



# 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

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Thursday, February 23, 2023

5:00 PM

City Council Chambers, 221 East Main St.

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**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 from the January 26, 2023 Transportation and Economic Development Corporation meeting.](#)

**E. RESOLUTIONS:**

- E.1 [Consider public testimony and a resolution to determine if the 2022 Arterial Sidewalk Project meets the requirements of a project pursuant to the Local Government Code.](#)
- E.2 [Consider a resolution accepting the bid of M & C Fonseca Co., Inc. to construct the 2022 Arterial Sidewalk Project and authorizing the City to enter into a contract with M & C Fonseca Co., Inc.](#)
- E.3 [Consider a resolution authorizing the President to execute a Real Estate Contract with Avery Ranch Company, Ltd., et. al. for the purchase of a 2.91 acre parcel required for construction of future Kenney Fort Blvd. extension.](#)

**F. EXECUTIVE SESSION:**

- F.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 or expanded businesses that would bring economic development to the City.](#)

**G. ADJOURNMENT**

*In addition to any executive session already listed above, the 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*

**F. POSTING CERTIFICATION**

*I certify that this notice of the Transportation and Economic Development Corporation was posted on the 17th day of February 2023 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**

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**Title:** Consider approval of the minutes from the January 26, 2023 Transportation and Economic Development Corporation meeting.

**Type:** Type B Minutes

**Governing Body:** Transportation and Economic Development Corporation

**Agenda Date:** 2/23/2023

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:** 012623 Draft Minutes

**Department:**

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**Text of Legislative File TMP-23-0150**



# City of Round Rock

## Meeting Minutes - Draft

### Transportation and Economic

### Development Corporation

Thursday, January 26, 2023

#### CALL MEETING TO ORDER

*President Morgan called the meeting to order at 5:01 PM.*

#### ROLL CALL

**Present** 6 - President Craig Morgan  
Boardmember Writ Baese  
Boardmember Tom Black  
Boardmember John Honning  
Boardmember Amanda Swor  
Vice President Ryan Therrell

**Absent** 1 - Secretary Rick Villarreal

*Secretary Villarreal was not in attendance for Roll Call and D.1. However, he was present for the remainder of the meeting.*

#### CITIZEN COMMUNICATION

*There were no citizens wishing to speak.*

#### APPROVAL OF MINUTES:

**D.1** [Consider approval of the minutes from the November 17, 2022 Transportation and Economic Development Corporation meeting.](#)

**D.1 TMP-23-0071 Consider approval of the minutes from the November 17, 2022 Transportation and Economic Development Corporation meeting.**

**Ayes:** 6 - President Morgan  
Boardmember Baese  
Boardmember Black  
Boardmember Honning  
Boardmember Swor  
Vice President Therrell

**Nays:** 0

**Absent:** 1 - Secretary Villarreal

**PRESENTATIONS:**

- E.1**     [Consider a presentation on the Economic Development Compliance Report.](#)

*Susan Morgan, CFO made the presentation on E.1 and E.2.*

- E.2**     [Consider a presentation on the FY 2022 YE Financial Report & 1st Quarter FY 2023 Financial Report.](#)

**EXECUTIVE SESSION:**

- F.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 or expanded businesses that would bring economic development to the City.](#)

*President Morgan called the executive session into order at 5:16 PM and adjourned at 5:40 PM. Regular session reconvened and no action was taken.*

**ADJOURNMENT**

*There being no further business, President Morgan adjourned the meeting at 5:40 PM.*

*Minutes submitted by:  
Davetta Edwards, Deputy City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.1**

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**Title:** Consider public testimony and a resolution to determine if the 2022 Arterial Sidewalk Project meets the requirements of a project pursuant to the Local Government Code.

**Type:** Type B Resolution

**Governing Body:** Transportation and Economic Development Corporation

**Agenda Date:** 2/23/2023

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Bid Tab, Award Ltr, Map

**Department:** Transportation

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### **Text of Legislative File TB-2023-002**

On December 22, 2022 the City received, opened and read aloud a total of seven (7) sealed bids for the 2022 Arterial Sidewalk Project. The bids ranged from \$567,275.00 to \$953,400.00. M & C Fonseca Co., Inc. from Granite Shoals, Texas, submitted the lowest bid in the amount of \$567,275.00. The engineer's opinion of probable construction cost for this project was \$553,520.00. References provided by M & C Fonseca Co., Inc were checked and no significant issues were reported.

After reviewing the contractor's experience, references, and bid price, we recommend award of this project to M & C Fonseca., Inc. in the amount of \$567,275.00.

### **Total Bids Received:**

M & C Fonseca - \$567,275.00  
Patin Construction - \$570,500.00  
Lone Star Sitework - \$612,200.00  
Dig Dug Construction - \$682,749.80  
Jerdon Enterprise - \$771,200.00  
Liberty Civil Construction - \$789,894.82  
Aaron Concrete Contractors - \$953,400.00



**RESOLUTION NO. TB-2023-002**

**WHEREAS**, the Transportation Department of the City of Round Rock (“City”) has proposed a project to construct sidewalk improvements in the City; and

**WHEREAS**, whereas the proposed project is named the 2022 Arterial Sidewalk Project (the “Proposed Project”) and is described in Exhibit “A,” attached hereto and incorporated herein; and

**WHEREAS**, one of the purposes of the Round Rock Transportation and Economic Development Corporation (“TEDCO”) is to approve the construction of projects related to recreational or community facilities, pursuant to Sec. 505.152 of the Texas Local Government Code (the “Code”); and

**WHEREAS**, pursuant to §505.159 of the Code, the Board of Directors of TEDCO held a public hearing on the Proposed Project; and

**WHEREAS**, at said public hearing the Board heard evidence that the Proposed Project meets the definition of a “project” under the terms of §505.159 of the Code; and

**WHEREAS**, the Board of Directors has determined that the Proposed Project meets the requirements of the Code and should be approved, Now Therefore

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

That the 2022 Arterial Sidewalk Project meets the requirements of the Code and said Project is hereby approved.

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 23rd day of February, 2023.

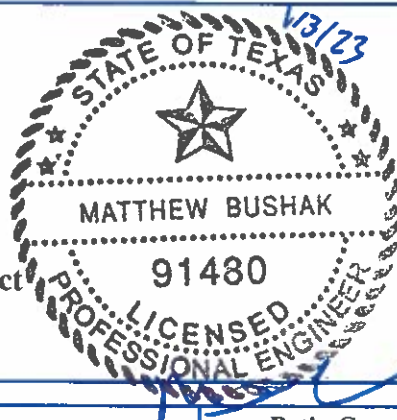
By: \_\_\_\_\_  
CRAIG MORGAN, President  
Round Rock Transportation and Economic  
Development Corporation

ATTEST:

\_\_\_\_\_  
RICK VILLARREAL, Secretary

## BID TABULATION

**THE CITY OF ROUND ROCK**  
**Transportation Department**  
**3400 Sunrise Rd.**  
**Round Rock, Texas. 78665**



Bid Extended By:

Print Name Initials

Bid Opening Date: 12/22/2022

Bid Opening Location: 3400 Sunrise Rd Round Rock 78665

Liquidated Damages:

No. of Responses: 7

Project Manager: Matt Bushak

Project Consultant:

Project Name: 2022 Arterial Sidewalk Project

Project ID:

Project Duration:

Bidders Name				Patin Construction		Liberty Civil Construction		M&C Fonseca Construction	
Contractors Business Location				Taylor, TX		Leander, TX		Burnet	
Guarantee: Bid Bond, Cashier Check or Certified Check				Bid Bond		Bid Bond		Bid Bond	
Statement of Safety Experience, Yes or No				Yes		Yes		Yes	
Addendum(s) Acknowledged, Yes, No, or N/A				N/A		N/A		N/A	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4")	15000	SF	\$11.00	\$165,000.00	\$10.98	\$164,700.00	\$11.00	\$165,000.00
2	Concrete Sidewalk (6")	6500	SF	\$15.00	\$97,500.00	\$12.22	\$79,430.00	\$12.50	\$81,250.00
3	Short Wall	1200	LF	\$100.00	\$120,000.00	\$248.28	\$297,936.00	\$144.00	\$172,800.00
4	Remove and replace concrete driveway	1000	SF	\$20.00	\$20,000.00	\$17.40	\$17,400.00	\$16.00	\$16,000.00
5	Driveway approach (Type 1)	250	SF	\$50.00	\$12,500.00	\$14.26	\$3,565.00	\$12.50	\$3,125.00
6	Pedestrian Rail (Type PR11)	60	LF	\$250.00	\$15,000.00	\$335.50	\$20,130.00	\$275.00	\$16,500.00
7	Wingwall (FW-0) (HW=4 FT)	1	EA	\$12,500.00	\$12,500.00	\$45,326.88	\$45,326.88	\$11,000.00	\$11,000.00
8	Adjust Manhole	3	EA	\$1,000.00	\$3,000.00	\$2,728.76	\$8,186.28	\$1,200.00	\$3,600.00
9	Sod	2000	SY	\$10.00	\$20,000.00	\$12.87	\$25,740.00	\$12.50	\$25,000.00
10	Erosion Control	1	LS	\$50,000.00	\$50,000.00	\$76,115.74	\$76,115.74	\$28,000.00	\$28,000.00
11	Traffic Control	1	LS	\$30,000.00	\$30,000.00	\$20,740.00	\$20,740.00	\$20,000.00	\$20,000.00
12	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$30,624.92	\$30,624.92	\$25,000.00	\$25,000.00
<b>TOTAL:</b>					<b>\$570,500.00</b>		<b>\$789,894.82</b>		<b>\$567,275.00</b>

## BID TABULATION

**THE CITY OF ROUND ROCK**

**Transportation Department**

**3400 Sunrise Rd.**

**Round Rock, Texas. 78665**

**Bid Extended By:**

**Print Name**

**Initials**

**Bid Opening Date:** 12/22/2022

**Bid Opening Location:** 3400 Sunrise Rd Round Rock 78665

**Liquidated Damages:**

**No. of Responses:** 7

**Project Manager:** Matt Bushak

**Project Consultant:**

**Project Name:** 2022 Arterial Sidewalk Project

**Project ID:**

**Project Duration:**

Bidders Name	Dig Dug Construction	Lone Star Sitework	Aaron Concrete Contractors
Contractors Business Location	Austin, TX	Wimberly, TX	Austin, TX
Guarantee: Bid Bond, Cashier Check or Certified Check	Bid Bond	Bid Bond	Bid Bond
Statement of Safety Experience, Yes or No	Yes	Yes	Yes
Addendum(s) Acknowledged, Yes, No, or N/A	N/A	N/A	N/A

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4")	15000	SF	\$12.50	\$187,500.00	\$12.25	\$183,750.00	\$16.00	\$240,000.00
2	Concrete Sidewalk (6")	6500	SF	\$14.50	\$94,250.00	\$14.90	\$96,850.00	\$19.00	\$123,500.00
3	Short Wall	1200	LF	\$60.00	\$72,000.00	\$112.50	\$135,000.00	\$125.00	\$150,000.00
4	Remove and replace concrete driveway	1000	SF	\$20.00	\$20,000.00	\$22.00	\$22,000.00	\$17.00	\$17,000.00
5	Driveway approach (Type 1)	250	SF	\$20.00	\$5,000.00	\$17.00	\$4,250.00	\$120.00	\$30,000.00
6	Pedestrian Rail (Type PR11)	60	LF	\$933.33	\$55,999.80	\$175.00	\$10,500.00	\$215.00	\$12,900.00
7	Wingwall (FW-0) (HW=4 FT)	1	EA	\$45,000.00	\$45,000.00	\$21,750.00	\$21,750.00	\$75,000.00	\$75,000.00
8	Adjust Manhole	3	EA	\$10,000.00	\$30,000.00	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00
9	Sod	2000	SY	\$40.00	\$80,000.00	\$15.00	\$30,000.00	\$10.00	\$20,000.00
10	Erosion Control	1	LS	\$40,000.00	\$40,000.00	\$66,500.00	\$66,500.00	\$90,000.00	\$90,000.00
11	Traffic Control	1	LS	\$28,000.00	\$28,000.00	\$5,000.00	\$5,000.00	\$90,000.00	\$90,000.00
12	Mobilization	1	LS	\$25,000.00	\$25,000.00	30600	\$30,600.00	\$90,000.00	\$90,000.00
<b>TOTAL:</b>					<b>\$682,749.80</b>		<b>\$612,200.00</b>		<b>\$953,400.00</b>

## BID TABULATION

**THE CITY OF ROUND ROCK**

**Transportation Department**

**3400 Sunrise Rd.**

**Round Rock, Texas. 78665**

**Bid Extended By:**

**Print Name**

**Initials**

**Bid Opening Date: 12/22/2022**

**Bid Opening Location: 3400 Sunrise Rd Round Rock 78665**

**Liquidated Damages:**

**No. of Responses: 7**

**Project Manager: Matt Bushak**

**Project Consultant:**

**Project Name: 2022 Arterial Sidewalk Project**

**Project ID:**

**Project Duration:**

<b>Bidders Name</b>	<b>Jerdon Enterprise</b>		
<b>Contractors Business Location</b>	<b>Stafford, TX</b>		
<b>Guarantee: Bid Bond, Cashier Check or Certified Check</b>	<b>Bid Bond</b>		
<b>Statement of Safety Experience, Yes or No</b>	<b>Yes</b>		
<b>Addendum(s) Acknowledged, Yes, No, or N/A</b>	<b>N/A</b>		

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4")	15000	SF	\$15.00	\$225,000.00		\$0.00		\$0.00
2	Concrete Sidewalk (6")	6500	SF	\$19.00	\$123,500.00		\$0.00		\$0.00
3	Short Wall	1200	LF	\$85.00	\$102,000.00		\$0.00		\$0.00
4	Remove and replace concrete driveway	1000	SF	\$30.00	\$30,000.00		\$0.00		\$0.00
5	Driveway approach (Type 1)	250	SF	\$17.00	\$4,250.00		\$0.00		\$0.00
6	Pedestrian Rail (Type PR11)	60	LF	\$410.00	\$24,600.00		\$0.00		\$0.00
7	Wingwall (FW-0) (HW=4 FT)	1	EA	\$62,600.00	\$62,600.00		\$0.00		\$0.00
8	Adjust Manhole	3	EA	\$3,000.00	\$9,000.00		\$0.00		\$0.00
9	Sod	2000	SY	\$13.00	\$26,000.00		\$0.00		\$0.00
10	Erosion Control	1	LS	\$45,250.00	\$45,250.00		\$0.00		\$0.00
11	Traffic Control	1	LS	\$42,000.00	\$42,000.00		\$0.00		\$0.00
12	Mobilization	1	LS	\$77,000.00	\$77,000.00		\$0.00		\$0.00
<b>TOTAL:</b>					<b>\$771,200.00</b>		<b>\$0.00</b>		<b>\$0.00</b>



**Mayor**  
Craig Morgan

**Councilmembers**  
Michelle Ly  
Matthew Baker  
Frank Ortega  
Kristin Stevens  
Hilda Montgomery

**City Manager**  
Laurie Hadley

**Mayor Pro-Tem**  
Rene Flores

**City Attorney**  
Stephanie Sandre

1/11/2023

Re: 2022 Arterial Sidewalk Project  
Engineer's Recommendation of Award of Contract

Dear Mr. Hudder:

A total of seven (7) sealed bids were received and opened on December 22, 2022 for the above referenced project. The bids ranged from \$567,275.00 to \$953,400. M & C Fonseca Co., Inc. from Granite Shoals, Texas, submitted the lowest bid in the amount of \$567,275.00. The engineer's opinion of probable construction cost for this project was \$553,520.00. References provided by M & C Fonseca Co., Inc. were checked and no significant issues were reported.

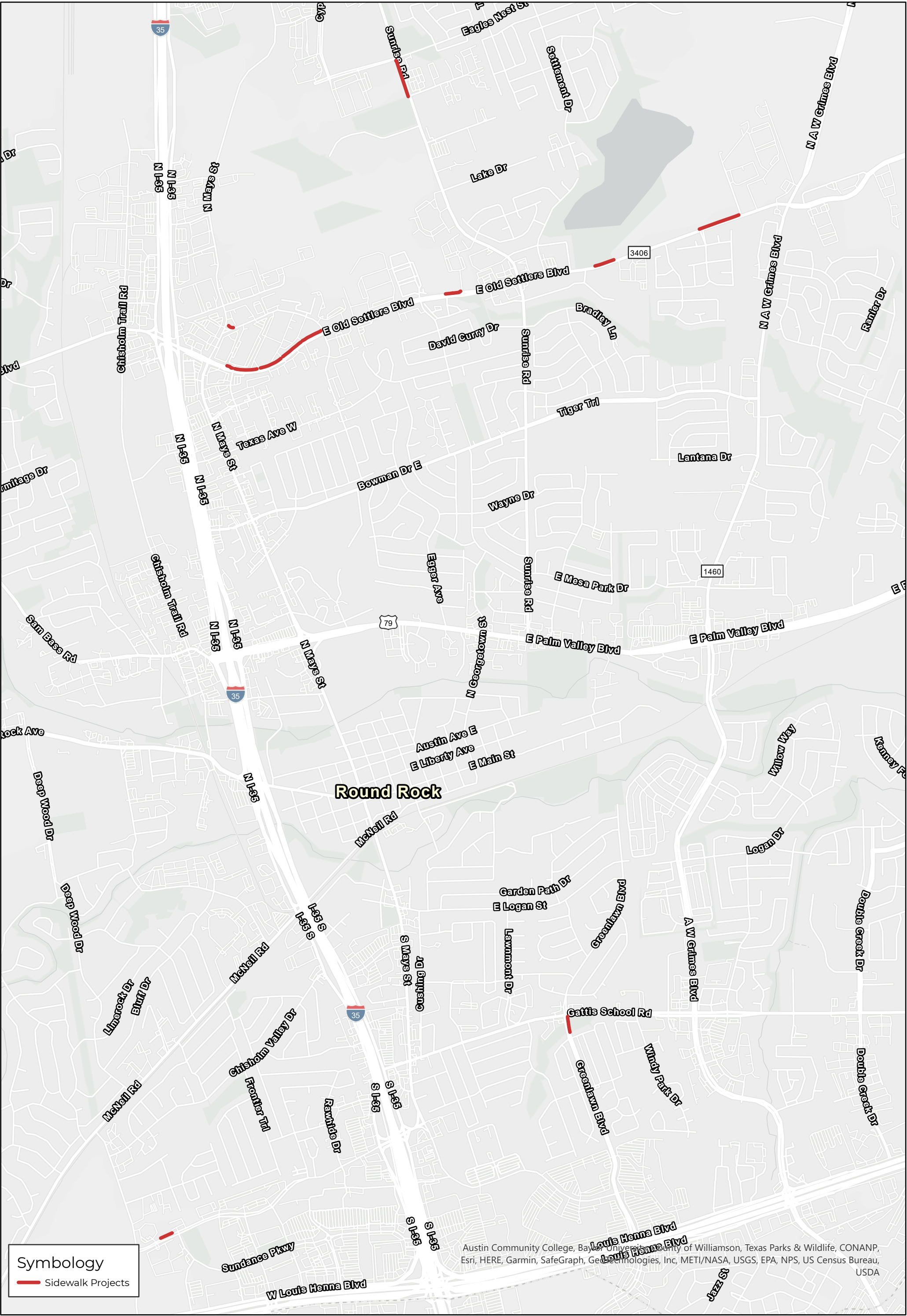
After reviewing the contractor's experience, references, and bid price, I recommend award of this project to M & C Fonseca Co., Inc. in the amount of \$567,275.00.

Sincerely,

Matt Bushak, P.E.  
Sr. Transportation Engineer









# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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**Title:** Consider a resolution accepting the bid of M & C Fonseca Co., Inc. to construct the 2022 Arterial Sidewalk Project and authorizing the City to enter into a contract with M & C Fonseca Co., Inc.

**Type:** Type B Resolution

**Governing Body:** Transportation and Economic Development Corporation

**Agenda Date:** 2/23/2023

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Bid Tab, Award Ltr, Map

**Department:** Transportation

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### **Text of Legislative File TB-2023-003**

On December 22, 2022 the City received, opened and read aloud a total of seven (7) sealed bids for the 2022 Arterial Sidewalk Project. The bids ranged from \$567,275.00 to \$953,400.00. M & C Fonseca Co., Inc. from Granite Shoals, Texas, submitted the lowest bid in the amount of \$567,275.00. The engineer's opinion of probable construction cost for this project was \$553,520.00. References provided by M & C Fonseca Co., Inc were checked and no significant issues were reported.

After reviewing the contractor's experience, references, and bid price, we recommend award of this project to M & C Fonseca, Inc. in the amount of \$567,275.00.

### **Total Bids Received:**

M & C Fonseca - \$567,275.00  
Patin Construction - \$570,500.00  
Lone Star Sitework - \$612,200.00  
Dig Dug Construction - \$682,749.80  
Jerdon Enterprise - \$771,200.00  
Liberty Civil Construction - \$789,894.82  
Aaron Concrete Contractors - \$953,400.00





**RESOLUTION NO. TB-2023-003**

**WHEREAS**, the Round Rock Transportation and Economic Development Corporation (“TEDCO”) has previously determined that the 2022 Arterial Sidewalk Project is a “project” that meets the requirements of Sec. 505.152, Texas Local Government Code (the “Code”); and

**WHEREAS**, whereas the City of Round Rock has duly advertised for bids for the construction of the 2022 Arterial Sidewalk Project; and

**WHEREAS**, M & C Fonseca Co., Inc. has submitted the lowest responsible bid; and

**WHEREAS**, the Board of Directors wishes to accept the bid of M & C Fonseca Co, Inc.; and

**WHEREAS**, Board of Directors wishes to authorize the City Council to approve a contract with M & C Fonseca Co., Inc. to construct the Project on behalf of TEDCO, Now Therefore

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

That the bid of M & C Fonseca Co., Inc. is hereby accepted and the City is hereby authorized, on behalf of TEDCO, to enter into a contract with M & C Fonseca Co., Inc. for the construction of the 2022 Arterial Sidewalk Project.

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 23rd day of February, 2023.

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

ATTEST:

\_\_\_\_\_  
RICK VILLARREAL, Secretary

# BID TABULATION

**THE CITY OF ROUND ROCK**  
**Transportation Department**  
**3400 Sunrise Rd.**  
**Round Rock, Texas. 78665**



Bid Extended By:

Print Name Initials

Bid Opening Date: 12/22/2022

Bid Opening Location: 3400 Sunrise Rd Round Rock 78665

Liquidated Damages:

No. of Responses: 7

Project Manager: Matt Bushak

Project Consultant:

Project Name: 2022 Arterial Sidewalk Project

Project ID:

Project Duration:

Bidders Name	Patin Construction	Liberty Civil Construction	M&C Fonseca Construction
Contractors Business Location	Taylor, TX	Leander, TX	Burnet
Guarantee: Bid Bond, Cashier Check or Certified Check	Bid Bond	Bid Bond	Bid Bond
Statement of Safety Experience, Yes or No	Yes	Yes	Yes
Addendum(s) Acknowledged, Yes, No, or N/A	N/A	N/A	N/A

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4")	15000	SF	\$11.00	\$165,000.00	\$10.98	\$164,700.00	\$11.00	\$165,000.00
2	Concrete Sidewalk (6")	6500	SF	\$15.00	\$97,500.00	\$12.22	\$79,430.00	\$12.50	\$81,250.00
3	Short Wall	1200	LF	\$100.00	\$120,000.00	\$248.28	\$297,936.00	\$144.00	\$172,800.00
4	Remove and replace concrete driveway	1000	SF	\$20.00	\$20,000.00	\$17.40	\$17,400.00	\$16.00	\$16,000.00
5	Driveway approach (Type 1)	250	SF	\$50.00	\$12,500.00	\$14.26	\$3,565.00	\$12.50	\$3,125.00
6	Pedestrian Rail (Type PR11)	60	LF	\$250.00	\$15,000.00	\$335.50	\$20,130.00	\$275.00	\$16,500.00
7	Wingwall (FW-0) (HW=4 FT)	1	EA	\$12,500.00	\$12,500.00	\$45,326.88	\$45,326.88	\$11,000.00	\$11,000.00
8	Adjust Manhole	3	EA	\$1,000.00	\$3,000.00	\$2,728.76	\$8,186.28	\$1,200.00	\$3,600.00
9	Sod	2000	SY	\$10.00	\$20,000.00	\$12.87	\$25,740.00	\$12.50	\$25,000.00
10	Erosion Control	1	LS	\$50,000.00	\$50,000.00	\$76,115.74	\$76,115.74	\$28,000.00	\$28,000.00
11	Traffic Control	1	LS	\$30,000.00	\$30,000.00	\$20,740.00	\$20,740.00	\$20,000.00	\$20,000.00
12	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$30,624.92	\$30,624.92	\$25,000.00	\$25,000.00
<b>TOTAL:</b>					<b>\$570,500.00</b>		<b>\$789,894.82</b>		<b>\$567,275.00</b>

## BID TABULATION

**THE CITY OF ROUND ROCK**

**Transportation Department**

**3400 Sunrise Rd.**

**Round Rock, Texas. 78665**

**Bid Extended By:**

**Print Name**

**Initials**

**Bid Opening Date:** 12/22/2022

**Bid Opening Location:** 3400 Sunrise Rd Round Rock 78665

**Liquidated Damages:**

**No. of Responses:** 7

**Project Manager:** Matt Bushak

**Project Consultant:**

**Project Name:** 2022 Arterial Sidewalk Project

**Project ID:**

**Project Duration:**

Bidders Name	Dig Dug Construction	Lone Star Sitework	Aaron Concrete Contractors
Contractors Business Location	Austin, TX	Wimberly, TX	Austin, TX
Guarantee: Bid Bond, Cashier Check or Certified Check	Bid Bond	Bid Bond	Bid Bond
Statement of Safety Experience, Yes or No	Yes	Yes	Yes
Addendum(s) Acknowledged, Yes, No, or N/A	N/A	N/A	N/A

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4")	15000	SF	\$12.50	\$187,500.00	\$12.25	\$183,750.00	\$16.00	\$240,000.00
2	Concrete Sidewalk (6")	6500	SF	\$14.50	\$94,250.00	\$14.90	\$96,850.00	\$19.00	\$123,500.00
3	Short Wall	1200	LF	\$60.00	\$72,000.00	\$112.50	\$135,000.00	\$125.00	\$150,000.00
4	Remove and replace concrete driveway	1000	SF	\$20.00	\$20,000.00	\$22.00	\$22,000.00	\$17.00	\$17,000.00
5	Driveway approach (Type 1)	250	SF	\$20.00	\$5,000.00	\$17.00	\$4,250.00	\$120.00	\$30,000.00
6	Pedestrian Rail (Type PR11)	60	LF	\$933.33	\$55,999.80	\$175.00	\$10,500.00	\$215.00	\$12,900.00
7	Wingwall (FW-0) (HW=4 FT)	1	EA	\$45,000.00	\$45,000.00	\$21,750.00	\$21,750.00	\$75,000.00	\$75,000.00
8	Adjust Manhole	3	EA	\$10,000.00	\$30,000.00	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00
9	Sod	2000	SY	\$40.00	\$80,000.00	\$15.00	\$30,000.00	\$10.00	\$20,000.00
10	Erosion Control	1	LS	\$40,000.00	\$40,000.00	\$66,500.00	\$66,500.00	\$90,000.00	\$90,000.00
11	Traffic Control	1	LS	\$28,000.00	\$28,000.00	\$5,000.00	\$5,000.00	\$90,000.00	\$90,000.00
12	Mobilization	1	LS	\$25,000.00	\$25,000.00	30600	\$30,600.00	\$90,000.00	\$90,000.00
<b>TOTAL:</b>					<b>\$682,749.80</b>		<b>\$612,200.00</b>		<b>\$953,400.00</b>

## BID TABULATION

**THE CITY OF ROUND ROCK**

**Transportation Department**

**3400 Sunrise Rd.**

**Round Rock, Texas. 78665**

**Bid Extended By:**

**Print Name**

**Initials**

**Bid Opening Date: 12/22/2022**

**Bid Opening Location: 3400 Sunrise Rd Round Rock 78665**

**Liquidated Damages:**

**No. of Responses: 7**

**Project Manager: Matt Bushak**

**Project Consultant:**

**Project Name: 2022 Arterial Sidewalk Project**

**Project ID:**

**Project Duration:**

Bidders Name				Jerdon Enterprise					
Contractors Business Location				Stafford, TX					
Guarantee: Bid Bond, Cashier Check or Certified Check				Bid Bond					
Statement of Safety Experience, Yes or No				Yes					
Addendum(s) Acknowledged, Yes, No, or N/A				N/A					
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4")	15000	SF	\$15.00	\$225,000.00		\$0.00		\$0.00
2	Concrete Sidewalk (6")	6500	SF	\$19.00	\$123,500.00		\$0.00		\$0.00
3	Short Wall	1200	LF	\$85.00	\$102,000.00		\$0.00		\$0.00
4	Remove and replace concrete driveway	1000	SF	\$30.00	\$30,000.00		\$0.00		\$0.00
5	Driveway approach (Type 1)	250	SF	\$17.00	\$4,250.00		\$0.00		\$0.00
6	Pedestrian Rail (Type PR11)	60	LF	\$410.00	\$24,600.00		\$0.00		\$0.00
7	Wingwall (FW-0) (HW=4 FT)	1	EA	\$62,600.00	\$62,600.00		\$0.00		\$0.00
8	Adjust Manhole	3	EA	\$3,000.00	\$9,000.00		\$0.00		\$0.00
9	Sod	2000	SY	\$13.00	\$26,000.00		\$0.00		\$0.00
10	Erosion Control	1	LS	\$45,250.00	\$45,250.00		\$0.00		\$0.00
11	Traffic Control	1	LS	\$42,000.00	\$42,000.00		\$0.00		\$0.00
12	Mobilization	1	LS	\$77,000.00	\$77,000.00		\$0.00		\$0.00
TOTAL:					\$771,200.00		\$0.00		\$0.00



**Mayor**  
Craig Morgan

**Councilmembers**  
Michelle Ly  
Matthew Baker  
Frank Ortega  
Kristin Stevens  
Hilda Montgomery

**City Manager**  
Laurie Hadley

**Mayor Pro-Tem**  
Rene Flores

**City Attorney**  
Stephanie Sandre

1/11/2023

Re: 2022 Arterial Sidewalk Project  
Engineer's Recommendation of Award of Contract

Dear Mr. Hudder:

A total of seven (7) sealed bids were received and opened on December 22, 2022 for the above referenced project. The bids ranged from \$567,275.00 to \$953,400. M & C Fonseca Co., Inc. from Granite Shoals, Texas, submitted the lowest bid in the amount of \$567,275.00. The engineer's opinion of probable construction cost for this project was \$553,520.00. References provided by M & C Fonseca Co., Inc. were checked and no significant issues were reported.

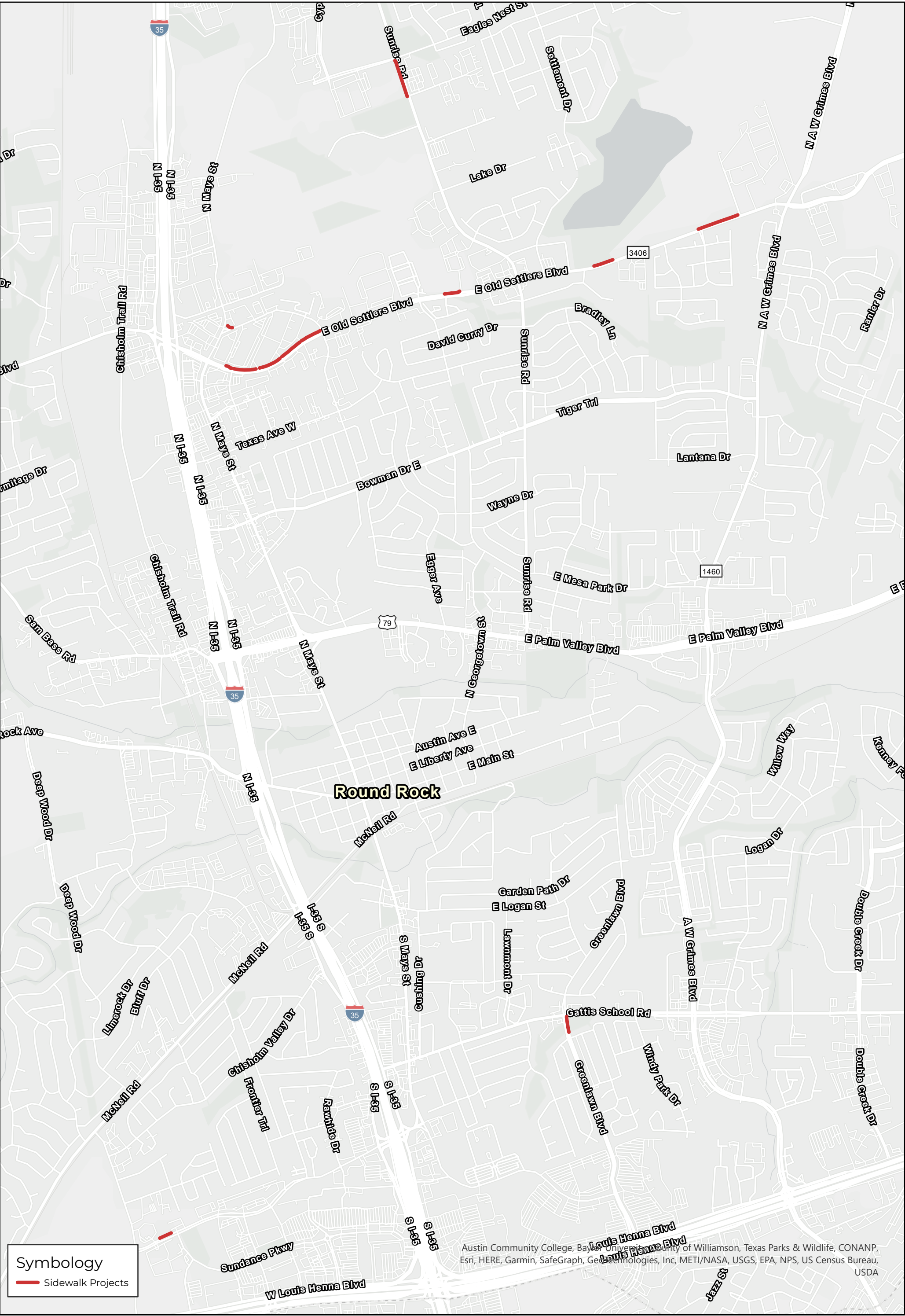
After reviewing the contractor's experience, references, and bid price, I recommend award of this project to M & C Fonseca Co., Inc. in the amount of \$567,275.00.

Sincerely,

Matt Bushak, P.E.  
Sr. Transportation Engineer









# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.3**

---

**Title:** Consider a resolution authorizing the President to execute a Real Estate Contract with Avery Ranch Company, Ltd., et. al. for the purchase of a 2.91 acre parcel required for construction of future Kenney Fort Blvd. extension.

**Type:** Type B Resolution

**Governing Body:** Transportation and Economic Development Corporation

**Agenda Date:** 2/23/2023

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$291,000.00

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

**Attachments:** Resolution, Exhibit A, Map

**Department:** Transportation

---

### **Text of Legislative File TB-2023-001**

The proposed purchase price of \$291K was negotiated and recommended by the Transportation Director.

**Cost:** \$291,000.00

**Source of Funds:** Round Rock Transportation and Economic Development Corporation (Type B)



**RESOLUTION NO. TB-2023-001**

**WHEREAS**, the Round Rock Transportation and Economic Development Corporation (“TEDCO”) desires to purchase a 2.91-acre tract of land (“Property”) required for construction of the proposed Kenney Fort Boulevard extension; and

**WHEREAS**, Avery Ranch Company, Ltd., et al., the owner of the Property, has agreed to sell said Property to TEDCO, 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 Round Rock Transportation and Economic Development Corporation the Real Estate Contract with Avery Ranch Company, Ltd., et al., a copy of which is attached hereto as Exhibit A.

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 23rd day of February, 2023.

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

ATTEST:

\_\_\_\_\_  
RICK VILLARREAL, Secretary

**EXHIBIT****"A"****REAL ESTATE CONTRACT**

Kenney Fort Blvd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and among **AVERY RANCH COMPANY, LTD.**, a Texas limited partnership; Marta C. Avery, **Trustee of the MARTA C. AVERY EXEMPT TRUST**, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992; John S. Avery, **Trustee of the JOHN S. AVERY EXEMPT TRUST**; A. Nelson Avery, **Trustee of the A. NELSON AVERY EXEMPT TRUST**; and Lucille Christina Avery Fell, **Trustee of the LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST** (collectively referred to in this Contract as "Seller", whether one or more) and the **ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit corporation (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I  
PURCHASE AND SALE**

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

All of that certain 2.91 acre tract of land out of and situated in the Willis Donahoe, Jr. Survey, Abstract No. 173, Williamson County, Texas; and being Lot 21, Block L, Final Plat of Avery Centre East Phase 1, Section 3, a subdivision in Williamson County, Texas according to the map or plat recorded as Document No. 2022139665, Official Records of Williamson County, Texas;

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

**ARTICLE II  
PURCHASE PRICE****Purchase Price**

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of TWO HUNDRED NINETY-ONE THOUSAND and 00/100 Dollars (\$291,000.00).

**Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

### **ARTICLE III CONDITIONS PRECEDENT**

#### **Conditions to Purchaser's Obligations**

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the conditions in Section 3.02 below (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

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

#### **Conditions to Seller's Obligations**

3.03. The obligations of Seller hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the conditions in Sections 3.04, 3.05, and 3.06 below (any of which may be waived in whole or in part by Seller at or prior to the Closing).

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

3.05 The land making up the Property shall have been subdivided as a separate lot of legal record by Century Land Holdings II, LLC, a Colorado limited liability company ("Century"), the current owner of the Property.

3.06 Seller shall have acquired title to the Property from Century.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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

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

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

(c) Century is the current owner of the Property. Century is obligated to convey the Property to Seller in advance of the Closing pursuant to a separate agreement.

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

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company (the "Title Company") on or before March 30, 2023, or at such other time, date, and place as Seller and Purchaser may agree in writing if necessary allow Seller to satisfy the Conditions Precedent (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the Round Rock Transportation and Economic Development Corporation a duly executed and acknowledged Deed in conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens and restrictions, except for those matters set forth in the Deed.

(2) The Deed shall be in the form as shown in Exhibit "A-1" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser at Closing a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to the terms of such policy and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be estimated upon (a) the basis of the tax rate for the current year applied to the latest assessed valuation and (b) the relative area of the Property as compared to the larger tax parcel of which it is a part, but shall otherwise be the continuing obligation of Seller, to the extent relating to the time period on and prior to the Closing Date. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

### Closing Costs

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

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

## **ARTICLE VI BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser. In the event Purchaser shall fail to diligently pursue and complete its obligations under Section 2.03 of this Contract, Seller will be entitled to any and all

rights and remedies available to Seller at law or in equity. For the avoidance of doubt, the foregoing sentence shall survive the Closing under this Contract.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

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

8.08. INTENTIONALLY DELETED.

Compliance

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

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the board of directors of Purchaser, which date is indicated beneath the President's or other authorized signer's signature below.

Counterparts

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

[SIGNATURE PAGES FOLLOW]

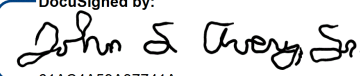
**SELLER:**

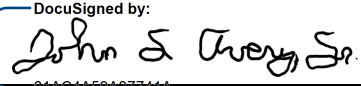
**AVERY RANCH COMPANY, LTD.,**

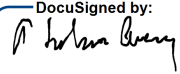
A Texas limited partnership

By: CJAC, Inc., a Texas corporation,

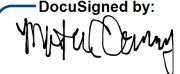
Its: General Partner

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: John S. Avery  
Its: President  
Date: 2/6/2023

DocuSigned by:  
  
John S. Avery, Trustee of the  
**John S. Avery Exempt Trust**  
Date: 2/6/2023

DocuSigned by:  
  
A. Nelson Avery, Trustee of the  
**A. Nelson Avery Exempt Trust**  
Date: 2/6/2023

DocuSigned by:  
  
Lucille Christina Avery Fell, Trustee of the  
**Lucille Christina Avery Fell Exempt Trust**  
Date: 2/6/2023

DocuSigned by:  
  
Marta C. Avery, Trustee of the  
**Marta C. Avery Exempt Trust**, a sub-trust of the  
Charles N. Avery III Exempt Trust under the  
LSA Trust Agreement effective December 24, 1992  
Date: 2/6/2023

Address: c/o Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Ave., Suite 1300  
Austin, Texas 78701



**PURCHASER:**

ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT  
CORPORATION, a Texas nonprofit corporation

By: \_\_\_\_\_  
Craig Morgan, President

Address: 221 E. Main Street  
Round Rock, Texas 78664

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



encroachments or any overlapping of improvements which a current survey would show;

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Kenney Fort Blvd.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and, subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

Except as otherwise set forth herein and in the Real Estate Contract between Grantor and City of Round Rock, Texas for the property (the “Contract”), the property is being conveyed and sold by Grantor and purchased and accepted by City of Round Rock, Texas on an “as-is, where-is and with all faults” basis, and with any and all conditions and defects which may exist, and without the existence of and without reliance upon any representation, warranty, agreement, or statement by Grantor or anyone acting on behalf of Grantor including, without limitation, any broker, engineer, surveyor, appraiser or environmental consultants. City of Round Rock, Texas has the right under the terms of the Contract to thoroughly inspect and examine the property to the extent deemed necessary by City of Round Rock, Texas in order to enable City of Round Rock, Texas to evaluate the purchase of the property for City of Round Rock, Texas’ intended use. City of Round Rock, Texas is relying solely upon such inspections, examinations and evaluations of the property by City of Round Rock, Texas and/or City of Round Rock, Texas’ representatives in purchasing the property and shall hold Grantor harmless of any and all existing conditions and defects relative to the property.

*[signature pages follow]*

EXECUTED AND DELIVERED to be effective this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

**AVERY RANCH COMPANY, LTD.,**  
A Texas limited partnership

By: CJAC, Inc., a Texas corporation,  
Its: General Partner

By: \_\_\_\_\_  
John S. Avery  
President of CJAC, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by **John S. Avery**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

\_\_\_\_\_  
Notary Public -State of Texas

*(Signatures and Acknowledgements of the remaining Grantors follow)*

**GRANTOR:**

---

John S. Avery, **Trustee of the  
John S. Avery Exempt Trust**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by **John S. Avery**, Trustee of the John S. Avery Exempt Trust.

---

Notary Public - State of Texas

**GRANTOR:**

---

A. Nelson Avery, **Trustee of the  
A. Nelson Avery Exempt Trust**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by A. **Nelson Avery**, Trustee of the A. Nelson Avery Exempt Trust.

---

Notary Public - State of Texas

**GRANTOR:**

---

**Lucille Christina Avery Fell, Trustee of the  
Lucille Christina Avery Fell Exempt Trust**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by **Lucille Christina Avery Fell**, Trustee of the Lucille Christina Avery Fell Exempt Trust.

---

Notary Public - State of Texas

**GRANTOR:**

\_\_\_\_\_  
Marta C. Avery, **Trustee of the  
Marta C. Avery Exempt Trust**, a sub-trust of the  
Charles N. Avery III Exempt Trust under the LSA  
Trust Agreement effective December 24, 1992

**CALIFORNIA ACKNOWLEDGMENT:**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**ACCEPTED AND AGREED TO BY:**

ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT  
CORPORATION, a Texas nonprofit corporation:

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

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

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2023 by \_\_\_\_\_, in the capacity and for the purposes and consideration  
recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

City of Round Rock  
Attn: City Clerk  
221 E. Main Street  
Round Rock, Texas 78664

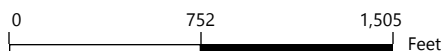
**AFTER RECORDING RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Century Land Holdings (R635869)

Web Print: 01/18/2023

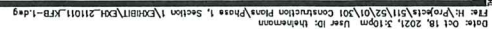


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# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.1**

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**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 or expanded businesses that would bring economic development to the City.

**Type:** Type B Executive Session

**Governing Body:** Transportation and Economic Development Corporation

**Agenda Date:** 2/23/2023

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File TMP-23-0138**