



City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
Kris Whitfield, Mayor Pro-Tem, Place 6
Craig Morgan, Place 1
George White, Place 2
Joe Clifford, Place 3
Carlos T. Salinas, Place 4
John Moman, Place 5

Thursday, October 10, 2013

7:00 PM

City Council Chambers, 221 East Main St.

Regular Meeting

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [Consider proclaiming October 2013 as "White Cane Month" in the City of Round Rock.](#)

F. CONSENT AGENDA:

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

F.1 [Consider approval of the minutes for the September 26, 2013 City Council meeting.](#)

F.2 [Consider a resolution authorizing a property tax refund to Lawrence H. and Marjean A. Allen for 2012 taxes in the amount of \\$635.97.](#)

- F.3 [Consider a resolution authorizing a property tax refund to Stephen and Shanna Childers for 2012 taxes in the amount of \\$569.03.](#)
- F.4 [Consider a resolution authorizing a property tax refund to Loe E. and Emma J. Logan for 2012 taxes in the amount of \\$596.11.](#)
- F.5 [Consider a resolution authorizing a property tax refund to Don Bingham for 2012 taxes in the amount of \\$722.69.](#)
- F.6 [Consider a resolution authorizing a property tax refund to Rodney McNelley for 2012 taxes in the amount of \\$650.66.](#)
- F.7 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Region 14 Educational Service Center for cooperative purchasing.](#)
- F.8 [Consider a resolution authorizing the Mayor to execute a Vendor Agreement Extension with the Capital Area Council of Governments Area Agency on Aging regarding the Demand Response Bus Service.](#)

G. RESOLUTIONS:

- G.1 [Consider a resolution implementing Stage I mandatory water conservation regulations.](#)
- G.2 [Consider a resolution authorizing the Mayor to execute a Business Center Foundation Repair Agreement with Partners Remodeling, Restoration and Waterproofing.](#)
- G.3 [Consider a resolution nominating a representative for the Williamson Central Appraisal District Board of Directors.](#)
- G.4 [Consider a resolution adopting the Self-Funded Health Fund Budget for FY 2013-2014.](#)
- G.5 [Consider a resolution approving the budget and authorizing the expenditure of funds for capital repair work and capital improvements at the Convention Center Complex \(Dell Diamond\).](#)
- G.6 [Consider a resolution adopting an updated investment policy and strategy for the investment of City funds.](#)
- G.7 [Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with Unifirst Corporation for Uniform Rental and Laundry Services.](#)

H. ORDINANCES:

- H.1 [Consider an ordinance approving a change in the rates of Atmos Energy Corporation as a result of a settlement between Atmos and the Atmos Texas Municipalities \("ATM"\). \(First Reading\)\(Requires Two Readings\)](#)
- H.2 [Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances \(2010 Edition\) by establishing a 60-mph speed zone on a portion of RM 1431 from IH-35, west to the City limits. \(First Reading\)\(Requires Two Readings\)](#)

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

- J.1 [Consider executive session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding pending litigation, to wit: Round Rock Life Connection Church, Inc. et al v. The City of Round Rock.](#)
- J.2 [Consider executive session as authorized by §551.087 Government Code, to deliberate the offer of a financial or other incentive to D.M.A. Enterprises, Inc. to locate a facility in the City.](#)

K. ADJOURNMENT

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

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

*§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations*

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on this 4th day of October 2013 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

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



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming October 2013 as "White Cane Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director:

Cost:

Indexes:

Attachments:

Text of Legislative File 13-756

WHEREAS, the white cane and dog guide are tools that are key to greater mobility and independence for the blind and visually impaired; and

WHEREAS, for the sighted, the white cane and the dog guide are reminders to respond with respect and courtesy to individuals using them; and

WHEREAS, for all of us, they are reminders of our commitment to removing barriers both physical and attitudinal, that prevent people who are blind from reaching their full potential; and

WHEREAS, White Cane Days promote awareness of the independence and contributions that blind individuals make to the social and economic life of our community; and

WHEREAS, in 1963, the National Federation of the Blind called upon the governors of the 50 states to recognize White Cane Day each year; and

WHEREAS, in October of 1964, a joint resolution of Congress authorized the President of the United States to annually proclaim October 15th as "White Cane Safety Day";

NOW THEREFORE, I, ALAN McGRAW, Mayor of the City of Round Rock, Texas, do hereby proclaim October 2013 as

"WHITE CANE MONTH"

in the City of Round Rock, and I furthermore commend the Round Rock Noon Lions for their endeavor to raise awareness and financial support for programs enabling the visually challenged to live more independent, self-sufficient and dignified lives.

PROCLAIMED this 10th day of October 2013.



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the September 26, 2013 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 092613 DRAFT Minutes

Text of Legislative File 13-805

DRAFT MINUTES
City of Round Rock
Regular City Council Meeting
Thursday, September 26, 2013

The Round Rock City Council met in Regular Session on Thursday, September 26, 2013, in the City Council Chamber, 221 E. Main Street.

[CALL REGULAR SESSION TO ORDER - 7:00 P.M.](#)

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

[ROLL CALL](#)

Those members present were Mayor Alan McGraw, Councilmember Craig Morgan, Councilmember George White, Councilmember Joe Clifford, Councilmember Carlos T. Salinas, Councilmember John Moman, and Mayor Pro-Tem Kris Whitfield. Also present were Steve Norwood, City Manager, Steve Sheets, City Attorney, Assistant City Manager Laurie Hadley, and Assistant City Manager Bryan Williams. None was absent from this meeting.

[PLEDGES OF ALLEGIANCE](#)

Mayor McGraw led the following Pledges of Allegiance:

United States
Texas

[CITIZEN COMMUNICATION](#)

There were no citizens wishing to speak during citizen communication.

[PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:](#)

[E.1 Consider proclaiming September 28, 2013 as Public Safety Awareness Day in the City of Round Rock.](#)

Bill Crisp and Police Chief Tim Ryle spoke and accepted the proclamation.

E.2 Consider a presentation from Williamson County regarding election vote centers and the new Voter ID requirements in the State of Texas.

Williamson County Commissioner Birkman, Commissioner Covey, and Elections Administrator Jason Barnett made the presentation.

E.3 Consider a presentation regarding an update on the condition of the City's water supply, usage, and current and future water conservation plans.

Michael Thane, Utilities Director, made the staff presentation.

CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and were enacted by one motion. There was no separate discussion of these items and no items were removed from the consent agenda and considered separately.

F.1 Consider the approval of the minutes for the September 5, 2013 Special Called and September 12, 2013 Regular City Council meetings.

F.2 Consider a resolution authorizing the Mayor to execute an Election Agreement with Travis County.

F.3 Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Community Development Block Grant Agreement between City of Round Rock and Hope Alliance.

MOTION: Councilmember Craig Morgan moved to approve the consent agenda. Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas
 Councilmember George White
 Mayor Pro-Tem Kris Whitfield
 Mayor Alan McGraw

 Nays: None

 Absent: None

ACTION: The motion carried unanimously.

ORDINANCES:

[G.1 Consider public testimony regarding, and an ordinance adopting the FY 2013-2014](#)

[Operating Budget for the City of Round Rock. \(Second Reading\)](#)

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ROUND ROCK, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, DIRECTING THE CITY CLERK TO FILE A TRUE COPY OF THE BUDGET WITH THE COUNTY CLERKS OF WILLIAMSON AND TRAVIS COUNTIES, TEXAS.

Cheryl Delaney, Finance Director, made the staff presentation.

Mayor McGraw opened the public hearing.

Ricky Vernais, 3917 Lord Byron Circle, thanked the Council for what they've done.

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

MOTION: Mayor Pro-Tem Kris Whitfield moved to adopt the ordinance. Councilmember George White seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas

Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None

Absent: None

ACTION: The motion carried unanimously.

[G.2 Consider an ordinance adopting the 2013 Property Tax Rate for the City of Round Rock. \(Second Reading\)](#)

ORDINANCE NO. _____

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ROUND ROCK, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE YEAR 2013.

Cheryl Delaney, Finance Director, made the staff presentation. Mayor McGraw opened the public hearing. There being no testimony, the public hearing was closed.

MOTION: Councilmember Carlos T. Salinas moved to adopt the ordinance. Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None

Absent: None

ACTION: The motion carried unanimously.

RESOLUTIONS:

[H.1 Consider a resolution approving the FY 2013-2014 Public, Education, and Government Access Channels Fund Budget.](#)

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Councilmember Joe Clifford moved to approve the resolution. Councilmember Craig Morgan seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas
 Councilmember George White
 Mayor Pro-Tem Kris Whitfield
 Mayor Alan McGraw

 Nays: None
 Absent: None

ACTION: The motion carried unanimously.

[H.2 Consider a resolution approving the FY 2013-2014 Tree Fund Budget.](#)

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Councilmember Carlos T. Salinas moved to approve the resolution.
Councilmember George White seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas
 Councilmember George White
 Mayor Pro-Tem Kris Whitfield
 Mayor Alan McGraw

 Nays: None
 Absent: None

ACTION: The motion carried unanimously.

[H.3 Consider a resolution approving the FY 2013-2014 Library Fund Budget.](#)

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Councilmember Craig Morgan moved to approve the resolution.

Councilmember Joe Clifford seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas
 Councilmember George White
 Mayor Pro-Tem Kris Whitfield
 Mayor Alan McGraw

 Nays: None
 Absent: None

ACTION: The motion carried unanimously.

[H.4 Consider a resolution approving the FY 2013-2014 Municipal Court Fund Budget.](#)

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Councilmember George White moved to approve the resolution.

Councilmember Craig Morgan seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas
 Councilmember George White
 Mayor Pro-Tem Kris Whitfield
 Mayor Alan McGraw

 Nays: None
 Absent: None

ACTION: The motion carried unanimously.

H.5 Consider a resolution approving the FY 2013-2014 Forest Creek Golf Course Budget.

Cheryl Delaney, Finance Director, made the staff presentation.

MOTION: Mayor Pro-Tem Kris Whitfield moved to approve the resolution.

Councilmember John Moman seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None

Absent: None

ACTION: The motion carried unanimously.

H.6 Consider a resolution authorizing the Mayor to execute Amendment No. 4 to Master Service Agreement No. MSA-819919 with Aetna Life Insurance Company for health insurance benefits.

Valerie Francois, Human Resources Director, made the staff presentation.

MOTION: Councilmember John Moman moved to approve the resolution.

Councilmember Joe Clifford seconded the motion.

VOTE:

Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas

Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None

Absent: None

ACTION: The motion carried unanimously.

[H.7 Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 5 with Chasco Constructors for the Round Rock Sports Center Project.](#)

Chad McDowell, General Services Director, made the staff presentation.

MOTION: Councilmember Craig Morgan moved to approve the resolution.

Councilmember John Moman seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
Councilmember John Moman
Councilmember Joe Clifford
Councilmember Carlos T. Salinas
Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None

Absent: None

ACTION: The motion carried unanimously.

[H.8 Consider a resolution rejecting all bids submitted for the Bowman Road Culvert Rehab Project.](#)

Michael Thane, Utilities Director, made the staff presentation.

MOTION: Councilmember Joe Clifford moved to approve on first reading the resolution.

Mayor Pro-Tem Kris Whitfield seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas
 Councilmember George White
 Mayor Pro-Tem Kris Whitfield
 Mayor Alan McGraw

 Nays: None

 Absent: None

ACTION: The motion carried unanimously.

[H.9 Consider a resolution authorizing the City Manager to issue a Purchase Order to Ramming Paving Company for the emergency storm sewer repair work on Gattis School Road.](#)

Gary Hudder, Transportation Director, made the staff presentation.

MOTION: Councilmember Carlos T. Salinas moved to approve the resolution.

Councilmember John Moman seconded the motion.

VOTE: Ayes: Councilmember Craig Morgan
 Councilmember John Moman
 Councilmember Joe Clifford
 Councilmember Carlos T. Salinas
 Councilmember George White
 Mayor Pro-Tem Kris Whitfield
 Mayor Alan McGraw

 Nays: None

 Absent: None

ACTION: The motion carried unanimously.

Councilmember George White
Mayor Pro-Tem Kris Whitfield
Mayor Alan McGraw

Nays: None

Absent: None

ACTION: The motion carried unanimously.

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION

J.1 Consider Executive Session as authorized by §551.071, Texas Local Government Code, regarding consultation with City Attorney related to pending litigation, to wit: Pending litigation with Union Pacific Railroad.

The Council recessed into executive session. Mayor McGraw called the session to order at 8:22 p.m. and adjourned it at 8:56 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:56 p.m.

Respectfully Submitted,

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing a property tax refund to Lawrence H. and Marjean A. Allen for 2012 taxes in the amount of \$635.97.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$635.97

Indexes: General Debt Service Fund

Attachments: Resolution, Allen Tax Refund

Text of Legislative File 13-773

Item Summary:

State law requires that property tax refunds in excess of \$500 be approved by the governing body. This refund is the result of a 100% disabled veteran exemption granted by the Williamson Central Appraisal District reducing the taxable value on the 2012 tax roll.

Cost: \$635.97

Source of Funds: *General Debt Service Fund*

Staff recommends approval.

RESOLUTION NO. R-13-10-10-___

WHEREAS, the City of Round Rock is mandated by V.T.C.A., Tax Code §31.11 to refund, upon taxpayer application to the tax collector of its taxing unit and upon verification by the auditor of its taxing unit, any overpayment or erroneous payment of taxes; and

WHEREAS, if such amount exceeds \$500.00, then the governing body of the taxing unit must also determine that the payment was erroneous or excessive and must approve the refund, Now Therefore

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

That the following named taxpayers, Lawrence H. and Marjean A. Allen have made an overpayment or erroneous payment of 2012 taxes in the amount of \$635.97; that such amount is in excess of \$500.00; that such overpayment or erroneous payment has been verified by the Tax Collector; and that application for refund has been made to the Tax Collector by said taxpayers.

The Council further finds and makes a determination that the payment was erroneous or excessive; and further approves such refund in the amount of \$635.97.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

09/09/2013 15:07:21
TN536 SELECTION SEQUENCE 1476645
CITY OF ROUND ROCK
REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 09/09/2013 TO: 09/09/2013

PAGE: 1
MINIMUM DOLLAR AMOUNT: \$0

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
3376-000I-0013			2012	2	HONEYCUTT, RUFUS LEE & MARGA TL	R349929		RF130909	20130909	21593694	DA	50.45	
					CHECK PAYEE:HONEYCUTT, RUFUS LEE & MARGARET MAR		BENT TREE SEC 2, BLOCK I, LOT 13			CHECK TOTAL:		50.45	
					3009 CEDAR ELM LN								
					ROUND ROCK TX786812214								
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3625-000D-0018			2012	2	DESMOND, LOUIS F & MARY L	R061985	TL	212172849	09/09/2013	21707210	DA	92.47	
					CHECK PAYEE:DESMOND, LOUIS F & MARY L		CREEKBEND SEC 1, BLOCK D, LOT 18			CHECK TOTAL:		92.47	
					2408 CREEK BEND CIR								
					ROUND ROCK TX786811845								
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3715-000E-0010			2012	2	CHILDERS, STEPHEN & SHANNA	R390243	TL	212209103	09/09/2013	21700574	DA	569.03	
					CHECK PAYEE:CHILDERS, STEPHEN & SHANNA		EAGLE RIDGE SEC 11B, BLOCK E, LOT			CHECK TOTAL:		569.03	
					3719 CHEYENNE ST								
					ROUND ROCK TX78665								
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3723-000A-0004			2012	2	ALLEN, LAWRENCE H & MARJEAN	R467602	TL	212168981	09/09/2013	22544722	DA	635.97	
					CHECK PAYEE:ALLEN, LAWRENCE H & MARJEAN A		S8828 - EAGLE RIDGE SEC 14 PH 2, B			CHECK TOTAL:		635.97	
					3520 LONGHORN TRL		A, LOT 4						
					ROUND ROCK TX78665								
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3780-0011-0017			2012	2	JERMAN, CHRIS W & BARBARA	R062562	TL	212167329	09/09/2013	21707210	DA	92.48	
					CHECK PAYEE:JERMAN, CHRIS W & BARBARA		EGGER'S ACRES UNIT 3A, BLOCK 11, L			CHECK TOTAL:		92.48	
					512 DENNIS DR								
					ROUND ROCK TX78664								
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3969-000B-0002			2012	2	DAVILA, NICOLAS O & IRMA & R	R049518	TL	212212903	09/09/2013	21700574	DA	92.47	
					CHECK PAYEE:DAVILA, NICOLAS O & IRMA & ROSEMARI		GREENLAWN PLACE, BLOCK B, LOT 2			CHECK TOTAL:		92.47	
					1805 WHIRLWIND TRL								
					ROUND ROCK TX786647063								
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
4139-000M-0011			2012	2	CLAPP, WAYNE G & FERNE E	R317674	TL	212192864	09/09/2013	21891921	DA	92.48	
					CHECK PAYEE:CLAPP, WAYNE G & FERNE E		INDIAN RIDGE SEC 1A, BLOCK M, LOT			CHECK TOTAL:		92.48	
					1310 SOLITAIRE ST								
					ROUND ROCK TX786651108								
TOTAL AMOUNT DUE FOR ACCOUNT												.00	

Roll Corrections Report

WILLIAMSON COUNTY

Tax Year: 2012 Sorted by: Property ID As of: Supplement 11 Taxing Units: CRR, M15, SRR
Appraisal

IDs and Owner Information	Property Description	Current Values		Prior Values	Gain/Loss
PID: R-16-3715-000E-0010 QID: R390243	EAGLE RIDGE SEC 11B, BLOCK E, LOT 10	Land HS	30,600	30,600	
		Imp HS	116,771	116,771	
		CRR Assessed	147,371	147,371	0
		Taxable	0	135,371	-135,371
CHILDERS, STEPHEN & SHANNA 3719 CHEYENNE ST ROUND ROCK, TX 78665 Owner ID: 00342902	Situs: 3719 CHEYENNE ST Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: HS, DVM Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: SO; ADDED DVX FOR STEPHEN CHILDERS FOR 2012, DD 4/12/05, APP DT 7/16/13, DV EFF DT 8/18/11	SRR Assessed	147,371	147,371	0
		Taxable	0	120,371	-120,371
		01 1661.12 02 569.03			
PID: R-16-3723-000A-0004 QID: R467602	S8828 - EAGLE RIDGE SEC 14 PH 2, BLOCK A, Lot 4	Land HS	30,600	30,600	
		Imp HS	142,696	142,696	
		CRR Assessed	173,296	173,296	0
		Taxable	0	151,296	-151,296
ALLEN, LAWRENCE H & MARJEAN A 3520 LONGHORN TRL ROUND ROCK, TX 78665 Owner ID: 00444603	Situs: 3520 LONGHORN TRL Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: OA, HS, DVX Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: ELM ADDED DVX FOR 12 FOR L ALLEN APP DT 5/28/13 DD 3/10/11	SRR Assessed	173,296	173,296	0
		Taxable	0	148,296	-148,296
		01 2,046.48 02 635.97			
PID: R-16-3780-0011-0017 QID: R062562 * Owner Removed	EGGER'S ACRES UNIT 3A, BLOCK 11, LOT 17	Land HS	0	27,100	
		Imp HS	0	87,795	
		CRR Assessed	0	114,895	-114,895
		Taxable	0	114,895	-114,895
TILL ELIZABETH & GARY WHITE TTES 2711 PONCE AVE BELMONT, CA 94002-1542 Owner ID: 00365763	Situs: 512 DENNIS DR Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: HKB; ADDED OA FOR 12 - 13 FOR C JERMAN, DD 8/8/12, DOB 12/30/38, APP DT 8/8/13	SRR Assessed	0	114,895	-114,895
		Taxable	0	114,895	-114,895



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing a property tax refund to Stephen and Shanna Childers for 2012 taxes in the amount of \$569.03.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$569.03

Indexes: General Debt Service Fund

Attachments: Resolution, Childers Tax Refund

Text of Legislative File 13-774

Item Summary:

State law requires that property tax refunds in excess of \$500 be approved by the governing body. This refund is the result of a 100% disabled veteran exemption granted by the Williamson Central Appraisal District reducing the taxable value on the 2012 tax roll.

Cost: \$569.03

Source of Funds: General Debt Service Fund

Staff recommends approval.

RESOLUTION NO. R-13-10-10-___

WHEREAS, the City of Round Rock is mandated by V.T.C.A., Tax Code §31.11 to refund, upon taxpayer application to the tax collector of its taxing unit and upon verification by the auditor of its taxing unit, any overpayment or erroneous payment of taxes; and

WHEREAS, if such amount exceeds \$500.00, then the governing body of the taxing unit must also determine that the payment was erroneous or excessive and must approve the refund, Now Therefore

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

That the following named taxpayers, Stephen and Shanna Childers have made an overpayment or erroneous payment of 2012 taxes in the amount of \$569.03; that such amount is in excess of \$500.00; that such overpayment or erroneous payment has been verified by the Tax Collector; and that application for refund has been made to the Tax Collector by said taxpayers.

The Council further finds and makes a determination that the payment was erroneous or excessive; and further approves such refund in the amount of \$569.03.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

09/09/2013 15:07:21
TN536 SELECTION SEQUENCE 1476645
CITY OF ROUND ROCK
REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 09/09/2013 TO: 09/09/2013

PAGE: 1
MINIMUM DOLLAR AMOUNT: \$0

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
3376-000I-0013			2012	2	HONEYCUTT, RUFUS LEE & MARGA TL	R349929		RF130909	20130909				
CHECK PAYEE: HONEYCUTT, RUFUS LEE & MARGARET MAR BENT TREE SEC 2, BLOCK 1, LOT 13													
3009 CEDAR ELM LN												50.45	
ROUND ROCK TX786812214												50.45	
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3625-000D-0018			2012	2	DESMOND, LOUIS F & MARY L	R061985		RF130909	20130909				
CHECK PAYEE: DESMOND, LOUIS F & MARY L CREEKBEND SEC 1, BLOCK D, LOT 18													
2408 CREEK BEND CIR												92.47	
ROUND ROCK TX786811845												92.47	
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3715-000E-0010			2012	2	CHILDERS, STEPHEN & SHANNA	R390243		RF130909	20130909				
CHECK PAYEE: CHILDERS, STEPHEN & SHANNA EAGLE RIDGE SEC 11B, BLOCK E, LOT													
3719 CHEYENNE ST												569.03	
ROUND ROCK TX78665												569.03	
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3723-000A-0004			2012	2	ALLEN, LAWRENCE H & MARJEAN	R467602		RF130909	20130909				
CHECK PAYEE: ALLEN, LAWRENCE H & MARJEAN A S8828 - EAGLE RIDGE SEC 14 PH 2, B													
3520 LONGHORN TRL												635.97	
ROUND ROCK TX78665												635.97	
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3780-0011-0017			2012	2	JERMAN, CHRIS W & BARBARA	R062562		RF130909	20130909				
CHECK PAYEE: JERMAN, CHRIS W & BARBARA EGGER'S ACRES UNIT 3A, BLOCK 11, L													
512 DENNIS DR												92.48	
ROUND ROCK TX78664												92.48	
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
3969-000B-0002			2012	2	DAVILA, NICOLAS O & IRMA & R TL	R049518		RF130909	20130909				
CHECK PAYEE: DAVILA, NICOLAS O & IRMA & ROSEMARY GREENLAWN PLACE, BLOCK B, LOT 2													
1805 WHIRLWIND TRL												92.47	
ROUND ROCK TX786647063												92.47	
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
4139-000M-0011			2012	2	CLAPP, WAYNE G & FERNE E	R317674		RF130909	20130909				
CHECK PAYEE: CLAPP, WAYNE G & FERNE E INDIAN RIDGE SEC 1A, BLOCK M, LOT													
1310 SOLITAIRE ST												92.48	
ROUND ROCK TX786651108												92.48	
TOTAL AMOUNT DUE FOR ACCOUNT												.00	

Roll Corrections Report

WILLIAMSON COUNTY

Tax Year: 2012 Sorted by: Property ID As of: Supplement 11 Taxing Units: CRR, M15, SRR

Appraisal

IDs and Owner Information	Property Description	Current Values		Prior Values	Gain/Loss
PID: R-16-3715-000E-0010 QID: R390243	EAGLE RIDGE SEC 11B, BLOCK E, LOT 10	Land HS	30,600	30,600	
		Imp HS	116,771	116,771	
		CRR Assessed	147,371	147,371	0
		Taxable	0	135,371	-135,371
CHILDERS, STEPHEN & SHANNA 3719 CHEYENNE ST ROUND ROCK, TX 78665	Situs: 3719 CHEYENNE ST Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: HS, DVM Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: SO; ADDED DVX FOR STEPHEN CHILDERS FOR 2012, DD 4/12/05, APP DT 7/16/13, DV EFF DT 8/18/11	SRR Assessed	147,371	147,371	0
		Taxable	0	120,371	-120,371
Owner ID: O0342902			01 1661.12	02 569.03	
PID: R-16-3723-000A-0004 QID: R467602	S8828 - EAGLE RIDGE SEC 14 PH 2, BLOCK A, Lot 4	Land HS	30,600	30,600	
		Imp HS	142,696	142,696	
		CRR Assessed	173,296	173,296	0
		Taxable	0	151,296	-151,296
ALLEN, LAWRENCE H & MARJEAN A 3520 LONGHORN TRL ROUND ROCK, TX 78665	Situs: 3520 LONGHORN TRL Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: OA, HS, DVX Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: ELM ADDED DVX FOR 12 FOR L ALLEN APP DT 5/28/13 DD 3/10/11	SRR Assessed	173,296	173,296	0
		Taxable	0	148,296	-148,296
Owner ID: O0444603			01 2,046.48	02 635.97	
PID: R-16-3780-0011-0017 QID: R062562	EGGER'S ACRES UNIT 3A, BLOCK 11, LOT 17	Land HS	0	27,100	
		Imp HS	0	87,795	
* Owner Removed		CRR Assessed	0	114,895	-114,895
		Taxable	0	114,895	-114,895
TILL ELIZABETH & GARY WHITE TTES 2711 PONCE AVE BELMONT, CA 94002-1542	Situs: 512 DENNIS DR Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: HKB; ADDED OA FOR 12 - 13 FOR C JERMAN, DD 8/8/12, DOB 12/30/38, APP DT 8/8/13	SRR Assessed	0	114,895	-114,895
		Taxable	0	114,895	-114,895
Owner ID: O0365763					



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing a property tax refund to Loe E. and Emma J. Logan for 2012 taxes in the amount of \$596.11.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$596.11

Indexes: General Debt Service Fund

Attachments: Resolution, Logan Tax Refund

Text of Legislative File 13-775

Item Summary:

State law requires that property tax refunds in excess of \$500 be approved by the governing body. This refund is the result of a 100% disabled veteran exemption granted by the Williamson Central Appraisal District reducing the taxable value on the 2012 tax roll.

Cost: \$596.11

Source of Funds: General Debt Service Fund

Staff recommends approval.

RESOLUTION NO. R-13-10-10-___

WHEREAS, the City of Round Rock is mandated by V.T.C.A., Tax Code §31.11 to refund, upon taxpayer application to the tax collector of its taxing unit and upon verification by the auditor of its taxing unit, any overpayment or erroneous payment of taxes; and

WHEREAS, if such amount exceeds \$500.00, then the governing body of the taxing unit must also determine that the payment was erroneous or excessive and must approve the refund, Now
Therefore

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

That the following named taxpayers, Loe E. and Emma J. Logan have made an overpayment or erroneous payment of 2012 taxes in the amount of \$596.11; that such amount is in excess of \$500.00; that such overpayment or erroneous payment has been verified by the Tax Collector; and that application for refund has been made to the Tax Collector by said taxpayers.

The Council further finds and makes a determination that the payment was erroneous or excessive; and further approves such refund in the amount of \$596.11

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

09/09/2013 15:07:21

TN536

SELECTION SEQUENCE 1476645

CITY OF ROUND ROCK

REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 09/09/2013 TO: 09/09/2013

PAGE: 2

MINIMUM DOLLAR AMOUNT: \$0

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
UNP TOT YEAR UNIT OWNER NAME	REC TYPE	RECEIPT						
4320-000A-0020	R390634	RF130909	20130909					
2012 2 SMITH, TROY ANTHONY & MIRIAM TL	212214309	09/09/2013	21961747	DA		12.61		
CHECK PAYEE:SMITH, TROY ANTHONY & MIRIAM CRENSH	LAKESIDE SUB SEC 1, BLOCK A, LOT 2	CHECK TOTAL:				12.61		
3506 SANDY BROOK DR								
ROUND ROCK TX78664								
TOTAL AMOUNT DUE FOR ACCOUNT							.00	
4592-000M-0073	R067277	RF130909	20130909					
2012 2 CUMMINGS, ROBERT L & ALICE J TL	212215817	09/09/2013	21707217	DA		31.53		
CHECK PAYEE:CUMMINGS, ROBERT L & ALICE J FLOWER	MESA RIDGE SEC 6 PHASE 2, BLOCK M, CHECK TOTAL:					31.53		
1402 BELLMAR DR	73							
ROUND ROCK TX786643332								
TOTAL AMOUNT DUE FOR ACCOUNT							.00	
4606-000A-0037	R484100	RF130909	20130909					
2012 2 MARTIN, BRYCE & JESSICA	TL 212184896	09/09/2013	21707217	DA		42.04		
CHECK PAYEE:MARTIN, BRYCE & JESSICA	S9312 - LEGENDS VILLAGE SEC 2 PH 1	CHECK TOTAL:				42.04		
1068 REGENCY LN	BLOCK A, LOT 37							
ROUND ROCK TX786654042								
TOTAL AMOUNT DUE FOR ACCOUNT							.00	
4818-000J-0036	R302481	RF130909	20130909					
2012 2 HOLT, RICHARD O	TL 212167931	09/09/2013	21961844	DA		12.61		
CHECK PAYEE:HOLT, RICHARD O	OAKCREEK SEC 1, BLOCK J, LOT 36, A	CHECK TOTAL:				12.61		
1010 BLUE BIRD CT	.171							
ROUND ROCK TX78681								
TOTAL AMOUNT DUE FOR ACCOUNT							.00	
4821-000B-0012	R087517	RF130909	20130909					
2012 2 RODDEY, JOHN F & JUANA P	TL 212182096	09/09/2013	21700574	DA		121.90		
CHECK PAYEE:RODDEY, JOHN F & JUANA P	OAKLANDS THE SEC 1-A, BLOCK B, LOT	CHECK TOTAL:				121.90		
1903 SPRING HOLLOW PATH								
ROUND ROCK TX786814052								
TOTAL AMOUNT DUE FOR ACCOUNT							.00	
5041-000D-0017	R439880	RF130909	20130909					
2012 2 LOGAN, LOE E & EMMA J	TL 212221699	09/09/2013	22028420	DA		596.11		
CHECK PAYEE:LOGAN, LOE E & EMMA J	RHODES SEC 1, BLOCK D, LOT 17	CHECK TOTAL:				596.11		
2005 KASS CV								
ROUND ROCK TX786643463								
TOTAL AMOUNT DUE FOR ACCOUNT							.00	
5054-000H-0020	R361594	RF130909	20130909					
2012 2 CAMPBELL, FRANK J & BETTY A	TL 212184219	09/09/2013	22780602	DA		108.61		
CHECK PAYEE:CAMPBELL, FRANK J & BETTY A REMY-CA	REMINGTON HEIGHTS PH 1 SEC A, BLOC	CHECK TOTAL:				108.61		
1519 THIBODEAUX DR	LOT 20							
ROUND ROCK TX786647209								
TOTAL AMOUNT DUE FOR ACCOUNT							.00	

Roll Corrections Report

WILLIAMSON COUNTY

Tax Year: 2012 Sorted by: Property ID As of: Supplement 11 Taxing Units: CRR, M15, SRR

Appraisal

IDs and Owner Information	Property Description	Current Values		Prior Values	Gain/Loss
PID: R-16-5041-000D-0017 QID: R439880	RHODES SEC 1, BLOCK D, LOT 17	Land HS	27,900	27,900	
		Imp HS	116,912	116,912	
		CRR Assessed	144,812	144,812	0
		Taxable	0	141,812	-141,812
LOGAN, LOE E & EMMA J 2005 KASS CV ROUND ROCK, TX 78664-3463 Owner ID: O484221	Situs: 2005 KASS CV Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: DP, HS, DVX Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: JRN;REINSTATED DVX FOR 12 & 13 FOR L LOGAN PER CURRENT VA LTR REC'D 8/20/13	SRR Assessed	144,812	144,812	0
		Taxable	0	116,812	-116,812
		*** DP FRZ: Amount \$1489.20; Year 2007; EffDate 01/01/2006 ***			
		01	1,489.20	02	596.11
PID: R-16-5047-000A-0001 QID: R457874	S8693 - RAINBOW PARKE, BLOCK A, Lot 1	Land HS	29,800	29,800	
		Imp HS	133,380	133,380	
		CRR Assessed	163,180	163,180	0
		Taxable	163,180	163,180	0
THORNTON, TONY AUGUSTUS 1201 RAINBOW PARKE DR ROUND ROCK, TX 78665 Owner ID: O0443366	Situs: 1201 RAINBOW PARKE DR Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: HS Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: ELM ADDED HS FOR 12 FOR THORNTON DD 2/1/11 APP DT 8/27/13	SRR Assessed	163,180	163,180	0
		Taxable	148,180	163,180	-15,000
		01	207.00		
PID: R-16-5054-000H-0020 QID: R361594	REMINGTON HEIGHTS PH 1 SEC A, BLOCK H, LOT 20	Land HS	25,700	25,700	
		Imp HS	111,651	111,651	
		CRR Assessed	137,351	137,351	0
		Taxable	0	103,351	-103,351
CAMPBELL, FRANK J & BETTY A REM 1519 THIBODEAUX DR ROUND ROCK, TX 78664-7209 Owner ID: O471590	Situs: 1519 THIBODEAUX DR Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: OA, HS, DVM Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: MF ADDED DVX FOR 2012 & 2013 FOR F.CAMPBELL;DD 9/23/98;APP DT. 8/28/13; DV EFF DT 8/29/11	SRR Assessed	137,351	137,351	0
		Taxable	0	100,351	-100,351
		*** OA FRZ: Amount \$1187.60; Year 2007; EffDate 01/01/2004 ***			
		01	1,187.60	02	434.44



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution authorizing a property tax refund to Don Bingham for 2012 taxes in the amount of \$722.69.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$722.69

Indexes: General Debt Service Fund

Attachments: Resolution, Bingham Tax Refund

Text of Legislative File 13-777

Item Summary:

State law requires that property tax refunds in excess of \$500 be approved by the governing body. This refund is the result of a 100% disabled veteran exemption granted by the Williamson Central Appraisal District reducing the taxable value on the 2012 tax roll.

Cost: \$722.69

Source of Funds: General Debt Service Fund

Staff recommends approval.

RESOLUTION NO. R-13-10-10-___

WHEREAS, the City of Round Rock is mandated by V.T.C.A., Tax Code §31.11 to refund, upon taxpayer application to the tax collector of its taxing unit and upon verification by the auditor of its taxing unit, any overpayment or erroneous payment of taxes; and

WHEREAS, if such amount exceeds \$500.00, then the governing body of the taxing unit must also determine that the payment was erroneous or excessive and must approve the refund, Now Therefore

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

That the following named taxpayer, Don Bingham has made an overpayment or erroneous payment of 2012 taxes in the amount of \$722.69; that such amount is in excess of \$500.00; that such overpayment or erroneous payment has been verified by the Tax Collector; and that application for refund has been made to the Tax Collector by said taxpayers.

The Council further finds and makes a determination that the payment was erroneous or excessive; and further approves such refund in the amount of \$722.69.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

09/09/2013 15:07:21

TN536

SELECTION SEQUENCE 1476645

CITY OF ROUND ROCK

REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 09/09/2013 TO: 09/09/2013

PAGE: 3

MINIMUM DOLLAR AMOUNT: \$0

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT	DEPOSIT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
							REC TYPE	RECEIPT					
5054-000H-0020			2012	2	CAMPBELL, FRANK J & BETTY A	R361594	TL	RF130909	20130909				
CHECK PAYEE: CAMPBELL, FRANK J & BETTY A REMY-CA							212184219	09/09/2013		23327609	DA	108.61	
1519 THIBODEAUX DR							REMINGTON HEIGHTS PH 1 SEC A, BLOC CHECK TOTAL:					108.61	
ROUND ROCK TX786647209							LOT 20						
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
5054-000H-0020			2012	2	CAMPBELL, FRANK J & BETTY A	R361594	TL	RF130909	20130909				
CHECK PAYEE: CAMPBELL, FRANK J & BETTY A REMY-CA							212184219	09/09/2013		23514712	DA	108.61	
1519 THIBODEAUX DR							REMINGTON HEIGHTS PH 1 SEC A, BLOC CHECK TOTAL:					108.61	
ROUND ROCK TX786647209							LOT 20						
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
5054-000H-0020			2012	2	CAMPBELL, FRANK J & BETTY A	R361594	TL	RF130909	20130909				
CHECK PAYEE: CAMPBELL, FRANK J & BETTY A REMY-CA							212184219	09/09/2013		23649104	DA	108.61	
1519 THIBODEAUX DR							REMINGTON HEIGHTS PH 1 SEC A, BLOC CHECK TOTAL:					108.61	
ROUND ROCK TX786647209							LOT 20						
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
5120-0014-0005			2012	2	BINGHAM, DON	R071374	TL	RF130909	20130909				
CHECK PAYEE: BINGHAM, DON							212210766	09/09/2013		22962536	DA	722.69	
111 S STONE ST							ROUND ROCK CITY OF, BLOCK 14, LOT CHECK TOTAL:					722.69	
ROUND ROCK TX786645371													
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
5170-000B-0014			2012	2	MCNELLEY, RODNEY	R071877	TL	RF130909	20130909				
CHECK PAYEE: MCNELLEY, RODNEY							212210784	09/09/2013		22033308	DA	650.66	
1200 ABBEY RD							ROUND ROCK WEST SEC 4, BLOCK B, LO CHECK TOTAL:					650.66	
ROUND ROCK TX786816408													
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
5170-000D-0013			2012	2	MONROE, JED & JANET L	R071928	TL	RF130909	20130909				
CHECK PAYEE: MONROE, JED & JANET L							212208150	09/09/2013		21677188	DA	12.61	
1206 PENNY LN							ROUND ROCK WEST SEC 4, BLOCK D, LO CHECK TOTAL:					12.61	
ROUND ROCK TX786816455													
TOTAL AMOUNT DUE FOR ACCOUNT												.00	
5262-000B-0015			2012	2	WATSON, DOUGLAS III & VICTOR	R053231	TL	RF130909	20130909				
CHECK PAYEE: WATSON, DOUGLAS III & VICTORIA							212221888	09/09/2013		21700574	DA	92.47	
3016 PIONEER WAY							SETTLEMENT THE SEC 2, BLOCK B, LOT CHECK TOTAL:					92.47	
ROUND ROCK TX786652514													
TOTAL AMOUNT DUE FOR ACCOUNT												.00	

Roll Corrections Report

WILLIAMSON COUNTY

Tax Year: 2012 Sorted by: Property ID As of: Supplement 11 Taxing Units: CRR, M15, SRR

Appraisal

IDs and Owner Information	Property Description	Current Values		Prior Values	Gain/Loss
PID: R-16-5120-0014-0005 QID: R071374	ROUND ROCK CITY OF, BLOCK 14, LOT 4-5	Land HS	43,164	43,164	
		Imp HS	131,762	131,762	
		CRR Assessed	174,926	174,926	0
		Taxable	72,721	171,926	-99,205
BINGHAM, DON 111 S STONE ST ROUND ROCK, TX 78664-5371 Owner ID: O071374	Situs: 111 STONE ST S Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: DP, HS, DVX Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: ELM ADDED DVX FOR 12 FOR D BINGHAM EFF DT 6/7/12 APP DT 6/21/13 NO DD	SRR Assessed	174,926	174,926	0
		Taxable	61,899	146,926	-85,027
		01 2,027.58 02 722.69			
PID: R-16-5170-000B-0014 QID: R071877	ROUND ROCK WEST SEC 4, BLOCK B, LOT 14	Land HS	35,000	35,000	
		Imp HS	153,789	153,789	
		CRR Assessed	188,789	188,789	0
		Taxable	0	154,789	-154,789
MCNELLEY, RODNEY 1200 ABBEY RD ROUND ROCK, TX 78681-6408 Owner ID: O071877	Situs: 1200 ABBEY RD Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: OA, HS, DVM Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: JRN;ADDED DVX FOR R MCNELLEYFOR 12 & 13, NO DD, APP DT 8/1/13	SRR Assessed	188,789	188,789	0
		Taxable	0	151,789	-151,789
		*** OA FRZ: Amount \$1682.80; Year 2007; EffDate 01/01/2004 ***			
		01 1,682.80 02 650.66			
PID: R-16-5170-000D-0013 QID: R071928	ROUND ROCK WEST SEC 4, BLOCK D, LOT 13	Land HS	35,000	35,000	
		Imp HS	145,438	145,438	
		CRR Assessed	180,438	180,438	0
		Taxable	177,438	180,438	-3,000
MONROE, JED & JANET L 1206 PENNY LN ROUND ROCK, TX 78681-6455 Owner ID: O512881	Situs: 1206 PENNY LN Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: DP, HS Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: SO; ADDED DP FOR JED MONROE FOR 12-13, DD 11/1/00, DP DT 3/6/12, APP DT 8/13/13	SRR Assessed	180,438	180,438	0
		Taxable	152,438	165,438	-13,000
		01 179.40 02 17.61			



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing a property tax refund to Rodney McNelley for 2012 taxes in the amount of \$650.66.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$650.66

Indexes: General Debt Service Fund

Attachments: Resolution, McNelley Tax Refund

Text of Legislative File 13-778

Item Summary:

State law requires that property tax refunds in excess of \$500 be approved by the governing body. This refund is the result of a 100% disabled veteran exemption granted by the Williamson Central Appraisal District reducing the taxable value on the 2012 tax roll.

Cost: \$650.66

Source of Funds: General Debt Service Fund

Staff recommends approval.

RESOLUTION NO. R-13-10-10-___

WHEREAS, the City of Round Rock is mandated by V.T.C.A., Tax Code §31.11 to refund, upon taxpayer application to the tax collector of its taxing unit and upon verification by the auditor of its taxing unit, any overpayment or erroneous payment of taxes; and

WHEREAS, if such amount exceeds \$500.00, then the governing body of the taxing unit must also determine that the payment was erroneous or excessive and must approve the refund, Now Therefore

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

That the following named taxpayer, Rodney McNelley has made an overpayment or erroneous payment of 2012 taxes in the amount of \$650.66; that such amount is in excess of \$500.00; that such overpayment or erroneous payment has been verified by the Tax Collector; and that application for refund has been made to the Tax Collector by said taxpayers.

The Council further finds and makes a determination that the payment was erroneous or excessive; and further approves such refund in the amount of \$650.66.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

ACCOUNT NUMBER	UNP TOT	YEAR UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
5054-000H-0020				R361594		RF130909	20130909				
		2012	2	CAMPBELL, FRANK J & BETTY A	A	TL	212184219 09/09/2013	23327609	DA	108.61	
		CHECK PAYEE: CAMPBELL, FRANK J & BETTY A REMY-CA					REMINGTON HEIGHTS PH 1 SEC A, BLOC	CHECK TOTAL:		108.61	
		1519 THIBODEAUX DR					LOT 20				
		ROUND ROCK TX786647209									
		TOTAL AMOUNT DUE FOR ACCOUNT								.00	
5054-000H-0020				R361594		RF130909	20130909				
		2012	2	CAMPBELL, FRANK J & BETTY A	A	TL	212184219 09/09/2013	23514712	DA	108.61	
		CHECK PAYEE: CAMPBELL, FRANK J & BETTY A REMY-CA					REMINGTON HEIGHTS PH 1 SEC A, BLOC	CHECK TOTAL:		108.61	
		1519 THIBODEAUX DR					LOT 20				
		ROUND ROCK TX786647209									
		TOTAL AMOUNT DUE FOR ACCOUNT								.00	
5054-000H-0020				R361594		RF130909	20130909				
		2012	2	CAMPBELL, FRANK J & BETTY A	A	TL	212184219 09/09/2013	23649104	DA	108.61	
		CHECK PAYEE: CAMPBELL, FRANK J & BETTY A REMY-CA					REMINGTON HEIGHTS PH 1 SEC A, BLOC	CHECK TOTAL:		108.61	
		1519 THIBODEAUX DR					LOT 20				
		ROUND ROCK TX786647209									
		TOTAL AMOUNT DUE FOR ACCOUNT								.00	
5120-0014-0005				R071374		RF130909	20130909				
		2012	2	BINGHAM, DON		TL	212210766 09/09/2013	22962536	DA	722.69	
		CHECK PAYEE: BINGHAM, DON					ROUND ROCK CITY OF, BLOCK 14, LOT	CHECK TOTAL:		722.69	
		111 S STONE ST									
		ROUND ROCK TX786645371									
		TOTAL AMOUNT DUE FOR ACCOUNT								.00	
5170-000B-0014				R071877		RF130909	20130909				
		2012	2	MCNELLEY, RODNEY		TL	212210784 09/09/2013	22033308	DA	650.66	
		CHECK PAYEE: MCNELLEY, RODNEY					ROUND ROCK WEST SEC 4, BLOCK B, LO	CHECK TOTAL:		650.66	
		1200 ABBEY RD									
		ROUND ROCK TX786816408									
		TOTAL AMOUNT DUE FOR ACCOUNT								.00	
5170-000D-0013				R071928		RF130909	20130909				
		2012	2	MONROE, JED & JANET L		TL	212208150 09/09/2013	21677188	DA	12.61	
		CHECK PAYEE: MONROE, JED & JANET L					ROUND ROCK WEST SEC 4, BLOCK D, LO	CHECK TOTAL:		12.61	
		1206 PENNY LN									
		ROUND ROCK TX786816455									
		TOTAL AMOUNT DUE FOR ACCOUNT								.00	
5262-000B-0015				R053231		RF130909	20130909				
		2012	2	WATSON, DOUGLAS III & VICTOR	TL	212221888 09/09/2013	21700574	DA		92.47	
		CHECK PAYEE: WATSON, DOUGLAS III & VICTORIA					SETTLEMENT THE SEC 2, BLOCK B, LOT	CHECK TOTAL:		92.47	
		3016 PIONEER WAY									
		ROUND ROCK TX786652514									
		TOTAL AMOUNT DUE FOR ACCOUNT								.00	

Roll Corrections Report

Tax Year: 2012 Sorted by: Property ID As of: Supplement 11 Taxing Units: CRR, M15, SRR

Appraisal

IDs and Owner Information	Property Description	Current Values		Prior Values	Gain/Loss
PID: R-16-5120-0014-0005 QID: R071374	ROUND ROCK CITY OF, BLOCK 14, LOT 4-5	Land HS	43,164	43,164	
		Imp HS	131,762	131,762	
		CRR Assessed	174,926	174,926	0
		CRR Taxable	72,721	171,926	-99,205
BINGHAM, DON 111 S STONE ST ROUND ROCK, TX 78664-5371 Owner ID: O071374	Situs: 111 STONE ST S Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: DP, HS, DVX Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: ELM ADDED DVX FOR 12 FOR D BINGHAM EFF DT 6/7/12 APP DT 6/21/13 NO DD	SRR Assessed	174,926	174,926	0
		SRR Taxable	61,899	146,926	-85,027
		01 2,027.58 02 722.69			
PID: R-16-5170-000B-0014 QID: R071877	ROUND ROCK WEST SEC 4, BLOCK B, LOT 14	Land HS	35,000	35,000	
		Imp HS	153,789	153,789	
		CRR Assessed	188,789	188,789	0
		CRR Taxable	0	154,789	-154,789
MCNELLEY, RODNEY 1200 ABBEY RD ROUND ROCK, TX 78681-6408 Owner ID: O071877	Situs: 1200 ABBEY RD Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: OA, HS, DVM Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: JRN;ADDED DVX FOR R MCNELLEYFOR 12 & 13, NO DD, APP DT 8/1/13	SRR Assessed	188,789	188,789	0
		SRR Taxable	0	151,789	-151,789
		*** OA FRZ: Amount \$1682.80; Year 2007; EffDate 01/01/2004 ***			
		01 1,682.80 02 650.66			
PID: R-16-5170-000D-0013 QID: R071928	ROUND ROCK WEST SEC 4, BLOCK D, LOT 13	Land HS	35,000	35,000	
		Imp HS	145,438	145,438	
		CRR Assessed	180,438	180,438	0
		CRR Taxable	177,438	180,438	-3,000
MONROE, JED & JANET L 1206 PENNY LN ROUND ROCK, TX 78681-6455 Owner ID: O512881	Situs: 1206 PENNY LN Taxing Units: CAD, CRR, GWI, J01, RFM, SRR, W09 Active Exemptions: DP, HS Change Reason: CHANGE Land State Code: A1 Improvement State Code: A1 Supplement Code: CHG - Change of value to roll Comment: SO; ADDED DP FOR JED MONROE FOR 12-13, DD 11/1/00, DP DT 3/6/12, APP DT 8/13/13	SRR Assessed	180,438	180,438	0
		SRR Taxable	152,438	165,438	-13,000
		01 179.40 02 12.61			



City of Round Rock

Agenda Item Summary

Agenda Number: F.7

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Region 14 Educational Service Center for cooperative purchasing.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A

Text of Legislative File 13-794

Item Summary:

State law allows Cities to enter into Interlocal Agreement between government bodies to satisfy state bidding requirements when purchasing goods and services. The purpose of this agreement is to provide the City another option to facilitate compliance with State bidding requirements and realize administrative cost savings.

This agreement is very similar to other co-op's that the Cities Purchasing Department uses for purchasing commodities and services as well as a source to use when comparing vendor's costs. This particular agreement will provide access to the National Cooperative Purchasing Alliance (NCPA) as well as a wide variety of other vendors providing commodities and services that could be used by the City as a need arises.

Staff recommends approval

RESOLUTION NO. R-13-10-10-__

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

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with Region 14 Educational Service Center for cooperative purchasing opportunities, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement with the Region 14 Educational Service Center, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



National Cooperative Purchasing Alliance

INTERLOCAL AGREEMENT

Contracting Parties

City of Round Rock Texas
(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

74-6017485
(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

Authorization:

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency

By _____
Authorized Signature

City Manager, Round Rock Texas
Title

Date

Ron Hunter
Contact Person

Purchasing Manager
Title of Contact

221 East Main Street
Street Address

Round Rock, Texas 78664
City, State Zip

512-218-5457
Contact's Telephone Number

ronhunter@roundrocktexas.gov
Email Address

Region 14 Education Service Center

By X Ronnie Kincaid
Authorized Signature

Executive Director
Title

8/1/13
Date

Ronnie Kincaid
Contact Person

325-675-8600
Telephone Number

Kincaid@esc14.net
Email Address





City of Round Rock

Agenda Item Summary

Agenda Number: F.8

Title: Consider a resolution authorizing the Mayor to execute a Vendor Agreement Extension with the Capital Area Council of Governments Area Agency on Aging regarding the Demand Response Bus Service.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Gary Hudder, Transportation Director

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A, 2014 Assurances- Civil Rights Act of 1964, 2014 Certificate Regarding Debarment - City

Text of Legislative File 13-799

Item Summary:

On January 24, 2013 Council approved a Vendor Agreement with the Area Agency on Aging (AAA); this agreement allowed for the City to be reimbursed for nutrition trips provided by the City's Demand Response Bus Service. Under the agreement, the City is reimbursed for nutrition trips provided to persons age 60 and over, to and from any location where low-cost meals are provided. The City is reimbursed at the adopted fare structure, which is currently \$2.00 per trip for persons living in the city limits and \$3.00 per trip for persons living in the extraterritorial jurisdiction. The total amount of the monthly reimbursements is dependent on how many nutrition trips are made for that month.

The execution of this Vendor Agreement Extension will provide nutrition trip funding through September 30, 2014.

Staff recommends approval.

RESOLUTION NO. R-13-10-10-__

WHEREAS, the City of Round Rock (the “City”) has previously entered into a vendor agreement with The Capital Area Council of Governments Area Agency on Aging (“Agreement”); and

WHEREAS, The Capital Area Council of Governments Area Agency on Aging has submitted a Vendor Agreement Extension (“Extension”) to extend the Agreement on the terms and conditions set forth in the Extension; and

WHEREAS, the City Council desires to approve the Extension with The Capital Area Council of Governments Area Agency on Aging, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Vendor Agreement Extension with The Capital Area Council of Governments Area Agency on Aging, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CAPITAL AREA COUNCIL OF GOVERNMENTS
VENDOR AGREEMENT EXTENSION

EXHIBIT
"A"

BETWEEN:

The Capital Area Council of Governments
Area Agency on Aging of the Capital Area

AND

City of Round Rock

Background

- A. The Capital Area Council of Governments and City of Round Rock (the "Parties"), entered into the vendor agreement (the "Agreement") effective October 1, 2013, for the purpose of service provision for clients of the Area Agency on Aging of the Capital Area, a program of the Capital Area Council of Governments.
- B. The Capital Area Council of Governments desires to extend the Agreement on the terms and conditions set forth in this Extension (the "Extension").
- C. This Extension is the first to the Agreement.

Agreement Amendments

The Vendor Agreement is amended as follows:

- A. The terms of the Agreement are hereby amended to extend the terms of the Agreement to September 30, 2014.
- ~~B. A new service, _____, is added with the following definition and description:~~
- C. The following unit rates apply for the term of the extension:

Service	Unit Rate
Transportation (Demand/Response)	\$2.00
Transportation (Demand/Response) <i>within Extraterritorial Jurisdiction</i>	\$3.00

CAPITAL AREA COUNCIL OF GOVERNMENTS

Betty Voights
Executive Director

Date

Accepted By:

City of Round Rock

Authorized Signature

Title

Date

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND
HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT
OF 1964**

City of Round Rock (hereinafter called the "Applicant")
Name of Applicant (Type or Print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which the Federal Financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Date

City of Round Rock
Applicant (Type or Print)

Authorized Signature

221 E. Main Street

Round Rock, TX 78664
Applicant's Mailing Address

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? ☐ YES ☐ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

- ☐ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- ☐ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE _____

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative

THIS CERTIFICATION IS FOR FFY 2014, PERIOD BEGINNING October 1, 2013 and ENDING September 30, 2014.



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution implementing Stage I mandatory water conservation regulations.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Steve Norwood, City Manager

Cost:

Indexes:

Attachments: Resolution

Text of Legislative File 13-818

The Brazos River Authority ("BRA") has issued a letter to the City of Round Rock requesting the City implement appropriate drought response and water conservation measures to achieve a 10 percent reduction in water usage from what would have occurred in the absence of drought conditions. As set out in the letter, BRA's request is the result of the current level of water usage from Lake Georgetown, the continued decline in the water level in Lake Georgetown, the reliance on transfers from Lake Stillhouse Hollow to sustain Lake Georgetown's water level, and the persistence of drought conditions.

Because of the foregoing reasons, the City has determined that it is reasonable, necessary, and prudent to implement the Stage 1 mandatory water conservation measures. Stage 1 restrictions allow for twice-a-week outdoor watering according to the City's weekly watering schedule.

The other jurisdictions that utilize Lake Georgetown, the City of Georgetown and the Brushy Creek Municipal Utility District, will also be enacting watering restrictions as well. Staff recommends approval

RESOLUTION NO. R-13-10-10-___

WHEREAS, Sec. 44-237 of the Round Rock Code of Ordinances, provides for the procedures for the implementation of mandatory water conservation restrictions; and

WHEREAS, the Brazos River Authority (“BRA”) has issued a letter (attached as Exhibit “A”) to the City asking it to implement appropriate drought response and water conservation measures to achieve a ten (10) percent reduction in water usage from what would have occurred in the absence of drought conditions; and

WHEREAS, as set out in the letter, BRA’s request is the result of the current level of water usage from Lake Georgetown, the continued decline in the water level in Lake Georgetown, the reliance on transfers from Stillhouse Hollow Reservoir to sustain Lake Georgetown’s water level, and the persistence of drought conditions; and

WHEREAS, because of the foregoing reasons, the Council has determined that it is reasonable, necessary, and prudent to implement the Stage I mandatory water conservation measures; Now Therefore,

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

That pursuant to Sec. 44-237 of the Round Rock Code of Ordinances the Council hereby implements the Stage I mandatory water conservation regulations as set out in Sec. 44-223, to begin at 12:01 a.m. on Monday, October 14, 2013 and to continue in effect until terminated pursuant to Sec. 44-237.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"



Brazos River Authority



October 2, 2013

Mr. Michael Thane
Utilities Director
City of Round Rock
221 East Main Street
Round Rock, Texas 78664

Re: Stage 2 – Drought Warning Condition at Lake Georgetown

Dear Mr. Thane:

The purpose of this letter is to notify you that the Brazos River Authority (BRA) is enacting **Stage 2 – Drought Warning** of its drought plan for Lake Georgetown. As you are aware, the BRA declared a Stage 1 – Drought Watch at Lake Georgetown (Lake) by letter to you dated November 8, 2012. Since this time, drought conditions for the Brazos River Basin have continued, resulting in minimal natural flows into the Lake.

We are taking this action based on the current level of water use from the Lake, continued declines in its elevation, persistent drought conditions, and reliance on transfers from Stillhouse Hollow Reservoir to sustain its water supply. Under the Stage 2 – Drought Warning condition, we ask that our customers implement their respective drought response and water conservation measures to achieve a 10 percent reduction in water usage from what would have occurred in the absence of drought conditions.

BRA staff will continue to track drought conditions and impacts to our water supplies. We will coordinate with you if additional drought response steps become necessary. If you have any questions regarding this matter, please contact Central/Lower Basin Manager John Hofmann at (254) 761-3102.

Sincerely,

Phil Ford
General Manager/CEO

PF:kld

4000 Closha Drive • P.O. Box 7555 • Waco, Texas 76714-7555
254-761-3100 • FAX 254-761-3215



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Business Center Foundation Repair Agreement with Partners Remodeling, Restoration and Waterproofing.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Chad McDowell, General Services Director

Cost: \$69,500.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Bid Tab

Text of Legislative File 13-767

Item Summary:

The project consists of the installation of three piers on the north side and three piers on the east side of the building that will underpin the existing foundation where the settlement has occurred. The existing concrete pavers in the sidewalk will be removed in areas where the new concrete piers are installed. Once the foundation pier work is completed the pavers will be reinstalled.

All work including testing shall be completed within forty five (45) days after Notice to Proceed is given.

Cost: \$69,500.00 with 5 year warranty

Source of Funds: General Self Financed Construction

Staff recommends approval

RESOLUTION NO. R-13-10-10-__

WHEREAS, the City of Round Rock has duly advertised for bids to purchase certain on-site services in the nature of general building construction trades services (building foundation repairs) to be performed at the City's Business Center, and for related goods and services; and

WHEREAS, Partners Remodeling, Restoration and Waterproofing has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Partners Remodeling, Restoration and Waterproofing, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Business Center Foundation Repairs With Partners Remodeling, Restoration and Waterproofing, a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
BUSINESS CENTER FOUNDATION REPAIRS WITH
PARTNERS REMODELING, RESTORATION
AND WATERPROOFING**

THE STATE OF TEXAS

§

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THAT THIS AGREEMENT for on-site services in the nature of general building construction trade services (building foundation repairs) to be performed at the City's Business Center, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of October, 2013 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and PARTNERS REMODELING, RESTORATION AND WATERPROOFING, a Texas Corporation whose offices are located at 3219 Harpers Ferry Lane, Austin, Texas 78745 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase certain on-site services in the nature of general building construction trade services (foundation repairs) to be performed on a City-owned and City-occupied building, and to purchase goods and services related to the foundation repairs, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Vendor; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 13-054; Specification Number 13-910-05; 910-08; 914-30; 910-52; and 909-61; Addendum No. 1 dated August 9, 2013; and Addendum No. 2 dated August 12, 2013 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

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

B. This Agreement shall terminate upon the successful completion of all services as set forth herein and in Exhibit "A."

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB Solicitation No. 13-054; Specification Number 13-910-05; 910-08; 914-30; 910-52; and 909-61; Addendum No. 1 dated August 9, 2013; Addendum No. 2 dated August 12, 2013; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically Solicitation No. 13-054; Specification Number 13-910-05; 910-08; 914-30; 910-52; and 909-61; Addendum No. 1 dated August 9, 2013; and Addendum No. 2 dated August 12, 2013). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

Bid costs listed on Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Services Provider.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in

effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider’s charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all insurance requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider’s bid response.

14.01 CITY'S REPRESENTATIVE

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

Larry Madsen
Construction Manager
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664
(512) 218-5552

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

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

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

Notice to Services Provider:

Partners Remodeling, Restoration and Waterproofing
3219 Harpers Ferry Lane
Austin, Texas 78745

Notice to City:

Steve Norwood, City Manager	AND TO:	Stephan L. Sheets, City Attorney
221 East Main Street		309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for

which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Partners Remodeling, Restoration and Waterproofing

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

By: Patsy Besa
Printed Name: Patsy Besa
Title: CO-owner
Date Signed: 9/18/2013

Attest:

By: _____
Sara L. White, City Secretary

For City, Approved as to Form:

By: Stephan L. Sheets
Stephan L. Sheets, City Attorney



CITY OF ROUND ROCK
INVITATION FOR BID
BUSINESS CENTER FOUNDATION REPAIRS

PART I

GENERAL

1. **PURPOSE:** The City of Round Rock, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide **foundation repairs to the City's Business Center located at 231 East Main Street, Round Rock Texas 78664.**
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/home/index.asp?page=463>.
 - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
 - 2.2. Respondent – an individual or business enterprise that submits a response to a solicitation for goods, equipment, labor and/or services to the City.
 - 2.3. Contractor – an individual or business enterprise under contractual obligation arising from an agreement or purchase order, which furnishes goods, equipment, labor and/or services to the City. Also known as Vendor, Awarded Vendor or Successful Respondent.
3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/home/index.asp?page=463>.
4. **ATTACHMENTS:** Attachments A through B are herein made a part of this solicitation:
 - 4.1. Attachment A: Bid / Price Sheet
 - 4.2. Attachment B: Reference Sheet
 - 4.3. Attachment C: Engineer Specifications – will be available for pickup at 212 Commerce Blvd, Round Rock TX 78664
 - 4.4. Attachment D: Drawings – will be available for pickup at 212 Commerce Blvd, Round Rock TX 78664
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Deborah Knutson, CPPB
Purchasing Department
City of Round Rock
Telephone: 512-218-5456
dknutson@roundrocktexas.gov

EXHIBIT "A"

The individual listed above may be contacted by telephone or e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 6.2. Respondent shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 6.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with foreign vendors, Respondent shall be located within the United States.
7. **SUBCONTRACTORS:** Subcontractors shall not be used for the services specified herein.
8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

 - 8.1. Purchase price;
 - 8.2. Reputation of Respondent and of Respondent's goods and services;
 - 8.3. Quality of the Respondent's goods and services;
 - 8.4. The extent to which the goods and services meet the City's needs;
 - 8.5. Respondent's past performance with the City;
 - 8.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 8.7. Any relevant criteria specifically listed in the solicitation.
9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 9.1. The start date shall be within ten (10) days of notice to proceed given by the City. The completion date shall be forty five (45) calendar days from the start date.
 - 9.2. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
 - 9.3. If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.
10. **WARRANTY-PRICE:** The agreement price shall be firm for the duration of the agreement or extension periods. No separate line item changes shall be permitted for either response or invoice

EXHIBIT "A"

purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges.

11. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.
12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
 - 1.1. Solicitation released **JULY 20, 2013**
 - 1.2. Pre-Solicitation Meeting and Site Visit (Mandatory) **AUGUST 7, 2013**
AUGUST 7, 2013 AT 10:00 AM
Sharon Prete Plaza (in front of the Business Center)
231 E. Main Street
Round Rock, Texas 78664
 - 1.3. Deadline for questions **AUGUST 9, 2013**
 - 1.4. City responses to all questions or addendums **AUGUST 12, 2013**

EXHIBIT "A"

1.5. Responses for solicitation due at or before 3:00 PM

AUGUST 15, 2013

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.roundrocktexas.gov/home/index.asp?page=463>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **PRE-SOLICITATION MEETING, SITE VISIT AND INSPECTION:** A pre-solicitation meeting, site visit and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting will be conducted on:

AUGUST 7, 2013 AT 10:00 AM
Sharon Prete Plaza (in front of the Business Center)
231 E. Main Street
Round Rock, Texas 78664

 - 3.1. The City considers this pre-solicitation meeting **mandatory**. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend this pre-solicitation meeting. Respondents shall sign-in at the pre-solicitation meeting to document their attendance.
 - 3.2. Respondents are encouraged to bring a copy of the solicitation document with them to the meeting.
 - 3.3. It is the responsibility of the Respondent to examine each repair and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements and other solicitation related details during said inspections.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than 3:00 PM, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

City of Round Rock
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

 - 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - 4.3. Facsimile or electronically transmitted responses are not acceptable.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.

EXHIBIT "A"

- 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Provide City contact(s) information for implementation of agreement.
 - 5.2. Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

1. **HISTORY:** The City of Round Rock's Business Center, herein after "facility", was constructed in 1980 and renovated in 2011. The facility is approximately 16,000 square feet and has two stories. The facility has five (5) access controlled entrances. The northeast portion of the building's foundation has settled approximately three inches over the last twelve month causing sheetrock cracks, floor tile cracking and proper door operation. This project provides repairs to the foundation by use of additional piers poured to support the existing foundation.
Location of Project:
City of Round Rock
Business Center
231 East Main Street
Round Rock, Texas 78664
2. **SCOPE OF WORK:** The project consists of the installation of three piers on the north and three piers on the east side of the building that will underpin the existing foundation where the settlement has occurred. The existing concrete pavers in the sidewalks will be removed in areas where the new concrete piers are installed. Once the foundation pier work is completed the pavers will be reinstalled. All other pavers will be protected during construction to prevent damage. If the handrail along the sidewalk has to be removed, it is to be welded back into place as per existing condition. The foundation work is described in the Datum Engineers' detailed specifications and plans as per Attachments C and D of this solicitation.
 - 2.1. It shall be the Contractor's responsibility to pick up Engineering Specifications and Drawings (Attachments C and D) from:
General Services
212 Commerce Boulevard
Round Rock, Texas 78664
 - 2.2. All work including testing shall be completed within forty five (45) days after Notice to Proceed is given
 - 2.3. **Inspections:** Shall be performed as required by the City Building Inspections Department
 - 2.4. **Testing:** Professional Testing Industries, (PSI) is testing lab and paid for by the City

EXHIBIT "A"

3. **PROJECT MANAGER:** This project will be under the direct supervision of the City's authorized and designated representative herein after, "Building Construction Manager".
Larry Madsen, Building Construction Manager
Phone #: 512-218-5552
4. **CONTRACTOR REQUIREMENTS:** The Contractor shall:
- 4.1. Furnish all labor, materials, services, equipment, construction aids, and appliances required in conjunction with design, fabrication and erection of formwork for reinforced, cast-in-place concrete structures as shown on Drawings (**SEE ATTACHMENT D**).
 - 4.2. Maintain the applicable Contractor's and other licenses required to perform the type of work stipulated by this specification and be able to provide said licenses upon request by the City;
 - 4.3. Assign qualified, capable and trained employees in the installation and repairs of the facility.
 - 4.4. Provide a full-time Project Manager who shall be present while the work is actively in progress, and who shall be the same individual throughout the course of the project. This Project Manager shall be responsible for test protocols, and management of any personnel on site at the facility.
 - 4.5. Own or acquire at no cost to the City all construction aids to include but are not limited to: scaffolds, staging, ladders, platforms, hoists, cranes, lifts, trenchers, core drillers, and protective equipment;
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state and local health, safety and environmental laws, ordinances, rules and regulations. The Contractor shall:
- 5.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services.
 - 5.2. Be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - 5.3. All barricades and other equipment needed for street blockage shall be provided by the City.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, fuel and risk management.
7. **WARRANTY:** All work performed shall have a warranty beginning on the date of completion of the repair. Contractor shall provide the warranty time frame with bid submission.
8. **INSPECTION, ACCEPTANCE TESTING AND EXAMINATION:** The Contractor shall perform complete testing and resolve any deficiencies prior to the final acceptance at no additional cost to the City. Test results shall be provided on a written report.
9. **DELIVERY:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing of all materials. The City will not assume any responsibility for shipping or receiving equipment or materials. All shipping and/or freight costs shall be include in the bid price. Materials shall be stored under cover and off ground to avoid damage by the elements.

EXHIBIT "A"

10. **CLEAN UP:** At the completion of the repair, the contractor shall restore, to its former condition, all aspects of the project site. The Contractor shall remove any surplus and waste materials from the site resulting from operations upon completion of each work day, and shall leave involved work areas in neat, clean and acceptable condition. The Contractor shall comply with all local, state and federal regulations and laws for the proper disposal of waste materials.
11. **PERMITS:** All necessary permits shall be provided by the City.
12. **LIQUIDATED DAMAGES:** Respondent shall understand and agree that the anticipated time to complete for the scope of work outlined here, is forty five (45) days after Notice to Proceed is given, and is a reasonable time for the completion of said work. If the Contractor neglects, fails or refuses to complete the work within this specified timeframe, without being granted a written extension by the City, and exceeds this timeframe, the Contractor shall pay \$ 500.00 per day to the City as liquidated damages until said work is complete. The amount shall be deducted from any balance due to the Contractor.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and three (3) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. **Attachment A:** Responses shall be submitted on itemized, signed Bid / Price Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - 1.1. In the event of errors in extension pricing, unit prices shall govern.
2. **Attachment B:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **NOTE: E-MAIL ADDRESSES ARE REQUIRED.**

The following items shall be made available upon request by the City prior to award and the approval of any contract:

1. Certifications of Insurance and endorsements as described in the City of Round rock Insurance Requirements and identified on the City's webpage at:
<http://www.roundrocktexas.gov/home/index.asp?page=463>.
2. A copy of any applicable Contractor's and other licenses required to perform the type of work described in this specification.

EXHIBIT "A"

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

EXHIBIT "A"



SOLICITATION NUMBER
13-054
SPECIFICATION NUMBERS
13-910-05; 910-08; 914-30; 910-52; 909-61
DATE
JULY 2013

ATTACHMENT A BID FORM

PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION	Solicitation Number: #13-054	RESPONDENT INFORMATION	Tax ID Number: _____
	Solicitation Name: Business Center Foundation Repairs		Business Name: _____
	Opening Date: August 15, 2013		Address: _____
	Opening Time: On or Before 3:00 PM CST		Address: _____
	Opening Location: City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664		Contact: _____
			Telephone: _____
	Entity Type: _____		E-mail: _____
			Website: _____

How did you hear about this Solicitation?	<input type="checkbox"/> Newspaper	<input type="checkbox"/> City's Website	<input type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBD	<input type="checkbox"/> Other _____
Is this the first time responding to the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is your business registered with VENDOR CENTRAL?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Register at: roundrocktexas.gov/VendorCentral	

ITEM #	DESCRIPTION	
1	Business Center Foundation Repairs Price:	\$
2	Warranty Period Proposed (in years):	

ACKNOWLEDGEMENTS	<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none"> That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. The respondent is not currently delinquent in the payment of any debt owed to the City. <p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p> <p>The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in <u>Part I, #15</u> of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Response shall include one (1) signed original and three (3) copies of response. Failure to sign response will disqualify response.</p>
	Printed Name _____
	Authorized Signature _____
	Date _____
	EXHIBIT A

ATTACHMENT B
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ DATE: _____

Provide the name, address, telephone number and **E-MAIL (required)** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

EXHIBIT "A"



CITY OF ROUND ROCK, TEXAS
INVITATION FOR BID
BUSINESS CENTER FOUNDATION REPAIRS

IFB #: 13-054

Addendum No. 1

Date: August 9, 2013

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

8/7/13 -- 13-054: Business Center Foundation Repairs Pre-Solicitation Meeting

The City performed inspections and core drilling to evaluate the movement of the building. All four (4) entrance stoops will need to be removed and replaced. The building will be underpinned to reduce potential future movement. No sewer or water leaks were found. Exploratory borings were done by PSI. Datum provided the City with a report on their findings. This report may be obtained from Larry Madsen. The foundation on the north side of the building will likely be supported on limestone, and the East side of the building will likely be supported on shale in the areas that the piers will need to be placed. Both areas were examined and the samples came back dry, with no water in the borings. The depth of the pier drilling may vary depending on what is found while drilling. PSI will be on site to assist with the drilling depth determination.

All work performed will be exterior work.

- 6 drilled piers will be installed
 - Each pier will have a three (3) foot square pier cap
 - Interior piers will not be affected
- All entrances
 - Cut out existing slab on grade
 - Excavate and place eight inch (8") voids, then pour concrete back up to match final finished floor elevation inside the building

Questions:

1. Q: Will interior slab also be taken out?
A: No, only exterior pier work and entrance work
2. Q: If soil retainer is absent or not sufficient will it need to be installed?
A: Yes
3. Q: How deep do piers need to be?
A: Estimated depths are twenty eight (28) feet to bearing stratum on the north side and thirty four (34) feet on the east side, with four (4) feet penetration into limestone or eight (8) feet penetration into shale, depending on bearing stratum encountered.

EXHIBIT "A"

4. Q: Are there work hour restrictions?

A: No

5. Q: Will railing or sidewalks be removed?

A: Yes, Any railing or sidewalk that has to be taken out will be the Vendor's responsibility to reinstall it to its original state.

6. Q: Will streets / sidewalks be closed?

A: Yes, Streets and sidewalks can be closed to provide room for equipment.

7. Q: Will barricades be provided by Vendor?

A: No, the City will provide any barricades needed.

8. Q: Will the City raise the building?

A: No, only drilled piers for exterior will be installed to stop the movement.

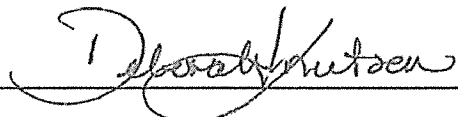
9. Q: Has the City located any utilities that will need to be noted?

A: The City performed the utility search, and the only things present are roof drains in a few areas that tie into the storm drain system. They have been inspected, and no problems were found.

10. Q: What will be the start date of the project?

A: The project has an anticipated start date of October 1, 2013. A Notice to Proceed shall be issued to the Successful Respondent ten (10) days prior to the start date.

Approved by



Deborah Knutson, Purchaser

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Vendor

Authorized Signature

Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

EXHIBIT "A"



**CITY OF ROUND ROCK, TEXAS
INVITATION FOR BID
BUSINESS CENTER FOUNDATION REPAIRS**

IFB #: 13-054

Addendum No. 2

Date: August 12, 2013

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

Questions:

1. Q: Detail 6 of Engineering Specifications shows a 36" pier but refers to detail 1 which shows a 24" pier.
What is the pier size and pier cap size?
A: The pier is 24" in diameter per detail 1/S2. The pier cap on top of the pier is 36" square per detail 6/S2.
2. Q: If any trees or plants are to be removed? Who is in charge of tree protection, silt fencing and/or other environmental protection?
A: The removal of any trees or plants is not permitted, unless under the direction of the Project Manager. Environmental protection and silt fencing controls shall be performed by the City.
3. Q: Who is the GC/Construction Manager?
A: Larry Madsen with the City's General Services Department.

Approved by

Deborah Knutson, Purchaser

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Vendor

Authorized Signature

Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

EXHIBIT "A"



SOLICITATION NUMBER
13-054
SPECIFICATION NUMBERS
13-910-05; 910-08; 914-30; 910-52; 909-61
DATE
JULY 2013

ATTACHMENT A BID FORM

PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION	Solicitation Number:	#13-054	RESPONDENT INFORMATION	Tax ID Number:	460559350
	Solicitation Name:	Business Center Foundation Repairs		Business Name:	PARTNERS REMODELING REPAIRS + WAREHOUSE
	Opening Date:	August 15, 2013		Address:	3219 HARPER'S FERRY LN
	Opening Time:	On or Before 3:00 PM CST		Address:	AUSTIN, TX 78745
	Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664		Contact:	Daniel BESA
				Telephone:	512-825-3950
			Entity Type:	LLC	
			E-mail:	Daniel.besa@prw@yahoo.com	
			Website:	www.partnersconstructionaustin.com	

How did you hear about this Solicitation?	<input type="checkbox"/> Newspaper	<input checked="" type="checkbox"/> City's Website	<input checked="" type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBD	<input type="checkbox"/> Other _____
Is this the first time responding to the City?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Is your business registered with VENDOR CENTRAL?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Register at: roundrocktexas.gov/VendorCentral

ITEM #	DESCRIPTION	
1	Business Center Foundation Repairs Price:	\$ 69,500.00
2	Warranty Period Proposed (in years):	5 years

ACKNOWLEDGEMENTS	<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none"> That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. The respondent is not currently delinquent in the payment of any debt owed to the City. <p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p> <p>The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part I, #15 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Response shall include one (1) signed original and three (3) copies of response. Failure to sign response will disqualify response.</p> <p> <u>Daniel BESA</u> Printed Name </p> <p> Authorized Signature </p> <p> <u>8/13/13</u> Date </p>
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EXHIBIT "A"
9 of 10



CITY OF ROUND ROCK, TEXAS
INVITATION FOR BID
BUSINESS CENTER FOUNDATION REPAIRS

IFB #: 13-054

Addendum No. 2

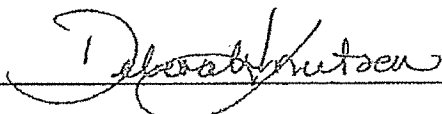
Date: August 12, 2013

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

Questions:

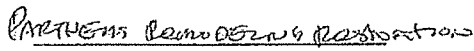
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3. Q: Who is the GC/Construction Manager?
A: Larry Madsen with the City's General Services Department.

Approved by


Deborah Knutson, Purchaser

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED


Vendor Patricia Remondino


Authorized Signature

8/15/13
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

EXHIBIT "A"



CITY OF ROUND ROCK, TEXAS
INVITATION FOR BID
BUSINESS CENTER FOUNDATION REPAIRS

IFB #: 13-054

Addendum No. 1

Date: August 9, 2013

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8/7/13 – 13-054: Business Center Foundation Repairs Pre-Solicitation Meeting

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 - Each pier will have a three (3) foot square pier cap
 - Interior piers will not be affected
- All entrances
 - Cut out existing slab on grade
 - Excavate and place eight inch (8") voids, then pour concrete back up to match final finished floor elevation inside the building

Questions:

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EXHIBIT "A"

4. Q: Are there work hour restrictions?

A: No

5. Q: Will railing or sidewalks be removed?

A: Yes, Any railing or sidewalk that has to be taken out will be the Vendor's responsibility to reinstall it to its original state.

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A: No, the City will provide any barricades needed.

8. Q: Will the City raise the building?

A: No, only drilled piers for exterior will be installed to stop the movement.

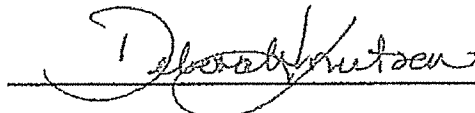
9. Q: Has the City located any utilities that will need to be noted?

A: The City performed the utility search, and the only things present are roof drains in a few areas that tie into the storm drain system. They have been inspected, and no problems were found.

10. Q: What will be the start date of the project?

A: The project has an anticipated start date of October 1, 2013. A Notice to Proceed shall be issued to the Successful Respondent ten (10) days prior to the start date.

Approved by



Deborah Knutson, Purchaser

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Partners Remodeling Restoration & Vendor WATSON COFFEE


Authorized Signature

8/15/13
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

EXHIBIT "A"



Partners Remodeling, Restoration and Waterproofing

Partners Remodeling, Restoration and Waterproofing

August 15, 2013

To whom it may concern:

Partners Remodeling Restoration and Waterproofing will be bidding as the General Contractor on this project. We will manage this project and all of its complexity. PRRW has been managing small to medium size projects since 1999 from \$10,000-\$500,000. All of our projects get completed in a timely manner. PRRW has leveled and lifted several houses when hurricane Ike hit Galveston so we are very familiar with this type of work. We will provide references on projects that we have managed.

Partners Remodeling Restoration and Waterproofing is going to hire Capital Foundations to complete the drilling of the columns to prevent the building from sinking any longer. Capital Foundations has been doing work in the Austin Area for about 25 years and is very knowledgeable in this field. PRRW will provide a reference sheet for the Capital Foundations as well.

With Partners Remodeling Restoration and Waterproofing and Capital Foundations working together, we believe that we will be able to provide a service that will be more than satisfactory and exceed the expectations for the City of Round Rock.

Thanks,

Daniel Besa
PRRW Owner
512-825-3950

Partners References

ATTACHMENT B
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 13-054
RESPONDENT'S NAME: Partners Remodeling DATE: 8/15/13

Provide the name, address, telephone number and E-MAIL (required) of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name Criss Cole Rehab Center (DAR)
Name of Contact HECTOR GARCIA
Title of Contact Manager
E-Mail Address Hector.GARCIA@Dars.state.tx.us
Present Address 4800 NORTH LAMAR BLVD
City, State, Zip Code AUSTIN, TX
Telephone Number (512) 377-0314 Fax Number: ()
2. Company's Name Marcy Garrist Residence
Name of Contact MARCY GARRIST
Title of Contact OWNER
E-Mail Address marcygarrist@earthlink.net
Present Address 7200 Circle Azol pass
City, State, Zip Code AUSTIN TX
Telephone Number (512) 633-2629 Fax Number: ()
3. Company's Name TXDOT
Name of Contact Keith Zwernemann
Title of Contact MANAGER
E-Mail Address keith.zwernemann@TXDOT.gov
Present Address
City, State, Zip Code College Station TX
Telephone Number (979) 204-2197 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Capital Foundation References

SOLICITATION NUMBER
13-054
SPECIFICATION NUMBERS
13-910-05; 910-08; 914-30; 910-52; 909-61
DATE
JULY 2013

ATTACHMENT B
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: PAR 13-054
RESPONDENT'S NAME: Paragis Remodeling DATE: 8/15/13

Provide the name, address, telephone number and E-MAIL (required) of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name Old Town Condos
Name of Contact Joani
Title of Contact Manager
E-Mail Address _____
Present Address _____
City, State, Zip Code Austin TX
Telephone Number (512) 258-8200 Fax Number: () _____
2. Company's Name Summer Set Apartments
Name of Contact 1101 Georgetown St
Title of Contact Develene
E-Mail Address _____
Present Address _____
City, State, Zip Code Round Rock Texas
Telephone Number (512) 255-1345 Fax Number: () _____
3. Company's Name Apple Creek apt Apartments
Name of Contact Scott
Title of Contact Manager
E-Mail Address _____
Present Address 1501 Munnamant Drive
City, State, Zip Code _____
Telephone Number (512) 244-3715 Fax Number: () _____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

CITY OF ROUND ROCK
INVITATION FOR BID
BUSINESS CENTER FOUNDATION REPAIRS

PART I

GENERAL

1. **PURPOSE:** The City of Round Rock, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide foundation repairs to the City's Business Center located at 231 East Main Street, Round Rock Texas 78664.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/home/index.asp?page=463>.
 - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
 - 2.2. Respondent – an individual or business enterprise that submits a response to a solicitation for goods, equipment, labor and/or services to the City.
 - 2.3. Contractor – an individual or business enterprise under contractual obligation arising from an agreement or purchase order, which furnishes goods, equipment, labor and/or services to the City. Also known as Vendor, Awarded Vendor or Successful Respondent.
3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/home/index.asp?page=463>.
4. **ATTACHMENTS:** Attachments A through B are herein made a part of this solicitation:
 - 4.1. Attachment A: Bid / Price Sheet
 - 4.2. Attachment B: Reference Sheet
 - 4.3. Attachment C: Engineer Specifications – will be available for pickup at 212 Commerce Blvd, Round Rock TX 78664
 - 4.4. Attachment D: Drawings – will be available for pickup at 212 Commerce Blvd, Round Rock TX 78664
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Deborah Knutson, CPPB
Purchasing Department
City of Round Rock
Telephone: 512-218-5456
dknutson@roundrocktexas.gov

The individual listed above may be contacted by telephone or e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 6.2. Respondent shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 6.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with foreign vendors, Respondent shall be located within the United States.
7. **SUBCONTRACTORS:** Subcontractors shall not be used for the services specified herein.
8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

 - 8.1. Purchase price;
 - 8.2. Reputation of Respondent and of Respondent's goods and services;
 - 8.3. Quality of the Respondent's goods and services;
 - 8.4. The extent to which the goods and services meet the City's needs;
 - 8.5. Respondent's past performance with the City;
 - 8.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 8.7. Any relevant criteria specifically listed in the solicitation.
9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 9.1. The start date shall be within ten (10) days of notice to proceed given by the City. The completion date shall be forty five (45) calendar days from the start date.
 - 9.2. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
 - 9.3. If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.
10. **WARRANTY-PRICE:** The agreement price shall be firm for the duration of the agreement or extension periods. No separate line item changes shall be permitted for either response or invoice

purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges.

11. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.
12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
 - 1.1. Solicitation released JULY 20, 2013
 - 1.2. Pre-Solicitation Meeting and Site Visit (Mandatory) AUGUST 7, 2013
AUGUST 7, 2013 AT 10:00 AM
Sharon Prete Plaza (in front of the Business Center)
231 E. Main Street
Round Rock, Texas 78664
 - 1.3. Deadline for questions AUGUST 9, 2013
 - 1.4. City responses to all questions or addendums AUGUST 12, 2013

EXHIBIT "A"

1.5. Responses for solicitation due at or before 3:00 PM

AUGUST 15, 2013

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.roundrocktexas.gov/home/index.asp?page=463>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **PRE-SOLICITATION MEETING, SITE VISIT AND INSPECTION:** A pre-solicitation meeting, site visit and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting will be conducted on:

AUGUST 7, 2013 AT 10:00 AM
Sharon Prete Plaza (in front of the Business Center)
231 E. Main Street
Round Rock, Texas 78664

- 3.1. The City considers this pre-solicitation meeting **mandatory**. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend this pre-solicitation meeting. Respondents shall sign-in at the pre-solicitation meeting to document their attendance.
- 3.2. Respondents are encouraged to bring a copy of the solicitation document with them to the meeting.
- 3.3. It is the responsibility of the Respondent to examine each repair and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements and other solicitation related details during said inspections.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than 3:00 PM, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

City of Round Rock
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 4.1. Responses received after this time and date shall not be considered.
- 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 4.3. Facsimile or electronically transmitted responses are not acceptable.
- 4.4. Late responses will be returned to Respondent unopened if return address is provided.
- 4.5. Responses cannot be altered or amended after opening.

- 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Provide City contact(s) information for implementation of agreement.
 - 5.2. Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

1. **HISTORY:** The City of Round Rock's Business Center, herein after "facility", was constructed in 1980 and renovated in 2011. The facility is approximately 16,000 square feet and has two stories. The facility has five (5) access controlled entrances. The northeast portion of the building's foundation has settled approximately three inches over the last twelve month causing sheetrock cracks, floor tile cracking and proper door operation. This project provides repairs to the foundation by use of additional piers poured to support the existing foundation.

Location of Project:
City of Round Rock
Business Center
231 East Main Street
Round Rock, Texas 78664
2. **SCOPE OF WORK:** The project consists of the installation of three piers on the north and three piers on the east side of the building that will underpin the existing foundation where the settlement has occurred. The existing concrete pavers in the sidewalks will be removed in areas where the new concrete piers are installed. Once the foundation pier work is completed the pavers will be reinstalled. All other pavers will be protected during construction to prevent damage. If the handrail along the sidewalk has to be removed, it is to be welded back into place as per existing condition. The foundation work is described in the Datum Engineers' detailed specifications and plans as per Attachments C and D of this solicitation.
 - 2.1. It shall be the Contractor's responsibility to pick up Engineering Specifications and Drawings (Attachments C and D) from:

General Services
212 Commerce Boulevard
Round Rock, Texas 78664
 - 2.2. All work including testing shall be completed within forty five (45) days after Notice to Proceed is given
 - 2.3. **Inspections:** Shall be performed as required by the City Building Inspections Department
 - 2.4. **Testing:** Professional Testing Industries, (PSI) is testing lab and paid for by the City

3. **PROJECT MANAGER:** This project will be under the direct supervision of the City's authorized and designated representative herein after, "Building Construction Manager".
Larry Madsen, Building Construction Manager
Phone #: 512-218-5552
4. **CONTRACTOR REQUIREMENTS:** The Contractor shall:
 - 4.1. Furnish all labor, materials, services, equipment, construction aids, and appliances required in conjunction with design, fabrication and erection of formwork for reinforced, cast-in-place concrete structures as shown on Drawings (**SEE ATTACHMENT D**).
 - 4.2. Maintain the applicable Contractor's and other licenses required to perform the type of work stipulated by this specification and be able to provide said licenses upon request by the City;
 - 4.3. Assign qualified, capable and trained employees in the installation and repairs of the facility.
 - 4.4. Provide a full-time Project Manager who shall be present while the work is actively in progress, and who shall be the same individual throughout the course of the project. This Project Manager shall be responsible for test protocols, and management of any personnel on site at the facility.
 - 4.5. Own or acquire at no cost to the City all construction aids to include but are not limited to: scaffolds, staging, ladders, platforms, hoists, cranes, lifts, trenchers, core drillers, and protective equipment;
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state and local health, safety and environmental laws, ordinances, rules and regulations. The Contractor shall:
 - 5.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services.
 - 5.2. Be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - 5.3. All barricades and other equipment needed for street blockage shall be provided by the City.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, fuel and risk management.
7. **WARRANTY:** All work performed shall have a warranty beginning on the date of completion of the repair. Contractor shall provide the warranty time frame with bid submission.
8. **INSPECTION, ACCEPTANCE TESTING AND EXAMINATION:** The Contractor shall perform complete testing and resolve any deficiencies prior to the final acceptance at no additional cost to the City. Test results shall be provided on a written report.
9. **DELIVERY:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing of all materials. The City will not assume any responsibility for shipping or receiving equipment or materials. All shipping and/or freight costs shall be include in the bid price. Materials shall be stored under cover and off ground to avoid damage by the elements.

10. **CLEAN UP:** At the completion of the repair, the contractor shall restore, to its former condition, all aspects of the project site. The Contractor shall remove any surplus and waste materials from the site resulting from operations upon completion of each work day, and shall leave involved work areas in neat, clean and acceptable condition. The Contractor shall comply with all local, state and federal regulations and laws for the proper disposal of waste materials.
11. **PERMITS:** All necessary permits shall be provided by the City.
12. **LIQUIDATED DAMAGES:** Respondent shall understand and agree that the anticipated time to complete for the scope of work outlined here, is forty five (45) days after Notice to Proceed is given, and is a reasonable time for the completion of said work. If the Contractor neglects, fails or refuses to complete the work within this specified timeframe, without being granted a written extension by the City, and exceeds this timeframe, the Contractor shall pay \$ 500.00 per day to the City as liquidated damages until said work is complete. The amount shall be deducted from any balance due to the Contractor.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and three (3) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. **Attachment A:** Responses shall be submitted on itemized, signed Bid / Price Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - 1.1. In the event of errors in extension pricing, unit prices shall govern.
2. **Attachment B:** Provide the name, address, telephone number and E-MAIL of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **NOTE: E-MAIL ADDRESSES ARE REQUIRED.**

The following items shall be made available upon request by the City prior to award and the approval of any contract:

1. Certifications of Insurance and endorsements as described in the City of Round Rock Insurance Requirements and identified on the City's webpage at:
<http://www.roundrocktexas.gov/home/index.asp?page=463>.
2. A copy of any applicable Contractor's and other licenses required to perform the type of work described in this specification.

EXHIBIT "A"

SOLICITATION NUMBER
13-054
SPECIFICATION NUMBERS
13-910-05; 910-08; 914-30; 910-52; 909-61
DATE
JULY 2013

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2013

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

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

PRODUCER Texas Insurance Marketplace 5222A Thunder Creek Road Austin TX 78759-4037	CONTACT NAME: Renee Brooks	
	PHONE (A/C, No, Ext): (512) 420-9442 FAX (A/C, No): (512) 420-9819	
	E-MAIL ADDRESS: Renee@txlowcost.com	
INSURED Mario L Carlin Mario L Carlin Management LLC Po Box 6087 Round Rock TX 78681-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Certain UW at Lloyds London	
	INSURER B : Tower National InsuranceCo	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	ARTGC37652	06/22/2012	06/22/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NUGDN02078-12	06/22/2012	06/22/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

AI 013501

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

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PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

PROGRESSIVE

Named insured

ECOGREEN LANDSCAPING
3219 HARPERS FERRY LN
AUSTIN, TX 78745

Policy number: 07832247-2

Underwritten by:
Progressive County Mutual Ins Co
March 30, 2013
Policy Period: Feb 16, 2013 - Feb 16, 2014
Page 1 of 2

progressive.com

Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-800-895-2886

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your policy information has changed

Your coverage began on February 16, 2013 at 12:01 a.m. This policy expires on February 16, 2014 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852TX (02/07), 1652TX (05/07), 1198 (01/04), Z529TX (03/07), Z528TX (03/07), 4852TX (03/07), 4881TX (06/11) and Z228 (01/11).

The named insured organization type is a corporation.

Automobile Burglary/Theft Prevention Authority Fee

Notice: A fee of \$4.00 is payable in addition to the premium due under this policy. This fee reimburses the insurer, as permitted by 28 TAC Sec. 5.205, for the \$2.00 fee per motor vehicle per year required to be paid to the Automobile Theft Prevention Fund under Texas Civil Statutes, Article 4413(37), Sec. 10, which became effective on June 6, 1991, and revised effective September 1, 2011.

Policy changes effective March 12, 2013

Premium change: -\$28.00

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$2,564
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	\$300,000 combined single limit		294
Uninsured Motorist Property Damage	Included in combined single limit	\$250	96
Personal Injury Protection	\$5,000 each person		122
Comprehensive			359
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			698
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$4,133
Automobile Burglary/Theft Prevention Authority Fee			4
Fees			40
Total 12 month policy premium and fees			\$4,177

Rated drivers

1. DANIEL H BESA
2. PATSQUINEL BESA

Auto coverage schedule

1. 2006 Ford F250		Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)		
VIN: 1FTSW21P26EA11642		Garaging Zip Code: 78745		Radius: 50
Liability Premium	Liability	UM/UM BI	UM PD	PIP
	\$1,300	\$147	\$48	\$59
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium
	\$500	\$206	\$500	\$288
				Auto Total
				\$2,048

2. 2001 NON Owned Trailer				
VIN: REQUESTED22222222		Garaging Zip Code: 78745		Radius: 50
Liability Premium	Liability			Auto Total
	\$0			\$0

3. 2012 Ford F350		Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)		
VIN: 1FT8W3BT4CEC92513		Garaging Zip Code: 78745		Radius: 50
Liability Premium	Liability	UM/UM BI	UM PD	PIP
	\$1,264	\$147	\$48	\$63
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium
	\$500	\$153	\$500	\$410
				Auto Total
				\$2,085

Premium discounts

Policy	
07832247-2	Business Experience, Paid In Full and Package

Loss Payee information

1. Loss Payee Auto 1 AMPLIFIED FCU
 PO BOX 85300 AUSTIN, TX 78708
 2006 Ford F250 (1FTSW21P26EA11642)

Additional Insured information

1. Additional Insured PINNACLE
 1800 PRESTON PK PLANO, TX 75093
2. Additional Insured PARTNERS REMODLEING
 3219 HARPERS FR AUSTIN, TX 78745

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

PROGRESSIVE

Policy number: 07832247-2

Underwritten by:
Progressive County Mutual Ins Co
May 15, 2013
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured CITY OF ROUND ROCK 221 E MAIN ST ROUND ROCK, TX 78664	ECOGREEN LANDSCAPING 3219 HARPERS FERRY LN AUSTIN, TX 78745	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 16, 2013

Policy Expiration Date: Feb 16, 2014

Insurance coverage(s)

Limits

Bodily Injury/Property Damage

\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2006 FORD F250 1FTSW21P26EA11642

2001 NON OWNED TRAILER REQUESTED22222222

2012 FORD F350 1FT8W3BT4CEC92513

Certificate number

13513DSU247

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



BID TABULATION BID NUMBER: 13-054 BID OPENING: 8/15/13 @ 3:00 PM BUSINESS CENTER FOUNDATION REPAIRS		VENDOR	VENDOR	VENDOR
		Partners Remodeling Restoration and Waterproofing	AGH2O Holdings, LLC	AMT Concrete, LLC
Item #	Bid Item(s)			
1	BUSINESS CENTER FOUNDATION REPAIRS PRICE:	\$ 69,500.00	\$ 76,977.00	\$ 130,000.00
2	WARRANTY PERIOD PROPOSED (in years):	5 Years	1 Year	1 Year



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution nominating a representative for the Williamson Central Appraisal District Board of Directors.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Sara White, City Clerk

Cost: \$0.00

Indexes:

Attachments: Resolution, WCAD Letter

Text of Legislative File 13-819

The Williamson Central Appraisal District (WCAD) is responsible for appraising property in the county at its market value for property taxation purposes. The 5-member board of directors sets policies for the WCAD and hired the Chief Appraiser. The board also approves the WCAD annual budget, which is funded by pro-rated assessments of the taxing entities in the county. The board also appoints the Appraisal Review Board, a quasi-independent group that hears and rules on property tax protests.

The WCAD board of directors is instrumental in development and maintaining an appraisal district that is well managed and fair to both individual tax payers and the entities that depend upon property tax revenue to fund local government operations. Staff recommends nominating Rufus Honeycutt for another two year term. Rufus was first appointed to the board in 2011.

This resolution simply allows the City to submit its nominations which are due by October 15th. Staff will bring back another item to cast votes when that time comes. Staff recommends approval.

RESOLUTION NO. R-13-10-10-___

WHEREAS, Section 6.03(g) of the Tax Code provides for the governing body of each taxing unit to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the Council of the City of Round Rock wishes to nominate Rufus Honeycutt,
Now Therefore,

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

That the City Council of Round Rock hereby nominates Rufus Honeycutt for the Williamson Central Appraisal District Board of Directors.

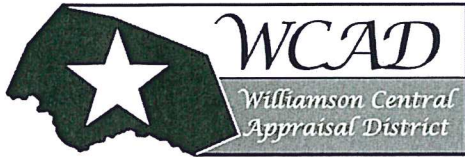
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

October 1, 2013

Alan McGraw, Mayor
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664



Dear Mayor McGraw:

According to Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson Central Appraisal District.

Also enclosed is a brief outline of the election procedures in order to assist you in your scheduling of the required actions and a description of eligibility requirements.

Nominations must be made by resolution and returned to me before **October 15, 2013**. A sample resolution is enclosed for your review and will be available electronically if needed. If you have any questions, or if I can be of assistance, please feel free to call.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

ARL/cam

Enclosures

Board of Directors Harry Gibbs, Chairman
Deborah Hunt, Vice-Chairman
Cecilia M. Crowley, Secretary
Rufus Honeycutt
Charles Chadwell

Chief Appraiser Alvin Lankford
alvinl@wcad.org

**2013
Board Election Votes**

Taxing Jurisdiction	Number of Votes	Taxing Jurisdiction	2012 Levy	%	x 1,000		x 5
City of Austin	145	City of Austin	\$ 21,924,627	0.028638276	28.63828	29	145
City of Bartlett	0	City of Bartlett	\$ 149,142	0.000194812	0.194812	0	0
City of Cedar Park	140	City of Cedar Park	\$ 21,830,678	0.028515558	28.51556	28	140
City of Florence	0	City of Florence	\$ 252,466	0.000329775	0.329775	0	0
City of Georgetown	115	City of Georgetown	\$ 17,467,453	0.022816249	22.81625	23	115
City of Granger	0	City of Granger	\$ 360,521	0.000470918	0.470918	0	0
City of Hutto	30	City of Hutto	\$ 4,625,647	0.006042089	6.042089	6	30
City of Jarrell	5	City of Jarrell	\$ 392,471	0.000512651	0.512651	1	5
City of Leander	70	City of Leander	\$ 10,693,235	0.013967664	13.96766	14	70
City of Liberty Hill	5	City of Liberty Hill	\$ 615,138	0.000803502	0.803502	1	5
City of Pflugerville	0	City of Pflugerville	\$ 59,869	7.82018E-05	0.078202	0	0
City of Round Rock	220	City of Round Rock	\$ 33,900,116	0.044280839	44.28084	44	220
City of Taylor	40	City of Taylor	\$ 6,364,166	0.008312969	8.312969	8	40
City of Thrall	0	City of Thrall	\$ 131,874	0.000172256	0.172256	0	0
City of Thorndale	0	City of Thorndale	\$ 420	5.4861E-07	0.000549	0	0
City of Weir	0	City of Weir	\$ 58,723	7.67053E-05	0.076705	0	0
Bartlett ISD	5	Bartlett ISD	\$ 477,238	0.000623375	0.623375	1	5
Burnet ISD	0	Burnet ISD	\$ 52,922	6.91275E-05	0.069128	0	0
Coupland ISD	5	Coupland ISD	\$ 547,412	0.000715038	0.715038	1	5
Florence ISD	20	Florence ISD	\$ 2,853,202	0.003726895	3.726895	4	20
Georgetown ISD	510	Georgetown ISD	\$ 77,740,689	0.101546052	101.5461	102	510
Granger ISD	10	Granger ISD	\$ 1,290,408	0.00168555	1.68555	2	10
Hutto ISD	155	Hutto ISD	\$ 24,043,460	0.031405927	31.40593	31	155
Jarrell ISD	60	Jarrell ISD	\$ 9,061,168	0.011835833	11.83583	12	60
Leander ISD	755	Leander ISD	\$ 115,986,625	0.151503466	151.5035	151	755
Lexington ISD	0	Lexington ISD	\$ 23,206	3.0312E-05	0.030312	0	0
Liberty Hill ISD	100	Liberty Hill ISD	\$ 14,968,969	0.019552691	19.55269	20	100
Pflugerville ISD	0	Pflugerville ISD	\$ 113,183	0.000147841	0.147841	0	0
Round Rock ISD	1410	Round Rock ISD	\$ 216,021,008	0.282169875	282.1699	282	1410
Taylor ISD	75	Taylor ISD	\$ 11,361,270	0.014840261	14.84026	15	75
Thorndale ISD	0	Thorndale ISD	\$ 180,398	0.000235639	0.235639	0	0
Thrall ISD	15	Thrall ISD	\$ 2,215,011	0.002893281	2.893281	3	15
Williamson Co. & FM/RD	1110	Williamson Co. & FM/RD	\$ 169,808,053	0.221805821	221.8058	222	1110
Austin Community College	145	Austin Community College	\$ 21,970,200	0.028697804	28.6978	29	145
EWC Higher Ed Center	5	EWC Higher Ed Center	\$ 771,200	0.001007353	1.007353	1	5
Total	5000		\$ 765,570,769	1	1000	1000	5000

Board of Directors Election

Excerpts from Texas Property Tax Code Section 6.03 Board of Directors

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g), alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.

BOARD OF DIRECTORS

The Williamson Central Appraisal District is governed by a Board of five Directors.

Eligibility

To be eligible to serve on the Board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment.

Section 6.035 of the Property Tax Code states an individual is ineligible to serve on an appraisal district Board of Directors if the individual owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

- (a) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement
- (b) a suit to collect the delinquent taxes is deferred or abated

An employee of a taxing unit participating in the appraisal district is not eligible to serve unless the individual is also a member of the governing body or an elected official of a taxing unit participating in the district.

Section 6.035 of the Property Tax Code, effective September 1, 1989, bars a Board member from serving if the member is related to a person who operates for compensation as a tax agent or a property tax appraiser in the appraisal district.

Section 6.036 of the Property Tax Code, effective September 1, 1989, bars a person from serving on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district.

Term of Office

Members of the Board of Directors will serve two-year terms beginning in January of even numbered years.

Selection

Section 6.03 of the Property Tax Code establishes the selection process for Appraisal District Directors. Members of the Board are selected by certain taxing units participating in the district. An option of the Property Tax Code allows three-fourths of the voting units to increase the number of Directors. The taxing units of Williamson County have adopted a five member Board of Directors.

Vacancies on the Board

Section 6.03 of the Property Tax Code (Board of Directors) provides that in the event of a vacancy on the Board, the governing body of the taxing unit or units shall nominate a candidate. The Board of Directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

Recall

Section 6.033 of the Property Tax Code (Recall of Director) provides that the governing body of a taxing unit that participated in the appointment of an individual to the Board may initiate the procedure for recall of its representative.

RESOLUTION NO. _____

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the _____
(Entity)

Wishes to nominate the following individuals:

NOW THEREFORE BE IT RESOLVED BY _____
(Governing Body)

_____,
that the _____ hereby nominates the
(Entity)
individuals listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED this _____ day of _____, 2013.

Signed _____
Presiding Officer

Attest: _____
Secretary



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution adopting the Self-Funded Health Fund Budget for FY 2013-2014.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$0.00

Indexes: Self-Funded Health Insurance

Attachments: Resolution, Exhibit A

Text of Legislative File 13-779

Item Summary:

The City provides a self-funded health, dental, and vision plan which was originally created in 1993. The City updates the plan periodically to address the needs of its employees. By reviewing the marketplace and updating the plan design, the City has shown cost savings throughout the years.

This fund accounts for the activities of the City's health insurance needs. This ordinance will establish a budget for sources and uses related to this fund. It will continue to restrict funds related to GASB 45 (retiree health insurance benefits).

Staff recommends approval.

RESOLUTION NO. R-13-10-10-__

WHEREAS, the Finance Department has submitted a proposed budget for the Self-Funded Health Insurance Fund for fiscal year 2013-2014, Now Therefore

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

That the budget submitted by the Finance Department for the Self-Funded Health Insurance Fund for fiscal year 2013-2014, attached hereto as Exhibit "A", is hereby approved.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**City of Round Rock
Self-Funded Health Insurance Fund
2013-2014 Budget**

**EXHIBIT
"A"**

Description of Item	12-13 Approved Budget	12-13 Estimated Actuals	13-14 Proposed Budget
Fund Balance 10/1/13	\$8,587,557	8,570,753	\$6,840,737
Less: Restricted for GASB 45 Funding	(5,249,000)	(5,249,000)	(5,249,000)
Less: 15% Reserves	(1,288,134)	(1,285,613)	(1,026,111)
	<u>2,050,423</u>	<u>2,036,140</u>	<u>565,626</u>
REVENUES:			
Reinsurance Proceeds	250,000	430,000	250,000
COBRA/Retiree Contributions	175,000	175,000	175,000
Interest Income	10,000	10,000	15,000
City/Employee Contributions - General Fund	6,392,577	5,950,000	6,897,203
City/Employee Contributions - Utility Fund	1,176,000	1,060,000	1,252,440
City/Employee Contributions - Hotel Fund	22,698	23,000	23,940
City/Employee Contributions - Sports Complex	7,566	9,900	55,860
City/Employee Contributions -- Drainage	136,188	142,000	143,640
Total Revenues	<u>8,170,029</u>	<u>7,799,900</u>	<u>8,813,083</u>
Total Funds Available	<u>10,220,452</u>	<u>9,836,040</u>	<u>9,378,709</u>
EXPENDITURES:			
Wellness Programs	58,275	73,275	75,000
Professional Services	75,000	75,000	75,000
Administrative Fees	389,772	426,000	359,000
Stop Loss/Reinsurance Fees	1,016,400	725,000	730,500
Health Claims	6,050,000	6,000,000	6,000,000
Dental Claims	495,000	465,000	495,000
Vision Claims	100,000	50,000	50,000
Prescription Claims	1,375,000	1,350,000	1,375,000
Long Term Disability	95,000	64,000	95,000
Life Insurance	0	0	60,000
Total Expenditures	<u>9,654,447</u>	<u>9,228,275</u>	<u>9,314,500</u>
Transfer to General Fund	263,000	263,000	0
Transfer to Utility Fund	38,641	38,641	0
Total Transfers	<u>301,641</u>	<u>301,641</u>	<u>0</u>
Total Expenditures & Transfers	9,956,088	9,529,916	9,314,500
Estimated Unreserved Fund Balance 9/30/14	<u>\$264,364</u>	<u>\$306,124</u>	<u>\$64,209</u>

based on 777 employees



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution approving the budget and authorizing the expenditure of funds for capital repair work and capital improvements at the Convention Center Complex (Dell Diamond).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost:

Indexes: Dell Diamond Capital Improvement Fund; Dell Diamond Capital Repair Fund

Attachments: Resolution, Exhibit A, Exhibit B

Text of Legislative File 13-780

Item Summary:

As stated in the Convention Center Complex Lease Agreement, the Lessee (Round Rock Baseball) must provide the City a proposed schedule and budget for Capital Repair Work and Capital Improvements to be completed at the Complex. The City, as owner of the Complex, must pay for the applicable repairs and improvements from Hotel Occupancy Taxes set aside in a Capital Repair Work Account.

Repairs include: reworking of dugout steps; back flow installation near stands & kitchens; re-lamp of field lights; refurbishing UHC bathrooms; replacement of HVAC units; replace wood trellis; concession roll-up door and door replacements; automated dock gate; concrete spalling, and Intel club seat bottoms replacements.

Improvements need to be made to the 3rd base concession area; addition of awnings over press box and Control room, and installation of netting near Home Run Porch and balconies. For FY14, an improvement to the infield and outfield turf is needed in the amount of \$260,000.

Annually the City is contractually required to maintain accounts for capital repair (\$250,000) and capital improvements (\$100,000) related to the Convention Center Complex. For FY14, the City will provide an additional \$130,000 for turf project and the lessee will contribute \$130,000 towards the project.

Staff recommends approval.

RESOLUTION NO. R-13-10-10-__

WHEREAS, on January 20, 1999, the City of Round Rock (“City”) and Ryan Sanders Ryan, Inc. (“RSR”) entered into that one certain Convention Center Complex Lease Agreement (“Lease”) which was thereafter assigned on March 29, 1999 to Round Rock Baseball Club, Inc. (“RRBI”), and

WHEREAS, the RRBI has submitted a letter requesting the expenditure of funds for Capital Repair Work and Capital Improvement Work, attached hereto as Exhibit “A”, and

WHEREAS, Article V, Section 5.12, of the Lease sets forth the procedures and process for the approval of Capital Repair Work and Capital Improvement Work and require that such be approved by the City Council, Now Therefore

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

That the proposed Capital Repair Work and Capital Improvement Work and expenditure of funds for the Convention Center Complex, as set forth in Exhibit "B", attached hereto and incorporated herein for all purposes, are hereby approved.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**EXHIBIT
"A"**

September 19, 2013

Cheryl Delaney
Finance Director
City of Round Rock TX

Dear Cheryl,

Please accept this letter as our request for City approval to access funds contained in Capital Repair Fund #593 and Capital Improvement Fund #595 for the following projects:

Capital Repair Fund #593 – Total request \$250,000

- Dugout steps repair
- Backflow installation in concession stands and kitchens
- Relamp and repair field lights
- UHC restroom refurbishment
- HVAC replacements
- First base and right field gate trellis replacement
- Concession stand roll up doors and stand door repairs and replacement
- Automated dock gate repairs
- Concrete spalling repairs
- Intel Club balcony seat bottom replacements

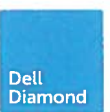
Capital Improvement Fund #595 – Total Request \$100,000

- Third base concession improvements
- Installation of awnings over press box and control room windows
- Installation of bird control netting over suite balconies and Home Run Porch

We thank you for your consideration and are available to answer any questions you may need help with.

Respectfully,

George King
Executive Vice-President/General Manager



**City of Round Rock
Capital Improvement Fund #595
2013-2014 Budget**

**EXHIBIT
"B"**

DESCRIPTION OF ITEM	12-13 Adopted Budget	12-13 Estimated Actual	13-14 Proposed Budget
Beg. Est. Unreserved Fund Balance 10/1/13	\$ 2,802	\$ 2,803	\$ 1,858
<u>REVENUES</u>			
Interest Income	25	55	25
Transfer from Hotel Fund	200,000	100,000	100,000
Transfer from Hotel Fund (Rev I)	0	0	130,000
Contribution	0	0	130,000
Total Revenues	<u>200,025</u>	<u>100,055</u>	<u>360,025</u>
Available Balance	<u>202,827</u>	<u>102,858</u>	<u>361,883</u>
<u>EXPENDITURES:</u>			
Improvements to Dell Diamond	200,000	101,000	360,000
Subtotal 2014 Expenditures	<u>200,000</u>	<u>101,000</u>	<u>360,000</u>
Total Expenditures	<u>200,000</u>	<u>101,000</u>	<u>360,000</u>
Estimated Unreserved Fund Balance 9/30/14	\$ <u>2,827</u>	\$ <u>1,858</u>	\$ <u>1,883</u>

**City of Round Rock
Capital Repair Fund #593
2013-2014 Budget**

DESCRIPTION OF ITEM	12-13 Adopted Budget	12-13 Revised Budget	12-13 Estimated Actual	13-14 Proposed Budget
Beg. Est. Unreserved Fund Balance 10/1/13	\$ 71,868	\$ 71,868	\$ 71,868	\$ 2,953
<u>REVENUES</u>				
Interest Income	55	55	85	55
Transfer from Hotel Fund	250,000	250,000	250,000	250,000
Total Revenues	<u>250,055</u>	<u>250,055</u>	<u>250,085</u>	<u>250,055</u>
Available Balance	<u>321,923</u>	<u>321,923</u>	<u>321,953</u>	<u>253,008</u>
<u>EXPENDITURES:</u>				
Repairs to Dell Diamond	267,793	267,793	265,000	250,000
Add'l Repairs to Dell Diamond (Rev #1)	0	54,000	54,000	0
Subtotal 2014 Expenditures	<u>267,793</u>	<u>321,793</u>	<u>319,000</u>	<u>250,000</u>
Total Expenditures	<u>267,793</u>	<u>321,793</u>	<u>319,000</u>	<u>250,000</u>
Estimated Unreserved Fund Balance 9/30/14	\$ <u>54,130</u>	\$ <u>130</u>	\$ <u>2,953</u>	\$ <u>3,008</u>

Proposed Capital Expenditures for Convention Center

FY 2014

Capital Repair Items	Estimated Cost
Dugout steps	\$ 8,000
Backflow installation	16,000
Re-lamp field lights	40,000
UHC restroom refurbishment	60,000
Phase II HVAC replacements	50,000
Replace trellis	25,000
Concession roll up door and door repair/replacement	15,000
Automated dock gate repairs	11,000
Concrete spalling repairs	14,500
Intel club seat bottom replacement	10,500
TOTAL CAPITAL REPAIRS	\$ 250,000

Capital Improvement Items	Estimated Cost
Replacement of infield & outfield turf	\$ 260,000
3rd base concession	70,000
Press/Control awnings	10,000
Bird control netting	20,000
TOTAL CAPITAL IMPROVEMENTS	\$ 360,000



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution adopting an updated investment policy and strategy for the investment of City funds.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, 2013 Proposed Changes to Investment Policy

Text of Legislative File 13-781

Item Summary:

The Investment Policy of the City of Round Rock, Texas, is adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act. This policy establishes guidelines for the investment officers with regard to how City funds will be invested. This policy also establishes guidelines for periodic review and reporting of the investments.

The primary objective of this policy is to preserve capital and maintain the safety of principal in the portfolio.

The Public Funds Investment Act requires governmental entities to submit their investment policy to their governing body for review and approval at least on an annual basis. The City has had an adopted investment policy for several years and has updated it periodically to address changes in laws and policy. Changes this year are recommended by the City's investment advisor and investment officers to provide more clarity to the broker/dealers on the types of investments along with their specific maximum maturity, the addition of FDIC insured interest bearing accounts, the exclusion of prime funds for Money Market Mutual funds due to SEC changes in these types of funds, additional brokers to the authorized broker/dealer listing, and some other minor clarifications.

Staff recommends approval.

RESOLUTION NO. R-13-10-10-___

WHEREAS, pursuant to Section 2256.005, Texas Government Code (“the Act”) the City Council desires to adopt a written investment policy and investment strategy regarding the investment of City funds; and

WHEREAS, the City Council has reviewed the attached updated policy and has determined same to be in compliance with the Act, Now Therefore

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

That the updated Investment Policy and Investment Strategy for the investment of City funds, attached hereto as Exhibit “A” and incorporated herein, is hereby approved and adopted.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"



City of Round Rock, Texas
Investment Policy & Strategy
October 10, 2013

City of Round Rock, Texas
Investment Policy & Strategy
October 10, 2013

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City of Round Rock, Texas
Investment Policy
October 10, 2013

"I'm not as concerned about the return on my principal as I am about the return of my principal."

Will Rogers

I. Introduction

The Investment Policy of the City of Round Rock, Texas, is adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (the "Act"). This Policy establishes guidelines for the Investment Officers with regard to how City funds will be invested. This Policy also establishes guidelines for periodic review and reporting of the investments.

II. Scope And Legal Requirements

A. Scope

This Investment Policy for the City of Round Rock, Texas applies to the financial assets of all funds, including the following City funds:

- 1) General Fund
- 2) Special Revenue Funds
- 3) Debt Service Funds
- 4) Capital Project Funds
- 5) Enterprise Funds
- 6) Internal Service Funds
- 7) Trust and Agency Funds
- 8) Reserve Fund
- 9) Any new funds created by the City and any funds managed by the City of Round Rock, Texas, as trustee or agency, unless exempted by law. In addition to this Policy, bond

funds established by bond ordinances shall be managed by their governing ordinances and all applicable State and Federal Law.

B. State Statute

All funds covered by this Investment Policy shall be invested in accordance with the Public Funds Investment Act as amended from time to time. (Texas Government Code, Ch. 2256.)

C. Delegation of Authority

The Director of Finance, the Assistant Finance Director, the Accounting Manager, and the Treasury Accountant are hereby designated as the Investment Officers of the City of Round Rock, Texas, and are responsible for investment decisions and activities consistent with this Investment Policy.

The Investment Officers shall be responsible for all transactions and compliance with the internal controls, insure all safekeeping, custodial, and collateral duties consistent with this Investment Policy, as well as establishing and maintaining written procedures for cash management. The Investment Officers shall maintain timely, accurate and systematic records of all investments, maturities and earnings. Bonding of all staff with financial signatory authority is required and such bonding requirements will also apply to those individuals authorized to place, purchase or sell investment instruments. Bonding will protect the public against loss from possible embezzlement and malfeasance.

III. Investment Objectives

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they have resulted from securities defaults or erosion of market value.

With foremost emphasis on safety of principal (i.e. avoidance of capital losses), the Investment Officers will ensure that preservation of capital and protection of principal in the overall portfolio is maintained. Speculation is prohibited.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with anticipated cash flow requirements; investing in securities with active secondary markets; and maintaining appropriate portfolio diversification.

IV. Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The standard of care shall be applied to the context of managing the overall portfolio.

V. Investment Strategy

In conjunction with the annual Policy review, the City Council shall review the separate written investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

- 1) Investment suitability
- 2) Preservation and safety of principal
- 3) Liquidity
- 4) Marketability prior to maturity of each investment
- 5) Diversification
- 6) Yield

VI. Authorized Investments

A. Authorized Investments

The following is a list of authorized and legal investment options:

- 1) Obligations of the United States or its agencies and instrumentalities, excluding mortgage backed securities, with a maximum stated maturity of three (3) years);
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities with a maximum stated maturity of three (3) years);
- 3) Other obligations the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or

their respective agencies and instrumentalities with a maximum stated maturity of three (3) years);

4) Obligations of states agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than “A” or its equivalent with a maximum stated maturity of three (3) years) .

5) Certificates of Deposit as authorized under the Act with a maximum maturity of two years.

6) Repurchase Agreements which are fully collateralized as authorized by the Act. Flex repurchase agreements may be used for capital project funds but will not extend past the anticipated expenditure schedule.

7) A1/P1 Commercial Paper as authorized by the Act with a maximum maturity of 90 days.

8) AAA-Rated Money Market Mutual Funds as authorized by the Act, excluding *prime* funds.

9) Constant dollar local government investment pools as authorized by and compliant with the Act.

10) FDIC insured *Brokered Certificate of Deposit* securities purchased from a broker or a bank in Texas, delivered versus payment to the City’s safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify before purchase the FDIC status of the bank on www.2fdic.gov/idasp/main_bankfind.asp to assure that the bank is FDIC insured.

11) Fully insured or collateralized interest bearing accounts from any bank in Texas.

B. Unacceptable Investments

This Policy bestows the authority upon the Investment Officer to determine certain investment instruments as unsuitable for the City even though those investments may be authorized by this Policy and/or the Public Funds Investment Act. Additionally, certain investments are expressly prohibited by the Public Funds Investment Act.

An investment that requires a minimum rating under this Policy and/or the Public Funds Investment Act does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.

The Investment Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally

recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall immediately solicit bids for and sell the security, if possible, regardless of a loss of principal.

The Investment Officer shall monitor, on no less than a monthly basis, the status and ownership of all banks issuing brokered CDs owned by the city based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately contact the banks and liquidate any brokered CD which is above the FDIC insurance level.

C. Protection of Principal

The City shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in this Policy; by qualifying the broker, dealer and financial institution with whom the City will transact; by collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed “delivery versus payment” through the City’s safekeeping agent. By so doing, City funds are not released until the City has received, through the safekeeping agent, the securities purchased.

D. Diversification by Investment Type

Diversification by investment type is primarily intended to reduce the credit risk inherent to a particular issuer or investment type. The City will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, and the percentage limitations listed below, no more than 50% of the City’s total investment portfolio will be invested in a single security type or with a single financial institution.

<u>Investment Type</u>	<u>Portfolio Limitation</u>
1) U.S. Government Agencies and Instrumentalities	50%
2) States and their Agencies, Counties, Cities and Other Political Subdivisions of a State.....	35%
3) Commercial Paper	20%

Bond proceeds may be invested in a single security or investment if the Investment Officers determine that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage recordkeeping and calculation.

E. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

1) Operating Funds

Maturity Limitation: The weighted average days to maturity for the operating fund portfolio shall be less than 360 days and the maximum allowable maturity shall be three years.

2) Capital Project Funds

Maturity Limitation: Funds used for construction programs have reasonably predictable draw down schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Bond proceeds (excluding reserve and debt service funds) shall generally be limited to the cash flow requirements or the “temporary period” as defined by Federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

3) Debt Service Funds

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment.

Maturity Limitation: The Investment Officers shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

4) Debt Service Reserve Funds

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy.

Maturity Limitation: Maturities shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue. All Debt Service Reserve Fund investment maturities shall not exceed three years.

City funds that are considered “bond proceeds” for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate rules require refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be made available for any necessary payments to the U.S. Treasury.

VII. Relationships With Financial Institutions and Firms

A. Depositories

Depositories shall be selected through the banking service procurement process, which shall include a formal request for proposals no less than every five (5) years. In selecting the depository, the creditworthiness of institutions shall be considered and the Investment Officers shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. The City depository contract and other financial relationships for banking services are outside the scope of this Investment Policy.

B. Selection and Compliance of Investment Providers

An investment firm offering to engage in an investment transaction with the City must execute a written instrument stating that the qualified representative has received and thoroughly reviewed the Investment Policy of the City. The qualified representative also must acknowledge that the firm has implemented reasonable procedures and controls to preclude transactions conducted between the City and the firm that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, or requires an interpretation of subjective investment standards.. The Investment Officers may not acquire or otherwise obtain any authorized investment from a person who has not delivered to the City an instrument in substantially the form described above. The following institutions or firms may qualify under this section:

- 1) Security Dealers and Dealer Banks which are the approved and designated Dealers of the Federal Reserve Bank of New York "Primary Dealers".
- 2) Security Dealers, Dealer Banks and Savings and Loans which are not designated as "Primary Dealers" but which are approved individually by the City Council.
- 3) Banks and Savings and Loans Associations domiciled in the State of Texas (for the placement of insured and collateralized certificates of deposit).

Addendum A is the list of brokers/dealers who have qualified and are hereby approved to conduct business with the City as required by the Act. The qualified broker/dealer list must be reviewed and approved by City Council at least annually.

VIII. Custodial Safekeeping

To protect against potential fraud and embezzlement, investments shall be secured through third party custody and safekeeping procedures. All security purchases and trades conducted for the City of Round Rock will be settled and protected by the City's third party safekeeping agent.

The City shall contract with a third party safekeeping and custodial agent for the safekeeping of securities either owned by the City as part of its investment portfolio or a custodian for securities held as collateral to secure deposits or repurchase agreements. The use of the Delivery Versus Payment (DVP) procedure will be continually used for investment securities transactions, purchases and sales. The City shall authorize the release of DVP funds only after its safekeeping agent has received securities or receipt for same into the City's custody account.

Safekeeping procedures shall be reviewed annually by the independent auditor.

IX. Depository and Contractual Trading Requirements

A. Wire Transfer Authorizations

Whenever possible, the City will use pre-formatted wire transfer to restrict the transfer of funds to pre-authorized accounts only. Dual authorization forms shall be in continual use for all wire transfers. Secondary authorization for all wires will be required by the City.

B. Collateralization Requirement

The City, in accordance with state statute, requires all City funds held by financial institutions above the FDIC insurable limit to be collateralized with securities pledged to the City. Those securities shall have a market value equaling at least 102% of the total value of City funds held and shall be placed with a third party custodial agent. *Collateral may be substituted or released only with the written authorization of an Investment Officer.* Allowable collateral may consist only of the following securities as permitted under the Public Funds Collateral Act (Texas Government Code, Ch. 2257).

- Obligations of the US Government, its agencies and instrumentalities including mortgage backed securities and CMOs which pass the *bank test, as defined by the statute*
- Obligations of any US state, agencies, counties, cities and other political subdivisions rated as to investment quality by at least one nationally recognized rating agency.

A monthly report listing the collateral must be provided directly from the Custodian to the City.

Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City. The "Security for Deposits" portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

1. the Agreement must be in writing
2. the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
3. the Agreement must be approved by the Board of Directors or the Bank Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City;
4. the Agreement must be part of the Depository's "official record" continuously since its execution.

X. Portfolio Valuation and Reporting

A. Reporting

As required by law, the Investment Officers shall submit a written investment report, prepared in accordance with GAAP, signed by each Investment Officer of the City within a reasonable time after the end of each fiscal quarter to the City Council detailing the investment position for the previous quarter. Quarterly market values will be obtained from the City's financial advisor, or other source believed to be reliable, in order to monitor the portfolio's position.

- 1.) For pooled investments -
 - a. the report must state the beginning book value and market value of the pool portfolio for the reporting period,
 - b. changes to the book value and market value during the reporting period
 - c. the ending book value and market value of the portfolio and
 - d. the fully accrued interest for the reporting period.
- 2.) For separately invested assets -
 - a. the report must state the book value and market value for each investment at the beginning and end of the reporting period
 - b. the report also must disclose the stated maturity date for each separate investment and must show the specific fund from which moneys were received to purchase the investment.
- 3.) The report must state compliance of the investment portfolio with the City's Investment Strategy and relevant provisions of the Public Funds Investment Act.

B. Internal Controls

The Investment Officers shall establish a system of internal controls, which shall be documented in writing and reviewed periodically by the City auditors. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions. Dual controls of all investment activities will consistently be maintained by the Investment Officers.

The Investment Officers shall develop and maintain written administrative procedures for the operation of the investment and cash management program, consistent with this Investment Policy.

C. External Audit

In accordance with the Public Funds Investment Act, in conjunction with the City's annual financial audit, a compliance audit of management controls on investments and adherence to the City's established investment policies shall be performed. An annual review of the City's quarterly reports will also be performed by an independent auditor with the results being presented to the City Council.

XI. Quality and Capability of Investment Management

A. Training

It is the City's policy to provide training required by the Public Funds Investment Act Section 2256.008(a)(2) through courses and seminars offered in compliance with the Act in order to insure the quality and capability of the Investment Officers in making investment decisions.

B. Limitation of Liability

The Investment Officers acting in accordance with this Policy and the City's Investment Strategy and exercising due diligence shall be relieved of personal responsibility for an individual security's performance provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse development.

C. Ethics

The Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Furthermore, in accordance with the Public Funds Investment Act, an Investment Officer who has a personal business relationship with a firm or is related to individuals seeking to sell to the Investment Officer must disclose such relationships in accordance with Section 2256.005 of the Public Funds Investment Act.

XII. Review and Amendment

This Policy shall be reviewed annually by the City Council. Amendments must be approved by the Investment Officers and adopted by the City Council.

XIII. Conclusion

The Investment Officers will adhere to this Investment Policy in all investment decisions for the City of Round Rock, Texas. The City Council will review and adopt, by resolution, the Investment Policy every year because of the dynamic nature of the financial markets. If changes are necessary because of changes to the financial markets and/or State law, the adopting resolution will include reference to the changes.

City of Round Rock, Texas **Investment Strategy**

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. The investment strategy for all funds is established according to the following priorities:

- 1) Investment suitability
- 2) Preservation and safety of principal
- 3) Liquidity
- 4) Marketability prior to maturity of each investment
- 5) Diversification
- 6) Yield

Investment guidelines by fund-type are as follows:

1. Operating Funds

The current operating funds are used for day-to-day operating activities and, accordingly, require short-term liquidity.

Suitability - Any investment eligible in the Investment Policy is suitable for the Operating Funds.

Safety of Principal - All investments are to be of high quality instruments with no perceived default risk. Market price fluctuations will, however, occur. By managing the weighted average days to maturity for the Operating Funds portfolio to less than 360 days and restricting the maximum allowable to three years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. An efficient market is generally defined as a bid-asked price relationship being no greater than 1/4 of 1 percent of principal value.

Liquidity - Short term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments. . Reserves established in accordance with the City's cash reserves policy or designated for specific purposes and time frames may be invested for longer terms

Diversification - Diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Short term investment pools, money market mutual funds and staggered maturities of securities shall provide timely liquidity and may be utilized.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury bill shall be the minimum yield objective.

2. Debt Service Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Funds.

Safety of Principal - All investments are to be of high quality instruments with no perceived default risk. Market price fluctuations will, however, occur. By managing the Debt Service Fund's portfolio to not exceed the debt service payment schedule, the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash requirement is not probable.

Liquidity - Short term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Short term investment pools, money market mutual funds and staggered maturities of securities shall provide timely liquidity and may be utilized.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury bill shall be the minimum yield objective.

3. Capital Project Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Capital Improvement Funds.

Safety of Principal - All investments are to be of high quality instruments with no perceived default risk. Market price fluctuations will, however, occur. By managing the Capital Project Fund's portfolio to anticipate the construction and or acquisition cash flow requirements, the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Liquidity - Funds used for construction programs have reasonably predictable draw down schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Because of the potential for variance from the anticipated draw down schedule and actual expenditures most investment securities shall have active and efficient secondary markets. Investment pools and money market mutual funds are suitable for providing readily available funds.

Diversification - Diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Short term investment pools, money market mutual funds and staggered maturities of securities shall provide timely liquidity and may be utilized. Bond proceeds may be invested in a single security or investment if the Investment Officers determine that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage recordkeeping and calculation.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury bill shall be the minimum yield objective.

4. Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Funds. Bond ordinance constraints and insurance company restrictions may create issue-specific considerations in addition to the Investment Policy.

Safety of Principal - All investments are to be of high quality instruments with no perceived default risk. Market price fluctuations will, however, occur. By managing the Debt Service Reserve fund's portfolio to not exceed three years or maturity provisions or, generally, the call provisions of the bond issue, the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary for Debt Service Reserve funds.

Liquidity - Debt Service Reserve funds have no anticipated expenditures. Therefore, liquidity up to the maturity date or call date is of minor importance.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury bill shall be the minimum yield objective. Arbitrage regulations should be heeded in investing for yield

Addendum A

CITY OF ROUND ROCK, TEXAS AUTHORIZED LIST OF BROKER/DEALERS

- | | |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 1. First Southwest Company
325 North St. Paul Street, Suite 800
Dallas, TX 75201-4652
877-887-3792 | 6. <u>RBC Capital Markets, LLC</u> *
<u>2711 N. Haskell Avenue, Suite 2500</u>
<u>Dallas, TX 75093</u>
<u>866-410-5833</u> |
| 2. Frost Capital Markets
100 West Houston Street
San Antonio, TX 78296
800-438-4891 | 7. Duncan Williams Inc
9801 Westheimer #302
Houston, TX 77042
800-266-5652 |
| 3. Cantor Fitzgerald *
14185 Dallas Parkway, Suite 870
Dallas, TX 75254
800-883-6332 | 8. Vining-Sparks IBG LP
775 Ridge Lake Blvd
Memphis, TN 38120
800-829-0321 |
| 4. Coastal Securities
5555 San Felipe, Suite 2200
Houston, TX 77056
800-681-4121 | 9. Piper Jaffray & Co.
111 SW Fifth Street, Ste 1900
Portland, OR 97204-3604
877-664-6133 |
| 5.. Morgan Stanley <u>*_____</u>
717 Texas Avenue, Suite 3050
Houston, TX 77002
800-324-2708 | 10. Merrill Lynch <u>*_____</u>
901 Main Street
Dallas, TX 75202
214-209-2015 |

* Federal Reserve Primary Dealer

Proposed Changes to Investment Policy:

	SECTION CHANGED:		PAGE #
1	Section VI. A	Added a maximum maturity to each type of investment	5-6
2	Section VI. A	Added reference to Flex Repurchase agreements for capital project funds	6
3	Section VI. A	Added constant dollar language to Investment Pools	6
4	Section VI. A	Added A1/P1 Requirement for Commercial Paper	6
5	Section VI. A	Defined Brokered Certificates of Deposit as Securities	6
6	Section VI. A	Added insured or collateralized interest-bearing accounts from any Texas bank	6
7	Section VI. A	Excluded Prime Money Market Mutual Funds from authorized investments	6
8	Section VI. E	Changed Debt Service Reserve Fund maximum maturity from 5 years to 3 years to correspond with City's risk tolerance of other types of funds	9
9	Section VII. B	Added that broker/dealer listing must be reviewed and approved by City Council at least annually	10
10	Section VIII.	Added language to clarify between custody and safekeeping	10
11	Section IX. B	Added listing of authorized collateral and excluded surety bonds and line of credit	10-11
12	Section IX. B	Added a monthly report listing of collateral must be provided directly from the Custodian to the City	11
13	Section XIII.	Added that Council will review and adopt the Investment Policy each year and the adopting resolution will contain changes made to existing policy	13
14	Addendum A	Added three additional brokers to Authorized Broker/Dealer listing. Morgan Stanley, Merrill Lynch and Piper Jaffray & Co.	17



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with Unifirst Corporation for Uniform Rental and Laundry Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Cheryl Delaney, Finance Director

Cost: \$98,000.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A

Text of Legislative File 13-801

Item Summary:

The attached Term Renewal Agreement Number 1 is the first of two possible twelve month extensions to the City's agreement for Uniform Rental and Laundry Services from Unifirst Corporation.

Cost: \$98,000.00

Source of Funds: General & Utility Funds

Staff recommends approval

RESOLUTION NO. R-13-10-10-__

WHEREAS, the City of Round Rock has previously entered into an Agreement for Uniform Rental and Laundry Services From Unifirst Corporation (“Agreement”) in September 2008; and

WHEREAS, it has become necessary to extend the Agreement by renewal for the first of two allowable twelve-month renewal periods; and

WHEREAS, the City Council desires to renew said Agreement with Unifirst Corporation,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Term Renewal Agreement No. 1 to “City of Round Rock Agreement for Uniform Rental and Laundry Services From Unifirst Corporation”, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of October, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

**TERM RENEWAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT
FOR UNIFORM RENTAL AND LAUNDRY SERVICES FROM
UNIFIRST CORPORATION"**

This Term Renewal Agreement No. 1 to "City of Round Rock Agreement for Purchase of Uniform Rental and Laundry Services from Unifirst Corporation," hereinafter called "Renewal Agreement," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Unifirst Corporation, a Texas Corporation, hereinafter called "Vendor."

WHEREAS, the City and Vendor executed the referenced "City of Round Rock Agreement for Purchase of Uniform Rental and Laundry Services from Unifirst Corporation," hereinafter called the "Agreement," on September 25, 2008, as authorized by Resolution No. R-08-09-25-14B1; and

WHEREAS, it has become necessary to extend the Agreement by renewal for the first of two (2) allowable twelve-month renewal periods;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Renewal Agreement, the City and Vendor agree as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for one (1) twelve-month period beginning on the last day of the original term of the Agreement.

II.


This Renewal Agreement embodies the first renewal of one (1) twelve-month period following the expiration of the original term of the Agreement, and extends the original Agreement as to time only with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Vendor have executed this Renewal Agreement to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

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

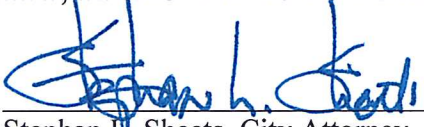
UNIFIRST CORPORATION

By: 
Printed Name: MIKE FERGUSON
Title: GENERAL MANAGER
Date Signed: 9/18/13

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: 
Stephan L. Sheets, City Attorney





City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance approving a change in the rates of Atmos Energy Corporation as a result of a settlement between Atmos and the Atmos Texas Municipalities ("ATM"). (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director:

Cost:

Indexes:

Attachments: Ordinance

Text of Legislative File 13-812

Item Summary:

The City is a member of the Atmos Texas Municipalities ("ATM"). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera).

In the summer of 2013, Atmos and ATM entered into an agreement that approved a process for calculating annual changes to Atmos' rates under a tariff called the Rate Review Mechanism (RRM).

Atmos submitted its RRM package to the cities on or around July 15, 2013. Atmos requested an increase in rates on a system-wide basis of \$22.7 million. Following a series of settlement negotiations between Atmos' experts and ATM's experts, Atmos offered to resolve this matter for an increase of \$16.6 million, a \$6.1 million decrease from its original proposal.

Approval of this increase in rates will impact the average customers' total bills as follows:

Residential Customer:	\$0.74/month and 1.75% overall
Commercial customer:	\$2.16/month and 1.01% overall
Industrial/Transportation Customer:	\$53.65/month and 2.02% overall

The attached Ordinance also directs Atmos to reimburse ATM's rate-case expenses.
Staff recommends approval

ORDINANCE NO. _____

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

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

WHEREAS, Section 103.021 of GURA authorizes the City to obtain information from Atmos as necessary to make a determination of the basis for the Atmos’ proposed increase in rates; and

WHEREAS, Section 103.022 of GURA provides that Atmos shall reimburse the City its reasonable cost of engaging personnel to assist it in reviewing Atmos’ application; and

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

WHEREAS, the Rate Review Mechanism (“RRM”) for 2013 that Atmos filed with the City Secretary on or around July 15, 2013 proposed a system-wide increase of \$22.7 million; and

WHEREAS, experts representing ATM have analyzed data furnished by Atmos and have interviewed Atmos’ management regarding the RRM; and

WHEREAS, it is necessary to establish the benchmark cost for Pensions and Other Post Employment Benefits (Pension/OPEB); and

WHEREAS, on September 26, 2013, ATM and Atmos entered into a settlement agreement which would provide for a net increase of \$16.6 million. This will cause the rates to increase by \$0.74 per month for a typical residential customer; and

WHEREAS, the settlement agreement's net decrease to Atmos' previously filed request would be approximately 27% less than such filed RRM; and

WHEREAS, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Attachment A.

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

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

Section 2. The amended tariffs in Attachment A are hereby adopted to become effective on November 1, 2013.

Section 3. The benchmark for Pension and Other Post Employment Benefits shall be as shown in Atmos' RRM 2013 Application at Workpapers F-2.3 and F-2.3.1, for fiscal year 2013, appended to this Ordinance as Attachment B.

Section 4. Atmos is hereby directed to reimburse the City's costs, as part of the Atmos Texas Municipalities, of engaging counsel, rate consultants, and other personnel in assisting the City in its investigation of Atmos' proposed increase in rates.

Section 5. To the extent any Ordinance or Resolution previously adopted by the City Council is inconsistent with this Ordinance, it is hereby superseded.

Section 6. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. If any one or more sections or clauses of this Ordinance is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 8. This Ordinance shall become effective from and after its passage.

Section 9. A copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

READ and **APPROVED** on first reading this the ____ day of _____, 2013.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

ATTACHMENT A

Rate Schedules

Rate Schedule: R – Residential Sales

Rate Schedule: C – Commercial Sales

Rate Schedule: I – Industrial Sales

Rate Schedule: T – Transportation Sales

Rate Schedule: WNA – Weather Normalization Adjustment

ATTACHMENT B

Pension and Other Post Employment Benefits Benchmark

Workpapers F-2.3 and F-2.3.1



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances (2010 Edition) by establishing a 60-mph speed zone on a portion of RM 1431 from IH-35, west to the City limits. (First Reading)
(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Gary Hudder, Transportation Director

Cost: \$0.00

Indexes:

Attachments: Ordinance, RM 1431 Field Data

Text of Legislative File 13-797

Item Summary:

This speed zone is being ammended from a 65-mph zone to a 60-mph zone. While this zone is within the City of Round Rock corporate limits, two other sections of this 65-mph highway are also being reduced to 60-mph by the Texas Department of Transportation through their Commission Minute Order process at this time. The data supporting this new speed zone is attached, this data was provided by the TxDOT Austin District staff. The end result of these newly reduced speed zones will create a consistant posted speed on RM 1431 from IH-35 to the Cedar Park corporate limits and beyond.

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-127, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, CHANGING THE SPEED ZONE ON A PORTION OF RM 1431; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, Section 545.352 of the Texas Transportation Code establishes prima facie reasonable and prudent speed limits for streets and highways situated in the state of Texas, and

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes the governing body of a municipality to alter, by ordinance, prima facie speed limits pursuant to an engineering and traffic investigation, and

WHEREAS, an engineering and traffic investigation was conducted on RM 1431 from IH 35, west to the City limits, on the 6th day of June, 2013, and

WHEREAS, a copy of said engineering and traffic study is attached hereto and incorporated herein for all purposes as Exhibit “A”, and

WHEREAS, the results of said engineering and traffic investigation indicate that the speed limit on RM 1431 from IH 35, west to the City limits, should be 60 miles per hour, Now Therefore

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

l.

That Chapter 42, Section 42-127(10), of the Code of Ordinances (2010 Edition),
City of Round Rock, Texas, is hereby amended by adding the following:

(10) The maximum prima facie speed limit shall be 60 miles per hour along the following streets:

On	From	To	Ordinance Number
RM 1431 westbound	IH 35	City Limits	

II.

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

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

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

READ and **APPROVED** on first reading this the ____ day of _____, 2013.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2013.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



RADAR MOTOR VEHICLE SPEED

Field Tally Sheet

Stone Oak

Form 1882

Rev. 02/12)

Page 1 of 2

Dr.

Date: 6/6/13 County: Williamson Hwy: RM 1431 Location: between Sender Springs & Dr.Time (from): 9:33am (to): 10:15 Weather: sunnySurface type: ACPSurface condition: ☐ Wet or ☒ Dry / ☒ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES		M.P.H.
	Direction: EB		Direction: WB		Direction:	Direction:	
>80							>80
79							79
78							78
77							77
76							76
75							75
74							74
73							73
72							72
71							71
70							70
69		127					69
68							68
67				125			67
66		126		123			66
65		122		121			65
64		119		118			64
63		118		114			63
62		113		111			62
61		106		110			61
60		96		101			60
59		83		97			59
58		72		89			58
57		61		81			57
56		53		69			56
55		44		63			55
54		38		54			54
53		34		48			53
52		29		38			52
51		25		25			51
50		20		18			50
49		13		11			49
48		10		10			48
47		9		7			47
46		7					46
45		5		5			45
44		4		2			44
43							43
42		1					42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
Total Automobiles		127	Total Automobiles		125		
		x 0.85			x 0.85		
85th Percentile Automobile:		108	85th Percentile Automobile:		106		
85th Percentile Speed (m.p.h.):		62	85th Percentile Speed (m.p.h.):		61		

Emily
Reorder



RADAR MOTOR VEHICLE SPEED

Field Tally Sheet

Form 1882
(Rev. 02/12)
Page 1 of 2Date: 6/6/13 County: Williamson Hwy: RM 1431 Location: between Senders Sp. + max field reachTime (from): 10:15 (to): 11:30 Weather: SunnySurface type: ACPSurface condition: ☐ Wet or ☒ Dry / ☒ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES	M.P.H.
	Direction: <u>EB</u>		Direction: <u>WB</u>		Direction:	Direction:
>80						>80
79						79
78						78
77						77
76						76
75						75
74						74
73						73
72						72
71						71
70						70
69						69
68						68
67						67
66		140				66
65		139				65
64		137				64
63		136				63
62		135				62
61		134				61
60		129				60
59		119 118				59
58		114 113				58
57		108 102				57
56		91				56
55		81				55
54		64				54
53		59				53
52		51				52
51		45				51
50		36				50
49		30				49
48		28				48
47		23				47
46		17				46
45		12				45
44		11				44
43		8				43
42		7				42
41		4				41
40		3				40
39						39
38		1				38
37						37
36						36
35						35
34						34
33						33
32						32
31						31
<30						<30
Total Automobiles		140	Total Automobiles		127	
		x 0.85			x 0.85	
85th Percentile Automobile:		119	85th Percentile Automobile:		108	
85th Percentile Speed (m.p.h.):		60	85th Percentile Speed (m.p.h.):		53	

Emily

Reorder

★ between
stop lights ★



RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882
(Rev. 02/12)
Page 1 of 2

Date: 6/6/13 County: Williamson Hwy: Rm 1431 Location: 3.95 mi WB from IH 35

Time (from): 11:30 (to): 12:10 Weather: sunny

Surface type: ACP

Surface condition: ☐ Wet or ☒ Dry / ☒ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: <u>EB</u>	M.P.H.	AUTOMOBILES Direction: <u>WB</u>	M.P.H.	AUTOMOBILES Direction: Direction:	M.P.H.
>80						>80
79						79
78						78
77						77
76						76
75						75
74						74
73						73
72						72
71	<u>11</u>	<u>126</u>				71
70						70
69			<u>11</u>	<u>126</u>		69
68						68
67						67
66			<u>11</u>	<u>124</u>		66
65	<u>1</u>	<u>124</u>	<u>11</u>	<u>122</u>		65
64	<u>11</u>	<u>123</u>				64
63	<u>1111</u>	<u>121</u>	<u>111</u>	<u>120</u>		63
62	<u>111111</u>	<u>117</u>	<u>1111</u>	<u>117</u>		62
61	<u>111</u>	<u>109</u>	<u>1111</u>	<u>113</u>		61
60	<u>1111</u>	<u>106</u>	<u>111</u>	<u>107</u>		60
59	<u>1111111111</u>	<u>99</u>	<u>111111</u>	<u>102</u>		59
58	<u>1111111111</u>	<u>83</u>	<u>1111111111</u>	<u>92</u>		58
57	<u>111111</u>	<u>68</u>	<u>111111</u>	<u>79</u>		57
56	<u>1111111111</u>	<u>58</u>	<u>1111</u>	<u>69</u>		56
55	<u>11111</u>	<u>44</u>	<u>11111</u>	<u>63</u>		55
54	<u>111111</u>	<u>37</u>	<u>1111111111</u>	<u>52</u>		54
53	<u>1111</u>	<u>28</u>	<u>111</u>	<u>36</u>		53
52	<u>1111</u>	<u>22</u>	<u>1111</u>	<u>32</u>		52
51	<u>1111</u>	<u>16</u>	<u>111111</u>	<u>26</u>		51
50	<u>1111</u>	<u>12</u>	<u>1111</u>	<u>18</u>		50
49	<u>111</u>	<u>8</u>	<u>111111</u>	<u>17</u>		49
48	<u>1</u>	<u>5</u>	<u>1111</u>	<u>8</u>		48
47	<u>1</u>	<u>4</u>	<u>11</u>	<u>4</u>		47
46	<u>1</u>	<u>3</u>	<u>11</u>	<u>2</u>		46
45	<u>1</u>	<u>2</u>				45
44	<u>1</u>	<u>1</u>				44
43						43
42						42
41						41
40						40
39						39
38						38
37						37
36						36
35						35
34						34
33						33
32						32
31						31
<30						<30
Total Automobiles		<u>126</u>	Total Automobiles		<u>126</u>	
		x 0.85			x 0.85	
85th Percentile Automobile:		<u>107</u>	85th Percentile Automobile:		<u>107</u>	
85th Percentile Speed (m.p.h.):		<u>61</u>	85th Percentile Speed (m.p.h.):		<u>60</u>	

Emily
Reorder



RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882
(Rev. 02/12)
Page 1 of 2

Date: 6/6/13 County: Williamson Hwy: FM 1431 Location: 3.78 mi WB from IH 35

Time (from): 12:45 (to): _____ Weather: Sunny

Surface type: _____ Surface condition: ☐ Wet or ☐ Dry / ☐ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES	M.P.H.	AUTOMOBILES		M.P.H.
	Direction: <u>EB</u>		Direction: <u>WB</u>		Direction:	Direction:	
>80							>80
79							79
78							78
77							77
76							76
75							75
74		127					74
73							73
72							72
71							71
70		126					70
69		124					69
68		123					68
67		122			127		67
66		120			121		66
65		115			118		65
64		108			116		64
63		103			115		63
62		99			109		62
61		89			107		61
60		83			98		60
59		75			88		59
58		64			81		58
57		61			76		57
56		52			67		56
55		42			59		55
54		33			50		54
53		27			46		53
52		23			38		52
51		20			34		51
50		15			29		50
49		10			23		49
48		9			15		48
47		5			13		47
46							46
45		3			9		45
44		2			6		44
43		1			4		43
42					3		42
41					1		41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
Total Automobiles		127	Total Automobiles		127		
		x 0.85			x 0.85		
85th Percentile Automobile:		108	85th Percentile Automobile:		108		
85th Percentile Speed (m.p.h.):		64	85th Percentile Speed (m.p.h.):		62		



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider executive session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding pending litigation, to wit: Round Rock Life Connection Church, Inc. et al v. The City of Round Rock.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments:

Text of Legislative File 13-813



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider executive session as authorized by §551.087 Government Code, to deliberate the offer of a financial or other incentive to D.M.A. Enterprises, Inc. to locate a facility in the City.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/10/2013

Dept Director: Steve Sheet, City Attorney

Cost:

Indexes:

Attachments:

Text of Legislative File 13-827