



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
Writ Baese, Councilmember-Elect

Thursday, May 28, 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. OATH OF OFFICE:

D.1 [2015-2524](#) [Administration of the oath of office to the newly elected Councilmember for Place 3.](#)

D.2 [2015-2525](#) [Administration of the oath of office to the newly elected Councilmember for Place 5.](#)

E. 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.

F. CONSENT AGENDA:

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

F.1 [2015-2523](#) [Consider approval of the minutes for the May 14, 2015 City Council meeting.](#)

- F.2 [2015-2454](#) [Consider an ordinance granting a franchise to Central Waste and Recycling to engage in the collection of non-residential refuse. \(Second Reading\)](#)

G. ORDINANCES:

- G.1 [2015-2477](#) [Consider public testimony regarding and an ordinance approving Amendment No. 4 to the Planned Unit Development \(PUD\) No. 86 zoning district for 63.76 acres of the Chandler Oaks Subdivision, located at the northwest corner of Eagles Nest St. and Sunrise Rd. \(First Reading\)*](#)

H. RESOLUTIONS:

- H.1 [2015-2355](#) [Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Joe S. Kotrla for an approximate 9.68 acre tract located along CR 123.](#)
- H.2 [2015-2481](#) [Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Judith L. Davis, for approximately 9.218 acres of land along South A.W. Grimes Boulevard.](#)
- H.3 [2015-2520](#) [Consider a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division as a result of a settlement between Atmos Energy and the Atmos Texas Municipalities \(ATM\) under the rate review mechanism.](#)
- H.4 [2015-2491](#) [Consider a resolution authorizing the Mayor to execute a Contract for Purchase and Sale with HRT Properties of Texas, Ltd. for the purchase of right of way necessary for the University Boulevard Widening Project \(Parcels 19 and 20\).](#)
- H.5 [2015-2479](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with RJN Group, Inc. for the Wastewater Collection System Rehabilitation Inspection Project.](#)
- H.6 [2015-2503](#) [Consider a resolution authorizing the Mayor to execute a contract with Patin Construction, LLC for the Dove Creek Drainage Improvements Project.](#)
- H.7 [2015-2504](#) [Consider a resolution authorizing the Mayor to execute a contract with Murphy Pipeline for the A/C Waterline Replacement - Phase 4 Eagles Nest Subdivision Project.](#)

I. STAFF PRESENTATIONS:

- I.1 [2015-2505](#) [Consider a presentation regarding, and action approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.](#)

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

- K.1 [2015-2544](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the possible sale or lease of McNeil Park.](#)
- K.2 [2015-2545](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the possible sale or lease of a tract of land located at the southwest corner of Old Settlers Blvd. and Red Bud Trail.](#)
- K.3 [2015-2546](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the possible purchase of a tract of land owned by Dell Computer Corp. for a fire station site.](#)
- K.4 [2015-2547](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the possible purchase of a tract of land adjacent to the City's water well site and PARD yard site east of Mays.](#)
- K.5 [2015-2548](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the possible purchase of a tract of land adjacent to 615 Palm Valley Blvd.](#)
- K.6 [2015-2550](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the possible sale or lease of a tract of land located along Onion Creek and west of Chisholm Trail Road.](#)
- K.7 [2015-2559](#) [Consider Executive Session as authorized by §551.071, Government Code, related to consultation with the City Attorney regarding pending litigation, to wit: James H. Watson v. City of Allen, et al.](#)

L. ACTION RELATIVE TO EXECUTIVE SESSION:

- L.1 [2015-2566](#) [Consider possible action relative to Executive Session related to the possible sale or lease of McNeil Park.](#)
- L.2 [2015-2565](#) [Consider possible action relative to Executive Session related to the possible sale or lease of a tract of land located at the southwest corner of Old Settlers Blvd. and Red Bud Trail.](#)
- L.3 [2015-2564](#) [Consider possible action relative to Executive Session related to the possible purchase of a tract of land owned by Dell Computer Corp. for a fire station site.](#)
- L.4 [2015-2563](#) [Consider possible action relative to Executive Session related to the possible purchase of a tract of land adjacent to the City's water well site and PARD yard site east of Mays.](#)
- L.5 [2015-2562](#) [Consider possible action relative to Executive Session related to the possible purchase of a tract of land adjacent to 615 Palm Valley Blvd.](#)
- L.6 [2015-2561](#) [Consider possible action relative to Executive Session related to the possible sale or lease of a tract of land located along Onion Creek and west of Chisholm Trail Road.](#)

- L.7 [2015-2560](#) [Consider possible action relative to Executive Session regarding pending litigation, to wit: James H. Watson v. City of Allen, et al.](#)

M. ADJOURNMENT

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on this 22nd day of 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: D.1

Title: Administration of the oath of office to the newly elected Councilmember for Place 3.

Type: Oath of Office

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2015-2524



City of Round Rock

Agenda Item Summary

Agenda Number: D.2

Title: Administration of the oath of office to the newly elected Councilmember for Place 5.

Type: Oath of Office

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2015-2525



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the May 14, 2015 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 051415 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2015-2523



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, May 14, 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 Pro-Tem White called the meeting to order at 7:00 PM.

ROLL CALL

Present: 6 - Mayor Pro-Tem George White
Councilmember Craig Morgan
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Kris Whitfield
Councilmember John Moman

Absent: 1 - Mayor Alan McGraw

PLEDGES OF ALLEGIANCE

*Mayor Pro-Tem White and a local Boy Scout troop led the following pledges of allegiance:
United States
Texas*

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting of the City Council.

APPROVAL OF MINUTES:

E.1 [2015-2349](#)

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

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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)*

Laurie Hadley, City Manager made the staff presentation.

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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)

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

A motion was made by Councilmember Moman, seconded by Councilmember Whitfield, that this Ordinance be adopted on second reading. The motion carried by the following vote:

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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)

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

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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)*

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

Mayor Pro-Tem opened the hearing for public testimony. There being none, the public hearing was closed.

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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.

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

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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.

Laurie Hadley, City Manager made the staff presentation.

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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.

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

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

G.4 [2015-2462](#)

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

John Dean, Assistant Transportation 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: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

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.

John Dean, Assistant Transportation Director made the staff presentation.

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

Aye: 6 - Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Whitfield
Councilmember Moman

Nay: 0

Absent: 1 - Mayor McGraw

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, the meeting adjourned at 7:46 PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

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

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/28/2015

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: G.1

Title: Consider public testimony regarding and an ordinance approving Amendment No. 4 to the Planned Unit Development (PUD) No. 86 zoning district for 63.76 acres of the Chandler Oaks Subdivision, located at the northwest corner of Eagles Nest St. and Sunrise Rd. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/28/2015

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

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Aerial Photo, Vicinity Map with surrounding zoning

Department: Planning and Development Services Department

Text of Legislative File 2015-2477

The PUD was established in April of 2009, providing for a mixture of uses including offices, medical offices, a hospital, research and development, and senior group living. The PUD has since been amended three times, twice to reconfigure the layout of the development and once to make a minor change to the building appearance standards for a nursing home facility.

The purpose of PUD No. 86 is to provide for a business park development with a wider range of land uses than would typically be found in a business park. Initially the expanded land use list included a hospital from the PF-3 (Public Facilities - High Intensity) zoning district and senior group living facilities from the SR (Senior) zoning district. With Amendment No. 1 to the PUD, the remainder of uses allowed in the SR zoning district, including senior apartments and senior townhomes, were added.

The BP (Business Park) zoning district provides for a 5-story maximum building height. With Amendment No. 1, however, the SR zoning district was added as a base district and the senior uses became subject to the SR district's two-story maximum building height limit. This change was not consistent with the PUD's original purpose of providing for business park development. The amendment removes references to the SR zoning district as a base district for the PUD, thereby making all development subject to the 5-story building height limit of the BP zoning district. In addition, increased standards for senior apartments have been included in the PUD. Senior apartments now must meet the building appearance

standards of the MF-2 (Multifamily - medium density) zoning district. This change will facilitate a senior apartment project being considered and will ensure that the multifamily (MF-2) residential design standards are consistently applied. The proposed MF-2 standards exceed the currently applicable SR district standards.

The Planning and Zoning Commission voted 7-0 on May 6, 2015 to recommend approval of the zoning amendment.

Staff recommends approval.

ORDINANCE NO. O-2015-2477

AN ORDINANCE AMENDING ORDINANCE NO. Z-09-04-09-10A1, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON APRIL 09, 2009 BY AMENDING THE DEVELOPMENT PLAN OF PUD NO. 86, APPROVED BY THE CITY COUNCIL IN SAID ORDINANCE, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, on April 09, 2009, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-09-04-09-10A1, which established PUD No. 86, and

WHEREAS, on January 12, 2012, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-12-01-12-9C1, which replaced the Development Plan of PUD No. 86 in its entirety (Amendment No. 1), and

WHEREAS, on June 26, 2014, the City Council of the City of Round Rock, Texas, adopted Ordinance No. O-2014-1511, to amend the Development Plan of PUD No. 86 (Amendment No. 2), and

WHEREAS, on January 14, 2015, the City and Chandler Oaks Senior Real Estate, LLC agreed to an Administrative Amendment (Amendment No. 3), as defined in Section 15.1 of PUD No. 86, such amendment filed as Document No. 2015003700 with the County Clerk of Williamson County, Texas, and

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas, to amend the Development Plan of PUD No. 86, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. Z-09-04-09-10A1 on the 6h day of May, 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 No. Z-09-04-09-10A1 be amended, and

WHEREAS, on the 28th day of May, 2015, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. Z-09-04-09-10A1, and

WHEREAS, the City Council determined that the requested amendment to Ordinance No. Z-09-04-09-10A1 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 #86 meets the following goals and objectives:

- (1) The amendment to P.U.D. #86 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #86 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #86 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 the Development Plan of PUD No. 86, as approved in Ordinance No. Z-09-04-09-10A1 and replaced in Ordinance No. Z-12-01-12-9C1 and in Ordinance No. O-2014-1511, is hereby deleted in its entirety and replaced with a new Development Plan, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

III.

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

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

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

Alternative 1.

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

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

EXHIBIT

"A"

II.

DEVELOPMENT STANDARDS

1. DEFINITIONS

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

2. PROPERTY

This Plan covers approximately 67.24 acres of land ("Property"), located within the city limits of Round Rock, Texas, and more particularly described in **Exhibit "A"**.

3. PURPOSE

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

4. APPLICABILITY OF CITY ORDINANCES

4.1. Zoning and Subdivision Ordinances

The "Property" shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the **BP (Business Park)** zoning district, 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.

4.2. Other Ordinances

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.

5. PERMITTED USES

5.1. The following uses are permitted with the conditions stated. Unless otherwise indicated, the definitions of all terms used to describe uses in this document shall be those found in the Code.

- 1) Day Care
- 2) Office
- 3) Office, Medical
- 4) Hospital
- 5) Rehabilitation Clinic - *A facility which provides bed care and inpatient services for persons requiring regular medical attention, but excluding facilities which provide surgical or emergency medical services.*
- 6) Research and Development
- 7) Amenity center
- 8) Apartments (senior)
- 9) Townhouses (senior)
- 10) Group living (senior)
- 11) Eating Establishment – no drive through facilities
- 12) Athletic & Health Clubs
- 13) Schools, Business & Trade, Post-Secondary School
- 14) Community Services
- 15) Places of Worship
- 16) Park, Community
- 17) Park, Linear/Linkage
- 18) Park, Neighborhood
- 19) Open Space

6. TRANSPORTATION

6.1. A Traffic Impact Analysis (TIA) has been prepared as part of the Plan and shall serve as the TIA requirement for subdivision. Prior to any site development submittals a TIA which has been approved by the Director of Transportation shall be required. The TIA shall analyze the impact of potential development on all of the Property.

6.2. Driveway connections to adjacent development shall be provided parallel and

adjacent to any public right-of-way. Such connections shall be clearly identified on any submitted site plan. All driveway connections shown on a site plan shall be constructed and stubbed, and future development of adjacent property shall complete a connection to any existing stub. Notwithstanding the provisions of this section or of Section 36-107 (f) of the Code, the Zoning Administrator may waive the requirement for a driveway connection in those cases where unusual topography, site conditions or incompatible uses would render such an easement to be of no useable benefit or a detriment to adjoining properties.

6.3. Exhibit "C" illustrates the general location of the future extension of Oakmont Drive through the Property, from Cypress Boulevard to Sunrise Road, in relation to "Development Parcel A" and "Development Parcel B". The Owner shall construct the extension of Oakmont Drive prior to the issuance of a site development permit by the City for any lot within "Development Parcel B", which would either:

- 1) Contain frontage on the south boundary of the Oakmont Drive Extension; or
- 2) Exceed 50% of the cumulative land area within "Development Parcel B".

7. GENERAL PLAN

This Development Plan amends the Round Rock General Plan 2020 for the land use on the Property.

8. UNDERGROUND UTILITY SERVICE

Except where approved in writing by the Director of Planning and Development Services, all electrical, telephone and cablevision distribution and service lines, other than overhead lines that are three phase or larger, shall be placed underground.

9. STORM WATER MANAGEMENT

Storm water management (detention or water quality) shall be provided by a maximum of four (4) storm water facilities located on the Property. Any combined facility serving multiple functions (e.g., a detention and water quality facility) shall be counted as a single facility for the purposes of this section. Notwithstanding the provisions of this Section, any underground facilities shall be excluded for purposes of determining this limit.

10. TREE PROTECTION AND PRESERVATION

- 10.1.** For the purpose of applying Section 43-25 of the Code, the entire Property shall be considered the development site with regard to the tree survey, tree protection plan, and tree replacement plan. The Owner shall prepare the required survey and plans for the Property and shall provide updated information as necessary to the City as development occurs on the Property.
- 10.2.** Section 43-25 of the Code regarding tree replacement requires that each replacement tree be planted on the same subdivision or development site from which the tree was removed. For the purposes of this Plan, the entire Property shall be considered as the same development site and, as such, shall be eligible for the planting of replacement trees from any portion of the site being developed. The Owner shall cause a cumulative record to be maintained of the location of any replacement trees, a current copy of which shall be submitted with each site development permit submittal.

11. PRIVATE OPEN SPACE AND PARKLAND DEDICATION

11.1. Private Open Space

Private open space containing three (3) acres or more, generally located as indicated on **Exhibit "B"**, shall be provided for the common use of the residents and other users of the development. The private open space may contain only storm water management facilities (limited to a maximum of 30% of the private open space), pedestrian trails, site furnishings, pedestrian shade arbors and other similar amenities.

11.2. Parkland Requirement

The parkland requirement for any residential component of the Plan shall be met by a contribution of cash in lieu of parkland. The parkland requirement for any non-residential component of the Plan shall also be met through payment of a parkland fee. The calculation of such fees shall exclude any Open Space lots described in Section 12.1.

12. BUILDING DESIGN CRITERIA (for all buildings except for Senior Apartments or Senior Townhomes)

12.1. Building Articulation and Scale

- 1) All buildings shall have vertical and horizontal articulation. Any wall facing a public right-of-way in excess of one-hundred feet (100') in length shall incorporate wall plane projections or recesses having a depth of at least two feet and extending a minimum of twenty feet (20') in length. No façade shall

have an uninterrupted length exceeding one hundred (100) horizontal feet.

- 2) Buildings that exceed forty feet (40') in height shall incorporate a change in material application that creates an architectural delineation between the base of the building, the upper levels and the roof silhouette. Such base delineation shall be not less than 30 percent or more than 40 percent of the overall height of the building.

12.2. Exterior Wall Finish

- 1) Materials utilized on all buildings within the Property shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.
- 2) The exterior finish of all sides of the building shall be constructed of stone (limestone or sandstone), brick, glass, traditional 3-coat Portland cement stucco, composite metal panels, or concrete tilt-wall with a sandblast finish.
- 3) A minimum of 20% of all exterior surfaces, excluding the roof, must be covered by stone or brick.
- 4) All pitched roofs exposed to public view shall utilize one of the following materials:
 - (a) Standing seam metal roofing with a non-reflective finish.
 - (b) Composition shingles, shadow line style with a minimum 30-year warranty. These shingles shall be limited to buildings of three (3) stories or less.
 - (c) Clay or Concrete tile.
- 5) The following materials are prohibited on the exterior walls and roofs of all buildings and structures:
 - (a) Asbestos
 - (b) Mirrored Glass (reflectivity of 20% or more)
 - (c) Corrugated metal
 - (d) Unfinished sheet metal (except for trim or minor decorative features approved by the Zoning Administrator, or as otherwise provided herein)

- 6) Color schemes shall be harmonious and compatible with adjacent developments. Accent colors shall be compatible with the main color scheme.
- 7) All buildings shall be designed to include varied relief to provide interest and variety and to avoid monotony. This shall include details that create shade and cast shadows to provide visual relief to the buildings.
- 8) Horizontal and vertical elements of exterior walls shall vary in height, design and projection to provide substantial architectural interest and style. Such interest and style shall be provided through, but not limited to the following:
 - (a) Arcades
 - (b) Cornices
 - (c) Eaves
 - (d) Sloped or unique roof features (e.g. parapets, mansard)
 - (e) Architectural focal points (e.g. entry ways, window treatments)
- 9) Entries and Windows:
 - (a) Entries shall be recessed or covered with canopies.
 - (b) Windows shall be recessed a minimum of four inches (4") from the face of the building. (This shall not apply to Senior Group Living facilities.)
 - (c) Windows shall also contain mullions appropriate to the scale of the building.
 - (d) Large uninterrupted expanses of glass are prohibited.

13. BUILDING DESIGN CRITERIA (Senior Apartments)

13.1. Building elevation variation - Any wall in excess of 60 feet in length shall include offsets of at least two feet. There shall be no less than one offset for every 40 feet of horizontal length.

13.2. Exterior wall color finishes - Day-Glo, luminescent, iridescent, neon or similar types of color finishes are not permitted.

13.3. Exterior wall finish

- 1) The exterior finish of all buildings shall be masonry, 3-step hard coat stucco, fiber cement siding, glass, architectural steel or metal with a minimum 30-year warranty, or a combination thereof, except for doors, windows, accents and trim.
- 2) Masonry shall be defined as stone, simulated stone, or brick.
- 3) The ground floor of all buildings shall be a minimum of 75 percent masonry.
- 4) A minimum of two different materials shall be used on each structure, and each material used shall comprise no less than 20 percent of the exterior wall finish.
- 5) No more than 33 percent of the building facade may be fiber cement siding or architectural steel or metal.
- 6) The use of materials such as wood shingles or wood siding shall be limited to accent features.
- 7) Other wall finishes, accent materials, or recognized architectural styles, as approved by the Zoning Administrator.

13.4. Exterior stairwells - Exterior stairwells facing the public right-of-way shall comply with the following standards:

- 1) They shall be concealed within a fully enclosed structure, except for appropriately sized cutouts to allow for ventilation and pedestrian access;
- 2) The landing shall be recessed a minimum of five feet into said structure; and
- 3) The stairwell structure shall not protrude more than eight feet beyond the facade of the residential structure.

13.5. Glass - Mirrored glass with a reflectivity of 20 percent or more is not permitted on the exterior walls and roofs of all buildings and structures.

13.6. Orientation requirements

- 1) Buildings adjacent to a public street shall be oriented such that their longest facade faces the street, unless a building is located on the corner of a lot where two streets intersect.
- 2) Building elevations that face a public street shall have at least 15 percent of the wall facing the street consist of windows, balconies and/or stairwells.
- 3) Alternative orientation due to physical site constraints such as topography may be approved by the Zoning Administrator.

13.7. Windows - Windows shall be provided with trim and shall not be flush with exterior wall treatment unless approved by the Zoning Administrator as part of a recognized architectural style.

13.8. Roofing materials

- 1) Roofing materials shall consist of 25-year architectural dimensional shingles, tile (clay, cement, natural or manufactured stone), non-reflective prefinished metal, or reflective metal such as copper or other similar metals as approved by the Zoning Administrator.
- 2) Portions of the roof shall be permitted to be flat to provide for mechanical equipment wells or roof decks, provided that such flat areas are screened by pitched sections of the roof that meet the roofing material requirements.
- 3) Alternative roof designs associated with recognized architectural styles may be permitted by the Zoning Administrator.

13.9. Special design features. A minimum of five features from the following list shall be incorporated into the building design:

- 1) Bay window.
- 2) Arched window.
- 3) Gable window.
- 4) Oval or round windows.
- 5) Shutters.
- 6) Arched entry, balcony or breezeway entrance.
- 7) Stone or brick accent wall.

- 8) Decorative stone or brick band.
- 9) Decorative tile.
- 10) Veranda, terrace, porch or balcony.
- 11) Projected wall or dormer.
- 12) Variation of roof lines on the building.
- 13) Decorative caps on chimneys.
- 14) Entry onto the public facade for ground floor units facing the public ROW.
- 15) Other feature as approved by the Zoning Administrator.

13.10. Compatibility standards. Compatibility standards are intended to protect adjacent properties and residential neighborhoods from the adverse impacts sometimes associated with higher intensity development.

- 1) Visual screening - Screening standards for detention/water quality ponds; dumpsters, trash receptacles, outdoor storage; ground-mounted equipment; and other similar structures shall comply with the requirements located in subsection 46-195(i).
- 2) Mechanical equipment
 - a) All roof-mounted mechanical equipment shall be screened from public view.
 - b) Screening shall utilize the same or similar materials as the principal structure.
 - c) All ground-mounted mechanical equipment shall be screened with opaque fencing, a masonry wall, or landscaping in the form of one large shrub every four linear feet around the boundary of the equipment.
 - d) Wall- or window-mounted mechanical equipment shall not be permitted.
- 3) Lighting - External lighting shall be arranged and controlled so as to deflect light away from any residential district.

4) Site lighting design requirements:

- a) Fixture (luminaire) - The light source shall be completely concealed (recessed) within an opaque housing and shall not be visible from any street right-of-way or residential district.
- b) Light source (lamp) - Only incandescent, fluorescent, metal halide, or color corrected high-pressure sodium may be used. The same type shall be used for the same or similar types of lighting on any one site throughout any master-planned development.
- c) Mounting - Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.
- d) Height of fixture - The height of a fixture shall not exceed 20 feet in parking areas and 12 feet in pedestrian areas.
- e) Additional setback restriction - Recreational uses with overhead illumination such as swimming pools, tennis courts, ball fields or playground areas shall not be permitted within 50 feet of any SF-R, SF-1, SF-2, TF or TH district lot line.

5) Excessive illumination:

- a) Lighting within any lot that unnecessarily illuminates and substantially interferes with the use or enjoyment of any other lot is not permitted. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section, or if the standard could reasonably be achieved in a manner that would not substantially interfere with the use or enjoyment of neighboring properties.
- b) Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.

14. BUILDING DESIGN CRITERIA (Senior Townhomes)

14.1. Building elevation variation - Any wall in excess of 60 feet in length shall include offsets of at least two feet, to preclude a box design. There shall be no less than one offset for every 40 feet of horizontal length.

14.2. Exterior wall color finishes - Day-glow, luminescent, iridescent, neon or similar types of color finishes are not permitted.

14.3. Exterior wall finish

- 1) The exterior finish of all buildings shall be masonry, except for door, windows and trim.
- 2) Masonry shall mean stone, simulated stone, brick, stucco, or horizontally installed cement-based siding.
- 3) Horizontally installed cement-based siding or stucco shall not comprise more than 50 percent of the exterior finish (breezeways and patio or balcony insets are not included in this calculation), except that 100 percent stucco may be permitted in conjunction with tile roofs.

14.4. Glass - Mirrored glass with a reflectivity of 20 percent or more is not permitted on the exterior walls and roofs of all buildings and structures.

14.5. Orientation requirements - Building elevations that face a public street shall have at least 15 percent of the wall facing the street consist of windows and/or entrance areas.

14.6. Windows - Windows shall be provided with trim. Windows shall not be flush with exterior wall treatment. Windows shall be provided with an architectural surround at the jamb, header and sill.

14.7. Roofing materials

- 1) Roofing materials shall consist of 25-year architectural dimensional shingles, tile (clay, cement, natural or manufactured stone), non-reflective prefinished metal, or reflective metal such as copper or other similar metals as approved by the Zoning Administrator.
- 2) Portions of the roof screened by pitched roof sections shall be permitted to be flat to provide for mechanical equipment wells or roof decks provided all pitched sections of the roof meet the roofing material requirements.

14.8. Special design features - All buildings, other than garages, shall be designed to include varied relief to provide interest and variety and to avoid monotony. This shall include details that create shade and cast shadows to provide visual relief to the buildings. The following list contains a partial list of features that may be used as part of an integrated, comprehensive design:

- 1) Bow window.
- 2) Bay window.
- 3) Arched window.

- 4) Gable window.
- 5) Oval or round windows.
- 6) Shutters.
- 7) Arched entry, balcony or breezeway entrance.
- 8) Stone or brick accent wall.
- 9) Decorative stone or brick band.
- 10) Decorative tile.
- 11) Veranda, terrace, porch or balcony.
- 12) Projected wall or dormer.
- 13) Variation of roof lines on the building.
- 14) Decorative caps on chimneys.

14.9. Alternative design standards - Alternative design standards may be approved by the Zoning Administrator in order to permit a more flexible or creative design.

15. OFF-STREET PARKING AND LOADING (Senior Apartments, Senior Townhomes and Senior Group Living)

Parking requirements shall be determined by the Zoning Administrator to reflect the mobility needs of the targeted population of a specific development.

16. CHANGES TO DEVELOPMENT PLAN

16.1. Minor Changes

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

16.2. Major Changes

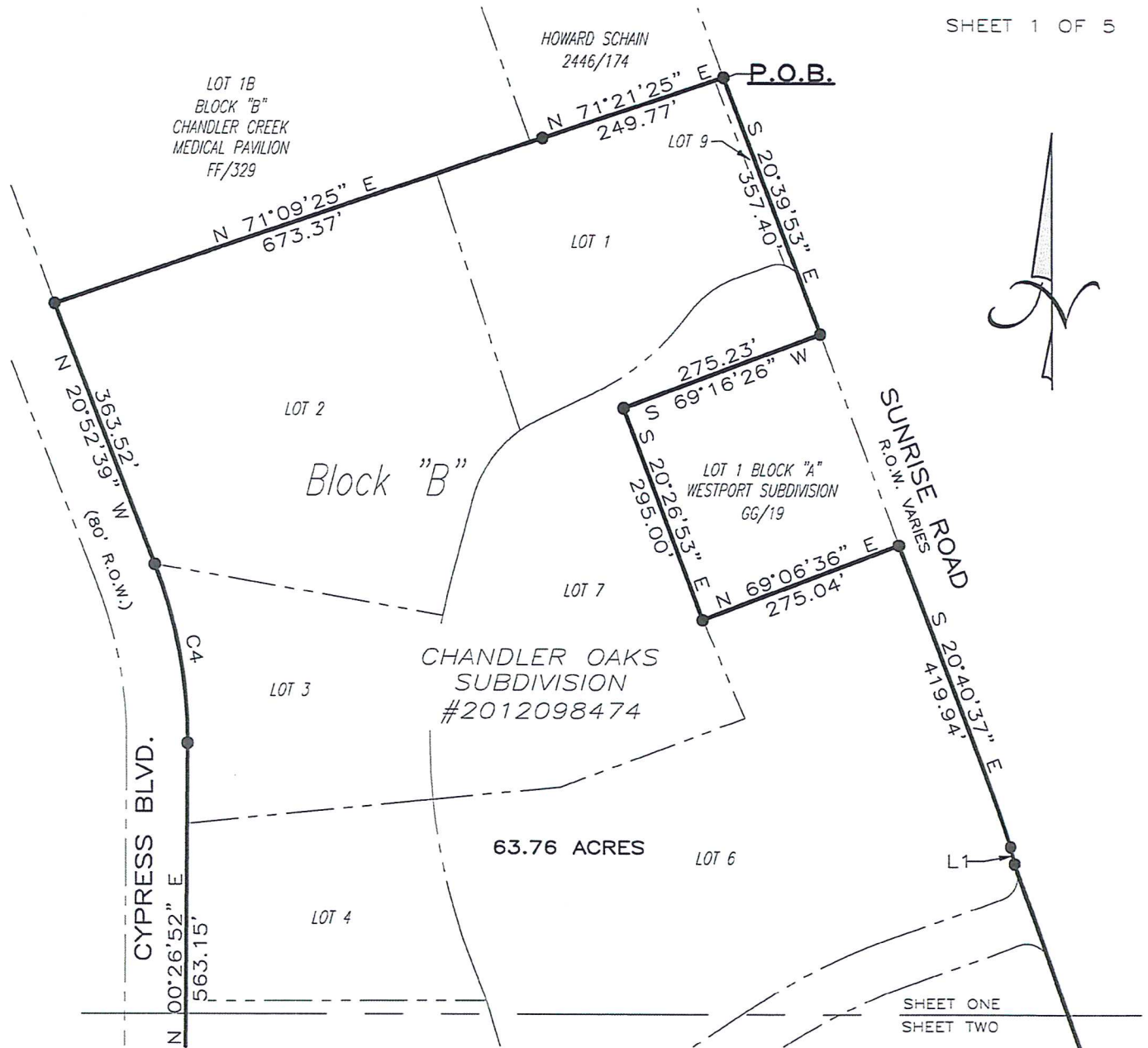
All changes not permitted under Section 15.1 above shall be resubmitted following the same procedure required by the original PUD application.

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
Exhibit "A"	Legal Description of "Property"
Exhibit "B"	Private Open Space (Plan View)
Exhibit "C"	Oakmont Extension (Plan View)

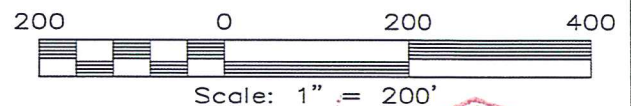
EXHIBIT TO ACCOMPANY FIELD NOTES:
 63.76 ACRES BEING ALL OF LOTS 1 - 7, 9 AND 10 AND A PORTION OF LOT
 8, BLOCK "B", CHANDLER OAKS SUBDIVISION, A REPLAT OF LOTS 3 AND 4,
 OAKMONT CENTRE SECTION 3, A SUBDIVISION IN WILLAMSON COUNTY, TEXAS AS
 RECORDED IN DOCUMENT #2012098474, OFFICIAL PUBLIC RECORDS, WILLAMSON
 COUNTY, TEXAS.

SHEET 1 OF 5



BEARINGS BASED ON: PLAT OF
 RECORD - #2012098474

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
+	CALCULATED POINT



Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
 www.texas-ls.com
 TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STATE
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EXHIBIT
 "A"

SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY
 OF AN UNAUTHORIZED/ILLEGAL DOCUMENT.

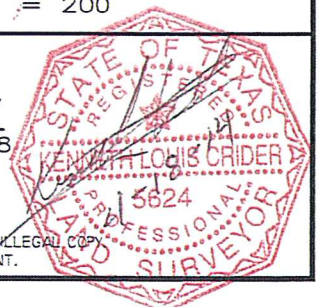
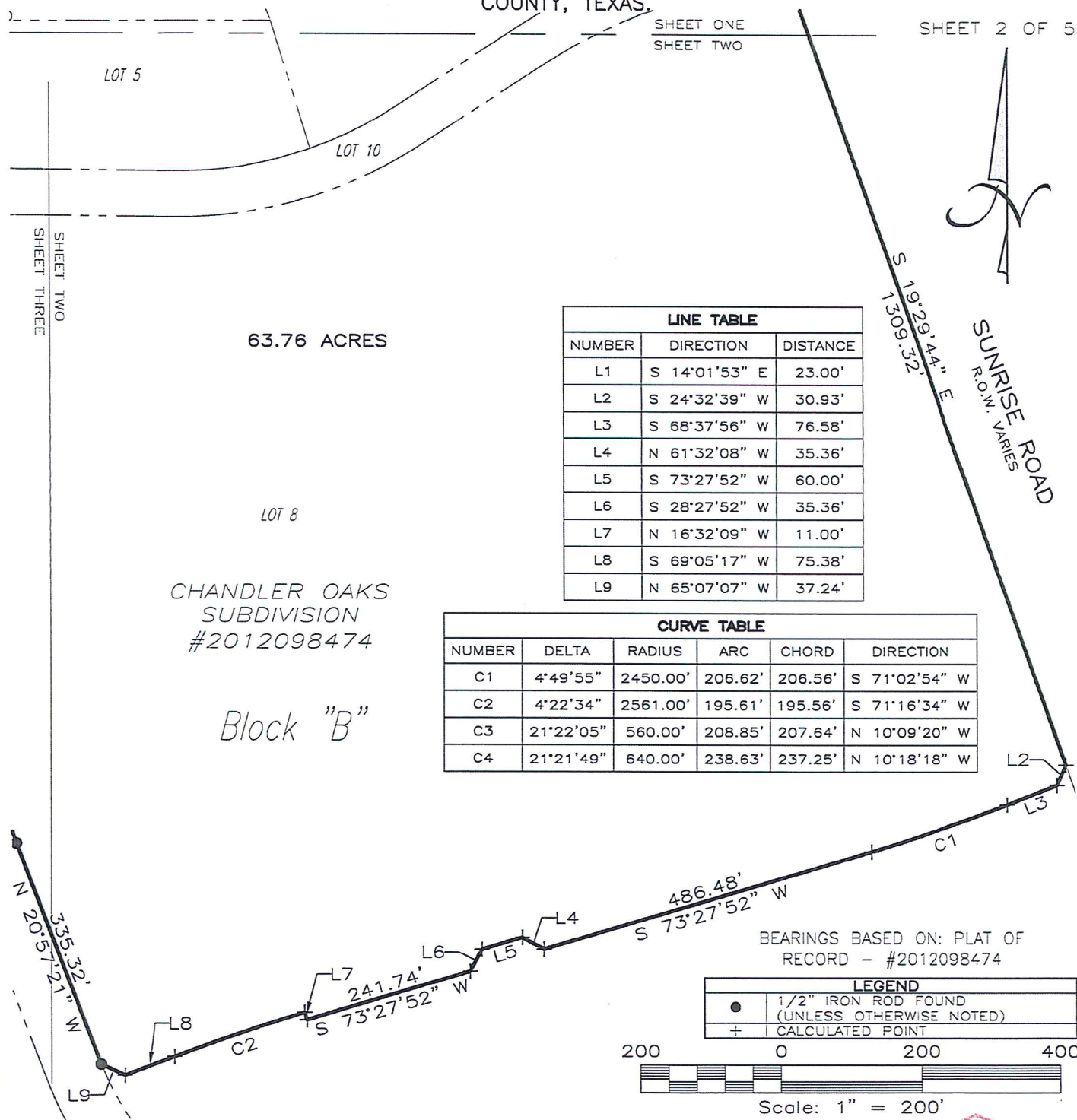


EXHIBIT TO ACCOMPANY FIELD NOTES:
63.76 ACRES BEING ALL OF LOTS 1 – 7, 9 AND 10 AND A PORTION OF LOT 8, BLOCK "B", CHANDLER OAKS SUBDIVISION, A REPLAT OF LOTS 3 AND 4, OAKMONT CENTRE SECTION 3, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AS RECORDED IN DOCUMENT #2012098474, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



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TBPLS FIRM NO.10056200

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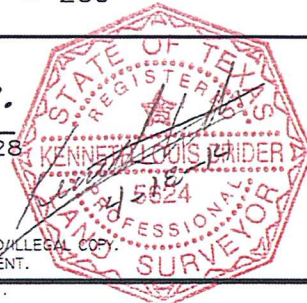
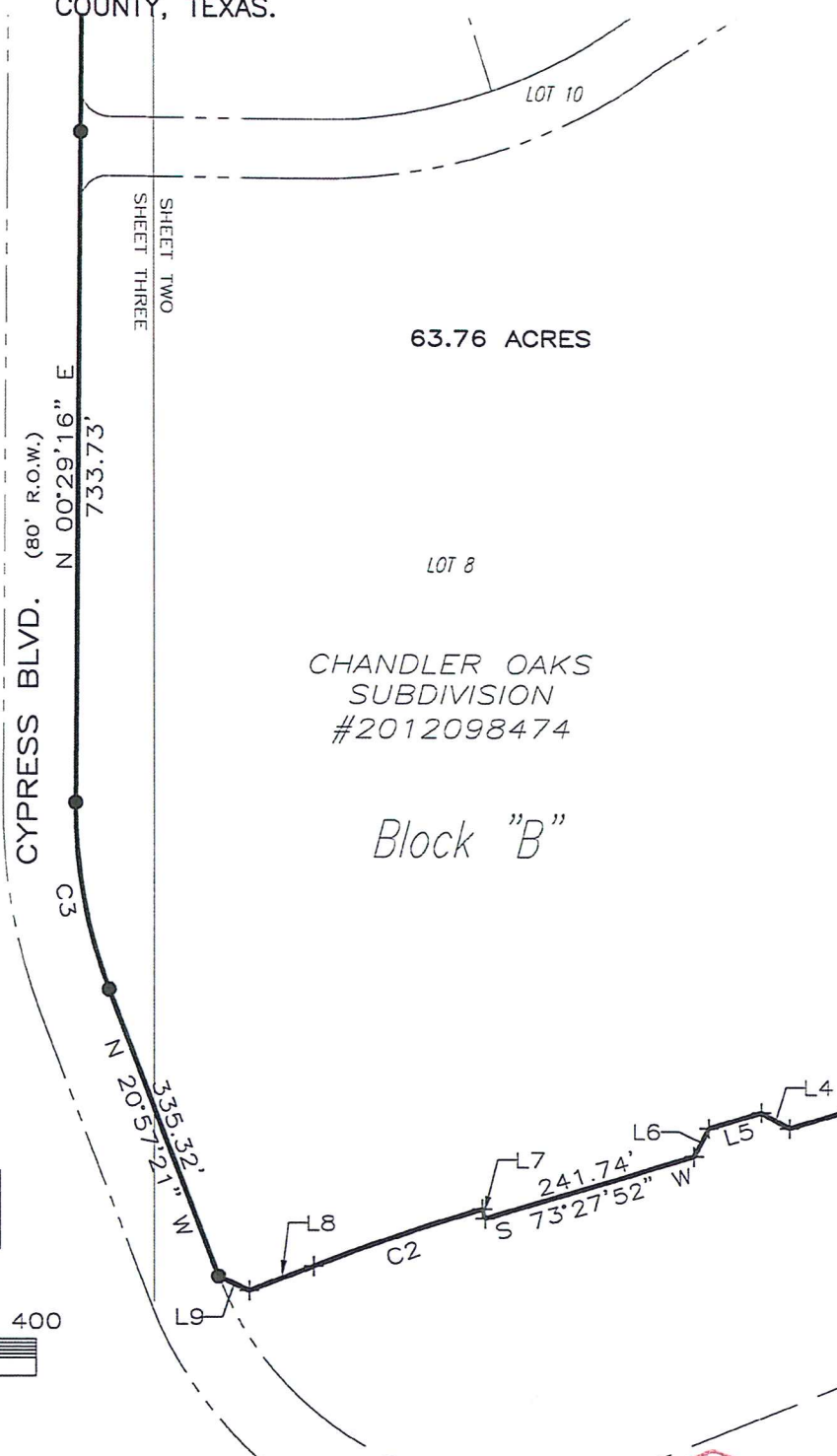
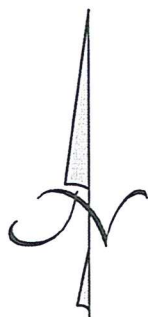


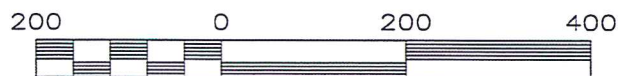
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 OAKMONT CENTRE SECTION 3, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AS
 RECORDED IN DOCUMENT #2012098474, OFFICIAL PUBLIC RECORDS, WILLIAMSON
 COUNTY, TEXAS.

SHEET 3 OF 5



BEARINGS BASED ON: PLAT OF
 RECORD - #2012098474

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
+	CALCULATED POINT



Scale: 1" = 200'

Texas Land Surveying, Inc.

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FIELD NOTES

JOB NO: 90303

DATE: APRIL 18, 2014

PAGE: 4 OF 5

63.76 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas, and being a all of Lots 1-7, 9 and 10 and a portion of 8, Block "B", Chandler Oaks Subdivision, A Replat of Lots 3 and 4, Oakmont Centre Section 3, a subdivision in Williamson County, Texas as recorded in Document No. 2012098474, Official Public Records, Williamson County, Texas and further described by metes and bounds as follows:

Beginning at a ½" iron rod found in the west line of Sunrise Road for the southeast corner of that tract to Howard Schain recorded in Volume 2446, Page 174, Official Records of Williamson County, Texas and for the northeast corner of said Lot 1 Chandler Oaks Subdivision and this tract;

THENCE: S 20°39'53" E 357.40 feet with the west line of said Sunrise Road and in part the east line of said Lot 1 Chandler Oaks Subdivision and this tract to a ½" iron rod found for the northeast corner of Lot 1, Block "A", Westport Subdivision, a subdivision in Williamson County Texas recorded in Cabinet GG, Slide 19, Plat Records of Williamson County, Texas, and for an exterior angle point in the east line of said Lot 7 Chandler Oaks Subdivision and this tract,

THENCE: S 69°16'26" W 275.23 feet to a ½" iron rod found for the northwest corner of said Lot 1 Westport Subdivision and an interior angle point in the east line of said Lot 7, Chandler Oaks Subdivision and this tract;

THENCE: S 20°26'53" E 295.00 feet to a ½" iron rod found for the southwest corner of said Lot 1 Westport Subdivision and an exterior corner in the north line said Lot 6 Chandler Oaks Subdivision and an interior corner in the east line of this tract;

THENCE: N 69°06'36" E 275.04 feet to a ½" iron rod found in the west line of Sunrise Road for the southeast corner of said Lot 1 Westport Subdivision and an exterior corner in the east line of said Lot 6 Chandler Oaks Subdivision and this tract;

THENCE: S 20°40'37" E 419.94 feet with the west line of Sunrise Road and the east line of said Lot 6 Chandler Oaks Subdivision and this tract to a ½" iron rod found for an angle point;

THENCE: S 14°01'53" E 23.00 feet with the west line of Sunrise Road and the east line of Lot 6 Chandler Oaks Subdivision and this tract to a ½" iron rod found for an angle point;

THENCE: S 19°29'44" E 1309.32 feet with the west line of Sunrise Road and in part the east line(s) of said Lots 6, 10 and 8 of said Chandler Oaks Subdivision and the east line of this tract to a point in the east line of said Lot 8 Chandler Oaks Subdivision, for the northeast corner of a proposed road realignment and the southeast corner of this tract;

THENCE: leaving Sunrise Road into and across said Lot 8, Chandler Oaks Subdivision to points in the south line of this tract the following twelve (12) courses,

- 1) S 24°32'39" W 30.93 feet,
- 2) S 68°37'56" W 76.58 feet, to the beginning of a curve to the right (D= 4°49'55", R=2450.00' Lc bears S 71°02'54" W 206.56')
- 3) 206.62 feet along the arc of said curve,
- 4) S 73°27'52" W 486.48 feet,
- 5) N 61°32'08 W 35.36 feet,
- 6) S 73°27'52" W 60.00 feet,
- 7) S 28°27'52" W 35.36 feet,
- 8) S 73°27'52" W 241.74 feet,
- 9) N 16°32'09" W 11.00 feet,
- 10) 195.61 feet along a non-tangent curve to the left(D=4°22'34", R=2561.00', Lc bears S 71°16'34" W 195.56'),
- 11) S 69°05'17" W 75.38 feet,
- 12) N 65°07'07" W 37.24 feet to a ½" iron rod found in the east line of Cypress Boulevard and the west line of said Lot 8, Chandler Oaks Subdivision for the southwest corner of this tract;

THENCE: with the east line of Cypress Boulevard and the west line(s) of Lots 8,10,5,4,3 and 2 of said Chandler Oaks Subdivision and this tract the following six (6) courses,

- 1) N 20°57'21" W 335.32 feet to a ½" iron rod found at the beginning of a curve to the right (D=21°22'05", R=640.00', Lc. Bears N 10°09'20" W 207.64')
- 2) 208.85 feet along the arc of said curve to a ½" iron pin found,
- 3) N 00°29'16" E 733.73 feet to a ½" iron rod found,
- 4) N 00°26'52" E 563.15 feet to a ½" iron rod found at the beginning of a curve to the left (D=21°, R=640.00', Lc bears N 10°18'18" W 237.25'),
- 5) 238.63 feet along the arc of said curve,

6) N 20°52'39" W 363.52 feet to a 1/2" iron rod found for the southwest corner of Lot 18, Block "B", Chandler Creek Medical Pavilion, a subdivision recorded in Cabinet "FF" Slide 329 of said Plat Records for the northwest corner of said Lot 2, Chandler Oaks Subdivision and this tract;


THENCE: N 71°09'25" E 673.37 feet to a 1/2" iron rod found for an angle point in the south line of said Schain tract and the north line of said Lot 1 Chandler Oaks Subdivision and this tract;

THENCE: N 71°21'25" E 249.77 feet to the point of Beginning and containing 63.76 acres more or less.

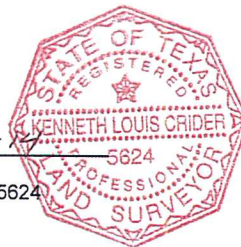
Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD 83(93)

These Field Notes were prepared using an exhibit provided by the project engineer and are not the result of an on the ground survey.

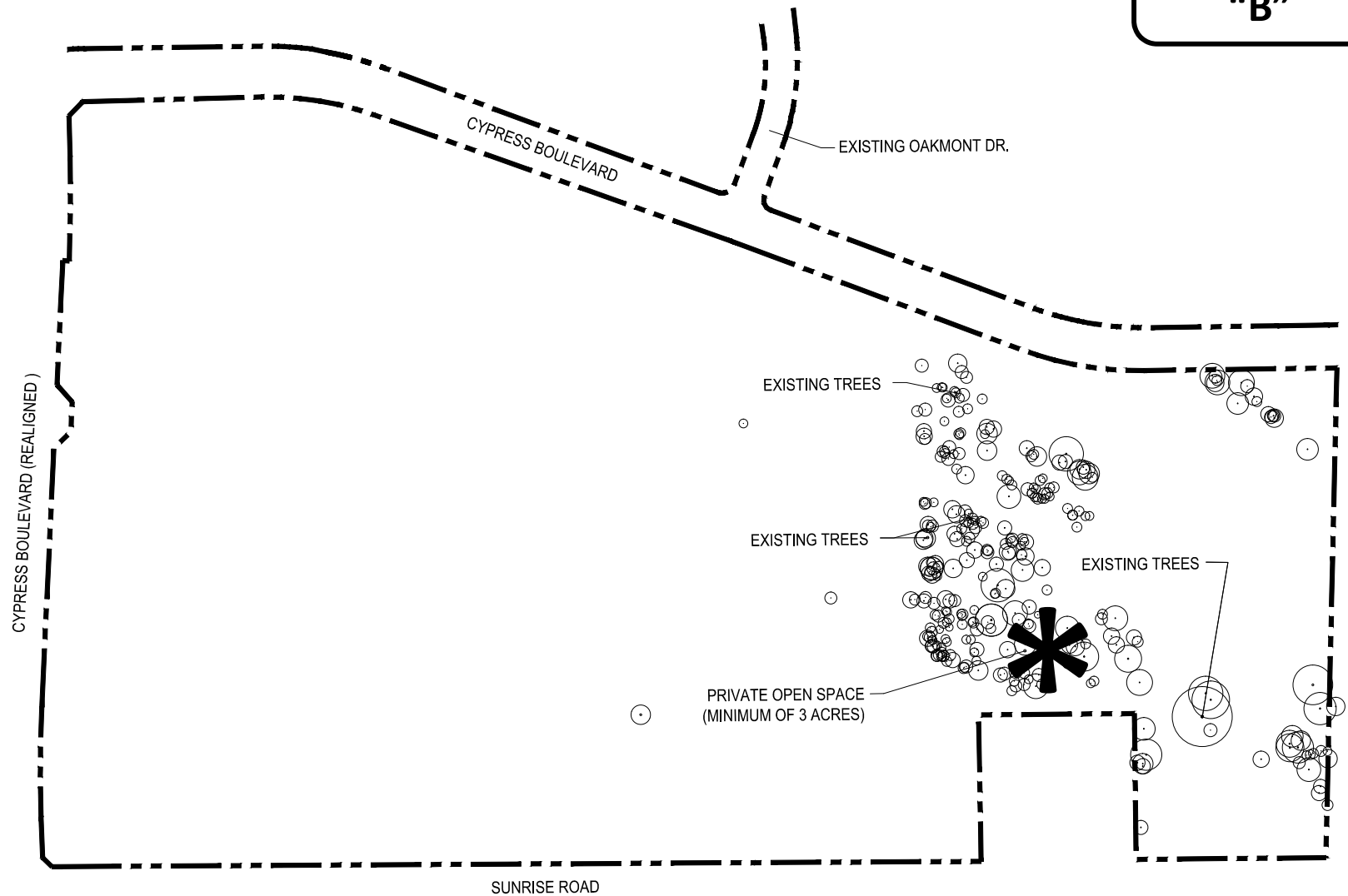
Texas Land Surveying, Inc..
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

 4-19-17
Kenneth Louis Crider,
Registered Professional Land Surveyor No. 5624

KLC/klc



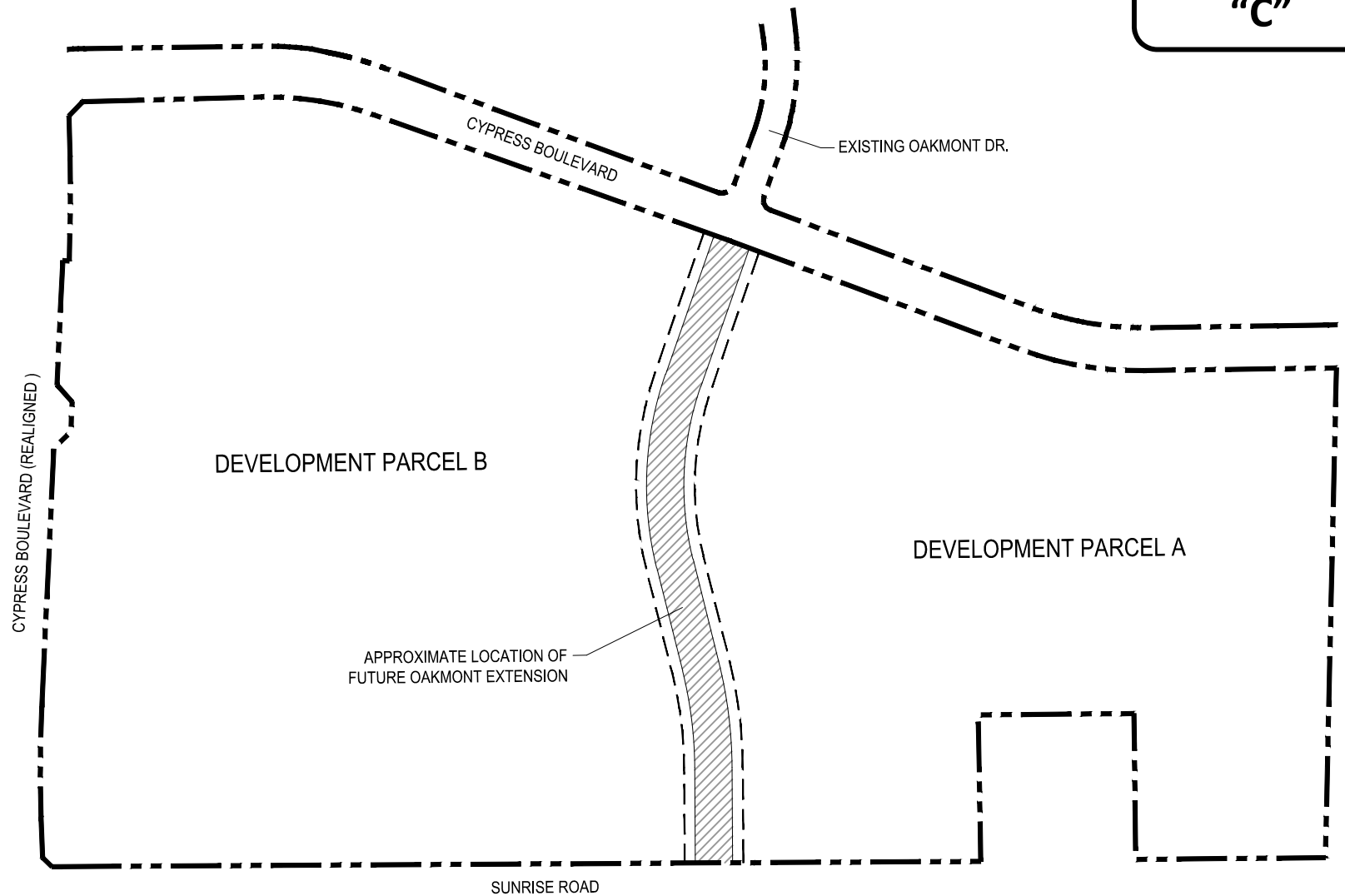
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TARRANT COUNTY TEXAS



Private Open Space Concept (plan view)



EXHIBIT
"C"



Oakmont Extension (plan view)



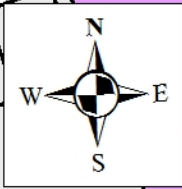


Cypress Blvd

Subject Tract
63.76 ac.

Eagles Nest St

Sunrise Rd



PF2

C-1a

C1

MF-2

PUD 90

PUD 65
PUD

LI

PUD

Subject Tract
63.76 ac.

SF-2

Eagles Nest St

C2

Sunrise Rd

LI

LI

ETJ



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Joe S. Kotrla for an approximate 9.68 acre tract located along CR 123.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2015

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

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A, Aerial Map, Future Land Use Map

Department: Planning and Development Services Department

Text of Legislative File 2015-2355

The approximate 9.68 acre tract of land is located along the north side of CR 123 east of Red Bud Lane with Brushy Creek running along its northern boundary. Based on the City Council direction as part of the Strategic Plan and the Annexation Prioritization study presented in 2014, this property was identified as a feasible and logical property to be annexed due to the close proximity to 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 May 6, 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 future landowner) changes the use of the property, subdivides it, or otherwise seeks to develop it, that action will initiate a petition for voluntary annexation. 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 an open space designation.

Staff recommends approval.

RESOLUTION NO. R-2015-2355

WHEREAS, Joe S. Kotrla (“Owner”) is the owner of that certain 9.68 acre tract of land located along the north side of CR 123 (“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; 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 Joe S. Kotrla, 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 28th 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

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ JOE S. KOTRLA

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ROUND ROCK, TEXAS ("City") and Joe. S. Kotrla ("Owner", whether one or more) and his wife, Edith Diana Kotrla, ("Spouse").

WHEREAS, Owner is owner of that certain 9.68 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, Spouse is the wife of the owner; and

WHEREAS, the Property is the homestead of Owner and Spouse; 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 and Spouse desire to enter into this Annexation Development Agreement (the "Agreement"); and

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

WHEREAS, this Development 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 and Spouse 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 (or extraterritorial jurisdiction).

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 agrees 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.

6. Spouse agrees that she is bound by all obligations and representations of the Owner as stated herein.

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/Spouse
Mr. Joe S. Kotrla and Ms. Edith Diana Kotrla
4000 CR 123
Round Rock, Texas 78664
Williamson County
Phone: (512)255-3381

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 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:_____

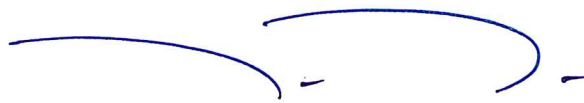
PROPERTY OWNER


Joe S. Kotrla, Trustee

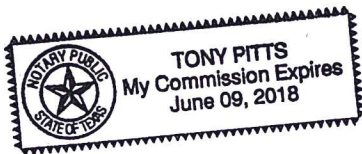
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of MAY,
2015, by Joe S. Kotrla.



Notary Public, State of Texas



Printed Name: Tony Pitts

My Commission Expires: 6/9/18

PROPERTY OWNER'S SPOUSE


Edith Diana Kotrla, Spouse

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of May,
2015, by Edith Diana Kotrla.



Notary Public, State of Texas



Printed Name: Tony Pitts

My Commission Expires: 6/9/18

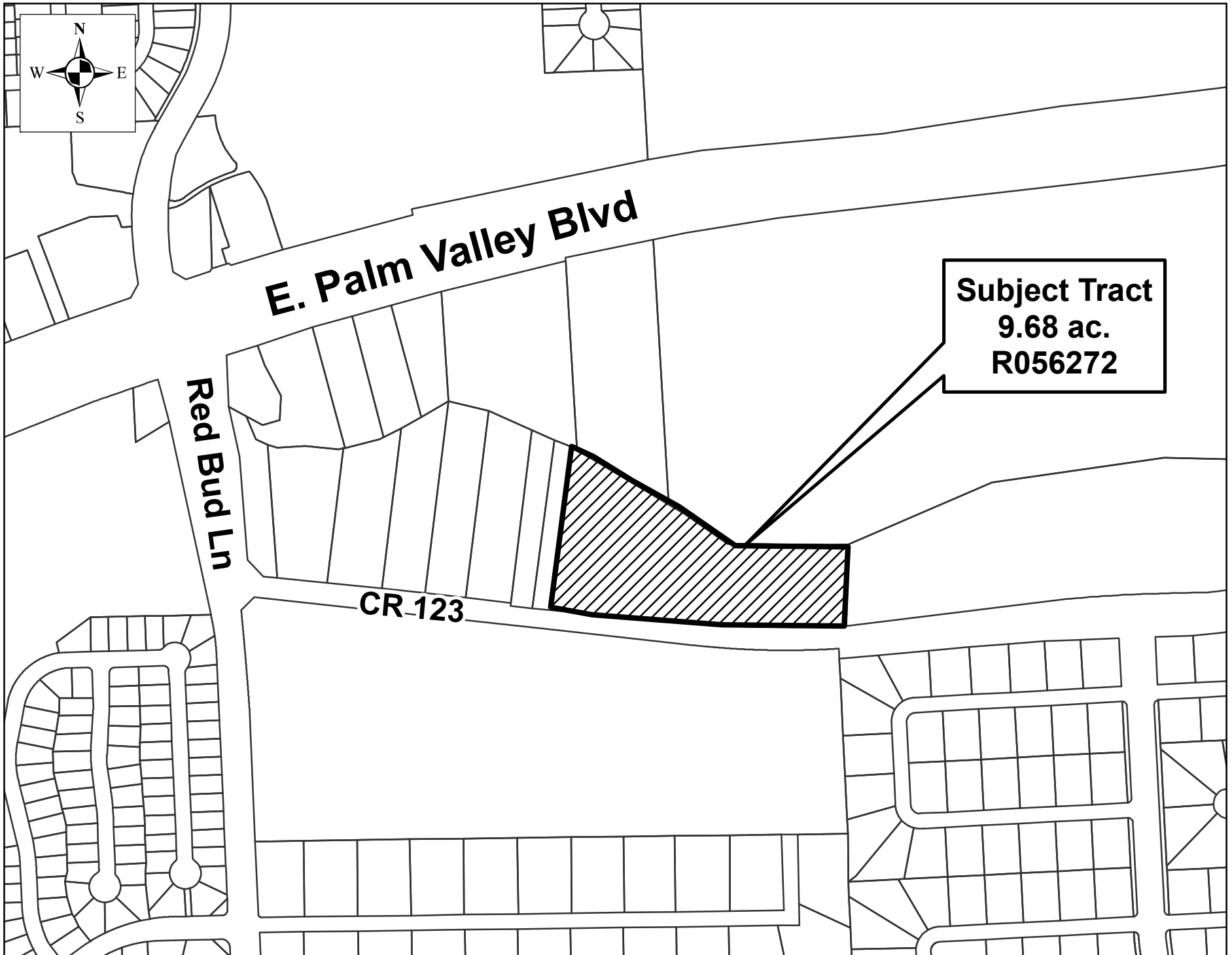


Exhibit A



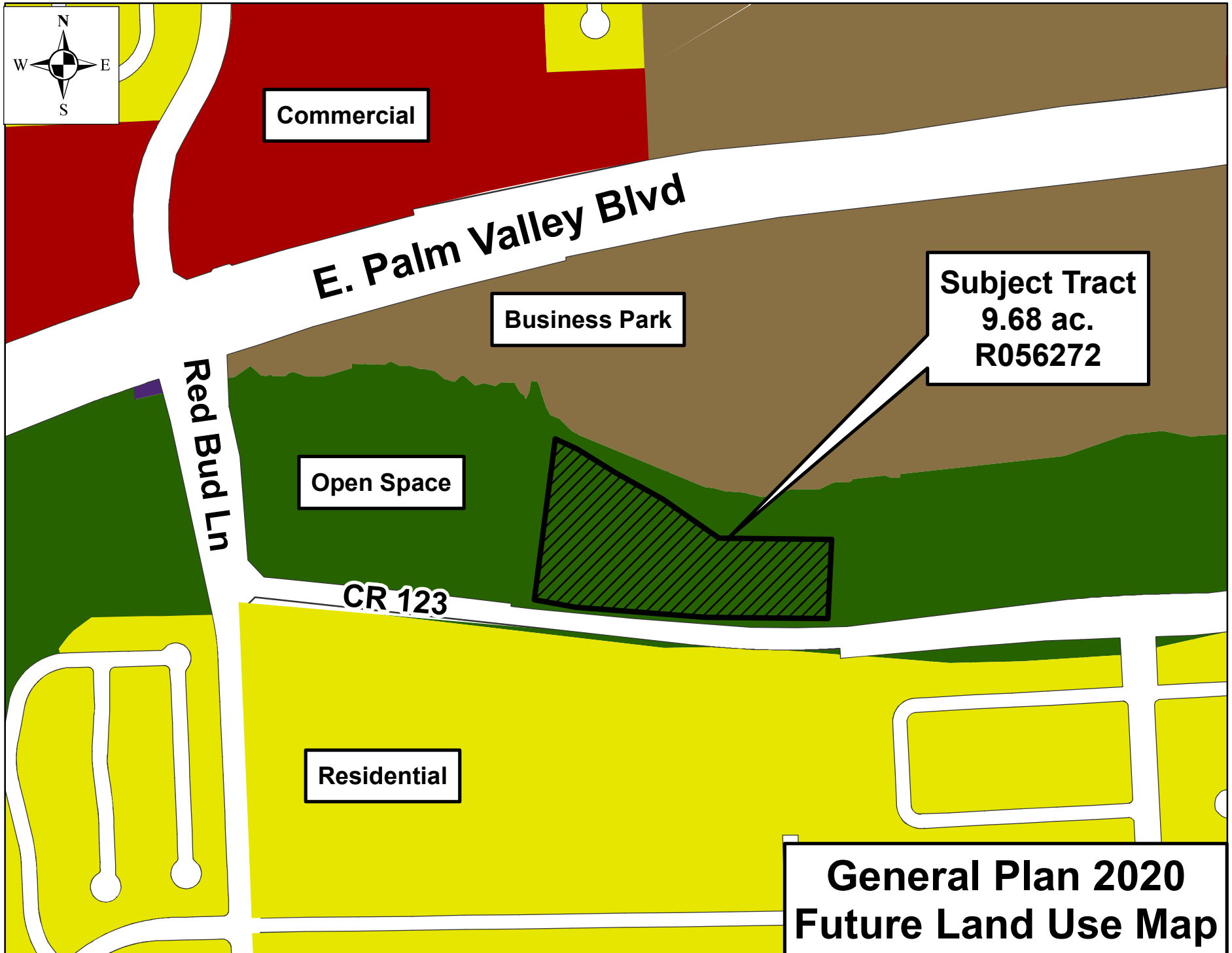
E. Palm Valley Blvd

Red Bud Ln

CR 123

**Subject Tract
9.68 ac.
R056272**







City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Judith L. Davis, for approximately 9.218 acres of land along South A.W. Grimes Boulevard.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Planning and Development Services Department

Text of Legislative File 2015-2481

The approximate 9.218 acre tract of land is located along the east side of South A.W. Grimes Blvd. south of Louis Henna Blvd. Based on the City Council direction as part of the Strategic Plan and the Annexation Prioritization study presented by staff in 2014, this property was identified as a feasible and logical property to be annexed due to its frontage on South A.W. Grimes and close proximity to Louis Henna 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 20, 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 seeks to develop the property or change its use, 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 an industrial

designation.

Staff recommends approval.

RESOLUTION NO. R-2015-2481

WHEREAS, Judith L. Davis (“Owner”) is the owner of that certain 9.218 acre tract of land located along South A.W. Grimes 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 Judith L. Davis, 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 28th 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

§

JUDITH L. DAVIS

This ANNEXATION DEVELOPMENT AGREEMENT ("Agreement") is by and between THE CITY OF ROUND ROCK, TEXAS ("City") and JUDITH L. DAVIS ("Owner").

WHEREAS, Owner is owner of that certain 9.218 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 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 her 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
Judith L. Davis
934 Chilhowee Street
Harriman, TN 37748-2203
Roane County
Phone: (512) 259-2903

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

Annexation Development Agreement
Judith L. Davis

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: _____

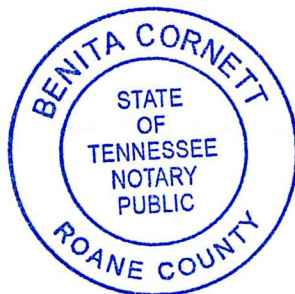
My Commission Expires: _____

PROPERTY OWNER

Judith L. Davis
Judith L. Davis

THE STATE OF TENNESSEE }
COUNTY OF ROANE }

This instrument was acknowledged before me on the 20th day of April, 2015,
by Judith L. Davis.



Benita Cornett

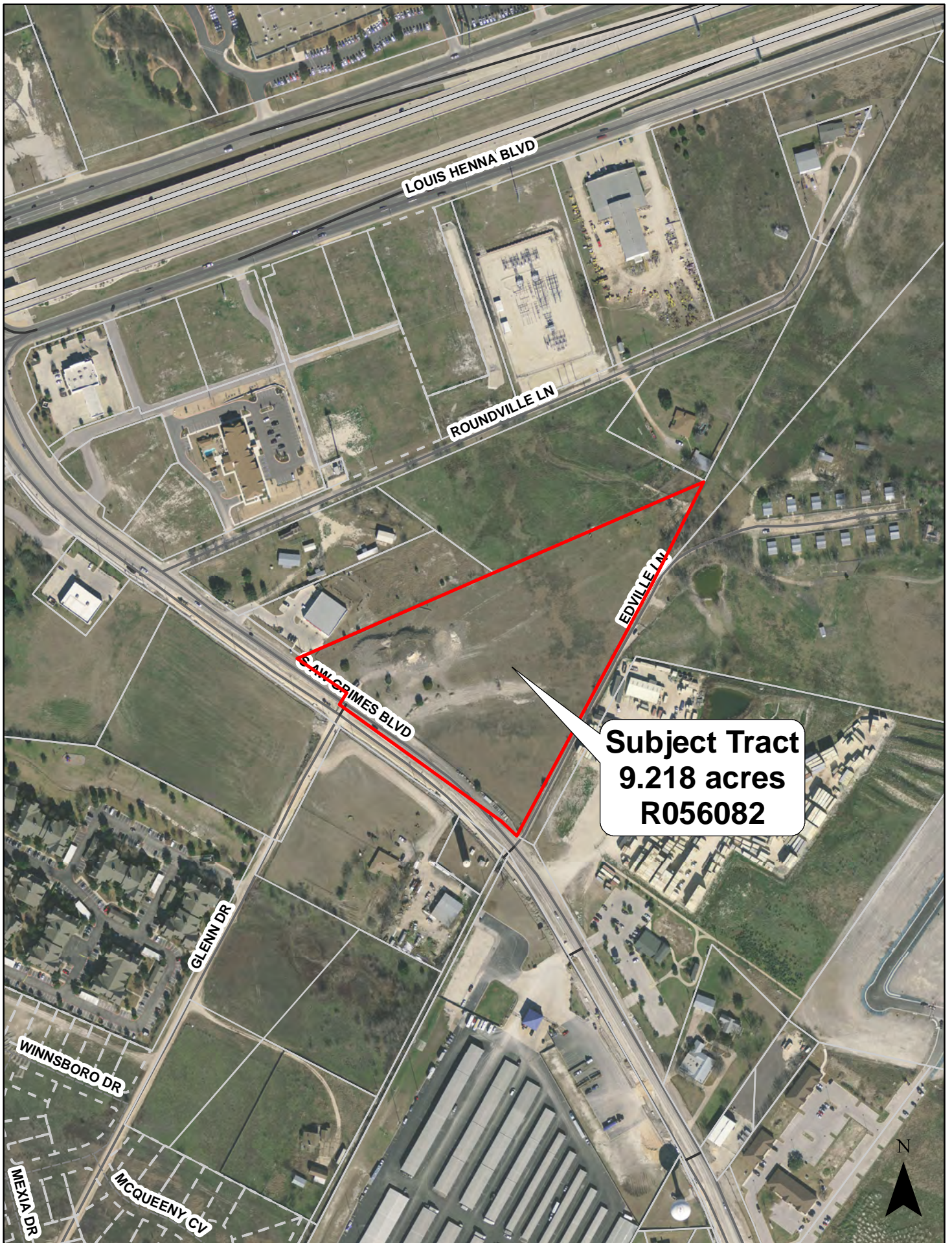
Notary Public, State of Tennessee

Printed Name: Benita Cornett

My Commission Expires: 2-12-18

Exhibit A





LOUIS HENNA BLVD

ROUNDVILLE LN

EDVILLE LN

SAWCRIMES BLVD

Subject Tract
9.218 acres
R056082

GLENN DR

WINNSBORO DR

MEXIA DR

MCQUEENY CV





City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division as a result of a settlement between Atmos Energy and the Atmos Texas Municipalities (ATM) under the rate review mechanism.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Exhibit B, Exhibit C

Department: Finance Department

Text of Legislative File 2015-2520

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates and change its rates. Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

On February 27, 2015, Atmos requested an increase of about \$28.7 million and we've reached a proposed agreement for an increase of about \$21.8 million for its 2015 RRM filing.

Also, as part of the settlement we are resolving Atmos' appeal of the ATM cities' denial of Atmos' filing under the **RRM for 2014**. As you'll recall, that matter has been pending at the Railroad Commission since Sept., 2014, and not until last week, did the Commission's hearing examiner issue his proposal for decision. IN the 2014 RRM Atmos sought an increase of about \$45.6 million and the Commission's hearing examiner proposed an increase of about \$42.9 million. As we explain in the attached Agenda Information Sheet (AIS), we believe the Commission will approve the examiner's proposal for decision and that it would be a fruitless exercise to try to persuade the Commission otherwise and we'd incur

rate case expenses needlessly.

Thus, the proposed settlement agreement approves an increase of about \$42.9 million for Atmos' 2014 RRM and an increase of about \$21.8 million for Atmos' 2015 RRM. Because Atmos has been charging higher rates under the 2014 RRM on an interim basis and subject to refund, the actual increase ratepayers will see from the proposed settlement is an increase of about \$21.8 million, which represents an overall increase in revenue of about 4%.

At this juncture, the ATM cities' options are as follows:

Option 1. To deny Atmos' requested increase under the 2015 RRM and approve no increase;

Option 2. To deny Atmos' requested increase and approve an increase of no more than \$9.1 million for its 2015 RRM, based on ATM's consultants' preliminary report;

Option 3. To take no action and allow Atmos' proposed increase of \$23.9 million in the affected cities and its related rates to go into effect; or

NOTE: *If the City elects Option 1, Option 2, or Option 3, the City would also have to continue its participation in the appeal pending at the Railroad Commission in GUD No. 10359 and incur its attendant costs.*

Option 4. To approve a settlement agreement that resolves the 2014 RRM and the 2015 RRM, which combined results in an increase in rates above 2013 revenues of \$65.7 million.

This is the option recommended to the ATM group and is presented here.

Staff recommends approval.

RESOLUTION NO. R-2015-2520

A RESOLUTION BY THE CITY OF ROUND ROCK, TEXAS (“CITY”), APPROVING A CHANGE IN THE RATES OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION (“ATMOS”) AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES (“ATM”) UNDER THE RATE REVIEW MECHANISM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Round Rock, Texas (“City”) is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under § 103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division (“Atmos”) rates, operations, and service of a gas utility within the municipality; and

WHEREAS, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”); and

WHEREAS, pursuant to the Rate Review Mechanism (“RRM”) for 2015 filed with the City on or around February 27, 2015 for a proposed system-wide increase of \$28.7 million; and

WHEREAS, experts representing ATM have been analyzing data furnished by Atmos and interviewing Atmos’ management regarding the RRM; and

WHEREAS, in May 2015, ATM and Atmos entered into a Settlement Agreement which resolved the 2014 RRM and 2015 RRM; and

WHEREAS, the settlement agreement permits Atmos to implement an increase of \$21.87 million increase over the current interim rates Atmos is charging, which when combined

with the increase under the 2014 RRM produces an increase of \$65.7 million increase over Atmos' 2013 revenues; and

WHEREAS, as part of the settlement agreement, Atmos will dismiss its pending appeal at the Railroad Commission of Texas, Atmos will not seek to recover rate case expenses over and above the agreed rate increase; and

WHEREAS, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Exhibit A, along with the proof of revenues set forth as Exhibit B, and Exhibit C, setting forth the beginning balance for purposes of determining pension and other post-employment benefits to be recovered in the next RRM filing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS THAT:

Section 1. The findings set forth in this Resolution are hereby in all things approved.

Section 2. The amended tariffs in Exhibit A are hereby adopted to become effective on June 1, 2015.

Section 3. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

Section 4. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 6. This Resolution shall become effective from and after its passage.

Section 7. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

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 28th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 18.62 per month
Commodity Charge – All <u>Ccf</u>	\$0.09931 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 40.00 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 40.00 per month
Commodity Charge – All Ccf	\$ 0.08020 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.22	0.1404	98.80	0.6372
Austin	11.59	0.1443	213.62	0.7922
Dallas	14.12	0.2000	208.11	0.9085
Waco	9.74	0.1387	130.27	0.6351
Wichita Falls	11.79	0.1476	122.35	0.5772

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

EXHIBIT

“B”

ATMOS ENERGY CORP., MID-TEX DIVISION SUMMARY PROOF OF REVENUE AT PROPOSED RATES - BASE RATES TEST YEAR ENDING DECEMBER 31, 2014

Line	Description	Total	Reference
(a)	(b)	(c)	
Rate R			
1	Rate Characteristics:		
2	Customer Charge	\$ 18.56	WP_J-5
3			
4	Consumption Charge (\$/Ccf)	\$ 0.09931	WP_J-5
5			
6	Rider GCR Part A	\$ 0.52875	Schedule H
7	Rider GCR Part B	\$ 0.19703	Schedule I
8			
9	Billing Units (1):		
10	Bills	17,642,640	WP_J-1 Page 1 Col (b) Ln 11
11	Total CCF	813,793,470	WP_J-1 Page 1 Col (b) Ln 12
12			
13	Proposed Revenue:		
14	Customer Charge	\$ 327,447,398	Ln 2 times Ln 10
15	Consumption Charge	80,817,829	Ln 4 times Ln 11
16	Base Revenue	\$ 408,265,228	Ln 14 plus Ln 15
17	Rider GCR Part A	430,293,297	Ln 6 times Ln 11
18	Rider GCR Part B	160,342,655	Ln 7 times Ln 11
19	Subtotal	\$ 998,901,179	Sum Ln 16 through Ln 18
20	Revenue Related Taxes	66,195,130	Ln 19 times WP_5.1 excel cell G37
21			
22	Total Proposed Revenue- Rate R	\$ 1,065,096,310	Ln 19 plus Ln 20
23			
24	Notes: 1. See Billing Determinants Study for details.		
25	2. Customer charge without Rider CEE		
Rate C			
1	Rate Characteristics:		
2	Customer Charge	\$ 39.87	WP_J-5
3			
4	Consumption Charge (\$/Ccf)	\$ 0.08020	WP_J-5
5			
6	Rider GCR Part A	\$ 0.52875	Schedule H
7	Rider GCR Part B	\$ 0.14156	Schedule I
8			
9	Billing Units (1):		
10	Bills	1,460,280	WP_J-1 Page 1 Col (b) Ln 11
11	Total CCF	541,288,513	WP_J-1 Page 1 Col (b) Ln 12
12			
13	Proposed Revenue:		
14	Customer Charge	\$ 58,221,364	Ln 2 times Ln 10
15	Consumption Charge	43,411,339	Ln 4 times Ln 11
16	Base Revenue	\$ 101,632,702	Ln 14 plus Ln 15
17	Rider GCR Part A	286,206,301	Ln 6 times Ln 11
18	Rider GCR Part B	76,623,173	Ln 7 times Ln 11
19	Subtotal	\$ 464,462,177	Sum Ln 16 through Ln 18
20	Revenue Related Taxes	30,778,955	Ln 19 times WP_5.1 excel cell G37
21			
22	Total Proposed Revenue- Rate C	\$ 495,241,131	Ln 19 plus Ln 20
23			
24	Notes: 1. See Billing Determinants Study for details.		
25	2. Customer charge without Rider CEE		
Rate I & T			
1	Rate Characteristics:		
2	Customer Charge	\$ 697.35	WP_J-5
3			
4	Block 1 (\$/MMBTU)	\$ 0.2937	WP_J-5
5	Block 2 (\$/MMBTU)	\$ 0.2151	WP_J-5
6	Block 3 (\$/MMBTU)	\$ 0.0461	WP_J-5
7			
8			
9			
10			
11			
12	Rider GCR Part A	\$ 5.1636	Schedule H
13	Rider GCR Part B	\$ 0.3121	Schedule I
14			
15			
16	Billing Units (1):		
17	Bills	9,852	WP_J-1 Page 3 Col (b) Ln 18
18	Block 1	10,927,308	WP_J-1 Page 3 Col (b) Ln 19
19	Block 2	12,321,162	WP_J-1 Page 3 Col (b) Ln 20
20	Block 3	21,351,721	WP_J-1 Page 3 Col (b) Ln 21
21	Total MMBTU	44,600,191	Ln 18 + Ln 19 + Ln 20
22			
23	Sales Volumes	1,899,515	WP_J-1
24			
25	Proposed Revenue:		
26	Customer Charge	\$ 6,870,292	Ln 2 times Ln 17
27	Block 1	3,209,350	Ln 4 times Ln 18
28	Block 2	2,650,282	Ln 5 times Ln 19
29	Block 3	984,314	Ln 6 times Ln 20
30	Base Revenue	\$ 13,714,239	Sum Ln 26 through Ln 29
31	Rider GCR Part A	9,808,287	Ln 12 times Ln 23
32	Rider GCR Part B	13,920,301	Ln 13 times Ln 21
33	Subtotal	\$ 37,442,826	Sum Ln 30 through Ln 32
34	Revenue Related Taxes	2,481,259	Ln 33 times WP_5.1 excel cell G37
35			
36	Total Proposed Revenue- Rate I&T	\$ 39,924,086	Ln 33 plus Ln 34

EXHIBIT
"C"

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2014

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2014 Towers Watson Report (excluding Removed Cost Centers)	\$ 6,388,826	\$ 4,542,023	\$ 9,481,670	\$ 165,758	\$ 8,736,645	
2	Allocation to Mid-Tex	46.26%	46.26%	71.70%	100.00%	71.70%	
3	FY14 Towers Watson Benefit Costs (excluding Removed Cost Centers)						
4	Allocated to MTX (Ln 1 x Ln 2)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	
5	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
6	FY14 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	\$ 18,284,949
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,955,304		\$ 6,798,531			\$ 9,753,835
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 2,101,021			\$ 6,264,334	8,365,356
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 165,758		165,758
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	\$ 18,284,949
14							
15							
16	O&M Expense Factor	95.82%	95.82%	43.03%	21.00%	43.03%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
19							
20	Capital Factor	4.18%	4.18%	56.97%	79.00%	56.97%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 123,445	\$ 87,761	\$ 3,872,930	\$ 130,949	\$ 3,568,614	\$ 7,783,699
23							
24	Total (Ln 18 + Ln 22)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	\$ 18,284,949



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute a Contract for Purchase and Sale with HRT Properties of Texas, Ltd. for the purchase of right of way necessary for the University Boulevard Widening Project (Parcels 19 and 20).

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$159,502.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2491

The purchase price is equal to the City's appraised value for the property to be acquired.

Cost: \$159,502.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2491

WHEREAS, the City of Round Rock (“City”) desires to purchase Lot 1A right of way and Lot 1B right of way (“Property”), as described on Schedule C-1 and Schedule C-2 of the Contract for Purchase and Sale, for the City’s University Boulevard Widening Project, and

WHEREAS, HRT Properties of Texas, Ltd., the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Purchase and Sale with HRT Properties of Texas, Ltd., for the purchase of the above described Property, a copy of said Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CONTRACT FOR PURCHASE AND SALE (401 and 425 University Boulevard, Round Rock, Texas)

THIS CONTRACT FOR PURCHASE AND SALE (this "**Contract**"), is made and entered into by and between **HRT PROPERTIES OF TEXAS, LTD.**, a Texas limited partnership ("**Seller**") and **THE CITY OF ROUND ROCK, TEXAS**, a municipal corporation located in Williamson and Travis Counties ("**Purchaser**").

Recitals

A. Reference is made to the "Chandler Creek Medical Pavilion, Final Plat of 1.84 Acres and a Replat of Lots 1A through 1D, Amended Resubdivision of Lot 1, Block B, Oakmont Centre Section Three and Lot 2, Block B, Oakmont Centre Section Three" filed on April 21, 2009, and recorded in Cabinet FF, Slides 329-331 of the Plat Records of Williamson County, Texas (the "**Plat**").

B. Seller owns the real property identified as Lot 1A, Block B, as shown on the Plat ("**Lot 1A**"), and the real property identified as Lot 1B, Block B, shown on the Plat ("**Lot 1B**"; Lot 1A and Lot 1B are sometimes individually referred to in this Contract as a "**Property**" and collectively as the "**Properties**").

C. In connection with Purchaser's planned roadway construction project along University Boulevard in Round Rock, Texas, Purchaser wishes to acquire in fee simple from Seller (1) the portion of Lot 1A described on Schedule C-1 (the "**Lot 1A Right of Way**"), and (2) the portion of Lot 1B described on Schedule C-2 (the "**Lot 1B Right of Way**"; the Lot 1A Right of Way and the Lot 1B Right of Way are sometimes individually referred to in this Contract as a "**Right of Way**" and collectively as the "**Rights of Way**").

D. In lieu of Purchaser instituting an eminent domain proceeding(s) to acquire the Rights of Way, Seller is willing to sell, and Purchaser is willing to purchase, the Rights of Way for the consideration contained in this Contract, and on the terms and conditions contained in this Contract.

THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Rights of Way. Seller agrees to sell and Purchaser agrees to purchase the Rights of Way on the terms and conditions contained in this Contract.

2. Purchase Price; Additional Consideration.

(a) The total monetary purchase price ("**Purchase Price**") shall be equal to \$159,502.00, with (a) \$95,048.00 of the Purchase Price allocated to the Lot 1A Right of Way, and (b) \$64,454.00 of the Purchase Price allocated to the Lot 1B Right of Way.

(b) As additional consideration for the sale of the Rights of Way, Purchaser agrees to grant and/or obtain the adjustments and variances described on Schedule 2(b) attached hereto (collectively, the "**Variances**"). The Variances must be detailed in a written instrument

acceptable to both parties and recorded at Closing so that they benefit each Property and run with the land on a going-forward basis.

3. Closing.

(a) The closing of the sale contemplated herein (the "Closing") shall be held at the offices of Texas American Title Company (the "Title Company") at its Round Rock office on a date and time mutually agreeable to the parties, but in no event later than July 17, 2015 (the "Outside Closing Date"). The date the Closing occurs is referred to in this Contract as the "Closing Date". If the Closing has not occurred on or before the Outside Closing Date for any reason other than a default by one of the parties (in which case the provisions of Section 12 shall control), then at the election of either party this Contract shall terminate, and neither party shall have any further duty, obligation, or liability to the other under this Contract except for such duties, obligations, or liabilities which expressly survive the termination of this Contract.

(b) At Closing, Seller shall convey the Rights of Way to Purchaser by special warranty deed (the "Deed"), and shall deliver a closing statement showing the Purchase Price and itemizing the costs and prorations described in this Contract (the "Closing Statement"). At Closing, Purchaser shall deliver the Purchase Price, the Closing Statement, and a written instrument in recordable form evidencing the Variances. The Deed shall be in the form attached hereto on Schedule 3(b).

4. Closing Costs.

(a) All Closing costs shall be paid by Purchaser, including all of its due diligence costs (including the costs of the Survey (defined below), if applicable), all closing and escrow charges, all recording fees, transfer and similar taxes, the costs of the Title Commitment and the Title Policy (both as defined below), and the costs of any endorsements to the Title Policy, if applicable. Purchaser and Seller shall each be responsible for their own attorneys' fees and expenses.

(b) Real property ad valorem taxes and assessments against the Lot 1A Right of Way for the year in which the Closing occurs shall be prorated as of the Closing Date by the Williamson County Tax Office, collected by the Title Company from the Purchase Price at Closing, and submitted to the appropriate tax collecting authority for payment. If the Closing occurs before the tax rate is fixed for the then current year, the proration of the Lot 1A Right of Way Taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

(c) Similarly, real property ad valorem taxes and assessments against the Lot 1B Right of Way for the year in which the Closing occurs shall be prorated as of the Closing Date by the Williamson County Tax Office, collected by the Title Company from the Purchase Price at Closing, and submitted to the appropriate tax collecting authority for payment. If the Closing occurs before the tax rate is fixed for the then current year, the proration of the Lot 1B Right of Way Taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

5. Possession. Possession of the Rights of Way shall be delivered to Purchaser on the Closing Date.

6. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that as of the Effective Date and the Closing Date, to Seller's actual knowledge (with no duty to investigate further):

(a) There are no parties in possession of the Rights of Way as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions (collectively, "Laws") relating to the Rights of Way, or any part thereof.

7. Title; Survey; Other Diligence Items.

(a) Purchaser has caused to be performed a survey ("Survey") of the Rights of Way, which are attached hereto on Schedule C-1 and Schedule C-2.

(b) Purchaser may, at its election, procure a title commitment (the "Title Commitment") to issue a Texas Owner's Title Policy (the "Title Policy") at Closing. In addition to the conditions precedent benefiting Purchaser contained in Section 9(a), Purchaser's obligation to consummate the transactions contemplated in this Contract are conditioned upon the Title Company being irrevocably obligated to issue the Title Policy at Closing free and clear of any and all liens and restrictions, except for the following: (i) all Laws, (ii) any exceptions approved in writing by Purchaser, and (iii) the standard pre-printed exceptions contained in the usual form of the Title Policy, provided that with respect to such standard pre-printed exceptions, (A) the boundary and survey exception shall be deleted, assuming Purchaser obtains the Survey and pays the costs of any necessary endorsement, (B) the exception as to restrictive covenants shall be endorsed "None of Record", assuming the same is true and Purchaser pays the costs of any necessary endorsement, and (C) the exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable", if that is in fact the case and assuming Purchaser pays for any necessary endorsement. Should Purchaser object to any title or Survey matter, Seller shall provide Purchaser with any reasonable assistance requested to cure such matters, but Purchaser shall be solely responsible for all costs associated with any curative items. Should Seller not cure such matters, the same shall not be a default by Seller, but Purchaser shall have the benefit of the condition precedent described above, as well as the condition precedent contained in Section 9(a) below.

8. Entry Upon Rights of Way. At all times prior to Closing, Purchaser shall have the right to enter upon the Rights of Way (and access through the Properties as is reasonably necessary to enter the Rights of Way), personally or through agents, employees and contractors, for the purpose of making boundary line and/or topographical surveys, conducting soil and/or environmental tests, taking photographs and in general performing such other acts with respect to the Rights of Way and its environs as are deemed necessary or appropriate by Purchaser in its reasonable discretion. Purchaser shall bear the costs of such acts and, to the extent allowed by law, shall indemnify, defend and hold Seller harmless against any and all losses, claims or

expenses (including reasonable attorneys' fees) resulting from personal injury or property damage caused by Purchaser, its agents, employees or contractors. Purchaser shall repair any damage to the Rights of Way and/or Properties caused by Purchaser or its agents, employees or contractors resulting from the entry permitted by this section and restore the Rights of Way and/or Properties to the condition existing prior to such entry. The obligations contained in this Section shall survive the termination of this Contract.

9. Conditions Precedent.

(a) Purchaser's obligation to consummate the transactions contemplated in this Contract are conditioned upon (i) Seller having performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller at or prior to Closing, and (ii) the status of title to the Rights of Way being acceptable to Purchaser in its sole discretion.

(b) Seller's obligation to consummate the transactions contemplated in this Contract are conditioned upon (i) Purchaser having performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Purchaser at or prior to Closing, (ii) Purchaser granting and/or obtaining the Variances, and (iii) the Variances being detailed in a recordable, written instrument acceptable to both parties in their sole discretion.

(c) If a party's conditions precedent to Closing have not been met on or prior to the Closing, and provided the same does not constitute a default under this Contract (in which case the provisions of Section 12 shall control), then this Contract shall terminate upon such party's written notice to the other, and neither party shall have any further duty, obligation, or liability under this Contract, except for such duties, obligations, or liabilities which expressly survive the termination of this Contract.

10. Risk of Loss. All risk of loss with respect to the Rights of Way shall remain with the Seller until the Closing Date, after which all risk of loss shall be with Purchaser.

11. Nature of Sale. The Rights of Way are being sold to Purchaser in their "AS IS, WHERE IS" condition, with all faults, without any representation or warranty of any kind, except (a) as contained in this Contract, which representations and warranties shall merge with the Deed, and (b) the covenants of title contained in the Deed. Except for the representations and warranties contained in this Contract and the covenants of title contained in the Deed, Purchaser waives, and Seller expressly disclaims, all representations and warranties with respect to the Rights of Way, including the warranties of habitability and fitness for a particular purpose. PURCHASER, ON BEHALF OF ITSELF, ITS SUCCESSORS IN TITLE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER PURCHASER, HEREBY WAIVES, RELEASES AND DISCHARGES SELLER FROM ALL CLAIMS THAT PURCHASER, ITS SUCCESSORS IN TITLE OR PARTIES CLAIMING BY, THROUGH OR UNDER PURCHASER HAS OR MAY HAVE AGAINST SELLER RELATING TO THE RIGHTS OF WAY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE RIGHTS OF WAY OF ANY HAZARDOUS

OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS OR CONTAMINANTS OR FROM THE ENVIRONMENTAL CONDITION OF THE RIGHTS OF WAY, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY. The provisions of this Section 11 shall be incorporated into the Deed and in all cases shall survive the Closing indefinitely.

12. Default. If this transaction fails to close by reason of Seller's failure to perform its obligations hereunder, Purchaser shall have the right, at its election and as its sole and exclusive remedy, to either (a) enforce specific performance of this Contract, or (b) terminate this Contract by giving Seller written notice thereof. If this transaction fails to close by reason of Purchaser's failure to perform its obligations hereunder, Seller shall have the right to terminate this Contract by giving Purchaser written notice thereof as its sole remedy.

13. Notice. Any notice or consent authorized or required by this Contract shall be in writing and: (i) sent via facsimile; or (ii) sent postage prepaid by certified mail, return receipt requested; or (iii) sent by a nationally recognized overnight carrier that guarantees next day delivery, directed to the other party at the address or fax number set forth in this Section 13 or such other parties, addresses or fax numbers as may be designated by either Purchaser or Seller by notice given from time to time in accordance with this Section 13.

To Purchaser:

The City of Round Rock, Texas
Attn: John Dean
2008 Enterprise Drive
Round Rock, Texas 78664
Fax: (512) 218-5536

With a required copy to:

Sheets & Crossfield, P.C.
Attn: Don Childs
309 East Main Street
Round Rock, Texas 78664
Fax: (512) 225-8986

To Seller:

HRT Properties of Texas, Ltd.
Attn: Robert E. Hull
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Fax: (615) 690-8410

With a required copy to:

HRT Properties of Texas, Ltd.
Attn: Stephen E. Cox, Jr.
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Fax: (615) 463-7739

Notice delivered pursuant to subsection (i) of this section shall be deemed received upon written confirmation of delivery generated by the sending machine, provided that any notice received on a non-business day or after 5:00 p.m. at the receiving locale on a business day shall not be deemed received until the next business day. Notice given pursuant to subsections (ii) and (iii) of this Section shall be deemed delivered upon receipt by the recipient or the refusal to accept delivery of the same by recipient, as the case may be.

14. Real Estate Commission. Each party represents and warrants that it has no agreement with any broker, finder, real estate agent, or other similar person in connection with the sale and purchase contemplated herein. Purchaser shall indemnify, defend, and hold Seller harmless from and against any claim, loss, suit, cost, expense, or other damage resulting from or arising out of Purchaser's breach of the foregoing representation and warranty. Seller shall indemnify, defend, and hold Purchaser harmless from and against any claim, loss, suit, cost, expense, or other damage resulting from or arising out of Seller's breach of the foregoing representation and warranty.

15. Time of the Essence. Time is of the essence of this Contract.

16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to that state's conflicts of laws principals.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto with respect to the matters to which it pertains and may be amended only by written agreement signed by both Purchaser and Seller.

18. Assignment. Neither party may assign this Contract or its rights hereunder.

19. Execution and Delivery. The "**Effective Date**" shall be the latest date that this Contract is executed by either party. This Contract may be executed in counterpart and delivered via facsimile.

20. Interpretation. The section headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Contract. This Contract was drafted by Seller for convenience purposes only and shall not be construed for or against Seller on such basis. In this Contract, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to statutes, regulations or ordinances are to be construed as including all provisions consolidating, amending or replacing the referenced statute, regulation or ordinance; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments to or changes in such agreements or instruments; references to persons include their permitted successors and assigns; use of the terms "include" or "including" are deemed modified by the phrase "without limitation" in each instance; references to a "Section" "paragraph" or "article" shall mean a provision of this Contract unless otherwise expressly stated; the terms "herein" and "hereof" refer to this Contract; references to all schedules and exhibits in this Contract mean the schedules and exhibits attached to this Contract (unless stated otherwise), each of which are fully incorporated into this Contract.

21. Recitals. The recitals are incorporated into this Contract.

(Signatures on the following pages)

IN WITNESS WHEREOF, Seller has executed this Contract on the date set forth below.

HRT PROPERTIES OF TEXAS, LTD., a Texas
limited partnership

By: Healthcare Acquisition of Texas, Inc., its
general partner

By: Robert E. Hull

Printed Name: Robert E. Hull

Date: 05/06/15

IN WITNESS WHEREOF, Purchaser has executed this Contract on the date set forth below.

THE CITY OF ROUND ROCK, TEXAS

By:_____

Its:_____

Date:_____

SCHEDULE C-1

Lot 1A Right of Way

(This Schedule consists of the metes and bounds description of the Lot 1A Right of Way and the Survey depiction of the same)

EXHIBIT "A"

17.5 Foot Wide Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A
0.077 ACRE TRACT OF LAND OUT OF THE
HRT PROPERTIES OF TEXAS, LTD. TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.077 ACRE (3,335 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.077 ACRE TRACT BEING A PORTION OF LOT 1A, BLOCK B, CHANDLER CREEK MEDICAL PAVILION, FILED ON APRIL 21, 2009, AND RECORDED IN CABINET FF, SLIDES 329-331 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.077 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND (PARCEL 2) DESCRIBED IN A SPECIAL WARRANTY DEED TO HRT PROPERTIES OF TEXAS, LTD., FILED SEPTEMBER 29, 2006, AND RECORDED IN DOCUMENT NO. 2006085080 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.077 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with orange collar stamped "Baker-Aicklen Round Rock, TX" found marking the northwest corner of said Lot 1A and the herein described tract, same being the northernmost northeast corner of Lot 1B, Block B of said Chandler Creek Medical Pavilion, said point also being on the southerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.);

THENCE North 69° 25' 31" East, with the common southerly R.O.W. line of said University Boulevard (Blvd.) and the northerly line of said Lot 1A, Block B, a distance of 181.80 feet to a calculated point for the northeast corner of the herein described tract, said point also marking the northwest end of a corner clip at the intersection of southerly R.O.W. line of said University Blvd. and the westerly R.O.W. line of Sunrise Road (a variable width R.O.W.);

THENCE South 65° 40' 11" East, with the northeast line of said Lot 1A, Block B, and with said corner clip, a distance of 24.79 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") set for the southeast corner of the herein described;

THENCE South 69° 25' 31" West, traveling across the interior of said Lot 1A, Block B, and with the proposed southerly R.O.W. line of said University Blvd., a distance of 199.36 feet to a 1/2-inch iron rod with "CORR cap" set for the southwest corner of the herein described tract, said point being on the common westerly line of said Lot 1A, Block B and the northernmost easterly line of said Lot 1B, Block B;

THENCE North 20° 34' 29" West, with the common westerly line of said Lot 1A, Block B and the northernmost easterly line of said Lot 1B, Block B, a distance of 17.50 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.077 acre (3,335 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas in August of 2014.

Exhibit "A" continued
Description of a 0.077 acre tract

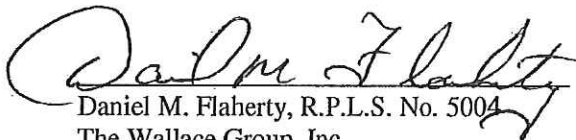
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone -- NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4700 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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



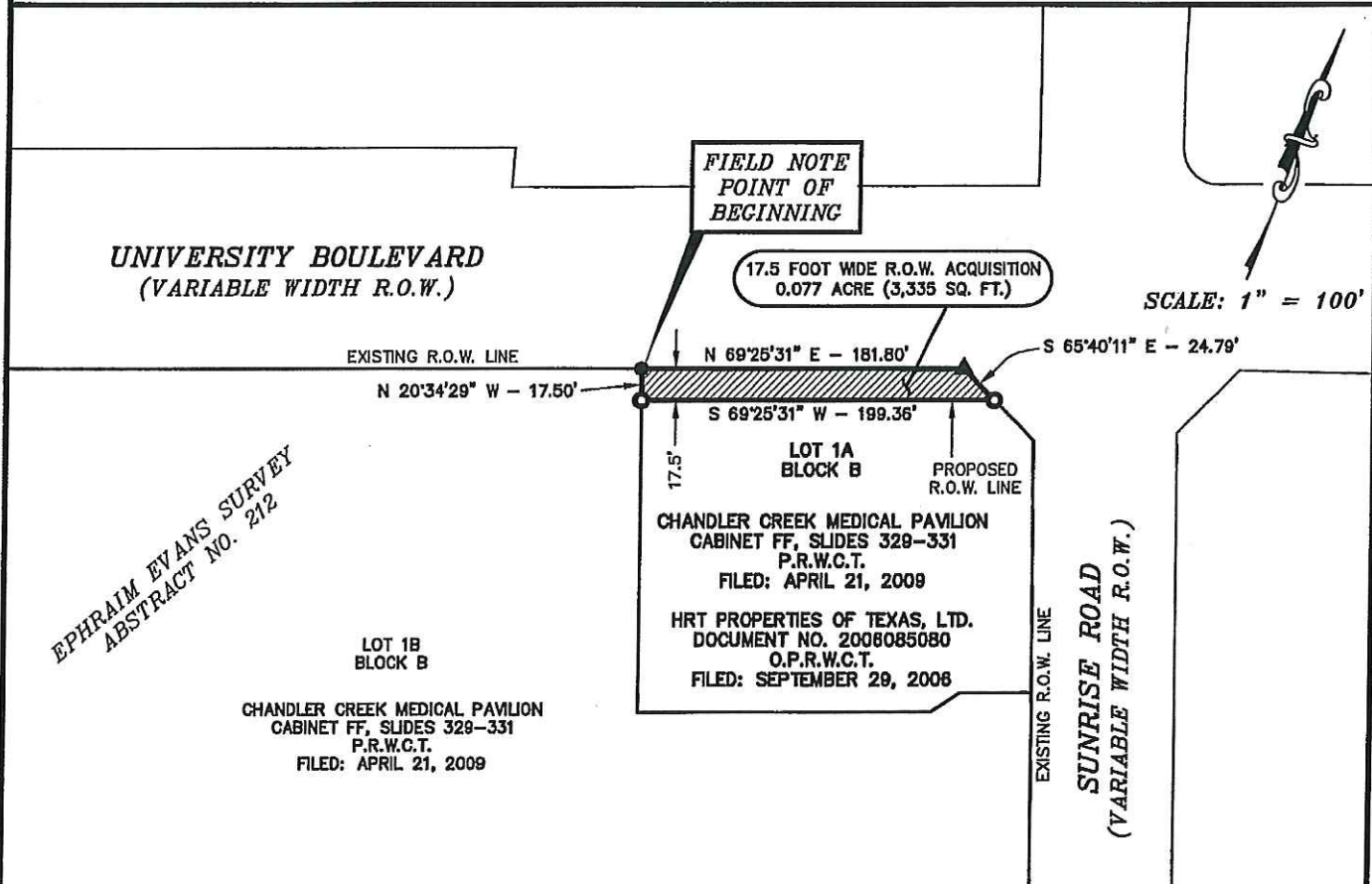
Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
See attached Plat No. A-4700
22824-FN03.doc



08-13-2014
Date

EXHIBIT "A"

(17.5 FOOT WIDE RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.077 ACRE (3,335 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



LEGEND

GENERAL NOTES:

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

- = FOUND 1/2" IRON ROD WITH ORANGE COLLAR
STAMPED "BAKED-AICKLEN ROUND ROCK, TX"
- = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED
"CORR ROW"
- ▲ = CALCULATED POINT
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



TBPLS 10051701

The Wallace Group, Inc.

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065
Engineers ■ Architects ■ Planners ■ Surveyors
Waco * Killeen * Dallas * Round Rock

TBPE F-54

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND
SURVEYS IN THE STATE OF TEXAS. THIS THE 13TH DAY OF AUGUST, 2014.

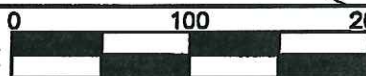
SURVEYED: 08-11-2014

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3

SCALE



© 2014 ALL RIGHTS RESERVED

PLAT NO. A-4700

DRAFT DATE 08-13-2014

DRAWN BY TAB

WORK ORDER NO. 22824

FIELDBOOK/P.G. 195/9

TAB # A-4700

DIGITAL FILE 22824R-PARCELS

F/N #

22824-FN03

SCHEDULE C-2

Lot 1B Right of Way

(This Schedule consists of the metes and bounds description of the Lot 1B Right of Way and the Survey depiction of the same)

EXHIBIT "A"

17.5 Foot Wide Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A**

**0.057 ACRE TRACT OF LAND OUT OF THE
HRT PROPERTIES OF TEXAS, LTD. TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.057 ACRE (2,479 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.057 ACRE TRACT BEING A PORTION OF LOT 1B, BLOCK B, CHANDLER CREEK MEDICAL PAVILION, FILED ON APRIL 21, 2009, AND RECORDED IN CABINET FF, SLIDES 329-331 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.057 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND (PARCEL 2) DESCRIBED IN A SPECIAL WARRANTY DEED TO HRT PROPERTIES OF TEXAS, LTD., FILED SEPTEMBER 29, 2006, AND RECORDED IN DOCUMENT NO. 2006085080 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.057 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with orange collar stamped "Baker-Aicklen Round Rock, TX" found marking the northernmost northeast corner of said Lot 1B and the northeast corner of the herein described tract, same being the northwest corner of Lot 1A, Block B of said Chandler Creek Medical Pavilion, said point also being on the southerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.);

THENCE South 20° 34' 29" East, with the common northernmost easterly line of said Lot 1B, Block B and the westerly line of said Lot 1A, Block B, a distance of 17.50 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") set for the southeast corner of the herein described tract;

THENCE South 69° 25' 31" West, traveling across the interior of said Lot 1B, Block B, and with the proposed southerly R.O.W. line of said University Blvd., a distance of 141.66 feet to a 1/2-inch iron rod with "CORR cap" set for the southwest corner of the herein described tract;

THENCE North 20° 34' 29" West, continuing with the proposed R.O.W. line of said University Blvd., a distance of 17.50 feet to a 1/2-inch iron rod with "CORR cap" set for the northwest corner of the herein described tract, said point being on the common southerly R.O.W. line of said University Blvd. and the northerly line of said Lot 1B, Block B;

THENCE North 69° 25' 31" East, with the common southerly R.O.W. line of said University Blvd. and the northerly line of said Lot 1B, Block B, a distance of 141.66 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.057 acre (2,479 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas in August of 2014.

Exhibit "A" continued
Description of a 0.057 acre tract

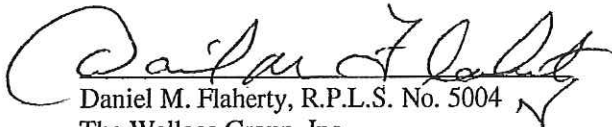
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4701 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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



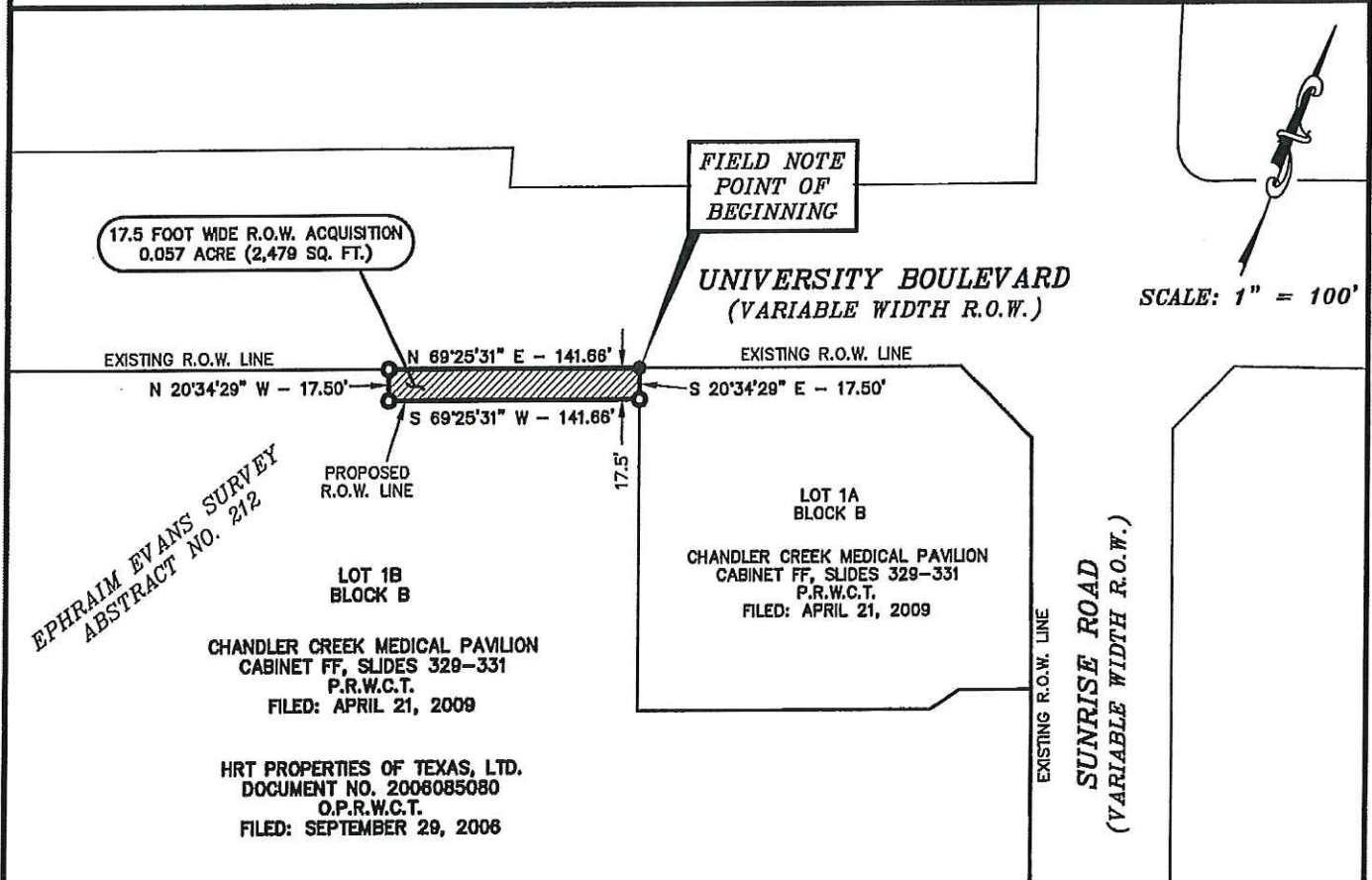
Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
See attached Plat No. A-4701
22824-FN04.doc



08-13-2014
Date

EXHIBIT "A"

(17.5 FOOT WIDE RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.057 ACRE (2,479 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



LEGEND

GENERAL NOTES:

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

- = FOUND 1/2" IRON ROD WITH ORANGE COLLAR STAMPED "BAKED-AICKLEN ROUND ROCK, TX"
- = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW"

P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



TBPLS 10051701

The Wallace Group, Inc.

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065
Engineers ■ Architects ■ Planners ■ Surveyors
Waco ■ Killeen ■ Dallas ■ Round Rock

TBPE F-54

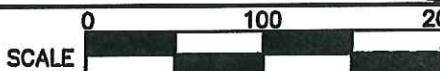
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 13TH DAY OF AUGUST, 2014.

SURVEYED: 08-11-2014

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



SCALE

© 2014 ALL RIGHTS RESERVED

PLAT NO. A-4701

DRAFT DATE 08-13-2014

DRAWN BY TAB

WORK ORDER NO. 22824

FIELDBOOK/PG. 195/9

TAB # A-4701

DIGITAL FILE 22824R-PARCELS

F/N # 22824-FN04

SCHEDULE 2(a)

(Insert Administrative Adjustment Letter)



ROUND ROCK TEXAS

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

Mayor
Alan McGraw

Mayor Pro-Tem
George White

Councilmembers
Craig Morgan
Joe Clifford
Will Peckham
John Moman
Kris Whitfield

City Manager
Laurie Hadley, Interim

City Attorney
Stephan L. Sheets

May 5, 2015

Greg Smith
HRT Properties of Texas, Ltd.
3310 W. End Ave., Suite 700
Nashville, TX 37203

Re: Condemnation Administrative Adjustment: 425 & 451 University Blvd.
University Blvd. Improvement Project
Parcels 19 and 20

Dear Mr. Smith:

As you are aware, the City of Round Rock ("City") has proposed 0.057 acre (Parcel 19) and 0.077 acre (Parcel 20) right of way takings from the parent tracts located at the addresses identified above for the widening of University Blvd., said acquisitions being described in further detail in Exhibits "A & B" attached hereto, and evidenced in Document No. _____ and Document No. _____ in the _____ Records of Williamson County, Texas. These acquisitions will affect the properties also known as Lot 1A and Lot 1B, Block B, Chandler Creek Medical Pavilion, filed on April 21, 2009, and recorded in Cabinet FF, Slides 329-331 of the Plat Records of Williamson County, Texas.

The sites are owned by HRT Properties of Texas, Ltd., ("HRT") and while the areas in the near vicinity of Parcel 19 and Parcel 20 are currently vacant, I understand that you have been engaged in preliminary discussions with the City regarding proposed development site plans for these areas.

In response to your request for an Administrative Adjustment pursuant to Section 46-96 (b)(2) of the City's Code of Ordinances ("Code"), I have reviewed the effect of these acquisitions on the existing building setback requirements for those sites. As a result of the proposed right of way acquisitions it is my understanding that calculating the building setback and areas from the newly resulting property lines after the acquisition would impact your current conceptual site and development plans.

Therefore, after consideration of these issues, and based on the required criteria in Section 46-96 of the City's Code, I hereby grant the following Administrative Adjustment for the affected tracts:

1. During any development review and site permitting process the City shall measure the applicable building setback line from University Blvd. right of way from the currently

existing property line in effect prior to the acquisitions described herein, provided that no improvements shall be constructed within the right of way proposed to be acquired.

The City understands that you intend to re-subdivide Lot 1A and Lot 1B referenced above concurrent with or shortly following the City's granting of the foregoing Administrative Adjustments, and record a new plat in connection therewith. The modified setbacks described in this letter shall be identified on the resulting plat.

Any future modifications or alterations to the sites, or any resulting subdivision plat modifications after the date of this letter and which vary from those described in the paragraph numbered 1 above must be reviewed and approved by this office. Please feel free to call if you require any additional clarification or need further information.

You may wish to record this letter in the real property records for future reference on legal matters related to these lots.

Sincerely,

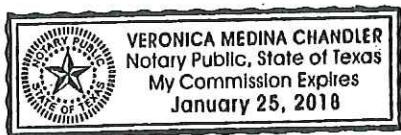


Brad Wiseman, AICP
Planning & Development Services Director

Acknowledgment

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on this the 5th day of May, 2015
by Brad Wiseman, in the capacity and for the purposes and consideration recited herein.



Veronica M. Chandler
Notary Public, State of Texas

SCHEDULE 3(b)

Form of Deed

(See Attached)

SPECIAL WARRANTY DEED

University Blvd. Right of Way

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the City of Round Rock, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed University Boulevard improvement project ("Project"); and,

WHEREAS, the purchase of the Property (defined below) has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **HRT PROPERTIES OF TEXAS, LTD., a Texas limited partnership**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day, subject to the reservations from and exceptions to conveyance and warranty, Sold and by these presents do Grant, Bargain, Sell and Convey unto the CITY OF ROUND ROCK, TEXAS all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, the same not being the homestead of Grantor, being more particularly described as follows (the "Property"):

All of that certain 0.057 acre tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas, being a portion of Lot 1B, Block B, Chandler Creek Medical Pavilion, a subdivision in Williamson County, Texas according to the Map or Plat thereof recorded in Cabinet FF, Slides 329-331, Plat Records of Williamson County, Texas; said 0.057 acre of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 19**); and

All of that certain 0.077 acre tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas, being a portion of Lot 1A, Block B, Chandler Creek Medical Pavilion, a subdivision in Williamson County, Texas according to the Map or Plat thereof recorded in Cabinet FF, Slides 329-331, Plat Records of Williamson County, Texas; said 0.077 acre of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 20**);

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments (other than liens and conveyances), that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

The Property is being conveyed in its "AS IS, WHERE IS" condition, with all faults, without any representation or warranty of any kind, except (a) as contained in that certain Contract for Purchase and Sale of Real Estate ("Contract") between the Grantor and Grantee, which representations and warranties shall merge with this Deed, and (b) the covenants of title contained in this Deed. Except for the representations and warranties contained in the Contract and the covenants of title contained in this Deed, Grantee waives, and Grantor expressly disclaims, all representations and warranties with respect to the Property, including the warranties of habitability and fitness for a particular purpose. GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS IN TITLE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY WAIVES, RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS THAT GRANTEE, ITS SUCCESSORS IN TITLE OR PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE HAS OR MAY HAVE AGAINST GRANTOR RELATING TO THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS OR CONTAMINANTS OR FROM THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY, TO THE EXTENT ALLOWED BY LAW.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in any wise belonging unto the City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind ourselves, our heirs, executors, administrators, successors and assigns to, except as to the reservations from and exceptions to conveyance and warranty, Warrant and Forever Defend all and singular the Property unto the City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

[signature page follows]

HRT PROPERTIES OF TEXAS, LTD.,
a Texas limited partnership

By: Healthcare Acquisition of Texas, Inc., its
general partner

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____,
2015, by _____, in the capacity and for the purposes and consideration therein
expressed.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

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

GRANTEE'S ADDRESS:

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

AFTER RECORDING RETURN TO:



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with RJN Group, Inc. for the Wastewater Collection System Rehabilitation Inspection Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2015

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

Cost: \$434,010.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2479

The City is required under Chapter 213 of the Texas Administrative Code (TAC) to continue this program in order to comply with the Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Recharge Zone Protection Program requirements. This contract with RJN Group, Inc. is to provide smoke and dye testing, analysis of video furnished by the City, and inspection necessary to properly assess the existing condition of the wastewater collection system in eleven wastewater sub-basins within the City's collection system.

The results of this contract will guide the City in developing a subsequent rehabilitation project to correct defects. Doing so will not only help protect the Edwards Aquifer, but will also reduce inflow and infiltration entering the City's wastewater collection system, thereby reducing the City's treatment and pumping costs. The work will be performed in sub-basins: LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z, LC19-Z, BC20-Z, CC32-Z, CC34-Z, CC35-Z, and CC37-Z.

Several years ago, it was determined to combine two years of inspections and analysis into a single project. By combining the projects together, it was possible to combine the corresponding rehabilitation projects. Increasing the size of the rehabilitation projects essentially doubled the size of the rehabilitation construction projects, which allowed the City to attract larger and more contractors to this very specialized kind of construction project.

Cost: \$434,010.00

Source of Funds: Self-Finance Wastewater Construction

Staff recommends approval.

RESOLUTION NO. R-2015-2479

WHEREAS, the City of Round Rock (“City”) desires to retain engineering services for the 2014 (Year 5 – 2nd Cycle) and 2015 (Year 1 – 3rd Cycle) Wastewater Collection System Rehabilitation Inspection Project; and

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

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with RJN Group, Inc. for the 2014 (Year 5 – 2nd Cycle) and 2015 (Year 1 – 3rd Cycle) Wastewater Collection System Rehabilitation Inspection 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 28th 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: RJN GROUP, INC. ("Engineer")
ADDRESS: 1104 S. Mays Street, Suite 214, Round Rock, TX 78664
PROJECT: 2014 (Year 5 - 2nd Cycle) and 2015 (Year 1 – 3rd Cycle) Wastewater Collection System Rehabilitation Inspection

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 all engineering services performed and to be performed under this Contract.

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Four Hundred Thirty-Four Thousand Ten and No/100 Dollars, (\$434,010.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once 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:

Eddie Zapata
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6605

Fax Number (512) 218-5536
Email Address ezapata@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:

Derek T. Schwanke, P.E.
Project Manager
1104 S. Mays Street, Suite 214
Round Rock, TX 78664
Telephone Number (512) 451-8204
Fax Number (972) 437-2707
Email Address dschwanke@rjnmail.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:

Derek T. Schwanke, P.E.
Project Manager
1104 S. Mays Street, Suite 214
Round Rock, TX 78664

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

RJN GROUP, 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

1. Designate a person to act as the Owner's representative with respect to services to be rendered under this contract. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner/s policies and decisions.
2. Provide all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all, which Owner will require to be included in the project.
3. Place at the Engineer's disposal all available information including previous reports and any other data relative to the project.
4. Arrange for access to and make provisions for Engineer and their Subconsultants to enter upon public and private property as required for Engineer to perform the services under this contract.
5. Perform inspection of all manholes and provide inspection data to the Engineer.
6. Provide CCTV inspection of all sewer mains in project area and provide inspection forms and videos to Engineer.
7. Examine all studies, reports, sketches, drawings specifications, proposals and other documents presented by the Engineer, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
8. Furnish approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the project. Pay all fees associated with approvals and permits.
9. Give prompt notice to the Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
10. Provide water to the Engineer and Engineer's Subcontractors at no cost, for use during the project.
11. Secure easements (using documents prepared by Engineer) as required for construction of the project.

EXHIBIT B
Engineering Services

PHASE 1– INVESTIGATION SERVICES

I. Project Administration and Management:

A. Project Administration:

Mobilize project team and prepare equipment for field testing.

Meet with CITY staff on a periodic basis, to update previous investigative work, to coordinate upcoming work, and to receive any input from staff. Meetings will be held at significant project milestones with written documentation of each meeting provided. A total of five (5) meetings are anticipated.

Perform general consultation with appointed CITY representative on an as-needed basis. Provide general overview opportunities for CITY personnel for observing regularly scheduled field inspection and testing activities.

Administer subcontracts for services to include closed-circuit television inspection.

Perform ENGINEER's internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

B. Data Management/Mapping:

1. All forms used in the field will be scanned and the scanned information will be verified through quality control measures.
2. Provide all information collected during the field inspection in electronic format (ACCESS Database formatted for ArcView) and hard copy format. All photographs taken during the field activities will be tied to the field data using the access structure number or line segment designation. Quality control will be performed on all data collected.
3. Make correction to the map as differences are found during scheduled field survey activities. Provide the corrections to the CITY in both electronic format and hard copy format. The same format will be used as used in the previous studies.

4. The final digital file will be plotted at a legible scale, and the color plot and an electronic copy of the digital file will be provided to the CITY in the same format used previously.

C. Public Relations:

1. ENGINEER will prepare and deliver notices necessary for the performance of smoke testing. Every reasonable effort will be made to distribute notices two (2) days prior to smoke testing; however, the CITY will allow the ENGINEER to distribute notices up to a minimum of one day in advance of smoke testing.
2. ENGINEER may distribute notices up to a maximum of seven (7) days prior to smoke testing. If conditions do not allow smoke testing to be performed during this period, ENGINEER will redistribute notices. If redistribution of smoke notices is required, testing may be performed within one (1) day of noticing.
3. The Fire Department and Public Works Department will be notified daily of smoke test locations. The Engineer will also assist the City by providing articles to be printed in local newspapers to inform the public of testing activities.

II. Field Survey Reconnaissance:

A. Manhole/Visual Pipe Inspection:

1. A comprehensive above ground inspection of manholes and cleanouts will be performed by the CITY in Basins LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z, LC19-Z, BC20-Z, CC32-Z, CC34-Z, CC35-Z, and CC37-Z. All subsurface components from the frame seal, walls, cleanout risers, and inverts are inspected. The rim to invert dimension for all connecting lines in manholes will be recorded.
2. The ENGINEER shall review the inspection data, quantify all identified defects, and enter the inspection data in the project database.

B. Rainfall Simulation:

Rainfall simulation activities will be performed in Basins LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z, LC19-Z, BC20-Z, CC32-Z, CC34-Z, CC35-Z, and CC37-Z only during this study.

This task will specifically identify sections of sewer lines and sources where excessive infiltration and inflow may be expected to occur during wet-weather periods including locations of stormwater transfer into the sanitary sewer system.

Work will include smoke testing and, if approved by CITY, dyed water flooding using comprehensive testing techniques developed by ENGINEER for such studies.

A dual blower intensified smoke technique will be utilized to test sewer lines in the selected basins. This enhanced method uses two smoke blowers for each test segment instead of the conventional technique of one blower, and partial plugging of the segment. The objective is to identify connections from typical sources such as catch basins, roof leaders, yard drains, area drains, and detectable main line and lateral defects. Smoke testing will be performed only during dry periods to maximize the effectiveness of the smoke testing program.

If approved by City, inflow sources will also be identified by means of dyed water flooding of storm sewer sections, stream sections, ditch sections, and ponding areas that may be contributing to inflow. The test areas will be based on results of the ENGINEER's smoke testing program. Positive dye tests are quantified for leakage rate. Field test data are input to the computerized data management system and analyzed. A water meter and water for dyed water flooding will be provided by CITY at no charge to ENGINEER.

Specific tasks to be included are the following:

- Perform dual blower smoke testing with partial plugging on adjacent manholes, secure photographs of defects, and record results on computerized data form. A total of 335,000 linear feet is anticipated in LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z, LC19-Z, BC20-Z, CC32-Z, CC34-Z, CC35-Z, and CC37-Z.
- Perform computerize analysis of smoke testing data and select dyed water flooding locations and estimate quantity.
- Prepare dyed water testing justification report and submit to City for approval.
- Perform dyed water flooding at selected locations and record data on computerized data forms and perform computerized analysis of data. (10 locations are anticipated.)

C. Interim Report/Cleaning and Internal Television (TV) Inspection:

1. Perform analysis of field investigations for TV inspection recommendations. Prepare a letter report summarizing the justification and location of sewers to be TV inspected with concurrent dyed water flooding. Submit and discuss the report with the CITY.

2. Perform cleaning and internal TV inspection of selected sewer lines and record findings. Sanitary sewer lines will be lightly cleaned in order to view the condition of the pipe. Light cleaning is defined as up to three passes in each sewer segment selected for television inspection. During cleaning operations, all sludge, debris, etc. shall be removed from the sewer and disposed of properly. Concurrent dyed water flooding will be performed with TV inspection to verify locations of inflow defects. (5,000 linear feet is anticipated.)

III. Analysis and Report:

This part of the project includes performing an engineering analysis of field survey data and developing recommendations for potential exfiltration source repairs, I/I source repairs, and structural or maintenance repairs. A description of field investigations, engineering analysis, and recommended action to repair the sewer system will be included in the report.

A. Data Analysis:

1. Develop rehabilitation and improvement costs for various types of infiltration/inflow defect repairs and sewer improvements including, but not limited to:
 - a. Main Replacement
 - b. Point Repair
 - c. Inversion Lining
 - d. Expansion Lining
 - e. Manhole Rehabilitation
 - f. Manhole Replacement
 - g. Public Sector Building Lateral Repair
2. Perform analysis for an infiltration and inflow rehabilitation plan based on data collected during field investigations. Also included will be any private sector rehabilitation identified during the smoke testing activities. The rehabilitation plan will include a list of defects, preliminary repair method, estimated rehabilitation cost, and estimated I/I reduction. Final engineering design is not included.
3. Prepare and submit three (3) copies of a draft report, which includes results of the field investigations, findings, cost estimates, and recommended plan to reduce I/I. The draft report will be presented and discussed with CITY staff. After comments are received, a final report will be prepared and submitted to the CITY. ENGINEER will provide three (3) copies of the final report.

IV. Project Deliverables:

The ENGINEER shall compile all findings, reports and field cataloging into a hard copy form and computer form. The ENGINEER shall deliver to the CITY, as outlined in the Scope of Work, all information pertaining to the investigation and final analysis of the project. Computer data shall be formatted to be compatible with MS Windows software products coordinated with the CITY prior to delivery. Mapping information will be provided to the CITY in the same format (ArcView) as provided to the ENGINEER at project initiation.

All documentation and reports shall be delivered as outlined above and herein to be accessed with MS Windows, Word, Excel, and Access (Specific versions will be coordinated with CITY prior to delivery.). Graphical/Mapping computer data shall be compatible with the format developed during the Phase I Study by RJN.

PHASE II – SANITARY SEWER LINE CLEANING AND TV INSPECTION PROGRAM - (Edwards Aquifer Program)

The scope of services consists of reviewing and evaluating the condition of the pipes for the sewer line cleaning and television inspection program performed by the City of Round Rock. The program is being performed to meet the requirements of the TCEQ's rules concerning the Edwards Aquifer and sanitary sewer systems. This part includes the cleaning, television inspection, and report of findings of all public sector, 6-inch diameter and larger sewer lines located in Basins LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z, LC19-Z, BC20-Z, CC32-Z, CC34-Z, CC35-Z, CC37-Z, and BC01 (Approximately 400,000 lf).

I. Project Administration

Provide a management program for assisting the City to perform the program and review of the TV tapes provided by the City for all line segments 6-inch diameter and larger.

II. Tape Review, Recommendations, Report

1. Review information (logs, tapes, CDs) provided by City to verify the project is complete.
2. Review TV inspection logs and tapes provided by the City. Input the TV inspection data into CASS for quantification of defects.
3. Prepare recommendations for repair of identified defects to comply with TCEQ regulations concerning the Edwards Aquifer and submit three (3) copies of final report to the City of Round Rock.

EXHIBIT C

Work Schedule

Attached Behind This Page

EXHIBIT C-SCHEDULE

CITY OF ROUND ROCK (2nd Cycle Year 5) BASINS LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z, LC19-Z (3rd Cycle Year 1) BASINS BC20-Z, CC32-Z, CC34-Z, CC35-Z, CC37-Z

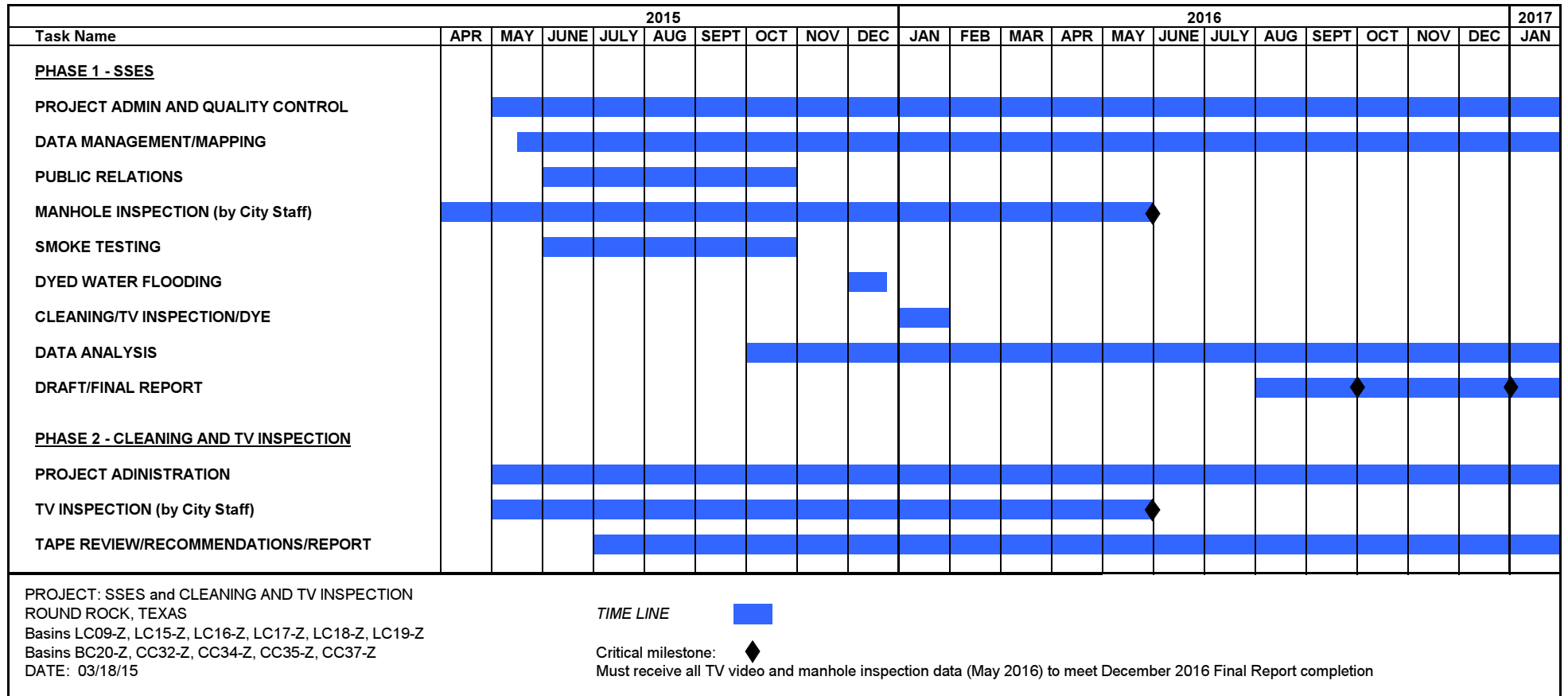


Exhibit D Fee Schedule

Project Name: 2015 WW Inspection in the Aquifer Zone (2nd Cycle Year 5 and 3rd Cycle Year 1)

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: (e.g. Administration, meetings and project quality control)	145	\$17,400.00	\$1,500.00	\$0.00	\$18,900.00
Task 2: (e.g. Data Management)	225	\$19,955.00	\$1,045.00	\$0.00	\$21,000.00
Task 3: (e.g. Public Relations)	205	\$13,000.00	\$2,350.00	\$0.00	\$15,350.00
Task 4: (e.g. Smoke Testing)	1684	\$119,500.00	\$37,800.00	\$0.00	\$157,300.00
Task 5: (e.g. Dyed Water Flooding)	56	\$3,850.00	\$250.00	\$0.00	\$4,100.00
Task 6: (e.g. Cleaning/TV/concurrent dye)	25	\$2,470.00	\$0.00	\$18,530.00	\$21,000.00
Task 7: (e.g. Manhole Inspection Analysis)	282	\$27,435.00	\$925.00	\$0.00	\$28,360.00
Task 8: (e.g. Data Analysis)	553	\$51,045.00	\$1,255.00	\$0.00	\$52,300.00
Task 9: (e.g. Draft/Final Report)	295	\$26,495.00	\$705.00	\$0.00	\$27,200.00
Task 10: (e.g. TV review, analysis and recommendations)	915	\$84,935.00	\$3,565.00	\$0.00	\$88,500.00
GRAND TOTAL:	4385	\$366,085.00	\$49,395.00	\$18,530.00	\$434,010.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2015

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 Willis of Illinois, Inc. 233 South Wacker Drive Suite 2000 Chicago IL 60606	CONTACT NAME: Willis A&E	
	PHONE (A/C, No, Ext): 312-288-7700	FAX (A/C, No): 312-234-0643
INSURED 3RJNGRO RJN Group, Inc. 200 West Front Street Attn: Alan J. Hollenbeck, P.E. (CEO) Wheaton IL 60187	E-MAIL ADDRESS: Certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Allied World Surplus Lines Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:** 1453868848**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY							
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					WC STATUTORY LIMITS	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Contractors Pollution & Professional Liability			03091208	8/1/2014	8/1/2015	\$3,000,000 \$3,000,000 08/01/1994	Per Claim Aggregate Retro Date

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

Re: 2015 WW Collection System Study (Yr. 5-2nd Cycle, Yr. 1-3rd Cycle)

CERTIFICATE HOLDER**CANCELLATION**City of Round Rock
221 East Main Street
Round Rock TX 78664-0000

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

AUTHORIZED REPRESENTATIVE

Andrea Paris

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2015

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 HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	CONTACT NAME: Mellody Hill PHONE (A/C, No., Ext): 312-279-4927 E-MAIL ADDRESS: Mellody.Hill@hubinternational.com FAX (A/C, No):
INSURED RJN Group Inc. 200 W. Front Street; Wheaton, IL 60187	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. 29424 INSURER B: Hartford Fire Insurance Co. 19682 INSURER C: ACE Property & Casualty Insurance C 20699 INSURER D: Twin City Fire Insurance Co. 29459 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2054557968**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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			83UUNAJ1317	8/1/2014	8/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			83UENAJ1418	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			M00589469	8/1/2014	8/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			83WEPL1585	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Project: 2015 WW Collection System Study (Yr. 5-2nd Cycle, Yr. 1-3rd Cycle)

City of Round Rock is included as Additional Insured with respects to the General Liability policy as required by written contract, subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

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

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute a contract with Patin Construction, LLC for the Dove Creek Drainage Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2015

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

Cost: \$293,725.00

Indexes: 2014 Drainage Revenue Bonds

Attachments: Resolution, Bid Tab, Map

Department: Utilities and Environmental Services

Text of Legislative File 2015-2503

In April of 2014, the City completed a drainage analysis for the southeast portion of the Dove Creek neighborhood to determine the feasibility of implementing drainage improvements to reduce the frequency of street inundation and property flooding that has been experienced during intense rain events. Based on the results of this analysis, the City then identified funding in order to hire a consultant to design improvements that would improve the drainage in this area. On December 12, 2014, the City Manager approved a Contract for Engineering Services with Kasberg, Patrick & Associates, LP (KPA) for the Dove Creek Drainage Improvements Project. The design includes installing underground drainage pipe with curb inlets to convey the stormwater from this area. Currently, stormwater in this area flows along the street surface and across residential properties.

On May 5, 2015, the City received five bids for the construction of the designed improvements. Upon checking and tabulation of the bids, Patin Construction, LLC submitted the lowest and best bid in the amount of \$293,725. The engineer's construction estimate for this project was \$358,000.

During the design of this project, City staff asked KPA to include an alternative that the City could select to install Polypropylene pipe in lieu of traditional reinforced concrete pipe (RCP). The bid for the Polypropylene pipe alternative was approximately \$15,000 less than the RCP alternative. After considering all factors such as cost, site conditions, and ease and speed of construction for the contractor, City Stormwater staff feels this is an excellent opportunity to use Polypropylene drainage pipe for the first time under City streets.

Staff recommends approval of the Resolution to award the Contract to Patin Construction, LLC with Add Alternate No. 2 that provides for the installation of Polypropylene pipe.

Cost: \$293,725.00

Source of Funds: 2014 Drainage Revenue Bonds

Staff recommends approval.

RESOLUTION NO. R-2015-2503

WHEREAS, the City of Round Rock has duly advertised for bids for the Dove Creek Drainage Improvements Project; and

WHEREAS, Patin Construction, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Patin Construction, LLC, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Patin Construction, LLC for the Dove Creek Drainage Improvements 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 28th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

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

BIDS EXTENDED AND CHECKED

BY : Danny Halden & Jorae Rosenthal
 DATE : 5/5/2015



BID TABULATION

SHEET: 1 of 2

CONTRACT : Dove Creek Drainage Improvements				Patin Construction		Coyote Construction		Aaron Concrete		CRU, LTD		JKB Construction	
LOCATION : 2008 Enterprise Drive				Statement of Safety? Yes		Statement of Safety? No		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? No	
DATE: 5/5/2015 TIME: 2:00 PM				Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A	
PROJECT DURATION: 75 Calendar Days				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
BASE BID													
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$19,000.00	\$19,000.00
2	Trench Safety	1350	LF	\$2.00	\$2,700.00	\$1.50	\$2,025.00	\$13.00	\$17,550.00	\$2.00	\$2,700.00	\$5.00	\$6,750.00
3	Barricade, Signing & Traffic Safety	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$18,000.00	\$18,000.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00
4	15' x 3' Curb Inlet	4	EA	\$6,000.00	\$24,000.00	\$5,180.00	\$20,720.00	\$5,500.00	\$22,000.00	\$11,500.00	\$46,000.00	\$10,000.00	\$40,000.00
5	10' x 3' Curb Inlet	1	EA	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$9,500.00	\$9,500.00	\$8,000.00	\$8,000.00
6	Adjust Existing Wastewater Service	1	EA	\$5,000.00	\$5,000.00	\$1,750.00	\$1,750.00	\$5,800.00	\$5,800.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
7	Adjust Existing Water Service	2	EA	\$5,000.00	\$10,000.00	\$2,400.00	\$4,800.00	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$7,500.00	\$15,000.00
8	5' x 5' Concrete Junction Box	2	EA	\$4,500.00	\$9,000.00	\$4,300.00	\$8,600.00	\$4,200.00	\$8,400.00	\$12,500.00	\$25,000.00	\$7,800.00	\$15,600.00
9	36" Outfall	1	EA	\$7,500.00	\$7,500.00	\$7,250.00	\$7,250.00	\$6,000.00	\$6,000.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00
10	2" HMAC Type D	82	TN	\$150.00	\$12,300.00	\$285.00	\$23,370.00	\$200.00	\$16,400.00	\$650.00	\$53,300.00	\$250.00	\$20,500.00
11	Replace Concrete Sidewalk	60	SY	\$70.00	\$4,200.00	\$84.00	\$5,040.00	\$345.00	\$20,700.00	\$150.00	\$9,000.00	\$120.00	\$7,200.00
12	Replace Concrete Curb & Gutter	25	LF	\$50.00	\$1,250.00	\$175.00	\$4,375.00	\$80.00	\$2,000.00	\$90.00	\$2,250.00	\$100.00	\$2,500.00
13	8" - 12" Deep Rock Riprap	40	SY	\$50.00	\$2,000.00	\$125.00	\$5,000.00	\$95.00	\$3,800.00	\$125.00	\$5,000.00	\$200.00	\$8,000.00
14	Replace Concrete Valley Gutter	10	SY	\$100.00	\$1,000.00	\$472.00	\$4,720.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$200.00	\$2,000.00
15	Silt Fence	400	LF	\$3.00	\$1,200.00	\$5.30	\$2,120.00	\$4.00	\$1,600.00	\$6.00	\$2,400.00	\$4.00	\$1,600.00
16	Rock Berm	25	LF	\$40.00	\$1,000.00	\$100.00	\$2,500.00	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$30.00	\$750.00
17	Inlet Protection	5	EA	\$100.00	\$500.00	\$275.00	\$1,375.00	\$110.00	\$550.00	\$150.00	\$750.00	\$130.00	\$650.00
18	Sod in-kind	40	SY	\$10.00	\$400.00	\$33.00	\$1,320.00	\$14.99	\$599.60	\$15.00	\$600.00	\$30.00	\$1,200.00
19	Remove/dispose AC Water main	100	LF	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$125.00	\$12,500.00	\$150.00	\$15,000.00	\$300.00	\$30,000.00
20	Adjust Existing Water Main	100	LF	\$250.00	\$25,000.00	\$125.00	\$12,500.00	\$150.00	\$15,000.00	\$200.00	\$20,000.00	\$200.00	\$20,000.00
21	Water Main Fittings	0.5	TN	\$8,000.00	\$4,000.00	\$3,508.00	\$1,754.00	\$1,973.58	\$986.79	\$7,500.00	\$3,750.00	\$6,250.00	\$3,125.00
TOTAL BASE BID:				\$138,050.00		\$137,319.00		\$184,736.39		\$241,375.00		\$229,875.00	

*Corrected upon bid tabulation

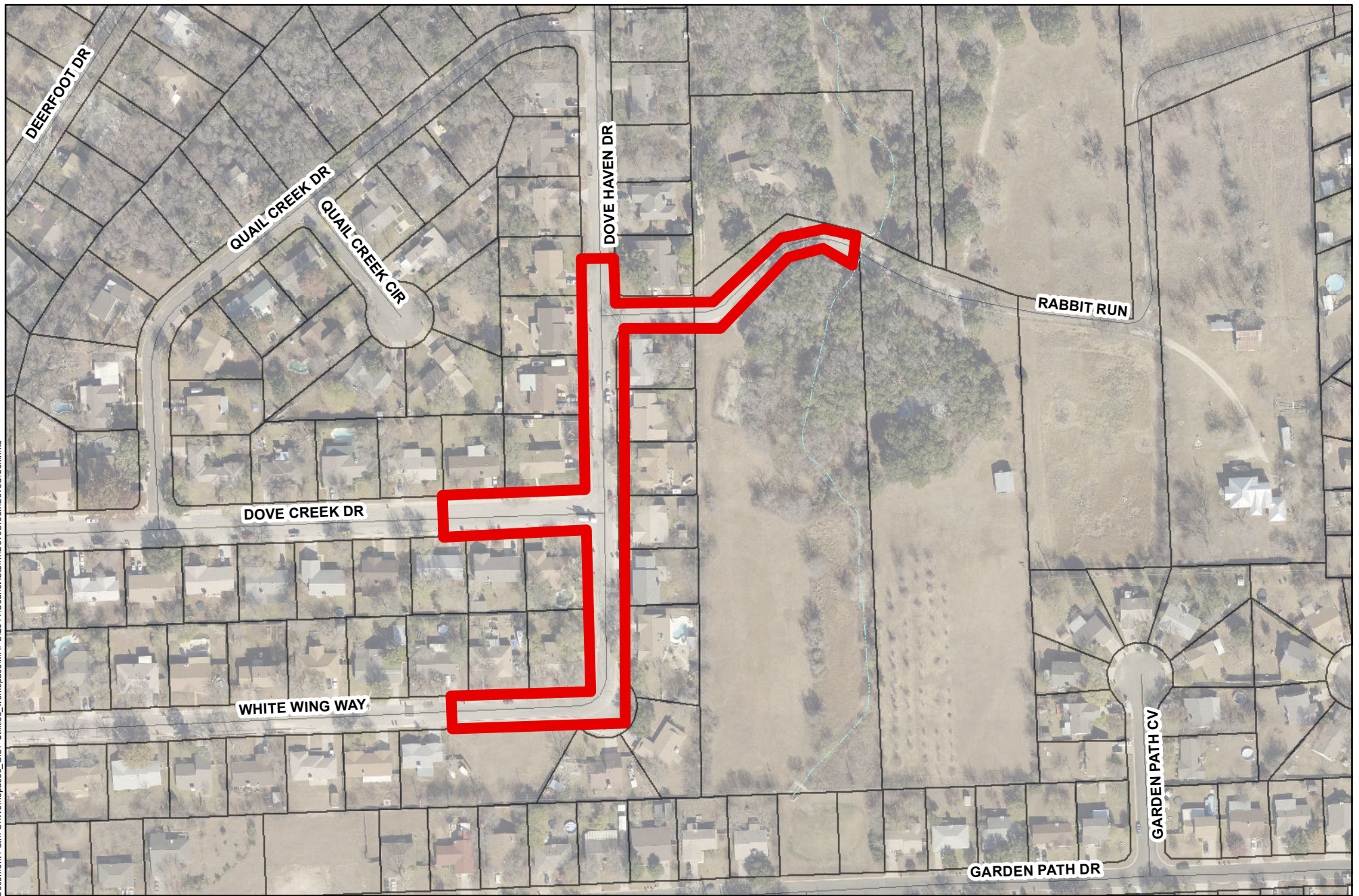
BID TABULATION

Contract: Dove Creek Drainage Improvements (Continued)

SHEET: 2 of 2

				Patin Construction		Coyote Construction		Aaron Concrete		CRU, LTD		JKB Construction		
ADD ALTERNATE NO.1														
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT COST	COST	
A1-1	36" Reinforced Concrete Pipe	745	LF	\$163.00	\$121,435.00	\$225.00	\$167,625.00	\$200.00	\$149,000.00	\$235.00	\$175,075.00	\$242.00	\$180,290.00	
A1-2	30" Reinforced Concrete Pipe	165	LF	\$145.00	\$23,925.00	\$210.00	\$34,650.00	\$160.00	\$26,400.00	\$205.00	\$33,825.00	\$220.00	\$36,300.00	
A1-3	18" Reinforced Concrete Pipe	135	LF	\$125.00	\$16,875.00	\$132.00	\$17,820.00	\$135.00	\$18,225.00	\$155.00	\$20,925.00	\$177.00	\$23,895.00	
A1-4	36" RCP 22.5 ° Bend	3	EA	\$700.00	\$2,100.00	\$1,200.00	\$3,600.00	\$2,550.00	\$7,650.00	\$1,950.00	\$5,850.00	\$1,365.00	\$4,095.00	
A1-5	36" RCP 11.25 ° Bend	1	EA	\$700.00	\$700.00	\$1,460.00	\$1,460.00	\$2,900.00	\$2,900.00	\$1,950.00	\$1,950.00	\$1,365.00	\$1,365.00	
A1-6	36" x 18" RCP 45° Wye	3	EA	\$800.00	\$2,400.00	\$1,400.00	\$4,200.00	\$2,400.00	\$7,200.00	\$2,000.00	\$6,000.00	\$1,475.00	\$4,425.00	
A1-7	30" x 18" RCP 60° Wye	3	EA	\$600.00	\$1,800.00	\$1,270.00	\$3,810.00	\$3,000.00	\$9,000.00	\$1,750.00	\$5,250.00	\$1,330.00	\$3,990.00	
A1-8	Stopper/Plug 18" RCP	1	EA	\$500.00	\$500.00	\$250.00	\$250.00	\$1,300.00	\$1,300.00	\$300.00	\$300.00	\$950.00	\$950.00	
A1-9	Stopper/Plug 30" RCP	2	EA	\$500.00	\$1,000.00	\$250.00	\$500.00	\$1,850.00	\$3,700.00	\$375.00	\$750.00	\$1,000.00	\$2,000.00	
TOTAL ADD ALTERNATE NO.1:		\$170,735.00				\$233,915.00		\$225,375.00		\$249,925.00		\$257,310.00		
ADD ALTERNATE NO.2														
A2-1	36" Polypropylene Pipe	745	LF	\$145.00	\$108,025.00	\$210.00	\$156,450.00	\$177.00	\$131,865.00	\$195.00	\$145,275.00	\$228.00	\$169,860.00	
A2-2	30" Polypropylene Pipe	165	LF	\$135.00	\$22,275.00	\$206.00	\$33,990.00	\$160.00	\$26,400.00	\$190.00	\$31,350.00	\$224.00	\$36,960.00	
A2-3	18" Polypropylene Pipe	135	LF	\$125.00	\$16,875.00	\$126.00	\$17,010.00	\$130.00	\$17,550.00	\$135.00	\$18,225.00	\$177.00	\$23,895.00	
A2-4	36" Polypropylene 22.5° Bend	3	EA	\$700.00	\$2,100.00	\$1,090.00	\$3,270.00	\$2,400.00	\$7,200.00	\$1,150.00	\$3,450.00	\$1,580.00	\$4,740.00	
A2-5	36" Polypropylene 11.25° Bend	1	EA	\$700.00	\$700.00	\$1,090.00	\$1,090.00	\$2,700.00	\$2,700.00	\$1,000.00	\$1,000.00	\$1,540.00	\$1,540.00	
A2-6	36" x 18" Polypropylene 45° Wye	3	EA	\$800.00	\$2,400.00	\$1,400.00	\$4,200.00	\$2,400.00	\$7,200.00	\$1,150.00	\$3,450.00	\$1,875.00	\$5,625.00	
A2-7	36" x 18" Polypropylene 60° Wye	3	EA	\$600.00	\$1,800.00	\$1,200.00	\$3,600.00	\$3,000.00	\$9,000.00	\$1,150.00	\$3,450.00	\$1,870.00	\$5,610.00	
A2-8	Stopper/Plug 18" Polypropylene	1	EA	\$500.00	\$500.00	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$1,175.00	\$1,175.00	\$1,085.00	\$1,085.00	
A2-9	Stopper/Plug 30" Polypropylene	2	EA	\$500.00	\$1,000.00	\$350.00	\$700.00	\$1,700.00	\$3,400.00	\$675.00	\$1,350.00	\$1,230.00	\$2,460.00	
TOTAL ADD ALTERNATE NO.2:			\$155,675.00				\$220,560.00		\$206,715.00		\$208,725.00		\$251,775.00	
TOTAL BASE BID + ADD ALTERNATE NO.1:			\$308,785.00			✱ \$371,234.00		\$410,111.39		\$491,300.00		\$487,185.00		
TOTAL BASE BID + ADD ALTERNATE NO.2:			\$293,725.00			✱ \$357,879.00		\$391,451.39		\$450,100.00		\$481,650.00		

*Corrected upon bid tabulation



DOVE CREEK





City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute a contract with Murphy Pipeline for the A/C Waterline Replacement - Phase 4 Eagles Nest Subdivision Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2015

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

Cost: \$1,029,525.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab, Letter of Recommendation

Department: Utilities and Environmental Services

Text of Legislative File 2015-2504

Based on the history of asbestos-cement (A/C) waterline main breaks that have occurred within the City, Staff has identified these areas and developed a program to replace these water mains. Beginning in 2007, the City awarded construction contracts to replace existing A/C waterlines in these problem areas by means of pre-chlorinated pipe bursting. This technique allows less impact to City customers by allowing the waterlines to be out of service for a short period of time. To date, there have been five projects that have been completed replacing approximately 50,000 Linear Feet (L.F.) of existing A/C with High Density Polyethylene (HDPE) pipe.

This project will replace approximately 9,932 L.F. of 8-inch A/C waterlines with new HDPE waterlines in the Eagles Nest Subdivision. On April 30, 2015, the City received bids from three contractors, ranging from \$1,029,525 to \$1,514,137 with Murphy Pipelines, Inc. submitting the lowest bid. The engineer's construction estimate for this project was \$1.2 Million.

Cost: \$1,029,525.00

Source of Funds: Self-Financed Water Construction

Staff recommends approval.

RESOLUTION NO. R-2015-2504

WHEREAS, the City of Round Rock has duly advertised for bids for the A/C Waterline Replacement – Phase 4 Eagles Nest Subdivision Project; and

WHEREAS, Murphy Pipeline has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Murphy Pipeline, 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 Murphy Pipeline for the A/C Waterline Replacement – Phase 4 Eagles Nest Subdivision 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 28th day of May, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

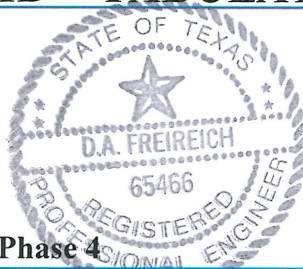
ATTEST:

SARA L. WHITE, City Clerk

BID TABULATION

THE CITY OF ROUND ROCK
Utilities & Environmental Services

2008 Enterprise Dr.
 Round Rock, Texas 78664
 (512) 218-5555



Bid Opening Date: 4/30/2015

Project Manager: Jeff Bell

PROJECT NAME: A/C Waterline Replacement Project - Phase 4

BIDDER'S NAME:				Murphy Pipeline		SKE Construction		Killebrew, Inc.	
CONTRACTOR'S BUSINESS LOCATION:				Jacksonville, FL		Cypress, TX		Lakeland, FL	
GUARANTEE: BB - Bid Bond CC - Cashier Check CTC - Certified Check				BB		BB		BB	
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No				Y		Y		Y	
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No				Y		Y		Y	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization	1	L.S.	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$60,418.00	\$60,418.00
2	Triangular filter dikes (5 ft.)	5	Ea.	\$250.00	\$1,250.00	\$15.00	\$75.00	\$211.00	\$1,055.00
3	Triangular filter dikes (10 ft.)	30	Ea.	\$350.00	\$10,500.00	\$19.00	\$570.00	\$234.00	\$7,020.00
4	Trench safety system	1	Ea.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$43,050.00	\$43,050.00
5	Traffic control plan	1	Ea.	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$35,490.00	\$35,490.00
6	Pipe burst 8-inch A/C with 8-inch HDPE	9,950	L.F.	\$55.00	\$547,250.00	\$70.00	\$696,500.00	\$79.65	\$792,517.50
7	Remove & replace existing D.I. fittings	8	Ton	\$5,000.00	\$40,000.00	\$1.00	\$8.00	\$6,886.00	\$55,088.00
8	Furnish & install long dual service (by addendum #1)	57	Ea.	\$1,500.00	\$85,500.00	\$1,000.00	\$57,000.00	\$659.00	\$37,563.00
9	Trench and place 4" casing pipe	57	Ea.	\$200.00	\$11,400.00	\$2,000.00	\$114,000.00	\$1,698.00	\$96,786.00
10	Furnish & install short dual service (by addendum #1)	61	Ea.	\$1,000.00	\$61,000.00	\$950.00	\$57,950.00	\$595.00	\$36,295.00
11	Remove & replace existing fire hydrant	14	Ea.	\$4,250.00	\$59,500.00	\$800.00	\$11,200.00	\$3,644.00	\$51,016.00
12	Furnish & install fire hydrant	2	Ea.	\$4,250.00	\$8,500.00	\$4,000.00	\$8,000.00	\$3,547.00	\$7,094.00
13	Remove & replace existing 8" gate valve	30		\$1,500.00	\$45,000.00	600	\$18,000.00	1495	\$44,850.00
SUB TOTAL:					\$924,900.00		\$1,011,303.00		\$1,268,242.50

BID TABULATION

THE CITY OF ROUND ROCK
Utilities & Environmental Services

2008 Enterprise Dr.
Round Rock, Texas 78664
(512) 218-5555

Bid Opening Date: 4/30/2015

Project Manager: Jeff Bell

PROJECT NAME: A/C Waterline Replacement Project - Phase 4

BIDDER'S NAME:				Murphy		SKE		Killebrew	
CONTRACTOR'S BUSINESS LOCATION:									
GUARANTEE: BB - Bid Bond CC - Cashier Check CTC - Certified Check									
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No									
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No									
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
14	Furnish & install 8" gate valve	12	Ea.	\$1,500.00	\$18,000.00	\$1,250.00	\$15,000.00	\$1,495.00	\$17,940.00
15	Furnish & install owner cutoff valve assembly	30	Ea.	\$30.00	\$900.00	\$10.00	\$300.00	\$251.00	\$7,530.00
16	Install meter box	30	Ea.	\$200.00	\$6,000.00	\$150.00	\$4,500.00	\$127.00	\$3,810.00
17	Furnish & install 6" sewer service	500	L.F.	\$15.00	\$7,500.00	\$1.00	\$500.00	\$100.60	\$50,300.00
18	Furnish & install 6" sewer clean out assembly	25	Ea.	\$125.00	\$3,125.00	\$10.00	\$250.00	\$673.00	\$16,825.00
19	Concrete sidewalk repair	10,000	S.F.	\$4.00	\$40,000.00	\$9.00	\$90,000.00	\$9.90	\$99,000.00
20	Concrete pedestrian ramp repair	6	Ea.	\$800.00	\$4,800.00	\$2,000.00	\$12,000.00	\$822.00	\$4,932.00
21	Concrete driveway repair	6	Ea.	\$800.00	\$4,800.00	\$3,000.00	\$18,000.00	\$2,773.00	\$16,638.00
22	Remove & replace concrete curb & gutter	200	L.F.	\$35.00	\$7,000.00	\$30.00	\$6,000.00	\$39.60	\$7,920.00
23	HMAC road repair	100	Ton	\$125.00	\$12,500.00	\$175.00	\$17,500.00	\$210.00	\$21,000.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
	TOTAL:				\$924,900.00		\$1,011,303.00		\$1,268,242.50
GRAND TOTAL:					\$1,029,525.00		\$1,175,353.00		\$1,514,137.50



ROUND ROCK TEXAS

UTILITIES & ENVIRONMENTAL SERVICES DEPARTMENT

Mayor
Alan McGraw

Mayor Pro-Tem
George White

Councilmembers
Craig Morgan
Joe Clifford
Will Peckham
John Moman
Kris Whitfield

City Manager
Laurie Hadley, Interim

City Attorney
Stephan L. Sheets

May 7, 2015

Michael Thane, P.E.
Director of Utilities and Environmental Services
City of Round Rock
2008 Enterprise Drive
Round Rock, TX 78664

**Re: A/C Waterline Replacement – Phase 4 Eagles Nest Subdivision
Engineer's Recommendation for Award of Contract**

Mr. Thane,

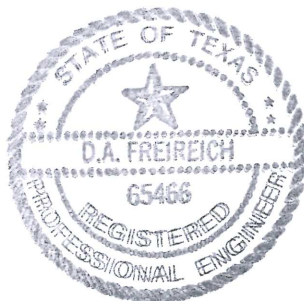
Bids for the above referenced project were received on April 30, 2015. A total of three bids were received. Murphy Pipeline submitted a bid in the amount of \$1,029,525, SKE Construction, Inc. submitted a bid in the amount of \$1,175,353, and Killbrew, Inc. submitted a bid in the amount of \$1,514,137.50.

Murphy Pipeline has satisfactorily completed a waterline replacement project for the City in the past. Based upon past performance, and submission of the lowest and best bid, I recommend award to Murphy Pipeline in the amount of \$1,029,525.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

David Freireich, P.E.
Utilities Engineering Manager
City of Round Rock



CC: Jeff Bell, Project Manager, City of Round Rock
Project File



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

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

Type: Presentation

Governing Body: City Council

Agenda Date: 5/28/2015

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

Cost:

Indexes:

Attachments: Semi-Annual Report

Department: Utilities and Environmental Services

Text of Legislative File 2015-2505

The Local Government Code Section 395.058 requires the Capital Improvements Advisory Committee to report to the political subdivision (City Council) the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee. The local government code also requires the Advisory Committee to advise the City Council of the need to update the land use assumptions, capital improvements plan, and impact fees. These items were last updated in April 2012 and went into effect in August 2012.

The Committee met on May 6, 2015 to review the Semi-annual Capital Improvements Plan Progress Report. Although the projected population growth in Round Rock is proceeding at a slightly slower rate than was anticipated in the impact fee report, resulting in less water and wastewater impact fees collected, this has not caused a significant concern since the City has delayed some of their Capital Improvement Projects.

As a result, the City recommends the impact fees be reviewed every three years so that the fees are set according to the growth patterns and needs of the water and wastewater utility system. According to this schedule, the City has commenced with their Water and Wastewater Master Plan Updates. The impact fees will then be updated following completion of the Master Plans. The estimated schedule for completing the Impact Fee Update would be Fall of 2015. The next Capital Improvements Plan Program Report will include the results of the new Impact Fee analysis and will be presented to the CIAC and City Council in approximately six months.

Staff recommends approval.



ROUND ROCK TEXAS
PLANNING & DEVELOPMENT SERVICES DEPARTMENT

Mayor
Alan McGraw

Mayor Pro-Tem
George White

Councilmembers
Craig Morgan
Joe Clifford
Will Peckham
John Moman
Kris Whitfield

City Manager
Laurie Hadley, Interim

City Attorney
Stephan L. Sheets

May 7, 2015

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

RE: Capital Improvements Advisory Committee - Semi-Annual Meeting

Dear Mayor McGraw and Council Members:

The Capital Improvements Advisory Committee met on May 6, 2015, to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the impact fees. The following information is being provided to you pursuant to § 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the impact fee. Therefore, a motion was made to approve and forward the report to the City Council, with updated city comparison data.

Sincerely,

David Pavliska, Chairman
Capital Improvements Advisory Committee



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the possible sale or lease of McNeil Park.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2544



City of Round Rock

Agenda Item Summary

Agenda Number: K.2

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the possible sale or lease of a tract of land located at the southwest corner of Old Settlers Blvd. and Red Bud Trail.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2545



City of Round Rock

Agenda Item Summary

Agenda Number: K.3

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the possible purchase of a tract of land owned by Dell Computer Corp. for a fire station site.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2546



City of Round Rock

Agenda Item Summary

Agenda Number: K.4

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the possible purchase of a tract of land adjacent to the City's water well site and PARD yard site east of Mays.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2547



City of Round Rock

Agenda Item Summary

Agenda Number: K.5

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the possible purchase of a tract of land adjacent to 615 Palm Valley Blvd.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2548



City of Round Rock

Agenda Item Summary

Agenda Number: K.6

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the possible sale or lease of a tract of land located along Onion Creek and west of Chisholm Trail Road.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2015-2550



City of Round Rock

Agenda Item Summary

Agenda Number: K.7

Title: Consider Executive Session as authorized by §551.071, Government Code, related to consultation with the City Attorney regarding pending litigation, to wit: James H. Watson v. City of Allen, et al.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2559



City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Consider possible action relative to Executive Session related to the possible sale or lease of McNeil Park.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2566



City of Round Rock

Agenda Item Summary

Agenda Number: L.2

Title: Consider possible action relative to Executive Session related to the possible sale or lease of a tract of land located at the southwest corner of Old Settlers Blvd. and Red Bud Trail.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2565



City of Round Rock

Agenda Item Summary

Agenda Number: L.3

Title: Consider possible action relative to Executive Session related to the possible purchase of a tract of land owned by Dell Computer Corp. for a fire station site.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2564



City of Round Rock

Agenda Item Summary

Agenda Number: L.4

Title: Consider possible action relative to Executive Session related to the possible purchase of a tract of land adjacent to the City's water well site and PARD yard site east of Mays.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2563



City of Round Rock

Agenda Item Summary

Agenda Number: L.5

Title: Consider possible action relative to Executive Session related to the possible purchase of a tract of land adjacent to 615 Palm Valley Blvd.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2562



City of Round Rock

Agenda Item Summary

Agenda Number: L.6

Title: Consider possible action relative to Executive Session related to the possible sale or lease of a tract of land located along Onion Creek and west of Chisholm Trail Road.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2561



City of Round Rock

Agenda Item Summary

Agenda Number: L.7

Title: Consider possible action relative to Executive Session regarding pending litigation, to wit: James H. Watson v. City of Allen, et al.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 5/28/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File 2015-2560