



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
Writ Baese, Place 5
Kris Whitfield, Place 6

Thursday, April 28, 2016

7:00 PM

City Council Chambers, 221 East Main St.

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. PROCLAMATIONS:

E.1 [2016-3350](#) [Consider proclaiming April 2016 as "Autism Awareness Month" in the City of Round Rock.](#)

E.2 [2016-3356](#) [Consider proclaiming May 8-14, 2016 as "National Police Officer Week" and May 15, 2016 as "Peace Officers Memorial Day" in the City of Round Rock.](#)

F. APPROVAL OF MINUTES:

F.1 [2016-3401](#) [Consider approval of the minutes for the April 14, 2016 City Council meeting.](#)

G. RESOLUTIONS:

G.1 [2016-3383](#) [Consider a resolution authorizing the Mayor to execute a contract with Austin Materials, LLC for the Dell Diamond Parking Lot Project.](#)

- G.2 [2016-3399](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Sunrise Burger, Ltd. for the purchase of a 0.119 acre tract and a 0.1016 acre temporary construction easement necessary for the University Boulevard Widening Project \(Parcel 7\).](#)
- G.3 [2016-3400](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding engineering and surveying services for the Oak Bluff Drainage Project.](#)
- G.4 [2016-3367](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Lockwood, Andrews & Newnam, Inc. for the Oak Bluff/Greenfield Drainage Improvements Project.](#)
- G.5 [2016-3379](#) [Consider a resolution authorizing the Mayor to execute a Consulting Services Agreement with HOT Inspection Services, Inc. for the 2016 Lake Creek Ground Storage Tank \(GST\) Improvements Project.](#)

H. ORDINANCES:

- H.1 [2016-3336](#) [Consider an ordinance approving original zoning as the PUD \(Planned Unit Development\) No. 106 zoning district, providing for single family common lot development on 19.70 acres located Northeast of the intersection of Old Settlers Blvd. and A.W. Grimes Boulevard. \(Second Reading\)](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION

- J.1 [2016-3373](#) [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.](#)
- J.2 [2016-3355](#) [Consider Executive Session as authorized by §551.072, Government Code, to deliberate the purchase of and/or value of the leasehold interest of the Chamber of Commerce building at 212 E Main Street.](#)

K. ADJOURNMENT

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 April 2016 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

*/ORIGINAL SIGNED/
Sara L. White, TRMC, City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming April 2016 as "Autism Awareness Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2016-3350



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming May 8-14, 2016 as "National Police Officer Week" and May 15, 2016 as "Peace Officers Memorial Day" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2016-3356



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the April 14, 2016 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 041416 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2016-3401



City of Round Rock

Meeting Minutes City Council

Thursday, April 14, 2016

CALL SESSION TO ORDER – 7:00 P.M.

The Round Rock City Council met in regular session on Thursday, April 14, 2016 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:04 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Brigadier General Pat Hamilton and Lieutenant Commander Miguel Torres awarded Mayor Pro-tem George White the Order of Saint Barbara medallion and to his wife Sally White, the Order of Molly Pitcher shield.
LouAnn Woodall, 2 Misty Woods, spoke to the Council regarding the condition of 99 Twin Ridge Parkway.
Julia Gibson, 15 Oak View, spoke to the Council regarding the swimming pool at 99 Twin Ridge Parkway.
Farrell Desselle, 7 Misty Woods, spoke to the Council regarding the condition of 99 Twin Ridge Parkway.
Lamar Urbanowsky, 78 Twin Ridge Parkway, spoke to the Council regarding the condition of 99 Twin Ridge Parkway.

PROCLAMATIONS:

E.1 [2016-3351](#)

Consider proclaiming April 23, 2016 as "Arbor Day" in the City of Round Rock.

Mayor McGraw read the proclamation and presented it to Emsud Horozovic from the Parks and Recreation Department.

CONSENT AGENDA:

All items listed on the consent agenda were enacted by one motion. There was no separate discussion and no items were removed from the consent agenda.

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

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

Nay: 0

Absent: 0

- F.1** [2016-3352](#) Consider approval of the minutes for the March 3, 2016 Special Called and March 24, 2016 Regular City Council meetings.
The minutes were approved under the consent agenda.
- F.2** [2016-3346](#) Consider a resolution authorizing the Mayor to execute a Merchant EZ Application agreeing to the terms of the Merchant Services Agreement with Moneris Solutions for depository and banking services for PARD programs and to execute Amendment No. 1 to the Merchant Services Agreement.
This resolution was approved under the consent agenda.
- F.3** [2016-3347](#) Consider a resolution authorizing the Mayor to execute one or more contracts to purchase power between the City and a Retail Electric Provider.
This resolution was approved under the consent agenda.
- F.4** [2016-3348](#) Consider a resolution authorizing the Mayor to execute an Agreement with Unifirst Corporation for the purchase of uniform rental and laundry services.
This resolution was approved under the consent agenda.
- F.5** [2016-3359](#) Consider a resolution amending the officers and employees of the City authorized to perform transactions with Texpool.
This resolution was approved under the consent agenda.

- F.6** [2016-3364](#) Consider a resolution authorizing the Mayor to execute a Geospatial Data Interlocal Contract with CAPCOG for orthoimagery services.
This resolution was approved under the consent agenda.
- F.7** [2016-3342](#) Consider a resolution authorizing the adoption of the "City of Round Rock TxDOT Title VI Program" and authorizing the City Manager to execute the Non-Discrimination Policy Statement and Assurances.
This resolution was approved under the consent agenda.
- F.8** [2016-3358](#) Consider a resolution authorizing the Mayor to execute an Agreement for Furnishing of Traffic Signal Equipment by a Municipality with the Texas Department of Transportation regarding the IH-35 and FM 3406 Project.
This resolution was approved under the consent agenda.

RESOLUTIONS:

- G.1** [2016-3381](#) Consider a resolution approving the assignment of the Dresser, Inc. enterprise project status to Wayne Fueling Systems LLC.
Ben White, Vice President Economic Development for Chamber of Commerce, made the staff presentation.
A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, to approve the resolution. The motion carried by the following vote:
- Aye:** 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield
- Nay:** 0
- Absent:** 0
- G.2** [2016-3368](#) Consider a resolution authorizing the Mayor to execute a Contract with TMG Contracting, LLC for the purchase and installation of bullet resistant materials at Municipal Court.
Susan Morgan, Finance Director, made the staff presentation.
A motion was made by Councilmember Morgan, seconded by Councilmember Peckham, to approve the resolution. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.3 [2016-3349](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CDM Smith Inc. for the Water Treatment Plant & Lake Georgetown Pump and Power Modifications Project.

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

A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, to approve the resolutuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.4 [2016-3361](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Lockwood, Andrews & Newnam, Inc. for the Forest Creek Lift Station Rehabilitation Project.

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

A motion was made by Councilmember Morgan, seconded by Councilmember Leffingwell, to approve the resolutuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.5 [2016-3369](#)

Consider a resolution authorizing the Mayor to execute an Agreement for Surveying Services with The Wallace Group, Inc.

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

A motion was made by Councilmember Baese, seconded by Councilmember Leffingwell, to approve the resolutuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.6 [2016-3371](#)

Consider a resolution approving a Mediated Settlement Agreement in Cause No. C-1-CV-14-007201; The City of Leander v. Gary L. Gross and Cathy Gross in the County Court at Law No. 2, Travis County, Texas.

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

A motion was made by Councilmember Leffingwell, seconded by Councilmember Whitfield, to approve the resolutuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.7 [2016-3329](#)

Consider a resolution authorizing the Mayor to execute an Escrow Agreement with Meridian World School, LLC.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Morgan, seconded by Councilmember Peckham, to approve the resolutuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.8 [2016-3362](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 3 with Cash Construction Co., Inc. for the Southwest Downtown District Infrastructure Improvements Phase 5A Project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, to approve the resoltuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.9 [2016-3363](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Patin Construction for the Seton Parkway Extension / Medical Center Parkway Project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Morgan, to approve the resoltuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.10 [2016-3370](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Page Southerland Page, Inc. for the Southwest Downtown Infrastructure Improvements - Final Phase Project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Leffingwell, to approve the resolutuion. The motion carried by the following vote:

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

Nay: 0

Absent: 0

ORDINANCES:**H.1** [2016-3333](#)

Consider an ordinance amending Chapter 30, Section 30-2, Code of Ordinances (2010 Edition), regarding sign regulation in the Brushy Creek Municipal Utility District (BCMUD). (First Reading)*

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

A motion was made by Councilmember Peckham, seconded by Councilmember Baese, to approve the ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Morgan, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

H.2 [2016-3337](#)

Consider an ordinance annexing 102.13 acres located southeast of the intersection of Louis Henna Boulevard and A.W. Grimes Boulevard. (First Reading)*

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

A motion was made by Councilmember Morgan, seconded by Councilmember Peckham, to approve the ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

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

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

Nay: 0

Absent: 0

H.3 [2016-3338](#)

Consider public testimony regarding, and an ordinance approving PUD (Planned Unit Development) No. 105 zoning district, providing for single family, light industrial and commercial development on 102.13 acres located southeast of the intersection of Louis Henna Blvd. and A.W. Grimes Blvd. (First Reading)*

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

Mayor McGraw opened the hearing for public testimony, there being none, the public hearing was closed.

A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, to approve the ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

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

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

Nay: 0

Absent: 0

H.4 [2016-3409](#)

H.4 2016-3335 Consider an ordinance annexing 19.70 acres located Northeast of the intersection of Old Settlers Blvd. and A.W. Grimes Boulevard. (First Reading)*

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

A motion was made by Councilmember Leffingwell, seconded by Mayor Pro-Tem White, to approve the ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

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

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

Nay: 0

Absent: 0

H.5 [2016-3410](#)

H.5 2016-3336 Consider public testimony regarding, and an ordinance approving original zoning as the PUD (Planned Unit Development) No. 106 zoning district, providing for single family common lot development on 19.70 acres located Northeast of the intersection of Old Settlers Blvd. and A.W. Grimes Boulevard. (First Reading)*

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

Mayor McGraw opened the hearing for public testimony.

Raymond DeLeon, spoke regarding traffic concerns in the area.

Earnest Pospisil, spoke regarding limiting the condos to single story and regarding traffic.

Karen Choate, spoke regarding limiting the condos to single story as well as the distance between old and new fences.

There being no further testimony, the public hearing was closed.

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Leffingwell, to approve the first reading of the ordinance. The motion carried by the following vote:

Aye: 6 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese

Nay: 1 - Councilmember Whitfield

Absent: 0

APPOINTMENTS:

I.1 [2016-3374](#)

Consider one appointment to the Planning & Zoning Commission to fill an unexpired term.

The Council voted 6-1 to appoint Greg Rabay to the Planning and Zoning Commission. Councilmember Whitfield being the dissenting vote for Villareal.

This Appointment was received and filed

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**EXECUTIVE SESSION:**

The Council recessed to Executive Session. Mayor McGraw called the meeting to order at 8:45pm and adjourned it at 10:35pm.

K.1 2016-3355 Consider Executive Session as authorized by §551.072, Government Code, to deliberate the purchase of and/or value of the leasehold interest of the Chamber of Commerce building at 212 E Main Street.

K.2 2016-3373 Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

ADJOURNMENT

There being no further business, Mayor McGraw adjourned the meeting at 10:36 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute a contract with Austin Materials, LLC for the Dell Diamond Parking Lot Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director: Chad McDowell, General Services Director

Cost: \$259,337.50

Indexes: Hotel Occupancy Tax Fund

Attachments: Resolution, Bid tab, Award Letter, Form 1295

Department: General Services Department

Text of Legislative File 2016-3383

Dell Diamond Parking Lot project is up for consideration to award a construction contract to Austin Materials for the parking lot seal in the existing parking lot of the Dell Diamond Baseball Stadium. The bid opening was on April 5, 2016 and 5 bidders submitted bids for this project. The bidders who submitted were Austin Materials 259,337.50 , Alpha Paving Inc. \$270,375.00 ,Lone Star Paving Inc. \$298,916.16, Wheeler-APAC-Texas 278,844.90 and Smith Paving \$515,270.00.00, and Austin Materials is the low bidder for this project at \$259,337.50. This is a 45 calendar day contract. This project will provide a long lasting, and durable, parking surface and it will remove the failing current pavement sections and Seal the entire parking area including striping.

Cost: \$259,337.50

Source of Funds: Hotel Occupancy Tax Fund

Staff Recommends Approval

RESOLUTION NO. R-2016-3383

WHEREAS, the City of Round Rock has duly advertised for bids for the Dell Diamond Parking Lot Project; and

WHEREAS, Austin Materials, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Materials, 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 Austin Materials, LLC for the Dell Diamond Parking Lot 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 April, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
Infrastructure Development and Construction Management
 2008 Enterprise Dr.
 Round Rock, Texas. 78664

PROJECT NAME: Dell Diamond Parking Lot
PROJECT ID:
PROJECT DURATION: 45 Calendar Days



Bid Extended By: Cassandra Lee CL
Print Name Initials
Bid Opening Date: 4/5/2016
Bid Opening Location: 2008 Enterprise
Liquidated Damages: \$ 500 / Calendar Days
No. of Responses: 5
Project Manager: Randy Crum
Project Consultant: CORR

BIDDER'S NAME:				Austin Materials		Alpha Paving		Wheeler-APAC-Texas	
CONTRACTOR'S BUSINESS LOCATION:				Austin, TX		Round Rock, TX		Cedar Park, TX	
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	Asphalt Emulsion Pavement Sealer	805000	S.F.	\$0.15	\$120,750.00	\$0.13	\$104,650.00	\$0.14	\$114,310.00
2	Pavement Repairs, 12" Type B-HMAC "RAP"	325	TON	\$120.00	\$39,000.00	\$135.00	\$43,875.00	\$148.50	\$48,262.50
3	Pavement Repairs (Minor), 2" Type D-HMAC	250	TON	\$140.00	\$35,000.00	\$165.00	\$41,250.00	\$146.72	\$36,680.00
4	Type I-Thermoplastic Pavement Markings(Reflectorized) White or Yellow, equivalent 4" width	55000	L.F.	\$0.55	\$30,250.00	\$1.00	\$55,000.00	\$1.00	\$55,000.00
5	Type I-Thermoplastic Pavement Markings(Reflectorized) White, equivalent 12" width	530	L.F.	\$2.25	\$1,192.50	\$3.00	\$1,590.00	\$3.03	\$1,605.90
6	Type I-Thermoplastic Pavement Markings(Reflectorized) White, equivalent 24" width	170	L.F.	\$7.00	\$1,190.00	\$6.00	\$1,020.00	\$6.05	\$1,028.50
7	Type II-Pavement Markings(Reflectorized Paint) Red, equivalent 6" width	7500	L.F.	\$0.65	\$4,875.00	\$0.50	\$3,750.00	\$0.37	\$2,775.00
8	Type I-Thermoplastic Pavement Markings(Reflectorized)-Symbols	114	EA	\$220.00	\$25,080.00	\$160.00	\$18,240.00	\$159.50	\$18,183.00
9	Traffic Control	1	L.S.	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$650.00	\$650.00
10	Erosion Control	1	L.S.	\$500.00	\$500.00	\$500.00	\$500.00	\$350.00	\$350.00
TOTAL:					\$259,337.50		\$270,375.00		\$278,844.90

* highlighted cells reflect a discrepancy

SHEET: 1 of 2

BID TABULATION

THE CITY OF ROUND ROCK Infrastructure Development and Construction Management 2008 Enterprise Dr. Round Rock, Texas. 78664				Bid Extended By: Cassandra Lee CL					
				Print Name Initials					
PROJECT NAME: Dell Diamond Parking Lot PROJECT ID: PROJECT DURATION: 45 Calendar Days				Bid Opening Date: 4/5/2016					
				Bid Opening Location: 2008 Enterprise					
				Liquidated Damages: \$ 500 / Calendar Days					
				No. of Responses: 5					
				Project Manager: Randy Crum					
				Project Consultant: CORR					
BIDDER'S NAME:				Lone Star Paving		Smith Paving			
CONTRACTOR'S BUSINESS LOCATION:				Austin, TX		Manchacha, TX			
GUARANTEE: BB-Bid Bond CC-Cashier Check CTC Certified Check				BB		BB			
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No				Y		Y			
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No				Y		Y			
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Asphalt Emulsion Pavement Sealer	805000	S.F.	\$0.1672	\$134,596.00	\$0.39	\$313,950.00		\$0.00
2	Pavement Repairs, 12" Type B-HMAC "RAP"	325	TON	\$134.90	\$43,842.50	\$220.00	\$71,500.00		\$0.00
3	Pavement Repairs (Minor), 2" Type D-HMAC	250	TON	\$133.14	\$33,285.00	\$200.00	\$50,000.00		\$0.00
4	Type I-Thermoplastic Pavement Markings(Reflectorized) White or Yellow, equivalent 4" width	55000	L.F.	\$1.07	\$58,850.00	\$0.62	\$34,100.00		\$0.00
5	Type I-Thermoplastic Pavement Markings(Reflectorized) White, equivalent 12" width	530	L.F.	\$3.23	\$1,711.90	\$3.00	\$1,590.00		\$0.00
6	Type I-Thermoplastic Pavement Markings(Reflectorized) White, equivalent 24" width	170	L.F.	\$6.45	\$1,096.50	\$8.00	\$1,360.00		\$0.00
7	Type II-Pavement Markings(Reflectorized Paint) Red, equivalent 6" width	7500	L.F.	\$0.35	\$2,625.00	\$0.50	\$3,750.00		\$0.00
8	Type I-Thermoplastic Pavement Markings(Reflectorized)-Symbols	114	EA	\$170.09	\$19,390.26	\$230.00	\$26,220.00		\$0.00
9	Traffic Control	1	L.S.	\$586.50	\$586.50	\$6,000.00	\$6,000.00		\$0.00
10	Erosion Control	1	L.S.	\$2,932.50	\$2,932.50	\$6,800.00	\$6,800.00		\$0.00
GRAND TOTAL:					\$298,916.16		\$515,270.00		\$0.00

* highlighted cells reflect a discrepancy

SHEET: 2 of 2



Mayor
Alan McGraw

Mayor Pro-Tem
George White

Councilmembers
Craig Morgan
Frank Leffingwell
Will Peckham
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

April 5, 2016

Subject: Recommendation to Award – Dell Diamond Parking Lot

Dear Mr. McDowell,

On April 5, 2016 bids were opened for the above reference project. Five (5) responsive bid proposals were submitted with total bid prices ranging from \$259,337.50 to \$515,270.00. Per the attached Bid Tabulation, Austin Materials is the apparent low bidder.

Based upon my review of the Bid Tabulation, I recommend the City of Round Rock to accept the bid of Austin Materials in the amount of \$259,337.50

Sincerely,

Leah Collier, P.E.
Chief Transportation Engineer

Attachments: Bid Tabulation

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-39299

Date Filed:
04/13/2016

Date Acknowledged:

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

Austin Materials, LLC
Austin, TX United States

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

City of Round Rock

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

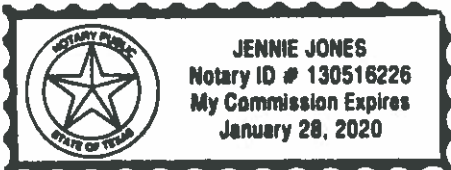
Dell Diamond Seal
Asphalt paving, slurry seal and striping

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Scott Gheen, this the 13th day of April, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Sunrise Burger, Ltd. for the purchase of a 0.119 acre tract and a 0.1016 acre temporary construction easement necessary for the University Boulevard Widening Project (Parcel 7).

Type: Resolution

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director: Steve Sheets, City Attorney

Cost: \$115,000.00

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

Attachments: Resolution, Exhibit A

Department: Legal Department

Text of Legislative File 2016-3399

The City's original appraised value for this acquisition was \$91K. The owner made a counteroffer of \$225K in response. After discussions with the city manager and department head, they recommended an updated purchase offer of \$115K in order to avoid condemnation. This updated purchase offer was accepted by the owner and is the amount of the purchase contract to be approved.

Cost: \$115,000.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2016-3399

WHEREAS, the City desires to purchase certain property interests necessary for the University Boulevard Project, and said tracts (“Property”) are described as follows: All of that certain 0.119 acre tract of land (Parcel 7) and a Temporary Construction Easement interest in and to that certain 0.1016 acre tract of land (Parcel 7TCE); and

WHEREAS, Sunrise Burger, 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 Real Estate Contract with Sunrise Burger, Ltd., for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of April, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

University Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SUNRISE BURGER, LTD., a Texas limited partnership, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.119 acre tract of land, out of and situated in the Ephraim Evans Survey, Abstract No. 212, and the Barney C. Low Survey, Abstract No. 385, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**); and

Temporary Construction Easement interest in and to that certain 0.1016 acre tract of land, more or less, out of and situated in the Ephraim Evans Survey, Abstract No. 212, and the Barney C. Low Survey, Abstract No. 385, in Williamson County; being more fully described as shown in Exhibit "B", attached hereto and incorporated herein (**Parcel 7TCE**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, the acquisition of any improvements on the Property described in Exhibit "A", and any damage to the remaining property of Seller, shall be the sum of ONE HUNDRED FIFTEEN THOUSAND and 00/100 Dollars (\$115,000.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before May 31, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and a duly executed and acknowledged Temporary Construction Easement conveying such interest in and to the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto. The Temporary Construction Easement shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

SUNRISE BURGER, LTD.,
a Texas limited partnership

Address: 14608 RR 620 N.

Austin, Tx 78717

By: Jeffrey L. Banks

Printed Name: Jeffrey L. Banks

Its: MLR

Date: 4-6-16

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

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

Date: _____

EXHIBIT "A"

Variable Width Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A**

**0.119 ACRE TRACT OF LAND OUT OF THE
SUNRISE BURGER, LTD. TRACT**

LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.119 ACRE (5,200 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 AND THE BARNEY C. LOW SURVEY, ABSTRACT NO. 385, WILLIAMSON COUNTY, TEXAS; SAID 0.119 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK A, TERA VISTA COMMERCIAL 1 SUBDIVISION, PHASE TWO, FILED ON JUNE 8, 2006, AND RECORDED IN CABINET BB, SLIDES 375-376 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.119 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A CORRECTION WARRANTY DEED TO SUNRISE BURGER, LTD., FILED ON OCTOBER 5, 2009, AND RECORDED IN DOCUMENT NO. 2009073046, O.P.R.W.C.T.; SAID 0.119 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cut "X" in concrete found marking the southeast corner of said Lot 1 and the herein described tract, said point also marking the intersection of the northerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.) and the westerly R.O.W. line of Sunrise Road (a variable width R.O.W.);

THENCE South 69° 16' 16" West, departing the westerly R.O.W. line of said Sunrise Road, and with the common northerly R.O.W. line of said University Boulevard and the southerly line of said Lot 1, a distance of 297.70 feet to a 1/2-inch iron rod found marking the southwest corner of said Lot 1 and the herein described tract;

THENCE North 17° 04' 25" West, with the west line of said Lot 1, a distance of 17.27 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") set for the northwest corner of the herein described tract, and from which a cotton spindle found marking the southeast corner of Lot 1A, Block A, Replat of Lot 1, Block A, Scott and White Subdivision, Section One, filed on March 26, 2008, and recorded in Cabinet EE, Slides 224-227, P.R.W.C.T. bears North 17° 04' 25" West, at a distance of 4.75 feet;

THENCE traveling across the interior of said Lot 1, same being the proposed northerly R.O.W. line of said University Boulevard, the following three (3) calls:

- 1) North 70° 00' 51" East, a distance of 79.36 feet to a 1/2-inch iron rod with "CORR cap" set for a corner of the herein described tract;
- 2) North 69° 17' 30" East, a distance of 190.94 feet to a 1/2-inch iron rod with "CORR cap" set for a corner of the herein described tract;

Exhibit "A" continued
Description of a 0.119 acre tract

- 3) North 24° 43' 43" East, a distance of 37.58 feet to a 1/2-inch iron rod with "CORR cap" set for the northernmost northeast corner of the herein described tract, said point also being on the common westerly R.O.W. line of said Sunrise Road and the easterly line of said Lot 1;

THENCE South 20° 04' 43" East, with the common westerly R.O.W. of said Sunrise Road and the easterly line of said Lot 1, a distance of 42.51 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.119 acre (5,200 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas in September of 2014.

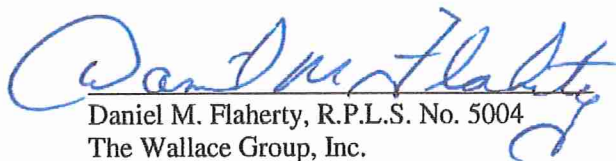
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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

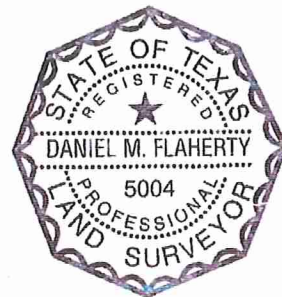
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4715 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-4715
22824-FN05.doc

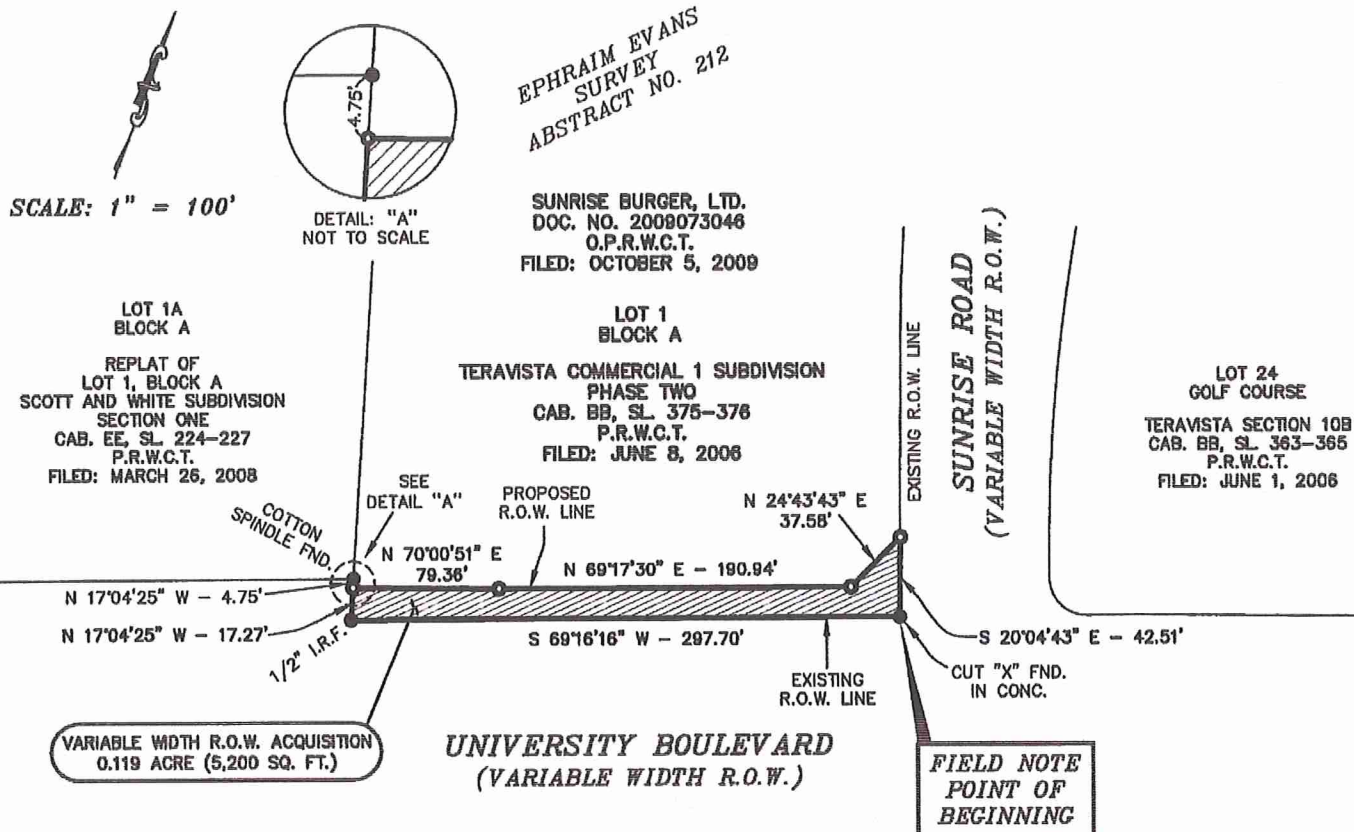


09-12-2014
Date

EXHIBIT "A"

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.119 ACRE (5,200 SQ. FT.) TRACT OF LAND IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

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



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

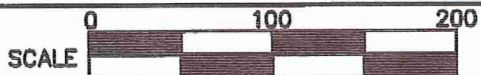
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 12TH DAY OF SEPTEMBER, 2014.

SURVEYED: 09-08-2014

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2014 ALL RIGHTS RESERVED

PLAT NO. A-4715

DRAFT DATE 09-12-2014

DRAWN BY DV

WORK ORDER NO. 22824

FIELD BOOK/P.G. 195/9

TAB # A-4715

DIGITAL FILE 22824R-PARCELS

F/N #

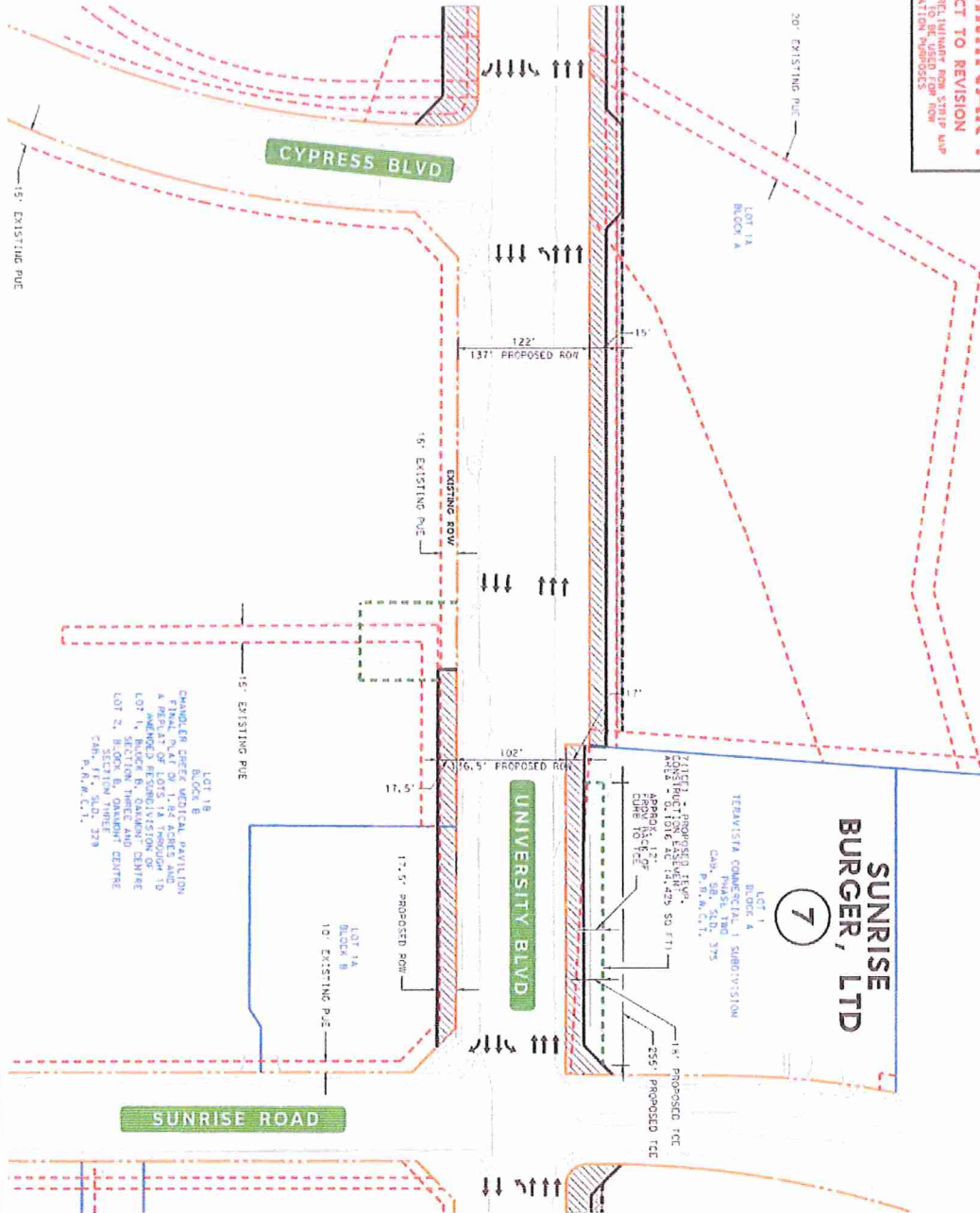
22824-FN05

EXHIBIT "B"

DRAWING DATE: 11/20/2014

FILENAME: UNIV Blvd+Parcel 7 Sunrise Burger.dgn

PRELIMINARY
SUBJECT TO REVISION
NOTE: THIS PRELIMINARY ROW STRIP MAP
IS NOT TO BE USED FOR ROW
RECONSTRUCTION PURPOSES



PRELIMINARY
SUBJECT TO REVISION
NOTE: THIS PRELIMINARY ROW STRIP MAP
IS NOT TO BE USED FOR ROW
RECONSTRUCTION PURPOSES

SCALE: 1"=100'	PROJECT NO.
RC1	UNIV
RC1	TEXAS
RC1	UNIV
RC1	WILLIAMSON
RC1	ROUND ROCK

KENNEDY CONSULTING
THE REGISTRATION NO. 17426
CITY OF ROUND ROCK
222 E. MAIN ST.
ROUND ROCK, TX 78664
FROM UNIVERSITY OAKS BLVD TO SUNRISE RD
SUNRISE BURGER, LTD.

- 0' 25' 50' 100'
SCALE IN FEET
- LEGEND**
- RIGHT-OF-WAY (ROW) ACQUISITION
 - PUBLIC UTILITY EASEMENT
 - EXISTING ROW
 - PROPOSED ROW
 - EXISTING PUBLIC UTILITY EASEMENT
 - PROPOSED PUBLIC UTILITY EASEMENT
 - EXISTING PROPERTY LINES
 - PROPOSED PROPERTY LINES
 - PROPOSED EASEMENT

20

EXHIBIT "C"

Parcel 7

DEED University Boulevard Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SUNRISE BURGER, 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 City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.119 acre (approximately 5,200 Sq. Ft.) in the Ephraim Evans Survey, Abstract No. 212, and the Barney C. Low Survey, Abstract No. 385, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 7)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.



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

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 6 day of April, 2016.

GRANTOR:

SUNRISE BURGER, LTD.,
a Texas limited partnership

By: Jeffrey L. Banks

Printed Name: Jeffrey L. Banks

Its: mgt.

B

ACKNOWLEDGMENT

STATE OF TEXAS

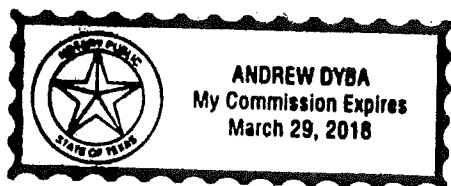
§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the 7TH day of APRIL, 2016 by JEFFREY LANE BANKS, in the capacity and for the purposes and consideration recited therein.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT

University Boulevard Improvements

KNOW ALL PERSONS BY THESE PRESENTS:

That SUNRISE BURGER, LTD., a Texas limited partnership (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the City of Round Rock, Texas, the receipt of which is hereby acknowledged, does hereby grant to the CITY OF ROUND ROCK, TEXAS its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of (1) constructing proposed University Blvd. roadway, retaining wall and related facilities within the adjacent right of way owned or acquired by Grantee, and (2) constructing and/or reconstructing Grantor's existing driveway entrance from the proposed University Blvd. improvements ("Project") to the remaining property of Grantor, and any associated grading and drainage therewith, in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The removal and/or construction of any improvements, driveway, curbs, parking lot, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, signage, lighting or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of two (2) months after the beginning of the work upon the Property, or (b) on the date of completion of construction of the Project.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.



At no time during the grant of this easement shall Grantor be denied reasonable driveway ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement to do so between Grantor and Grantee in advance. At no time during the grant of this easement shall Grantor be denied access to the existing underground storage tank surface openings, unless there is an agreement to do so between Grantor and Grantee in advance.

At no time during the grant of this easement shall Grantee, its agents or contractors be allowed to store machinery or materials within the easement area unattended or during periods where no active construction work is being performed in the right of way adjacent to the easement area.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 6th day of April, 2016.

SUNRISE BURGER, LTD.,
a Texas limited partnership

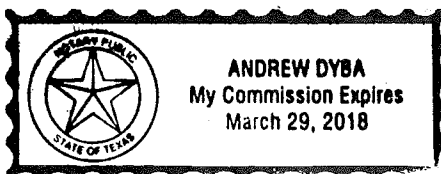
By: Jerry L Banks

Its: mgr.

Acknowledgment

State of Texas §
 §
County of WILLIAMSON §

This instrument was acknowledged before me on this the 7th day of APRIL, 2016 by JERRY LANE BANKS, in the capacity and for the purposes and consideration recited herein.



Andrew Dyba
Notary Public, State of Texas

AGREED:

CITY OF ROUND ROCK, TEXAS

By: _____

Its: _____

Acknowledgment

State of Texas §
 §
County of Williamson §

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

Notary Public, State of Texas





City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding engineering and surveying services for the Oak Bluff Drainage Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2016-3400

Williamson County and the City have experienced right-of-way and private property flooding in the Greenfield and Oak Bluff Estates neighborhoods. These neighborhoods abut one another and are served by a common drainage conveyance system. Because of this commonality, City and County staffs believe it to be prudent for the City and the County to partner together to determine potential improvement alternatives that would benefit both neighborhoods; and then to obtain design documents for a selected alternative.

This Interlocal Agreement (ILA) establishes cost sharing between the City and County for engineering and surveying services necessary to analyze the conveyance system, to develop and estimate costs of potential system improvements solutions, and to prepare construction drawings for a solution alternative. According to the ILA, the engineering and surveying services will be obtained through a contract between the City and a private engineering firm; the cost of which, up to \$80,000, will be equally shared by the City and the County. The County's contribution has been limited to \$40,000 in the ILA.

It is worthy of note that the aforementioned contract between the City and a private engineering firm (specifically, Lockwood, Andrews and Newnam, Inc.) which provides the engineering and surveying services contemplated by the ILA will be presented to the City Council for consideration on the April 28, 2016 Council Meeting. City staff recommends approval of the ILA.

Staff recommends approval.

RESOLUTION NO. R-2016-3400

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

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with Williamson County regarding engineering and surveying services for the Oak Bluff/Greenfield Drainage Improvements Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement Between Williamson County and City of Round Rock, 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 April, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2016, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City desires to partner with the County to fund Engineering and Surveying Services necessary to analyze current hydrologic and hydraulic conditions, to develop design alternatives for increasing capacity, and to prepare construction drawings for improvements to the storm system (the "System") that exists in the vicinity of the common boundary between Greenfield and Oak Bluff Estates Subdivisions, as shown on **Exhibit "A"**, attached hereto;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Engineering and Surveying Services.

1.1 Project. The scope of engineering and surveying services contemplated for funding under this Agreement (the "Project") include the following:

1.1.1 Development of a hydrologic model for the drainage basin contributing to the System. Model results shall be generated for the 10%, 4%, 2%, and 1% annual chance storm events and model calibration shall be performed based on historical data available from the storm events occurring in October 2013 and May 2015.

1.1.2 Development of a 2-dimensional hydraulic model for existing conditions in the vicinity of the System; and for proposed

conditions in the vicinity of the System based on alternative improvement scenarios set forth in section 1.1.3, below. Model results shall be generated for the 10%, 4%, 2%, and 1% annual chance storm events and model calibration shall be performed based on historical data available from the storm events occurring in October 2013 and May 2015.

- 1.1.3 Development of design alternatives consisting of conduits, inlets, open channels, or combinations thereof necessary to increase the capacity of the System to levels that would be sufficient to convey storm water generated by the aforementioned drainage basin for the 4%, 2%, and 1% annual chance events considering tailwaters on Brushy Creek that are based on hydrograph timing of the creek corresponding to the time of peak of the drainage basin or otherwise on proper engineering judgment. And, identification of measures that could be implemented to prevent storm water in Brushy Creek from backing up into the System when the creek level is above the outlet of the System.
 - 1.1.4 Determination of easement requirements; and development of opinions of probable cost for various design alternatives.
 - 1.1.5 Surveying necessary to delineate existing property/easement boundaries; existing utilities, improvements, and topographic conditions; and as required for existing/proposed system analyses and improvements design.
 - 1.1.6 Preparation of an engineering report and exhibits to document and explain methodology, modeling, results, etc. for the engineering and surveying work in items 1.1.1 through 1.1.5, above.
 - 1.1.7 Design and construction drawing preparation for the alternatives or portions thereof selected by the City and the County ("Design and Construction Drawing Work"); preparation shall include 50%, 100%, and final construction drawings submittals.
- 1.2 **Total Cost.** The Total Cost of the Project shall be the cost actually paid by the City under the contract set forth in section 1.4.1. Costs associated with City's or County's personnel, time, and equipment are not included in the Total Cost.
- 1.3 **Design Pre-approval.** Upon completion of the Project work in items 1.1.1 through 1.1.6, above, representatives from the City and the County shall meet and pre-approve in writing the scope of Project work to be performed in item 1.1.7, above. If both parties fail to agree on the scope of Project work described in item 1.1.7, only the Project work in items 1.1.1 through 1.1.6, will be subject to this Agreement.
- 1.4 **Obligation of the City.**
- 1.4.1 The City will contract with a private engineering firm ("Engineering Firm") to accomplish the Project and will be solely responsible for administering said contract.

- 1.4.2 The City shall be responsible for one half of the Total Cost. If the Total Cost exceeds \$80,000, the City shall be responsible for the amount in excess of \$80,000. The County shall have full access to all reports, calculations, files, and exhibits in both electronic and paper copy.
- 1.4.3 The City shall provide copies of any results, records, and/or deliverables in its possession associated with the contract in section 1.4.1, above, within five (5) business days of request by the County.
- 1.4.4 Costs associated with City personnel, time, and equipment shall be borne solely by the City.
- 1.4.5 Upon City's approval of a contract with the Engineering Firm, the City shall request reimbursement from the County for its share of the Total Cost. The City will not seek reimbursement or payment for any costs or expenses other than costs included in the Total Cost. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all costs for which reimbursement is sought.
- 1.4.6 The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Total Cost. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.
- 1.4.7 If the Design and Construction Drawing Work is performed pursuant to section 1.3, above, the City will provide the County with a copy of the 50% construction drawing submittal for review and comment. Subsequent to proceeding beyond 50%, the City will provide the County a copy of the 100% construction drawing submittal for review and comment.

1.5 Obligation of the County.

- 1.5.1 The County shall be responsible for one half of the Total Cost, but in no event more than \$40,000.
- 1.5.2 The County shall reimburse to the City an amount equal to one half of the Total Cost after the City has approved a contract with the Engineering Firm.
- 1.5.3 Upon request by the City in accordance with section 1.4.5, above, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the request. Payment not mailed within 30 calendar days of receipt of the City's request by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).
- 1.5.4 The County shall provide results, records, and/or deliverables in its possession associated with any work performed related to the Project, within five (5) business days of request by the City. The

City shall have full access to all reports, calculations, files, and exhibits in both electronic and paper copy.

1.5.5 Costs associated with County personnel, time, and equipment shall be borne solely by the County.

1.5.6 The County will provide to City any comments on the 50% and 100% drawings, submitted in accordance with section 1.4.7, within ten (10) business days of receipt.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the City does not, pursuant to section 1.4.1 above, contract with a private engineering firm, within three (3) months after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

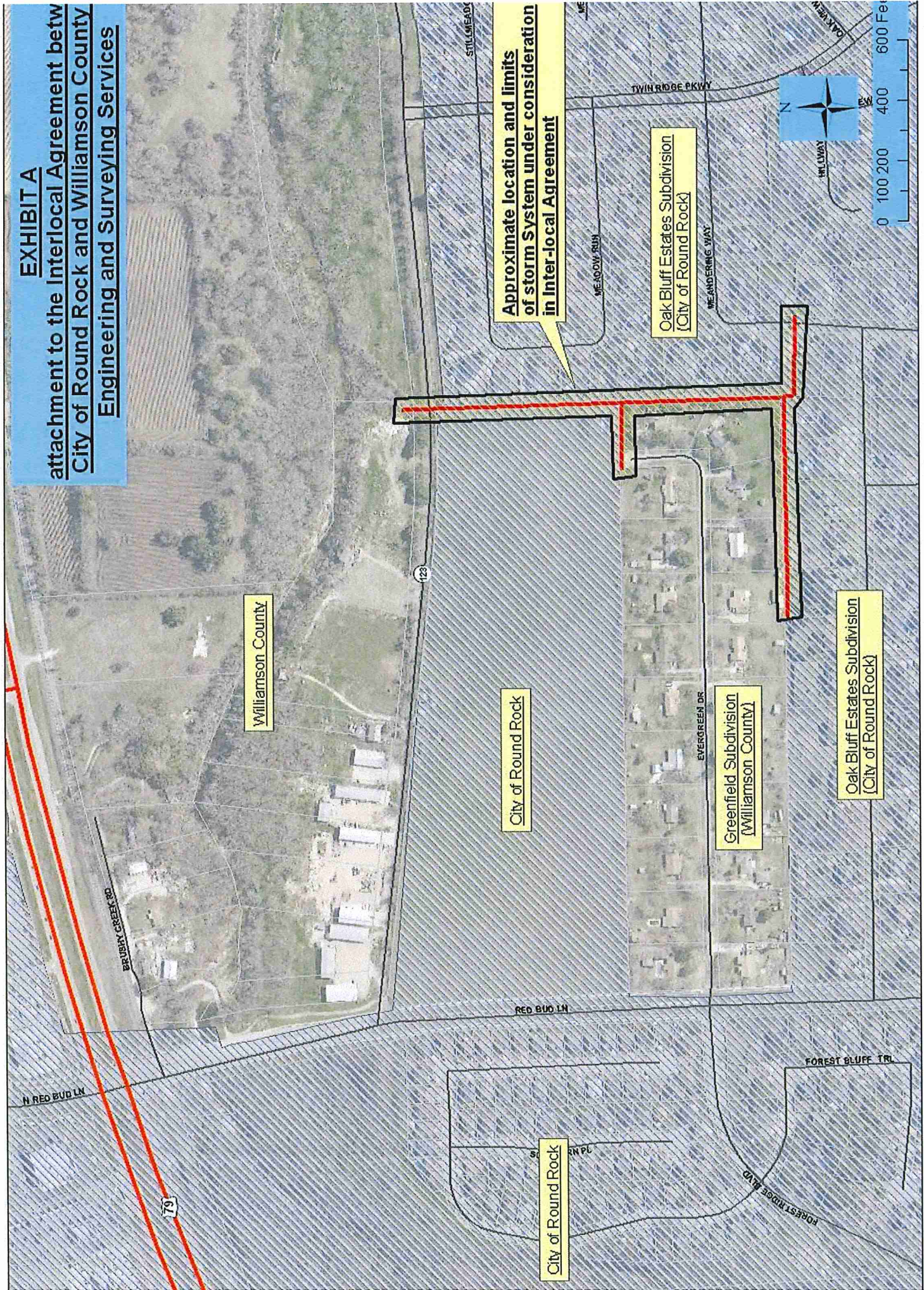
CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

EXHIBIT A






**attachment to the Interlocal Agreement between
City of Round Rock and Williamson County
Engineering and Surveying Services**

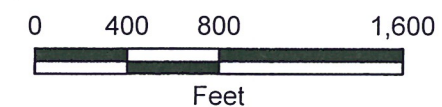
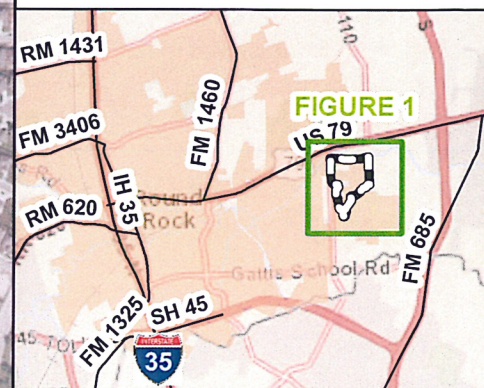


OAK BLUFF DRAINAGE IMPROVEMENTS

EXHIBIT B2 - PROJECT LOCATION MAP

LEGEND

-  2-DIMENSIONAL
MODELING EXTENT
-  AREA OF INTEREST
-  EXISTING INLET
-  EXISTING STORM
SEWER
-  STREAM CENTERLINE





City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Lockwood, Andrews & Newnam, Inc. for the Oak Bluff/Greenfield Drainage Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$80,295.00

Indexes: 2014 Drainage Revenue Bonds

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2016-3367

The City experienced right-of-way and private property flooding in the Oak Bluff Estates neighborhood in 2013 and 2015. Therefore, in July of 2015 at a cost of \$44,600, the City retained Lockwood, Andrews & Newnam, Inc. (LAN) to perform detailed analyses and to identify potential measures, and their estimated costs, that could be implemented to reduce flooding frequency.

The abutting Greenfield neighborhood that is located outside the corporate limits of Round Rock had also experienced similar flooding issues and the City has been in conversation with both the residents of Greenfield and Williamson County. In December 2015, City staff met with Williamson County staff, and the general consensus during the meeting was that it would be prudent for the City and the County to partner together to determine potential improvement alternatives that would benefit both neighborhoods; and then to obtain design documents for a selected alternative. Subsequently, the City drafted an Interlocal Agreement (ILA) with the County that is under consideration by the Council as a separate agenda item.

This contract will provide refined analyses focused on both neighborhoods, will identify potential alternatives that could be implemented to reduce flooding frequency for the benefit of both neighborhoods, and will provide engineering design and technical documents necessary for construction of the aforementioned selected alternative.

Cost: \$80,295

Source of Funds: 2014 Drainage Revenue Bonds

Staff recommends approval.

RESOLUTION NO. R-2016-3367

WHEREAS, the City of Round Rock desires to retain engineering services for the Oak Bluff/Greenfield Drainage Improvements Project; and

WHEREAS, Lockwood, Andrews & Newnam, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with Lockwood, Andrews & Newnam, 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 Lockwood, Andrews & Newnam, Inc. for the Oak Bluff/Greenfield Drainage Improvements 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 April, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: LOCKWOOD, ANDREWS & NEWNAM, INC. ("Engineer")
ADDRESS: 8911 N. Capital of Texas Highway, Building 2, Suite 2300, Austin, TX 78759
PROJECT: Oak Bluff/Greenfield Drainage Improvements

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

Engineer shall perform the Engineering Services in accordance with 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 Eighty Thousand Two Hundred Ninety-Five and No/100 Dollars, (\$80,295.00). 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:

Danny Halden
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6610

Fax Number (512) 218-5536
Email Address dhalden@roundrocktexas.gov

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

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

Chad Cormack, PE, CFM
Regional Stormwater Manager
8911 N. Capital of Texas Highway, Building 2, Suite 2300
Austin, TX 78759
Telephone Number (512) 338-2718
Fax Number (512) 338-4942
Email Address cmcormack@lan-inc.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of 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:

Chad Cormack, PE, CFM
Regional Stormwater Manager
8911 N. Capital of Texas Highway, Building 2, Suite 2300
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

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

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

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

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

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
4. All coordination efforts with Williamson County.
5. Right of Entry (ROE) necessary for the Engineer to accomplish the services shown in Exhibit B.

EXHIBIT B

Engineering Services

1. PROJECT DESCRIPTION

The goal of the Oak Bluff/Greenfield Drainage Improvements project is to support the City in their efforts to assess and mitigate flooding issues in the Oak Bluff and Greenfield neighborhoods. The focus of the project is more or less between Evergreen Drive (Williamson County) and Meandering Way (City of Round Rock) within the Area of Interest shown in Exhibit B2. The project will analyze the current hydrologic and hydraulic conditions to develop potential design alternatives for increasing capacity, and to prepare construction drawings for improvements to the storm system (System) that exists in the vicinity of the common boundary between Greenfield and Oak Bluff Estates Subdivisions. The limits of the System under consideration extend from the southeast corner of Greenfield Subdivision north to its termination at Brushy Creek, the channel areas between the two subdivisions from the southeast corner of the Greenfield Subdivision to a point approximately 750 feet to the west, the presumed channel area from the northeast corner of Greenfield subdivision west to Evergreen Drive, and the existing storm drain from the southeast corner of Greenfield Subdivision east to Meandering Way.

2. SCOPE OF WORK

The scope of Work for this project has been divided into the following tasks:

- Task 1: Project Management
- Task 2: Survey
- Task 3: Analysis
- Task 4: Final Design
- Task 5: Direct Costs and Reimbursable Expenses

2.1 Work Breakdown Structure Tasks and Description

2.1.1 Task 1: Project Management

Task Description:

a. *General Project Management*

General project management will be ongoing through the period of the contract and include items such as participation in the development of a Project Management Plan, developing and updating the project schedule, preparing contract correspondence, transmitting deliverables, documenting the quality control process, and other project oversight activities.

b. *Working Meetings with City and County Staff*

Working meetings with City staff shall be held to discuss study related issues, review the progress of the work effort, or to address issues which may arise. If requested by the City, the Engineer shall prepare and deliver meeting minutes to the City within five (5) working days after each meeting. The total anticipated number of meetings is three (3).

2.1.2 Task 2: Survey

Task Description:

All tasks under Task 2 will be completed by the sub consultant Surveying and Mapping, LLC (SAM). SAM will be retained under a “Time and Materials” contract.

a. Project Limits

Survey project limits shall be the area within the limits of the existing 20’ wide drainage easement as defined on the plat of Oak Bluff Estates – Phase 2 and recorded under Cabinet “F”, Pages 253-259 in the Williamson County Plat Records to a distance of 25’ beyond either side of the recorded drainage easement.

b. Control

Surveyor shall recover or set control points within the project limits (utilizing VRS horizontal only). This project will be placed on the horizontal datum based on NAD83 and vertical datum based on NAVD88 values (Texas State Plane, Central Zone).

c. Engineering Design Survey

Surveyor will conduct engineering design survey locating features within, and 25’ adjacent to each side of the existing drainage easement and to include, fences, grade breaks, ditches, and top of toe of grade, visible above ground utilities, buildings, and other improvements with the areas which were not included or accessible during the previous survey done in August of 2015 for Williamson County. Three dimensional data including the Easting, Northing, and Elevation will be recorded at 50 foot intervals along the proposed areas. Surveyor will call to locate potential underground utilities in the area that may include utilities outside the City’s jurisdiction such as private wells or septic systems.

d. Tree Survey

Surveyor will conduct a tree survey within the project limits locating all 8-inch diameter (or larger) hardwood trees and 12-inches diameter (or larger) cedar trees. Any live tree with a diameter equal to or greater than 24” will also be located, regardless of species.

2.1.3 Task 3: Analysis

Task Description:

a. Hydrologic Modeling

LAN will update the Oak Bluff region hydrologic model, developed as part of the Oak Bluff Drainage Analysis Engineering Services Contract with the City (OBESC), as necessary to finalize results for the 10%, 4%, 2%, and 1% annual chance storm events.

b. Hydraulic Modeling

LAN will utilize the collected field topographic survey to update the existing conditions 2-dimensional hydraulic model developed as part of the OBESC. The survey data will be merged with the available LiDAR data to build a height-aware shapefile InfoWorks compatible format. Existing conditions model results will be generated for the 10%, 4%, 2%, and 1% annual chance storm events. It is not anticipated that additional model calibration will be necessary for historic flood events beyond what was done with the OBESC.

c. Design Alternatives Modeling

LAN will develop design alternatives consisting of conduits, inlets, open channels, or combinations thereof necessary to increase the capacity of the System to levels that would be

sufficient to convey stormwater generated by the aforementioned drainage basin for the 10%, 4%, 2%, and 1% annual chance events. Improvement benefits will be evaluated on ability to reduce flood frequency and depth to area homes in both the City and County. Prior to detailed analysis, the City and LAN will meet to discuss potential alternatives to be analyzed. Alternatives for this analysis will be improved upon by attempting to provide benefits to all homes in the area.

d. Preliminary Opinions of Probable Cost

Planning level cost estimates will be prepared for each of the alternatives. The Engineer will develop an Estimate of Probable Construction Cost for each alternative. The cost estimates should include all major project items such as inlet counts, storm sewer linear footages, any apparent public water and wastewater utility relocations and pavement or concrete replacement with an overall 20% contingency.

e. Reporting

An engineering technical memo of the Analysis will be developed and will include a discussion of the work performed, general methodology, assumptions applied during the course of study, a discussion of the study goal, the reported drainage problems, possible structural flooding, system capacity issues, a discussion of deviations from general methodology, and a discussion of findings and recommendations. Improvement alternatives will be documented individually and an assessment of project need, benefit, and potential challenges such as ROW or environmental impacts will be addressed. A draft memo will be compiled to include text, model output, and exhibits for the City's review. All Microsoft Word and Excel documents used to generate the draft report are to be included as well as the final models, shapefiles, databases, and worksheets used will be included on a compact disc, DVD or FTP site.

f. Quality Assurance / Quality Control

QA/QC review process will be documented at major milestones.

2.1.4 Task 4: Final Design

Task Description:

a. Selection of Final Alternative

If requested by the City, LAN will present the completed alternatives analysis to both the City and County at a joint meeting. LAN will participate in discussions and give recommendations to aid the City and County to determine the alternative(s) or portion(s) thereof to be implemented for the design and construction drawing preparation.

b. Impacts Assessment and Brushy Creek Interaction

LAN will assess potential impacts that may be caused by the proposed project. This may include downstream hydrologic, hydraulic, or erosive impacts to Brushy Creek as well as impacts to surrounding habitable structures in the project region. Potential impacts to the Brushy Creek effective floodplain will be assessed, however a CLOMR/LOMR is considered outside the scope of this project.

Due to the terrain in the area, there is also a potential for backwater from Brushy Creek to have an effect on the proposed project. LAN will consider tailwaters on Brushy Creek that are based on hydrograph timing of the creek corresponding to the time of peak of the drainage basin. LAN will identify measures that can be implemented to prevent storm water in Brushy Creek from backing into the System when the creek level is above the outlet of the system.

c. *Storm Water Pollution Protection Plan (SWPPP)*

Engineer shall develop a high level SWPPP to ensure future project can comply with TCEQ NPDES requirements.

d. *Preparation of Construction Drawings*

LAN will prepare design plans for proposed drainage facilities and submit 50%, 100%, and Final drawings. Plans will include drainage area maps, storm sewer plan and profile, ditch profiles and grading, and SWPPP features. Miscellaneous and standard drainage details will be provided at 100% and Final. A quantity estimate shall be provided. Comments provided from the City will be addressed for each submittal.

e. *Opinion of Probable Cost*

At each design submittal, a cost estimate will be prepared. The cost estimates should include all major project items such as inlet counts, storm sewer linear footages, apparent public water and wastewater utility relocations and pavement or concrete replacement with an overall 15% contingency.

f. *Specifications*

LAN will assess the need for special specifications that may arise on the project.

g. *Quality Assurance / Quality Control*

QA/QC review process will be documented at major milestones.

2.1.4 Task 4: Direct Costs and Reimbursable Expenses

Task Description:

- a. Reimbursable expenses will be billed to the Client by invoice. Reimbursements shall be the actual invoice costs. A reimbursable expense budget of \$500 has been established as a not-to-exceed amount without prior approval. Reimbursable expenses shall include printing and reproduction, deliveries, and mileage.

2.2 Services Excluded from Proposed Services

City of Round Rock and LAN agree that the following services are beyond the Scope of Services described in the tasks above. However, LAN can provide these services, if needed, upon the City's written request as agreed to by both parties in a Supplemental Services Contract. These additional services include the following:

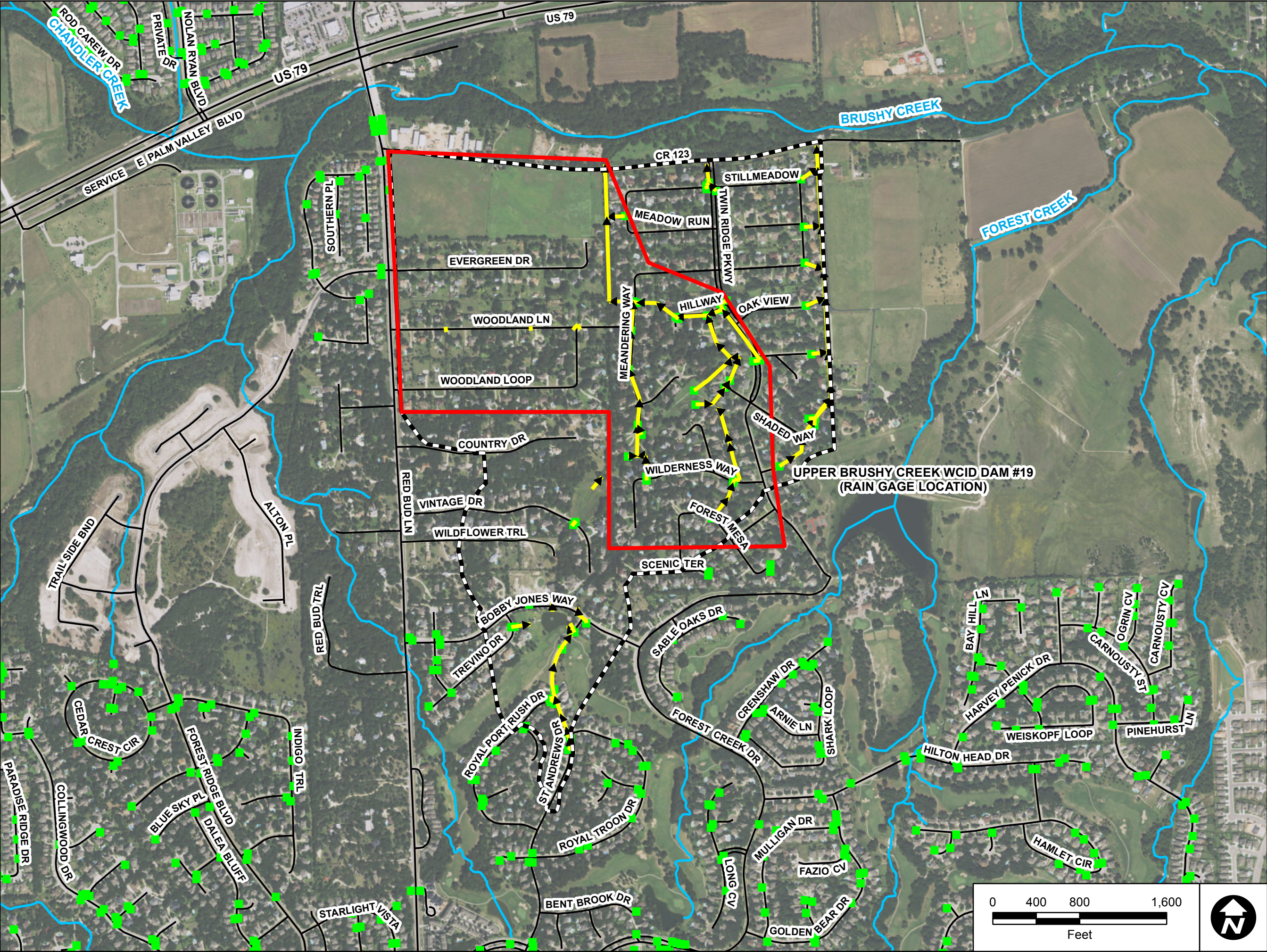
- Environmental engineering and permitting related services
- Geotechnical engineering related services
- Right-of-Way acquisition services
- Revisions to the current effective Brushy Creek models or floodplain maps
- CLOMR/LOMR preparation
- Bidding Services
- Construction management and inspection services
- Services related to easement delineation or acquisition
- Water quality analysis or design

3. KEY PERSONNEL

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

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

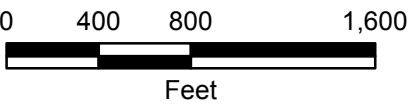
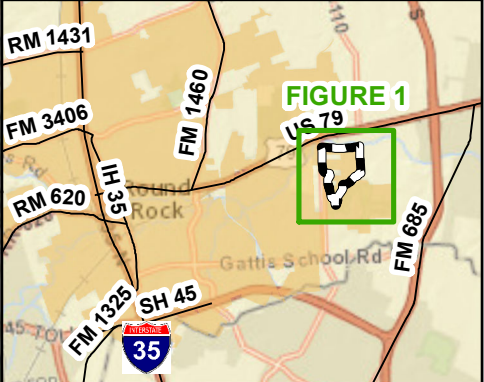
NAME	TITLE
Chad Cormack	Project Manager
Derek St. John	Project Principal
Laura Casset	Project Engineer
Elias Potts	Graduate Engineer
Cassandra Pham	Graduate Engineer



OAK BLUFF
DRAINAGE
IMPROVEMENTS

EXHIBIT B2 -
PROJECT LOCATION
MAP

- LEGEND**
- 2-DIMENSIONAL MODELING EXTENT
 - AREA OF INTEREST
 - EXISTING INLET
 - EXISTING STORM SEWER
 - STREAM CENTERLINE



Lockwood, Andrews & Newnam Inc. makes no representations or warranties regarding accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure where survey data is available and field locations have been established.

EXHIBIT C

Work Schedule

The schedule below provides approximate durations associated with the anticipated milestones:

PROPOSED SERVICES	May-2016	Jun-2016	Jul-2016	Aug-2016	Sep-2016	Oct-2016
Task 1: General Project						
General Project Management						
Working Meetings with City Staff		Meeting		Meeting		Meeting
Task 2: Survey						
Field Survey						
Task 3: Analysis						
Hydrologic Modeling						
Hydraulic Modeling						
Design Alternatives Modeling						
Preliminary Opinions of Probable Cost						
Reporting						
Task 4: Final Design						
Selection of Final Alternative						
Impacts Assessment						
Construction Drawings						
Opinion of Probable Cost						

*Above schedule assumes a kickoff date of May 1, 2016. In the event that the kickoff date occurs later than May 1, 2015 the proposed schedule will shift accordingly.

** Above schedule includes a total City review time of 1 month for the three submittals (analysis tech memo, 50% drawings, and 100% drawings). In the event that the overall City review time of the three submittals is longer than 1 month, schedule will shift accordingly.

EXHIBIT D
Fee Schedule

Project Name: Oak Bluff/Greenfield Drainage Improvements

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: General Project Management	43	\$6,230.00	\$0.00	\$0.00	\$6,230.00
Task 2: Survey	n/a	\$0.00	\$0.00	\$11,500.00	\$11,500.00
Task 3: Analysis	212	\$27,740.00	\$0.00	\$0.00	\$27,740.00
Task 4: Final Design	322	\$34,325.00	\$0.00	\$0.00	\$34,325.00
Task 5: Direct Costs and Reimbursable Expenses	n/a	\$0.00	\$500.00	\$0.00	\$500.00
GRAND TOTAL:	577	\$68,295.00	\$500.00	\$11,500.00	\$80,295.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY)

6/19/2015

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

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

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

COVERAGES LEOAD01

CERTIFICATE NUMBER: 13559013

REVISION NUMBER: XXXXXXXX

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

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

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

CERTIFICATE HOLDER

CANCELLATION See Attachment

13559013

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

ATTACHING TO AND FORMING PART OF POLICY NO. B0146LDUSA1404566

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

ISSUED BY: Underwriters at Lloyd's, London

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

Endorsement Number: 19

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

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

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

All other terms and conditions of the Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)
12/22/2015

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1079765 LOCKWOOD, ANDREWS & NEWNAM, INC. ATTN: MR. DON SCHUETZ 2925 BRIARPARK DRIVE HOUSTON TX 77042	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: St Paul Fire and Marine Insurance Co	24767
INSURER D: National Fire Insurance Co of Hartford	20478	
INSURER E:		
INSURER F:		

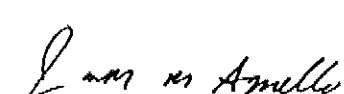
COVERAGES LEOAD01 **CERTIFICATE NUMBER:** 13559009 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	1015651942	1/1/2016	1/1/2017	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 - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	1015651956	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	ZUP-14N19818-16	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B	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 N	N/A	1015651973 (AOS) 1063334422 (CA)	1/1/2016 1/1/2016	1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: THE CITY OF ROUND ROCK, TEXAS IS NAMED ADDITIONAL INSURED ON A PRIMARY BASIS ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. OTHER INSURANCE SHALL NOT APPLY TO ANY COVERAGE HELD BY THE CITY.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

13559009 CITY OF ROUND ROCK ATTN: CITY MANAGER 221 EAST MAIN STREET ROUND ROCK TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

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

Certificate Number:
2016-34899

Date Filed:
04/04/2016

Date Acknowledged:

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

City of Round Rock

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

OKBLF
Engineering services

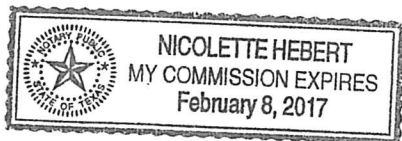
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly, Leo	Washington, DC United States	X	
	Daly, Grega	Washington, DC United States	X	
	Petersen, Dennis	Houston, TX United States	X	
	Cohen, Arnie	Austin, TX United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

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Drew P. Hardin
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Drew P. Hardin, this the 5th day of April, 2016, to certify which, witness my hand and seal of office.

Nicolette Hebert
Signature of officer administering oath






Nicolette Hebert
Printed name of officer administering oath

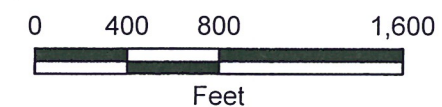
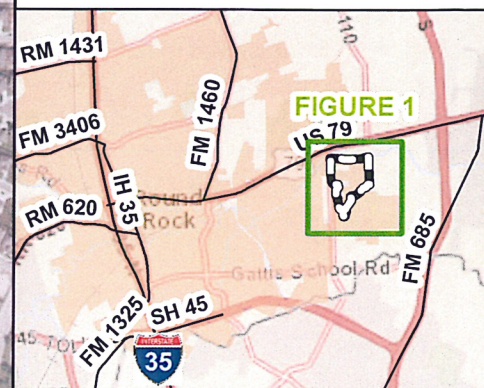
Right of Way Technician
Title of officer administering oath

OAK BLUFF DRAINAGE IMPROVEMENTS

EXHIBIT B2 - PROJECT LOCATION MAP

LEGEND

-  2-DIMENSIONAL
MODELING EXTENT
-  AREA OF INTEREST
-  EXISTING INLET
-  EXISTING STORM
SEWER
-  STREAM CENTERLINE





City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute a Consulting Services Agreement with HOT Inspection Services, Inc. for the 2016 Lake Creek Ground Storage Tank (GST) Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$53,500.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2016-3379

The Lake Creek Ground Storage Tank (GST) provides a reservoir to collect ground water from our three wells and pump the water into the system at a lower cost than Lake Georgetown water. The Lake Creek GST is in need of a new interior and exterior coating and the tank's interior roof is in need of repair. Because it was built with rafters and columns, there are many places for rust to begin eroding the tanks interior roof surfaces. For this reason, during this project, the Utility Staff would like to replace the existing roof with a domed roof that will not need interior supports. This will lessen the need of having to repair and recoat the interior of the tank every 5 years.

The City's Utility Staff would like to enter into a contract with HOT Inspection Services, Inc. to provide services to prepare plans/specifications/contract documents, construction administration and inspection services for the rehabilitation and improvements to the 500,000-gallon Lake Creek GST for the amount of \$53,500.

Cost: \$53,5000

Source of Funds: Self-Financed Water Construction

Staff Recommends Approval.

RESOLUTION NO. R-2016-3379

WHEREAS, the City of Round Rock (“City”) desires to retain consulting services for the 2016 Lake Creek Ground Storage Tank Improvements Project, and

WHEREAS, Hot Inspection Services, Inc. has submitted an Agreement for Consulting Services to provide said services, and

WHEREAS, the City Council desires to enter into said agreement with Hot Inspection Services, 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 an Agreement for Consulting Services for the 2016 Lake Creek Ground Storage Tank Improvements Project with Hot Inspection Services, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of April, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
CONSULTING SERVICES FOR THE
2016 LAKE CREEK GST IMPROVEMENTS PROJECT
WITH
HOT INSPECTION SERVICES, INC.**

THE STATE OF TEXAS

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THIS AGREEMENT for consulting services related to a 2016 Lake Creek GST Improvements Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and HOT INSPECTION SERVICES, INC. (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for document preparation, construction administration, and inspection services for the rehabilitation and improvements related to the 500,000-gallon Lake Creek Ground Storage Tanks; and

WHEREAS, City desires to contract for such services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved, with an estimated completion date of April 1, 2017.

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

2.01 PROPOSAL FOR SERVICES

For the purposes of this Agreement, the City agrees to furnish the Consultant the information set forth in Exhibit "A" titled "City Services," which document is attached hereto and incorporated herein for all purposes. For purposes of this Agreement Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached to this Agreement as Exhibit "B" titled "Scope of Services," which document is incorporated herein for all purposes.

3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" according to the schedule set forth in the attached Exhibit "C" titled "Work Schedule," which document is incorporated herein for all purposes. Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "B" and herein, and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit "B," however, either party may make written requests for changes to the Scope of Work. To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 10.01.

5.01 CONTRACT AMOUNT

In consideration for the consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit "D" entitled "Fee Schedule," which document is attached hereto and incorporated herein for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit "B."

Not-to-Exceed Total Payment for Services: Consultant's total compensation for consulting services hereunder shall not exceed **Fifty-Three Thousand Five Hundred and no/100 (\$53,500.00)**. This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant's fees for work done on behalf of City.

Payment for Reimbursable Expenses: There shall be no payments for reimbursable expenses included in this Agreement.

Deductions: No deductions shall be made for Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

Additions: No additions shall be made to Consultant's compensation based upon project claims, whether paid by the City or denied.

6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

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

7.01 INSURANCE

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 NON-APPROPRIATION AND FISCAL FUNDING

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

10.01 SUPPLEMENTAL AGREEMENT

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

11.01 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this

Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

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

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

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

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

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

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

12.01 NON-SOLICITATION

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

13.01 CITY'S RESPONSIBILITIES

City shall perform the services described in Exhibit "A." Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

14.01 INDEPENDENT CONTRACTOR STATUS

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

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

15.01 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

16.01 WARRANTIES

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

17.01 LIMITATION OF LIABILITY

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

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

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

18.01 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 LOCAL, STATE AND FEDERAL TAXES

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

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

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

21.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights, if required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. Consultant acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Consultant agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Consultant agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

22.01 FINANCIAL INTEREST PROHIBITED

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

23.01 DESIGNATION OF REPRESENTATIVES

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

Jeff Bell
Senior Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
(512)218-7076

24.01 NOTICES

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

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

Notice to Consultant:

HOT Inspection Services, Inc.
P.O. Box 1208
Round Rock, TX 78680-1208

Notice to City:

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

AND TO:

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

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

25.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

26.01 EXCLUSIVE AGREEMENT

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

27.01 DISPUTE RESOLUTION

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

28.01 SEVERABILITY

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

29.01 STANDARD OF CARE

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

30.01 GRATUITIES AND BRIBES

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

31.01 RIGHT TO ASSURANCE

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

32.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

[Signatures appear on the following page.]

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

City of Round Rock, Texas

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

HOT Inspection Services, Inc.

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

Exhibit A

City Services

Lake Creek GST Improvements Project

The City of Round Rock will provide to Hot Inspection Services, Inc. the following items/information/assistance:

1. Furnish any existing data, maps, plans, as-builds or construction drawings, etc. that may pertain to the project as requested. Provide contract templates and forms necessary to compile the contract documents.
2. Provide utility location services for all City owned utilities within the project boundaries as requested.
3. Provide access to the tank site, assist with tank site visits and drain tank and fill as needed for the rehabilitation project. Trim any trees or remove obstacles that impede the access to the tank surfaces.
4. Provide timely review of construction plans, technical specifications, and contract documents submitted for review.
5. Provide assistance and coordination with Private Property Owners if needed.
6. Provide production of contract documents, publish dates and bidding information for project.
7. Provide Engineering Seal for contract documents.
8. Assist during the bid opening date.



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

EXHIBIT "B"

KONZEN'S SCOPE OF SERVICES **LAKE CREEK GST REHAB PROJECT**

A. PRELIMINARY PHASE

1. Attend preliminary conference with the Owner/Engineer regarding the project.
2. Prepare a preliminary report on the project indicating the problem involved and alternate solutions available, including probable cost based on the 2015 Comprehensive Inspection.
3. Furnish Owner with copy of preliminary report and discuss which plan of action to take based on the projected outcome of each alternate.

B. PRE CONSTRUCTION PHASE

1. Establish the scope of work and specifications based on the site surveys and research conducted. Prepare contract documents authorized by the Owner.
2. Assist the Owner in the advertisements of the project for bids.
3. Conduct a pre bid meeting with the Contractor and Owner.
4. Assist the Owner in the opening and tabulation of bids for construction of the project and consult with the Owner as to the proper action to be taken, based on all of the considerations involved.
5. Assist in the preparation of formal Contract Documents.
6. Conduct a pre construction meeting with the Contractor and Owner.

C. CONSTRUCTION PHASE

1. Conduct on site visits to provide Quality Assurance Surveillance and observe the progress and quality of the executed work in accordance with the Contract Documents. Reasonable measures will be taken by Konzen in performing these services to protect Owner against defects and deficiencies in the Contractor's work. Konzen shall not guarantee responsibility for the actual supervision of

construction operations or for the safety measures which Contractor takes or should take.

2. Konzen, as an AWS Certified Welding Inspector and NACE Certified Coating Inspector, shall be on the referenced project. The objective of this project is to provide quality assurance surveillance of the welding, sandblasting, and painting during the rehabilitation of the water tanks. Inspection and testing visits will be strategic and at the discretion of the Owner/Engineer. The services to be rendered will include the following:

Welding and Repair Inspection

- Review tank project drawings to provide comments and recommendations.
- Review welder qualification records, welding procedures.
- Verify proper welding electrodes and electrode storage to be used on project.
- Conduct inspections on shop fabricated components.
- Conduct inspections of field welding and repairs.

The inspection methods to be implemented for the above inspection will consist of Visual Testing. All inspections shall verify compliance with the Contract Specifications. Konzen as an AWS Certified Welding Inspector and NACE Certified Coating Inspector, shall conduct all welding inspections.

Shop fabricated items will be inspected on site as they arrive unless the owner requests a shop visit. The fabrication and weld quality will be inspected for compliance to AWWA D100-96. If the owner requires a shop inspection, it shall consist of a visual inspection of the fabricating practices and operations to determine compliance with the AWWA Standard. All travel and labor expenses will be charged as additional expenses.

Sandblasting and Coating Inspection

- Pre-surface preparation inspection.
- Measurement of ambient conditions.
- Evaluation of compressor and surface preparation equipment.
- Determination of surface preparation cleanliness and profile.
- Inspection of application equipment.
- Witnessing coating mixing.
- Inspecting coating application.

- Determination of wet film thickness.
- Determination of dry film thickness.
- Evaluating cleanliness between coats.
- Witnessing holiday testing conducted by the contractor
- Evaluating cure.

The inspection methods to be implemented for the sandblasting and coating inspections will consist of visual inspections, mil gauging, holiday testing, profile gauging and atmospheric measuring. All inspections will verify compliance with the AWWA D102-97 and contract specifications. The measurement of air temperature, surface temperature, humidity, dew point, coating thickness and holiday detection will be recorded in a inspectors logbook. The equipment to obtain such measurements will be supplied by Konzen.

3. Consult and advise with the Owner: issue all instruction to the contractor requested by the Owner; and prepare and issue routine change orders with Owner's approval
4. Review with the Owner, submittals by the Contractor. This review is for the benefit of the Owner and covers only general conformance with the information given by the Contract Documents. This review does not relieve the Contractor of any responsibility such as appropriate safety measures to protect workers, property and the public, of the necessity to construct a complete and workable facility in accordance with the Contract Documents.
5. Obtain and review monthly and final estimates for payments to the contractor, and furnish to the Owner any recommended payments to contractors and suppliers; assemble written guarantees, which are required by the contract documents.
6. Conduct with the Owner and contractor, a final inspection of the project for compliance with the Contract Documents and submit recommendations concerning project status, as it may affect Owner's final payment to Contractor.

E. WORK EXCLUDED:

1. Work required for safely accessing the tank is not included in the cost of this project. It will be the contractor's responsibility for providing safe access to all areas of the tank for inspection and testing during the construction. OSHA approved staging will be necessary for the complete access of the tank.
2. This proposal assumes that the tank will be accessible for inspection and that any restrictions requiring special work will affect the cost of this proposal.



HOT Inspection Services, Inc.
P.O. Box 1208 • Round Rock, TX 78680-1208

Office: (512) 244-2523
Fax: (512) 485-5129

Exhibit C Work Schedule

Lake Creek GST Improvements Project

Lake Creek GST

Preliminary Phase	07/1/16 – 07/10/16
Pre-Construction/Bidding Phase	07/11/16 – 8/31/16
Construction Phase	11/1/16 – 4/01/17

Project bids will be scheduled for opening the week of [REDACTED]. Notice to proceed for construction is estimated for [REDACTED]. The actual construction schedule may vary depending on tank availability and shutdown schedule by City. Anticipated completion of Lake Creek GST is 4/01/17. The tank will need to be drained for assuring a good coating application.



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Exhibit D Fee Schedule

Lake Creek GST Project

Providing personal services to the City of Round Rock for consulting, project management, and inspection for the rehabilitation and improvements on the Lake Creek Ground Storage Tank. Services to include: probable cost estimates, technical data, pre-construction and construction documents, bidding and negotiation phase documents, and construction phase inspection.

Fee's are based on \$110.00 per hour for consulting and inspection services provided, whereas the cost is divided between the Preliminary and Bidding Phases, Pre-Construction Phase and the Construction Phase for both tanks.

Lake Creek Tank

Preliminary Phase	\$ 4,400.00
Bidding & Pre-Construction Phase	\$16,125.00
Construction Phase	\$33,000.00
 Total Estimated Fee	 \$53,500.00



EXHIBIT "E"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2016

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

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

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St Austin TX 78759	CONTACT NAME: Susan Hord	
	PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999 E-MAIL ADDRESS: shord@watkinsinsurancegroup.com	
INSURED HOTIN-1 Hot Inspection Services Inc. John Konzen P O Box 1208 Round Rock TX 78680	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford	29424
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 889966592

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		65SBAPV1060	3/21/2016	3/21/2017	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		65SBAPV1060	3/21/2016	3/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			65WECBK4151	12/18/2015	12/18/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

City of Round Rock is additional insured on the general liability and auto liability policies, per blanket endorsements, where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock
221 E Main St
Round Rock TX 78664

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

AUTHORIZED REPRESENTATIVE

Patricia L. Mathews

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

HOT Inspection Services, Inc.
Round Rock, TX United States

Certificate Number:
2016-37799

Date Filed:
04/11/2016

Date Acknowledged:

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

City of Round Rock

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

000000

Specification consulting, construction management, welding and coatings inspection.

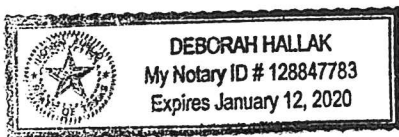
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JOHN KONZEN, this the 11 day of APRIL, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Signature of officer administering oath

Printed name of officer administering oath

DEBORAH HALLAK

Notary Public

Title of officer administering oath



**LAKE CREEK
GROUND STORAGE TANK**

LAKE CREEK GROUND STORAGE TANK



Document Path: O:\Works\paces_GIS\Utilities_workspace\MAPS\2016\Council\LakeCreekGroundStorageTank\LakeCreekGroundStorageTank.mxd

Date: 4/11/2016



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance approving original zoning as the PUD (Planned Unit Development) No. 106 zoning district, providing for single family common lot development on 19.70 acres located Northeast of the intersection of Old Settlers Blvd. and A.W. Grimes Boulevard. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/28/2016

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

Cost:

Indexes:

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

Department: Planning and Development Services Department

Text of Legislative File 2016-3336

The site contains approximately 19.7 acres and is being annexed as a separate agenda item. The development will take public street access from Old Settlers Boulevard in two locations and there will be a third access point solely for emergency vehicles. The proposed PUD zoning district provides for a maximum of 100 single family detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area. All units are to be sold as condominiums and maintenance of the common areas and private drive aisles will be the responsibility of the property owners association. The size and density of the development is consistent with other common lot single family projects that have been recently approved.

Exterior finish requirements for the homes include 100% masonry with a maximum of 75% 2-step hard coat stucco, on both the front and rear elevations. This same finish is also required on any side elevation that faces a private drive aisle. Masonry is defined as stone, simulated stone, brick or a minimum of 2-step hard coat stucco. In addition, shake style cement based siding may be used on the front facades of 25% of the total number of homes, only on non-load bearing elements. All homes with a rear side facing Old Settlers Boulevard or facing the eastern or western property boundaries will have a minimum 10-foot by 10-foot covered patio. Two story homes in these configurations will also have a window enhancement on the second floor elevation. Upgraded garage doors are required on all units, except for side entry garages. The site will have perimeter fencing consisting of

masonry or concrete panels. The private drive aisles that provide access to the single family units will be designed to provide for parallel parking on one side and also allow sufficient width for a fire lane. Each unit will provide four (4) parking spaces outside of the private drive aisle, two in the garage and two on the driveway behind the garage.

The Planning and Zoning Commission voted 7-0 to recommend approval of the original zoning at their meeting on March 2, 2016.

Staff recommends approval.

ORDINANCE NO. O-2016-3336

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 19.70 ACRES OF LAND OUT OF THE WILLIS DONAHO, JR. SURVEY, ABSTRACT NO. 173, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS PLANNED UNIT DEVELOPMENT (PUD) NO. 106; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has recently annexed 19.70 acres of land out of the Willis Donaho, Jr. Survey, Abstract No. 173 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" (the "Property"), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 2nd day of March, 2016, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be originally zoned as Planned Unit Development (PUD) No. 106, and

WHEREAS, on the 14th day of April, 2016, after proper notification, the City Council held a public hearing on the proposed original zoning, and

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

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

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

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

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 106 meets the following goals and objectives:

- (1) The development in PUD No. 106 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 106 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 106 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 106 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 106 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as, Planned Unit Development (PUD) No. 106, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 106 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

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

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

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

Alternative 1.

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

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

Alternative 2.

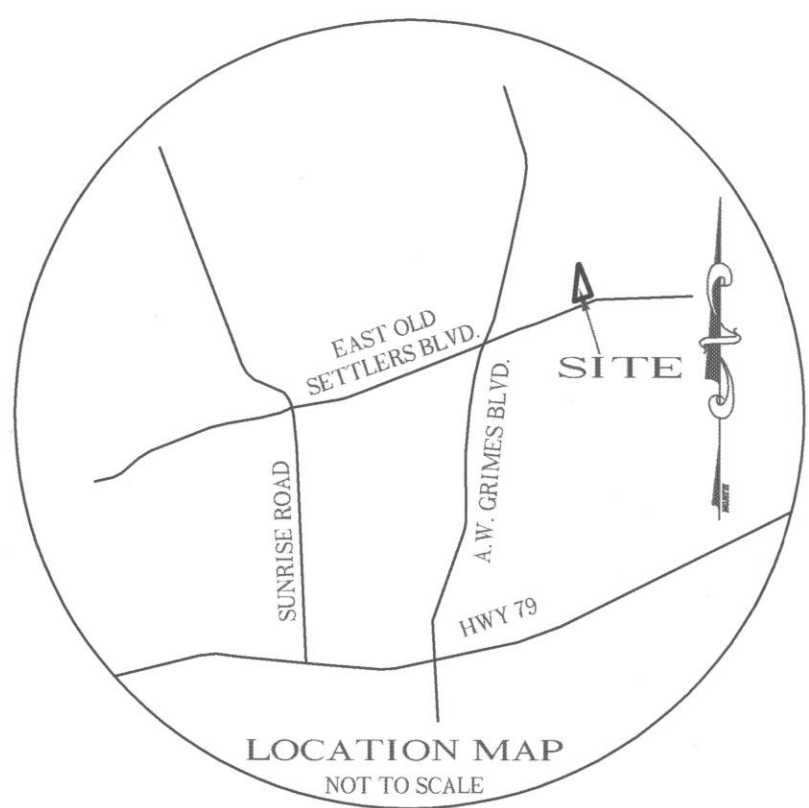
READ and APPROVED on first reading this the ____ day of _____, 2016.

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

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



ALTA SURVEY OF 19.700 ACRES (858,150 SQUARE FEET) OF LAND BEING ALL OF THE REMAINDER OF A CALLED 152.38 ACRE TRACT OF LAND OUT OF AND A PART OF THE WILLIS DONAHO, JR. SURVEY, ABSTRACT NUMBER 173, CONVEYED TO WALLIN FAMILY INVESTMENTS IN DOCUMENT NUMBER 2003057841, 2003057843, AND 2003057844, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,

SCALE: 1" = 200'

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET
- ⦿ GUY POLE
- ⦿ POWER POLE
- ⦿ WASTEWATER MANHOLE
- OVERHEAD ELECTRIC LINE
- WIRE FENCE
- WOOD FENCE
- SIGN
- BOC BACK OF CURB
- () RECORD INFORMATION DOCUMENT NO. 2003057841
- [] RECORD INFORMATION VOL. 1950, PG. 515

THIS TRACT IS SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

- EASEMENT DATED AUGUST 22, 1977, BY RUDOLPH WALLIN TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 699, PAGE 899, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. — unable to locate with description provided, but easement is for parent tract
- EASEMENT DATED JUNE 21, 2006, BY WALLIN FAMILY INVESTMENTS, L.P. TO THE CITY OF ROUND ROCK, RECORDED UNDER DOCUMENT NO. 2006050947, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. — as shown on drawing
- EASEMENT DATED JANUARY 8, 2014, BY WALLIN FAMILY INVESTMENTS, L.P. TO THE CITY OF ROUND ROCK, RECORDED UNDER DOCUMENT NO. 2014003159, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. — as shown on drawing
- EASEMENT DATED FEBRUARY 12, 2015, BY WALLIN FAMILY INVESTMENTS, L.P., ET AL TO QWEST COMMUNICATIONS COMPANY, L.L.C., ET AL, RECORDED UNDER DOCUMENT NO. 2015058336, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. — no easement description provided in document
- THE RIGHTS OF UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT TO LEVY TAXES AND ISSUE BONDS.

THIS TRACT MAY OR MAY NOT BE SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

- EASEMENT DATED SEPTEMBER 18, 1936, BY A.A. BOOTY TO TEXAS POWER AND LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 530, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. — no parent tract Volume and Page listed in easement document Vol. 282, Page 530

THIS TRACT IS NOT SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

- EASEMENT DATED OCTOBER 19, 1997, BY RUDOLPH G. WALLIN TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 710, PAGE 42, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. — easement is for 2 acre Wallin tract located west of subject tract
- EASEMENT DATED SEPTEMBER 6, 1979, BY RUDOLPH WALLIN TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 801, PAGE 263, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. — easement now located in right-of-way of County Road 113
- EASEMENT DATED NOVEMBER 13, 1985, BY RUDOLPH WALLIN AND WIFE, DORIS A. WALLIN TO TEXAS UTILITIES ELECTRIC COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 1472, PAGE 1, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. — easement now located in right-of-way of County Road 113
- EASEMENT DATED JUNE 20, 2001, BY RUDOLPH WALLIN AND DORIS WALLIN TO THE CITY OF ROUND ROCK, RECORDED UNDER DOCUMENT NO. 2001044953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. — easement located west of subject tract, ingress egress rights from Kiphen Road
- EASEMENT DATED JANUARY 5, 2002, BY RUDOLPH WALLIN AND DORIS WALLIN TO TXU ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2002034946, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. — easement located west of subject tract, ingress egress rights from Kiphen Road and F.M. 1460
- EASEMENT DATED MARCH 22, 2004, BY WALLIN FAMILY INVESTMENTS, L.P. TO THE CITY OF ROUND ROCK, RECORDED UNDER DOCUMENT NO. 2004021668, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. — easement located west of subject tract, ingress egress rights from Kiphen Road and F.M. 1460
- EASEMENT DATED JUNE 29, 2004, BY WALLIN FAMILY INVESTMENTS, L.P. TO THE CITY OF ROUND ROCK, RECORDED UNDER DOCUMENT NO. 2004052037, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. — easement located west of subject tract, ingress egress rights from Kiphen Road

TITLE COMMITMENT GF# 150070966.

TO: KB HOME LONE STAR INC., ITS SUCCESSORS AND ASSIGNS, WALLIN FAMILY INVESTMENTS, L.P., GEORGETOWN TITLE COMPANY, INC., WESTCOR LAND TITLE INSURANCE COMPANY AND WINSTEAD PC

EFFECTIVE DATE SEPTEMBER 25, 2015.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I hereby certify that on the 23rd day of October, 2015:

- This survey was made on the ground as per the field notes shown on this survey and correctly shows (i) all corners and points of course change, (ii) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon (if any) and the distance therefrom to the nearest facing exterior property lines of the subject property; (iii) the location of all rights-of-way, easements and any other matters of record together with appropriate recording references (or of which I have knowledge or have been advised, whether or not of record) affecting the subject property; (iv) all abutting dedicated public streets providing access to the subject property together with the width and name thereof, and (v) all other significant items on the subject property;
- Except as shown on the survey, there are no (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on adjacent property, streets or alleys by any improvements on the subject property, or (iii) party walls conflicts or protrusions;
- This survey shows all roads, streets and rights-of-way which abut and/or are adjacent to the subject property and no gap, strip or gore exists between any such road, street or right-of-way, or adjacent property and the subject property;
- All required building set back lines on the subject property are located as shown hereof;
- Except as shown on the survey, the subject property does not serve any adjoining property for drainage, utilities or ingress or egress;
- The location of each easement, right-of-way, servitude, and other matters affecting subject property and listed in the Commitment for Title Insurance issued by Georgetown Title Company, Inc., under GF#150070966, issued October 06, 2015, with respect to the subject property, has been shown on the survey, together with appropriate recording references to the extent that such matters can be located. The subject property shown on the survey is the property described in that Title Commitment.
- The metes and bounds description contained hereon is correct and the record description of the subject property forms a mathematically closed figure;
- No portion of the subject property lies within a flood plain or flood prone area or a flood way of any body of water per the Federal Emergency Management Agency Risk Map, Community F.I.R.M. Map prepared for Williamson County, dated effective September 26, 2008, as shown on Community Panel No. 48491C 0495E or within any Aquifer Recharge Zone, Aquifer Transition Zone or Contributory Zone, Tract lies in Zone X, 0.2% Annual Chance Flood Hazard; and
- This survey conforms to the current 2011 "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by the American Land Title Association ("ALTA"), the American Congress on Surveying and Mapping ("ACSM"), and the National Society of Professional Surveyors ("NSPS") pursuant to the Accuracy Standards (as adopted by ALTA, ACSM and NSPS and in effect on the date of this certification, and includes items 1,2,3,4,6(a),7(b)(1), 8,9,10(a),11(a),13,14,16,17,18,19, of Table A thereof.

ALTA SURVEY TABLE A NOTES:

- NO BUILDINGS LOCATED ON SITE.
- NO PARKING SPACES ARE LOCATED ON THE SITE.
- NO DIVISION OR PARTY WALLS ARE LOCATED ON THE SITE.
- DISTANCE TO NEAREST INTERSECTION STREET: +/- 2648 FEET TO THE INTERSECTION OF F.M. 1460 AND COUNTY ROAD 113.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS
- THERE IS NO INFORMATION ON PROPOSED CHANGES IN STREET RIGHT-OF-WAYS. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- THERE IS NO EVIDENCE OF SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- NO WETLANDS LOCATED ON SITE.

PHYSICAL ADDRESS AS LISTED IN THE WILLIAMSON COUNTY APPRAISAL DISTRICT:
E OLD SETTLERS BLVD.
ROUND ROCK, TEXAS 78665

TRACT IS LOCATED IN THE ETJ, NO ZONING

TAX PARCEL ID # R384605

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.

FIRM ID #E3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH-J: \4752-082\DWG\ALTA.DWG

ROBERT J. GERTSON, RPLS# 6367
Carlson, Brigrance & Doering, Inc.
5501 West William Cannon
Austin, Texas 78749
(512)280-5160 (512)280-5165 (fax)
rgertson@cbbdeng.com

ORIGINAL COPY VALID ONLY IF SEALED IN RED INK



EXHIBIT

"B"

DEVELOPMENT STANDARDS

1. **DEFINITIONS**

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

2. **PROPERTY**

This Plan covers approximately 19.70 acres of land, located within the City 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 Ordinance**

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

4.2. **Other Ordinances**

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

5. **PROJECT OVERVIEW**

5.1. **Purpose of Plan**

The purpose of the Plan is to provide a single family residential development.

5.2. **Concept Plan**

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

5.3. Land Use

- (1) The residential housing type shall be single family detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.
- (2) All dwelling units shall be established as condominium units, pursuant to the Texas Uniform Condominium Act, Section 82.001 et. seq., Texas Property Code.
- (3) A maximum of 100 units shall be allowed.

6. DEVELOPMENT STANDARDS

6.1. Exterior Finish

- (1) The front exterior finish of all units, except those described in (6) below, shall be 100% masonry, with no more than 75% consisting of 2-step hard coat stucco, excluding elements such as doors, windows, trim and accent features.
- (2) The rear exterior finish of all units shall be 100% masonry, with no more than 75% consisting of 2-step hard coat stucco, excluding elements such as doors, windows, trim and accent features.
- (3) The drive aisle-facing side of all corner units shall be 100% masonry, with no more than 75% consisting of 2-step hard coat stucco, excluding elements such as doors, windows, trim and accent features.
- (4) Masonry shall be defined as stone, simulated stone, brick or a minimum of 2-step hard coat stucco.
- (5) The use of materials such as wood shingles or wood siding shall be limited to accent features.
- (6) The front facades of 25% of the total number of units may use shake-style cement based siding, only on non-load bearing elements.
- (7) Horizontally installed cement based siding may be used on side elevations of all units other than those described in (3) above.
- (8) One of the following window enhancements shall be required on the second floor rear elevation of two story units, when the rear faces E. Old Settlers Boulevard or the eastern and western property boundaries:
 - (a) Shutters
 - (b) Awnings or shed roofs
 - (c) Window trim
 - (d) Arch windows
- (9) The following design feature shall be required on the rear elevation of any unit when the rear faces E. Old Settlers Boulevard or the eastern and western property boundaries.
 - (a) Covered 10' x 10' patio.

6.2. Garage Door Treatment

- (1) An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required.

- (2) Upgraded garage doors shall not be required for swing in, side entry garages.

6.3. Yard Fencing

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

6.4. Perimeter Fencing

The location and types of the required perimeter fencing are indicated on **Exhibit "C"**. The two types of perimeter fencing are:

- (a) Wood Fence: Cedar privacy fence with a picket size of 1" x 6", a top cap, treated rails, metal posts and masonry columns spaced at intervals of 100 feet; the finished side of the fence shall face the abutting properties.
- (b) Masonry Fence: In compliance with Section 36-116 of the Code.

6.5. Subdivision Identification Signs

Subdivision identification signs shall conform with the provisions of Section 30-17, Area identification and entry feature signs, of the Code.

6.6. Building Setbacks

The minimum setback for any lot on which multiple residential units are located shall be twenty feet (20') from any lot line, except that the minimum setback from the eastern property boundary shall be twenty five (25').

6.7. Parking

- (1) A total of 4 parking spaces per unit are required:
 - (a) 2 garage enclosed parking spaces
 - (b) 2 parking spaces located in front of the garage and outside of the private access drive. Parking spaces shall measure 9' x 18'.
- (2) Guest parking shall be provided by:
 - (a) Providing for parallel parking on one side of the private drive aisle, which requires a drive aisle width equivalent to 30-feet measured 'face of curb to face of curb'.

6.8. Private Drive Aisles

- (1) A minimum width of 30' from 'face of curb to face of curb' - parallel parking is to be provided on one side; parallel parking subject to City design regulations, including access for emergency vehicles
 - (a) Shall include a four foot (4') wide sidewalk on one side of the drive.

- (b) Subgrade to be approved by the City of Round Rock according to the Transportation Manual, Section 3 – Pavement Design
- (c) A private home owners association will be established for the maintenance of the private drive aisles.

6.9. Landscaping

- (1) The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:
 - (a) All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.
 - (b) Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wish Guide for Central Texas*, created by the Texas Cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.
 - (c) Each single family dwelling unit shall be provided with a minimum of two (2) three-inch (3”) caliper large species trees, whether through the preservation of existing trees or planting of three-inch (3”) caliper container-grown trees.
- (2) A private home owners association will be established for the maintenance of any landscape and irrigation areas located between the private drive lanes and single family units as well as for all community signage, walls, medians, common open spaces and detention areas.

7. PARKLAND DEDICATION

Chapter 36, Article III of the Code shall be used to determine the parkland requirement, using the TH (Townhouse) zoning district, in accordance with Section 36-74 of the Code.

8. CHANGES TO DEVELOPMENT PLAN

8.1. Minor Changes

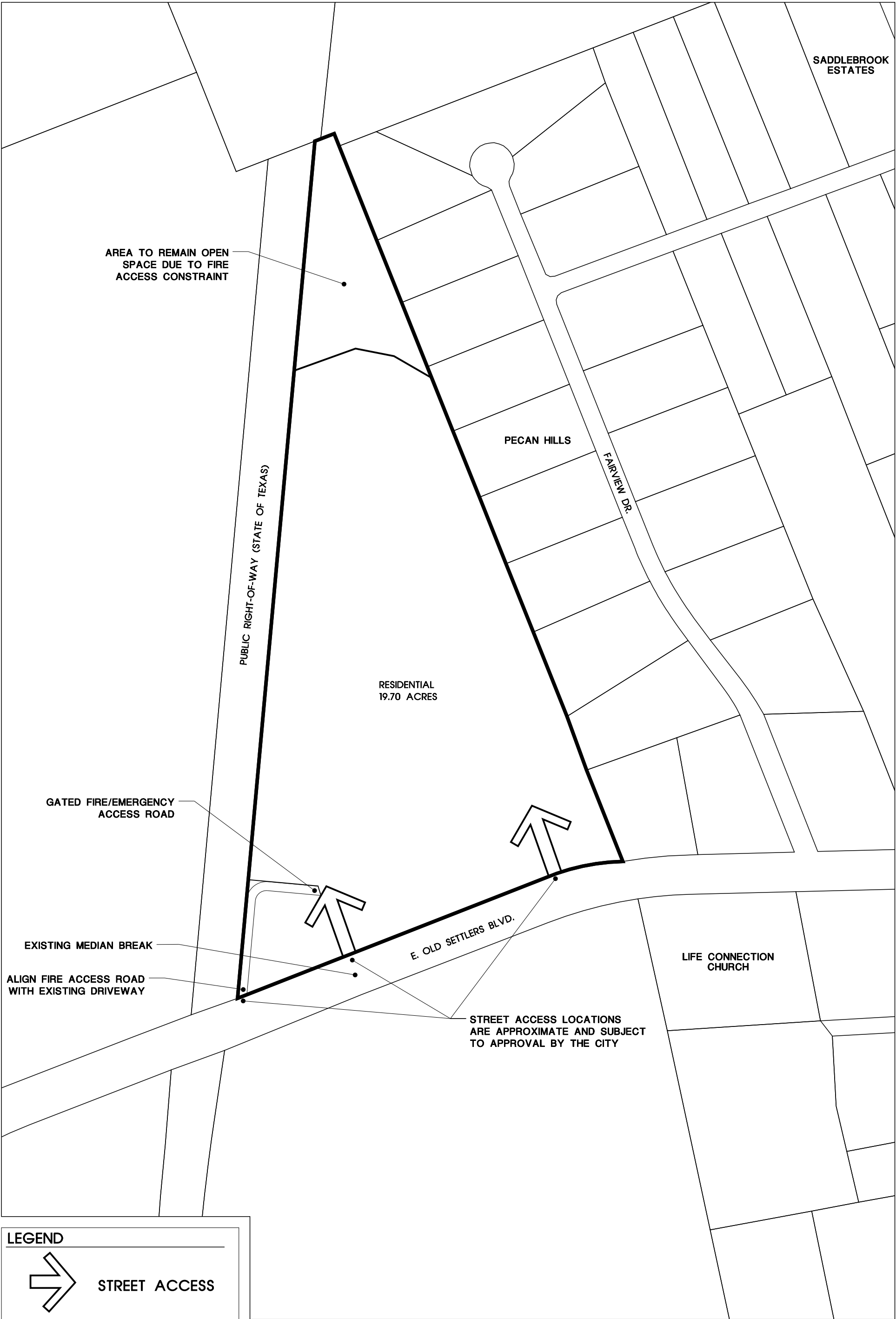
Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing by the Director of Planning and Development Services and the City Attorney.

8.2. Major Changes

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

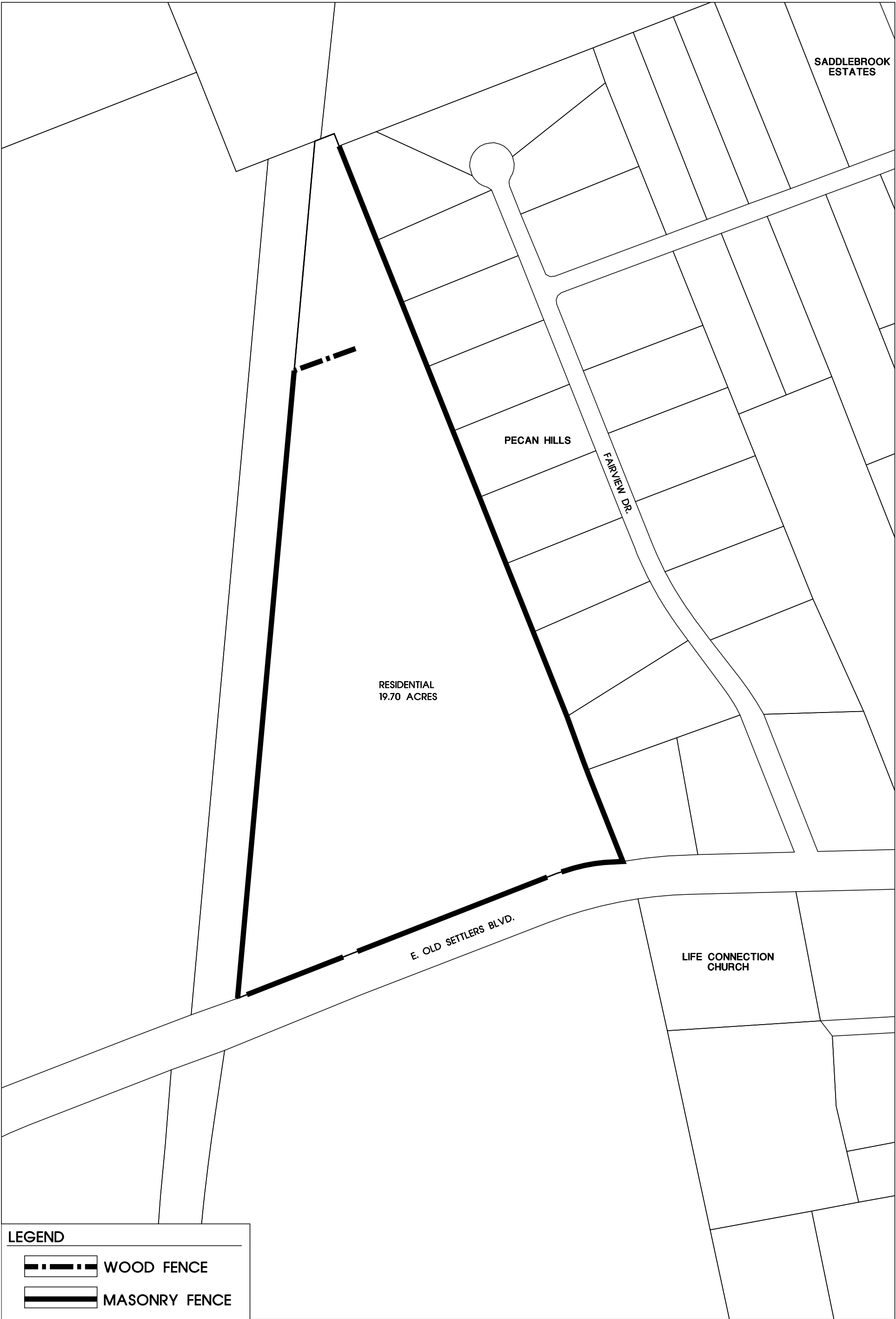
LIST OF EXHIBITS

Exhibit “A”	Survey Field Notes
Exhibit “B”	Concept Plan
Exhibit “C”	Fencing Exhibit




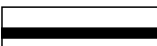
LEGEND

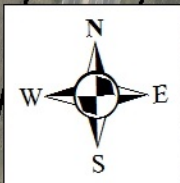
 **STREET ACCESS**



LEGEND

 **WOOD FENCE**

 **MASONRY FENCE**

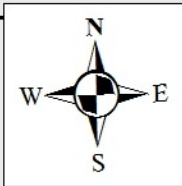


**Subject Tract
19.70 ac.**

Fairview Cv

Bluestone Dr

E Old Settlers Blvd



PUD

City Limit

ETJ

SF2

ETJ

City Limit

Unzoned

Subject Tract
19.70 ac.

Fairview-CV

E Old Settlers Blvd

Unzoned

City Limit

ETJ

LI



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

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

Type: Executive Session

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File 2016-3373



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

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

Type: Executive Session

Governing Body: City Council

Agenda Date: 4/28/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File 2016-3355