



City of Round Rock

Transportation and Economic Development

Corporation Meeting Agenda

President Craig Morgan
Vice President Ryan Therrell
Secretary Rick Villarreal
Board Member Writ Baese
Board Member Tom Black
Board Member John Honning
Board Member Amanda Swor

Thursday, January 27, 2022

5:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. CITIZEN COMMUNICATION

[Pursuant to Texas Government Code, Section 551.007 which allows the public to speak for a total of three (3) minutes on any of the agenda items listed below - excluding any executive sessions.]

D. APPROVAL OF MINUTES:

- D.1 [Consider approval of the minutes for the December 16, 2021 Round Rock Transportation and Economic Development Corporation meeting.](#)

E. PRESENTATIONS:

- E.1 [Consider a presentation regarding a FY21 update and a FY22 quarterly financial update.](#)

F. RESOLUTIONS:

- F.1 [Consider public testimony regarding, and a resolution approving the First Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program.](#)

G. EXECUTIVE SESSION:

- G.1 [Consider executive session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.](#)

G.2 [Consider executive session as authorized by §551.072, Government Code, related to the sale of real property located adjacent to the downtown water tower.](#)

H. ACTION RELATED TO EXECUTIVE SESSION:

H.1 [Consider possible action related to the sale of real property located adjacent to the downtown water tower.](#)

I. ADJOURNMENT

In addition to any executive session already listed above, the Round Rock Transportation and Economic Development Corporation 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 below as authorized by Texas Government Code:

§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 Transportation and Economic Development Corporation was posted on the 21st day of January 2022 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: D.1

Title: Consider approval of the minutes for the December 16, 2021 Round Rock Transportation and Economic Development Corporation meeting.

Type: Type B Minutes

Governing Body: Transportation and Economic Development Corporation

Agenda Date: 1/27/2022

Dept Director: Meagan Spinks City Clerk

Cost:

Indexes:

Attachments: 121621 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-22-0054



City of Round Rock

Meeting Minutes - Draft

Transportation and Economic Development Corporation

Thursday, December 16, 2021

CALL MEETING TO ORDER

President Morgan called the meeting to order at 4:00 pm.

ROLL CALL

Present 6 - President Craig Morgan
Boardmember Writ Baese
Boardmember Tom Black
Boardmember John Honning
Vice President Ryan Therrell
Secretary Rick Villarreal

Absent 1 - Boardmember Amanda Swor

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

APPROVAL OF MINUTES:

- D.1** [Consider approval of the minutes for the November 18, 2021 Round Rock Transportation and Economic Development Corporation meeting.](#)

A motion was made by Boardmember Baese, seconded by Secretary Villarreal, to approve the Type B Minutes. The motion passed by the following vote:

Ayes: 6 - President Morgan
Boardmember Baese
Boardmember Black
Boardmember Honning
Vice President Therrell
Secretary Villarreal

Nays: 0

Absent: 1 - Boardmember Swor

RESOLUTIONS:

- E.1** [Consider public testimony regarding, and a resolution approving KingsIsle Entertainment as an authorized Type B project and authorizing the President to execute an Economic Development Incentive Agreement.](#)

Jordan Robinson - Interim Chamber of Commerce President and Amy Thomas - Gamigo Director of Finance made the presentation.

The Mayor opened the public hearing.

There being no speakers, the public hearing was closed.

A motion was made by Vice President Therrell, seconded by Boardmember Baese, to approve the Type B Resolution. The motion passed by the following vote:

Ayes: 6 - President Morgan
Boardmember Baese
Boardmember Black
Boardmember Honning
Vice President Therrell
Secretary Villarreal

Nays: 0

Absent: 1 - Boardmember Swor

ADJOURNMENT

There being no further business, President Morgan adjourned the meeting at 4:08 pm.

*Respectfully Submitted,
Meagan Spinks, City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation regarding a FY21 update and a FY22 quarterly financial update.

Type: Type B Presentation

Governing Body: Transportation and Economic Development Corporation

Agenda Date: 1/27/2022

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments:

Department: Finance

Text of Legislative File TMP-22-0050



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider public testimony regarding, and a resolution approving the First Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program.

Type: Type B Resolution

Governing Body: Transportation and Economic Development Corporation

Agenda Date: 1/27/2022

Dept Director: Laurie Hadley, City Manager

Cost:

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

Attachments: Resolution, Exhibit A, Chamber Agreement 2020

Department: Administration

Text of Legislative File TB-2022-001

Over the past year, the Chamber took on two important initiatives in their role as the economic development program for the City. The Economic Development Strategy with Jay Garner was updated, and a business attraction research, branding and marketing project was done by Development Counsellors International (DCI).

One of the DCI study recommendations was modernizing and enhancing the economic development website to better meet the Chamber and City's economic development recruiting goals. Staff concurs this is an important need for the program and the Chamber has selected DCI as their preferred vendor.

This cost was not included in the original agreement with the Chamber approved in March 2020. The total cost for this project is estimated at \$150,000 over the next 2 years. The attached amendment will cover the cost of the website development and deployment.

Staff recommends approval.

Cost: \$150,000

Source of Funds: RRTEDC

RESOLUTION NO. TB-2022-001

WHEREAS, the Round Rock Transportation and Economic Development Corporation (“RRTEDC”) has previously entered into an Administration and Funding Agreement for the City of Round Rock Economic Development Program (“Agreement”) on the 26th day of March, 2020 by and among the City of Round Rock (“City”), the Round Rock Transportation and Economic Development Corporation and the Round Rock Chamber of Commerce, Inc., DBA Round Rock Chamber (“Chamber”), collectively the “Parties”; and

WHEREAS, the Parties have determined that it is in their best interest to modify and amend the Agreement to provide for the Chamber to engage a consultant to modernize and enhance the Chamber’s economic development website; and

WHEREAS, the Parties now wish to enter into a First Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program, Now Therefore

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ROUND ROCK
TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION,**

That the President is hereby authorized and directed to execute on behalf of the RRTEDC a First Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The Board of Directors 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 27th day of January, 2022.

By: _____
CRAIG MORGAN, President
Round Rock Transportation and Economic
Development Corporation

ATTEST:

RICK VILLARREAL, Secretary

EXHIBIT

"A"

FIRST AMENDMENT TO THE ADMINISTRATION AND FUNDING AGREEMENT FOR THE CITY OF ROUND ROCK ECONOMIC DEVELOPMENT PROGRAM

This First Amendment ("First Amendment") is to that one certain Administration and Funding Agreement for the City of Round Rock Economic Development Program ("Agreement") entered into on the 26th day of March, 2020 by and among the City of Round Rock ("City"), the Round Rock Transportation and Economic Development Corporation ("TED Corp.") and the Round Rock Chamber of Commerce, Inc., DBA Round Rock Chamber, ("Chamber"), collectively the "Parties".

RECITALS

WHEREAS, the Parties entered into the Agreement on the 26th day of March, 2020; and

WHEREAS, the Parties have determined that it is in their best interest to modify and amend the Agreement to provide for the Chamber to engage a consultant to modernize and enhance the Chamber's economic development website;

NOW THEREFORE, the Parties agree to amend and modify the Agreement as follows:

I.

1.01 Article II, Administration is hereby amended to add Section 2.04 which shall read as follows:

Section 2.04. Website Upgrade. The Chamber agrees to engage a qualified consultant to modernize and enhance the Chamber's economic development website. The City and/or TED Corp. agree to contribute up to a maximum of \$150,000 over the next two years towards the cost of the said upgrade.

II.

2.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

2.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into to be effective as of the 27th day of January, 2022.

Round Rock Chamber of Commerce

By: _____
_____, its _____

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Attest:

Meagan Spinks, City Clerk

For City, approved as to form:

Stephan L. Sheets, City Attorney

Round Rock Transportation and Economic Development Corporation

By: _____
_____, its _____

For TED Corp., approved as to form:

Stephan L. Sheets, Corporation Attorney

**ADMINISTRATION AND FUNDING AGREEMENT FOR
THE CITY OF ROUND ROCK ECONOMIC DEVELOPMENT PROGRAM**

This Administration and Funding Agreement for the City of Round Rock Economic Development Program ("**Agreement**") is made and entered into as of March 26, 2020 by and among the City of Round Rock (the "**City**"), a Texas home rule municipal corporation, the Round Rock Transportation and Economic Development Corporation (the "**TED Corp.**"), an economic development corporation organized and existing under Chapter 505 of the Texas Local Government Code, and the Round Rock Chamber of Commerce, Inc. (the "**Chamber**"), a corporation organized and existing under the laws of the State of Texas. The City, TED Corp., and Chamber are sometimes collectively referred to herein as the "**Parties**".

WITNESSETH

WHEREAS, §380.001 of the Texas Local Government Code provides that the governing body of a municipality may establish and provide for the administration of one or more programs to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, said §380.001 also provides that the governing body may administer such programs by the use of municipal personnel and may contract with another entity for the administration of a program; and

WHEREAS, as set forth in TED Corp.'s Articles of Incorporation and in Chapter 505 of the Texas Local Government Code, the purpose of said corporation is to promote economic development within the City in order to eliminate unemployment and underemployment and to promote and encourage employment and the public welfare by approving authorized projects; and

WHEREAS, §505.102 of the Texas Local Government Code provides that the TED Corp. may contract with another private corporation to assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by Chapter 505; and

WHEREAS, the City, the TED Corp., and the Chamber wish to jointly develop a program to promote economic development and to stimulate business and commercial activity in the City of Round Rock;

NOW THEREFORE,

Premises considered; the Parties agree to enter into this Agreement as follows:

**ARTICLE I
ECONOMIC DEVELOPMENT PROGRAM**

Section 1.01. Economic Development Program. The Parties agree to work together to develop, establish, maintain, and operate an economic development program (the "**Program**") to promote economic development and to stimulate business and commercial activity in the City of Round Rock that is consistent with Chapters 380 and 505 of the Local Government Code. The Program will include, without limitation, elements for (1) existing business retention and expansion, (2) recruitment of new business, (3) small business development, (4) communication among the Parties relating to infrastructure needs and planning, and (5) criteria for government incentives to ultimately be approved by the Round Rock City Council.

[Council] R-2020-0069
[T/PC B] TB-2020-0003

ARTICLE II ADMINISTRATION

Section 2.01. Chamber's Administration Responsibilities. The Chamber agrees to provide a qualified and competent staff for the implementation of the Program. In this connection, the Chamber shall employ dedicated staff focused on the Program and who shall report to and be under the supervision of the Chief Executive Officer of the Chamber (the “**Chamber CEO**”). The Chamber agrees to provide the management and administrative services necessary to operate the Chamber and to implement the Program. The Chamber agrees that its efforts will include the creation of an annual Operations Plan (“Operations Plan”) in consultation with the City containing the following objectives:

- a) new business recruitment
- b) existing business development
- c) private economic development program investor engagement
- d) site and building investor development
- e) talent development

Section 2.02 Chamber's Reporting Responsibilities. The Chamber is accountable for the delivery and reporting the progress of the Program to the City, and the TED Corp. The following reports will be delivered and reviewed according to the following schedule:

- a) On or before October 31st of each year, the Chamber CEO will review Program progress toward completing the Operations Plan with the TED Corp. and the City.
- b) Present Program updates on regular and as-requested bases to the TED Corp and the City.

Section 2.03. City's Administration Responsibilities. The City agrees to provide qualified and competent staff assigned to the promotion of economic development. The City agrees to perform the services and provide resources necessary to execute and carry out economic development needs brought forward by the Program. The City agrees to supply general support to the Chamber in fulfilling its responsibilities as set forth in Sec. 2.02 above.

ARTICLE III FUNDING

Section 3.01. Fees. For the services provided by the Chamber in the administration and execution of the Program, the TED Corp. agrees to pay to the Chamber the sum of \$58,333.33 for each calendar month (“Monthly Fee”), which amount shall be paid by the TED Corp. to the Chamber on or before the first day of the month, beginning and on or before the first day of each calendar month thereafter until this Agreement is terminated. The Parties may from time to time, and by mutual written agreement, agree that the TED Corp. and/or City shall pay to the Chamber additional amounts for specific items as may be mutually agreed upon. The Chamber will provide an invoice to the TED Corp, by the first of each month. The Parties agree that the Monthly Fee will increase by 3% beginning on the one year anniversary of payment of the Monthly Fee and annually thereafter.

Section 3.02. Private Sector Funding. The Chamber agrees to conduct a periodic campaign to seek private sector funding for the purpose of supplementing the funds provided by the TED Corp.

Section 3.03. Annual Audit. No later than six months following the end of the Chamber's fiscal year, the Chamber agrees to provide to the City and TED Corp. a copy of its annual audit which shall include the Program funds and expenditures. The annual audit shall be prepared by an independent public accountant in accordance with generally accepted accounting principles, consistently applied. The Chamber agrees to permit the audit of these funds and expenditures by the City or its designated auditor.

ARTICLE IV EFFECTIVE DATE AND TERM

Section 4.01. Effective Date. The "Effective Date" of this Agreement shall be the first day of May, 2020.

Section 4.02. Initial Term of Agreement. Unless sooner terminated in accordance with Section 4.04 of this Agreement, the initial term of this Agreement shall be for a five (5) year period commencing on the Effective Date and shall continue in effect until the 30th day of APRIL, 2025.

Section 4.03. Automatic Renewal. At the end of the fourth year (the 30th day of APRIL, 2024) and the 30th day of APRIL and each year thereafter, unless any Party shall have given written notice of termination to the other Parties prior to said annual date, the term shall automatically renew such that the balance of the term remains two (2) years. Receipt by any Party of the aforesaid written notice shall serve to terminate the automatic renewal provisions and this Agreement shall remain in effect for the remainder of the term then outstanding.

Section 4.04. Termination or Cancellation. Except as provided above and with this Section, this Agreement may only be cancelled or terminated upon mutual consent of the Parties. Upon termination as provided herein, all obligations shall cease herein, and the TED Corp. shall only provide funding for expenses actually expended or incurred up to the date of termination; provided however, that the TED Corp. shall not have an obligation to fund such incurred expenses unless the City and/or the TED Corp. receives the benefit of such expenses. Any and all funds paid to the Chamber in accordance with Article III of this Agreement, which are not used to pay actual expenses prior to the date of termination, shall be returned to the TED Corp.

If any Party defaults in the performance of this Agreement, or materially breaches any of its provisions, the defaulting Party shall have thirty (30) days after delivery to it of written notice of such default within which to cure such default. If the defaulting Party fails to cure its default within such period of time, then any non-defaulting Party shall have the right without further notice to terminate this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.01. Relationship of Parties. Nothing contained herein shall be deemed or construed to make the City or the TED Corp., the agent, servant, or employee of the Chamber, or to create any partnership, joint venture, or other association between the City or TED Corp. and the Chamber. Alternatively, nothing contained herein shall be deemed or construed to make the Chamber the agent, servant, or employee of the City or TED Corp., or to create any partnership, joint venture, or other association between the Chamber and the City or TED Corp.

Section 5.02. Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing approved by the Round Rock City Council, the TED Corp. Board of Directors and the Board of Directors of the Chamber.

Section 5.03. Notice. Any notice required by this Agreement shall be sent to the following:

To the City:

City of Round Rock
City Manager
221 E. Main St.
Round Rock, Texas 78664

With copy to:

Stephan L. Sheets
City Attorney
309 E. Main St.
Round Rock, Texas 78664

To the Chamber:

Round Rock Chamber of Commerce
President
212 E. Main St.
Round Rock, Texas 78664

With copy to:

Round Rock Chamber of Commerce
Chair
212 E. Main St.
Round Rock, Texas 78664

and

Jim Howicz
Chamber General Counsel
Richards Rodriguez & Skeith
816 Congress, Suite 1200
Austin, Texas 78701

To the TED Corp.

Round Rock Transportation and Economic Development Corporation
President, Board of Directors
221 E. Main St.
Round Rock, Texas 78664

With copy to:

Chief Financial Officer
City of Round Rock
221 E. Main St.
Round Rock, Texas 78664

Section 5.04. Applicable Law. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas. Venue for any proceeding to enforce this Agreement shall be in Williamson County, Texas.

Section 5.05. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.


Section 5.06. Non-Appropriation. The obligation of the City and/or TED Corp. for payment and any other monetary obligations under this Agreement are each subject to an appropriation and, accordingly, (a) shall constitute a current expense of the City and/or TED Corp. in the fiscal year to which an obligation applies and (b) shall not constitute an indebtedness of the City and/or TED Corp. within the meaning of any applicable governmental rule. Nothing herein shall constitute a pledge by the City and/or TED Corp. of any funds, other than funds designated pursuant to lawful appropriations from time to time to pay any money or satisfy any other monetary obligation under any provision of this Agreement.

Section 5.07. Previous Agreements. This Agreement terminates and replaces all existing agreements among the Parties regarding the administration and funding of an economic development program for the City of Round Rock.

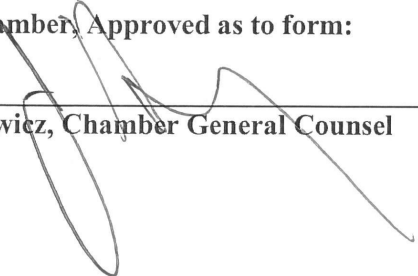
IN WITNESS WHEREOF, of this Agreement is entered into as of the date first set forth above.

(Signatures on Following Pages)

Round Rock Chamber of Commerce, Inc.

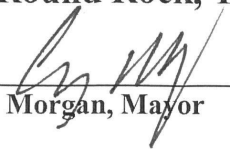
By: 
Jason Ball, its President

For Chamber, Approved as to form:



Jim Howicz, Chamber General Counsel

City of Round Rock, Texas

By: _____


Craig Morgan, Mayor

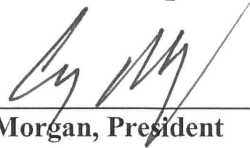
Attest: _____


Sara White, City Clerk

For City/ Approved as to form: _____


Stephan/L. Sheets, City Attorney

Round Rock Transportation and Economic Development Corporation

By: 
Craig Morgan, President

For TED Corp., approved as to form:


Stephan L. Sheets, Corporation Attorney



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

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

Type: Type B Executive Session

Governing Body: Transportation and Economic Development Corporation

Agenda Date: 1/27/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-22-0056



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider executive session as authorized by §551.072, Government Code, related to the sale of real property located adjacent to the downtown water tower.

Type: Type B Executive Session

Governing Body: Transportation and Economic Development Corporation

Agenda Date: 1/27/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-22-0070



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider possible action related to the sale of real property located adjacent to the downtown water tower.

Type: Action Relative to Executive Session

Governing Body: Transportation and Economic Development Corporation

Agenda Date: 1/27/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2022-037