

**City of Cedar Park**  
**Regular Called Meeting Agenda**  
**City Council Chambers, Cedar Park Public Library**  
**550 Discovery Boulevard**  
**Cedar Park, Texas**  
**Thursday, February 10, 2011**  
**6:30 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.](#)
- A.2 [Invocation.](#)
- A.3 [Pledges of Allegiance. \(U.S. and Texas\)](#)
- A.4 [Presentation: Proclamation Recognizing February 2011 As Cedar Park Reads Month.](#)
- A.5 [Citizens Communications \(Not For Items Listed On This Agenda. Three Minutes Each. No Deliberations With Council. Council May Respond With Factual Information\)](#)
- A.6 [Mayor and Council Opening Comments.](#)
- A.7 [City Manager Report: Review Of Process For Consideration To Rename Parmer Lane To Ronald Reagan Boulevard Within Cedar Park City Limits. \(Powell\)](#)
- A.8 [City Manager Report: Update On the Sidewalk Gaps Along Bagdad Road.](#)
- A.9 [City Manager Report: Review Of The Quarterly Investment Report For The Period Of October 1, 2010 To December 31, 2010.](#)
- A.10 [City Manager Report: Review Of The Process For The Website Redesign Project.](#)
- B.1 [Approval Of The City Council Minutes From The Meeting Of January 13, 2011.](#)
- B.2 [Receipt Of Minutes From The Economic Development Sales Tax Corporation \("4A"\) Meeting Held On October 18, 2010.](#)
- C.1 [Second Reading And Approval Of An Ordinance Amending Article 17.03 Speed Limits, Sec. 17.03.004 Of The Code Of Ordinances Of The City Of Cedar Park, Texas, To Establish A Prima Facie Speed Limit For Gupton Way In The City Limits Of The City Of Cedar Park.](#)
- D.1 [A Resolution Authorizing And Directing The City Manager To Execute An Engineering Services Agreement With Kimley-Horn And Associates For The Design Of The Internally Lighted Street Name Sign Project.](#)

- D.2 [A Resolution Authorizing The Execution Of A Cooperative Purchasing Agreement Between The City Of Cedar Park And The City Of Fort Worth Related To Participation In A Consortium Based Purchasing Card Program Administered By JP Morgan Chase Which Was Competitively Bid By The City Of Fort Worth.](#)
- D.3 [A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With Freese And Nichols, Inc. For The Engineering Design Of Buttercup Wastewater Interceptor Replacement.](#)
- D.4 [A Resolution Setting A Date, Time, And Place For Public Hearings On The Petition By Wilson Land And Cattle Company For Voluntary Annexation Of Approximately 41.059 Acres Of Land Located At The Northwest Corner Of Brushy Creek Road And Breakaway Road. \(ANX-11-001\).](#)
- D.5 [A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With Lockwood, Andrews And Newman, Inc. \(LAN\) For The Engineering Design Of Cottonwood Creek Wastewater Collection System Phase C.](#)
- D.6 [A Resolution Authorizing And Directing The Mayor To Execute A Social Service Agency Annual Funding Agreement With Faith In Action Caregivers Northwest.](#)
- D.7 [A Resolution Granting A Non-Exclusive License To At Your Disposal, Inc. For The Collection, Transportation And Disposal Of Multi-Family, Industrial And Commercial Waste And Recycling Within The City Of Cedar Park.](#)
- D.8 [A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With K. Friese And Associates, Inc. For The Engineering Design Of Lakeline Blvd.- Old Mill Bore And Garner Influent Line.](#)
- D.9 [A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With Bury And Partners, Inc. For The Engineering Design Of Ronald Reagan Boulevard Wastewater Improvements.](#)
- E.1 [First Reading And Public Hearing: No Items For Consideration.](#)
- F.0 [Discussion And Possible Action:](#)
- F.1 [Consideration To Approve A Resolution Authorizing And Directing The City Manager To Execute A Contract With McCreary, Veselka, Bragg & Allen, P.C., Attorneys At Law For Collection Services For Delinquent Municipal Court Fines, Fees, Court Costs, Forfeited Bonds, And Restitution.](#)

- F.2 [Consideration To Approve A Resolution Authorizing And Directing The Mayor To Execute Addendum 2 To The Central Texas Refuse Solid Waste Agreement Amending Appendix B "Rates For Residential And City Services".](#)
- G.0 [Executive Session:](#)
- G.1 [Section 551.071 \(1\)\(A\) And \(2\) Consultation With City Attorney Concerning Legal Matters Covered By The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas.](#)
- a. States Department Of Justice In Regards To Narcotics Investigation And Enforcement.
  - b. Concerning The Chapter 380 Economic Development Agreement Between City of Cedar Park And Cedar Park Land, LP Regarding Performance Of Contract Terms And Conditions.
  - c. Legal Issues Regarding Meet and Confer Requirements With The Cedar Park Fire Department.
  - d. Legal Issues Concerning The Suite Rental Agreement With Hicks Sports Group, LLC.
  - e. Legal Issues Concerning Creation Of An Emergency Services District in Travis County, being the North Rim Neighborhood. (Amendment)
- G.2 [Section 551.072 Deliberation Concerning The Purchase, Exchange, Lease Or Value Of Real Property](#)
- a. Acquisition Of Properties For The Cottonwood Creek Trail (CR 185) And New Hope Drive Widening Project.
  - b. Purchase Of Real Property For Public Facilities. (Amendment)
- H.0 [Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session](#)
- H.1 [Mayor And Council Closing Comments.](#)
- H.2 [Adjournment.](#)



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. A.1

**CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. A.2  
**Invocation.**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:           Agenda Item No. A.3  
**Pledges of Allegiance. (U.S. and Texas)**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. A.4

**Presentation: Proclamation Recognizing February 2011 As Cedar Park Reads Month.**

**Commentary:**



**PROCLAMATION  
RECOGNIZING FEBRUARY 2011 AS “CEDAR PARK READS MONTH”  
IN HONOR OF THE 2<sup>ND</sup> ANNUAL CEDAR PARK READS**

**WHEREAS**, reading is vital to one’s life and livelihood; and

**WHEREAS**, the habit of regular reading raises one’s likelihood of academic and economic success as well as stirs one’s social and civic sense; and

**WHEREAS**, reading rates are declining nationally for all teen and adult readers; and

**WHEREAS**, the Cedar Park Public Library and multiple community partners have come together to produce a community read program known as “Cedar Park Reads”; and

**WHEREAS**, the citizens of Cedar Park are encouraged to read, discuss and celebrate the same book during this Cedar Park Reads program; and

**WHEREAS**, “The Art of Racing in the Rain” by Garth Stein has been chosen for the second annual Cedar Park Reads;

**WHEREAS**, the Library has celebrated its 30<sup>th</sup> Anniversary and has chosen a reading selection that celebrates life and the human condition from a pet’s perspective;

**NOW, THEREFORE, BE IT RESOLVED**, that I, Bob Lemon, Mayor of the City of Cedar Park, Texas do hereby proclaim **February as “Cedar Park Reads Month”** and do encourage the community to read the selected books and join the Library for their Pet Fair and Pet Parade on February 19<sup>th</sup>.

PASSED AND PROCLAIMED THIS 10th DAY OF February, 2011

\_\_\_\_\_  
Robert S. Lemon, Mayor

ATTEST: \_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. A.5

**Citizens Communications (Not For Items Listed On This Agenda. Three Minutes Each. No Deliberations With Council. Council May Respond With Factual Information)**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:       Agenda Item No. A.6  
**Mayor and Council Opening Comments.**



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. A.7

### **City Manager Report: Review Of Process For Consideration To Rename Parmer Lane To Ronald Reagan Boulevard Within Cedar Park City Limits. (Powell)**

#### **Commentary:**

This item outlines the process staff would follow to change the name of Parmer Lane to Ronald Reagan Boulevard within the Cedar Park city limits from RM1431 to Brushy Creek Road. Joyce Hess with the Planning Department was consulted in this process as she administered the recent roadway name changes of both Woodall Drive and New Hope Spur. The process used for changing a roadway name is as follows:

- **Compile List:** Staff would research the Williamson Central Appraisal District database and compile a list of names and addresses of all property owners, tenants and residents along Parmer Lane in the section considered for name change. There are 612 apartment units and 137 townhouse units with Parmer Lane addresses. There are approximately 30 property owners, and approximately 22 commercial tenants with Parmer Lane addresses.
- **Send Survey Notices:** A Letter and survey are sent to each resident, tenant and property owner with a Parmer Lane address in Cedar Park. The letter shall:
  - Provide purpose for the proposed name change
  - Provide new roadway name(s) proposed
  - Provide survey return deadline
  - Require return survey to have resident/tenant/property owner name and address and to have survey signed
  - Provide date, time and location of public meeting
  - Provide pre-paid envelope to encourage return of survey
- **Public Meeting:** Discuss the results of the survey and determine if adequate support has been received by residents/property owners to change the name.
- **Ordinance:** Hold Public Hearings for adoption of an Ordinance formally changing the name.
- **Send Letters of Name Change:** A letter, map, property list, and a copy of the adopted Ordinance would then be sent to each property owner, resident and tenant to inform them of the name change.
- **Contact Entities:** A letter, map and a copy of the adopted Ordinance would be sent to a list of entities that need to be informed (Post Office, 911, TxDOT, Williamson County, CAMPO, Utilities, Fire & Police...etc.).

- Update City Databases: Change roadway name for each Parmer Lane address with a developed lot.
- Install New Highway Signs: Coordinate with TxDOT to pay for and install new street name signs for six intersections (4 signal mounted intersections and two ground mounted).

**Fiscal Impact**

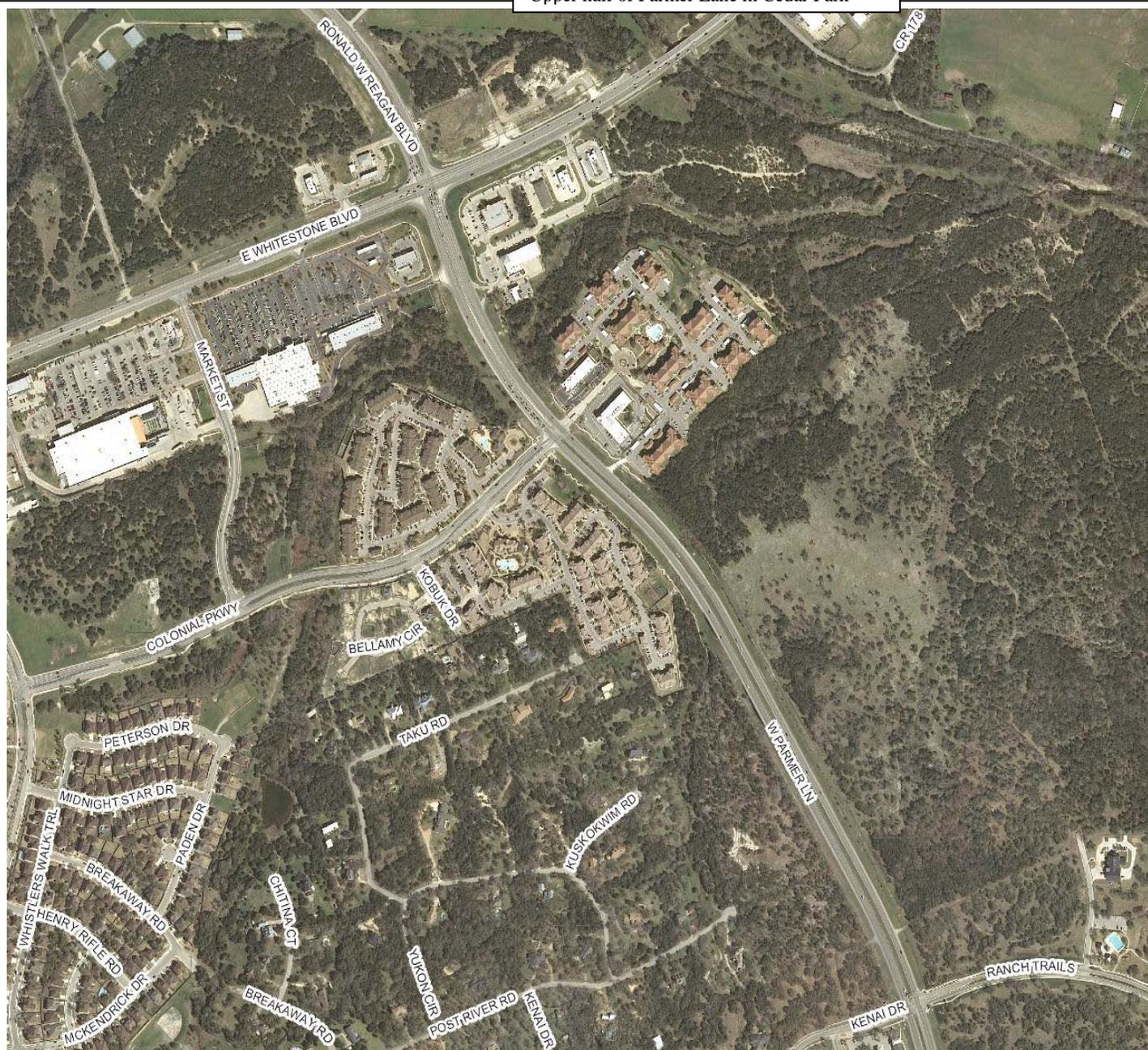
**Budget**

Budget/Expended: None

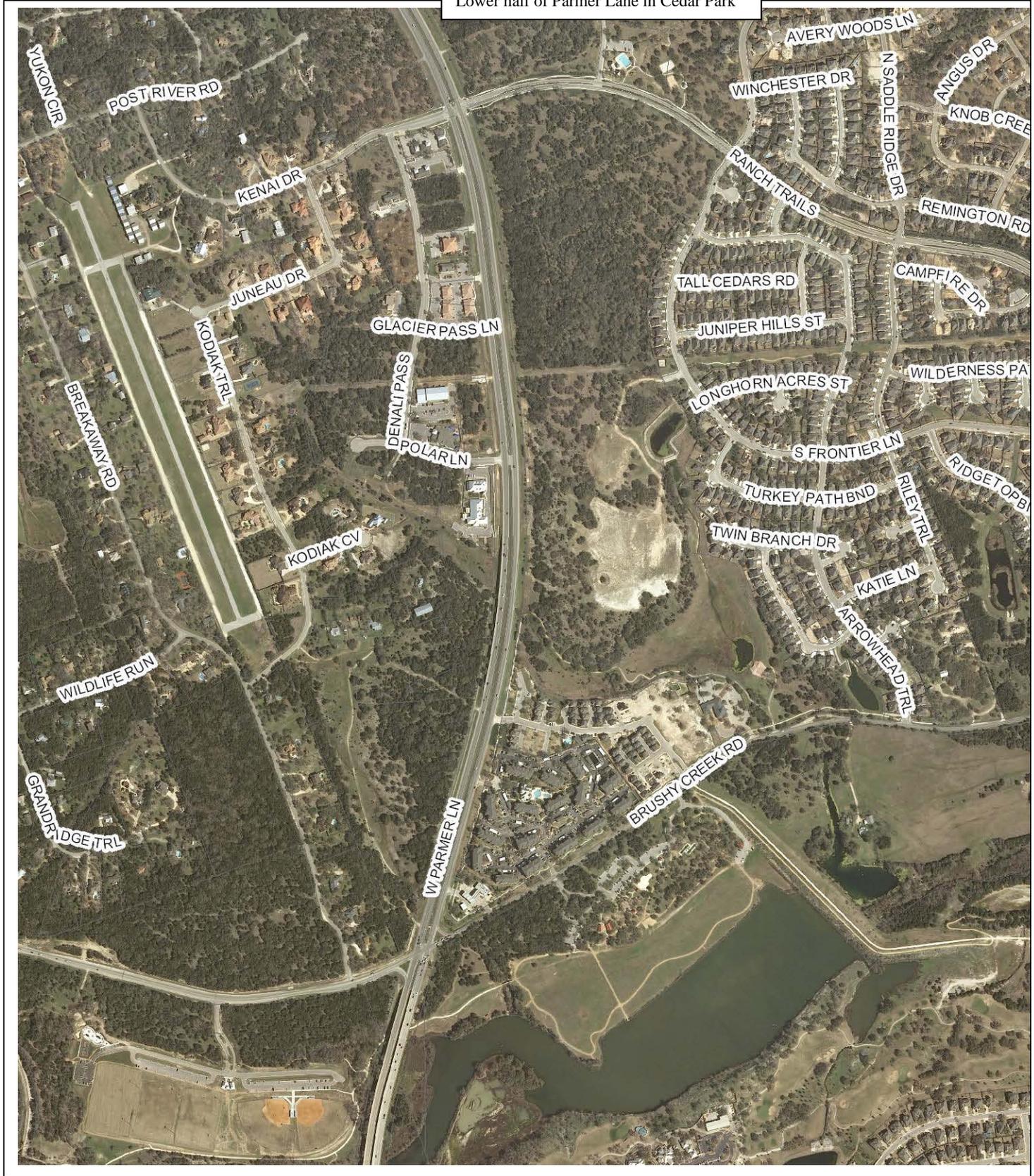
**Associated Information:**

Aerials of Parmer Lane

Upper half of Parmer Lane in Cedar Park



Lower half of Parmer Lane in Cedar Park





## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. A.8  
**City Manager Report: Update On the Sidewalk Gaps Along Bagdad Road.**

### **Commentary:**

During the Citizens Communication item of the January 13, 2011 Council Meeting, a resident of Cedar Park requested that the City consider adding a sidewalk along Bagdad Road to provide a pedestrian pathway to Leander High School. This report addresses the City's recent efforts and progress with regard to installing sidewalks along Bagdad Road.

The Bagdad Road sidewalk gaps were identified by Planning and Engineering staff in early 2010 when developing a City sidewalk gap priority list for 4B funding consideration with initial focus on arterials. Staff developed a sidewalk gap priority list with three categories:

1. City Dependent: Existing development that pre-dated the City's sidewalk requirements without sidewalk, or roadways that cross City controlled waterways.
2. Developer Dependent: Needed sidewalks that are identified to be constructed when adjacent vacant lots are developed,
3. Roadway Improvement: Needed sidewalks which will be constructed with planned roadway improvements.

In development of that list, staff identified the west side of Bagdad Road as having a high need for sidewalk connectivity because of the residential areas with students that access Leander High School from the west side.

Design plans have been completed for the Bagdad Road reconstruction project from RM 1431 to the City limits which include sidewalk design for the areas where gaps exist. Construction of the project, estimated at \$4.7 million, is not funded at this time. The Bagdad Road sidewalks were not chosen for 4B funding due to their inclusion in the plans.

Since the Bagdad Road reconstruction project is not funded for construction, staff prepared a cost estimate of \$201,350 for completing the sidewalk gaps along the west side of Bagdad Road from RM 1431 to Kettering Drive. If the sidewalks are constructed independently, approximately \$36,320 worth of improvements, or 18% of the cost of the project, will need to be removed and reconstructed when the Bagdad Road reconstruction project is initiated due to roadway grading issues.

The existing gaps along Bagdad Road are depicted in red in the following map. Photos of some of the gaps are also included.

**City Manager's Remarks:**

**Budget:**

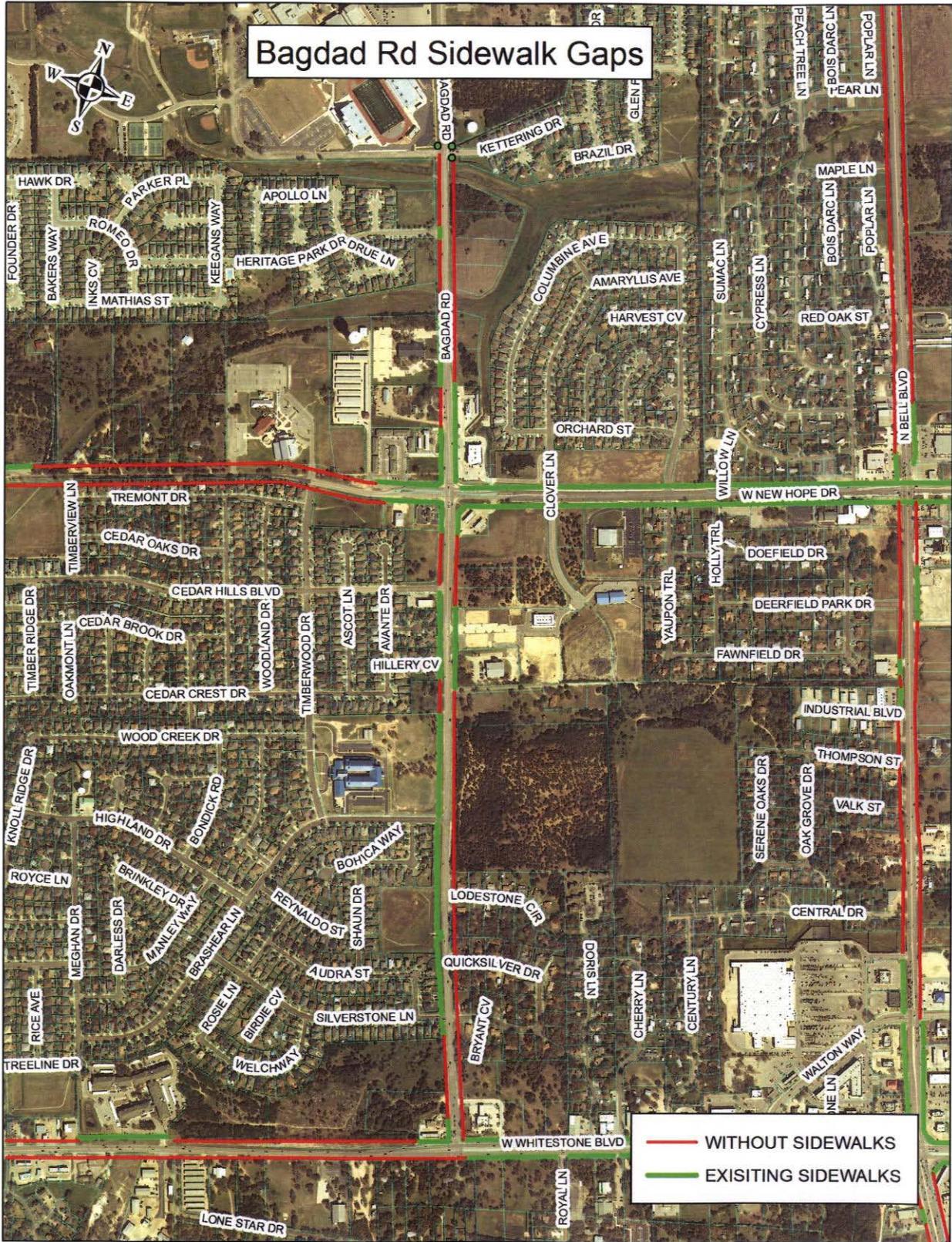
None

**Legal Certifications:**

**Associated Information:**

Map of Bagdad Road highlighting sidewalk gaps.  
Photos of existing sidewalk gaps along Bagdad Road

# Bagdad Rd Sidewalk Gaps



Looking north near RM1431



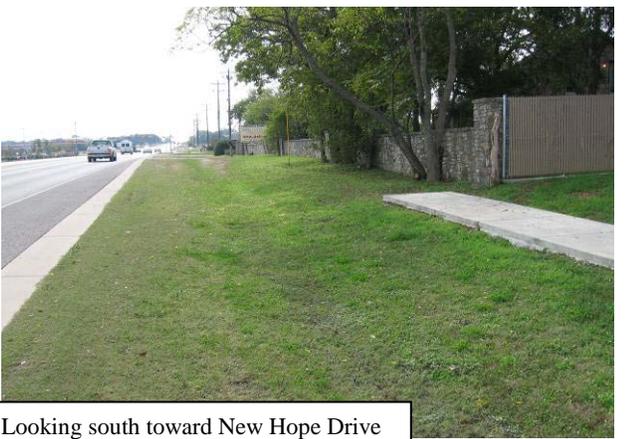
North end of Giddens Elementary



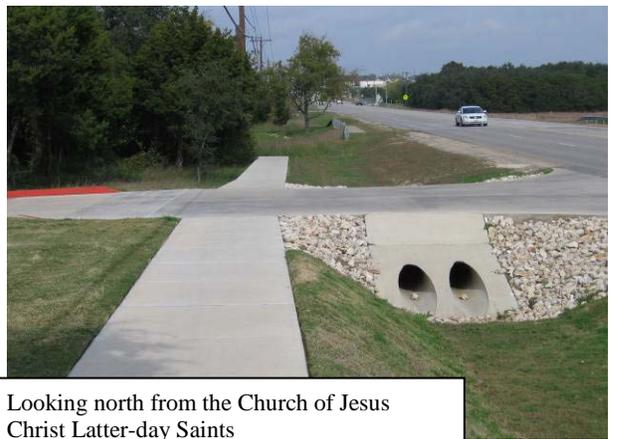
Looking north from Cedar Hills Drive



Looking north from New Hope Drive



Looking south toward New Hope Drive



Looking north from the Church of Jesus Christ Latter-day Saints



Looking north from Heritage Park Lane



Looking north toward Kettering Drive/Leander HS



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. A.9

**City Manager Report: Review Of The Quarterly Investment Report For The Period Of October 1, 2010 To December 31, 2010.**

**Commentary:**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:           Agenda Item No. A.10  
**City Manager Report: Review Of The Process For The Website Redesign Project.**

**Commentary:**

Staff has prepared a Request for Proposal for the redesign of the City Website. Staff will review the timeline and process for selecting a vendor.



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. B.1  
**Approval Of The City Council Minutes From The Meeting Of January 13, 2011.**

**Commentary:**



**CITY OF CEDAR PARK  
REGULAR SCHEDULED CITY COUNCIL MEETING  
CEDAR PARK PUBLIC LIBRARY, 550 DISCOVERY BOULEVARD**

**THURSDAY, JANUARY 13, 2011 AT 6:30 P.M.**

Mayor Bob Lemon  
Matt Powell Councilmember Place One  
Scott Mitchell, Councilmember Place Three  
Lowell Moore, Councilmember Place Four

Mayor Pro Tem Mitch Fuller  
Tony Dale, Councilmember Place Five  
Don Tracy, Councilmember Place Six  
Brenda Eivens, City Manager

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*MINUTES*

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.  
**Mayor Lemon called the meeting to order at 6:31 p.m.**  
**Mayor Pro Tem Fuller arrived at 6:50 p.m.**  
**All Council present.**

A.2 Invocation.  
**Invocation given by Mayor Lemon.**

A.3 Pledges of Allegiance. (U.S. and Texas)  
**Council led the audience in the Pledges of Allegiance.**

A.4 Citizens Communications. (Not For Items Listed On This Agenda. Three Minutes Each. No Deliberations With Council. Council May Respond With Factual Information)  
**Brian Collins, Cedar Park, addressed Council regarding the completion of the trails located in the Town Center.**

**Ken Walsh, Cedar Park, addressed Council regarding the completion of the trails in the Town Center.**

**Jennifer Maw, Cedar Park, addressed Council regarding the completion of sidewalks on Bagdad Road to Leander High School.**

A.5 Mayor and Council Opening Comments.  
**Mayor Lemon commented on the CAMPO meeting and funding for Cedar Park.**

**Councilmember Powell commented on the ponds and trails located in the Town Center and future development of the area. He also commented on his visit with Councilmember Dale to visit with the local delegation at the Capitol.**

**Councilmember Dale commented on a meeting he attended regarding ESD #14, and a meeting with Commissioner Long pertaining to fire protection in non-contracted areas.**

**Councilmember Tracy congratulated Mayor Pro Tem Fuller on his recent appointment by Governor Perry to the Commission on State Emergency Communications. He also congratulated Councilmember Dale on working on the K-2 legislation with Senator Shapiro.**

*Mayor Pro Tem Fuller arrived at 6:50 p.m.*

A.6 City Manager Report: Employee Recognition For Service With The City Of Cedar Park.  
i. Pauline Lam, Library Director - Thirty Years.

**Jose Madrigal, Assistant City Manager, presented Pauline Lam with a plaque in honor of thirty years of service with the City of Cedar Park.**

A.7 City Manager Report: Bed And Breakfast Establishments In Single Family Districts - Rawls Howard.

**Rawls Howard, Development Services/Planning Director, provided Council with a background on bed and breakfast establishments. Currently there are no existing establishments; however, one is currently in development in the City's ETJ. The current zoning ordinance does not allow B&B establishments in single-family residential. The zoning ordinance does allow B&B establishments to be located in transitional commercial, limited retail and general retail zoning categories. Mr. Howard briefly reviewed comparable cities and their zoning requirements.**

**Councilmember Mitchell briefly commented on the recent inquiry for a bed and breakfast establishment. Typically such business is low impact and quiet for the surrounding area.**

**Councilmember Powell commented on the European type of B&B, a possible special permit process and issues with on-street parking.**

**Mayor Lemon stated off-street parking in residential areas would need to be addressed or be a requirement.**

**Mayor Pro Tem Fuller commented on similar establishments in Fredericksburg.**

A.8 City Manager Report: Comparative Review Of Area City Commercial Development Costs. Mark Lewis, Building Inspections, Larry Holt, Economic Development, Amy Link And Emily Barron, Planning.

**Mark Lewis, Building Inspections Director, provided Council with a comparative overview of development costs in area cities. Mr. Lewis provided information on Austin, Georgetown, Hutto, Leander, Pflugerville, Round Rock and Cedar Park.**

*CONSENT AGENDA*

*Pursuant to Council Rule 2.3, the City Council Consent Agenda consists of all matters set forth on Agenda Items B, C, and D.*

**Agenda Item D.1 removed from the Consent Agenda by Mayor Pro Tem Fuller**

***Motion to approve all items on the Consent Agenda consisting of Agenda Items B, C, and D excluding D.1***

**Movant: Councilmember Powell**

**Second: Councilmember Moore**

**Vote: 7:0**

B.1 Approval Of City Council Minutes From The Regular Scheduled Meeting Of December 9, 2010.

**Approved under the Consent Agenda.**

B.2 Receipt Of Minutes From The Cedar Park Historic And Cultural Preservation Commission Meeting Of August 25, 2010.

**Received under the Consent Agenda.**

B.3 Receipt Of Minutes From The Cedar Park Historic And Cultural Preservation Commission Meeting Of September 29, 2010.

**Received under the Consent Agenda.**

C.1 Z-10-009 Second Reading And Approval Of An Ordinance To Assign Original Zoning Of Commercial Services (CS) To Approximately 3.75 Acres Of Land, Located On The West Side Of Toro Grande Just North Of E. Whitestone Boulevard, In Williamson County, Texas. **The Planning And Zoning Commission Voted To Recommend Approval Of Commercial Services (CS) For This Tract.**

**Approved under the Consent Agenda.**

**Ordinance Number Z12-11-01-13-C1**

C.2 Z-10-014 Second Reading And Approval Of An Ordinance To Rezone Approximately 3.568 Acres Of Land From General Retail (GR) To Open Space Greenbelt (OSG), Owned By NEC Hwy 183/Walton Way, Located On The East Side Of US Highway 183 Just North Of Walton Way, In Williamson County, Texas. **The Planning And Zoning**

**Commission Voted To Recommend Approval Of Open Space Greenbelt (OSG) For This Tract.**

**Approved under the Consent Agenda.  
Ordinance Number Z14-11-01-13-C2**

- C.3 Z-10-015 Second Reading To Affirm The Planning And Zoning Commission Recommendation To DENY A Request By Pedro Amaya To Rezone Approximately 1.37 Acres Of Land From Single Family (SF) To Manufactured Home (MH), Located At The Southwest Corner Of East Park Street and South Mustang Avenue, In Williamson County, Texas.

**Approved under the Consent Agenda.**

*Affirmation of the Planning & Zoning Commission's recommendation to deny the zoning request approved. Zoning denied.*

- D.1 A Resolution Authorizing And Directing The City Manager To Execute A Professional Services Agreement With SEC Planning, LLC For The Design Of Gateway and Entryway Signs In The Amount of \$26,500.

**Removed from the Consent Agenda by Mayor Pro Tem Fuller.**

**Mayor Pro Tem Fuller inquired about the budget for the project.**

*Motion to approve the Resolution authorizing and directing the City Manager to execute a Professional Services Agreement with SEC Planning, LLC for the design of Gateway and Entryway Signs in the amount of \$26,500.*

**Movant: Mayor Pro Tem Fuller  
Second: Councilmember Mitchell  
Vote: 7:0**

**Resolution Number R53-11-01-13-D1**

- D.2 A Resolution Authorizing The Purchase Of A Playscape For Milburn Park From The Playwell Group In The Amount Of \$145,582.50.

**Approved under the Consent Agenda.**

**Resolution Number R54-11-01-13-D2**

- D.3 A Resolution Authorizing The Purchase Of New and Replacement Civilian Vehicles And Equipment Approved In The FY11 Budget, The Sale Of Existing Civilian Vehicles And Equipment, And Authorize Gaston Sheehan Auctioneers To Represent The City In The Sale Of Retired Civilian Vehicles And Equipment.

**Approved under the Consent Agenda.**

**Resolution Number R55-11-01-13-D3**

D.4 A Resolution Authorizing And Directing The City Manager To Execute A Possession And Use Agreement Between William Wilson Jr, Lou Loving And The City Of Cedar Park Under The Brushy Creek Road (Parmer Lane To Arrowhead Trail) Reconstruction Project.

**Approved under the Consent Agenda.**

**Resolution Number R56-11-01-13-D4**

D.5 A Resolution Authorizing And Directing The City Manager To Execute An Additional Services Agreement With Lockwood, Andrews, And Newnam, Inc. Under The Brushy Creek Road (Parmer Lane To Arrowhead Trail) Reconstruction Project In The Amount Of \$28,145.

**Approved under the Consent Agenda.**

**Resolution Number R57-11-01-13-D5**

D.6 A Resolution Authorizing And Directing The City Manager To Execute A License Agreement With Capital Metro For City Installation And Maintenance Of A New 12-inch Water Line And Roadway Improvements Within Capital Metro Right-Of-Way.

**Approved under the Consent Agenda.**

**Resolution Number R58-11-01-13-D6**

*PUBLIC HEARINGS*

E.1 First Reading And Public Hearing: No Items For Consideration.

**REGULAR AGENDA (NON-CONSENT)**

F.0 Discussion And Possible Action:

F.1 Update On The Veterans Memorial Project: Fundraising Totals To Date And Recommended Next Steps For The Memorial Project.

**Agenda F.1 called after Agenda Item F.4**

**Katherine Woerner, Utility Program Manager, addressed Council regarding the Veterans Memorial Project. Mr. Don Schliesser and Lisa Morris, Veteran Memorial Citizen Advisory Group, were also present to provide Council with an update on the fundraising efforts, current balances, and future funds to be committed. Currently the fundraising shortfall is \$18,643. Ms. Woerner stated that in order to meet the unveiling deadline for Veterans Day 2011 Council will need to consider the following options: (1) use the City's Fund Balance to close the gap, (2) amend the Grand Opening date, or (3) amend the design of the monument to fit within the current funds available.**

**General discussion followed regarding Council's support to use General Funds to fund the difference to complete the Memorial.**

- F.2 Consideration To Approve A Resolution Adopting The Cedar Park Fire Department 2011-2013 Strategic Plan.

**Chief Chris Connealy, Fire Department, addressed the Council regarding the adoption of the Cedar Park Fire Department Strategic Plan for 2011-2013.**

**General discussion followed regarding the commitment and dedication of the Public Safety Departments in Cedar Park.**

*Motion to approve the Resolution adopting the Cedar Park Fire Department 2011-2013 Strategic Plan.*

**Movant: Councilmember Powell**

**Second: Mayor Pro Tem Fuller**

**Resolution Number R59-11-01-13-F2**

- F.3 Update On Communications Plan Related To Timeline For Modification Of Service To Non-Contract Areas Of The City's Extra Territorial Jurisdiction. (ETJ)

**Jennie Huerta, Communications Manager, addressed Council on the communication plan to notify homeowners of the timeline for modifications to the current process of providing fire protection services in the non-contracted areas in the City's ETJ.**

**General discussion followed regarding possible signage in the area to notify homeowners, homeowners' consideration to develop ESD's in the non-contract areas, and the City providing information pursuant to State statutes.**

- F.4 Consideration Of Appointment To Place Six On The Tourism Advisory Board With A Term To Expire July 31, 2012.

**Agenda Item F.4 called after the Consent Agenda.**

**Councilmember Tracy stated he had met with applicant Elijah May regarding his interest in serving on the Tourism Advisory Board. Councilmember Tracy reviewed Mr. May's background and experience relevant to tourism, communication marketing and public relations. H**

*Motion to appoint Elijah May to Place Six on the Tourism Advisory Board.*

**Movant: Councilmember Tracy**

**Second: Councilmember Moore**

**Vote: 7:0**

*EXECUTIVE SESSION*

*In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A.) (Open Meetings Law), "The City Council may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections":*

**Council convened into Executive Session at 8:39 p.m.**

G.0 Executive Session:

G.1 Section 551.071 (1)(A) And (2) Consultation With City Attorney Concerning Legal Matters Covered By The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas.

a. Legal Issues Concerning The Cedar Park Tax Increment Reinvestment Zone #1 Development Agreement.

b. Legal Issues Concerning The Terms And Conditions Of The Proposed Pass-Through Toll Financing Agreement With The Texas Department Of Transportation.

c. Legal Issues Concerning The Water Meter Department.

The Council Reconvenes into General Session.

*OPEN MEETING*

*Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session.*

H.0 Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session

**Council reconvened from Executive Session into Open Meeting at 9:26 p.m.**

**No action taken on any item discussed in Executive Session.**

H.1 Mayor And Council Closing Comments.

**Councilmember Powell asked for the following agenda items: reappointment to the TIRZ board, appointment to the Civil Service Commission, renaming Parmer Lane to Ronald Reagan within the City limits. He also asked if all applications for 4A could be forwarded to him.**

**Councilmember Dale commented on his recent K-2 article in the magazine published by the Texas Municipal League.**

H.2 Adjournment.

**Mayor Lemon adjourned the meeting at 9:30 p.m.**

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF FEBRUARY, 2011.**

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**Robert S. Lemon, Mayor**

**ATTEST:**

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**LeAnn M. Quinn, TRMC  
City Secretary**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:           Agenda Item No. B.2  
**Receipt Of Minutes From The Economic Development Sales Tax Corporation  
("4A") Meeting Held On October 18, 2010.**

**Commentary:**



**MINUTES**  
**REGULAR MEETING**  
**ECONOMIC DEVELOPMENT SALES TAX CORPORATION (4A)**  
**MONDAY, OCTOBER 18<sup>th</sup>, 2010, AT 6:30 PM**  
*City Council Chambers, Cedar Park Public Library, 550 Discovery Blvd.*

BOARD MEMBERS

Don Olson, President	Vacant, Place 2
Kelly Brent, Vice President	Matt Schaefer, Place 4
Steve Foster, Place 1	

- 1) **Call to Order**  
The meeting was called to order at 6:30 PM
- 2) **Roll Call**  
Present: Kelly Brent, Matt Schaefer and Steve Foster  
Absent: Don Olson
- 3) **Citizens Communication**  
None
- 4) **Board Opening Comments**  
Schaefer welcomed J.P. LeCompte, Assistant City Attorney, to the meeting.  
Foster also welcomed LeCompte to the meeting.
- 5) **Consent Agenda**
  - a. **Approval of Minutes from August 16<sup>th</sup>, 2010, Regular Board Meeting**  
A motion to approve the minutes as presented was made by Matt Schaefer, seconded by Steve Foster and passed unanimously
- 6) **Reports**
  - a. **Finance Report – Aaron Rector/Josh Selleck – Provide Quarterly Summary of 4A Revenues, Expenditures and Fund Balance.**  
Brewer reviewed the revenues, expenditures and fund balance figures for the end of the month. He noted that Aaron Rector will be at the November Board meeting to present the quarterly report.
  - b. **Update on Current Projects and Recent Activities – Phil Brewer**
    - 1.) **Status of Adoption of Freeport Exemption By Leander Independent School District.**  
All of the executed agreements have been delivered to LISD officials as of last week. We missed the deadline to get the item on this weeks agenda for

consideration but we anticipate it will be placed on the agenda for the November 4<sup>th</sup> Board of Trustees meeting.

**2.) Report on Austin Chamber Inter City Trip.**

Each year the Austin Chamber coordinates a trip for @ 100 area leaders to a city to discuss best practices. This year's trip was to Minneapolis/St. Paul on September 26<sup>th</sup>-28<sup>th</sup>. Representing Cedar Park were Mayor Pro Tem Mitch Fuller and Councilman Lowell Moore as well as Brenda Eivens, City Manager and myself. Councilman Matt Powell also participated on the trip representing Concordia University. The meetings focused on regionalism, healthcare and mobility. Networking opportunities were invaluable.

**3.) Participation at the Clean Energy Venture Summit.**

Larry attended the Clean Energy Summit which took place in Austin on September 20-30. Cedar Park was a Silver Sponsor of the event again this year. Several thousand people attended the event this year which focuses on clean energy innovations and technology.

**4.) Attendance at Texas Economic Development Council Annual Conference and Basic Economic Development Course.**

Brewer reported that he and Larry both attended the TEDC annual conference in Houston held on October 6-8<sup>th</sup>. Brewer participated in a training module for BEDC on the different types of economic development structures from public to public/private partnerships.

**5.) Report on Austin Chamber's Showcase Austin.**

The Austin Chamber hosts site selectors from around the country the week of ACL, October 7-9. It is an opportunity for us to educate site selectors who have never been here on the benefits of doing business in the Greater Austin area. Larry represented Cedar Park at the dinner Thursday night, Brewer attended the breakfast Friday morning and Larry attended the Saturday morning breakfast wrap-up meeting.

**c. Upcoming Events – Phil Brewer**

**1.) CTCAR (Central Texas Commercial Association of Realtors) Cedar Park Bus Tour on November 3<sup>rd</sup>.**

Brewer reported that approximately 100-150 commercial real estate brokers participate on the tour which is designed to familiarize brokers with sites and buildings that are on the market in Cedar Park. The tour will end up at the Cedar Park Center for a luncheon and presentation on Cedar Park.

**2.) Doing Business in Cedar Park on November 12<sup>th</sup>**

Larry has been working with the Cedar Park Chamber to coordinate a "Doing Business with the City" seminar on Friday, November 12<sup>th</sup> at the City's Rec Center in Town Center from 8:30 to 12:00 noon. In addition to City representatives there will also be representatives from the Cedar Park Center and Concordia University to talk about opportunities and how to do business with them.

**7) Discussion and Possible Action**

No items to consider.

**8) Board Closing Comments**

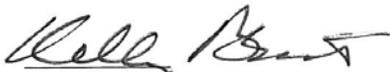
Matt Schaefer and Steve Foster both wishes the Texas Stars good luck in this season.

Kelly Brent thanked Brewer for his work in bringing the Freeport exemption to the Leander ISD for consideration.

9) **Adjournment**

The meeting adjourned at 6:50 PM.

**APPROVED THIS 24th DAY OF JANUARY 2011.**



**Kelly Brent**  
Vice President

**ATTEST:**



**Phil Brewer**  
Director, Economic Development



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. C.1

**Second Reading And Approval Of An Ordinance Amending Article 17.03 Speed Limits, Sec. 17.03.004 Of The Code Of Ordinances Of The City Of Cedar Park, Texas, To Establish A Prima Facie Speed Limit For Gupton Way In The City Limits Of The City Of Cedar Park.**

### **Commentary:**

The purpose of this amendment is to establish the prima facie speed limits for Gupton Way, a new two lane divided roadway with a two way left turn lane, sidewalks and street lighting. Gupton Way, which functions as a Primary Collector, has been constructed with a design speed of 40 mph between Brushy Creek Road and E. Park Street, west of Vista Ridge Boulevard. It was designed and constructed by the Leander Independent School District to collect and route stadium traffic to the adjacent arterials.

Section 545.352 of Texas Traffic Laws establishes prima facie speed limits of 30 mph in urban areas and 60 mph in rural areas on highways that are not numbered by the state. Section 545.356 of the Texas Traffic Laws allows Cities to modify the prima facie speed limit of a roadway by City Ordinance based on results of an engineering and traffic investigation.

The City of Cedar Park uses the Texas Department of Transportation 2006 Procedures for Establishing Speed Zones (Procedures) manual when establishing speed limits. For new or reconstructed roadways, the Procedures manual requires speed checks to be performed soon after the roadway is complete and open to the public to determine the appropriate speed to establish. The Procedures also allow posting of the roadway's design speed as an interim measure until a speed check is performed. Gupton Way has a design speed of 40 mph and has been posted at 40 mph as an interim speed limit.

A speed check has been conducted for two sections of Gupton Way. The speed data collected for both locations has been separated by direction of travel, providing four speed data sources of the 85<sup>th</sup> percentile speed. The averaged daytime, non-peak hour 85<sup>th</sup> percentile speed of Gupton Way is 43.1 miles per hour. According to the Procedures, the final speed limit may be lowered or raised by as much as 5 miles per hour from the 85<sup>th</sup> percentile speed identified in the speed check and based on the professional judgment of the supervising engineer.

The first reading and public hearing was held during the January 27, 2011 City Council meeting with no comments received from the public. There were comments from Council indicating a preference for a 45 mph speed limit.

A common practice is to round the 85<sup>th</sup> percentile speed limit to the nearest 5 mph increment. Since the averaged daytime, non-peak 85<sup>th</sup> percentile speed is 43.1, a speed limit of 45 miles per hour is appropriate. Therefore staff supports establishing a speed limit of 45 miles per hour on Gupton Way.

**Fiscal Impact**

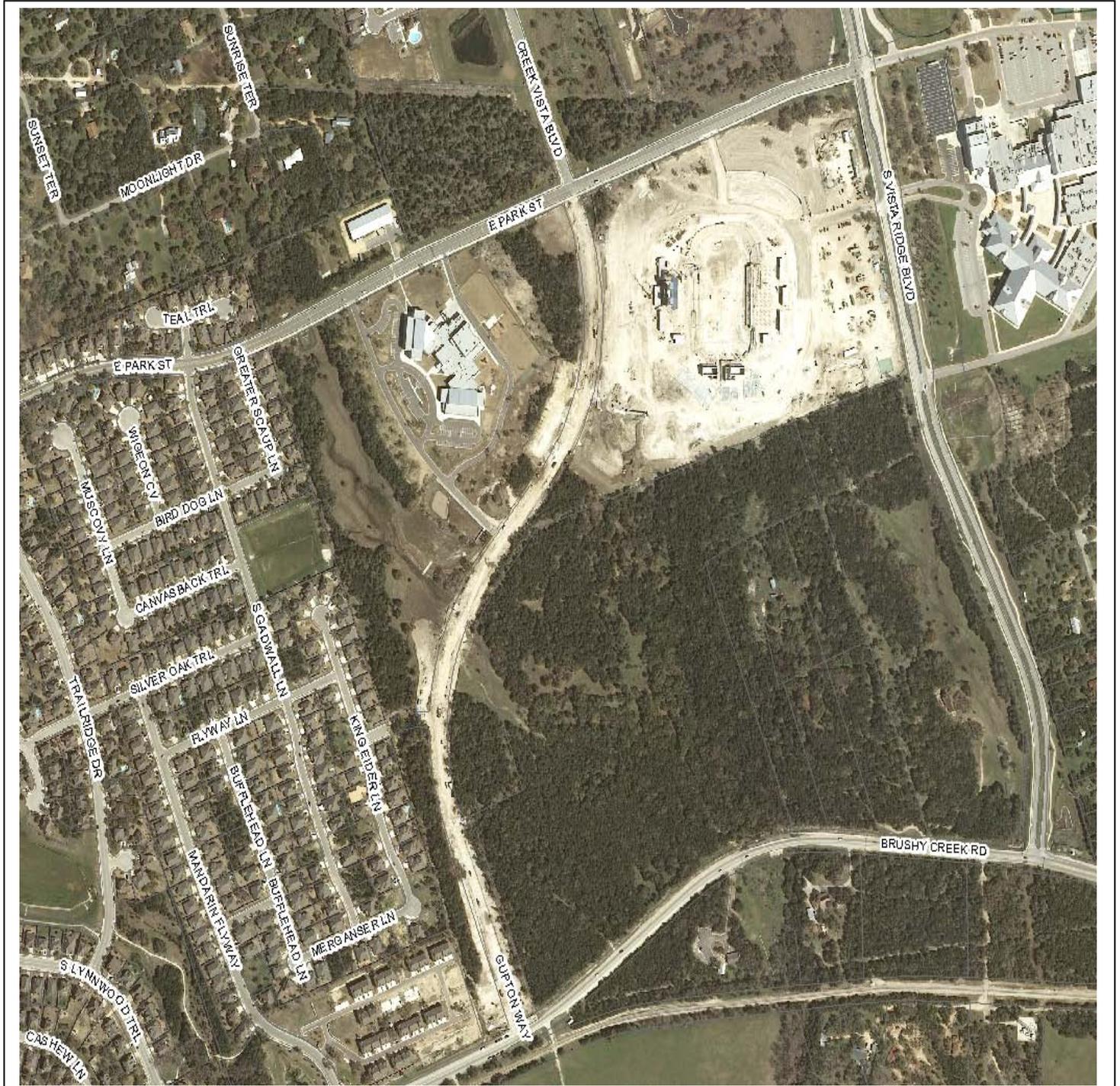
Account No.: None

**Budget**

Budget/Expended: N/A

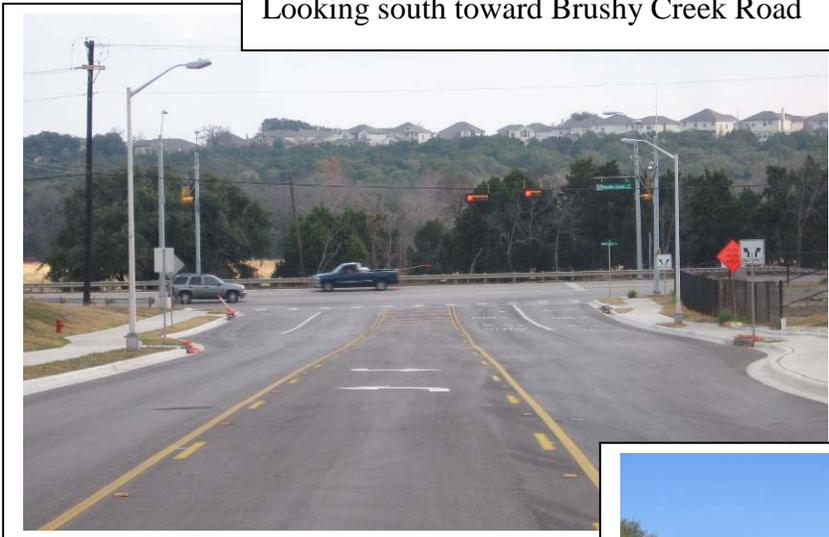
**Associated Information:**

Aerial and Photos of Gupton Way



Newly constructed Gupton Way running mostly north and south between Brushy Creek Road and East Park Street, east of Vista Ridge Boulevard.

Looking south toward Brushy Creek Road



Looking north near the Reagan Elementary driveway



Looking north at the Gupton Stadium driveway



Looking north at the intersection with E. Park Street

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AMENDING ARTICLE 17.03 SPEED LIMITS, SEC. 17.03.004 OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR PARK, TEXAS, TO ESTABLISH A PRIMA FACIE SPEED LIMIT ON GUPTON WAY IN THE CITY LIMITS OF THE CITY OF CEDAR PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1: That Chapter 17, Traffic & Vehicles, of the Code of Ordinances of the City of Cedar Park, Texas, is hereby amended by revising Sec. 17.03.004(10) as follows:

(10) Gupton Way. It is hereby determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of Gupton Way routed in the city limits of the city, is as hereinafter stated, which prima facie maximum speed limit shall be effective at all times except as specifically limited herein and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit:

(A) Between Brushy Creek Road and E. Park Street, a distance of approximately 0.70 miles, the prima facie maximum speed limit shall be 45 miles per hour.

(B) Between the north school zone sign and the south school zone sign, the prima facie maximum speed limit Monday through Friday during the effective hours as posted shall be 25 miles per hour and at all other times shall be 45 miles per hour.

SECTION 2: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Cedar Park, in adopting this ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion or provision.

SECTION 3: That all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 4: This ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

READ, CONSIDERED, PASSED and APPROVED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 27<sup>th</sup> day of January, 2011, at which a quorum

was present, and for which due notice was given pursuant to Section 551.001, et seq., of the Government Code.

READ, CONSIDERED, PASSED and APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the 10<sup>th</sup> day of February, 2011, at which a quorum was present, and for which due notice was given pursuant to Section 551.001, et seq., of the Government Code.

CITY OF CEDAR PARK, TEXAS

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Robert S. Lemon, Mayor

ATTEST:

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LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM AND CONTENT:

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Charles W. Rowland, City Attorney



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. D.1

### **A Resolution Authorizing And Directing The City Manager To Execute An Engineering Services Agreement With Kimley-Horn And Associates For The Design Of The Internally Lighted Street Name Sign Project.**

#### **Commentary:**

The 4B Development Corporation recently approved a \$350,000 budget to complete design and installation for Phase II of the Internally Lighted Street Name (ILSN) signs for the remaining traffic signals within the City that do not yet have ILSN signs. This ILSN project consists of sixteen (16) intersections along TxDOT highways within the city limits of Cedar Park. The intersections that are included with this project are:

- RM 1431 – Anderson Mill Road
- RM 1431 – Lakeline Boulevard
- RM 1431 – Bagdad Road
- RM 1431 – Walton Way
- RM 1431 – US183
- RM 1431 – Discovery Boulevard
- RM 1431 – 183A (To modify ILSN sign housing to add City Logo)
- RM 1431 – Arrowpoint Drive (future TxDOT funded signal w/o ILSN signs)
- RM 1431 – Parmer Lane
- RM 1431 – Toro Grande
- US 183 – New Hope Drive
- US 183 – Walton Way
- US 183 – Little Elm Trial
- US 183 – Avery Ranch Boulevard
- Parmer Lane – Ranch Trails/Kenai Drive
- Parmer Lane – Colonial Parkway

Kimley-Horn and Associates has been selected to design Phase II of this project due to their unique familiarity with the project and based on the quality of services they provided on Phase I of the ILSN sign project. This engineering firm has successfully worked with the City on several other traffic signal projects and is intimately familiar with the City's traffic signal system and equipment that is used. Kimley-Horn and Associates proposes to design these ILSN signs for an amount of \$45,400 which includes a budget for Construction Phase Services. Staff recommends

authorizing and directing the City Manager to execute an Engineering Services Agreement with Kimley-Horn and Associates.

**City Manager's Remarks:**

**Fiscal Impact:**

**4B Community Development – Community Identification**

**Budget:**

**Budget/Expended: \$350,000/None**

**Legal Certifications:**

**Associated Information:**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE DESIGN OF THE INTERNALLY LIGHTED STREET NAME SIGN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the 4B Community Development Corporation approved funding for design and construction of an Internally Lighted Street Name Sign Project on November 9, 2010; and

WHEREAS, the City Council approved the 4B Community Development Corporation funding of an Internally Lighted Street Name Sign Project on December 9, 2010; and

WHEREAS, design of this project shall consist of Internally Lighted Street Name Signs at sixteen (16) intersections along TxDOT highways within Cedar Park City limits; and

WHEREAS, this project is for all remaining signalized intersection in the City of Cedar Park which have not been approved for Internally Lighted Street Name signs to be installed with another roadway project; and

WHEREAS, Kimley-Horn and Associates has successfully designed Phase I of the Internally Lighted Street Name Sign Project and has demonstrated extensive experience with the design of similar projects; and

WHEREAS, the City desires to execute an Engineering Services Agreement with Kimley-Horn and Associates for the Phase II design of the Internally Lighted Street Name signs for sixteen (16) intersections.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Manager is hereby authorized and directed to execute an Engineering Services Agreement with Kimley-Horn and Associates for the Design and Construction Phase Services of Phase II of the Internally Lighted Street Name Sign Project.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10th day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. D.2

**A Resolution Authorizing The Execution Of A Cooperative Purchasing Agreement Between The City Of Cedar Park And The City Of Fort Worth Related To Participation In A Consortium Based Purchasing Card Program Administered By JP Morgan Chase Which Was Competitively Bid By The City Of Fort Worth.**

### **Commentary:**

The City of Cedar Park has used the JP Morgan Chase Master Card as the designated purchasing card for the past three years. This option was made available to the City through State of Texas contract. However, the State has recently awarded CitiBank the new contract for purchasing cards, and as a result, the current JP Morgan Chase program has been discontinued. However, a similar program has been established through a contract which was bid by the City of Fort Worth. The Fort Worth program uses a consortium of Texas cities to accumulate a gross annual purchasing amount necessary for JP Morgan to continue offer rebates to member cities at competitive rates.

The City of Cedar Park has significant resources invested in the set up and training of the JP Morgan Chase purchasing card and changing the card system would require all new training and setup of the new system. Also, the contract negotiated by the City of Fort Worth offers a larger percentage rebate than the State's CitiBank contract. As a result, the Fort Worth agreement with JP Morgan Chase will be more efficient and cost effective for the City than the State's CitiBank contract.

The Director of Finance recommends entering into a Cooperative Purchasing Agreement with the City of Fort Worth in order to utilize the JP Morgan Chase procurement card system. The agreement is attached.

### **Fiscal Impact**

Account No.:

### **Budget**

Budget/Expended:

### **Associated Information:**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF CEDAR PARK AND THE CITY OF FORT WORTH; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

SECTION 1. That the City Manager is hereby authorized and directed to enter into a Cooperative Purchasing Agreement with the City of Fort Worth.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10th day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

**FORT WORTH CITY SECRETARY**  
**CONTRACT NO. \_\_\_\_\_**

**COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between the City of Cedar Park (“Cedar Park”) and the City of Fort Worth, Texas (“Fort Worth”).

**WHEREAS**, both Cedar Park and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

**WHEREAS**, Cedar Park and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

**NOW, THEREFORE**, for and in consideration of the mutual obligations and benefits contained herein, Cedar Park and Fort Worth agree as follows:

**SECTION 1.** The purpose of this Agreement is to provide Cedar Park and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

**SECTION 2.** The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the “Designated Representative”).

**SECTION 3.** At the request of the other party, a party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

**SECTION 4.** Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

**SECTION 5.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**SECTION 6.** This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

**SECTION 7.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**SECTION 8.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Williamson County, Texas or the United States District Court for the Central District of Texas – Austin Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**SECTION 9.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**SECTION 10.** Execution of this Agreement does not obligate Cedar Park or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

**SECTION 11.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 12.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

**SECTION 13.** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF FORT WORTH**  
**1000 Throckmorton Street**  
**Fort Worth, Texas 76102**

**CITY OF CEDAR PARK**  
**600 N. Bell Boulevard**  
**Cedar Park, Texas 78613**

By: \_\_\_\_\_  
Karen L. Montgomery

By: \_\_\_\_\_  
Brenda Eivens

Title: Assistant City Manager

Title: City Manager

**APPROVED AS TO  
FORM AND LEGALITY:**

\_\_\_\_\_  
Denis McElroy  
Assistant City Attorney

\_\_\_\_\_  
Charles Rowland  
City Attorney

\_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
Marty Hendrix, City Secretary

\_\_\_\_\_  
LeAnn M. Quinn, City Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## CITY COUNCIL AGENDA

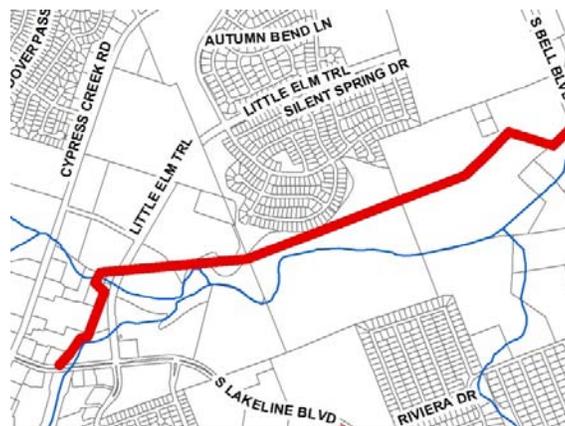
Date:2-10-2011

Subject: Agenda Item No. D.3

### **A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With Freese And Nichols, Inc. For The Engineering Design Of Buttercup Wastewater Interceptor Replacement.**

#### **Commentary:**

This is a Utility CIP Project for the replacement of the Buttercup Wastewater Interceptor. This is the line that experienced a partial failure during the Tropical Storm Hermine in September 2010. The project consists of approximately 8,900 feet of 24" and 30" wastewater collection line and manholes.



**Figure 1: Approximate project area.**

Anticipating a start of construction for this project during Fiscal Year 2012, staff advertised a Request for Qualifications for the design of Buttercup Wastewater Interceptor Replacement on January 3, 2011. The City received nineteen (19) Statements of Qualifications (SOQ) from prospective consultants. A committee of three staff members evaluated these Statements of Qualifications using a numerical grading criteria matrix that rates each firm's qualifications in key areas such as "Qualifications and Availability", "Proposed Staff", "Project Experience", and "Project Approach." After reviewing the Statements of Qualifications, staff is recommending Freese and Nichols, Inc. be chosen to design this project. Their scope of work will include the development of construction plans, specifications, estimates, bid services and construction management.

Freese and Nichols' Statement of Qualifications demonstrated the high level of qualifications and experience required to design this project. Freese and Nichols is a full-service, Texas-based firm that has specialized in municipal engineering since 1894. Their Austin office is based in north Austin, which makes them easily accessible to City staff. A portion of the proposed wastewater collection line is located within the spillway of the Upper Brushy Creek Water Control and Improvement District's (UBCWCID) Soil Conservation Pond, which will require coordination between the City and UBCWCID. Freese and Nichols has worked with the UBCWCID since 1999 and has served as the District Engineer for the past seven years; Freese and Nichols' experience and familiarity with UBCWCID makes them uniquely qualified for this project in Cedar Park.

### **City Manager's Remarks**

#### **Fiscal Impact**

Account No.:

#### **Budget**

Budget/Expended:

The actual design fee will be negotiated.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE DESIGN OF BUTTERCUP WASTEWATER INTERCEPTOR REPLACEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, this FY2011 Utility CIP project consists of the engineering design of Buttercup Wastewater Interceptor Replacement; and

WHEREAS, the purpose of this project is to replace the existing wastewater line and develop a route analysis for the new wastewater interceptor; and

WHEREAS, Freese and Nichols has extensive experience with the design of similar projects; and

WHEREAS, the City desires to negotiate a Professional Services Agreement with Freese and Nichols, Inc. for the engineering design of the Buttercup Wastewater Interceptor Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Council of Cedar Park hereby authorizes and directs the City Manager to negotiate and execute a Professional Services Agreement with Freese and Nichols, Inc. for the design of the Buttercup Wastewater Interceptor Replacements. In accordance with Texas Government Code 2254 for Professional and Consulting Services, the City will attempt to negotiate with Freese and Nichols a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with Freese and Nichols, the City shall formally end negotiations and the City Manager shall be authorized to negotiate and execute a contract with the next most qualified firm according to the evaluation matrix.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

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Robert S. Lemon, Mayor

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LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

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Charles W. Rowland, City Attorney

# Buttercup WW Interceptor Statement of Qualifications Evaluation Criteria



Criteria	Maximum Score
The maximum score for sub-group(s) is the bold number The maximum criteria score is the non-bolded number	<b>100.0</b>
<b>1. Qualifications and Availability:</b>	<b>10.0</b>
General information provided? Contacts, office location, numbers/emails	2.0
Did firm provide how they will communicate with the City? Who will be primary contact?	2.0
Is the firm/team available and did they show a level of commitment to the project?	2.0
Did they provide a narrative illustrating their expertise and any unique qualifications?	4.0
<b>2. Proposed Staff:</b>	<b>30.0</b>
Did they provide an Organizational Chart for personnel that will be working on this project?	2.0
Did they provide the names and roles of the key personnel that will be working on this project?	2.0
Is staff engineer or project manager located locally?	2.0
Did they provide resumes for key personnel and indicate any that have experience on similar projects?	4.0
Does the primary design engineer have great depth of experience on similar projects of type, scope and complexity?	5.0
Did they provide staffing size by area of expertise?	1.0
Did they provide the current workload of the prime firm?	1.0
Did they provide staff availability to perform services?	1.0
Does the Project Manager have experience with similar size projects.	4.0
Do the sub consultants have experience with similar size projects.	3.0
Does the staff/subconsultant have experience with easement acquisition similar projects of similar scope, size, and complexity?	5.0

<b>3. Project Experience:</b>	<b>30.0</b>	
Did the firm/team provide an overview and brief history of themselves and their sub-consultants?	2.0	
Did the firm/team provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?	7.0	
Does the proposed Project Manager have recent, within the last five (5) years, of experience providing these types of services?	9.0	
Are the projects presented equal or greater in complexity when compared with the proposed projects listed in scope and types of deliverables required?	9.0	
Are there previous project final costs listed?	1.0	
Are there Clients Listed?	1.0	
Is there a history provided of meeting project schedules	1.0	
<b>4. Project Approach</b>	<b>30.0</b>	
Did the consultants provide an explanation of how the project will be designed?	19.0	
Did the consultants provide knowledge of key areas of concern particular to the project? Construction of ww line at great depth. Pipe material selection based on depth and other factors. Alternative method for construction for depth or due to lake. Knowledge of depth of BCRUA large diameter waterline and impact providing service both sides. Other unique aspects.	10.0	
Was a project Schedule provided?	1.0	

**Buttercup WW Interceptor  
Statement of Qualifications  
Evaluation Criteria Summary**

<b>Firm</b>	<b>1. Qualification and Availability (10 pts)</b>	<b>2. Proposed Staff (30 pts)</b>	<b>3. Project Experience (30 pts)</b>	<b>4. Project Approach (30 pts)</b>	<b>Overall Score</b>	<b>Rank</b>
Freese and Nichols, Inc.	10.0	28.5	28.8	28.0	<b>95.3</b>	1
Jacobs	9.8	28.5	28.3	26.5	<b>93.2</b>	2
K Friese & Associates, Inc.	9.8	27.7	27.8	26.7	<b>92.0</b>	3
Lockwood, Andrews & Newnam, Inc.	10.0	28.7	28.5	24.5	<b>91.7</b>	4
HDR	9.8	27.8	28.5	24.8	<b>91.0</b>	5
CDM	10.0	27.2	28.5	25.2	<b>90.8</b>	6
Bury+Partners, Inc.	10.0	27.7	26.5	26.3	<b>90.5</b>	7
Kimley-Horn and Associates, Inc.	10.0	25.7	27.0	27.0	<b>89.7</b>	8
Vickrey & Associates, Inc.	9.8	27.5	27.8	24.0	<b>89.2</b>	9
Davis Engineering, Inc.	9.8	27.2	26.8	24.8	<b>88.7</b>	10
Allen Engineering Group, Inc.	9.8	27.0	26.8	24.3	<b>88.0</b>	11
CP&Y, Inc.	9.5	27.5	26.5	24.2	<b>87.7</b>	12
URS Corporation	10.0	25.7	26.7	25.0	<b>87.3</b>	13
Jones & Carter, Inc.	10.0	26.5	27.0	23.7	<b>87.2</b>	14
Cobb, Fendley & Associates, Inc.	9.7	26.2	26.2	25.0	<b>87.0</b>	15
AECOM	10.0	24.8	26.5	25.0	<b>86.3</b>	16
Kennedy Jenks	9.8	25.2	24.8	26.2	<b>86.0</b>	17
Klotz Associates Inc.	9.8	26.0	25.2	24.7	<b>85.7</b>	18
Heil, Lee & Associates, Inc.	9.5	24.5	25.0	20.8	<b>79.8</b>	19



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:           Agenda Item No. D.4  
**A Resolution Setting A Date, Time, And Place For Public Hearings On The Petition  
By Wilson Land And Cattle Company For Voluntary Annexation Of  
Approximately 41.059 Acres Of Land Located At The Northwest Corner Of Brushy  
Creek Road And Breakaway Road. (ANX-11-001).**

**Commentary:**

This is a resolution setting a date, time, and place for two statutory public hearings on the proposed voluntary annexation of approximately 41.059 acres of land located at the northwest corner of Brushy Creek Road and Breakaway Road. The schedule requires no special called meetings to meet state and local requirements. A copy of the proposed timetable is attached.

     **Director**

---

Associated Information:

The resolution, public hearing schedule and location map are attached for reference.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON THE PETITION BY WILSON LAND AND CATTLE COMPANY FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 41.059 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BRUSHY CREEK ROAD AND BREAKAWAY ROAD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Cedar Park, Texas, believes that the annexation of the area described in Exhibit "A", attached hereto and made a part hereof would be in the best interest of the City of Cedar Park, Texas; and

WHEREAS, it is necessary to hold public hearings prior to such annexation in order to comply with Subchapter C-1 Annexation Procedure for Areas Exempted From Municipal Annexation Plan, Section 43.063, Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That there shall be two statutory public hearings on the subject of the proposed annexation, giving all interested persons the right to appear and be heard. The hearings shall be held on the 10<sup>th</sup> day of March, 2011, at 6:30 p.m., and on the 24<sup>th</sup> day of March, 2011, at 6:30 p.m., in the Library Meeting Room, 550 Discovery Boulevard, Cedar Park, Texas.

SECTION 2. That the City Secretary is hereby authorized and directed to cause notice of each such public hearings to be posted on the City's internet website and to be published once in a newspaper having general circulation in the City and in the area proposed for annexation as shown in Exhibit "A" not more than twenty (20) days nor less than ten (10) days prior to the dates of such public hearings, all in accordance with Section 43.063 of the Local Government Code.

SECTION 3. That pursuant to Section 43.065 of the Local Government Code, the staff of the City is hereby directed to prepare a service plan for the area to be annexed, which plan shall describe City services to be provided to such area and the timetable for such provision and shall be available for inspection and discussion at the hearings provided for in Section 1 of the Resolution.

SECTION 4. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

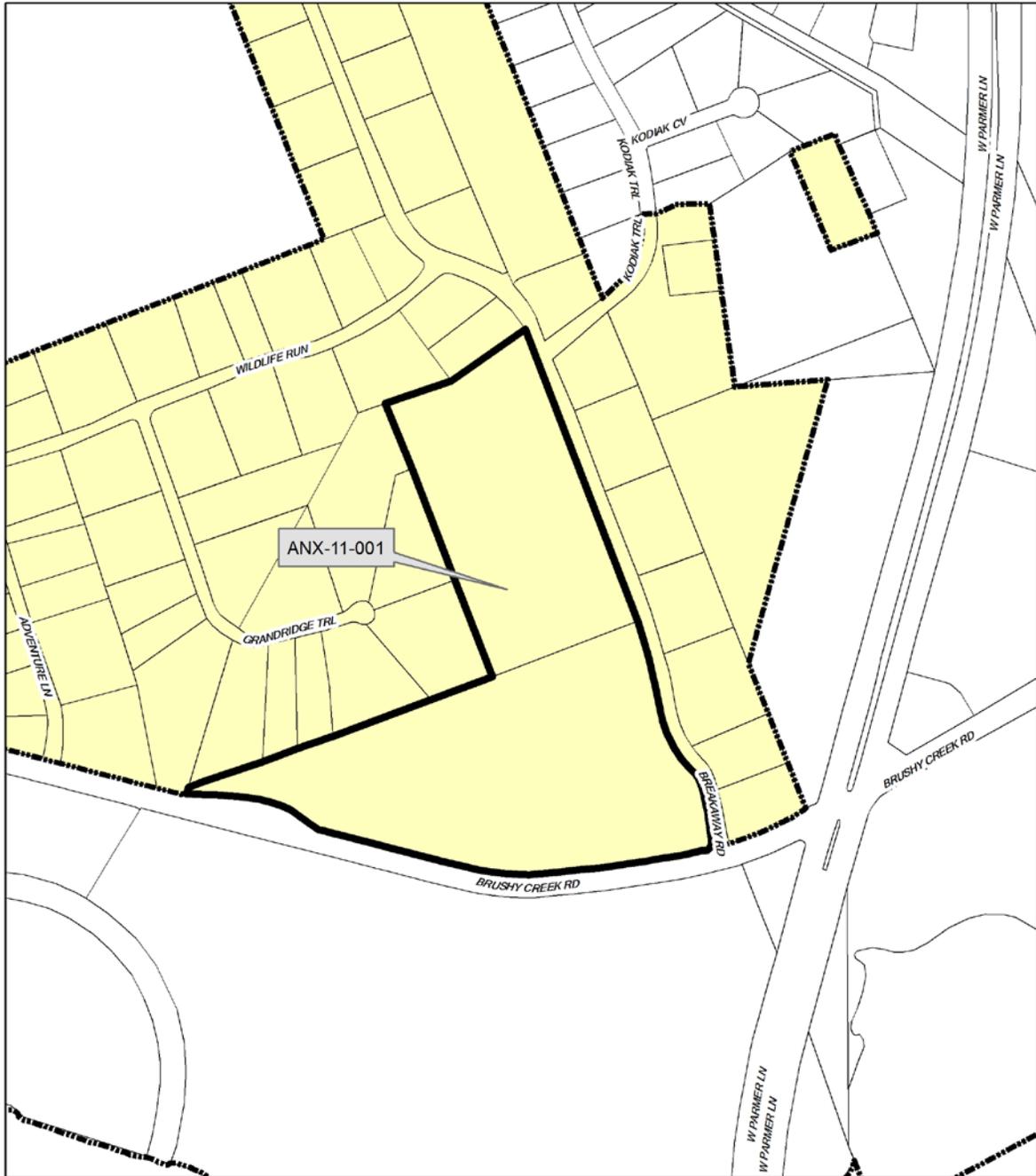
\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

**ANNEXATION TIMETABLE  
NANCY BRASSFIELD**

- 2/10/2011 1. City Council starts annexation proceedings by adopting a resolution to set the date, time, and place of two public hearings:  
1st public hearing: 6:30 P.M., Thursday, 3/10/2011  
2nd public hearing: 6:30 P.M., Thursday, 3/24/2011  
Location: Library Meeting Room, 550 Discovery Blvd.
- 2/24/2011 2. First Public Notice appears in the Hill Country News.  
*(10-20 days between publication date and 1<sup>st</sup> public hearing)*
- 3/10/2011 3. Second Public Notice appears in the Hill Country News & website.  
*(10-20 days between publication date and 2<sup>nd</sup> public hearing)*
- 3/10/2011 4. City Council's first annexation public hearing.
- 3/24/2011 5. City Council's second annexation public hearing.
- 4/14/2011 6. City Council's first reading of annexation ordinance.  
*(no more than 40 days after 1<sup>st</sup> public hearing, minimum 20 days after 2<sup>nd</sup> hearing)*
- 4/28/2011 7. City Council's second reading of annexation ordinance.  
*(within 90 days of 1<sup>st</sup> reading)*



**ANX-11-001**



**EXHIBIT A**



## CITY COUNCIL AGENDA

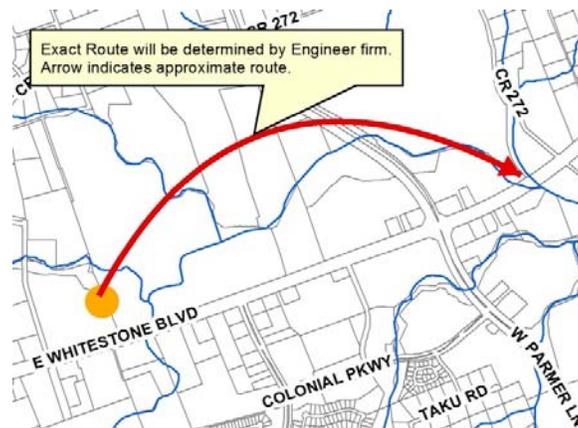
Date:2-10-2011

Subject: Agenda Item No. D.5

**A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With Lockwood, Andrews And Newman, Inc. (LAN) For The Engineering Design Of Cottonwood Creek Wastewater Collection System Phase C.**

### Commentary:

This is a FY 2011 Utility CIP Project for the engineering and construction of the Cottonwood Creek Wastewater Collection System Phase C (Cottonwood Phase C). This project is approximately 11,000 feet of 33" and 42" wastewater collection line. This project provides wastewater service for future development in the New Hope Drive/ Ronald Reagan Blvd. area with a gravity trunk line, thus removing the Cottonwood Lift Station and 1,900 feet of wastewater line from service. This project improves the corridor's ability to successfully support existing and future development.



**Figure 2: Approximate Project Area**

Anticipating a start of construction for this project at the beginning of Fiscal Year 2012, staff advertised a Request for Qualifications for the design of Cottonwood Creek Phase C on November 2, 2010. The City received sixteen (16) Statements of Qualifications (SOQ) from prospective consultants. A committee of three staff members evaluated these Statements of Qualifications using a numerical grading criteria matrix that rates each firm's qualifications in key areas such as "Qualifications and Availability", "Proposed Staff", "Project Experience", and "Project Approach." After reviewing the Statements of Qualifications, staff is recommending

LAN be chosen to design this project. Their scope of work will include the development of construction plans, specifications, estimates, bid services and construction management.

LAN's Statement of Qualifications demonstrated a high level of qualifications and experience to design this project. LAN has previously successfully served their City through their work on the Riviera and Blockhouse Creek lift stations, the reconstruction of the New Hope Road utilities between US183 and 183A Toll Road, and the BCRUA large waterline project.

**City Manager's Remarks**

**Fiscal Impact**

Account No.:

**Budget**

Budget/Expended:

The actual design fee will be negotiated.

**Legal Certifications**

**Associated Information:**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE ENGINEERING DESIGN OF COTTONWOOD CREEK WASTEWATER COLLECTION SYSTEM PHASE C WITH LOCKWOOD, ANDREWS, AND NEWNAM, INC. (LAN); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, this FY2011 Utility CIP project consists of the engineering design of Cottonwood Creek Wastewater Collection System Phase C; and

WHEREAS, the purpose of this project is to provide wastewater service for future development in the New Hope Drive/ Ronald Reagan Blvd. area and to remove the Cottonwood Lift Station from service; and

WHEREAS, LAN has extensive experience with the design of projects in similar size and complexity; and

WHEREAS, the City desires to negotiate a Professional Services Agreement with LAN for the engineering design of the Cottonwood Creek Wastewater Collection System Phase C.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Council of Cedar Park hereby authorizes and directs the City Manager to negotiate and execute a Professional Services Agreement with LAN for the design of the Cottonwood Creek Wastewater Collection System Phase C. In accordance with Texas Government Code 2254 for Professional and Consulting Services, the City will attempt to negotiate with LAN a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with LAN, the City shall formally end negotiations and the City Manager shall be authorized to negotiate and execute a contract with the next most qualified firm according to the evaluation matrix.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

# Cottonwood Collection WW System Ph C

## Statement of Qualifications

### Evaluation Criteria



Criteria	Maximum Score
The maximum score for sub-group(s) is the bold number The maximum criteria score is the non-bolded number	<b>100.0</b>
<b>1. Qualifications and Availability:</b>	<b>10.0</b>
General information provided? Contacts, office location, numbers/emails	2.0
Did firm provide how they will communicate with the City? Who will be primary contact?	2.0
Is the firm/team available and did they show a level of commitment to the project?	2.0
Did they provide a narrative illustrating their expertise and any unique qualifications?	4.0
<b>2. Proposed Staff:</b>	<b>30.0</b>
Did they provide an Organizational Chart for personnel that will be working on this project?	2.0
Did they provide the names and roles of the key personnel that will be working on this project?	2.0
Is staff engineer or project manager located locally?	2.0
Did they provide resumes for key personnel and indicate any that have experience on similar projects?	4.0
Does the primary design engineer have great depth of experience on similar projects of type, scope and complexity?	5.0
Did they provide staffing size by area of expertise?	1.0
Did they provide the current workload of the prime firm?	1.0
Did they provide staff availability to perform services?	1.0
Does the Project Manager have experience with similar size projects.	4.0
Do the sub consultants have experience with similar size projects.	3.0
Does the staff/subconsultant have experience with easement acquisition similar projects of similar scope, size, and complexity?	5.0

<b>3. Project Experience:</b>	<b>30.0</b>	
Did the firm/team provide an overview and brief history of themselves and their sub-consultants?	2.0	
Did the firm/team provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?	7.0	
Does the proposed Project Manager have recent, within the last five (5) years, of experience providing these types of services?	9.0	
Are the projects presented equal or greater in complexity when compared with the proposed projects listed in scope and types of deliverables required?	9.0	
Are there previous project final costs listed?	1.0	
Are there Clients Listed?	1.0	
Is there a history provided of meeting project schedules	1.0	
<b>4. Project Approach</b>	<b>30.0</b>	
Did the consultants provide an explanation of how the project will be designed?	19.0	
Did the consultants provide knowledge of key areas of concern particular to the project? Construction of ww line at great depth. Pipe material selection based on depth and other factors. Alternative method for construction for depth or due to lake. Knowledge of depth of BCRUA large diameter waterline and impact providing service both sides. Other unique aspects.	10.0	
Was a project Schedule provided?	1.0	

**Cottonwood Collection WW System Ph C  
Statement of Qualifications  
Evaluation Criteria Summary**

<b>Firm</b>	<b>1. Qualification and Availability (10 pts)</b>	<b>2. Proposed Staff (30 pts)</b>	<b>3. Project Experience (30 pts)</b>	<b>4. Project Approach (30 pts)</b>	<b>Overall Score</b>	<b>Rank</b>
Lockwood, Andrews & Newnam, Inc.	9.8	28.7	28.5	28.2	<b>95.2</b>	1
Jacobs Engineering Group Inc.	9.8	28.5	28.3	27.0	<b>93.7</b>	2
Freese and Nichols, Inc.	10.0	28.5	27.3	26.5	<b>92.3</b>	3
K Friese & Associates, Inc.	9.5	27.5	28.5	26.2	<b>91.7</b>	4
HDR Engineering, Inc.	9.8	27.5	27.2	26.2	<b>90.7</b>	5
AECOM Technical Services, Inc.	10.0	26.2	27.2	26.2	<b>89.5</b>	6
Kimley-Horn and Associates, Inc.	9.7	27.3	25.5	26.7	<b>89.2</b>	7
URS Corporation	9.7	27.3	27.7	24.3	<b>89.0</b>	8
Bury+Partners, Inc.	9.7	28.2	25.3	25.7	<b>88.8</b>	9
Camp Dresser & McKee, Inc. (CDM)	9.8	27.3	27.7	23.8	<b>88.7</b>	10
Jones & Carter, Inc.	9.7	25.5	26.2	26.7	<b>88.0</b>	11
Kennedy/Jenks Consultants	9.8	26.5	25.5	24.5	<b>86.3</b>	12
CP&Y, Inc.	8.8	27.3	25.2	22.8	<b>84.2</b>	13
Klotz Associates Inc.	9.3	26.5	24.8	22.7	<b>83.3</b>	14
OTHON, Inc., Consulting Engineers	9.2	25.7	26.0	21.0	<b>81.8</b>	15
Hejl, Lee & Associates, Inc.	9.2	26.2	24.7	20.3	<b>80.3</b>	16



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. D.6

**A Resolution Authorizing And Directing The Mayor To Execute A Social Service Agency Annual Funding Agreement With Faith In Action Caregivers Northwest.**

**Commentary:**

**Initiating Dept:** City Manager’s Office

This is the fourth year that the City of Cedar Park has provided funding to Faith in Action Caregivers Northwest. They are a non-profit organization whose mission is to provide transportation to eligible seniors to medical appointments, grocery store, and other essential errands.

Attached is the agreement for services between the City and Faith in Action Caregivers Northwest. Their Board of Directors has approved this agreement. Carla Young, Executive Director of Faith in Action Caregivers Northwest will be in attendance to answer any questions.

Staff recommends approval of this agreement.

**Assistant City Manager**

**Fiscal Impact**

**Account No.: 101-01-25-5545**

**Budget**

**Budget/Expended: \$18,915.00**

**Finance Director Review**

**Legal Certification**

Approved as to form and content:

Yes       No      **City Attorney**

**Associated Information:** Agreement executed by the Board of Directors of Faith in Action Caregivers Northwest.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SOCIAL SERVICE ANNUAL FUNDING AGREEMENT WITH FAITH IN ACTION CAREGIVERS NORTHWEST; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Faith in Action Caregivers Northwest provides transportation for qualified seniors to local medical appointments, grocery stores, and other errands; and

WHEREAS, in the approved Fiscal Year 2010- 2011 City of Cedar Park Annual Budget funding was appropriated for Faith in Action Caregivers Northwest to provide their services to the City of Cedar Park.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Social Service Agency Annual Funding Agreement with Faith in Action Caregivers Northwest.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

**CITY OF CEDAR PARK  
SOCIAL SERVICE AGENCY ANNUAL  
FUNDING AGREEMENT WITH  
FAITH IN ACTION CAREGIVERS NORTHWEST**

This Social Service Agency Annual Funding Agreement ("Agreement") is by and between the City of Cedar Park ("Cedar Park") and Faith in Action Caregivers Northwest ("Agency"), a non-profit corporation. Pursuant to the terms of this Agreement, for Fiscal Year 2010-2011, Cedar Park hereby agrees to allocate Twenty One Thousand Four Hundred Fifty Five Dollars (\$21,455.00) to the Agency to fulfill the public purposes outlined by Cedar Park and the Agency herein.

- 1.1 **Purpose.** Cedar Park has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, providing volunteer transportation services to senior citizens.
- 1.2 **Use of Funds.** The Agency understands that the funds provided to it by Cedar Park will be used solely for the following program services in Cedar Park: to provide volunteer transportation for senior citizens to and from medical appointments, grocery store, and other necessary destinations.
- 1.3 **Distribution of Funds.** Cedar Park will pay the annual sum of Twenty One Thousand Four Hundred Fifty Five and No/Dollars (\$21,455.00) to the Agency in four equal quarterly payments of Five Thousand Three Hundred and Sixty Three Dollars and 75/100 Dollars (\$5,363.75) each, commencing in January 2011. Said payments are contingent upon the Agency submitting performance measures on a quarterly basis to Cedar Park as referenced in 1.5(k) of this Agreement.
- 1.4 **Relationship of Parties.** Nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make Cedar Park, the agent, servant, or employee of the Agency, or to create any partnership, joint venture, or other association between Cedar Park and the Agency. Alternatively, nothing contained herein either explicitly or implicitly shall be deemed or construed to make the Agency the agent, servant, or employee of Cedar Park, or to create any partnership, joint venture, or other association between the Agency and Cedar Park.
- 1.5 **Principles and Controls.** In administering the handling of contributed public funds, Cedar Park and the Agency agree to the following certain basic principles which are essential to maintain community acceptance and support:
  - a. The Agency shall maintain its status as a voluntary, non-profit corporation under section 501(c)(3) of the Internal Revenue code, unless exempted by Federal Guidelines;
  - b. The Agency shall remain in good standing under the laws of the state of Texas;

- c. The Agency shall notify Cedar Park of major programmatic and administrative changes which could substantially affect the Agency's operation and service delivery;
  - d. The Agency shall provide Cedar Park and actively maintain a current list (including term of office) of the Agency's directors, as well as its regular meeting times;
  - e. The Agency shall provide to Cedar Park minutes of its board of director meetings and detailed financial reports which include detailed comparisons of budgeted and actual activity and change in financial position. The reports shall be attested to by the Agency's board of directors and be provided on a regular and timely basis as requested by Cedar Park;
  - f. The Agency shall provide adequate liability insurance coverage for the Agency, and does hereby indemnify Cedar Park and its employees and agents from any and all liability for any damage or injury caused to any employee, client, patron, agency, visitor or guest of the Agency;
  - g. If an independent public accountant prepares an annual audit or review in accordance with generally accepted accounting standards, the Agency shall provide a copy of such report to Cedar Park;
  - h. The Agency shall prepare a detailed annual budget, translating program service plans into financial terms, and shall provide a copy of this budget to Cedar Park. The budget must have comparative columns showing previous year actual and proposed year budget figures. Revenues should be categorized by major source and expenses categorized by purpose;
  - i. The Agency shall be responsible for generation of support for its programs and not rely solely on Cedar Park for funding its programs;
  - j. The Agency shall allow Cedar Park to conduct a semi-annual inspection of the Agency's premises and operations; and
  - k. The Agency and Cedar Park shall establish agreed upon performance measures. Performance measures will be submitted on a quarterly basis to Cedar Park.
- 1.6 **Term of Agreement.** The Agreement is in effect for the City's fiscal year which begins October 1, 2010 and ends September 30, 2011.
- 1.7 **Entire Agreement.** This agreement constitutes the entire agreement between Cedar Park and the Agency. No oral agreements are in effect pertaining to this Agreement. Any changes or modifications to this Agreement must be made in writing with the consent of both parties.
- 1.8 **Assignability.** This agreement cannot be assigned or transferred in any part without the written consent of both Cedar Park and the Agency.

Executed by:

David Giras, VICE PRES.  
Agency President/Chairperson, Board of Directors

2/1/11  
Date

Carol Young, Exec Director  
Agency Chief Professional Officer (paid staff)

2/1/11  
Date

\_\_\_\_\_  
Robert S. Lemon, City of Cedar Park, Mayor

\_\_\_\_\_  
Date

Approved as to form and content:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

\_\_\_\_\_  
Date



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. D.7  
**A Resolution Granting A Non-Exclusive License To At Your Disposal, Inc. For The Collection, Transportation And Disposal Of Multi-Family, Industrial And Commercial Waste And Recycling Within The City Of Cedar Park.**

**Commentary:**

**Initiating Dept:** City Manager's Office

At Your Disposal Inc., is requesting to provide commercial solid waste services within the City of Cedar Park. All commercial solid waste providers are required to have a license agreement with the City of Cedar Park to provide service. The license agreement ensures that the company provides its service in a clean, safe and regulated manner. At Your Disposal, Inc. has executed the license agreement for the City and the agreement has been attached for your review.

Staff respectfully recommends approval of this item.

**Assistant City Manager**

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**Fiscal Impact**  
**Account No.:**

**Budget**  
**Budget/Expended:**

**Finance Director Review**

**Legal Certification**

Approved as to form and content:

Yes

No **City Attorney**

**Associated Information:**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, GRANTING A NON-EXCLUSIVE LICENSE TO AT YOUR DISPOSAL, INC. FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MULTI-FAMILY, INDUSTRIAL AND COMMERCIAL WASTE AND RECYCLING WITHIN THE CITY OF CEDAR PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, At Your Disposal, Inc. requests to enter into a Franchise Agreement for industrial, commercial and multi-family and recyclables collection; and

WHEREAS, the City and At Your Disposal, Inc. wish to enter into a Non-Exclusive License Agreement for industrial, commercial and multi-family waste and recyclables collection within the corporate limits of the City;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. A non-exclusive license is hereby granted to At Your Disposal, Inc.(hereinafter "Licensee") in accordance with the terms and conditions of the attached License Agreement marked Exhibit "A" and made a part hereof for all purposes, to use the public streets, alleys, and public ways within the corporate limits of the City of Cedar Park, Texas, for the purpose of engaging in the business of collecting, transporting and disposing of multi-family, industrial and commercial waste and recycling. The City Council hereby finds and declares that a public convenience and necessity exists for the service to be performed under this License Agreement.

SECTION 2. That the City Manager is hereby authorized and directed to sign the attached License Agreement on behalf of the City of Cedar Park, Texas.

SECTION 3. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

---

Charles W. Rowland, City Attorney

**CITY OF CEDAR PARK, TEXAS**

**AND**

**AT YOUR DISPOSAL, INC.**

**COMMERCIAL — INDUSTRIAL — MULTI-FAMILY**

**WASTE COLLECTION LICENSE AGREEMENT**

**THIS AGREEMENT** is between the **City of Cedar Park, Texas**, a municipal corporation of the State of Texas (hereinafter "City"), and **At Your Disposal, Inc.** (hereinafter "Licensee"), and is authorized under the City's police powers to promote and protect the health, safety and general welfare of its residents.

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

"Act of Default" or "Default" shall mean any failure to timely, fully and completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions, as stated in this Agreement. City may, in its sole discretion, accept substantial compliance, which is an act of default, in lieu of full compliance by waiving such act of default solely by an instrument in writing.

"Agreement" shall mean this document, including any written amendment thereto as agreed upon by City and Licensee.

"City" and "Licensor" shall mean the City of Cedar Park, a municipal corporation, in the State of Texas.

"Comply" or "Compliance" shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by City solely by a written instrument.

"Council" shall mean the governing body of the City.

"Disposal" shall mean the deposit of any Municipal Waste at a waste facility authorized by the Texas Commission on Environmental Quality.

"Gross Revenues" shall mean all revenues received, directly or indirectly, by the Licensee, its affiliates, subsidiaries, parent, and any person in which the Licensee has a financial interest, from or in connection with the operation of a waste service and providing recycling services for multi-family, industrial or commercial business located within the City limits of the City pursuant to this Agreement. "Gross Revenues" shall not include any taxes on waste services furnished by Licensee imposed directly upon any customer by the state, city or other governmental unit and collected by the Licensee on behalf of such governmental units.

"Independent Contractor" shall mean Licensee.

"Licensee" shall mean At Your Disposal, Inc. authorized to do business in Texas.

"Litter" shall mean waste material or recyclables strewn or scattered about.

"Recycling" shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed Municipal Waste composting, that is, composting of the typical mixed Solid Waste, recycling includes the composting process if the compost material is put to beneficial use.

"Sidewalk" shall mean that portion of a street or right-of-way that is not improved and maintained for vehicular travel.

"Street" or "Alley" shall mean a publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

"Waste" shall mean garbage, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from multi-family owner's and residents' industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, but does not include:

- (A) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code;
- (B) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction.

"Waste Collection Service" shall mean all waste collection, transporting, and disposal, including recycling services provided by Licensee limited to multi-family, industrial or commercial business customers, not residential, located within the City limits of Cedar Park.

**2. GRANT OF LICENSE; NON-EXCLUSIVE:** This non-exclusive license agreement grants to Licensee the privilege to use the public streets, alleys, and public ways within the corporate limits of City for the purpose of engaging in the business of collecting,

transporting and disposing of multi-family, industrial and commercial waste and recycling. This grant for the use of City streets and alleys does not establish a priority use over other license holders, permit holders and the City's or public's use of public property. The Licensee's use of City streets and alleys shall be subject to and in accordance with the City's policies and procedures governing said use.

**3. TERM:** The term of this License Agreement and the privileges granted herein shall be for the period beginning on July 1, 2010 and terminating on September 30, 2011.

**4. EFFECTIVE DATE:** This License Agreement shall be effective upon the signature of Licensee and subsequently passed and approved by the City council with the term to begin as first above written.

**5. LICENSE RENEWAL:** This License may be renewed by Licensee for a year upon application to the City ninety (90) days before this term expires. Licensee shall not have any implied or express right of renewal and any renewal determination rests solely with the City Council.

**6. LICENSE FEE, REVIEW AND PENALITES:**

Costs-Audits-Reports-Review and Penalties

- a. Since the streets and public easements to be used by the Licensee are in the operation of its waste collection, transportation and disposal and recycling services with the City are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and since the grant to the Licensee of the use of said streets and alleys is a valuable property right without which the Licensee would be required to invest substantial capital in right-of-way costs and acquisitions, and since the City will incur costs in regulating and administering the License, a License Fee shall be assessed in an amount equal to ten percent (10%) of the Gross Revenues derived during the preceding quarter from or in connection with the operation of its waste and recycling services within the City pursuant to this Agreement.
- b. The License Fee and other cost of penalties, if any, assessed shall be paid quarterly to the City of Cedar Park on or before the last day of the month following the end of the quarterly period for which said payment is due. A five percent (5%) penalty will be assessed on delinquent amounts. An additional five percent (5%) penalty will be assessed if such delinquent amounts remain unpaid within thirty (30) days from the date due. Thereafter, the delinquent amount will bear interest at the rate of the prime rate as established by the City depository plus four percent (4%) per annum until paid. The License Fee payment shall be delivered to the City Secretary, along with a License Fee statement, showing, in a form agreed upon between the parties, the calculations of the amount of such quarterly payment. An officer of the Licensee shall certify this fee statement. In

no event shall any interest or penalty or interest and penalty exceed that which is permitted by law.

- c. The Licensee shall file annually with the City's Finance Director, no later than three (3) months after the termination or renewal of this Agreement, a sworn statement of all revenues, signed by its Comptroller, Finance Director or similar financial officer, attributable to the operations of its waste and recycling service within the City pursuant to this Agreement. This statement shall present, in a form agreed upon between the parties, a breakdown of gross revenues.
- d. The City shall have the right to review, or audit Licensee's fee statements and statements of revenues and all other relevant books and records, at reasonable times and places, provided, however, that any such review or audit shall take place within thirty-six (36) months following the close of the fiscal year covered by such statement(s). Any additional amount due to the City as a result of the City's review or audit shall be paid within thirty (30) days following written notice to the Licensee by the City as well as City's costs and expenses to perform the audit. Any additional amounts shall be subject to the same penalties and interest set forth in Section 6(b) above. If there are no additional amounts due to City, City shall be responsible for its own costs and expenses of the audit.
- e. Licensee shall file a current customer list within thirty (30) days from the beginning of this Agreement and a current customer list thirty (30) days before the termination of this Agreement with the Utility Billing Manager. The customer list shall contain the following information:
  - 1. Customer's billing name, billing address and phone number;
  - 2. Name and phone number of Licensee's contact person at the customer's office;
  - 3. Addresses of the site location for the container(s) and number of containers;
  - 4. Container(s) type, being either slant top or flat top;
  - 5. Container(s) description, being either a receiver, roll-off, front loader or self compaction;
  - 6. Container(s) capacity in cubic yards;
  - 7. Name, address and phone number of the owner(s) of all containers and compaction units; and
  - 8. Collection frequency and collection days for each container.

**7. TAXES:** Licensee shall promptly pay all lawful ad valorem taxes and such other levies, fees, charges, fines and assessments, if any, that may lawfully be imposed on it. Failure to timely pay any of such items when due and payable shall be a breach of the privilege granted herein and this License Agreement shall be terminated at the election of the City Council.

**8. LATE PAYMENT INTEREST PENALTY:** Failure to timely pay any fee or charge due to City shall accrue interest on the unpaid balance at the maximum rate permitted by

law, until paid in full. The first portion of any late payment shall be applied toward the interest due City and the balance toward the fee or charge due.

9. **SCOPE OF WORK:** Licensee has the privilege to collect, transport and dispose of waste and recyclables from areas zoned industrial, multi-family or commercial, not residential, in accordance with the terms and conditions of this Agreement and the City's Code of Ordinances.

10. **DISPOSAL OF REFUSE:** Licensee expressly agrees that it shall deliver all waste collected by it from authorized premises in the corporate limits of the City, except for materials which Licensee may select to reuse for recycling, to a Texas Commission on Environmental Quality authorized and permitted disposal facility.

11. **HOURS OF OPERATION:** The collection or transporting of waste or recyclables within three hundred feet (300') of an area zoned residential is prohibited between the hours of six o'clock (6:00) p.m. and seven o'clock (7:00) a.m. Waste and recyclable collection or transporting beyond three hundred feet (300') of zoned residential areas is prohibited between the hours six o'clock (6:00) p.m. and five o'clock (5:00) a.m.

12. **VEHICLES TO BE COVERED:** All vehicles used by Licensee for the collection and transportation of recyclables or waste, shall be covered at all times while loaded and in transit to prevent the blowing or scattering of such onto the public streets or properties adjacent thereto, and all such vehicles shall be clearly marked with Licensee's name in letters not less than two inches (2") in height.

13. **SPILLAGE AND LEAKAGE:** Licensee shall clean up any materials including leakage of fluids or spillage from containers, Licensee's vehicles or by Licensee's employees. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Licensee shall be responsible for the cleanup of any spillage or leakage caused by Licensee, Licensee's vehicles, Licensee's employees or Licensee's equipment or containers. Licensee shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Licensee or Licensee's employees.

14. **LITTER:** Licensee is required to pick up immediately after it becomes known or should have been known any and all litter, glass or liquids while in the performance of this Agreement.

15. **ODOR:** Licensee shall maintain collection vehicles or equipment or containers that are owned or leased by Licensee to eliminate odors. The Licensee shall routinely clean and sanitize collection equipment, containers and vehicles to eliminate and prevent odors.

16. **REGULATION OF LEASED CONTAINERS:** City does grant to Licensee the privilege to rent or lease containers to the owner or occupant of any premises within the corporate limits of the City of Cedar Park, Texas, specifically excluding all residential customers, for its recyclables and for waste storage and collection purposes, only for the term of

this Agreement, notwithstanding any customer agreements to the contrary and subject to the following requirements:

- a. All such containers shall be constructed and maintained according to good industry practice;
- b. All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- c. All such containers shall be cleaned and maintained by Licensee so as to be in good repair, of a good clean appearance, and free of such refuse or residues as may cause odor and provided a breeding place for flies, mosquitoes, insects or harborage for rodents;
- d. All such containers shall be clearly marked with Licensee's name and telephone numbers in letters not less than two inches (2") in height; and
- e. No containers shall be placed upon any public easement or right of way without the written consent of the City of Cedar Park.

It is further understood and agreed that Licensee will lease or rent such containers at terms which are fair and reasonable.

**17. LICENSEE'S AGREEMENT(S) WITH CUSTOMERS:** Licensee expressly agrees that any service agreement entered into between Licensee and its customers that extend beyond the term of any License Agreement issued by the City shall create no obligation or duty upon the City or serve as grounds for any claims, demands or causes of action of any type or nature whatsoever by Licensee against the City in law or in equity for, but not limited to, any damages or loss of profits whatsoever. Subsequent license agreements between the City and Licensee shall not act as an acceptance of or consent by the City of any existing or future multi-year service agreements between Licensee and its customers and shall not create any obligations, duties or liabilities upon the City.

**18. LICENSE REQUIRED:** No entity providing waste or recycling services shall be allowed to occupy or use the streets of the City or be allowed to operate within the City without a current License Agreement.

**19. INSURANCE COVERAGE:**

- a. The Licensee shall maintain throughout the term of the license, extended coverage and general liability insurance and automobile liability insurance with an insurance company licensed to do business in the State of Texas, insuring against claims for liability or damages. Coverage under this section shall be a minimum of:

1. Comprehensive/Commercial Liability:

- |                       |                          |
|-----------------------|--------------------------|
| i. General Liability: | \$500,000 per occurrence |
| ii. Property Damage:  | \$500,000 per occurrence |
| iii. Total Aggregate: | \$1,000,000              |

2. Automobile Liability:

- i. Bodily Injury: \$1,000,000 per person  
\$2,000,000 per occurrence
- ii. Personal and Real Property Damage: \$1,000,000 per occurrence

3. Workers Compensation:

Such insurance coverage shall be provided for the protection of the public in connection with:

- 1. Liability to persons or damage to personal and real property, in any way arising out of or through the negligent or intentional acts or omissions of Licensee, its servants, agents, or employees or to which Licensee's negligence shall in any way contribute; and/or
  - 2. Arising out of Licensee's operations and relationships with any independent contractor or subcontractor.
- b. The insurance policies obtained by the Licensee in compliance with this section shall be approved by the City Attorney, and such insurance policies, along with written evidence of payment of required premiums, shall be filed and maintained with the City Attorney during the term of the license, and shall be changed from time to time to reflect changing liability limits, as may reasonably be required by the City. The Licensee shall immediately advise the City Attorney of any significant litigation, actual or potential, that may develop that would affect this insurance.
- c. All insurance policies maintained pursuant to this License Agreement shall contain the following conditions by endorsement:
- 1. The City shall be named as an Additional Insured and the term "owner" or "City of Cedar Park" shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the City and the individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the City. Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Licensee and the City and shall be primary coverage for all losses covered by the policies.
  - 2. Each policy shall require that thirty (30) days prior to the cancellation or material change in policies, a notice thereof shall be given to the City by certified mail.
  - 3. Waivers of Subrogation shall be provided for all policies where allowed.

4. Companies issuing the insurance policies shall not have recourse against the City for payment of any premium or assessments which are the sole obligation of the Licensee.
  5. The policy clause "Other Insurance" shall not apply to the City where the City is insured on the policy.
- d. If the City Attorney determines that a certificate of insurance is acceptable evidence of insurance coverage, a copy of the endorsement required under the above item "c" shall be attached to the certificate of insurance.

**20. INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL AND DOES HEREBY FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DEMANDS, SUITS, JUDGMENTS, DAMAGES, SETTLEMENTS, LOSSES AND EXPENSES OF ANY TYPE OR AMOUNT WHATSOEVER, AT LAW OR IN EQUITY AND ANY ADMINISTRATIVE SETTLEMENTS, FINES OR PENALTIES INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, AND INTEREST, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RESULTING FROM THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE LICENSEE IN THE PERFORMANCE OR FAILURE TO PERFORM THE WORK REQUIRED UNDER THIS AGREEMENT FOR ANY AND ALL INJURIES, INCLUDING DEATH, TO PERSONS AND ANY AND ALL DAMAGE TO PERSONAL OR REAL PROPERTY. THIS OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE OR REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY THAT WOULD OTHERWISE EXIST. THIS INDEMNIFICATION AND HOLD HARMLESS REQUIREMENT SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE LICENSEE OR ANY SUBCONTRACTOR UNDER ANY WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

**21. RETENTION OF RIGHTS BY CITY:** The rights and privileges granted herein to Licensee are and shall be subordinated to the City's police powers and the City's obligation to constantly repair, replace and maintain its City streets, alleys and public ways. City fully retains and does hereby reserve all of its rights, privileges and immunities granted by law that it now has or may have in the future.

**22. FOREFEITURE AND TERMINATION:** In addition to all other rights and powers retained by the City under this License Agreement or otherwise, the City reserves the right to declare this License forfeited and to terminate the License Agreement and all rights and privileges of the Licensee hereunder in the event of:

- a. Violation by Licensee of any material provision of the License or any material rule, order, regulation, or determination of the City made pursuant to this License;

- b. Attempt by Licensee to evade any material provision of the License or to practice any fraud or deceit upon the City or the Licensee's customers;
- c. City's decision to initiate a municipal waste collection and removal service or recycling or to grant an exclusive License for those services in the zoned areas for multi-family, industrial or commercial upon six (6) months notice by City to Licensee.

**23. AMENDMENTS:** City expressly reserves the right, after due notice to Licensee, to modify, amend, alter change, or eliminate any of the provisions of this License, and to impose such additional conditions as may be just and reasonable as determined by the City Council, such conditions to be those deemed necessary for the purpose of insuring adequate service to the public or necessary for promoting or protecting the health, safety and welfare of its residents.

**24. ASSIGNMENT OF AGREEMENT:** This Agreement, and any and all rights and obligations hereunder, may not be assigned, transferred or conveyed by Licensee without the prior written consent of City. Any attempted assignment, transfer or conveyance without the prior written consent of City is void.

**25. TIME OF THE ESSENCE:** Whenever this License Agreement shall set forth any time for an act to be performed by or on behalf of the Licensee such time shall be deemed of the essence.

**26. NOTICES:** All notices from Licensee to the City pursuant to this License shall be to the City Manager, City of Cedar Park, 600 North Bell Boulevard, Cedar Park, Texas 78613, with a copy to the City Attorney. All notices to the Licensee pursuant to this Agreement shall be to the General Manager at PO Box 416 Jerrell, TX 76537. Licensee shall immediately notify City of any changes or addresses.

**27. BANKRUPTCY:** The Council shall have the right to cancel this License immediately should the Licensee liquidate, become insolvent, bankrupt, make a transfer for the benefit of creditors, reorganize, and enter into an agreement for the benefit of creditors or file a voluntary petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or state thereof; or should an involuntary petition in bankruptcy be filed against the Licensee and not be dismissed within one hundred twenty (120) days after the filing.

**28. WAIVER:** Any inaction by City to an Act of Default by Licensee shall not be a waiver of such act or of any other existing or future Acts of Default by Licensee or of a subsequent default of the same act or event by Licensee.

**29. INTERPRETATION:** Each of the parties have been represented by legal counsel of their choosing in the negotiation and preparation of this Agreement or had sufficient time to consult or employ and attorney if desired. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against any party based on draftsmanship.

**30. RELATIONSHIP OF THE PARTIES:** This Agreement shall not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Licensee is and shall remain an independent contractor with the sole responsibility of selecting the methods to carry out the collection, transporting and disposal of waste and recyclables.

**31. APPLICABLE LAW:** This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue shall be in Williamson County, Texas.

**32. SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and it is also the intention of the parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms, intent and purpose as possible to the provision found to be illegal, invalid or unenforceable.

**33. PARAGRAPH HEADINGS, ETC.:** The paragraph headings contained in this Agreement are for convenience only and shall not enlarge or limit the scope or meaning of the paragraph.

**34. THIRD PARTY BENEFICIARY:** This Agreement is solely between City and Licensee and is not intended to and shall not convey any rights, powers, benefits or authority to any third party, including, but not limited to, customers of Licensee.

**35. COUNTERPARTS:** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

**36. INDIVIDUAL RIGHTS:** Licensee shall not deny service or otherwise discriminate against customers or any citizen on the basis of race, sex, color, religion or national origin.

**37. ENTIRE AGREEMENT:** This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written, previous, and contemporary, agreements between the parties relating to matter in this Agreement; and, except as otherwise provided herein.

**38. LAW:** This Agreement is subject to all legal requirements in the City Charter and Code of Ordinances of the City of Cedar Park, Texas and all other applicable County, State and Federal laws, and Licensee agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County, City and other applicable governmental agencies.

**39. LEGAL AUTHORITY:** This signatories hereto affirm that they have their specific corporate authority to enter into this License Agreement and unconditionally bind their respective corporations to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

CITY:

LICENSEE:

CITY OF CEDAR PARK

AT Your Disposal

By: \_\_\_\_\_  
Brenda Eivens, City Manager

By: Ray Myers  
Its: General Mgr.

Date: \_\_\_\_\_

Date: 11-22-10



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. D.8

### **A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With K. Friese And Associates, Inc. For The Engineering Design Of Lakeline Blvd.- Old Mill Bore And Garner Influent Line.**

#### **Commentary:**

This is a FY 2011 Utility CIP Project for the engineering and construction of the Lakeline Blvd.- Old Mill Bore and Garner Influent Line. This project consists of two separate roadway bore projects. The two bore projects include:

- A. The Lakeline Blvd.-Old Mill Bore will close a water system loop by extending and connecting two dead end 12" waterlines.
- B. The Garner Influent Line will replace an existing 12" wastewater line located under N. Bell Blvd. immediately upstream of Garner Lift Station to improve system hydraulics.

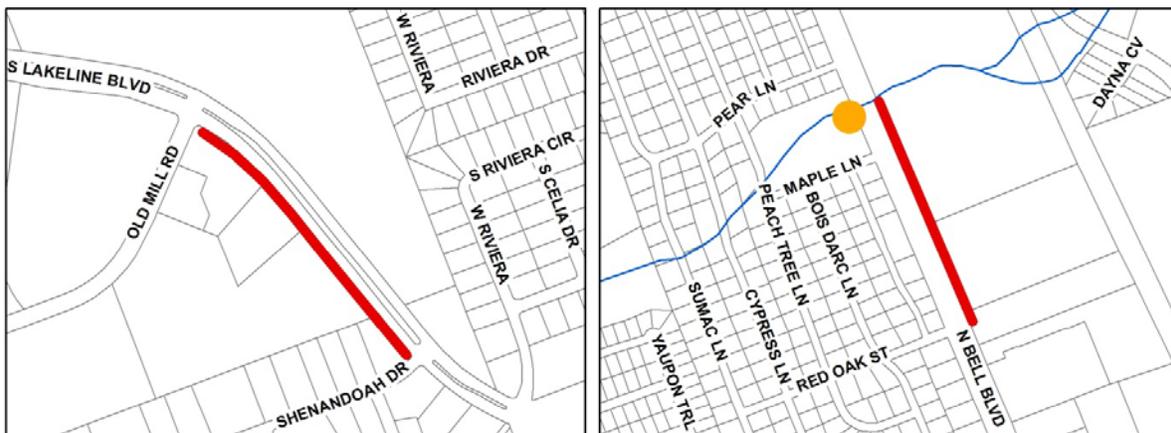


Fig. on the Left: Approximate project area for Project A. Fig. on the Right: Approximate project area for Project B.

Anticipating a start of construction for this project during Fiscal Year 2012, staff advertised a Request for Qualifications for the design of Lakeline Blvd.-Old Mill Bore and Garner Influent Line on November 2, 2010. The City received twelve (12) Statements of Qualifications (SOQ) from prospective consultants. A committee of three staff members evaluated these Statements of Qualifications using a numerical grading criteria matrix that rates each firm's qualifications in

key areas such as “Qualifications and Availability”, “Proposed Staff”, “Project Experience”, and “Project Approach.” After reviewing the Statements of Qualifications, staff is recommending K. Friese and Associates, Inc. be chosen to design this project. Their scope of work will include the development of construction plans, specifications, estimates, bid services and construction management.

K. Friese and Associates’ Statement of Qualifications demonstrated the high level of qualifications and experience required to design this project. K. Friese and Associates is a locally-owned engineering firm experienced with projects of this size and complexity. K. Friese has previously successfully served their City through their work on the Cedar Park-Round Rock Interconnect project.

### **City Manager’s Remarks**

#### **Fiscal Impact**

Account No.:

#### **Budget**

Budget/Expended:

The actual design fee will be negotiated.

#### **Legal Certifications**

#### **Associated Information:**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH K. FRIESE AND ASSOCIATES FOR THE DESIGN OF LAKELINE BLVD.-OLD MILL BORE AND GARNER INFLUENT LINE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, this FY2011 Utility CIP project consists of the engineering design of Lakeline Blvd.-Old Mill Bore and Garner Influent Line; and

WHEREAS, the purpose of this project is to complete two separate roadway bore projects; and

WHEREAS, K. Friese and Associates has extensive experience with the design of similar projects; and

WHEREAS, the City desires to negotiate a Professional Services Agreement with K. Friese and Associates, Inc. for the engineering design of the Lakeline Blvd.-Old Mill Bore and Garner Influent Line.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Council of Cedar Park hereby authorizes and directs the City Manager to negotiate and execute a Professional Services Agreement with K. Friese and Associates for the design of the Lakeline Blvd.-Old Mill Bore and Garner Influent Line. In accordance with Texas Government Code 2254 for Professional and Consulting Services, the City will attempt to negotiate a contract with K. Friese and Associates at a fair and reasonable price. In the event a satisfactory contract cannot be negotiated with K. Friese and Associates, the City shall formally end negotiations and the City Manager shall be authorized to negotiate and execute a contract with the next most qualified firm according to the evaluation matrix.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

**Lakeline Blvd.-Old Mill Bore & Garner Influent  
Line  
Statement of Qualifications  
Evaluation Criteria**

<b>Criteria</b>	<b>Maximum Score</b>	
The maximum score for sub-group(s) is the bold number The maximum criteria score is the non-bolded number	<b>100.0</b>	
<b>1. Qualifications and Availability:</b>	<b>10.0</b>	
General information provided? Contacts, office location, numbers/emails	2.0	
Did firm provide how they will communicate with the City? Who will be primary contact?	2.0	
Is the firm/team available and did they show a level of commitment to the project?	2.0	
Did they provide a narrative illustrating their expertise and any unique qualifications?	4.0	
<b>2. Proposed Staff:</b>	<b>30.0</b>	
Did they provide an Organizational Chart for personnel that will be working on this project?	2.0	
Did they provide the names and roles of the key personnel that will be working on this project?	2.0	
Is staff engineer or project manager located locally?	2.0	
Did they provide resumes for key personnel and indicate any that have experience on similar projects?	4.0	
Does the primary design engineer have great depth of experience on similar projects of type, scope and complexity?	5.0	
Did they provide staffing size by area of expertise?	1.0	
Did they provide the current workload of the prime firm?	1.0	

Did they provide staff availability to perform services?	1.0	
Does the Project Manager have experience with similar size projects.	4.0	
Do the sub consultants have experience with similar size projects.	3.0	
Does the staff/subconsultant have experience with easement acquisition similar projects of similar scope, size, and complexity?	5.0	
<b>3. Project Experience:</b>	<b>30.0</b>	
Did the firm/team provide an overview and brief history of themselves and their sub-consultants?	2.0	
Did the firm/team provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?	7.0	
Does the proposed Project Manager have recent, within the last five (5) years, of experience providing these types of services?	9.0	
Are the projects presented equal or greater in complexity when compared with the proposed projects listed in scope and types of deliverables required?	9.0	
Are there previous project final costs listed?	1.0	
Are there Clients Listed?	1.0	
Is there a history provided of meeting project schedules	1.0	
<b>4. Project Approach</b>	<b>30.0</b>	
Did the consultants provide an explanation of how the project will be designed?	19.0	
Did the consultants provide knowledge of key areas of concern particular to the project? Construction of ww line at great depth. Pipe material selection based on depth and other factors. Alternative method for construction for depth or due to lake. Knowledge of depth of BCRUA large diameter waterline and impact providing service both sides. Other unique aspects.	10.0	
Was a project Schedule provided?	1.0	

**Garner and Lakeline-Old Mill Bore  
Statement of Qualifications  
Evaluation Criteria Summary**

<b>Firm</b>	<b>1. Qualification and Availability (10 pts)</b>	<b>2. Proposed Staff (30 pts)</b>	<b>3. Project Experience (30 pts)</b>	<b>4. Project Approach (30 pts)</b>	<b>Overall Score</b>	<b>Rank</b>
K Friese & Associates, Inc.	9.8	28.7	29.5	27.8	<b>95.8</b>	1
Jones & Carter, Inc.	10.0	29.2	27.8	28.7	<b>95.7</b>	2
Kimley-Horn and Associates, Inc.	10.0	28.5	28.0	28.5	<b>95.0</b>	3
Bury+Partners, Inc.	9.8	28.3	29.2	26.8	<b>94.2</b>	4
Freese and Nichols, Inc.	10.0	28.8	27.8	26.8	<b>93.5</b>	5
Vickrey & Associates, Inc.	9.8	28.2	28.2	27.3	<b>93.5</b>	5
URS Corporation	10.0	28.3	28.2	26.5	<b>93.0</b>	7
Allen Engineering Group, Inc.	9.5	28.5	28.2	25.5	<b>91.7</b>	8
Klotz Associates Inc.	9.8	27.3	26.5	27.3	<b>91.0</b>	9
Cobb, Fendley & Associates, Inc.	9.7	26.7	27.2	27.2	<b>90.7</b>	10
Davis Engineering, Inc.	9.5	27.5	27.3	26.2	<b>90.5</b>	11
Heil, Lee & Associates, Inc.	9.7	25.8	26.8	22.7	<b>85.0</b>	12



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. D.9

### **A Resolution Authorizing And Directing The City Manager To Negotiate And Execute A Professional Services Agreement With Bury And Partners, Inc. For The Engineering Design Of Ronald Reagan Boulevard Wastewater Improvements.**

#### **Commentary:**

This is a FY 2011 Utility CIP Project for the engineering and construction of the Ronald Reagan Blvd. Wastewater Improvements. This project consists of three wastewater lines to provide wastewater service to this area of the City. This project provides wastewater service for future development areas designated as commercial by the City's comprehensive plan. The three projects include:

- C. Approximately 3,300 feet of 12" and 8" wastewater line at the northeast corner of New Hope Drive and CR 180 heading north.
- D. Approximately 1,400 feet of 8" wastewater line beginning at the intersection of Caballo Ranch Blvd. and Ronald Reagan Blvd. heading north.
- E. Approximately 1,200 feet of 8" wastewater line beginning at the intersection of Caballo Ranch Blvd. and Ronald Reagan Blvd. heading south.

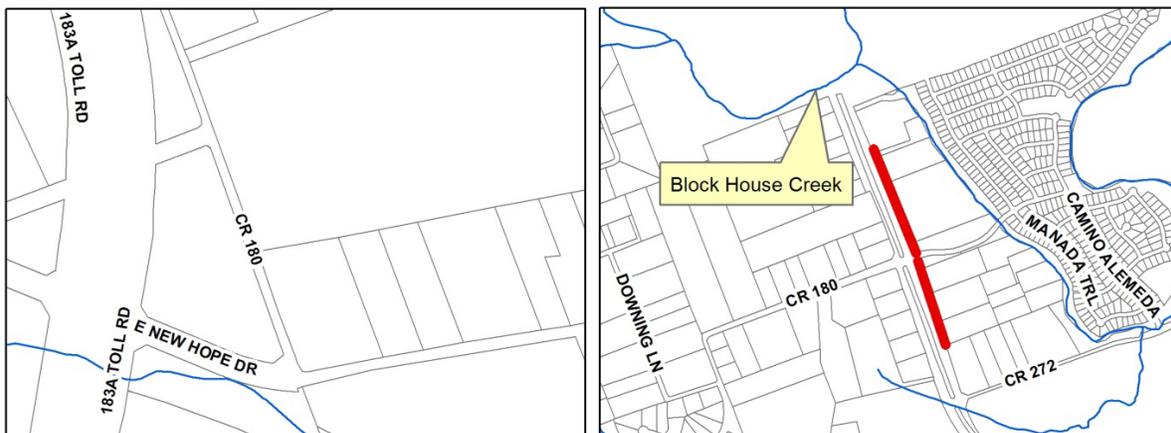


Figure on the Left: Approximate project area for Project A. Figure on the Right: Approximate project areas for Projects B & C.

Anticipating a start of construction for this project during Fiscal Year 2012, staff advertised a Request for Qualifications for the design of Ronald Reagan Blvd. Wastewater Improvements on November 2, 2010. The City received fourteen (14) Statements of Qualifications (SOQ) from

prospective consultants. A committee of three staff members evaluated these Statements of Qualifications using a numerical grading criteria matrix that rates each firm's qualifications in key areas such as "Qualifications and Availability", "Proposed Staff", "Project Experience", and "Project Approach." After reviewing the Statements of Qualifications, staff is recommending Bury and Partners, Inc. be chosen to design this project. Their scope of work will include the development of construction plans, specifications, estimates, bid services and construction management.

Bury and Partners' Statement of Qualifications demonstrated the high level of qualifications and experience required to design this project. Bury and Partners is an Austin-based firm that was founded in 1984. Bury's core services including civil engineering, development consulting, public sector, water resources, planning, surveying, construction management, traffic engineering and MEP engineering. Bury and Partners has successfully worked with the City before on project including the Cottonwood Wastewater Collection System improvements and the Road Signal design at Anderson Mill Road and Zeppelin Road.

### **City Manager's Remarks**

#### **Fiscal Impact**

Account No.:

#### **Budget**

Budget/Expended:

The actual design fee will be negotiated.

### **Legal Certifications**

### **Associated Information:**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BURY AND PARTNERS FOR THE DESIGN OF RONALD REAGAN BLVD. WASTEWATER IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, this FY2011 Utility CIP project consists of the engineering design of Ronald Reagan Blvd. Wastewater Improvements; and

WHEREAS, the purpose of this project is to provide wastewater service to future development areas within the City; and

WHEREAS, Bury and Partners has extensive experience with the design of similar projects; and

WHEREAS, the City desires to negotiate a Professional Services Agreement with Bury and Partners, Inc. for the engineering design of the Ronald Reagan Blvd. Wastewater Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Council of Cedar Park hereby authorizes and directs the City Manager to negotiate and execute a Professional Services Agreement with Bury and Partners for the design of the Ronald Reagan Blvd. Wastewater Improvements. In accordance with Texas Government Code 2254 for Professional and Consulting Services, the City will attempt to negotiate with Bury and Partners a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with Bury and Partners, the City shall formally end negotiations and the City Manager shall be authorized to negotiate and execute a contract with the next most qualified firm according to the evaluation matrix.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

**Ronald Reagan Blvd. Wastewater Improvements  
Statement of Qualifications  
Evaluation Criteria**

<b>Criteria</b>	<b>Maximum Score</b>
The maximum score for sub-group(s) is the bold number The maximum criteria score is the non-bolded number	<b>100.0</b>
<b>1. Qualifications and Availability:</b>	<b>10.0</b>
General information provided? Contacts, office location, numbers/emails	2.0
Did firm provide how they will communicate with the City? Who will be primary contact?	2.0
Is the firm/team available and did they show a level of commitment to the project?	2.0
Did they provide a narrative illustrating their expertise and any unique qualifications?	4.0
<b>2. Proposed Staff:</b>	<b>30.0</b>
Did they provide an Organizational Chart for personnel that will be working on this project?	2.0
Did they provide the names and roles of the key personnel that will be working on this project?	2.0
Is staff engineer or project manager located locally?	2.0
Did they provide resumes for key personnel and indicate any that have experience on similar projects?	4.0
Does the primary design engineer have great depth of experience on similar projects of type, scope and complexity?	5.0
Did they provide staffing size by area of expertise?	1.0
Did they provide the current workload of the prime firm?	1.0
Did they provide staff availability to perform services?	1.0
Does the Project Manager have experience with similar size projects.	4.0
Do the sub consultants have experience with similar size projects.	3.0
Does the staff/subconsultant have experience with easement acquisition similar projects of similar scope, size, and complexity?	5.0

<b>3. Project Experience:</b>	<b>30.0</b>	
Did the firm/team provide an overview and brief history of themselves and their sub-consultants?	2.0	
Did the firm/team provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?	7.0	
Does the proposed Project Manager have recent, within the last five (5) years, of experience providing these types of services?	9.0	
Are the projects presented equal or greater in complexity when compared with the proposed projects listed in scope and types of deliverables required?	9.0	
Are there previous project final costs listed?	1.0	
Are there Clients Listed?	1.0	
Is there a history provided of meeting project schedules	1.0	
<b>4. Project Approach</b>	<b>30.0</b>	
Did the consultants provide an explanation of how the project will be designed?	19.0	
Did the consultants provide knowledge of key areas of concern particular to the project? Construction of ww line at great depth. Pipe material selection based on depth and other factors. Alternative method for construction for depth or due to lake. Knowledge of depth of BCRUA large diameter waterline and impact providing service both sides. Other unique aspects.	10.0	
Was a project Schedule provided?	1.0	

**2011 Wastewater Improvements  
Statement of Qualifications  
Evaluation Criteria Summary**

<b>Firm</b>	<b>1. Qualification and Availability (10 pts)</b>	<b>2. Proposed Staff (30 pts)</b>	<b>3. Project Experience (30 pts)</b>	<b>4. Project Approach (30 pts)</b>	<b>Overall Score</b>	<b>Rank</b>
Bury+Partners, Inc.	9.5	29.0	27.7	27.2	<b>93.3</b>	1
Vickrey & Associates, Inc.	9.2	28.5	29.0	26.5	<b>93.2</b>	2
Freese and Nichols, Inc.	9.8	28.8	26.2	27.3	<b>92.2</b>	3
K Friese & Associates, Inc.	9.2	28.8	28.3	25.8	<b>92.2</b>	3
URS Corporation	9.7	28.7	27.3	25.8	<b>91.5</b>	5
Jones & Carter, Inc.	9.7	28.3	27.0	26.2	<b>91.2</b>	6
Kimley-Horn and Associates, Inc.	9.5	27.8	26.3	27.5	<b>91.2</b>	6
Klotz Associates Inc.	8.8	27.8	26.5	26.2	<b>89.3</b>	8
Lockwood, Andrews & Newnam, Inc.	9.0	28.3	27.0	24.8	<b>89.2</b>	9
CP&Y, Inc.	8.5	27.7	27.0	25.0	<b>88.2</b>	10
Cobb, Fendley & Associates, Inc.	9.5	26.8	25.2	26.0	<b>87.5</b>	11
Davis Engineering, Inc.	8.7	25.7	25.5	26.0	<b>85.8</b>	12
Allen Engineering Group, Inc.	8.7	27.0	23.5	24.7	<b>83.8</b>	13
Heil, Lee & Associates, Inc.	8.2	23.7	24.7	22.7	<b>79.2</b>	14



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:           Agenda Item No. E.1  
**First Reading And Public Hearing: No Items For Consideration.**

**Commentary:**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. F.0

**Discussion And Possible Action:**

**Commentary:**



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. F.1

**Consideration To Approve A Resolution Authorizing And Directing The City Manager To Execute A Contract With McCreary, Veselka, Bragg & Allen, P.C., Attorneys At Law For Collection Services For Delinquent Municipal Court Fines, Fees, Court Costs, Forfeited Bonds, And Restitution.**

### Commentary:

In recent years, the municipal court has experienced a noticeable decline in compliance with court orders. This non compliance applies to monetary collection as well as other remedial sanctions. This lack of compliance denies the City revenue as well as calls into question the court's effectiveness. Accordingly, staff recommends entering into a collections contract to increase collections and overall compliance.

Article 103.0031 of the Texas Code of Criminal Procedure provides that cities may enter into a contract with a private attorney or a public or private vendor for the provision of collection services for delinquent municipal court fines, fees, court costs, forfeited bonds, and restitution, and amounts in cases in which the accused failed to appear. The city may contract for these collection services when the items listed above are 60 days past due.

In entering into such a contract, Article 103.0031, CCP allows that the governing body of the municipality authorize the addition of a collection fee, to be paid by the defendant, in the amount of thirty percent on those delinquent items listed above.

Because the City will not be required to expend any funds upon entering into this contract, the competitive bid process was not required. However, staff made contact with four vendors in considering the appropriate selection. The selected vendor, McCreary, Veselka, Bragg and Allen, P.C. Attorneys at Law, contracts with numerous Texas municipalities to collect delinquent court fines and fees, and is extremely active and knowledgeable in the specialized procedures and laws that pertain to municipal court operations. Staff has received recommendations from numerous other municipal courts in Texas, indicating that MVBA has superior billing, reporting, and reconciling, and is very customer service oriented.

Accordingly, Staff is recommending the City execute a contract with McCreary, Veselka, Bragg and Allen, P.C., Attorneys at Law for these services.

**Fiscal Impact**

Account No.: Court Fines & Forfeitures, Court Technology Fund, Municipal Court Building  
Security Fund, Juvenile Case Manager Fund

**Budget**

Budget/Expended: \$0

**Associated Information:**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCCREARY, VESELKA, BRAGG AND ALLEN, P.C., ATTORNEYS AT LAW, FOR COLLECTION SERVICES REGARDING DELINQUENT MUNICIPAL COURT FINES, FEES, COURT COSTS, FORFEITED BONDS, RESTITUTION, AND AMOUNTS IN CASES IN WHICH THE ACCUSED FAILED TO APPEAR; AND AUTHORIZING THE ADDITION OF A COLLECTION FEE IN THE AMOUNT OF 30 PERCENT ON EACH ITEM DESCRIBED ABOVE, AND REFERRED TO MCCREARY, VESELKA, BRAGG AND ALLEN, P.C., FOR COLLECTION; PURSUANT TO TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Manager is hereby authorized and directed to execute a contract with McCreary, Veselka, Bragg and Allen, P.C. Attorneys at Law, for construction services related to delinquent Municipal Court fines, fees, and costs and amounts in cases in which the accused failed to appear; upon final approval of the City Attorney.

SECTION 2. The addition of a thirty percent collection fee, pursuant to the Texas Code of Criminal Procedure, Article 103.0031 is authorized.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

---

Charles W. Rowland, City Attorney

**CONTRACT FOR COLLECTION  
OF  
DELINQUENT MUNICIPAL COURT FINES AND FEES**

**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

THIS CONTRACT is made and entered into by and between the **CITY OF CEDAR PARK, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

**I.**

The City agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

**II.**

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

The City agrees to periodically provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium.

No specific number or dollar amount of citations that will be sent to MVBA is represented or guaranteed by the City. MVBA agrees to use their best efforts to collect those citations sent to MVBA by the City. MVBA agrees to skip trace those accounts where it is determined a good address is not known, to send written correspondence to defendants, and to contact defendants by telephone in an effort to have the defendant pay any fine and/or court costs due to the City. All contacts between MVBA staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. MVBA agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location. MVBA agrees to accept only payments in full unless otherwise authorized by the City.

All expenses in the collection process, including labor, postage, telephone, skip tracing, etc. shall be paid for by MVBA. MVBA is an independent contractor, and as such is not to be in any way considered an employee, agent, or representative of the City. MVBA agrees to constantly monitor their employees to insure all contacts with defendants are done in a professional and courteous approach.

**III.**

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants. Cashier's checks or money orders

received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, semi-monthly, all funds deposited into the MVBA Trust Account which pay the entire balance of a fines and fees account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected.

The City shall be responsible for the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

#### IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

#### V.

For the collection of Fines and Fees, the City agrees to remit to MVBA, for the collection services rendered, the following Fees:

1. For those Fines and Fees resulting from Unadjudicated Offenses that occurred before June 18, 2003, our fee is zero (0%) of the amount of fines and fees collected by the Court on those cases in which the data files are transmitted to MVBA by electronic media.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure on those cases in which the data files are transmitted to MVBA by electronic media.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or Fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no Fees shall be remitted to MVBA by the City.

All Fees due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The City shall remit to MVBA said Fees on a monthly basis by check.

**VI.**

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

**VII.**

The initial term of this contract is one year, beginning on the 1st day of March, 2011, and shall thereafter continue on a month-to-month basis. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written "Notice of Termination of Contract" at least thirty (30) days prior to the intended termination date.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

**VIII.**

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.  
Attention: Harvey M. Allen  
P.O. Box 1310  
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425.

All notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the following addresses:

City of Cedar Park  
Attention: April Christiansen, Court Administrator  
911 Quest Parkway  
Cedar Park, Texas 78613,

**AND,**

City of Cedar Park  
Attention Charles Rowland, City Attorney  
600 N. Bell Blvd.  
Cedar Park, TX 78613

**IX.**

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

**X.**

In consideration of the terms herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

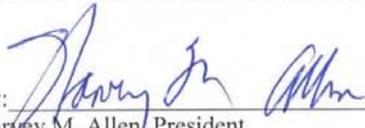
This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the \_\_\_\_ day of February, A.D. 2011.

**CITY OF CEDAR PARK, TEXAS**

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

**McCREARY, VESELKA, BRAGG & ALLEN, P.C.**

By:  \_\_\_\_\_  
Harvey M. Allen, President  
Attorney at Law



## CITY COUNCIL AGENDA

Date:2-10-2011

Subject: Agenda Item No. F.2

### **Consideration To Approve A Resolution Authorizing And Directing The Mayor To Execute Addendum 2 To The Central Texas Refuse Solid Waste Agreement Amending Appendix B "Rates For Residential And City Services".**

#### **Commentary:**

**Initiating Dept:** City Manager's Office

The City's residential solid waste agreement with Central Texas Refuse provides for an annual rate adjustment that is subject to the City Council's approval. The contract outlines a formula to be used in which the rate can either be increased or decreased. The annual rate adjustment cannot exceed a five percent increase per year. The following are the factors taken into consideration in the formula.

#### **Inflation Adjustment (55%)**

The inflation adjustment is based on the most recent December CPI-AA Urban Consumers, Unadjusted 12 months ended December, Item: All items. In December of 2009 the CPI was 215.949, in December 2010 this increased to 219.79. Using the formula this totaled a .81% rate increase.

#### **Fuel Adjustment (15%)**

The fuel adjustment is based on the price index by the DOE adjustment shall be based on the most recent price as of January 1<sup>st</sup> and change from the previous January 1<sup>st</sup> for Diesel Fuel (cents per Gallon), U.S. The price in 2011 is \$3.279 which was an increase of \$.529 from last year. Using the formula this totaled a 2.89% increase.

#### **Disposal Cost Adjustment (30%)**

The Disposal Cost Adjustment is based on the Contractor's most recent lowest contracted per-ton cost of disposal at a landfill as of January 1<sup>st</sup> and change from the previous lowest contracted per-ton cost of disposal at a landfill prior to most recent January 1<sup>st</sup>. The price in 2010 was \$23.00 and in 2011 it has increased to \$24.15. Using the formula this totaled a 1.5% increase.

Inflation Adjustment:	0.81%
Fuel Adjustment:	2.89%
<u>Disposal Cost Adjustment</u>	<u>1.50%</u>
<b>Total</b>	<b>5.20%</b>

Since the contract is capped at 5%, Central Texas Refuse is requesting a 5% increase in their rate for service. With a 5% increase the monthly rate would increase from \$13.86 to \$14.55 a month. Below shows a comparison of the current total rate and the proposed rate:

2010		2011	
Monthly Service:	\$13.86	Monthly Service:	\$14.55
Administrative Fee:	\$2.00	Administrative Fee:	\$2.00
<u>Cart Fee:</u>	<u>\$1.12</u>	<u>Cart Fee:</u>	<u>\$1.12</u>
Total:	\$16.98	Total:	\$17.67
<u>Sales Tax:</u>	<u>\$1.40</u>	<u>Sales Tax:</u>	<u>\$1.46</u>
<b>Grand Total:</b>	<b>\$18.38</b>	<b>Grand Total:</b>	<b>\$19.13</b>

Staff has reviewed the formula and the information provided by Central Texas Refuse and finds them to be accurate. Ralph Rocco of Central Texas Refuse will be at the City Council meeting to answer any questions.

**Assistant City Manager**

**Fiscal Impact**  
Account No.:

**Budget**  
Budget/Expended:

**Finance Director Review**

**Legal Certification**

Approved as to form and content:

Yes       No      **City Attorney**

**Associated Information:**

Addendum 2 Attached

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ADDENDUM 2 TO THE CENTRAL TEXAS REFUSE SOLID WASTE AGREEMENT AMENDING APPENDIX B "RATES FOR RESIDENTIAL AND CITY SERVICES"; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park, Texas and Central Texas Refuse entered into an agreement for residential and City solid waste services; and

WHEREAS, the agreement provides for an annual rate adjustment of up to 5%, pending approval of the City Council;

WHEREAS, Central Texas Refuse has requested an annual rate adjustment of 5% due to increases in inflation, fuel and disposal costs;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. Addendum 2 of the solid waste agreement between the City of Cedar Park and Central Texas Refuse approves the 5% increase in the monthly rate.

SECTION 2. That the Mayor is hereby authorized and directed to sign the attached License Agreement on behalf of the City of Cedar Park, Texas.

SECTION 3. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of February, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

\_\_\_\_\_  
Robert S. Lemon, Mayor

\_\_\_\_\_  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Charles W. Rowland, City Attorney

**ADDENDUM 2**

This Addendum 2 is to that Agreement approved by the City of Cedar Park on November 19, 2009 between the **CITY OF CEDAR PARK, TEXAS** and **CENTRAL TEXAS REFUSE, INC.**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Cedar Park, Texas and Central Texas Refuse, Inc. hereby agree as follows:

**APPENDIX B** entitled “**RATES FOR RESIDENTIAL AND CITY SERVICES**” is hereby deleted in its entirety and shall now read as follows:

**RATES FOR RESIDENTIAL AND CITY SERVICES**

Central Texas Refuse, Inc. Rate for Solid Waste Services:

Residential Service Unit	\$14.55 per month
City Services	\$ 0.00 per month

City of Cedar Park Administrative Fee:

Residential Service Unit	<u>\$ 2.00 per month</u>
--------------------------	--------------------------

**TOTAL RESIDENTIAL SERVICE UNIT FEE      \$16.55 per month**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

CITY OF CEDAR PARK:

Approved in Form and Content

\_\_\_\_\_  
Robert S. Lemon, Mayor  
City of Cedar Park

\_\_\_\_\_  
Charles W. Rowland, City Attorney  
City of Cedar Park

ATTEST:

\_\_\_\_\_  
LeAnn M. Quinn, TRMC, City Secretary  
City of Cedar Park

CONTRACTOR:

\_\_\_\_\_

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

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

Attest: \_\_\_\_\_



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. G.0  
**Executive Session:**



## **CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. G.1

**Section 551.071 (1)(A) And (2) Consultation With City Attorney Concerning Legal Matters Covered By The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas.**

**a. States Department Of Justice In Regards To Narcotics Investigation And Enforcement.**

**b. Concerning The Chapter 380 Economic Development Agreement Between City of Cedar Park And Cedar Park Land, LP Regarding Performance Of Contract Terms And Conditions.**

**c. Legal Issues Regarding Meet and Confer Requirements With The Cedar Park Fire Department.**

**d. Legal Issues Concerning The Suite Rental Agreement With Hicks Sports Group, LLC.**

**e. Legal Issues Concerning Creation Of An Emergency Services District in Travis County, being the North Rim Neighborhood. (Amendment)**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. G.2

**Section 51.072 Deliberation Concerning The Purchase, Exchange, Lease Or Value  
Of Real Property**

- a. Acquisition Of Properties For The Cottonwood Creek Trail (CR 185)  
And New Hope Drive Widening Project.**
- b. Purchase Of Real Property For Public Facilities. (Amendment)**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject: Agenda Item No. H.0

**Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:       Agenda Item No. H.1  
**Mayor And Council Closing Comments.**



**CITY COUNCIL AGENDA**

Date:2-10-2011

Subject:           Agenda Item No. H.2  
**Adjournment.**