



City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
George White, Mayor Pro-Tem, Place 2
Craig Morgan, Place 1
Frank Leffingwell, Place 3
Will Peckham, Place 4
Writ Baese, Place 5
Kris Whitfield, Place 6

Thursday, December 3, 2015

7:00 PM

City Council Chambers, 221 East Main St.

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. RESOLUTIONS:

- E.1 [2015-3088](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Philips Healthcare for the purchase of the twelve \(12\) defibrillators.](#)
- E.2 [2015-3089](#) [Consider a resolution authorizing the Mayor to execute an Agreement with GCA Services Group for high rafter cleaning services.](#)
- E.3 [2015-3092](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the extension of Kenney Fort Boulevard south to SH 45.](#)
- E.4 [2015-3111](#) [Consider a resolution approving a Chapter 380 Economic Development Program for ProPortion Foods, LLC.](#)
- E.5 [2015-3112](#) [Consider a resolution authorizing the Mayor to execute a Chapter 380 Program Agreement with ProPortion Foods, LLC.](#)

- E.6 [2015-3091](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to The Playwell Group, Inc. for the purchase of shade structures for Old Settlers Park at Palm Valley.](#)
- E.7 [2015-3096](#) [Consider a resolution authorizing the City Manager to execute a Purchase Order to Musco Lighting for Multi-Purpose Field Lighting at Old Settlers Park at Palm Valley.](#)
- E.8 [2015-3097](#) [Consider a resolution authorizing the Mayor to execute a construction contract with Joeris General Contractors, Ltd for the Old Settlers Park at Palm Valley Multipurpose Field Complex and Soccer Complex Improvements Project.](#)

F. ORDINANCES:

- F.1 [2015-3087](#) [Consider public testimony regarding, and an ordinance rezoning tracts of land totaling 0.20 acres located at the southeast corner of Pecan Avenue and Circle Avenue from SF-2 \(Single Family - Standard Lot\) zoning district to the MU-L \(Mixed Use Limited\) zoning district. \(First Reading\)*](#)
- F.2 [2015-3094](#) [Consider an ordinance adopting Amendment No. 1 to the 2014-2015 Operating Budget. \(First Reading\)\(Requires Two Readings\)](#)

G. APPOINTMENTS:

- G.1 [2015-3109](#) [Consider one appointment to the Williamson County and Cities Health District Board of Directors.](#)

H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

I. 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 25th day of November 2015 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 a resolution authorizing the City Manager to issue a Purchase Order to Philips Healthcare for the purchase of the twelve (12) defibrillators.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: David Coatney, Fire Chief

Cost: \$318,479.28

Indexes: General Fund

Attachments: Resolution

Department: Fire Department

Text of Legislative File 2015-3088

The purchase of the Phillips Healthcare 12 lead cardiac monitors will supplement the paramedic program and will move the department further towards the goal of providing an advanced life support response to time critical events such as heart attacks. It will also keep the department in line with the City's goal of having world class medical facilities, by beginning that level of treatment to our first responders where most treatment for city patrons begins. The inclusion of cardiac monitors into our EMS program will benefit our patients by reducing the time needed to get them into definitive treatment. We will measure this in three ways using American Heart Association (AHA) Guidelines: time from dispatch to running the first 12 lead, time from dispatch to the delivery of nitroglycerin, and time from dispatch to the delivery to an Advance medical provider. The 12 lead cardiac monitors along with the First Responder Advance Paramedic program (FRAP) will ensure that our citizens receive the highest level of care possible by a first responder, and will improve the citizens' chances of survival.

Cost: \$318,479.28

Source of Funds: General Fund

Staff recommends Approval

RESOLUTION NO. R-2015-3088

WHEREAS, the City of Round Rock (“City”) desires to purchase twelve (12) defibrillators,
and

WHEREAS, on January 13, 2011, the City entered into an Interlocal Agreement with
Williamson County for the purpose of participating in cooperative purchasing, and

WHEREAS, Williamson County has previously approved the bid of Philips Healthcare for
defibrillators, and

WHEREAS, the City Council wishes to issue a purchase order to Philips Healthcare, Now
Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Philips
Healthcare for the purchase of twelve (12) defibrillators.

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 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with GCA Services Group for high rafter cleaning services.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Chad McDowell, General Services Director

Cost: \$67,206.00

Indexes: General Fund; Hotel Occupancy Tax Fund

Attachments: Resolution, Exhibit A, Buyboard BID TAB for Facility_Maintenance_Services

Department: General Services Department

Text of Legislative File 2015-3089

With this agreement we are purchasing services for high rafter cleaning at the CMRC, Sports Center and Police Facility. High Rafter cleaning is a service that is above and beyond our normal scope of service. This cleaning requires lifts and a lot of man power to complete. High Cleaning will clean all the rafters, overhead pipes, light fixtures, and duct work. This cleaning is especially important to prevent the spread of germs and reduce potential fire hazards in our buildings. The price is for cleaning once a year for the Sports Center, Police Facility and CMRC.

This service has been budgeted in our 5324 line item for General services and the Sports Center

Cost: \$67,206.00 (not to exceed)

Source of Funds: General Fund and Hotel Occupancy Tax Fund

Staff Recommends Approval

RESOLUTION NO. R-2015-3089

WHEREAS, the City of Round Rock (“City”) desires to purchase services for high rafter cleaning in certain City facilities and to purchase associated goods and services, and

WHEREAS, the City is a member of the Buy Board Cooperative Purchasing Program (“Buy Board”), and

WHEREAS, GCA Services Group is an approved vendor of the Buy Board, and

WHEREAS, the City desires to purchase certain services and related goods from GCA Services Group through Buy Board, 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 Purchase of Services for High Rafter Cleaning with GCA Services Group, 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 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF SERVICES
FOR HIGH RAFTER CLEANING
WITH
GCA SERVICES GROUP**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement is for purchase of high rafter cleaning services at certain City of Round Rock facilities, and for related goods and services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2015, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and GCA SERVICES GROUP, whose offices are located at 10375 Richmond Avenue, Suite 300, Houston, Texas 77042, referred to herein as the "Services Provider." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase services for high rafter cleaning in certain City facilities and to purchase associated goods and services, and City desires to purchase same from Services Provider; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Services Provider is an approved Buy Board vendor; and

WHEREAS, City desires to purchase certain services and related goods as set forth here in from Services Provider through Buy Board Contract #485-15, pursuant to Texas Local Government Code, Section 271.102; 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 receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and services and Services Provider is obligated to sell specified goods and services. The Agreement includes Service Provider's Proposal (attached as Exhibit "A") and any other exhibits, addenda, and/or amendments thereto.

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.

F. **Services Provider** means GSA Services Group or any successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

B. The term of this Agreement shall be for three (3) years from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. 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

Service Provider's Proposal is set forth in Exhibit "A," which together with this Agreement comprise of the total Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Services shall satisfactorily provide for high rafter cleaning as described in Exhibit “A.” Services undertakings shall be limited to performing services for the City and/or advising City concerning those matter on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with the 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

City shall pay Service Provider in accordance with the prices set forth on Exhibit “A.” Pricing shall vary as described in Exhibit “A” based upon whether facilities are operational or shutdown at the times services are rendered. In the event services are rendered at the facilities when facilities are shutdown, the cost per year shall not exceed **Sixty-Two Thousand Forty Dollars and 30/100 (\$62,040.30)**. In the event services are rendered while facilities are not shutdown, the cost per year for the term of the Agreement shall not exceed **Sixty-Seven Thousand Two Hundred Six Dollars and No/100 (\$67,206.00)**.

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; and
- D. Delivery 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 of Round Rock’s bid, with the consent and agreement of the successful Services Provider(s) and Round Rock. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the Services Provider’s response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of,

partner to, or representative of those outside agencies or entities and that the City of Round Rock 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, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods 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). This Prompt Payment 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. 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
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without incurring 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 of City's insurance requirements. Failure to meet or maintain City's insurance requirements shall be considered a material breach of this Agreement.

14.01 CITY'S REPRESENTATIVE

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

Pete Dominguez
General Services Department
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3144

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, ORDINANCES AND PROGRAMS

A. 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.

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

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

Notice to Services Provider:

GCA Services Group
Mark S. DeMoussett
10375 Richmond Avenue, Suite 300
Houston, TX 77042

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
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.

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

GCA Services Group

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

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

EXHIBIT "A"

QUOTE

10375 Richmond Ave., Ste. 300

Houston, TX 77042

Mark DeMoussett

713-539-8676

mdemoussett@gcaservices.com

Quote delivered via: e-mail

DATE October 29, 2015

EXPIRATION DATE December 13, 2015

Prepared for: City of Roundrock
221 E. Main Street
Round Rock, TX 78664

ATTN: Ron Hunter

Cleaning Services Requested:	Quote is with Facility Shutdown
Buy Board Contract # 485-15 (Facility Maintenance and Operations Services)	
Rafter and High Cleaning	
RRSC	
CMRC	
Police Department	

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Area	Price per	TOTAL PRICE
High Rafter Cleaning for Round Rock Sports Center (RRSC)	1	\$31,168.80	\$ 31,168.80
High Rafter Cleaning for Clay Madsen Rec Center (CMRC)			\$ -
1) Gym/Basketball court	1	\$9,567.90	\$ 9,567.90
2) Two (2) Mezzanines	1	\$950.00	\$ 950.00
3) Four (4) Racquetball Courts	1	\$2,000.00	\$ 2,000.00
4) Lobby	1	\$1,925.00	\$ 1,925.00
5) Pool room	1	\$7,125.00	\$ 7,125.00
High Rafter Cleaning - (PD) "Sally Port"	1	\$9,003.60	\$ 9,003.60
High Rafter Cleaning - (PD) Small Garage	1	\$300.00	\$ 300.00
GCA TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS			

SUBTOTAL (without tax) \$ 62,040.30

FOR SAFETY - GCA WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED

PLEASE NOTE: WORK CANNOT BE PERFORMED WITHOUT WRITTEN APPROVAL

To accept this quotation, sign here:

Date: _____ Purchase Order # _____

If approved, please email to: mdemoussett@gcaservices.com - or by fax, attn M. Demoussett (713) 244-9000

THIS ESTIMATE IS GOOD FOR 45 DAYS. CUSTOMER RESPONSIBLE TO INSPECT AND APPROVE WORK UPON COMPLETION AND TO SIGN OFF THAT WORK WAS COMPLETED SATISFACTORILY. IF NOT SATISFACTORY, CORRECTIONS OR ADJUSTMENTS WILL BE MADE IMMEDIATELY BY GCA CLEANING SPECIALTIES. WORK NOT INSPECTED UPON COMPLETION WILL BE CONSIDERED ACCEPTABLE TO CUSTOMER. ANY DELAYS IN STARTING OR COMPLETING JOB CAUSED BY CUSTOMER WILL BE BILLED IN ADDITION TO AMOUNT QUOTED. ANY VARIATION OF WORK QUOTED, OR ADDITIONAL WORK REQUIRED AT TIME OF SERVICE WILL BE BILLED IN ADDITION TO AMOUNT QUOTED.

THANK YOU FOR YOUR BUSINESS!

EXHIBIT "A"

QUOTE

10375 Richmond Ave., Ste. 300

Houston, TX 77042

Mark DeMoussett

713-539-8676

mdemoussett@gcaservices.com

Quote delivered via: e-mail

DATE October 29, 2015

EXPIRATION DATE January 27, 2016

Prepared for: City of Roundrock
221 E. Main Street
Round Rock, TX 78664

ATTN: Ron Hunter

Cleaning Services Requested:	Quote is with NO Facility Shutdown
Buy Board Contract # 485-15 (Facility Maintenance and Operations Services)	
Rafter and High Cleaning	
RRSC	
CMRC	
Police Department	

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Area	Price per	TOTAL PRICE
High Rafter Cleaning for Round Rock Sports Center (RRSC)	1	\$33,696.00	\$ 33,696.00
High Rafter Cleaning for Clay Madsen Rec Center (CMRC)			\$ -
1) Gym/Basketball court	1	\$10,631.00	\$ 10,631.00
2) Two (2) Mezzanines	1	\$950.00	\$ 950.00
3) Four (4) Racquetball Courts	1	\$2,000.00	\$ 2,000.00
4) Lobby	1	\$2,500.00	\$ 2,500.00
5) Pool room	1	\$7,125.00	\$ 7,125.00
High Rafter Cleaning - (PD) "Sally Port"	1	\$10,004.00	\$ 10,004.00
High Rafter Cleaning - (PD) Small Garage	1	\$300.00	\$ 300.00
GCA TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS			

SUBTOTAL (without tax) \$ 67,206.00

FOR SAFETY - GCA WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED

PLEASE NOTE: WORK CANNOT BE PERFORMED WITHOUT WRITTEN APPROVAL

To accept this quotation, sign here:

Date: _____ Purchase Order # _____

If approved, please email to: mdemoussett@gcaservices.com - or by fax, attn M. Demoussett (713) 244-9000

THIS ESTIMATE IS GOOD FOR 45 DAYS. CUSTOMER RESPONSIBLE TO INSPECT AND APPROVE WORK UPON COMPLETION AND TO SIGN OFF THAT WORK WAS COMPLETED SATISFACTORILY. IF NOT SATISFACTORY, CORRECTIONS OR ADJUSTMENTS WILL BE MADE IMMEDIATELY BY GCA CLEANING SPECIALTIES. WORK NOT INSPECTED UPON COMPLETION WILL BE CONSIDERED ACCEPTABLE TO CUSTOMER. ANY DELAYS IN STARTING OR COMPLETING JOB CAUSED BY CUSTOMER WILL BE BILLED IN ADDITION TO AMOUNT QUOTED. ANY VARIATION OF WORK QUOTED, OR ADDITIONAL WORK REQUIRED AT TIME OF SERVICE WILL BE BILLED IN ADDITION TO AMOUNT QUOTED.

THANK YOU FOR YOUR BUSINESS!

The Local Government Purchasing Cooperative

For the Period 6/1/2015 to 5/31/2016

Final Award Report for Facility Maintenance and Operations Services #485-15

1 Annual Facility Maintenance and Operations Services

Vendor	Vendor Brand and Model Number	Bid Price	Award
GCA K12 Education Services	Annual Facility Maintenance and Operations Services per square foot (\$1.28 to \$1.69)	\$1.28	Yes
SSC Service Solutions	Annual Facility Maintenance and Operations Services per square foot	\$1.75	Yes
Concept Facility Services LLC	Annual Facility Maintenance and Operations Services per square foot	\$58.69	No

2 Not to Exceed Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-M

Vendor	Vendor Brand and Model Number	Bid Price	Award
GCA K12 Education Services	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Manager Position (\$46.13 to \$57.28)	\$46.13	Yes
Concept Facility Services LLC	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Manager Position	\$48.00	No
Trane Commercial Systems	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Manager Position	\$65.03	No
SSC Service Solutions	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Manager Position	\$107.00	Yes

3 Not to Exceed Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Su

Vendor	Vendor Brand and Model Number	Bid Price	Award
Trane Commercial Systems	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Supervisor Position	\$35.14	No
GCA K12 Education Services	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Supervisor Position (\$37.24 to \$46.05)	\$37.24	Yes
Concept Facility Services LLC	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Supervisor Position	\$45.00	No
SSC Service Solutions	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Supervisor Position	\$75.00	Yes

The Local Government Purchasing Cooperative

For the Period 6/1/2015 to 5/31/2016

Final Award Report for Facility Maintenance and Operations Services #485-15

4 Not to Exceed Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Sk

Vendor	Vendor Brand and Model Number	Bid Price	Award
GCA K12 Education Services	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position (\$21.89 to \$31.83)	\$21.89	Yes
SSC Service Solutions	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position (\$37.00 to \$53.00)	\$37.00	Yes
Concept Facility Services LLC	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position	\$38.00	No
Trane Commercial Systems	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position (\$37.00 to \$53.00)	\$58.03	No

5 Not to Exceed Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-U

Vendor	Vendor Brand and Model Number	Bid Price	Award
GCA K12 Education Services	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position (\$22.67 to \$26.70)	\$22.67	Yes
SSC Service Solutions	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position	\$24.00	Yes
Concept Facility Services LLC	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position	\$28.00	No
Trane Commercial Systems	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position	\$29.75	No

6 Not to Exceed Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Sk

Vendor	Vendor Brand and Model Number	Bid Price	Award
GCA K12 Education Services	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position (\$37.83 to \$47.74)	\$37.83	Yes
SSC Service Solutions	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position (\$55.50 to \$79.50)	\$55.50	Yes
Trane Commercial Systems	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position (\$55.50 to \$79.50)	\$58.03	No
Concept Facility Services LLC	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Skilled Labor Position	\$60.00	No

The Local Government Purchasing Cooperative

For the Period 6/1/2015 to 5/31/2016

Final Award Report for Facility Maintenance and Operations Services #485-15

7 Not to Exceed Hourly Labor Rate for: Additional Facility Maintenance and Operations Services- U

Vendor	Vendor Brand and Model Number	Bid Price	Award
Trane Commercial Systems	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position	\$29.75	No
GCA K12 Education Services	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position (\$34.01 to \$40.05)	\$34.01	Yes
SSC Service Solutions	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position	\$36.00	Yes
Concept Facility Services LLC	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Unskilled Labor Position	\$48.00	No

8 Not to Exceed Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-Al

Vendor	Vendor Brand and Model Number	Bid Price	Award
GCA K12 Education Services	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-All Other Labor Positions (\$25.86 to \$32.40)	\$25.86	Yes
Trane Commercial Systems	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-All Other Labor Positions	\$29.44	No
SSC Service Solutions	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-All Other Labor Positions	\$36.00	Yes
Concept Facility Services LLC	Hourly Labor Rate for: Additional Facility Maintenance and Operations Services-All Other Labor Positions	\$120.00	No

9 Not to Exceed Hourly Labor Rate for: Facility Maintenance and Operations Consulting and Traini

Vendor	Vendor Brand and Model Number	Bid Price	Award
Trane Commercial Systems	Hourly Labor Rate for: Facility Maintenance and Operations Consulting and Training Services	\$65.03	No
GCA K12 Education Services	Hourly Labor Rate for: Facility Maintenance and Operations Consulting and Training Services	\$100.00	Yes
SSC Service Solutions	Hourly Labor Rate for: Facility Maintenance and Operations Consulting and Training Services	\$125.00	Yes
Concept Facility Services LLC	Hourly Labor Rate for: Facility Maintenance and Operations Consulting and Training Services	\$150.00	No



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the extension of Kenney Fort Boulevard south to SH 45.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-3092

Kenney Fort Boulevard is a planned major arterial which will connect from Georgetown across Round Rock south to SH 45. Segment 1, between Joe DiMaggio and Forest Creek Drive, was completed in 2013. Segments 2 and 3, which will connect between Forest Creek Drive and Gattis School Road (Segment 2) and Gattis School Road and SH 45 (Segment 3), will create greater connectivity by providing motorists an alternative route and offer immediate pressure relief to Red Bud Lane and A.W. Grimes Boulevard, between the state facilities of Toll 45 and US79. With the intense growth the city has and will continue to experience, alternative routes such as Kenney Fort Boulevard will help to distribute traffic, in addition to providing economic opportunities to the city.

During their last bond election, Williamson County included funds to begin the design of these segments of Kenney Fort Boulevard. In negotiations with staff, Williamson County has agreed to make \$1.5 M of these funds available to the city to begin the design process for these segments of Kenney Fort Boulevard. The Transportation Department has concluded a competitive RFQ process and approval of this Interlocal Agreement will secure this funding so that we can bring forward a recommendation to council to award the preliminary design contract.

Staff recommends approval.

RESOLUTION NO. R-2015-3092

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

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with Williamson County regarding the extension of Kenney Fort Boulevard from its current southern terminus to SH 45, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement Between Williamson County and City of Round Rock, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

complete design of the Project within two (2) years from the date of execution of this Agreement.

1.3 Obligation of the County. The County shall pay to the City the following sum: One Million Five Hundred Thousand (\$1,500,000) within 30 days after the parties have executed this Agreement to partially pay for costs related to the planning and design of the Project.

B.

MISCELLANEOUS PROVISIONS

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

10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the planning and design for the Project has not been completed by the City within two (2) years after this Agreement is executed by both parties.
15. **No Joint Venture.** This Agreement shall not constitute a joint venture between the parties.

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

(the rest of this page left blank)

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

Attest:

Sara White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.4

Title: Consider a resolution approving a Chapter 380 Economic Development Program for ProPortion Foods, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2015-3111

RESOLUTION NO. R-2015-3111

WHEREAS, ProPortion Foods, LLC, (herein referred to as “ PPF”) has expressed to the City of Round Rock (“City”) its desire to locate an office, food processing, storage and warehouse facility in the City which will provide jobs and additional tax base to the City, and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program (“Program”) to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit “A” will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

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

That the City offers to PPF a §380.001 Program in exchange for PPF locating an office, food processing, storage and warehouse facility in the City, and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit “A” attached hereto 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 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A
ECONOMIC DEVELOPMENT PROGRAM

The terms of the \$380,001 Economic Development Program to be offered to PPF in exchange for PPF's locating an office, food processing, storage and warehouse facility in the City of Round Rock are as generally outlined below:

1. To obtain such benefits, PPF shall:
 - 1.1. Lease the tract of land described as follows:

(the "Property").
 - 1.2. Occupy the building located thereon as an office, food processing, storage, and warehouse facility in the City (the "Facility").
 - 1.3. Provide for at least \$13,000,000 in Facility improvements, equipment, and personal property to be expended in conjunction with the Project.
 - 1.4. Provide for a total of 400 full-time employees or full-time equivalent employees in the Facility, all of which shall be employed by PPF, its affiliate or a staffing agency.
2. City's obligations:
 - 2.1. City shall, subject to PPF's satisfaction of its obligations set out above, make the Economic Incentive Payments to PPF based upon the ad valorem property taxes on the improvements and personal property as follows:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2017	50%
2018	50%
2019	50%
2020	50%
2021	50%
2022	50%
2023	50%

- 2.2 In addition, the City shall, subject to PPF's satisfaction of its obligations set out above, make the Additional Economic Incentive Payments to PPF as follows:

<u>Year</u>	<u>Amount of Annual EIP's</u>
2017	\$200,000
2018	\$100,000
2019	\$100,000

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith



City of Round Rock

Agenda Item Summary

Agenda Number: E.5

Title: Consider a resolution authorizing the Mayor to execute a Chapter 380 Program Agreement with ProPortion Foods, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Manager's Office

Text of Legislative File 2015-3112

RESOLUTION NO. R-2015-3112

WHEREAS, ProPortion Foods, LLC shall be referred to herein as (“PPF”); and

WHEREAS, PPF plans to locate a distribution and warehouse facility in the City which will provide jobs and additional tax base (“Facility”); and

WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby PPF will expend significant sums to construct and operate the Facility in conformance with the City’s development approvals for the Facility, 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 Economic Development Program Agreement with PPF, 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 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this ____ day of _____, 2015, by and between the City of Round Rock, Texas, a Texas home rule municipal corporation ("**City**"), and PROPORTION FOODS, LLC, a California limited liability company ("**PPF**").

WHEREAS, the City has adopted Resolution No. _____, attached as **Exhibit A** ("**Program Resolution**"), establishing an economic development program and Resolution No. _____, attached hereto as **Exhibit B** (the "**Authorizing Resolution**"), authorizing the Mayor to enter into this Agreement with PPF in recognition of the positive economic benefits to the City through PPF's ownership or lease of the existing building and facility on a tract of land in the City more particularly described on the attached **Exhibit C** ("**Property**") (the Program Resolution and the Authorizing Resolution being collectively referred to herein as the "**City Resolutions**"); and

WHEREAS, PPF directly or through a wholly owned subsidiary agrees to either (a) acquire the Property, or (b) lease the building on the Property, in each case as an office, food processing, storage and warehouse space (the "**Project**"); if PPF enters into a lease (the "**Lease**") with the then owner ("**Landlord**"), such Lease would be a triple net lease, pursuant to which PPF would be responsible for paying ad valorem property taxes related to the Property, and such Lease would be evidenced by a short form memorandum (the "**Memorandum**") which shall be recorded in the Official Records of Williamson County, Texas, when Landlord acquires the Project; the Memorandum shall, at a minimum, provide the identity of Landlord, identify PPF as the tenant and disclose the expiration date of the Lease (which shall be no earlier than the ten (10) year anniversary of the effective date of the Lease); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby the owner of the Property (*i.e.*, PPF, PPF's subsidiary or Landlord) agrees to finance the development and construction of the Project in conformance with the City's development approvals for the Project, and PPF agrees to operate the Project upon completion thereof; and

WHEREAS, PPF agrees that an amount in excess of \$13,000,000.00 will be incurred to complete the Project and install PPF's personal property and equipment to be used in connection with the operation of the Project; and

WHEREAS, PPF agrees that, over a five year period, at least 400 new Full-Time Equivalent Employees (as defined under **Sec. 2** of this Agreement) will be employed at the Project either by PPF, its Affiliate or a Staffing Agency (as defined under **Sec. 2** of this Agreement); and

WHEREAS, the City agrees to provide performance-based Economic Incentive Payments (as defined below) to PPF to defray a portion of the Project's costs;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PPF agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and the City Resolutions, and constitutes a valid and binding obligation of the City in the event PPF (directly or through a wholly-owned subsidiary) acquires the Property or enters into the Lease and the Project is developed. The City acknowledges that PPF is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to either acquire the Property or enter into the Lease and to commit substantial resources and money to develop the Project.

2. **Definitions.**

2.1 ***"Ad Valorem Property Tax"*** means the City's ad valorem property tax paid by PPF (or its wholly-owned subsidiary) to the City on the value of the Project.

2.2 ***"Affiliate"*** means all companies under common control with, controlled by, or controlling PPF. For purposes of this definition, "control" means any entity in which such person or entity or one or more members of such person or entity has a twenty-five percent (25%) or more beneficial interest

2.3 ***"Base Year Tax Payment"*** means the amount of the City's ad valorem property tax assessed against the Property for the 2015 tax year. The Base Year Tax Payment will increase by three percent (3%) each year after 2015, compounded on an annual basis.

2.4 ***"Economic Incentive Payment(s)" ("EIPs")*** means all of the payments required to be paid by the City to PPF as set forth in **Sec. 5.1**.

2.5 ***"Effective Date"*** is the date this Agreement is executed to be effective by the City and PPF.

2.6 ***"Full Time Employee"*** means an employee who works at the Project for an average of at least 40 hours per week. Full Time Employees shall include original hires and their replacements over time working at the Project, whether employed by PPF, its Affiliate or a Staffing Agency.

2.7 ***"Full Time Equivalent Employee" ("FTE")*** means a combination of employees, each of whom individually is not a full-time employee because he/she is not employed on average at least 40 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE's shall include original hires and their replacements over time working at the Project, whether employed by PPF, its Affiliate or a Staffing Agency. FTEs shall include all Full Time Employees.

2.8 ***"Net Ad Valorem Property Tax"*** means the difference between the Ad Valorem Property Tax and the Base Year Tax Payment.

2.9 ***"Program"*** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolutions to promote local economic development and stimulate business and commercial activity within the City.

2.10 **“Project”** means PPF’s planned improvements to the existing building on the Property, as well as the equipment and personal property in the building.

2.11 **“Property”** means the tract of land more particularly described in **Exhibit C**.

2.12 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that is subject to recapture by the City from PPF in the event of a PPF default.

2.13 **“Staffing Agency”** means an agency or company engaged by PPF or its Affiliate to provide staffing at the Project, including, without limitation, staffing for factory workers, janitorial services and security services. The employees provided by the Staffing Agency may be employed by the Staffing Agency (and the Staffing Agency may be responsible for all taxes paid in respect of, and benefits given to, such employees). Employees employed by the Staffing Agency and working at the Project shall be considered FTEs, as applicable, for purposes of meeting the requirements contained herein.

3. **Term**. This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate on December 31, 2023, unless terminated earlier as provided herein.

4. **Rights and Obligations of PPF**. In consideration of the City’s compliance with this Agreement, PPF agrees as follows:

4.1 **Compliance with Development Regulations and Other Ordinances.** All development on the Property shall be in compliance with the City’s development approval processes, regulations and requirements and with City ordinances, including any City-approved PUD zoning ordinance for the Property.

4.2 **Improvements and Additions to Real and Personal Property.** In order to receive the benefits under this Agreement, PPF agrees to spend (either directly or as part of its tenant improvement allowance under the Lease) a cumulative total of at least \$13,000,000.00 in improvements to real property, additions to personal property and equipment within the City no later than December 31, 2017, and maintain such improvements, personal property and equipment with a historic cost of \$13,000,000.00.

4.3 **Provision of Jobs.**

4.3.1 **Initial Jobs**. No later than sixty (60) days after the City issues a Certificate of Occupancy for the Facility, at least 30 FTE’s will be working at the Project.

4.3.2 **Additional Jobs**. As additional consideration, at the end of each of the following calendar years, the total number of FTE’s identified in the corresponding row shall be employed at the Project:

<u>Date</u>	<u>Total</u>
On December 31, 2017	200
On December 31, 2018	250

On December 31, 2019	300
On December 31, 2020	350
On December 31, 2021	400
On December 31, 2022	400
On December 31, 2023	400

4.4 **Job Compliance Affidavit.** PPF agrees to provide to the City an annual Job Compliance Affidavit for each calendar year during the term of this Agreement. A copy of the Job Compliance Affidavit form is attached hereto as **Exhibit D**. City shall have the right, following reasonable advance notice to PPF, to audit PPF's records to verify that this obligation has been satisfied.

4.5 **PPF Accounting.** PPF shall maintain complete books and records showing its compliance with its obligations under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas corporations. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. PPF shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

4.6 **Submission of Data.** Within thirty (30) days following the end of each calendar year, PPF shall submit to the City the Job Compliance Affidavit and a schedule detailing the Ad Valorem Property Tax and the Net Ad Valorem Property Tax for such calendar year. As backup for the schedule, PPF shall submit the following:

- (a) A copy of all property tax receipts for the Project, including amended reports, filed by PPF for that calendar year showing the Ad Valorem Property Tax paid;
- (b) Such other data as the parties mutually determine reasonably appropriate to evidence the Ad Valorem Property Tax paid.

5. **Rights and Obligations of the City.** In consideration of PPF's compliance with this Agreement, the City agrees as follows:

5.1 **Economic Incentive Payments.**

5.1.1 **EIP's Based on Ad Valorem Property Tax.** City shall pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to PPF within thirty (30) days after PPF submits to the City the Job Compliance Affidavit and Ad Valorem Tax schedule for such calendar year as required in **Sec. 4.7** above. The EIPs are to be calculated as follows:

- (a) Calculations will be based upon the Net Ad Valorem Property Tax actually paid by PPF and collected by the City.

(b) The EIPs will be an amount equal to fifty percent of the Net Ad Valorem Property Tax actually paid to the City each year for seven years beginning with the 2017 tax year.

5.1.2 Additional Initial EIP's. In addition to the EIP's described in 5.1.1 above, the City shall, subject to the conditions set out herein, make annual EIP's to PPF in the amounts as set forth below:.

<u>Year</u>	<u>Amount of Annual EIP's</u>
2017	\$200,000
2018	\$100,000
2019	\$100,000

5.2 **Payments Subject to Future Appropriations.** Although certain payments under this Agreement are calculated based on a formula applied to Ad Valorem Property Taxes, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to PPF. The payments to be made to PPF, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City does not appropriate funds in any fiscal year for payments due under this Agreement, such failure shall not be considered a default under **Sec. 6.3**, and the City shall not be liable to PPF for such payments otherwise due during such fiscal year; however, the term of this Agreement shall be extended one (1) year for each year the City fails to appropriate funds for payments otherwise due under this Agreement. PPF shall also have the right but not the obligation to rescind this Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

5.3 **Utility Services for the Property.** The City shall provide water and wastewater service to PPF for the Project, subject to the same impact fees, utility rates and service charges assessed for water and waste water to similarly situated properties.

5.4 **Permitting.** The City shall cooperate with PPF to expeditiously process all City permit applications and City inspections.

5.5 **EIP Recapture.** In the event the City terminates this Agreement as a result of PPF's default, the City may, as its sole and exclusive remedy, recapture and collect from PPF the Recapture Liability. PPF shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which PPF may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were actually paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the

addition of a penalty). The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

6. **Miscellaneous.**

6.1 **Mutual Assistance.** The City and PPF will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

6.2 **Representations and Warranties.** The City represents and warrants to PPF that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. PPF represents and warrants to the City that it has the requisite authority to enter into this Agreement.

6.3 **Default.** If either the City or PPF should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, PPF shall have the right to pursue any remedy at law or in equity for the City's breach. If PPF remains in default after notice and opportunity to cure, the City's remedy shall initially be limited to suspension of the EIPs that accrue after the date of such default until such default is cured. After any such default is cured, the City shall promptly forward any such suspended payment to PPF. If PPF's default is not cured within sixty (60) days after PPF's receipt of a second notice of default from the City that clearly and conspicuously indicates the City's intention to terminate this Agreement, the City may terminate this Agreement by giving PPF written notice of such termination prior to the date PPF cures such default. Any EIPs owed by the City to PPF which is not timely paid by City (unless due to PPF's default) shall accrue interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty from the date such EIPs are due until paid. Any funds owed by PPF to the City which are not timely paid by PPF shall accrue interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty from the date such funds are due until paid. PPF's liability under this Agreement shall in no event exceed the EIPs actually paid to PPF, together with the interest that accrues thereon as provided herein.

6.4 **Attorney's Fees.** In the event any legal action or proceeding is commenced between the City and PPF to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

6.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and PPF.

6.6 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

6.7 **Assignment.** PPF may assign all or part of its rights and obligations to a third party with the express written consent of the City (which consent shall not be unreasonably withheld, conditioned, delayed or denied).

6.8 **Amendment.** This Agreement may be amended by the mutual written agreement of the parties.

6.9 **Termination.** In the event PPF elects not to proceed with the Project as contemplated by this Agreement, PPF shall notify the City in writing of such election, and this Agreement and the obligations on the part of both parties shall thereafter be deemed terminated and of no further force or effect. Notwithstanding the above, in the event the Project is not substantially completed and open for business by June 30, 2018 (subject to delays caused by an event of force majeure), the City may terminate this Agreement by giving PPF notice thereof and an opportunity to cure in accordance with **Sec. 6.3** prior to the date the Project is opened for business.

6.10 **Notice.** Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Round Rock
221 E. Main Street
Round Rock, TX.78664
Attn: City Manager
Phone: (512) 218-5400
Email: citymanager@roundrocktexas.gov

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets
Phone: (512) 255-8877
Email: steve@scrlaw.com

If to PPF: ProPortion Foods, LLC
4020 Compton Avenue
Los Angeles, California 90011
Attention: Todd Waldman; Brian Levy
Phone: (323) 231-7777
Email: todd@proportionfoods.com; brian@proportionfoods.com

Either party may designate a different address at any time upon written notice to the other party.

6.11 **Interpretation.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

6.12 **Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

6.13 **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.15 **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

6.16 **Force Majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "*event of force majeure*"). An *event of force majeure* for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any *event of force majeure*

6.17 **Exhibits.** The following **Exhibits A - D** are attached and incorporated by reference for all purposes:

<u>Exhibit A:</u>	City Resolution No. _____
<u>Exhibit B:</u>	City Resolution No. _____
<u>Exhibit C:</u>	PPF Property Description
<u>Exhibit D:</u>	Job Compliance Affidavit

6.18 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture

among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

EXECUTED to be effective as of the ____ day of _____, 2015 (the “*Effective Date*”).

(SIGNATURES ON FOLLOWING PAGES)

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By: _____
Alan McGraw, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

PROPORTION FOODS, LLC,
a California limited liability company

By: _____
Its: _____
Date: _____

EXHIBIT A

(The “Program Resolution”)

RESOLUTION NO. R-2015-_____

WHEREAS, ProPortion Foods, LLC, (herein referred to as “ PPF”) has expressed to the City of Round Rock (“City”) its desire to locate an office, food processing, storage and warehouse facility in the City which will provide jobs and additional tax base to the City, and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program (“Program”) to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit “A” will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now
Therefore

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

That the City offers to PPF a §380.001 Program in exchange for PPF locating an office, food processing, storage and warehouse facility in the City, and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit “A” attached hereto 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 _____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A (To Program Resolution)

ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, the City has adopted Resolution No. _____, attached as **Exhibit A** (“***Program Resolution***”), establishing an economic development program and Resolution No. _____, attached hereto as **Exhibit B** (the “***Authorizing Resolution***”), authorizing the Mayor to enter into this Agreement with ProPortion Foods, LLC (“***PPF***”) in recognition of the positive economic benefits to the City through PPF’s direct or indirect ownership or lease of the existing building and facility on a tract of land in the City more particularly described on the attached **Exhibit C** (“***Property***”) (the Program Resolution and the Authorizing Resolution being collectively referred to herein as the “***City Resolutions***”); and

WHEREAS, PPF agrees to occupy the building on the Property as an office, food processing, storage and warehouse space (the “***Project***”); and

The terms of the \$380,001 Economic Development Program to be offered to PPF in exchange for PPF's locating an office, food processing, storage and warehouse facility in the City of Round Rock are as generally outlined below:

1. To obtain such benefits, PPF (directly or through a wholly-owned subsidiary) shall:
 - 1.1. Own or lease the tract of land described as follows (collectively, the “Property”):
TRACT 1: Lot 1, LAKE CREEK CENTER SECTION TWO (REVISED), a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide 169 of the Plat Records of Williamson County, Texas. TRACT 2: Lots 2 and 3, LAKE CREEK CENTER-SECTION THREE, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet J, Slide 106 of the Plat Records of Williamson County, Texas.
 - 1.2. Occupy the building located thereon as an office, food processing, storage, and warehouse facility in the City (the “Facility”).
 - 1.3. Provide for at least \$13,000,000 in Facility improvements, equipment, and personal property to be expended in conjunction with the Project.
 - 1.4. Provide for a total of 400 FTE’s at the Facility, all of which shall be employed by PPF, its Affiliate or a Staffing Agency.
2. City’s obligations:
 - 2.1. City shall, subject to PPF’s satisfaction of its obligations set out above, make the Economic Incentive Payments to PPF based upon the ad valorem property taxes on the improvements and personal property as follows:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2017	50%
2018	50%
2019	50%
2020	50%
2021	50%
2022	50%
2023	50%

- 2.2 In addition, the City shall, subject to PPF's satisfaction of its obligations set out above, make the Additional Economic Incentive Payments to PPF as follows:

<u>Year</u>	<u>Amount of Annual EIP's</u>
2017	\$200,000
2018	\$100,000
2019	\$100,000

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

EXHIBIT B

(The “Authorizing Resolution”)

RESOLUTION NO. R_____

WHEREAS, ProPortion Foods, LLC shall be referred to herein as (“PPF”); and

WHEREAS, PPF plans to locate a distribution and warehouse facility in the City which will provide jobs and additional tax base (“Facility”); and

WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby PPF will expend significant sums to construct and operate the Facility in conformance with the City’s development approvals for the Facility, 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 Economic Development Program Agreement with PPF, 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

RESOLVED this ____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT C

(The “Property Description”)

TRACT 1: Lot 1, LAKE CREEK CENTER SECTION TWO (REVISED), a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide 169 of the Plat Records of Williamson County, Texas.

TRACT 2: Lots 2 and 3, LAKE CREEK CENTER-SECTION THREE, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet J, Slide 106 of the Plat Records of Williamson County, Texas.

EXHIBIT D

JOB COMPLIANCE AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ (NAME) _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OAT STATED AS FOLLOWS:

1. “MY NAME IS _____. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.

2. “I AM THE _____ (TITLE) _____ OF PROPORTION FOODS, LLC, AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.

3. “AS OF DECEMBER 31, 201__, PROPORTION FOODS, LLC HAD THE FOLLOWING JOB POSITIONS (WHICH INCLUDE PERSONS NOT EMPLOYED BY PROPORTION FOODS, LLC WHO WORK AT THE PROJECT (e.g., PERSONS EMPLOYED BY AFFILIATES AND STAFFING AGENCIES WORKING AT THE PROJECT)):

EMPLOYEE ID NO.	JOB POSITION OR TITLE
------------------------	------------------------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[illegible][illegible]

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS

4. ALL FULL TIME JOBS INCLUDED INDUSTRY STANDARD EMPLOYEE BENEFITS.

DATED THIS ____ DAY OF _____, 201__.

(PRINTED NAME)

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC, STATE OF TEXAS



City of Round Rock

Agenda Item Summary

Agenda Number: E.6

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to The Playwell Group, Inc. for the purchase of shade structures for Old Settlers Park at Palm Valley.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$477,329.09

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Quote

Department: Parks and Recreation Department

Text of Legislative File 2015-3091

This item will authorize the City to issue a purchase order to the PlayWell Group for purchase of shade structures for the Multipurpose Field Complex at Old Settlers Park. By purchasing the shade structures through the BuyBoard Contract rather than including this item in the competitive sealed proposal process, the City will save almost \$50,000 off of the total purchase price due to contractor markups and equipment price increases at the first of the year. These shade structures will be integrated in to the complex to provide spectator shade for a better experience while visiting the complex. Installation of the shade structures will be included in the general contractor's scope of work.

The Multipurpose Field Complex Project includes five (5) multipurpose fields, parking, sports lighting, restroom/concessions building, spectator amenities, playground, etc. The Soccer Complex Project will include renovation of the existing five (5) soccer fields to create two (2) multipurpose fields and three (3) individual soccer fields (1 full, 2 youth), replacement of the existing topsoil and sod, and ADA upgrades to the complex. The Multipurpose Field Complex will be completed first which will allow the City to move local leagues to the Multipurpose Complex while construction on the Soccer Complex occurs. This project is in line with numerous objectives within Strategic Plan Goals 1-High Value Services and Goal 4-Sports Capital for Tourism.

Cost: \$477,329.09

Source of Funds: 2014 GO Bonds

Staff recommends approval.

RESOLUTION NO. R-2015-3091

WHEREAS, the City of Round Rock (“City”) desires to purchase shade structures for Old Settlers Park, and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”), and

WHEREAS, The PlayWell Group, Inc. is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to The PlayWell Group, Inc., Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to The PlayWell Group, Inc. for shade structures for Old Settlers Park.

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 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Free Fax: (800)560-9150

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS.
Please email or fax all pages.

Sales Quote #: _____ Purchase Order #: _____

Signature: _____ Date: _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com

800-726-1816

800-560-9150 (fax)

QUOTATION

QUOTE #
2605

11/3/2015

BILL TO:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664

Phone: (512) 341-3355

SHIP TO:

City of Round Rock - Old Settlers Park
David Buzzell
3300 East Palm Valley Boulevard
Round Rock, TX 78665

Phone: (512) 341-3355

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	CARL	WILLIAMSON		12/3/2015
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD	BUYBOARD CONTRACT #423-13 EXPIRES 9/30/2016			0.00	0.00
MC30.5X83M-P3	ICON SHELTER SYSTEMS CANTILEVER MONOSLOPE CHAMPIONSHIP FIELD. INCLUDES 24 GA. PRE-CUT MULTI-RIB METAL ROOF, 2 SECTIONS WITH 10' EAVE HEIGHT AND ONE SECTION WITH 13' EAVE HEIGHT, ANCHORS BOLTS, TEMPLATES, STAMPED ENGINEERING, AND POWDER COATED FRAME.	2	100127.00	95,120.65	190,241.30
MC16X40M-P3	CANTILEVER MONOSLOPE INCLUDES 24 GA. PRE-CUT MULTI-RIB METAL ROOF. 10' EAVE HEIGHT, ANCHOR BOLTS, TEMPLATES, STAMPED ENGINEERING, AND POWDER COATED FRAME.	4	19434.00	18,462.30	73,849.20
MC16X50-P3	CANTILEVER MONOSLOPE INCLUDES 24 GA. PRE-CUT MULTI-RIB METAL ROOF. 10' EAVE HEIGHT, ANCHOR BOLTS, TEMPLATES, STAMPED ENGINEERING, AND POWDER COATED FRAME.	4	24889.00	23,644.55	94,578.20
SQ12M-P4	SQUARE SHELTER WITH LASER CUT "TICKETS" 24 GA. PRE-CUT MULTI-RIB METAL ROOF, ANCHOR BOLTS, STAMPED ENGINEERING, AND POWDER COATED FRAME.	1	6860.00	6,517.00	6,517.00
AR17X49.5K	ARBOR SHELTER INCLUDES PERFORATED SCREENS, ANCHOR BOLTS, TEMPLATES, STAMPED ENGINEERING, AND POWDER COATED FRAME.	1	59798.00	56,808.10	56,808.10



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com

800-726-1816

800-560-9150 (fax)

QUOTATION

QUOTE #
2605

11/3/2015

BILL TO:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664

Phone: (512) 341-3355

SHIP TO:

City of Round Rock - Old Settlers Park
David Buzzell
3300 East Palm Valley Boulevard
Round Rock, TX 78665

Phone: (512) 341-3355

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	CARL	WILLIAMSON		12/3/2015
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
AR12.5X50.5K	ARBOR SHELTER INCLUDES PERFORATED SCREENS, ANCHOR BOLTS, TEMPLATES, STAMPED ENGINEERING, AND POWDER COATED FRAME.	1	41839.00	39,747.05	39,747.05
SHIP	SHIPPING AND HANDLING SHIPPING TOGETHER	1		15,588.24	15,588.24
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:			SUBTOTAL \$477,329.09		
THE PLAYWELL GROUP, INC. 9430 SAN MATEO BLVD., NE, UNIT G ALBUQUERQUE, NM 87113			SALES TAX (0.0%) \$0.00		
Date _____ Signature _____			TOTAL \$477,329.09		



City of Round Rock

Agenda Item Summary

Agenda Number: E.7

Title: Consider a resolution authorizing the City Manager to execute a Purchase Order to Musco Lighting for Multi-Purpose Field Lighting at Old Settlers Park at Palm Valley.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$2,490,000.00

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Quote, LAF - Multi Purpose Field Lighting at OSP (00346238xA08F8).pdf

Department: Parks and Recreation Department

Text of Legislative File 2015-3096

This item will authorize the City to issue a purchase order to Musco Lighting for purchase of sports field lighting for the Multipurpose Field Complex and Soccer Complex at Old Settlers Park. By purchasing the sports lighting through the BuyBoard Contract rather than including this item in the competitive sealed proposal process, the City will save almost \$370,000 off of the total purchase price due to contractor/distributor markups and equipment price increases at the first of the year. Wiring and installation of the sports lighting will be included in the general contractor's scope of work. The total amount of the purchase order is \$2,490,000.00, with \$1,769,000 allocated for lighting at the Multipurpose Field Complex and \$721,000 allocated to the Soccer Complex.

The Multipurpose Field Complex Project includes five (5) multipurpose fields, parking, sports lighting, restroom/concessions building, spectator amenities, playground, etc. The Soccer Complex Project will include renovation of the existing five (5) soccer fields to create two (2) multipurpose fields and three (3) individual soccer fields (1 full, 2 youth), replacement of the existing topsoil and sod, and ADA upgrades to the complex. The Multipurpose Field Complex will be completed first which will allow the City to move local leagues to the Multipurpose Complex while construction on the Soccer Complex occurs. This project is in line with numerous objectives within Strategic Plan Goals 1-High Value Services and Goal 4-Sports Capital for Tourism.

Cost: \$2,490,000.00

Source of Funds: 2014 GO Bonds

Staff recommends approval.

RESOLUTION NO. R-2015-3096

WHEREAS, the City of Round Rock (“City”) desires to purchase sports field lighting for the Multipurpose Field Complex and Soccer Complex at Old Settlers Park, and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”), and

WHEREAS, Musco Lighting is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Musco Lighting, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Musco Lighting for the purchase of sports field lighting for the Multipurpose Field Complex and Soccer Complex at Old Settlers Park.

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 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**Old Settlers Park Multi Purpose Complex
Round Rock, Texas**

Date: 10/27/15

To: David Buzzell

Texas Buy Board

Master Project: 146396

Contract Number: 423-13

Expiration: 09/30/2016

Commodity: Parks/Rec & Field Lighting

Quotation Price

Musco's Light Structure Green™ lighting system as described below and delivered to the job site:

All Fields.....\$2,490,000.00

Sales tax, labor, and unloading of the equipment are not included as part of this quote.

***Pricing furnished is effective for 120 days unless otherwise noted and is considered confidential.
Divulging technical or pricing information to competitive vendors will result in removal from the bid list.***

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (37) Pre-cast concrete bases
- (37) Galvanized steel poles (8 of them to have base mounted GFCI Receptacles)
- (3) Valmont Anchor Bolt Poles
- Electrical component enclosures
- Pole length wire harness
- (812) Factory-aimed and assembled 1500 watt metal halide luminaires
- (19) Factory-aimed and assembled 400 watt security fixtures
- (18) Blank cover plates for mounting WiFi attachments
- Controls & Monitoring for three separate electrical services

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level per the following for 25 years:
 - Fields 1 and 2
 - 50 footcandles
 - Fields 3-15
 - 30 footcandles
- 1 group re-lamp for all the fields at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption with an average of 1299.7 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for 480 Volt 3 phase

Payment Terms to be determined between Musco Credit department and purchasing entity

Fax or e-mail a copy of your Purchase Order to:

BuyBoard Cooperative Purchasing

Fax: 800-211-5454

E-mail: info@buyboard.com

Musco Sports Lighting, LLC

Fax: 800-374-6402

musco.contracts@musco.com

All purchase orders and/or Musco PA's should note the following:

BuyBoard Purchase

Master Project: 146396

Contract Number: 423-13

The contract balance is due upon terms approved by Musco's Credit department.

Late payment will be subject to service charges of 1 ½ % per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Musco's Constant Light Technology provided through a series of timed powered adjustments.
- All fixtures include internal louvers and external visors to reduce spill light and glare.
- Ballasts are remoted to enclosure on pole 10' above grade to reduce pole top weight and for ease of service.
- Warranty assumes that fields will be used 400 hours per year or less.
- Control system will be integrated to City of Round Rock existing Musco Control Link portal.
- Shipment of entire project together to one location
- Field sizes of:
 - Fields 1-10 – (420'x 330' - per individual field)
 - Fields 11-13 – (820'x 394' - Includes all three fields together)
 - Fields 14-15 – (550'x 392' – Includes both fields together)
- 480 Volt, 3 Phase electrical system requirement
- Structural code and wind speed = 2012 IBC, 115 MPH Exposure C.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Brant Troutman

Musco Sales Representative

Musco Sports Lighting, LLC

Phone: 866-786-1841

Cell: 512-914-9500

E-mail: brant.troutman@musco.com



City of Round Rock

Agenda Item Summary

Agenda Number: E.8

Title: Consider a resolution authorizing the Mayor to execute a construction contract with Joeris General Contractors, Ltd for the Old Settlers Park at Palm Valley Multipurpose Field Complex and Soccer Complex Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Rick Atkins, Director

Cost: \$23,000,000.00

Indexes: 2014 General Obligation Bonds; General Self-Financed Construction; Tourism Development Fund

Attachments: Resolution, Bid Tab, Scoring, Letter of Recommendation

Department: Parks and Recreation Department

Text of Legislative File 2015-3097

This item will authorize the City to enter into a construction contract with Joeris General Contractors. The City received three (3) competitive sealed proposals for the project with Joeris scoring the highest based on the proposal evaluation criteria. Joeris is a large construction company that has constructed numerous sports facility projects, large scale school/university and stadium projects. All of the past project managers/owners we called had positive feedback regarding Joeris. The project has a fairly aggressive schedule; opening the Multipurpose Complex in Spring 2017; and Joeris has acknowledged that they can meet this schedule.

The Multipurpose Field Complex Project includes five (5) multipurpose fields, parking, sports lighting, restroom/concessions building, spectator amenities, playground, etc. The Soccer Complex Project will include renovation of the existing five (5) soccer fields to create two (2) multipurpose fields and three (3) individual soccer fields (1 full, 2 youth), replacement of the existing topsoil and sod, and ADA upgrades to the complex. The Multipurpose Field Complex will be completed first which will allow the City to move local leagues to the Multipurpose Complex while construction on the Soccer Complex occurs. This project is in line with numerous objectives within Strategic Plan Goals 1-High Value Services and Goal 4-Sports Capital for Tourism.

Cost: \$23,000,000

Source of Funds: 2014 GO Bonds, General Self Financed Construction, Tourism Fund

Staff recommends approval.

RESOLUTION NO. R-2015-3097

WHEREAS, the City of Round Rock has duly advertised for bids for the OSP Multipurpose Field Complex and Soccer Complex Improvements Project; and

WHEREAS, Joeris General Contractors, Ltd. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Joeris General Contractors, Ltd.,

Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Joeris General Contractors, Ltd. for the OSP Multipurpose Field Complex and Soccer Complex Improvements Project.

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

RESOLVED this 3rd day of December, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

City of Round Rock

OSP Multipurpose Field Complex and Socccer Complex Improvements Project



BID TABULATION

Bid Opening 2:00 pm - November 10, 2015

Bidder		Bid Bond	Add #1	Add #2	Add #3	Add #4	BASE BID	ADD ALT. NO. 1	ADD ALT. NO. 2	ADD ALT. NO. 3	ADD ALT. NO. 4
1	Joeris General Contractors	X	X	X	X	X	\$ 22,999,000.00	\$ 201,000.00	\$ 123,000.00	\$ 66,000.00	\$ 94,000.00
2	Chasco Constructors	X	X	X	X	X	\$ 25,188,000.00	\$ 199,000.00	\$ 141,000.00	\$ 84,000.00	\$ 167,000.00
3	Journeyman Construction	X	X	X	X	X	\$ 23,900,000.00	\$ 236,950.00	\$ 158,403.00	\$ 69,427.00	\$ 113,413.00

Competitive Sealed Proposal Ranking for: OSP Multipurpose Field Complex and Soccer Imp. Proj.

Selection Committee: RA, DB, KB, TW, EI, SRA

Date: 11/12/2015



Schrickel, Rollins and Associates, Inc.
Landscape Architecture • Civil Engineering • Planning

Victor W. Baxter, RLA
Joseph E. Bradley, PE
J. Spencer Freeman, RLA
Delbert W. Hirst, RLA
Sanford P. LaHue, Jr., PE
Henry L. Parker, RLA
Jeff S. Puskos, Jr., PE
Christian Schnitger, PE
Larry Stone, PE
Janna L. Tidwell, RLA
James R. Williams, RLA
Clint T. Wofford, RLA

Kent E. Besley, ASLA *of counsel*
Albert W. Rollins, PE *of counsel*
Gene Schrickel (1927-2005)

November 16, 2015

David Buzzell, PLA, ASLA, Assistant Director
City of Round Rock
Parks and Recreation Department
301 W. Bagdad Avenue
Round Rock, Texas 78664

Re: Landscape Architect Letter of Recommendation for Award
Project Name: OSP Multipurpose Field Complex and Soccer Complex Improvements Project
Project Address: 3300 East Palm Valley Blvd.

Dear Mr. Buzzell:

On this day November 10, 2015, construction proposals were received for the above referenced project. A total of three (3) proposals were received, with Joeris General Contractors, Ltd. of Austin, Texas, submitting the proposal which scored highest based on the evaluation criteria outlined in the project specification manual.

Joeris General Contractors, Ltd. has multiple sports facility projects of similar sized along with multiple large scale ISD and University projects throughout Central Texas area. Based upon past performance, our evaluation of their references, and proposed team experience, we recommend the award of the above referenced project to Joeris General Contractors, Ltd., but will defer to the City for final judgement.

Please feel free to contact me should you have any questions, comments, or require additional information. You may reach me via email at sfreeman@sradesign.com or by phone at (817) 649-3216.

Respectfully submitted,

SCHRICKEL, ROLLINS AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'J. Spencer Freeman'.

Spencer Freeman, RLA, ASLA
Associate

SF/sw



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider public testimony regarding, and an ordinance rezoning tracts of land totaling 0.20 acres located at the southeast corner of Pecan Avenue and Circle Avenue from SF-2 (Single Family - Standard Lot) zoning district to the MU-L (Mixed Use Limited) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Map

Department: Planning and Development Services Department

Text of Legislative File 2015-3087

The subject property is surrounded on the east and southeast by MU-L zoning, and the property across the street to the north is zoned MU-2 (Mixed Use Downtown Medium Density), which allows larger buildings and greater density than MU-L. This proposal is consistent with the General Plan, which designates this area as Downtown Mixed Use.

The MU-L district is the least intense of the downtown mixed-use zoning districts. Permitted uses include single family, office, bed and breakfast, and very limited retail sales and services, such as boutique shops and a bakery. Its regulations are tailored for conversions of homes into non-residential uses rather than for new construction, but any new construction must be residential in nature. Setbacks, height restrictions, and architectural requirements mirror a single family zoning district rather than a commercial district. Strict restrictions are put on non-residential uses to prevent adverse impacts to surrounding properties and the neighborhood. As a compatibility measure, new non-residential uses are required to install a masonry fence along property lines that are shared with existing single family uses unless the owner of the single family property objects to it, or if there are other site conditions which render the fence of minimal benefit.

Staff has seen increased interest in local business owners seeking to relocate their offices to this area of downtown, drawn in by the proximity to the downtown core. Recent redevelopment in the MU-L district has been strictly for offices; there are no retail or bed and breakfast establishments. If the rezoning is approved, the current owner will not be

forced to change anything. Should they choose to sell the property, the new owner will also not be required to change anything if the use remains single-family residential. A change to office will require site and building modifications as facilitated through the site development and building permit review processes.

This property was left out of the original downtown rezoning initiative in 2013 due to not having frontage on East Main Street, North or South Georgetown Street, or East Liberty Avenue west of Georgetown Street. The properties abutting those roadways were considered the most appropriate for a rezoning due to their relatively high traffic counts. However, staff supports this rezoning proposal given the contiguity with existing MU-L zoning and the increased interest in this particular portion of downtown. A property surrounded on all sides by SF-2 zoning and without frontage on a busy street would not receive the same support.

The Planning and Zoning Commission unanimously recommended approval at its meeting on November 4, 2015.

Staff recommends approval

ORDINANCE NO. O-2015-3087

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE TRACTS OF LAND TOTALING 0.20 ACRES DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM DISTRICT SF-2 (SINGLE-FAMILY – STANDARD LOT) TO DISTRICT MU-L (MIXED-USE LIMITED); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone tracts of land totaling 0.20 acres described in Exhibit "A" attached hereto, from District SF-2 (Single-Family – Standard Lot) to District MU-L (Mixed-Use Limited), and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 4th day of November 2015, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the property described in Exhibit "A" be zoned District MU-L (Mixed-Use Limited), and

WHEREAS, on the 3rd day of December, 2015, after proper notification, the City Council held a public hearing on the requested amendment, and

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 46-92 and Section 46-105, Code of Ordinances (2010 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for uses that are and would be permitted by District MU-L (Mixed-Use Limited); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District MU-L (Mixed-Used Limited).

II.

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended so that the

zoning classification of the property described in Exhibit "A" is hereafter designated as District MU-L (Mixed-Use Limited).

III.

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

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

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

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2015.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2015.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Precise Land Surveying, Inc.

4625 Eastover Drive
Mesquite, Texas 75149
(972) 681-7072 Fax (972) 279-1508

Exhibit "A"

Being a lot, tract or parcel of land situated in the Wiley Harris 1/3 league Survey, Abstract No. 298, City of Round Rock, Williamson County, Texas, being a portion of Lot 43, Block 3, of Starkfield Addition, recorded in Cabinet A, Slide 203, Plat Records of Williamson County, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod at the common west corner of said Lot 43 and that certain tract of land described in deed to Joe Adams and Lisa Adams, as recorded in Instrument No. 2007001465, Deed Records of Williamson County, said iron rod being on the east line of Circle Avenue (called 60 foot right-of-way);

THENCE North 13° 28' 25" East, a distance of 33.41 feet along said east line to a set 1/2-inch iron rod at the northwest corner of said Lot 43, said iron rod being the intersection of said east line and the south line of Pecan Avenue (called 40 foot right-of-way);

THENCE South 89° 15' 00" East, a distance of 149.28 feet along said south line to a set 1/2-inch iron rod;

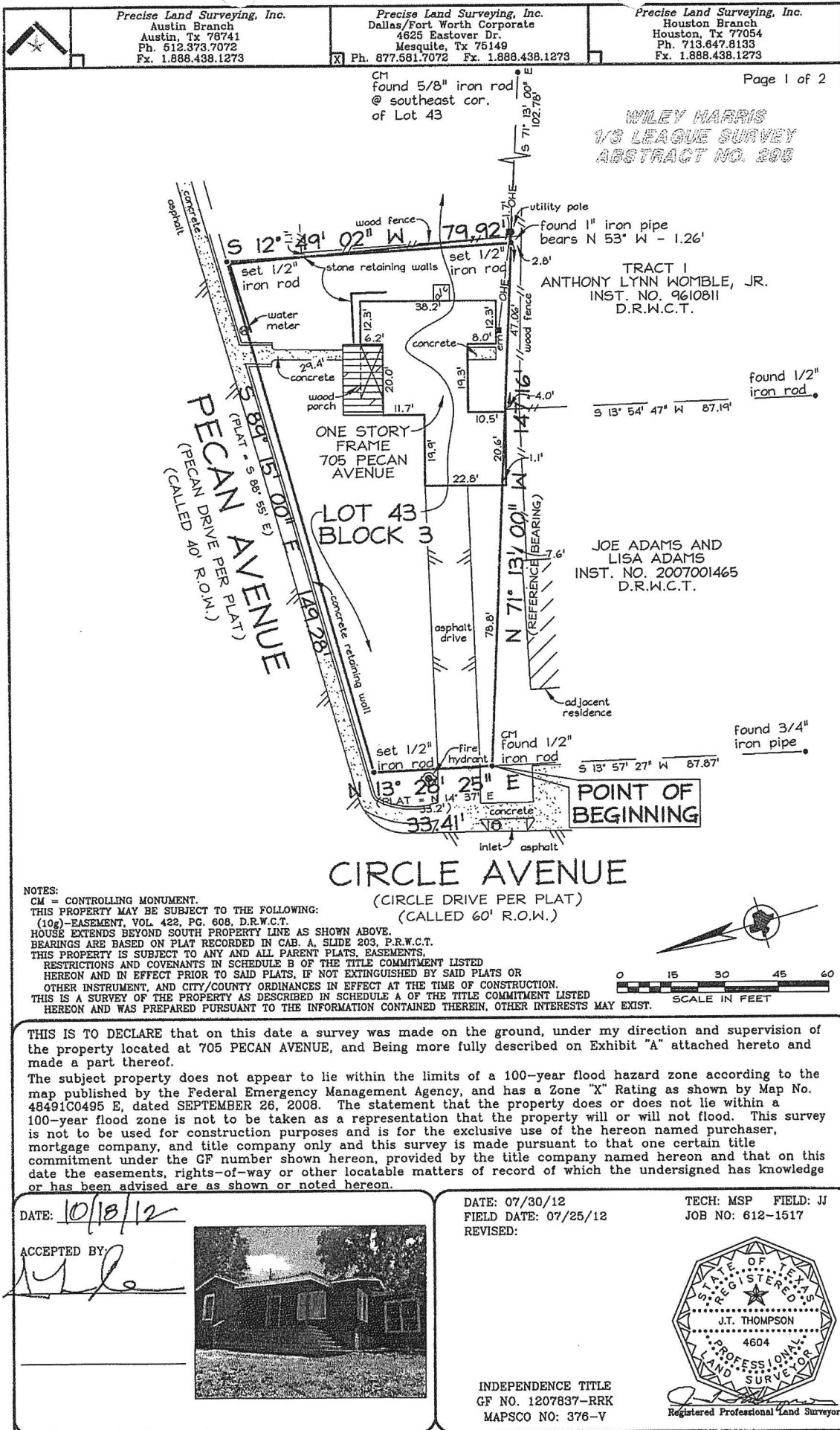
THENCE South 12° 49' 02" West, departing said south line, a distance of 79.92 feet to a set 1/2-inch iron rod, from which a found 1-inch iron pipe bears North 53° West, a distance of 1.26 feet, said iron rod being on the common line of aforesaid Lot 43 and that certain tract of land described in deed as Tract 1 to Anthony Lynn Womble, Jr., as recorded in Instrument No. 9610811, aforesaid Deed Records;

THENCE North 71° 13' 00" West (basis of bearing from aforesaid plat A/203) along said common line, passing the common north corner of said Tract 1 and aforesaid Adams tract at a distance of 47.06 feet and continuing along the common line of said Lot 43 and said Adams tract a total distance of 147.16 feet to the POINT OF BEGINNING and containing 8,281 square feet or 0.19 of one acre of land.

This is to declare that on this date a survey was made on the ground, under my direction and supervision, of the above and foregoing description.



Registered Professional Land Surveyor No. 4604
July 30, 2012
612-1517





Landesign Services, Inc.

1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT " **B** "

METES AND BOUNDS DESCRIPTION

BEING 136 SQUARE FEET OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE WILEY HARRIS SURVEY, ABSTRACT NO. 298 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 0.30 ACRE TRACT DESCRIBED IN DEED TO ANTHONY LYNN WOMBLE, JR RECORDED IN DOCUMENT NUMBER 2014089287 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found at the southwest corner of said 0.30 acres and the southeast corner of a called 0.20 acre tract of land described in deed to Joe Adams and Lisa Adams recorded in Document No. 2007001465 of the O.P.R.W.C.T., from which a 3/4" iron pipe found at the southwest corner of said 0.20 acres bears North 73°53'25" West a distance of 100.47 feet (record – North 71°19'53" West, 100.31 feet);

THENCE North 11°24'52" East with the west line of the 0.30 acres and the east line of the 0.20 acres a distance of 83.39 feet to a PK nail set in concrete at the base of a post for the POINT OF BEGINNING.

THENCE North 11°24'52" East with the west line of the 0.30 acres and the east line of the 0.20 acres a distance of 3.86 feet to a calculated point at the northwest corner of the 0.30 acres, the northeast corner of the 0.20 acres and in the south line of a called 0.19 acre tract described in deed to Irene Nicole Adair recorded in Document No. 2012087456 of the O.P.R.W.C.T. and also being the south line of Lot 43, Block 3 of the Starkfield Addition, a subdivision recorded in Cabinet A, Slide 203 of the Plat Records of Williamson County, Texas, from which a 1/2" iron rod found at the northwest corner of the 0.20 acres and the southwest corner of the 0.19 acres and Lot 43, Block A bears North 73°34'09" West a distance of 100.08 feet (record – North 71°00' West, 100.10 feet);

THENCE South 73°34'09" East with the north line of the 0.30 acres and the south line of the 0.19 acres and Lot 43, Block 3 a distance of 47.11 feet to a 1/2" iron rod with a "Precise Surveying" cap found at the southeast corner of the 0.19 acres and the southwest corner of a called 0.225 acre tract of land described in deed to John H. Person recorded in Volume 2555, Page 19 of the Official Records of Williamson County, Texas, from which a 1/2" iron rod with a "Precise Surveying" cap found at the northeast corner of the 0.19 acres and the northwest corner of the 0.225 acres bears North 10°22'21" East a distance of 80.01 feet (record – North 12°49'02" East, 79.92 feet);

THENCE crossing through the 0.30 acres the following two (2) calls;

1. South 10°22'21" West a distance of 1.95 feet to a 1/2" iron rebar with plastic cap stamped "Landesign" set;
2. North 75°53'31" West a distance of 47.01 feet to the POINT OF BEGINNING.

This parcel contains 136 square feet of land out of the Wiley Harris Survey, Abstract No. 298 in Williamson County, Texas. Description prepared from an on-the-ground survey made during July, 2015. All bearings are based on the Texas State Plane Grid, Central Zone.

David R. Hartman

7/24/15

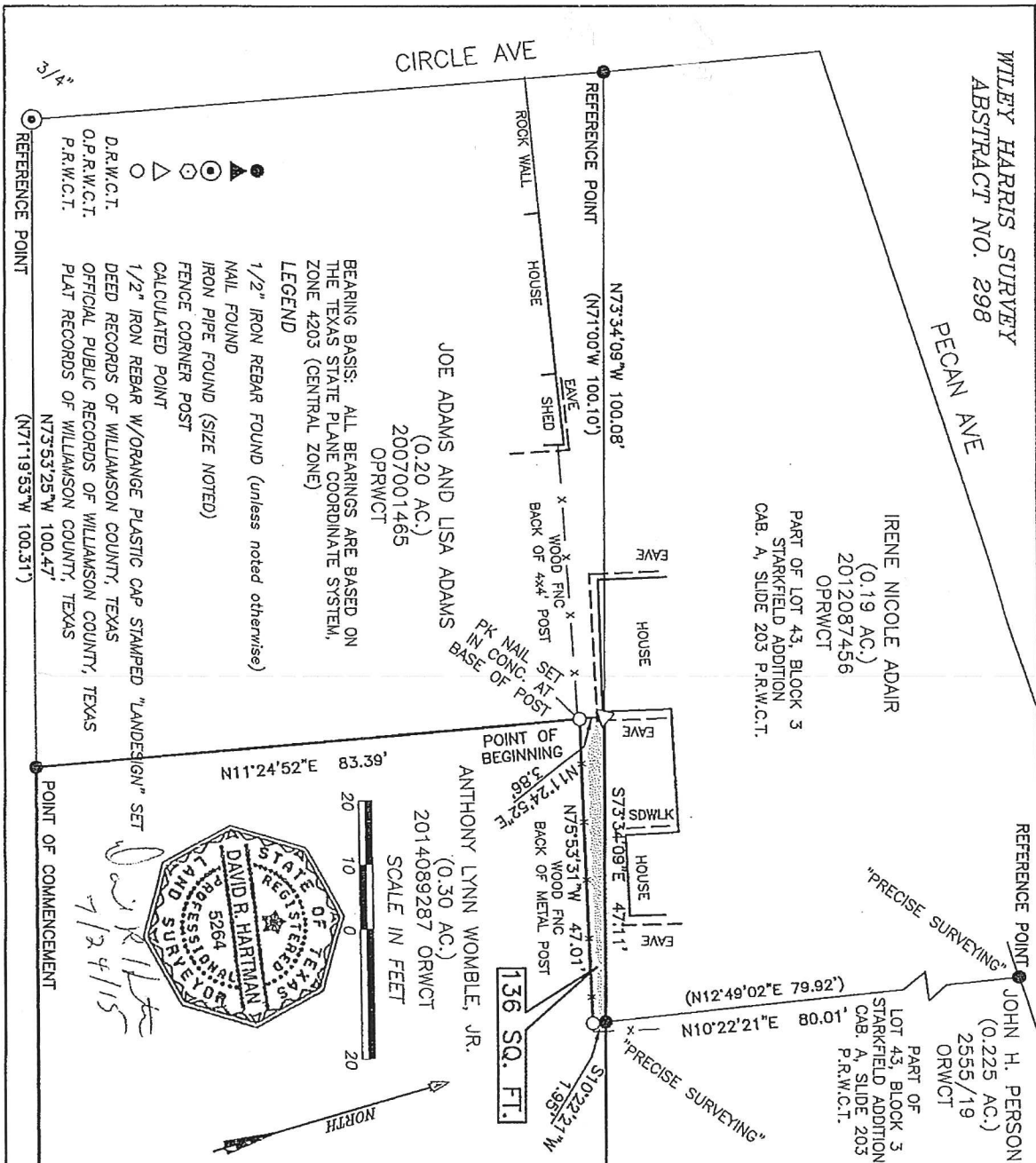
David R. Hartman
Registered Professional Land Surveyor
State of Texas No. 5264

Date



Job Number: 372-15-1

Attachments: Survey Drawing L:\L:705 PECAN\DWGS\37202002.dwg



JOB NUMBER: 372-15-1	DATE: 07/24/2015
PROJECT NAME: 705 PECAN	
DRAWING NAME: 37201001.DWG	
DRAWING FILE PATH: L:\705 PECAN\DWG\37201002.DWG	
FIELDNOTE FILE PATH: L:\705 PECAN\MB\37101002.DOC	
RPLS: DRH	TECH: JA
PARTY CHIEF: PC	CHK BY: JB
SHEET 3 of 3 FIELDBOOKS: 250/28	
SCALE: 1" = 20'	



LANDESIGN
SERVICES, INC.

INC.
512-238-7901
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800



Landesign Services, Inc.

1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT " C "

METES AND BOUNDS DESCRIPTION

BEING 142 SQUARE FEET OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE WILEY HARRIS SURVEY, ABSTRACT NO. 298 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 0.20 ACRE TRACT DESCRIBED IN DEED TO JOE ADAMS AND LISA ADAMS RECORDED IN DOCUMENT NUMBER 2007001465 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the existing east right-of-way line of Circle Avenue (60' right-of-way width) by plat of Starkfield Addition recorded in Cabinet A, Slide 203 of the Plat Records of Williamson County, Texas at the northwest corner of said 0.20 acres and the southwest corner of a called 0.19 acre tract of land described in deed to Irene Nicole Adair recorded in Document No. 2012087456 of the O.P.R.W.C.T. and also being the southwest corner of Lot 43, Block 3 of said Starkfield Addition, from which a 3/4" iron pipe found at the southwest corner of the 0.20 acres bears South 11°41'35" West a distance of 87.77 feet (record – South 14°10'27" West, 87.87 feet) and a 1/2" iron rod with a "Precise Surveying" cap found at the northwest corner of the 0.19 acres and Lot 43, Block 3 bears North 11°07'08" East a distance of 33.42 feet (record – North 13°28'25" East, 33.41 feet);

THENCE South 73°34'09" East with the north line of the 0.20 acres and the south line of the 0.19 acres and Lot 43, Block 3 a distance of 71.50 feet to a 1/2" iron rebar with plastic cap stamped "Landesign" set for the **POINT OF BEGINNING**.

THENCE **South 73°34'09" East** with the north line of the 0.20 acres and the south line of the 0.19 acres and Lot 43, Block 3 a distance of **28.58 feet** to a calculated point at the northeast corner of the 0.20 acres and the northwest corner of a called 0.30 acre tract described in deed to Anthony Lynn Womble, Jr. recorded in Document No. 2014089287 of the O.P.R.W.C.T., from which a 1/2" iron rod with "Precise Surveying" cap found at the southeast corner of the 0.19 acres bears South 73°34'09" East a distance of 47.11 feet;

THENCE South 11°24'52" East with the east line of the 0.20 acres and the west line of said 0.30 acres a distance of 3.86 feet to a PK nail set in concrete at the base of a fence post, from which a 1/2" iron rod found at the southeast corner of the 0.20 acres and the southwest corner of the 0.30 acres bears South 11°24'52" West a distance of 83.39 feet;

THENCE crossing through the 0.20 acres the following two (2) calls;

1. North 77°50'13" West a distance of 29.00 feet to a 1/2" iron rebar with plastic cap stamped "Landesign" set;
2. North 16°25'51" East a distance of 6.00 feet to the POINT OF BEGINNING.

This parcel contains 142 square feet of land out of the Wiley Harris Survey, Abstract No. 298 in Williamson County, Texas. Description prepared from an on-the-ground survey made during July, 2015. All bearings are based on the Texas State Plane Grid, Central Zone.

David R. Hartman

7/24/15
Date

David R. Hartman
Registered Professional Land Surveyor
State of Texas No. 5264



Job Number: 372-15-1

Attachments: Survey Drawing L:\1705 PECAN\DWGS\37202001.dwg

WILEY HARRIS SURVEY ABSTRACT NO. 298

PECAN AVE

IRENE NICOLE ADAIR
(0.19 AC.)
2012087456
OPRWCT

PART OF LOT 43, BLOCK 3
STARKFIELD ADDITION
CAB. A, SLIDE 203 P.R.W.C.T.

JOHN H. PERSON
(0.225 AC.)
2555/19
ORWCT
PART OF
LOT 43, BLOCK 3
STARKFIELD ADDITION
CAB. A, SLIDE 203
P.R.W.C.T.

CIRCLE AVE

S11°41'35"W 87.77'
(S14°10'27"W 87.87')

D.R.W.C.T.
O.P.R.W.C.T.
P.R.W.C.T.

REFERENCE POINT

REFERENCE POINT

JOE ADAMS AND LISA ADAMS
(0.20 AC.)
2007001465
OPRWCT

BEARING BASIS: ALL BEARINGS ARE BASED ON
THE TEXAS STATE PLANE COORDINATE SYSTEM,
ZONE 4203 (CENTRAL ZONE)

LEGEND

1/2" IRON REBAR FOUND (unless noted otherwise)
NAIL FOUND
IRON PIPE FOUND (SIZE NOTED)
FENCE CORNER POST
CALCULATED POINT
1/2" IRON REBAR W/ORANGE PLASTIC CAP STAMPED "LANDESIGN" SET
DEED RECORDS OF WILLAMSON COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
PLAT RECORDS OF WILLAMSON COUNTY, TEXAS

SCALE IN FEET
20 10 0 10 20



David R. Hartman
7/24/15

ANTHONY LYNN WOMBLE, JR.
(0.30 AC.)
2014089287
ORWCT

JOB NUMBER: 372-15-1

DATE: 07/24/2015

PROJECT NAME: 705 PECAN

DRAWING NAME: 37201001.DWG

DRAWING FILE PATH:

L:\705 PECAN\DWG\37201001.DWG

FIELDNOTE FILE PATH:

L:\705 PECAN\MB\37101001.DOC

RPLS: DRH

TECH: JA

PARTYCHIEF: PC

CHK BY: JB

SHEET 3 of 3

FIELDBOOKS: 250/28

SCALE: 1" = 20'



LANDESIGN
SERVICES, INC.

512-238-7001
1220 MONTELL ROAD
SUITE 200
ROUND ROCK, TEXAS 78081
FIRM REGISTRATION NO. 10001800



**Subject Tract
0.20 ac.**

Pecan Ave

Circle Ave

N Georgetown St



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance adopting Amendment No. 1 to the 2014-2015 Operating Budget. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2015-3094

In September 2014, Council adopted the 2014-2015 Operating Budget. This ordinance is to amend the budget for items not known at time of adoption.

Amendment No. 1 is to appropriate funds for a transfer from Hotel Occupancy Tax Fund to the General Self Finance Construction Fund for the reimbursement of expenditures for the purchase of the land and building for the Sports Center, construction of the Building B and the parking lot.

This reimbursement and use of HOT fund balance was planned and included in the budget schedules presented with the 2015-16 budget documents.

Staff Recommends Approval

ORDINANCE NO. O-2015-3094

**AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR
FISCAL YEAR 2014-2015.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2014-2015 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

The City Clerk is directed to file a certified copy of this ordinance along with a true copy of the attached revised budget with the County Clerk of Williamson County, Texas.

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 _____,
2015.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2015.

ATTEST:

ALAN MCGRAW, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT**"A"****Exhibit A - 2014-2015 Budget Amendment
Hotel Occupancy Tax Fund****Hotel Occupancy Tax Fund***Source of Funds:*

Fund Balance	\$ (3,134,303)
--------------	----------------

Expenditure:

Transfer to General Self Finance Construction Fund	<u>3,134,303</u>
--	------------------

<u>\$ -</u>

General Self Finance Construction Fund*Source of Funds:*

Transfer from Hotel Occupancy Tax Fund	\$ (3,134,303)
--	----------------

Expenditures:

1/2 of Land and Building Purchase for Sports Center	1,684,303
---	-----------

Sports Center Building B & Parking Lot Improvements	1,450,000
---	-----------

<u>\$ -</u>



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider one appointment to the Williamson County and Cities Health District Board of Directors.

Type: Appointment

Governing Body: City Council

Agenda Date: 12/3/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2015-3109

Selicia Sanchez is the current appointee from Round Rock to the Williamson County and Cities Health District board of directors. Her term expires December 2015. This action simply reappoints her to the position for another 3 year term. Staff recommends approval.