-6907	
INSURED Waeltz & Prete, Inc 3000 Joe Dimaggio Blvd Ste #72 Round Rock TX 78664		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: Trumbell Insurance Co INSURER C: Travelers Casualty and Surety INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1231400706**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			65SBATH0277	6/9/2014	6/9/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			65SBATH0277	6/9/2014	6/9/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			65SBATH0277	6/9/2014	6/9/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65WBCAI4102	6/9/2014	6/9/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			105289969	6/9/2014	6/9/2015	\$2,000each/\$6,000 All \$1,000,000

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

RE: Red Bud (North)--Right Turn Lane at Hwy 79

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
221 E. Main St
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

R. Brent Kriegel/KDC