



City of Round Rock

City Council - Packet Briefing

Meeting Agenda - Final

Craig Morgan, Mayor
Will Peckham, Mayor Pro-Tem, Place 4
Tammy Young, Place 1
Rene Flores, Place 2
Frank Leffingwell, Place 3
Writ Baese, Place 5
Hilda Montgomery, Place 6

Tuesday, March 6, 2018

7:30 AM

City Council Chambers, 221 East Main St.

Work Session

- A. CALL WORK SESSION TO ORDER - 7:30 A.M.
- B. ROLL CALL
- C. STAFF BRIEFING
 - C.1 Consider staff briefings and Councilmember discussion and/or questions regarding items on the agenda for the March 8, 2018 City Council meeting.
- D. ADJOURNMENT

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 2nd day of March 2018 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

*/ORIGINAL SIGNED/
Meagan Spinks, Deputy City Clerk*



City of Round Rock

City Council

Meeting Agenda - Final

Craig Morgan, Mayor
Will Peckham, Mayor Pro-Tem, Place 4
Tammy Young, Place 1
Rene Flores, Place 2
Frank Leffingwell, Place 3
Writ Baese, Place 5
Hilda Montgomery, Place 6

Thursday, March 8, 2018

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL REGULAR SESSION TO ORDER – 6:00 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. APPROVAL OF MINUTES:

- E.1 [Consider approval of the minutes for the February 5, 2018, February 6, 2018 and February 20, 2018 Special Called and February 22, 2018 Regular City Council meetings.](#)

F. RESOLUTIONS:

- F.1 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County for the establishment of Mobile Outreach Team service and personnel housing at Round Rock fire stations.](#)
- F.2 [Consider a resolution authorizing the City Manager to issue a purchase order with Professional Turf Products, L.P. for turf equipment for the Forest Creek Golf Club Renovation Project.](#)
- F.3 [Consider a resolution authorizing the Mayor to execute a Joint Election Agreement and Contract for Election Services with Williamson County and Williamson County participating entities for the May 5, 2018 General Election.](#)

- F.4 [Consider a resolution authorizing the Mayor to execute an Alternative Wastewater Service Billing Agreement with Round Rock Independent School District.](#)
- F.5 [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Round Rock Independent School District for the purchase of two parcels of land totaling 0.231 acres and a 0.320 Public Utility Easement necessary for the RM 620 Right of Way Project \(Parcel 5, Parts 1 & 2 and Parcel 5PUE\).](#)
- F.6 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Transmap Corporation for traffic sign data collection services.](#)
- F.7 [Consider a resolution establishing a Chapter 380 Economic Development Program for RRTX Lake Creek Hotel, LP.](#)
- F.8 [Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with RRTX Lake Creek Hotel, LP.](#)
- F.9 [Consider a resolution establishing a Chapter 380 Economic Development Program for Rosco Laboratories, Inc.](#)
- F.10 [Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Rosco Laboratories, Inc.](#)

G. ORDINANCES:

- G.1 [Consider public testimony regarding, and an ordinance rezoning approximately 8.54 acres from SF-2 \(Single family - standard lot\) to C-1a \(General commercial - limited\), located northeast of the intersection of Palm Valley Blvd. and N. A.W. Grimes Blvd.. \(First Reading\)*](#)

H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

I. EXECUTIVE SESSION:

- I.1 [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to M4 Greenlawn, LLC related to a new business that would bring economic development to the City.](#)

J. 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

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/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the February 5, 2018, February 6, 2018 and February 20, 2018 Special Called and February 22, 2018 Regular City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 020518 Draft Special Called Minutes, 020618 Draft Special Called Minutes, 022018 Draft Special Called Minutes, 022218 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2018-5243

City of Round Rock

Draft Meeting Minutes

City Council

Special Called Meeting – Semi Annual Retreat

Monday, February 5, 2018

CALL SESSION TO ORDER

The Round Rock City Council met in special session on February 5, 2018 at the Round Rock Multipurpose Complex, located at 2001 N. Kenney Fort Blvd, Round Rock. Mayor Morgan called the meeting to order at 1:04 p.m.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Will Peckham
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Frank Leffingwell
Councilmember Writ Baese
Councilmember Hilda Montgomery

Absent: None

PRESENTATIONS:

D.1 Consider discussion regarding the City of Round Rock strategic plan, goal setting, and items related to fiscal year 2018-19.

Facilitator, Lyle Sumek, led the discussion and began by reviewing the successes of the previous year by each department. The Council and facilitator then discussed short term and long term goals for the next year and what their priorities are for the next year's strategic plan.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 5:00 p.m.

Respectfully Submitted,

Sara L. White, City Clerk

City of Round Rock

Draft Meeting Minutes

City Council

Special Called Meeting – Semi Annual Retreat

Tuesday, February 6, 2018

CALL SESSION TO ORDER

The Round Rock City Council met in special session on February 6, 2018 at the Round Rock Multipurpose Complex, located at 2001 N. Kenney Fort Blvd, Round Rock. Mayor Morgan called the meeting to order at 8:03 a.m.

ROLL CALL

Present: 6 - Mayor Craig Morgan
Mayor Pro-Tem Will Peckham
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Writ Baese
Councilmember Hilda Montgomery

Absent: 1 - Councilmember Frank Leffingwell

PRESENTATIONS:

D.1 Consider discussion regarding the City of Round Rock strategic plan, goal setting, and items related to fiscal year 2018-19.

The City Council and facilitator continued with goal setting and priorities for the next year that were started the previous meeting day. The facilitator will take the data provided and come back on February 20th for a follow-up and further prioritization.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 2:36 p.m.

Respectfully Submitted,

Sara L. White, City Clerk

City of Round Rock

Draft Meeting Minutes

City Council

Special Called Meeting – Semi Annual Retreat

Tuesday, February 20, 2018

CALL SESSION TO ORDER

The Round Rock City Council met in special session on February 20, 2018 at the Round Rock Multipurpose Complex, located at 2001 N. Kenney Fort Blvd, Round Rock. Mayor Morgan called the meeting to order at 1:00 p.m.

ROLL CALL

Present: 6 - Mayor Craig Morgan
Mayor Pro-Tem Will Peckham
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Writ Baese
Councilmember Hilda Montgomery

Absent: 1 - Councilmember Frank Leffingwell

PRESENTATIONS:

D.1 Consider discussion regarding the City of Round Rock strategic plan, goal setting, and items related to fiscal year 2018-19.

The facilitator, Lyle Sumek, reviewed with the Council short-term and long-term goals they set at the previous two-day retreat and had them further prioritize items and identify items for management. The results of the prioritization will be put into the final strategic plan. He also discussed with the City Council governance and role of city management versus the City Council as it relates to the Council-Manager form of government.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 5:23 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, February 22, 2018

CALL REGULAR SESSION TO ORDER – 6:00 P.M.

The Round Rock City Council met in regular session on February 22, 2018 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:04 pm.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Frank Leffingwell
Mayor Pro-Tem Will Peckham
Councilmember Writ Baese
Councilmember Hilda Montgomery

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor Morgan led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

Dale Ricklefs, spoke to the City Council regarding their support of arts and the Imagine event over the last ten years.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

(The Mayor went out of regular order and considered item E2 before item E1. He then returned to regular order.)

E.2 [2018-5228](#) Consider a special presentation to Gracie Garbade in recognition of her service to the community.

E.1 [2018-5212](#) Consider proclaiming 2018 as "The Year of El Amistad."

APPROVAL OF MINUTES:

- F.1** [2018-5211](#) Consider approval of the minutes for the February 8, 2018 City Council meeting.

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Flores, that the minutes be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Leffingwell
 Mayor Pro-Tem Peckham
 Councilmember Baese
 Councilmember Montgomery

Nay: 0

Absent: 0

RESOLUTIONS:

- G.1** [2018-5203](#) Consider a resolution accepting the City's Comprehensive Annual Financial Report for fiscal year October 1, 2016 to September 30, 2017.

Susan Morgan, CFO; Lori Lankford, Deputy CFO; and Lupe Garcia with Whitley Pen, made the staff presentation.

A motion was made by Councilmember Baese, seconded by Councilmember Leffingwell, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Leffingwell
 Mayor Pro-Tem Peckham
 Councilmember Baese
 Councilmember Montgomery

Nay: 0

Absent: 0

- G.2** [2018-5204](#) Consider a resolution casting a vote for the Travis Central Appraisal District Board of Directors.

Susan Morgan, CFO made the staff presentation. Anthony Nguyen, candidate, introduced himself to the Council.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Peckham, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 0

G.3 [2018-5205](#)

Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended December 31, 2017.

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Leffingwell, seconded by Councilmember Young, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 0

G.4 [2018-5206](#)

Consider a resolution expressing official intent to reimburse certain design and construction of offsite public improvement expenditures in conjunction with the Kalahari Project, from the proceeds of a future tax-exempt Certificate of Obligation debt issuance.

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Peckham, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 0

G.5 [2018-5208](#)

Consider a resolution expressing official intent to reimburse certain project expenditures in conjunction with the Public Works Center project, from the proceeds of a future Certificates of Obligation bond sale.

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Baese, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Leffingwell
 Mayor Pro-Tem Peckham
 Councilmember Baese
 Councilmember Montgomery

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**EXECUTIVE SESSION:**

The Council recessed to Executive Session. Mayor Morgan called the session to order at 6:57 p.m. and adjourned it at 8:35 p.m.

I.1 [2018-5201](#)

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

I.2 [2018-5233](#)

Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the City Attorney.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:38 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County for the establishment of Mobile Outreach Team service and personnel housing at Round Rock fire stations.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Robert Isbell, Fire Chief

Cost:

Indexes:

Attachments: Resolution, Exhibit A, LAF

Department: Fire Department

Text of Legislative File 2018-5265

Round Rock, Texas is one of the fastest growing, safest, and most caring cities in the nation. Our community is just north of Austin and, like most other major metropolitan areas, we have seen an increase in the number of opioid overdoses and deaths. The Round Rock Fire Department, city leaders, and our Williamson County Emergency Services partners are determined to create an overdose awareness, prevention, intervention, and treatment response plan as a part of our comprehensive Community Risk Reduction program. Round Rock Fire Department (RRFD), Round Rock Police Department, Williamson County Emergency Medical Services (EMS), and Williamson County Mobile Outreach Team (MOT), our County's emergency behavioral health response unit, already collaborate to provide outstanding public safety to our community. Round Rock Fire Department is ready and willing to be the leader in our public safety response to this emergency. Our plan, briefly outlined below, starts by expanding our Community Risk Reduction program, enhancing our First Responder Advance Paramedic (FRAP) training, and co-locating MOT in our city's fire stations. We will then incorporate Medication Assisted Treatment (MAT), and peer recovery coaches into our response models so that we can initiate best practice interventions on the scene of a 911 call. We will continue and expand our outreach and education efforts and partner with community agencies to provide comprehensive prevention, intervention, treatment, and recovery options for our community. Round Rock Fire Department is seeking funding from the Texas Health and Human Services Commission in order to reach our goals and we hope to have your support in this endeavor.

Project Goals

- Increase the number of First Responders trained in opioid overdose response and prevention
- Incorporate evidence based practices for prevention, treatment, and recovery into the Community Risk Reduction Program
- Incorporate MOT's M&M Rapid Response Unit, (Medic and Mental Health) into all 911 overdose calls
- Create the foundation for providing MAT in our community
- Provide outreach and education to vulnerable population
- Provide outreach and education to local businesses, agencies, schools, and the general public
- Incorporate Peer Recovery Coaches into RRFD and MOT response plans
- Provide direct patient care to overdose survivors and their families
- Streamline data collection and record keeping among emergency services
- Offer research opportunities to one or more of our existing university partners

RESOLUTION NO. R-2018-5265

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 (“City”) wishes to enter into an Interlocal Agreement with Williamson County for the establishment of Mobile Outreach Team services and personnel housing at Round Rock fire stations, 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 the City of Round Rock, Texas for the Establishment of Mobile Outreach Team Services and Personnel Housing at Round Rock Fire Stations, 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 8th day of March, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS FOR THE ESTABLISHMENT OF MOBILE OUTREACH TEAM SERVICES AND PERSONNEL HOUSING AT ROUND ROCK FIRE STATIONS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the undersigned Local Governments of the State of Texas, namely Williamson County, a political subdivision of the State of Texas (the "County"), and the City of Round Rock, Texas a home rule municipal corporation (the "City"), both acting by and through their duly authorized representatives, pursuant to the provision of the Interlocal Cooperation Act, Texas Government Code, Section 791 et seq. The County and the City are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local government as that term is defined in Section 791.011 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter for this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house MOT (Mobile Outreach Team) and MM (Medical and Mental Health) crews at certain Round Rock Fire Stations, specifically, Fire Station 4, located at 1301 Double Creek Drive (the "Stations") while such crews are not actively responding to calls for service; and

WHEREAS, the City currently has available an area at the Stations to serve the housing need of County MOT/MM crews; and

WHEREAS, the City is willing to provide an area at the Stations to the County as set forth herein and the County desires to occupy such area at the Stations for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. TERMS AND CONDITIONS

A. Primary Obligation of Round Rock. The City agrees to provide the County with the following:

1. Three or more parking spaces at the Station for MOT vehicles;

2. The use two rooms/offices and the sole use of one room with a locking door for patient records and storage for medical supplies; and
3. Shared use of one additional office or room on as needed basis and the reasonable usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Stations.

The City agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement. In the event the above-described areas are not available in each of the Stations, the City and County may agree upon alternative areas acceptable to both Parties.

- B. Consideration. The County agrees to provide improvement to the areas identified above to be solely occupied by the County's MOT crew and to prepare the solely occupied spaces for move-in by the County MOT crews.
- C. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City, signed by the authorized individuals ("Effective Date"), and shall continue in force for five (5) years or until such times as either Party terminates the Agreement as provided herein.
- D. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its person property and may remove any of the improvements that the County made to the Stations, so long as the removal of such improvements does not unreasonably damage the Stations. In the event any damage is caused during the removal of such improvements, the County shall be obligated to repair or cause to be repaired any damage resulting from the removal of its improvements, normal wear and tear expected.
- E. Condition of the Stations. The County shall not be responsible for maintaining and/or repairing, the Stations' roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities with the Stations. The County shall be responsible for keeping the areas solely used by the County's MOT crew in a clean and neat condition. The County and City shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- F. Use of Premises. The County may only use the designated areas of the Stations for the express purposes set forth herein. Use of the Stations for any other purpose, shall require the written consent of the City. The County shall not make any alterations, additions, improvement, to the Stations without the written consent of the City. This includes the installation of any equipment. The County shall permit the City to enter, inspect, and make such repairs to its designated areas of the Stations as often as the City reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvement that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Stations ("accessibility alterations"). In

the event any alterations, additions, or improvement in the or to the Stations are made necessary by reason of the special use and occupancy by County and, provided that the City grants its prior written permission to County regarding such alterations, additions, and improvement in or to the Stations at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

- G. Utilities and Service. The City shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, water, gas electricity, telephone, cable internet services and sewage service to the Stations. If any of the equipment or machinery necessary of useful for the provision of any of the above services breaks down or for any cause ceases to function properly, the City shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by a County's MOT crew is in need of maintenance or repairs as solely determined by the City, The County shall be financially responsible for any maintenance and/or repairs other than the above described services.
- H. Use of Additional Fire Stations. The County and City may mutually agree to allow County MOT crews to house in additional Round Rock Fire Station not described herein, without the consent of the Parties governing bodies, provided the Parties abide by the terms of this Agreement for any and all additional Fire Stations.
- I. Damage or Injury. The City and the County agree that if either Party is solely negligent in causing real or personal property damage or personal injury to the other that such responsible Party shall pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.
- J. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period, and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/under the law. The Parties have a duty to mitigate damages.

II. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. The County and Round Rock agree that there will be no monthly rental cost associated with this Agreement.

- B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of the City of Round Rock.
- C. Tax Exempt. The County and the City are bodies corporate and politic under the law of the State of Texas and claim exemption for sales and use taxes under the Texas Tax Code Ann. 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.
- D. Severability. If a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if a provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- E. Notices. Any notice to be given hereunder shall be in writing and may be affect by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

City of Round Rock: City of Round Rock
City Manger
221 E. Main Street
Round Rock, TX 78664

With Copy to: Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Round Rock Fire Department
203 Commerce Boulevard
Round Rock, TX 78664

County: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, TX 78626

With Copy to: Williamson County MOT
c/o Annie Burwell, Director
301 SE Inner Loop, Suite 106
Georgetown TX 78626

- F. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- G. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties which arises out of or relates to this Agreement whether stated in tor, contract statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one Party sent written notice the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the medication under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the medication shall be borne equally between the Parties, except that each Party shall bear its own attorneys' fees. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeing redress in a court of competent jurisdictions. This provision shall survive the termination of this Agreement.
- H. Termination for Convenience.
- 1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to Round Rock.
 - 2.) Round Rock may terminate this Agreement for convenience with or without cause or further liability upon ninety (90) days written notice to the County.
 - 3.) All Parties to the contract may terminate upon written mutual consent signed and dated by all Parties to this agreement setting forth the agreed upon date of termination.
- I. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- J. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to the employees of agents of the other Party of any purposes whatsoever.

- K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- L. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County Fiscal year if the governing body of County does not appropriate sufficient fund as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- M. No agency Relationship: It is understood and agreed that County shall not in any sense be considered a partner or joining venture with the City, not shall any of the Parties in any manner hold themselves out as an agent or official representative of the County.
- N. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrumental signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this ____ day of March, 2018

WILLIAMSON COUNTY, TEXAS

CITY OF ROUND ROCK, TEXAS

By: _____
Dan Gattis, County Judge
Title: Williamson County Judge

By: _____
Craig Morgan
Title: Mayor

Date _____

Date: _____

For City, Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



Attachment A

RESPONSIBILITIES OF WILLIAMSON COUNTY

- Provide 3 M&M (Medical and Mental Health) teams to respond to behavioral health emergencies within Round Rock Fire Department's jurisdiction. These teams are to be staffed with 3 FTE Mobile Outreach Team Community Risk Reduction Paramedics and 3 FTE Mobile Outreach Team Mental Health Specialists.
- Provide all vehicles, equipment, and supplies needed to perform emergency behavioral health services
- Provide a minimum of 40 hours per year of mental health and substance use training to Round Rock Fire Department's First Responder Advanced Paramedics (FRAPS).
- Support all goals and objectives of the Community Risk Reduction (CRR) Program.
- Support all goals and objectives of the Health and Human Services Commission (HHSC) Opioid Emergency Response Pilot.
- Collect, analyze, and report all data related to the M&M, CRR, and Opioid Emergency Response Pilot to all parties involved.
- In coordination with the Round Rock Fire Department, develop and implement protocols for the CRR and Opioid Emergency Response Pilot.
- Collaborate with area hospitals, Bluebonnet Trails Community Services, the Williamson County and Cities Health District, local non-profit agencies, and peer support programs to meet the goals of the HHSC Opioid Emergency Response Pilot.
- Attend any HHSC required meetings or presentations related to the HHSC Opioid Emergency Response Pilot and submit any reports in accordance with the contract between the City of Round Rock and HHSC.
- Provide one outreach event and/or Naloxone use training to a community agency or business during the HHSC Opioid Emergency Response Pilot.

Attachment B

RESPONSIBILITIES OF THE CITY OF ROUND ROCK

- Reimburse Williamson County for salary, retirement, and benefits for 3 FTE Community Risk Reduction Paramedics and 3 FTE Mental Health Specialists at the rate of **\$58,333.33 per month** to be paid by The City of Round Rock upon 30 days of receipt of invoice from Williamson County.
- Participate in scheduled discussions with the Director of the Williamson County Outreach Department to review the status, ensure the provision of services under the Community Risk Reduction Model and the Health and Human Services Commission Opioid Emergency Response Pilot.
- Incorporate Peer Recovery Personnel into the Community Risk Reduction and Health and Human Services Opioid Emergency Response Pilot.
- Assist in data collection and management for the Community Risk Reduction and Health and Human Services Opioid Emergency Response Pilot.
- Provide adequate space, scheduling, and support for First Responder Advanced Paramedic training.



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the City Manager to issue a purchase order with Professional Turf Products, L.P. for turf equipment for the Forest Creek Golf Club Renovation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$525,512.60

Indexes: General Self-Financed Construction

Attachments: Resolution, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2018-5245

Professional Turf Products, L.P. will provide a new fleet of maintenance equipment to Forest Creek. The new equipment will allow the Kemper staff the tools they need to properly maintain the newly refurbished course and grounds to the PGA level quality of care that the City desires for the course. The purchase will be processed via Professional Turf Products Buyboard contract.

Cost: 525,512.60

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2018-5245

WHEREAS, the City of Round Rock (“City”) desires to purchase turf equipment for the Forest Creek Golf Club Renovation Project, and

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

WHEREAS, Professional Turf Products, L.P. is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Professional Turf Products, L.P.,
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 Professional Turf Products, L.P. for the purchase of turf equipment for the Forest Creek Golf Club Renovation 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 8th day of March, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-311404

Date Filed:
02/08/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Professional Turf Products, LP
Euless, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock, Tx

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Forest Creek Golf Club
Toro commercial mowing and related ground maintenance equipment, large turf irrigation, pump station equipment and all related parts and services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DAVID LAY, and my date of birth is 5-31-67.

My address is 1010 N. INDUSTRIAL BLVD, EULESS, TX, 76039, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TX, on the 8 day of 02, 2018.
(month) (year)

DL
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute a Joint Election Agreement and Contract for Election Services with Williamson County and Williamson County participating entities for the May 5, 2018 General Election.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: City Clerk's Office

Text of Legislative File 2018-5238

This agreement is necessary for the City of Round Rock to share all the costs of the it's general election with all other entities in Williamson County that are also participating in the May 5th election. It also lays out the duties of Williamson County in conducting the election for the City and the costs associated with the election.

Cost: *Approximately \$65,000*

Source of Funds: *General Fund*

RESOLUTION NO. R-2018-5238

WHEREAS, the City of Round Rock wishes to enter into a Joint Election Agreement and Contract for Election Services (“Agreement”) with Williamson County and Participating Entities for the purpose of sharing election equipment, programming, election personnel, supplies, services, and administrative costs; and

WHEREAS, this Agreement is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581, for a joint election to be held on the uniform election date of May 5, 2018; and

WHEREAS, the City Council desires to enter into said Agreement with Williamson County,
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, the Joint Election Agreement and Contract for Election Services, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of March, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

THE STATE OF TEXAS COUNTY OF WILLIAMSON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 5, 2018, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on May 5, 2018;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) iVotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 5, 2018 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 5, 2018 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 5, 2018 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 8, 2018 and May 16, 2018.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 5, 2018 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 5, 2018 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$309.50 per ADA iVotronic DRE;
 - \$250.00 per iVotronic DRE;
 - \$85.00 per iVotronic printer;
 - \$274.43 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 5, 2018 election is \$300,000.00 and is based partly on the costs of the May 10, 2014 and May 7, 2016 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018.

ELECTIONS ADMINISTRATOR:

Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST:

ATTACHMENT A
(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities (to be determined)

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute an Alternative Wastewater Service Billing Agreement with Round Rock Independent School District.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2018-5235

A portion of water used in the cooling tower air-conditioning system is evaporated and not discharged into the wastewater system. Typically, all customers wastewater service is billed utilizing the water winter-average method. In 2009, the City began allowing commercial entities that utilize a cooling tower air-conditioning system to deduct the amount of water lost by evaporation from their wastewater utility bill through and Alternative Wastewater Service Billing Agreement.

Round Rock Independent School District (RRISD) recently has purchased and installed the additional meters (make-up meter and blow-down meter) necessary to accurately calculate the evaporation loss from the cooling tower air-conditioning system in three of their schools: Round Rock High School, Robertson Elementary School and Cedar Ridge High School. These meters are required to be calibrated annually to ensure accuracy of the meters. The difference in the readings from these two meters (make-up meter and blow-down meter) is subtracted from the amount of water measured at the City's water meter entering the property to determine the amount of water discharged into the wastewater system.

RESOLUTION NO. R-2018-5235

WHEREAS, Round Rock Independent School District (“RRISD”) is the owner of the Robertson Elementary School, Cedar Ridge High School, and the Round Rock High School (“Properties”); and

WHEREAS, RRISD currently is billed for wastewater services utilizing the winter average method in accordance with Chapter 44, Round Rock Code of Ordinances, and

WHEREAS, as the Properties, RRISD utilizes a cooling tower air-conditioning system that results in a significant amount of water being lost to evaporation that does not get discharged into the City’s wastewater system; and

WHEREAS, RRISD desires to enter into an Agreement with the City for the purpose of more accurately calculating RRISD monthly wastewater usage to take into account the aforesaid evaporation loss; and

WHEREAS, the City Council wishes to enter into an Alternative Wastewater Service Billing Agreement with RRISD to provide an alternative method of calculating the amount of water that RRISD discharges into the City’s wastewater system, 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 said Agreement with RRISD, 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 8th day of March, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ALTERNATIVE WASTEWATER SERVICE BILLING AGREEMENT

THIS ALTERNATIVE WASTEWATER SERVICE BILLING AGREEMENT (hereinafter the "Agreement"), is hereby entered into on the _____ day of _____, 2018 by and between the **Round Rock Independent School District**, ("RRISD"), and the **City of Round Rock, Texas** (hereinafter "City"), a home-rule municipality. In this Agreement, the City and RRISD are sometimes referred to individually as "a Party" and collectively as "the Parties."

WHEREAS, RRISD is the owner of the Robertson Elementary School ("RES"), Cedar Ridge High School ("CRHS"), and the Round Rock High School ("RRHS") (hereinafter collectively referred to as the "Properties"); and

WHEREAS, RRISD currently is billed for wastewater services utilizing the winter average method in accordance with Chapter 44, Round Rock Code of Ordinances, 2010 Edition; and

WHEREAS, at the Properties, RRISD utilizes a cooling tower air-conditioning system that results in a significant amount of water being lost to evaporation that does not get discharged into the City's wastewater system; and

WHEREAS, RRISD desires to enter into this Agreement with the City for the purpose of more accurately calculating RRISD monthly wastewater usage to take into account the aforesaid evaporation loss; and

WHEREAS, the City is agreeable to enter into this Agreement with RRISD to provide an alternative method of calculating the amount of water that RRISD discharges into the City's wastewater system;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement certain terms are defined as follows:

Blow-Down Meter or **BDM** shall mean a meter that measures the amount of water discharged from RRISD's cooling tower system to the City's wastewater collection and treatment system.

Cedar Ridge High School or **CRHS** shall mean the high school located at 2801 Gattis School Road, Round Rock, Texas 78664 and owned and operated by the RRISD.

Cooling Tower Water Usage shall mean the amount of water measured by the MUM less the amount of water measured by the BDM.

Make-up Meter or ***MUM*** shall mean a meter that measures the amount of water that flows into the RRISD's cooling tower system.

Robertson Elementary School or ***RES*** shall mean the elementary school located at 1415 Bayland, Round Rock, TX 78664 and owned and operated by the RRISD.

Round Rock High School or ***RRHS*** shall mean the high school located at 201 Deep Wood, Round Rock, Texas 78681 and owned and operated by the RRISD.

Standard Water Meter or ***SWM*** shall mean a meter that measures the amount of water received by the RRISD from the City's water system.

ARTICLE II PURPOSE OF THIS AGREEMENT

Pursuant to Chapter 44, Section 44-34(c) Round Rock Code of Ordinances, 2010 Edition, wastewater usage is generally determined by averaging the monthly water usage for the months of December, January, and February of each fiscal year. Under this existing methodology, monthly water usage is determined and billed based on the amount of water measured by the Standard Water Meter ("SWM").

At the Properties, RRISD utilizes a water cooling tower for its air-conditioning system that utilizes a significant amount of water that is lost through evaporation and is therefore not discharged into the City's wastewater system. The purpose of this Agreement is to provide an agreed alternative method of calculating wastewater usage by RRISD that takes into account the water that is lost through evaporation.

The amount of water lost through evaporation shall be calculated by determining the total water usage measured by the MUM less the amount of water measured by the BDM. The calculated amount of water lost to evaporation is referred to herein as the "Cooling Tower Water Usage."

ARTICLE III ALTERNATE METHOD OF CALCULATING WASTEWATER USAGE

Beginning with the first appropriate billing period, the City will begin reading the three meters at the RES, the three meters at CRHS, and the seven meters at the RRHS. The three meters at RES will be read on the same day, the three meters at CRHS will be read on the same day, and the seven meters at the RRHS will be read on the same day. The RES meters, the CRHS meters, and the RRHS meters will not necessarily be read on the same day.

The amount of water measured by the BDM(s) shall be subtracted from the amount of water measured by the MUM(s) to determine the Cooling Tower Usage. The Cooling Tower Usage shall then be subtracted from the amount of water measured by the SWM(s), to arrive at the amount of water discharged into the wastewater system.

RRISD will be billed for the amount of water discharged into the wastewater system, as calculated above.

ARTICLE IV METER CALIBRATION

RRISD shall cause the MUMs and the BDMs to be calibrated annually between October 1 and December 1 of each year. The annual calibration shall be by an independent, outside contractor who has been approved in writing and in advance by the City.

ARTICLE V EFFECTIVE DATE AND TERM

The term of this Agreement shall be until December 31, 2018, provided however, it shall renew automatically for successive twelve (12) month periods unless one of the Parties gives notice to the other Party on or before December 1 that it does not wish to renew the Agreement.

ARTICLE VI TERMINATION

If RRISD defaults in the undertaking of any of its obligations under this Agreement or breaches any of its provisions, the City shall have the right to terminate this Agreement by giving RRISD thirty (30) days written notification of its decision to terminate.

City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon ninety (90) days' written notice to RRISD.

ARTICLE VII REVERSION TO WINTER AVERAGE

In the event that either Party elects to not renew this Agreement or the City elects to terminate this Agreement as provided in Article VI above, the Parties shall discontinue all obligations in connection with the performance of this Agreement, and the wastewater usage shall be determined in accordance with the winter average method set forth in the Round Rock Code of Ordinances, 2010 Edition, as amended.

**ARTICLE VIII
NOTICE**

Notice to RRISD:

Steve Flores
Superintendent
Round Rock Independent School District
201 Deep Wood Dr.
Round Rock, Texas 78681

Laurie Hadley
City Manager
221 East Main Street
Round Rock, TX 78664

with copy to:

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


IN WITNESS WHEREOF, the City and RRISD have executed this Agreement on the dates indicated below.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Dated this ____ day of _____, 2018

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: , its Superintendent

Dated this 8th day of February 2018



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Round Rock Independent School District for the purchase of two parcels of land totaling 0.231 acres and a 0.320 Public Utility Easement necessary for the RM 620 Right of Way Project (Parcel 5, Parts 1 & 2 and Parcel 5PUE).

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$61,450.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-5230

The contract purchase price is equal to the CORR appraised value for the acquisition. The fee simple r.o.w component of the purchase price (\$61,450) is 90% reimburseable by TxDOT. The public utility easement component of the purchase price (\$8,782) has no contributing reimbursement by TxDOT.

Cost: \$61,450.00

Source of Funds: RR Transportation and Economic Dev. Corporation (Type B)

RESOLUTION NO. R-2018-5230

WHEREAS, the City of Round Rock (“City”) desires to purchase right of way necessary for the RM 620 Right of Way Project, and said tracts (“Property”) are described as follows: All of those certain two parcels of land totaling 0.231 acres (Parcel 5, Parts 1 and 2) and a 0.320 Public Utility Easement (Parcel 5 PUE), and

WHEREAS, Round Rock Independent School District, the owner of the Property, has agreed to sell said Property to the City, 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 Real Estate Contract with Round Rock Independent School District, for the purchase of the above described Property, a copy of said Real Estate Contract 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 8th day of March, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of those certain two parcels of land totaling 0.231 acre (10,086 square feet) of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5, Parts 1 & 2**); and

Public Utility Easement interest in and across all of that certain 0.320 acre (13,939 square feet) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5 PUE**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller due to the acquisition, shall be the sum of SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY and 00/100 Dollars (\$61,450.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit “B” shall be the sum of EIGHT THOUSAND SEVEN HUNDRED EIGHTY-TWO and 00/100 Dollars (\$8,782.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.04. By execution of this Contract, Seller consents and agrees that Purchaser, the Texas Department of Transportation (“TxDoT”), their agents, contractors and assigns shall be allowed to temporarily enter the remaining property of Seller so long as Purchaser and TxDOT do not disturb Seller’s educational mission, for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDoT and repairing any damage to Seller’s property.

**ARTICLE III
PURCHASER’S OBLIGATIONS**

Conditions to Purchaser’s Obligations

3.01. Intentionally deleted.

Miscellaneous Conditions

3.02. Intentionally deleted.

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

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

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

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

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before March 30, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas (TxDOT) a duly executed and acknowledged Special Warranty Deed ("Deed") conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Public Utility Easement conveying such interest to all of the Property described in Exhibit "B".

The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Public Utility Easement to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions set forth in the Title Commitment, provided, however:

(a) The boundary and survey exceptions shall be deleted.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. Intentionally deleted.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid by the Purchaser, except that any attorney's fees shall be paid by the party incurring same.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$2,000.00 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. Intentionally deleted.

Compliance

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

Effective Date

8.10 This Contract shall be effective as of the date it is approved by: (1) the Round Rock City Council or City Manager, which date is indicated beneath the Mayor's or City Manager's signature below; and (2) the Board of Trustees of Round Rock Independent School District, whichever is later.

Counterparts

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

SELLER:

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By:_____

Address: 1311 Round Rock Avenue

Name:_____

Round Rock, Texas 78681

Its:_____

Date:_____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By:_____

Address: 221 East Main St.

Its:_____

Round Rock, Texas 78664

Date: _____

EXHIBIT **A**

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

**PROPERTY DESCRIPTION FOR
PARCEL 5 PART 1 & 2**

DESCRIPTION OF TWO PARCELS OF LAND TOTALING 0.231 ACRE (10,086 SQUARE FOOT) SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 BLOCK A OF THE FINAL PLAT OF RRISD HIGH SCHOOL #1 SUBDIVISION RECORDED IN DOCUMENT NO. 2010078363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 264 AND VOLUME 529, PAGE 268 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.231 ACRE (10,086 SQUARE FOOT) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1, CONTAINING 0.137 ACRE (5,979 SQUARE FEET) OF LAND AND PART 2 CONTAINING 0.094 ACRE (4,107 SQUARE FEET) OF LAND AND FUTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (0.137 ACRE 5,979 SQUARE FEET)

BEGINNING FOR REFERENCE, at a ½" iron rod with TxDOT aluminum cap set, 96.82 feet right of proposed Ranch to Market (R.M.) 620 baseline station 470+51.36, being the existing southerly right-of-way (ROW) line of R.M. 620. (ROW width varies), being an angle point in the north boundary line of said Lot 1;

THENCE with the common boundary line of said existing ROW and said Lot 1, N 53°04'10" E for a distance of 24.81 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.37 feet right of proposed R.M. 620 baseline station 470+69.04, being in the proposed southerly ROW line of said R.M. 620 (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE departing said proposed southerly ROW line of R.M. 620, continuing with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1 the following three (3) courses:

- 1) **N 53°04'10" E** for a distance of **16.92** feet to a point of curvature to the left, and from which a TxDOT Type I concrete monument found bears, N 80°23'11" W at distance of 0.52 feet;
- 2) Along said curve to the left, having a delta angle of **04°43'43"**, a radius of **3,878.37** feet, an arc length of **320.10** feet, and a chord which bears **S 79°16'55" E** for a distance of **320.00** feet to a calculated point of curvature to the left, and from which a ½" iron rod found with plastic cap bears, S 15°13'06" W at distance of 2.29 feet;
- 3) Along said curve to the left, having a delta angle of **11°25'05"**, a radius of **1,004.93** feet, an arc length of **200.26** feet, and a chord which bears **S 76°31'56" E** for a distance of **199.93** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 475+91.51 being in said curving proposed southerly ROW line of R.M. 620, for the most easterly corner of the herein described parcel;

THENCE, departing said existing ROW line, with said southerly proposed ROW line of R.M. 620, through the interior of said Lot 1, the following two (2) courses:

- 4) Along a curve to the right, having a delta angle of **05°26'21"**, a radius of **4,078.00** feet, an arc length of **387.13** feet, and a chord which bears **N 80°20'03" W** for a distance of **386.99** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 472+11.78, for a point of tangency of the herein described parcel;
- 5) **N 77°36'53" W** for a distance of **144.24** feet to the **POINT OF BEGINNING**, containing 0.137 acres (5,979 square feet) of land, more or less.

PART 2 (0.094 ACRE 4,107 SQUARE FEET)

BEGINNING FOR REFERENCE, at a ½" iron rod with aluminum cap stamped "REF/WITNESS" set, 215.89 feet right of proposed R.M. 620 baseline station 480+04.52, being in the existing westerly right-of-way (ROW) line of Lake Creek Dr. (60' ROW width), same being the easterly boundary line of said Lot 1;

THENCE with the common boundary line of said existing westerly ROW line and said Lot 1, **N 10°53'43" W** for a distance of 128.49 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 90.26 feet right of proposed R.M. 620 baseline station 479+78.55, being in the proposed southerly ROW line of R.M. 620 (ROW width varies), for the most southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE departing said existing ROW line of Lake Creek Dr., with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 1 the following five (5) courses:

- 6) Along a curve to the right, having a delta angle of **03°51'03"**, a radius of **184.30** feet, an arc length of **12.39** feet, and a chord which bears **S 88°01'33" W** for a distance of **12.38** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 91.01 feet right of proposed R.M. 620 baseline station 479+66.46, for a point of non-tangency;
- 7) **N 42°55'37" W** for a distance of **26.85** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 71.90 feet right of proposed R.M. 620 baseline station 479+47.97, for an angle point of the herein described parcel;
- 8) **S 88°01'19" W** for a distance of **47.00** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 75.30 feet right of proposed R.M. 620 baseline station 479+01.94, for an angle point of the herein described tract;
- 9) **S 88°48'46" W** for a distance of **39.07** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 478+63.70, for a point of curvature to the right;
- 10) Along said curve to the right, having a delta angle of **03°22'03"**, a radius of **4078.00** feet, an arc length of **239.68** feet, and a chord which bears **N 85°16'08" W** for a distance of **239.64** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 476+28.61, for a point of curvature to the left in the existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1, for the most westerly corner of the herein described parcel;

THENCE departing said proposed ROW line, with said existing southerly ROW line of R.M. 620, same being said northerly boundary line of Lot 1 the following three (3) courses:

- 11) Along a curve to the left, having a delta angle of **07°18'49"**, a radius of **1,004.93** feet, an arc length of **128.28** feet, and a chord which bears **S 88°03'17" E** for a distance of **128.19** feet to a calculated point of tangency;
- 12) **N 88°29'03" E** at a distance of 0.87 feet pass a ½" iron rod found with plastic cap, and continuing for a total distance of **200.15** feet to a ½" iron rod found with plastic cap;
- 13) **S 51°12'45" E** for a distance of **30.52** feet to a calculated point, being the intersection of said existing westerly ROW line of Lake Creek Dr. and said existing southerly ROW line of R.M. 620, same being the most northeasterly corner of said Lot 1, for an angle point of the herein described parcel;
- 14) **THENCE** departing said existing southerly ROW line of R.M. 620, with said existing westerly ROW line of Lake Creek Dr., same being the easterly boundary line of said Lot 1, **S 10°53'43" E** for a distance of **18.73** feet to the **POINT OF BEGINNING**, containing 0.094 acres (4,107 square feet) of land, more or less.

Summary

Part 1 = 0.137 acres (5,979 square feet)

Part 2 = 0.094 acres (4,107 square feet)

Total = 0.231 acres (10,086 square feet)

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

27 APR 2017

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Revised 04/25/17
PAGE 4 OF 7

NUMBER	DIRECTION	DISTANCE
L1	N53°04'10"E	24.81'
L2	N53°04'10"E	16.92'
(L3)	(N55°33'09"E)	(41.73')
L4	N10°53'43"W	128.49'
L5	N42°55'37"W	26.85'
L6	S88°01'19"W	47.00'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°09'24"	1004.93'	37.83'	37.82'	N83°19'10"W
C2	05°26'21"	4078.00'	387.13'	386.99'	N80°20'03"W
C3	04°43'43"	3878.37'	320.10'	320.00'	S79°16'55"E
(C3)	(04°44'00")	(3879.72')	(320.50')	(320.41')	(S78°48'43"E)
C4	11°25'05"	1004.93'	200.26'	199.93'	S76°31'56"E
(C5)	(21°30'51")	(979.13')	(367.65')	(365.50')	(S81°37'38"E)

J.M. HARRELL SURVEY
ABSTRACT NO. 284

PROPOSED R.M. 620 BASELINE
P.I. STATION = 476+96.46
DELTA = 13°49'04" (RT)
DEGREE OF CURVE = 01°25'57"
TANGENT = 484.69
LENGTH = 964.67
RADIUS = 4000.00
PC STATION = 472+11.78
PT STATION = 481+76.45

P.C. X=3126796.5157 Y=10160897.5841
P.I. X=3127269.9227 Y=10160793.6254
P.T. X=3127754.4584 Y=10160805.7422

P.O.R. PARCEL 5
STA. 470+51.36
SEE DETAIL "A"
PROPOSED R.M. 620 BASELINE
473+00
474+00
475+00 (R.O.W. WIDTH VARIES)
476+00
477+00
478+00
479+00
480+00

THE STATE OF TEXAS
VOL. 331, PG. 287
D.R.W.C.T.

0.005 AC R.O.W.
DEDICATION PER
PLAT

CITY OF ROUND ROCK
WATERLINE EASEMENT
DOC NO. 2009084396
O.P.R.W.C.T.

P.O.B. PARCEL 5
STA. 470+69.04
78.37' RT

LOT 1
BLOCK A
(80.548 AC.)
O.P.R.W.C.T.

FINAL PLAT OF
RISD HIGH SCHOOL #1
DOC NO. 2010078363
O.P.R.W.C.T.

ROUND ROCK
INDEPENDENT SCHOOL DISTRICT
VOL. 529, PG. 264 (4.482 ACRES)
VOL. 529, PG. 268
(TRACT 1 43.00 ACRES)
D.R.W.C.T.

0.094 AC
4,107 SQ. FT.

P.O.B. PARCEL 5
STA. 479+78.55
90.26' RT

P.O.R. PARCEL 5
STA. 480+04.52
215.89' RT

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C6	03°51'03"	184.30'	12.39'	12.38'	S88°01'33"W
C7	03°22'03"	4078.00'	239.68'	239.64'	N85°16'08"W
C8	07°18'49"	1004.93'	128.28'	128.19'	S88°03'17"E

NUMBER	DIRECTION	DISTANCE
L7	S88°48'46"W	39.07'
(L8)	(S51°12'45"E)	(30.50')
L8	S51°12'45"E	30.52'
L9	S10°53'43"E	18.73'
(L10)	(S10°53'59"E)	(1909.63')

STAMPED
REF/WITNESS
STA. 480+04.52
215.89' RT

CITY OF ROUND ROCK
WATERLINE EASEMENT
DOC NO. 2009084396
O.P.R.W.C.T.

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200 FAX (512) 238-1251
FIRM REGISTRATION: 100391-00

PARCEL PLAT SHOWING PROPERTY OF
ROUND ROCK INDEPENDENT
SCHOOL DISTRICT

SCALE
1" = 100'

CSJ #
0683-01-092

PROJECT
RM 620

COUNTY
WILLIAMSON

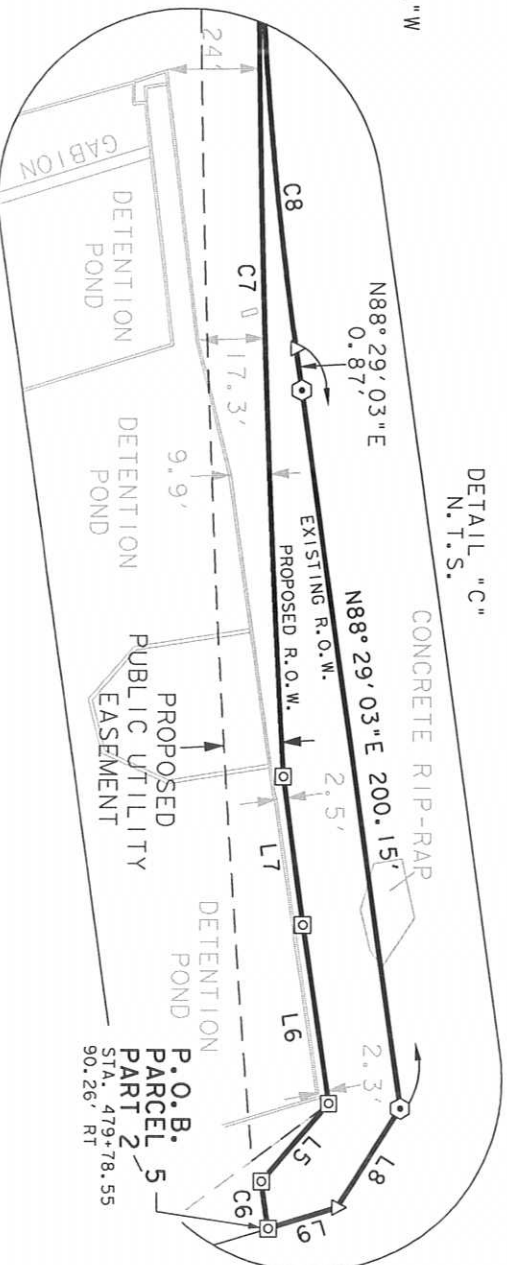
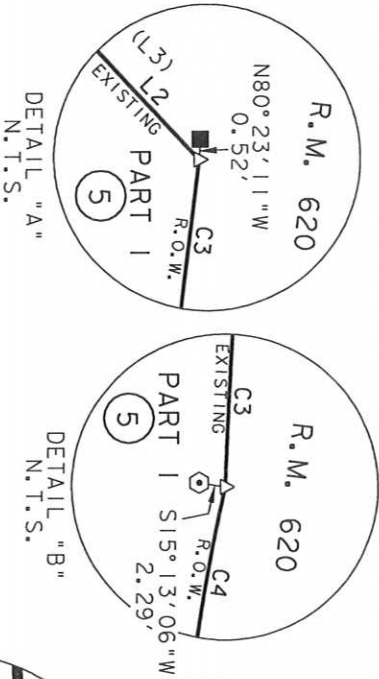
PARCEL 5
PART 1 & 2



LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

- TXDOT TYPE I CONCRETE MONUMENT FOUND
 - 1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT
 - ▣ TXDOT TYPE II CONCRETE MONUMENT FOUND
 - 1/2" IRON ROD FOUND UNLESS NOTED
 - ⊙ 1/2" IRON ROD FOUND W/ PLASTIC CAP
 - ⊛ COTTON GIN SPINDLE FOUND
 - ✕ X CUT FOUND
 - ▲ 60/D NAIL FOUND
 - △ CALCULATED POINT
 - 1/2" IRON ROD W/ ALUMINUM CAP
 - ⊙ STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)
 - ⊙ CENTER LINE
-
- Ⓛ PROPERTY LINE
 - () RECORD INFORMATION
 - LINE BREAK
 - LAND HOOK
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - N.T.S. NOT TO SCALE
 - DEED RECORDS
 - WILLIAMSON COUNTY, TEXAS
 - O.R.W.C.T. OFFICIAL RECORDS
 - WILLIAMSON COUNTY, TEXAS
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
 - WILLIAMSON COUNTY, TEXAS
 - P.R.W.C.T. PLAT RECORDS
 - WILLIAMSON COUNTY, TEXAS



INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200 FAX (512) 238-1251
FIRM REGISTRATION: 100591-00

SCALE 1" = 100'

CSJ # 0683-01-092

PROJECT RM 620

COUNTY WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK INDEPENDENT
SCHOOL DISTRICT**

**PARCEL 5
PART 1 & 2**

Texas Department of Transportation

PLAT TO ACCOMPANY PARCEL DESCRIPTION

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1015, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 16, 2014, ISSUE DATE JANUARY 27, 2014.

- IOE. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 135, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- F. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 236, PAGE 337, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 281, PAGE 491, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 282, PAGE 409, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 299, PAGE 378, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- J. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 320, PAGE 490, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 324, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- L. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LCRA BY INSTRUMENT IN VOLUME 334, PAGE 433, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 422, PAGE 92, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- N. A UTILITY EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, BY INSTRUMENT IN VOLUME 458, PAGE 327, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS FIRST TRACT AS SHOWN.
- O. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 487, PAGE 307, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- P. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 544, PAGE 512, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 548, PAGE 167, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. A WATER LINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 708, PAGE 461, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- S. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 804, PAGE 164, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- T. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 822, PAGE 298, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- U. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 868, PAGE 76, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- V. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 1500, PAGE 214, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK INDEPENDENT
SCHOOL DISTRICT**

SCALE 1" = 100'

CSJ # 0683-01-092

PROJECT RM 620

COUNTY WILLIAMSON



Texas Department of Transportation

PARCEL 5
PART 1 & 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

- W. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084396, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- X. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084398, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Y. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084399, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Z. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084400, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- AA. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084401, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- BB. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084402, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- CC. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084403, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- DD. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084473, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- EE. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2011030731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- FF. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2012046203, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- GG. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2006052740, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- HH. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2008049736, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- II. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2010010917, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- JJ. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2010029684, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale 27 APR 2017

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:



	ACRES	SQUARE FEET
ACQUISITION PART 1	0.137	5,979
ACQUISITION PART 2	0.094	4,107
TOTAL ACQUISITION	0.231	10,086
DEED AREA	80.548	3,508,671
REMAINDER AREA	80.317	3,498,585



PARCEL PLAT SHOWING PROPERTY OF
ROUND ROCK INDEPENDENT
SCHOOL DISTRICT

SCALE
1" = 100'

CSJ #
0683-01-092

PROJECT
RM 620

COUNTY
WILLIAMSON

TEXAS Department of Transportation
PARCEL 5
PART 1 & 2

EXHIBIT B

County: Williamson
Parcel : 5-E
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PARCEL 5-E

DESCRIPTION OF A 0.320 ACRE (13,939 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 BLOCK A OF THE FINAL PLAT OF RRISD HIGH SCHOOL #1 SUBDIVISION RECORDED IN DOCUMENT NO. 2010078363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 264 AND VOLUME 529, PAGE 268 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.320 ACRE (13,939 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 71.90 feet right of proposed R.M. 620 baseline station 479+47.97, being an angle point of the proposed southerly right-of-way (ROW) line of RM 620 (ROW width varies), being in the interior of said Lot 1, for **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said proposed ROW line of R.M. 620, through the interior of said Lot 1 the following three (3) courses:

- 1) With the westerly boundary line of an existing waterline easement dedicated to the City of Round Rock recorded in Document No. 2009084396 of the Official Public Records of Williamson County, Texas, **S 30°39'42" E** for a distance of **24.99** feet to a calculated point, being a point of curvature to the right, for the most southeasterly corner of the herein described parcel;
- 2) Departing said existing waterline easement, along said curve to the right, having a delta angle of **10°43'59"**, a radius of **4,093.00** feet, an arc length of **766.73** feet, and a chord which bears **N 82°58'52" W** for a distance of **765.61** feet to a calculated point of tangency;
- 3) **N 77°36'53" W** for a distance of **157.14** feet to a calculated point in the existing southerly ROW line of R.M. 620 (ROW width varies), same being the northerly boundary line of said Lot 1, for the most southwesterly corner of the herein described parcel;
- 4) **THENCE**, with the common boundary line of said existing R.M. 620 ROW line and said Lot 1, **N 53°04'10" E** for a distance of **19.78** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.37 feet right of proposed R.M. 620 baseline station 470+69.04, for the most northwesterly corner of the herein described parcel;

THENCE, departing said existing southerly ROW line of R.M. 620, through the interior of said Lot 1, with said proposed southerly ROW line of R.M. 620, the following two (2) courses:

- 5) **S 77°36'53" E** for a distance of **144.24** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 472+11.78, for a point of curvature to the left;

- 6) Along a curve to the left, having a delta angle of **05°26'21"**, a radius of **4078.00** feet, an arc length of **387.13** feet, and a chord which bears **S 80°20'03" E** for a distance of **386.99** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 475+91.51, being the existing southerly ROW line of said R.M. 620, same being the northerly boundary line of said Lot 1, for a point of curvature to the left;
- 7) **THENCE**, with the common boundary line of said existing R.M. 620 ROW line and said Lot 1, along said curve to the left, having a delta angle of **02°09'24"**, a radius of **1004.93** feet, an arc length of **37.83** feet, and a chord which bears **S 83°19'10" E** for a distance of **37.82** feet, to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 476+28.61, for a point of curvature to the left;

THENCE, departing said existing southerly ROW line of R.M. 620, through the interior of said Lot 1, with said proposed southerly ROW line of R.M. 620, the following three (3) courses:

- 8) Along a curve to the left, having a delta angle of **03°22'03"**, a radius of **4078.00** feet, an arc length of **239.68** feet, and a chord which bears **S 85°16'08" E** for a distance of **239.64** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 478+63.70;
- 9) **N 88°48'46" E** for a distance of **39.07** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 75.30 feet right of proposed R.M. 620 baseline station 479+01.94;
- 10) **N 88°01'19" E** for a distance of **47.00** feet to the **POINT OF BEGINNING**, containing 0.320 acres (13,939 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
 M. Stephen Truesdale
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, LLC
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

Date

27 APR 2017

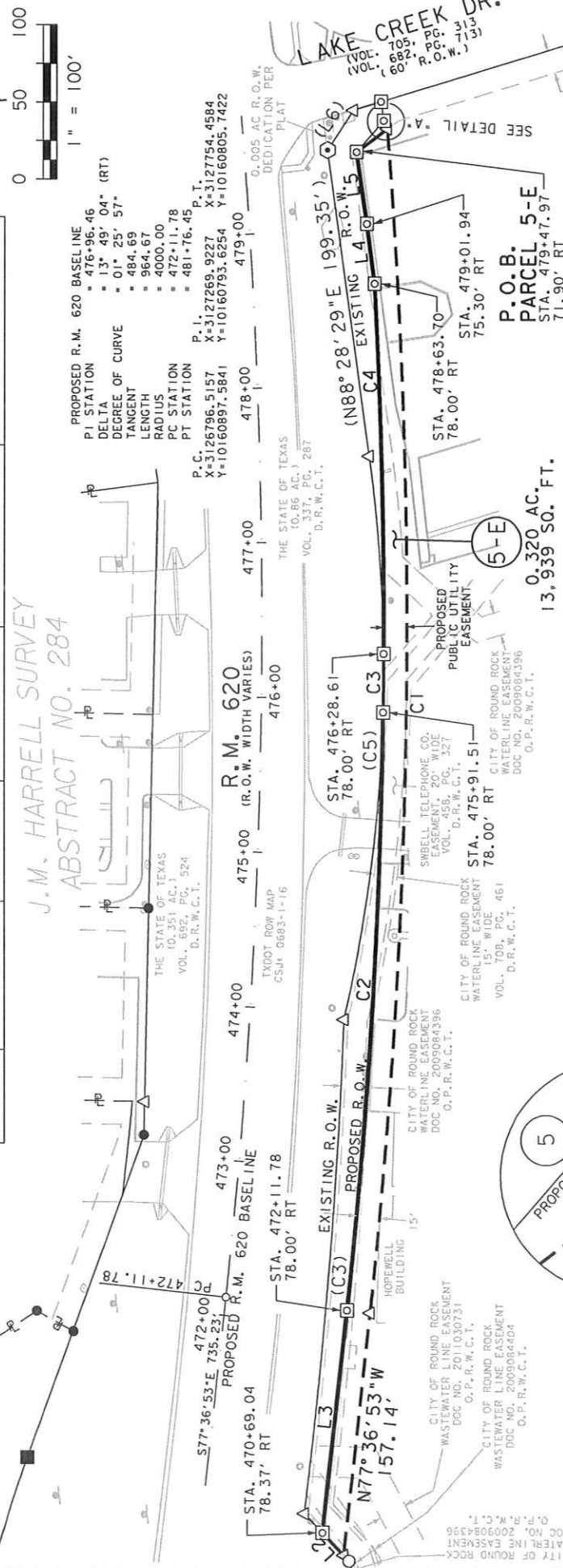


PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DIRECTION	DISTANCE
L1	S30°39'42"E	24.99'
L2	N53°04'10"E	19.78'
L3	S77°36'53"E	144.24'
L4	N88°48'46"E	39.07'
L5	N88°01'19"E	47.00'
(L6)	(S51°12'45"E)	(30.50')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10°43'59"	4093.00'	766.73'	765.61'	N82°58'52"W
C2	05°26'21"	4078.00'	387.13'	386.99'	S80°20'03"E
C3	02°09'24"	1004.93'	37.83'	37.82'	S83°19'10"E
(C3)	(04°44'00")	(3879.72')	(320.50')	(320.41')	(S78°48'43"E)
C4	03°22'03"	4078.00'	239.68'	239.64'	S85°16'08"E
(C5)	(21°30'51")	(979.13')	(367.65')	(365.50')	(S81°37'38"E)

J.M. HARRELL SURVEY
ABSTRACT NO. 284



FINAL PLAT OF
ROUND ROCK INDEPENDENT SCHOOL DISTRICT
VOL. 529, PG. 264
(4.482 ACRES)
VOL. 529, PG. 268
(TRACT 1 43.00 ACRES)
D.R.W.C.T.

LOT 1
BLOCK A
(80.548 AC.)

DETAIL "A"
N.T.S.

**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200; FAX (512) 238-1251
FIRM REGISTRATION: 100591-00

PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK INDEPENDENT
SCHOOL DISTRICT**



SCALE
1" = 100'

CSJ #

PROJECT
RM 620

COUNTY
WILLIAMSON

PARCEL 5-E

LEGEND

TXDOT TYPE	CONCRETE MONUMENT FOUND	PROPERTY LINE	RECORD INFORMATION
1/2"	IRON ROD SET W/ TXDOT ALUMINUM CAP	()	LINE BREAK
	TO BE REPLACED BY TYPE 11 MONUMENT		LAND HOOK
TXDOT TYPE 11	CONCRETE MONUMENT FOUND	P.O.B.	POINT OF BEGINNING
1/2"	IRON ROD FOUND UNLESS NOTED	P.O.R.	POINT OF REFERENCE
1/2"	IRON ROD FOUND W/PLASTIC CAP	N.T.S.	NOT TO SCALE
	COTTON GIN SPINDLE FOUND	D.R.W.C.T.	DEED RECORDS
X	CUT FOUND	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
60/D	NAIL FOUND	O.P.R.W.C.T.	OFFICIAL RECORDS
	CALCULATED POINT	P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
1/2"	IRON ROD W/ ALUMINUM CAP		PLAT RECORDS
	STAMPED "TXDOT" SET		WILLIAMSON COUNTY, TEXAS
	(UNLESS NOTED OTHERWISE)		
€	CENTER LINE		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 96911-14-1015, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 16, 2014, ISSUE DATE JANUARY 27, 2014.

- IOE. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 135, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- F. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 236, PAGE 337, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 281, PAGE 491, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 282, PAGE 409, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 299, PAGE 378, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- J. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 320, PAGE 490, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 324, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

INLAND U
GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION: 100591-00

PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK INDEPENDENT
 SCHOOL DISTRICT**



SCALE 1" = 100'	CSJ #	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL 5-E

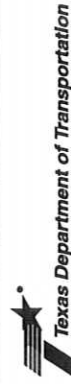
PLAT TO ACCOMPANY PARCEL DESCRIPTION

Revised 04/25/17
PAGE 5 OF 6

- L. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LCRA BY INSTRUMENT IN VOLUME 334, PAGE 433, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 422, PAGE 92, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- N. A UTILITY EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, BY INSTRUMENT IN VOLUME 458, PAGE 327, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS FIRST TRACT AS SHOWN.
- O. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 487, PAGE 307, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- P. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 544, PAGE 512, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 548, PAGE 167, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. A WATER LINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 708, PAGE 461, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- S. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 804, PAGE 164, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- T. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 822, PAGE 298, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- U. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 868, PAGE 76, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- V. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 1500, PAGE 214, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- W. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084396, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- X. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084398, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Y. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084399, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Z. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084400, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- AA. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084401, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- BB. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084402, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK INDEPENDENT
SCHOOL DISTRICT**



SCALE
1" = 100'

CSJ #

PROJECT
RM 620

COUNTY
WILLIAMSON

PARCEL 5-E

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Revised 04/25/17
PAGE 6 OF 6

- CC. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084403, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- DD. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084473, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- EE. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2011030731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- FF. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2012046203, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- GG. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2006052740, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- HH. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2008049736, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- II. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2010010917, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- JJ. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2010029684, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



M. Stephen Truesdale 27 Apr 2017

DATE: _____
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK INDEPENDENT
SCHOOL DISTRICT**



SCALE
1" = 100'

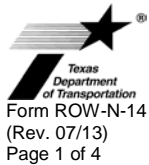
PROJECT
RM 620

COUNTY
WILLIAMSON

PARCEL 5-E

EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.



SPECIAL WARRANTY DEED

RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092

TxDOT Parcel No.: 5

Grantor(s), whether one or more: ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas.

Grantor's Mailing Address (including county):

1311 Round Rock Avenue
Round Rock, Texas 78781
Travis County

Grantee: THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761

Consideration:

The sum of Sixty-One Thousand Four Hundred Fifty and no/100 Dollars (\$61,450.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The consideration recited herein

represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district.

"AS IS, WHERE IS." THIS CONVEYANCE IS THE RESULT OF AN ARMS-LENGTH TRANSACTION BETWEEN THE GRANTOR AND GRANTEE AND GRANTEE ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THIS DEED, GRANTOR, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, ANY REQUIREMENT TO PLAT OR RE-PLAT THE PROPERTY, WHICH, IF REQUIRED, SHALL BE THE RESPONSIBILITY OF GRANTEE; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever. Grantor binds itself and its successors to warrant and forever defend all and singular the Property unto the said Grantee, its heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, when the claim is made by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgement indicated below.

[signature page follows]

GRANTOR:

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____ by
_____, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§
§

**KNOW ALL BY THESE
PRESENTS:**

That ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, and its successors and assigns, ("Grantor"), to avoid formal eminent domain proceedings and the added expenses of litigation, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property (the "Property"), to-wit:

All of that certain 0.320 acre (13,939 SF) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 5 PUE).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary accessories, or operations.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, whose consent shall not be unreasonably delayed or withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any existing purposes, and all other purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect

or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the Easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's property, including but not limited to, Grantor's private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

Grantor, for the consideration and subject to the Reservations from conveyance and exceptions to conveyance and warranty, grants the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ____ day of the month of _____, 2018.

GRANTOR:

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2018, by _____, in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

Figure 2: Aerial of Site

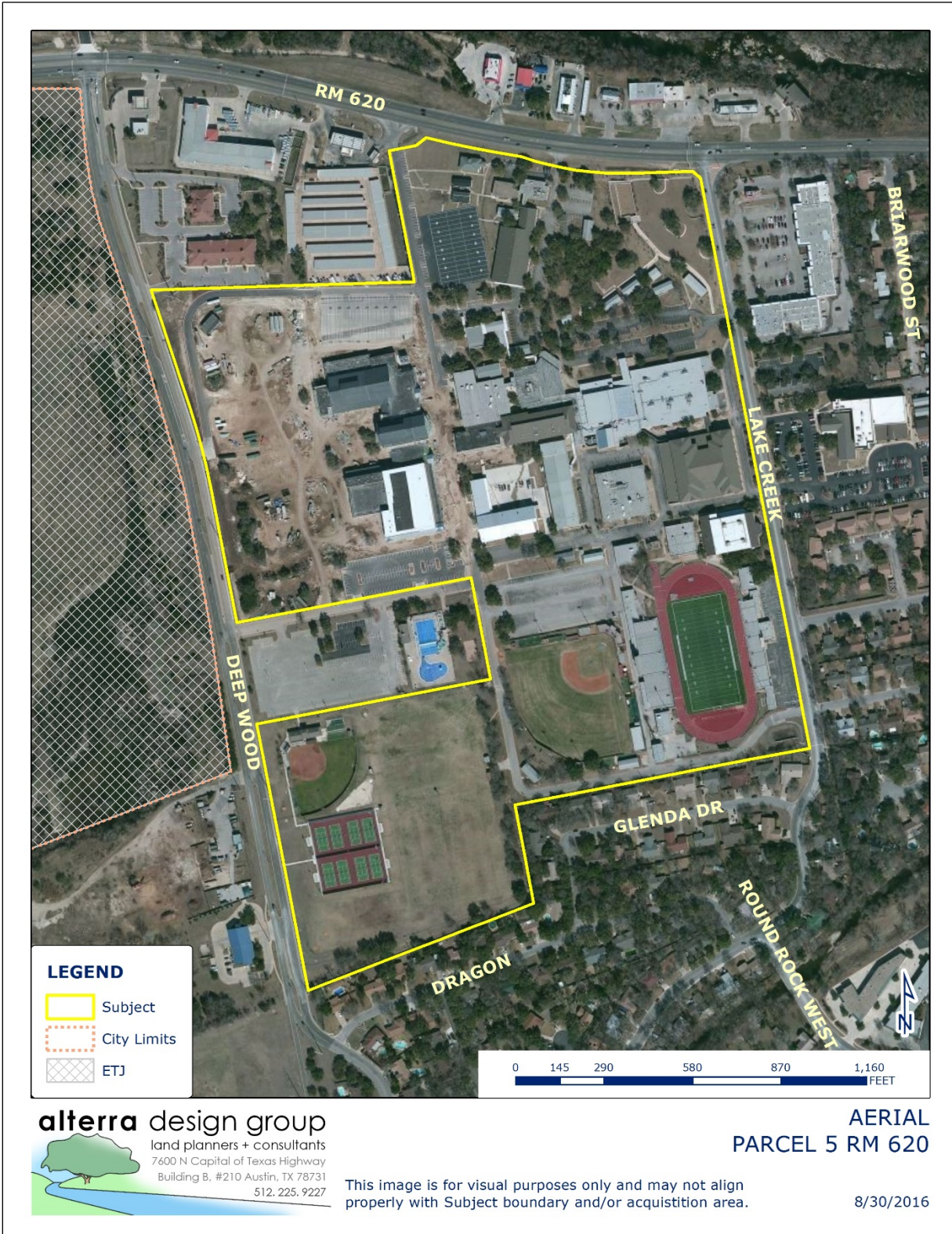


Figure 4: Whole Property Close Up of Acquisition Area

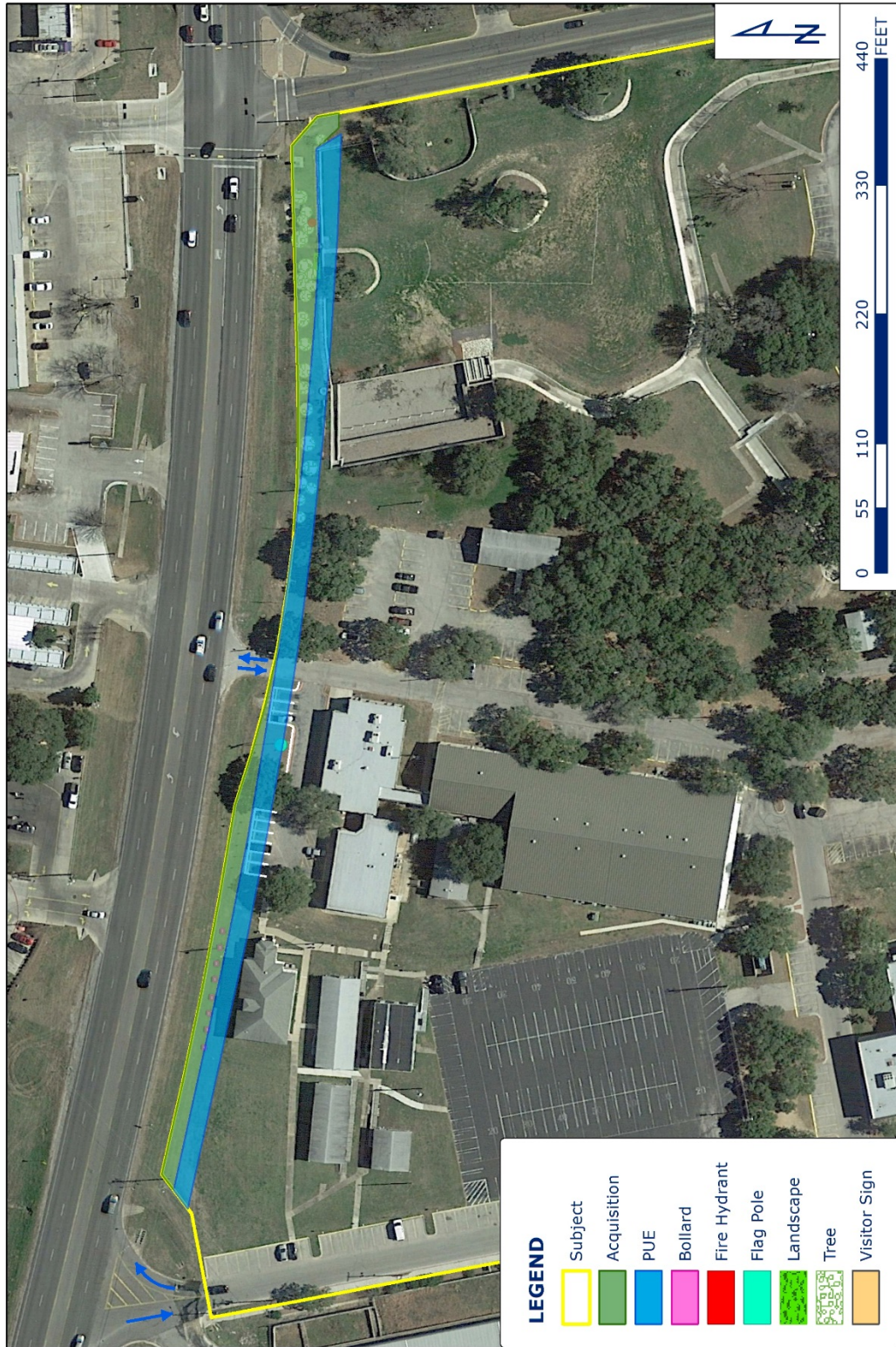


WHOLE PROPERTY CLOSE UP
PARCEL 5 RM 620
RRISD

This image is for visual purposes only and may not align properly with Subject boundary and/or acquisition area.

alterra design group
land planners + consultants
7600 N Capital of Texas Highway
Building B, #210 Austin, TX 78731
512.225.9227

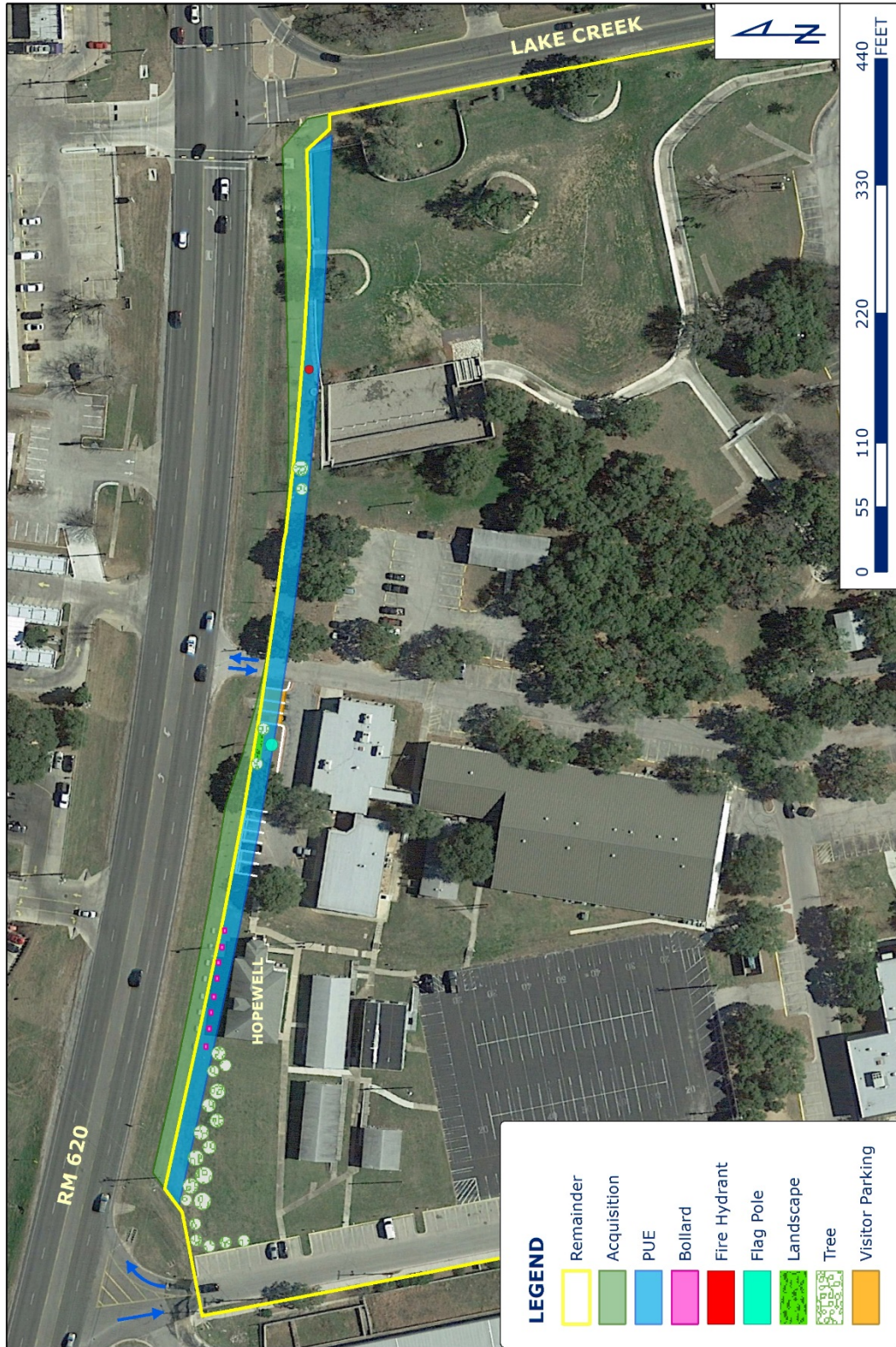
Figure 8: Acquisition Close Up



ACQUISITION CLOSE UP
PARCEL 5 RM 620
RRISD

This image is for visual purposes only and may not align properly with Subject boundary and/or acquisition area.

Figure 9: Remainder Land Plan



REMAINDER PLAN
PARCEL 5 RM 620
RRISD

This image is for visual purposes only and may not align properly with Subject boundary and/or acquisition area.





City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Transmap Corporation for traffic sign data collection services.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$174,969.81

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5210

The Transportation Department seeks to contract with Transmap Corporation for traffic sign data collection, additional value system 5 pavement, optional pavement software and training, and project management. A request for proposals was issued and Transmap Corporation will provide the best value for these services to the City.

Cost: \$174,969.81

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2018-5210

WHEREAS, the City of Round Rock desires to retain professional consulting services related to traffic sign data collection, and

WHEREAS, Transmap Corporation has submitted an Agreement for Professional Consulting Services to provide said services, and

WHEREAS, the City Council desires to enter into said agreement with Transmap Corporation,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Traffic Sign Data Collection with Transmap Corporation, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 8th day of March, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR
TRAFFIC SIGN DATA COLLECTION
WITH
TRANSMAP CORPORATION**

THE STATE OF TEXAS

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THIS AGREEMENT for professional consulting services related to traffic sign data collection (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and TRANSMAP CORPORATION, located at 5030 Transamerica Drive, Columbus, Ohio 43228 (the "Consultant").

RECITALS:

WHEREAS, City desires to contract for Consultant's professional services generally described as providing traffic sign data collection services; and

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, desires to contract for such professional services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall be for a period of twelve (12) months from the effective date. City reserves the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

2.01 PROPOSAL FOR SERVICES

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being appended to this Agreement as Exhibit "A" titled "Scope of Work," which document is attached hereto and incorporated herein by reference for all purposes.

3.01 SCOPE OF SERVICES

A. Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in accordance with due care and prevailing consulting industry standards for comparable services.

B. Consultant will be available to meet with the City, and other project partners as requested by the City, on a periodic basis to assess the progress of the Scope of Work, and at such time Consultant will provide the City with Consultant's opinions and recommendations for successfully completing the services.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A" and herein, and may not be changed without the express written agreement of the parties. Notwithstanding anything herein to the contrary, the parties agree that City retains absolute discretion and authority for all funding decisions, such to be based solely on criteria accepted by City which may be influenced by but not be dependent on Consultant's work.

5.01 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit "A." Total payment to the Consultant shall not exceed **One Hundred Seventy-Four Thousand Nine Hundred Sixty-Nine and 81/100 Dollars (\$174,969.81).**

6.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Consultant 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 the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, 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 Consultant 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 the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

9.01 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that either party may terminate this Agreement for convenience, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated

profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the parties to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

10.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response and as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

11.01 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or

any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

12.01 CITY'S RESPONSIBILITIES

Full information: The City shall provide full information regarding project requirements. The City shall have the responsibility of providing Consultant with such documentation and information as is reasonably required to enable Consultant to provide the services called for. The City shall require its employees and any third parties who are otherwise assisting, advising or representing the City to cooperate on a timely basis with Consultant in the provision of its services. Consultant may rely upon written information provided by the City and its employees and agents as accurate and complete. Consultant may rely upon any written directives provided by the City or its designated representative concerning provision of services as accurate and complete.

Required materials: Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

13.01 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

14.01 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or

regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

15.01 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

16.01 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

17.01 INDEMNIFICATION

Consultant and the City each agree to indemnify, defend and hold harmless the other from and against amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible property to the extent arising out of the indemnitor's negligence in the performance of this Agreement.

Consultant agrees to indemnify, defend and hold harmless the City from and against any and all amounts payable under any judgment, verdict, court order or settlement for Third Party claims of infringement of any trade secrets, copyrights, trademarks or trade names alleged to have occurred and arising from the deliverables provided by Consultant to the City in connection with the performance of this Agreement. Should the City's use of such deliverables be determined to have infringed, Consultant may, at its option: (i) procure for the City the right to continue using such deliverables provided or (ii) replace or modify them to make their use non-infringing while yielding substantially equivalent results. If neither of the above options is or would be available on a basis that is commercially reasonable, then Consultant may terminate this Agreement, the City shall return such deliverables provided, and Consultant will refund to the City the fees paid for the deliverables provided. This infringement indemnity does not cover claims arising from the combination of such deliverables with products or services not provided by Consultant; the modification of such deliverables by any person other than Consultant; deliverables complying with or based upon (1) designs provided by or at the direction of the City or (2) specifications or other information provided by or at the direction of the City; or use of systems, materials or work performed in a manner not permitted hereunder or by another obligation of the City to Consultant.

The indemnities in this section are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which gives rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to participate in the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling a claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel.

18.01 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 may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

19.01 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, 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. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel at any term of this Agreement.

21.01 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

22.01 DESIGNATION OF REPRESENTATIVES

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

Gary Hudder, Transportation Director
City of Round Rock
2008 Enterprise Drive
Round Rock, TX 78664
(512) 218-7044

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

Howard Luxhoj, PE
Transmap Corporation
5030 Transamerica Drive
Columbus, OH 43228

23.01 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 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 Consultant:

Transmap Corporation
5030 Transamerica Drive
Columbus, OH 43228

Notice to City:

City Manager, City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

24.01 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 Texas.

25.01 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

26.01 DISPUTE RESOLUTION

The City and Consultant 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.

27.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of 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 of 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 Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28.01 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business

practices.

29.01 GRATUITIES AND BRIBES

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

30.01 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 an anticipatory repudiation of this Agreement.

31.01 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a

waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Transmap Corporation

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



January 23rd, 2018

City of Round Rock, Texas
Attn: Mr. Mike Schurwon, CPPB, CTPM
221 East Main Street
Round Rock, TX 78664-5299

Subject: Best and Final Offer
RFP No. 18-001 Traffic Sign Data Collection Services

Mr. Schurwon:

Thank you for allowing Transmap to propose our Best and Final Offer. As part of our offer, we have attached pricing for the following items based on the 394-centerline file provided to Transmap by the City of Round Rock;

- Traffic Sign Data Collection
- Additional Value System 5 Pavement
- Optional Pavement Software and Training
- Additional Value

The City asked for Additional Value System 5 Pavement pricing based on our initial Go-To-Meeting. The two items that were not on this sheet were Network Setup and Review and Project Management. Network Setup and Review is the process of taking the City's centerline file and formatting it in the proper Network, Branch, and Sections for loading into MicroPAVER. As part of this task, Transmap will have to "clean" the City's centerline file intersection to intersection, making it pseudo node free. The other task is Project Management, which is priced as our standard rate, which was already listed in Additional Value. These tasks are reflected in the offer.

Another task needed in Pavement Management is Reporting. The task list the City sent back to Transmap in a letter, did not include the Reporting task. In order to achieve a turnkey solution, the Reporting task which includes budget scenarios with maps, is needed. The Pavement Management Practice Definition "Boot Camp" is the task that enables Transmap to perform reporting based on the City's needs and business process.

Transmap is scheduled to drive 394 centerline miles in the City of Round Rock. All tasks are based on the roads and miles scheduled to drive. Roadway infrastructure cannot be

extracted on roads or alleys that are not driven by our vehicle. As part of this offer, we have also sent a printed centerline map and review document. The City needs to sign off on the map because the file will be loaded into the vehicle for mapping purposes.

The City did not list LiDAR or Street Level Orthophotography as items they would like Transmap to deliver. We want to make sure the City is not interested in having delivered LAS and MrSID (street level) files. The pricing for these items is listed in the Additional Value pricing sheet.

The total project cost is \$174,969.81 with Traffic Sign Data Collection and Additional Value System 5 Pavement. If the City agrees to the total project cost Transmap will discount the entire project 3% as a Best and Final Offer. This would bring the project total to \$166,392.83. As part of the BAFO a 5% contingency was requested by the City. The contingency total is \$8,576.98.

Please feel free to call with any questions. I can be contacted at hluxhoj@transmap.com or on my mobile at (614) 886-4100.

Best regards,



Howard Luxhoj, PE
President and CEO
Transmap Corporation

City of Round Rock, TX
Traffic Sign Data Collection (Best and Final)

1) Sign Data Collection Project

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	System 6 Shipping (units = lump sum)	Transmap will ship system 6 to data collection area - setup and testing of system 6 before initial data collection	1	\$1,500.00	\$1,500.00
1b	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = ~centerline miles based on City GIS data)	Raw roadway data and image capture - 360-degree image view of all roadways (ROW) with Ladybug5 Ultra HD panoramic solution. Ground-based LIDAR (100% roadway coverage) - Price includes image delivery and access to web based viewer	394	\$71.00	\$27,974.00
1c	Sign Extraction (units = per sign panel) Rates based on standard attributes	Transmap is a partner with Cityworks and understands the formatting needed to support the integration of signs and poles - Standard attributes include; street name, unique ID, unique ID (street centerline), MUTCD code, daytime condition, facing direction, flashers (yes,no)	11,467	\$2.18	\$24,998.06
1d	Pole Extraction (units = per post) Rates based on standard attributes	Transmap is a partner with Cityworks and understands the formatting needed to support the integration of signs and poles - Standard attributes include; street name, unique ID, unique ID (street centerline), pole type	5,993	\$1.09	\$6,532.37
1e	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name so all data is linked for Cityworks integration - If any other GIS formatting is required Transmap may need to add more hours	24	\$99.00	\$2,376.00
1f	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, ArcGIS Online project tracking, kick off meeting, phone support throughout project.	47	\$99.00	\$4,653.00
Subtotal					\$68,033.43

**City of Round Rock, TX
Additional Value System 5 Pavement (Best and Final)**

2) Pavement Management

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline Miles)	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage all through lanes - 360-degree image view of all roadways (ROW) with Ladybug5 Ultra HD solution. Ground-based LiDAR (100% roadway coverage all through lanes) - Price includes image delivery and access to web-based viewer	394	\$37.99	\$14,968.06
2b	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer. Delivery of Crack Map orthophotography and City-wide rutting in GIS format (All Through Lanes)	1	\$7,985.00	\$9,895.00
2c	ASTM D6433 Compliant Network Level Pavement Condition Index (PCI) Rating (units = management sections)	Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)	7,279	\$6.47	\$47,095.13
2d	MicroPAVER Scope of Work				
	MicroPAVER Load (units = lump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts - MicroPAVER is the only system that is the official PCI (ASTM D6433) calculation	1	\$2,250.00	\$2,250.00
	MicroPaver Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER (this includes linking PCI data to Esri centerline). Transmap will clean centerline file so the file is intersection to intersection pseudo node free	22	\$108.00	\$2,376.00
	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations.	1	\$995.00	\$995.00
	On-Site MicroPAVER I Training (units = days) Expenses included	Transmap will provide MicroPAVER I training - This is a 2-day class that goes over every phase of MicroPAVER work flow.	2	\$3,200.00	\$6,400.00
2e	Pavement Management Practice Definition "Boot Camp" (price is lump sum)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans	1	\$3,500.00	\$3,500.00
2f	Reporting (units = hours)	Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity - pavement performance curve included	44	\$137.00	\$6,028.00
2g	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking website, phone calls, overall project coordination and updates - Kick-off meeting	101	\$99.00	\$9,999.00
Subtotal					\$103,506.19

Transmap Corporation

**City of Round Rock, TX
5% Contingency Best and Final**

January 23, 2018

3) 5% Contingency

1) Sign Total	\$68,033.43
2) Pavement Total	\$103,506.19
3) Contingency (5% of 1+2)	\$8,576.98
Less Discount (3% of 1+2)	<u>\$5,146.79</u>
<i>Total Project Cost</i>	\$174,969.81



City of Round Rock, TX - Centerline Breakdown

Total Centerline miles: 393.571 miles

Query Used:

"MAINT_AUTH" = 'ROUND ROCK' AND
"STATUS" = 'OPEN'

Field

Shape_STLe

Statistics:

Count: 4390
Minimum: 7.814853
Maximum: 6084.273666
Sum: 2078055.22102
Mean: 473.361098
Standard Deviation: 406.482743
Nulls: 0

Frequency Distribution

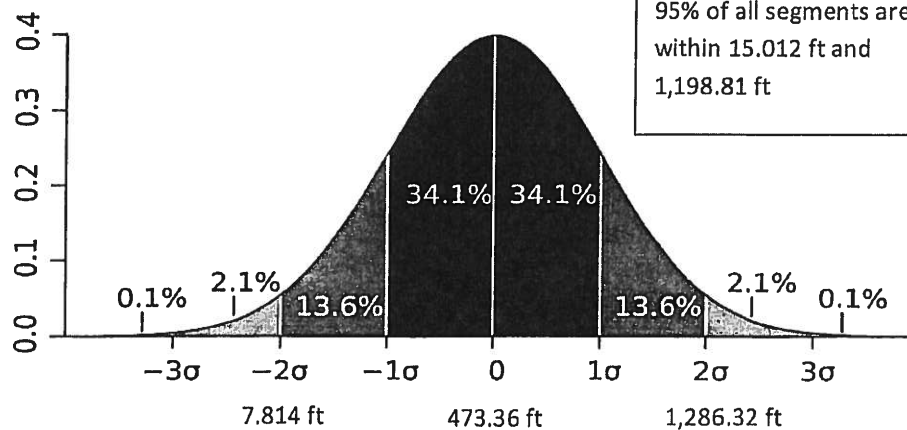
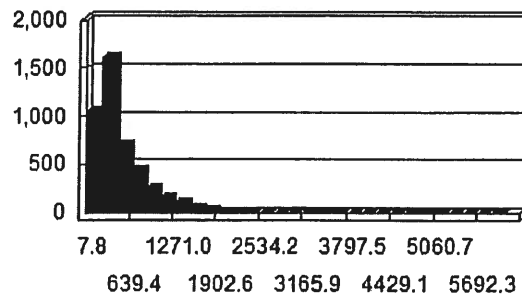


Exhibit "A"
Proposal

City of Round Rock TX 2018 Basemap Review



Approved By: _____

Date: _____
(Please Sign in Blue Pen)

Total Centerline Miles: 393.571 miles

— Scheduled To Drive
— Other Roads

Exhibit "A"
Proposal



0 0.5 2 Miles

trans map

5030 Transamerica Drive | Columbus, OH 43228
Tel: (614) 481-0729 | Fax: (614) 481-0117
www.TRANSMAP.com

Prepared by: Cigro-Louis Bada
Round Rock, TX
Created On: 01/16/2018

Letter of Transmittal

roadway inventory • asset management • integration



December 1st, 2017

City of Round Rock, TX

Attn: Mr. Mike Schurwon, CPPB, CTPM

221 East Main Street, Round Rock, TX 78664-5299

RE: Traffic Sign Data Consulting Services, RFP No. 18-001

Mr. Schurwon:

Thank you for allowing Transmap to propose our solution. We are pleased to present the City of Round Rock with our response to your Request for Proposal. Transmap has read and understands the tasks described in the City of Round Rock's RFP. We have **no conflict of interest** with our clients because we do not sell sign sheeting to supplement our data collection (differentiating us from material suppliers). **We own our own equipment, so a sub-contractor is not needed.** Outlined below are a few key features that you will find beneficial in qualifying Transmap as the best provider for your sign data collection consulting services:

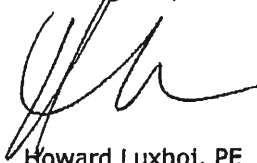
- **Local Texas Experience** - City of Baytown, City of Corpus Christi, City of Killeen, City of Midland, City of El Paso, City of Stephenville, City of Conroe, City of Schertz, City of Sugar Land - Roadway asset management is all we do - Excellent sign project references - FHWA and TXMUTCD compliance experience (nighttime assessments)
- **Team** - Core team has over 21 years of experience - PhDs, PEs, and GISPs on staff - GIS-centric asset management solution

Exhibit "A"
Proposal

- **Transmap/Cityworks Partnership** - Cityworks Strategic Partner for over 12 years - 2015 Cityworks AMS Training completion – *Project Manager has experience formatting and integrating Texas sign data into Cityworks*
- **ArcGIS Online** - 20 Year Esri Public Works Solutions Partner - Collector Apps - Web & map-based GIS reporting - Easy to share and update data – Training
- **Open Source** - With an increasingly changing software environment, Transmap's open source policy allows for data to be seamlessly implemented into *any software system* - **Transmap is your total solution provider from data collection to maintenance planning**
- **Technology Focused** - **Dual systems** (Ladybug5 30MP + HD LIDAR, ~1 million points/sec, **8,000 x 4,000** pixel resolution) - Street Level Orthophotography

Please do not hesitate to call with any questions or for further assistance. As President and CEO, I am authorized to make representations for Transmap Corporation. For a digital copy of our response and to see a video, please log on to tmap.pro/RR.

Best regards,



Howard Luxhoj, PE

President and CEO

Transmap Corporation

Authorized Contact:

Howard Luxhoj, PE

President and CEO

hluxhoj@transmap.com

614-886-4100 (mobile)

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Columbus, Ohio 43228 • P: (614) 481-6799
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Rocky Point Drive E.
Suite 200 • Tampa, FL 33607

Chicagoland Office • 222 W.
Merchandise Mart Plaza, Suite 1225
Chicago, IL 60654

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- **Project Timeline: Page 17**

Experience and Qualifications: Page 18

Proposal Cost: Page 23

References: Page 25

Attachment A

Attachment B

Project Approach to Work Plan & Scope of Work

Introduction

Our approach to the project utilizes our mobile mapping technology and our years of experience with MUTCD, Esri (GIS), and Cityworks to provide the City with the best sign management solution. Transmap has read and understands the required attributes for each sign and pole listed in the City of Round Rock's RFP. We have knowledge of TX MUTCD codes, through our vast Texas sign project experience. Transmap will perform a sign and pole inventory that will include locating and classifying the full inventory of all City of Round Rock owned or maintained traffic signs and poles inside the city limits. *This will include all ground mounted, signal mounted and gantry mounted signs. The pole inventory will include the coordinates of the pole, classification of pole type (MUTCD ID number) attached to each pole, and required Cityworks attribution.* **All classifications of the City's signs will be captured. Transmap will update the City's current sign inventory data.** The following information describes our approach, mobile-mapping technology and extraction tools in detail.

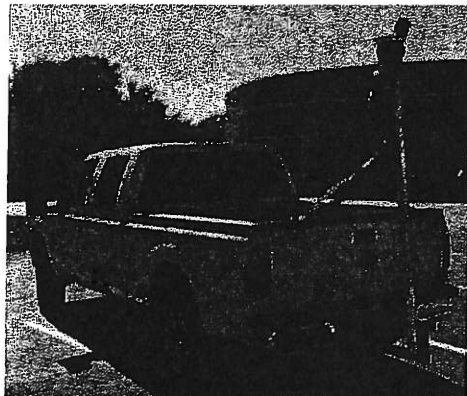
Cityworks
Partner Network

 **esri**
Public Works
PARTNER

System 6 Mobilization

Once the Notice to Proceed is given to Transmap, the System 6 mobile mapping vehicle will begin its mobilization to the City of Round Rock. **Transmap can complete this project in under 43 days.**

Our mobile mapping personnel work as a two-man team in the field on ten-day shifts. Our team works closely with the customer to make sure your needs are met. Our project kick-off meeting will be part of our mobilization. Transmap has performed a centerline review from the City's GIS file, found on your website (*centerline review document is clipped to the back cover*).



Having an accurate centerline file loaded into the mapping vehicle, ensuring all City roads are collected, is necessary for a successful project.

- **Total City Miles - 622.762**
- **Query used "Road_Class" = City street**

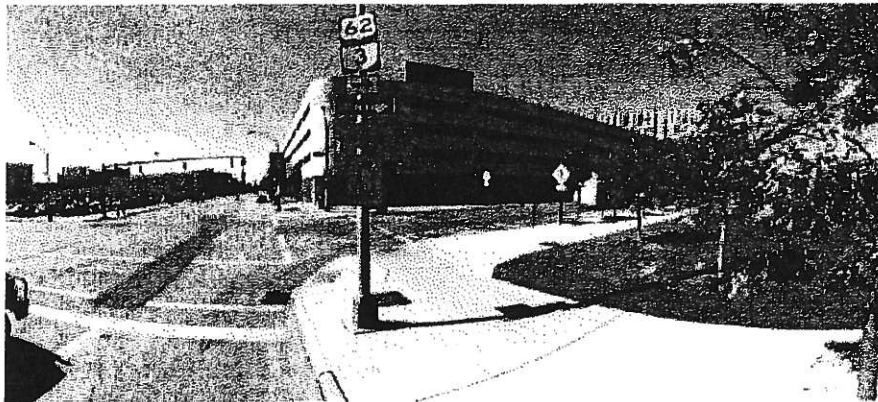
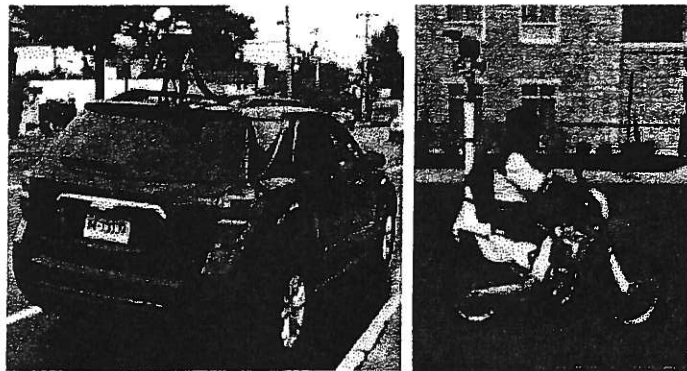
Project Management: Kick-Off Meeting

Transmap will hold a kick-off meeting at the City of Round Rock with the City's Project Manager and other staff members before the project begins. This meeting will help summarize the understanding of the project as negotiated in the contract. Additional meetings will be scheduled as needed when reaching major milestones of the project.

System 6 - The ON-SIGHT™ Mobile Mapping System (Dual Systems)



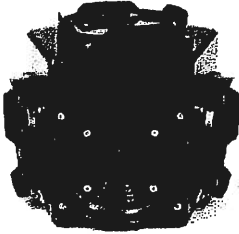
Right-of-Way (ROW) images on both sides of each roadway will be captured for a 360-degree view of the road.

- 100% coverage of every through lane
- Ladybug5 camera system - Panoramic Images
- 8,000 x 4,000 pixel resolution
- Street level orthophotography



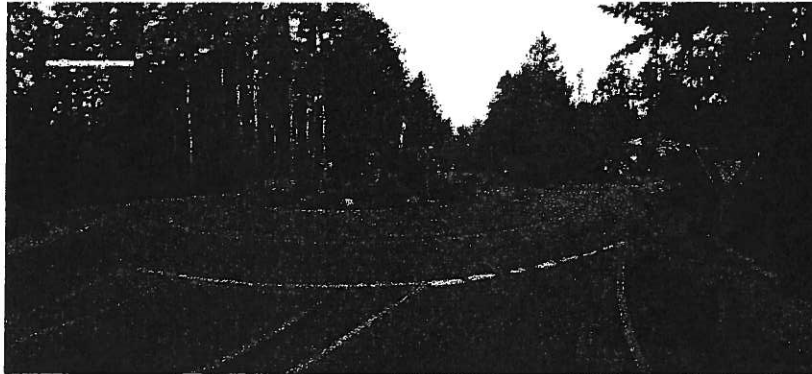
**Ladybug5 View
Exhibit "A"
Proposal**

The following table includes a list of technical specifications for *Transmap's System 6*. **All equipment is owned and operated by Transmap.** We have multiple vehicles in our fleet and can complete the City's desired timeline.

<p>Transmap's System 6 Introduction</p> <ul style="list-style-type: none"> • Allows for the data collection on roads and areas that are not usually accessible with traditional mapping vehicles, such as trails, alleys, and bikeways • Ladybug5 • Velodyne LIDAR • Sub-meter GPS absolute accuracy (1-2 feet) 	
<p>High Definition Reference LiDAR (Velodyne)</p> <ul style="list-style-type: none"> • Collects ~1,000,000 points of data every second • Used to determine roadway asset locations and characteristics. <p style="text-align: right;">Velodyne[®] LiDAR</p>	
<p>Ladybug5 Camera Systems</p> <ul style="list-style-type: none"> • 30 MP resolution (8,000 x 4,000 pixel resolution) • ROW images on both sides of each roadway • 360-degree view of the road • 100% coverage of every through lane • Panoramic view • Condition assessment <p style="text-align: right;"> <small>POINT GREY 100%</small> LADYBUG5 <small>100% PANORAMIC CAMERA MAPPING SYSTEM</small> </p>	

ON-SIGHT™ HD Imaging Deliverable

Transmap's images are open source. The Ladybug Images, as a deliverable, provide our customers with our **panoramic 8,000 x 4,000 pixel resolution images**. Our online panoramic image viewer is pictured.



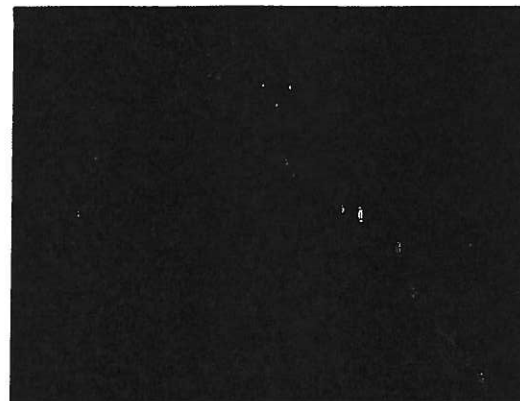
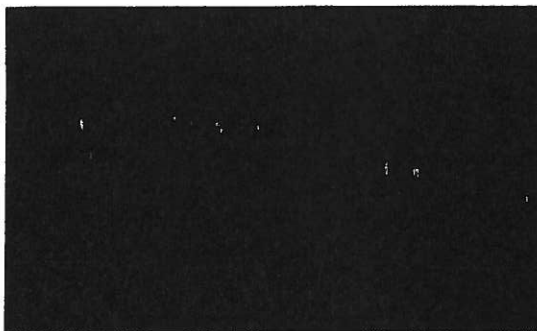
Panoramic Image Viewer

QC for ON-SIGHT™ HD Imaging

Transmap performs daily quality control checks for all ON-SIGHT™ HD data. Each day, the GPS data is processed, reviewed, and backed up. Image quality is reviewed to ensure the required condition assessment and sign identification can be met. If images are deemed in poor condition, they will be re-collected.

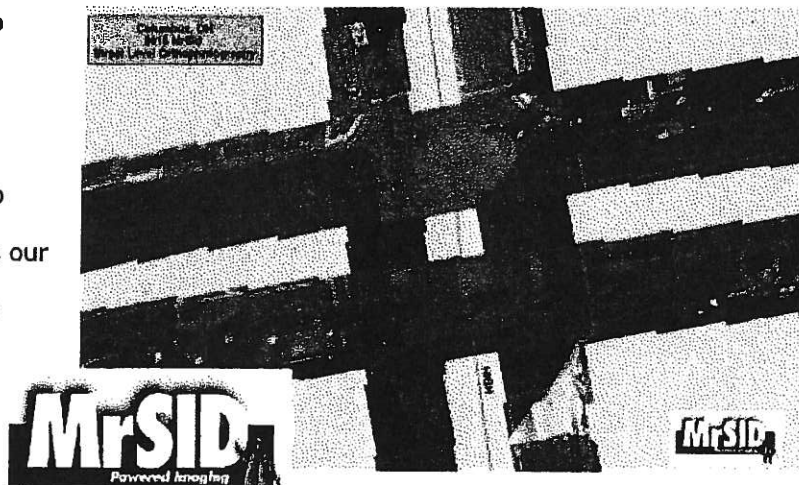
High Definition LiDAR (Velodyne) Data

- High definition LIDAR sensor
- ~1,000,000 points of data every second
- Used to determine sign and pole locations and characteristics
- Yellow and green depicted in images represents reflectivity of signs
- LIDAR can be a deliverable to the City



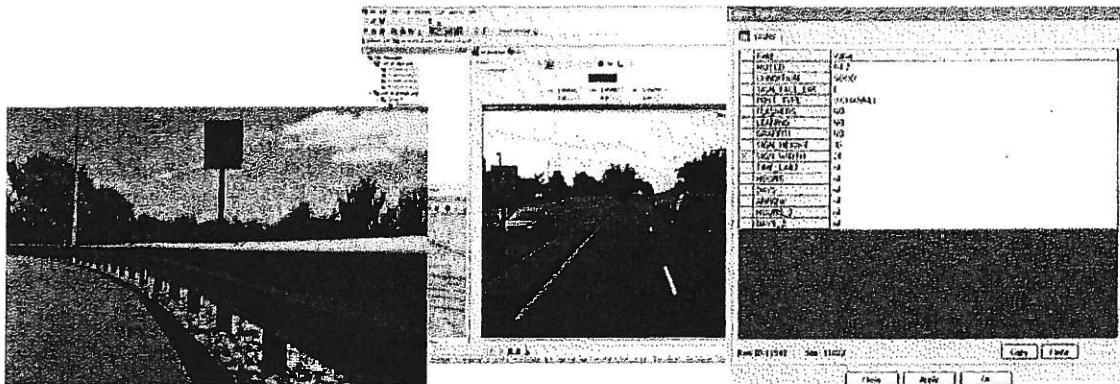
Street Level Orthophotography

We have the unique capability to turn our panoramic images into street level orthophotography. We use street level orthophotography as a tool to help extract attribution and location of assets. With our partner LizardTech, Transmap uses GeoExpress to compress our street level orthos into MrSID files, which saves storage space, time, and money.



Citywide Sign Inventory: Manage Your Compliance

Once the LIDAR and images are processed, the attribution process begins. Through our technology and our expert employees, Transmap can meet and exceed the data requirements for the condition assessment of the City's signs and poles. Transmap understands that all signs must be in compliance with the current edition of the **Manual on Uniform Traffic Control Devices (MUTCD)** and **Texas Manual on Uniform Traffic Control Devices (TXMUTCD)**. The in-house sign and pole extraction software allows our technicians to analyze the sign and post, while our backend database has dropdown fields to eliminate "fat finger" mistakes. Transmap is able to meet and exceed the required sign and pole attribution that the City requested. The image and LIDAR data will include each travel direction for the roadways inventoried.



Standard Transmap attributions include:

- Sign identification number
- Sign style and type
- Location (GPS coordinates)
- Street name
- Unique ID (Street centerline)
- Pole type
- Daytime condition rating
- MUTCD code
- Facing direction
- Flashers (yes, no)

Transmap will provide the City with the additional requested attributes, mentioned in the City's RFP, which include:

- Dimensions
- Date of Installation (Supplied by City)

Quality Assurance/Quality Control

With more than 21 years of experience and a highly trained GIS staff, Transmap has mastered the quality assurance process. Our highly regarded quality control methodology ensures that our customers receive a quality product that exceeds their expectations.

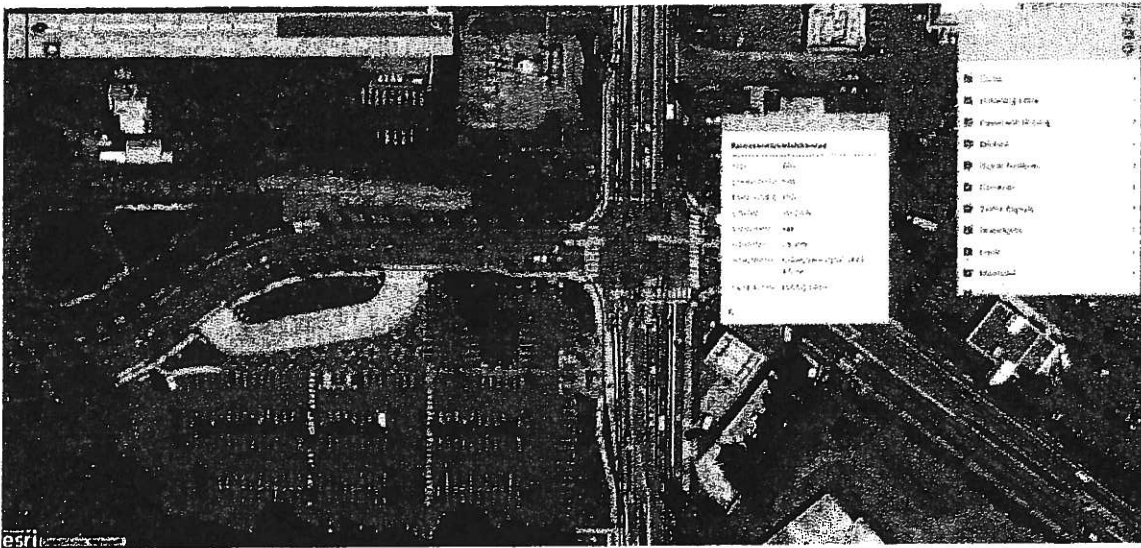
- Quality Control (QC) performed on 20% of signs by senior GIS staff
- Location QC review with orthophotography
- Database review by GIS analyst
- Built in GIS tools to look for blank or incomplete attributes

ArcGIS Online Data Review

Transmap will set up ArcGIS Online, so the City can review sign data and images before delivery. All image locations, with external Transmap hosted image links, will be available for the City to view.



ArcGIS Online



ArcGIS Online Roadway Asset Viewer

GIS Traffic Sign Geodatabase: ArcGIS Online

Everything Transmap produces is in an Esri format. As a standard, Transmap provides a delivered ArcGIS file geodatabase of assets (signs) and of all image locations with links to those images, so the City can view data on their internal GIS system.

Sign Inventory and Management System

Transmap will assist the City with their ArcGIS online environment. As part of this system, we suggest the use of Esri's ArcGIS Collector App. The collected signs will be set up so they can be viewed through mobile devices, desktops, servers, and the web. Transmap will format and set up all measured signs in ArcGIS Online, and the City of Round Rock will have the ability to



ArcGIS Online



edit certain fields to update the sign data. Our data will seamlessly integrate with the City's GIS system. Transmap uses ArcGIS Online as a web viewer for the Image data, and will migrate image links to the City's local GIS servers City-owned ArcGIS Online.

"This is fantastic...Transmap is doing some amazing stuff." - David Totman, Esri's Public Works Industry Manager.



Recommended Mobile Field Device

Transmap recommends that the City uses the ArcGIS Online mobile collector app. This app can be configured, so that field personnel can edit certain fields and have the ability for drop down and check box fields. This will help eliminate mistakes in the field. The preferred mobile device is an iPad because of the touch screen ease of use. ***Also, the iPad has the ability to provide the City with sub-meter GPS accuracy.***

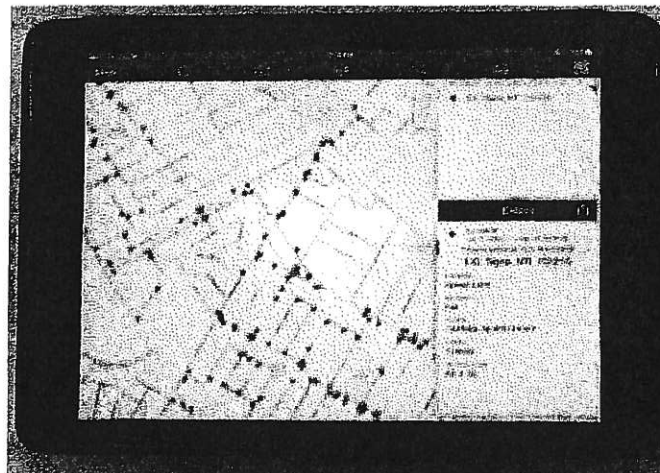
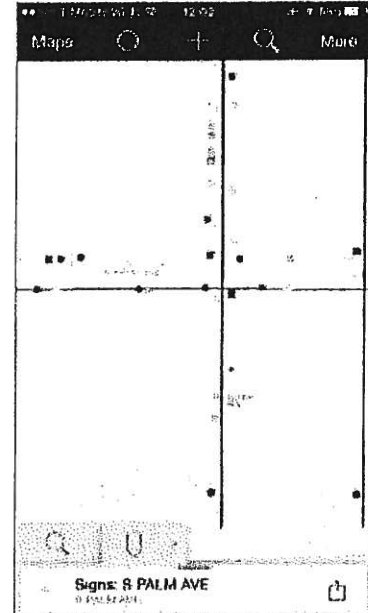
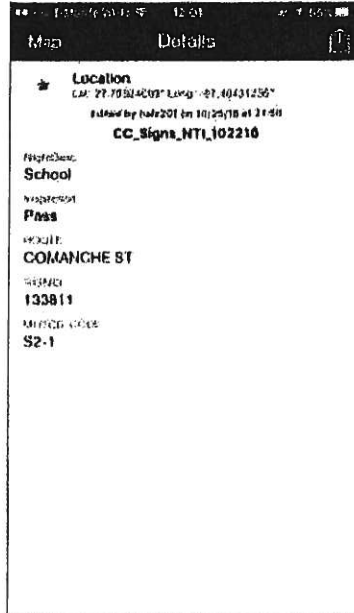
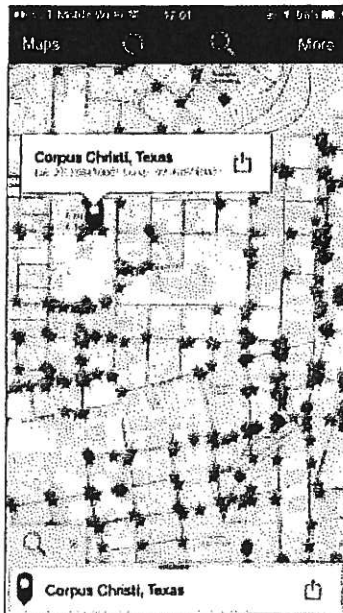


Exhibit "A"
Proposal



ArcGIS Online Collector App

ArcGIS Online Training

Since Transmap is a **20-year business/development partner with Esri**, we will review best practices on the structure and set up of ArcGIS Online with the City. Transmap will be available to support the City with any questions regarding the system. At the conclusion of this project, additional training and support can be provided on an ongoing basis to continue assisting the City for years to come. A successful GIS and Asset Management system will provide many benefits to the City.



Cityworks Asset Management Software

Transmap understands the City utilizes Cityworks as their asset management software. **We can integrate any**

collected assets into

Cityworks (Killeen, TX

signs pictured). Transmap

is a total solution provider

and has been a Cityworks

Strategic Partner for over

12 years. Our key personnel

have completed 2015

Cityworks AMS training. We

are a Silver Sponsor every

year at the Cityworks User Conference.

Cityworks®
Partner Network



"Transmap has been a Cityworks Strategic Partner for over 12 years. Their continuing support at our User Conferences and User Group Meetings is greatly appreciated. Cityworks and Transmap have completed several successful pavement and asset management projects together and their data integrates seamlessly with Cityworks."

"Transmap is the only Cityworks Strategic Partner of its kind for pavement and asset management data collection."

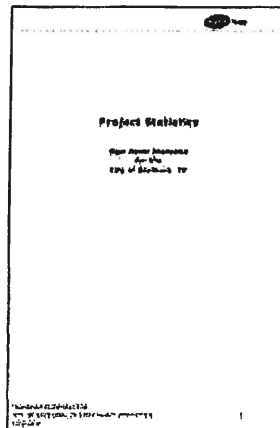
- Brent Wilson, Vice President of Sales



Standard Reporting

Transmap can customize reporting to fit the client's needs. Our reporting is **both tabular and map-based**. We are a GIS company and believe that the best way to express the data is in full size, **easy-to-interpret GIS maps with colors that represent good, fair, or poor conditions**.

As requested in the City's RFP, Transmap will recommend a sign replacement plan for the City.



Sign Post Type		
Attribute Description	Count	%
All Post Types	9928	100%
Post-Arm	339	3.415%
Post-Arm Pole	129	1.299%
Round Post	892	8.985%
Span Wire	106	1.085%
Steel Pole	272	2.74%
U-Channel	154	1.551%
Unit Strut	7924	79.815%
Wooden Pole	38	0.383%
Wooden Post	24	0.242%
Other	40	0.403%

Sign Condition		
Attribute Description	Count	%
All Conditions	9541	96.102%
Good	153	1.541%
Fail	80	0.695%
Poor	27	0.272%
Graffiti	5	0.05%
Missing	133	1.34%
Not Visible		

City of Baytown, TX Sign Statistics

101374	5175	S4-1A	HUSTLIN HORNET DR	DEBRA LN	WALDRON RD	10465	82	Fail	Replace
100185	4590	W1-1L	CABANA EAST ST	CABANA NORTH AVE	COMMODORES DR	10147	88	Missing	Replace
101376	5177	S5A-2-CG	HUSTLIN HORNET DR	DEBRA LN	WALDRON RD	10465	82	Fail	Replace
100187	4592	W14-1	CABANA NORTH AVE	DEAD END	CABANA EAST ST	P0043	88	Fail	Replace
100188	4593	W1-1R	CABANA NORTH AVE	CABANA EAST ST	SWORDFISH ST	10146	88	Fail	Replace
100189	4594	W13-1	CABANA NORTH AVE	CABANA EAST ST	SWORDFISH ST	10148	88	Fail	Replace
101380	5181	W4-2	HUSTLIN HORNET DR	DEBRA LN	WALDRON RD	P00253	82	Missing	Replace
100195	4595	R8-3A	CABANA EAST ST	COMMODORES DR	CABANA NORTH AVE	10161	88	Fail	Replace
101388	5187	W-Other	GLENOAK	SOUTH SEA DR	WALDRON RD	10469	82	Missing	Replace

CorpusNightTime_FailedSigns2_TableToExcel

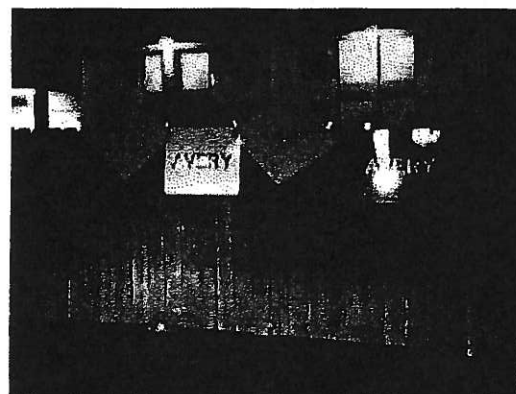
City of Corpus Christi, TX Nighttime Failed Signs

Communication and Project Management

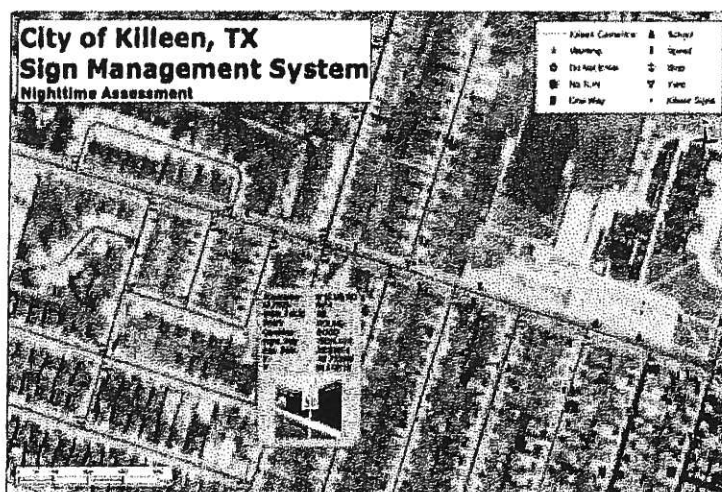
Transmap will provide the City of Round Rock's Project Manager with weekly, monthly, and milestone reports, as well as informal communications on a day-to-day or every-other-day basis. We have a great set of references who will agree that our specifications are the most valuable of all. These specifications have a tremendous impact on our customers getting what they desire.

Optional Nighttime Retroreflectivity Assessment

Transmap is able to use the MUTCD nighttime visual inspection requirements to assess the retroreflectivity of each sign (or specific signs requested by the City) along with a daytime condition assessment. Transmap follows the usual methods (Calibration Signs Procedure and Consistent Parameters Procedure) of using a two-person crew of trained personnel to *inspect signs at night*. While one person is driving, the other evaluates the signs and records the information needed. **A retroreflectivity rating of "good" or "replace" will be assigned to each sign inventoried.** Transmap most recently completed nighttime assessments for the City of Killeen,



TX, the City of Corpus Christi, TX, the City of Greenville, NC MPO, the City of Delray Beach, FL, the City of Santa Barbara, CA, the City of Rialto, CA, the City of Rockford, IL, City of Ann Arbor, MI, the City of Shoreline, WA, the City of Bozeman, MT, Allegheny County, PA, and Evansville, IN MPO.



Project Timeline

Transmap has the unique capability to shift project personnel according to specific timelines. Some of our current projects are long-term, repeat customers who allow us to adjust schedules. Therefore, we will allocate the most qualified technicians to complete this project well within your timeline. Since this type of collection, assessment, and GIS implementation is all Transmap does, we do not foresee any issues, other than weather, that would prevent us

from meeting the City's time schedule.

Transmap owns and operates its own equipment. If necessary, we can mobilize another vehicle with LIDAR and panoramic cameras to expedite the collection process to meet an aggressive timeline.

Schedule	
Transmap Corporation Traffic Sign Data Collection Round Rock, TX Day Schedule	
Task	# of Days
Notice to Proceed	1
Project Kick-off Meeting	1
City Staff needs to be part of Kick-off	TBD
System 6 Shipping	2
ON-SIGHT Raw Data Collection	16
Sign Extraction Including QA/QC	19
Pole Extraction Including QA/QC (picked up with signs)	N/A
GIS Integration	3
Geodatabase Delivery	1
ArcGIS Online Setup and Training	2
Transmap Project Management (on-going during project)	
Geodatabase Sign and Pole Delivery in 43 Days *Project will start when notice to proceed is accepted Total sign data collection project will take approximately 2 months, weather and City staff availability permitting. Depending on project start date, Transmap may modify day schedule because of corporate project load. BOLD text represents critical paths that the City needs to be involved in	

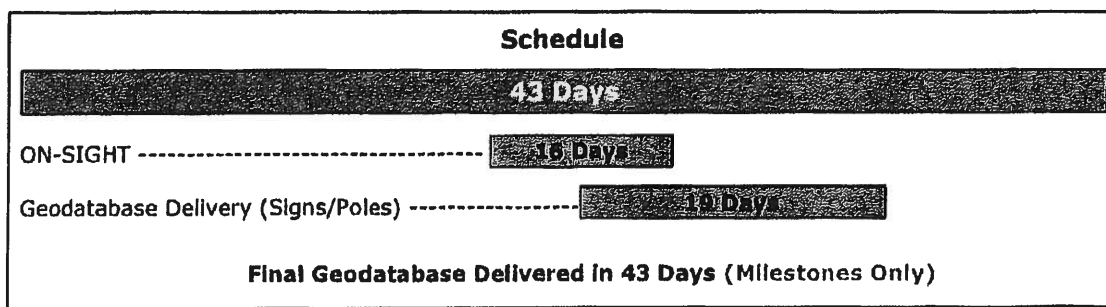


Exhibit "A" Proposal

Experience and Qualifications

Transmap has over 23 years of pavement and roadway asset management experience. Our core management staff has been working together for 21 years. *All of our projects are similar in scope to the City of Round Rock's RFP.* Transmap is a national provider of professional, technical, and management support services to the transportation industry.

The focus of Transmap's services is directed towards city-owned and county-owned transportation systems in order to provide the highest quality infrastructure management solutions. Transmap specializes in the mobile data collection, processing, analysis and inventory of roadway assets (e.g., traffic signs).

Project Manager:

Craig Schorling, GISP

Vice President

cschorling@transmap.com

614-537-6297 (mobile)

Transmap's Key Staff

Transmap Team Member	Role	Years of Experience	Degree	Data Collection	Condition Assessment	Esri Integration
Howard Luxton, PE	President and CEO	21	B.S. Environmental Engineering - The Ohio State University	✓	✓	✓
Craig Schorling, GISP	Vice President/Project Manager	24	B.A. Geography/Minor in Business State - University of New York at Albany	✓	✓	✓
Chris Crocker	Operations Manager/Assistant Project Manager	11	B.S. Geographic Information Science - Ohio University	✓	✓	✓
Tony March, PE	Senior Reporting Analyst	44	B.S. Civil Engineering - The Ohio State University	✓	✓	✓
Claire-Louise Bode, MS	GIS Specialist	4	B.S. Geography - The Ohio State University, M.S. Applied Geography - University of Louisville	✓	✓	✓
(9) GIS/Field Technicians	GIS/Field Operations	1-5	A variety of Bachelor degrees including GIS and Geography	✓	✓	✓

Resumes

The following pages include resumes for the majority of Transmap's Key Staff members.

Exhibit "A" Proposal

**President and CEO
Project Principal**



Howard Luxhoj, PE

Mr. Luxhoj is the President and CEO of Transmap Corporation and provides extensive engineering and transportation experience. He works to ensure constant communications with the client, sub-consultants, project team members and regulatory agencies from project inception through completion.

He has expert knowledge of GIS products, database tools, asset management databases and commercial asset management systems. He is also well schooled in the requirements pertaining to GASB-34 and NPDES, legacy system databases, project consulting, technical staff for data collection, pavement and asset inventory systems and system integration.

21 Years of Experience

Education and Training

B.S. Engineering - Environmental

The Ohio State University

MicroPAVER Advanced Training

2011-2014

LTAP Center 2011-2014

Registrations

Model Law Engineer (MLE)

NCEES Record #46928

Professional Engineer (FL, OH, NC)

APWA Member - Ohio

FCC - KD8TVB

Texas Roadway Asset Project Experience

City of Midland, TX 2013, 2015, 2017 - Roadway asset (signs) management - Training

City of Sugar Land, TX 2016 - Roadway asset management

City of Stephenville, TX 2015 - Roadway asset management

City of Corpus Christi, TX 2015 - Roadway asset (signs) management - Nighttime sign assessment - Training

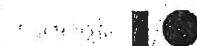
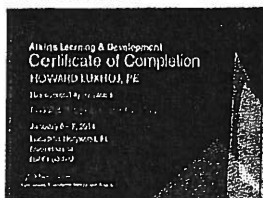
City of Baytown, TX 2015 - Sign management - Training

City of Killeen, TX 2013 - Roadway asset (signs) management - Nighttime sign assessment - Training

City of Conroe, TX 2012 - Roadway asset/pavement management

City of El Paso, Texas 2001-2011 - Roadway asset management - Training

City of Schertz, TX 2010 - Roadway asset management - Training



**Exhibit A
Proposal**

Vice President



24 Years of Experience

Education and Training

B.A. Geography

Minor in Business State

University of New York at Albany

2015 Cityworks Administrator

Training

LTAP Center 2011-2014

Registrations

URISA GISP Certified 2006

URISA Leadership Academy 2008

Local Council Presentations

City of Stephenville, TX 2016

City of Killeen, TX 2014

Craig Schorling, GISP

Mr. Schorling provides Transmap Corporation with sound fundamentals in both GIS project management and client development. He employs his extensive experience with Esri products, database tools, asset management databases, commercial pavement and asset management systems, project consulting, system implementation and training, and customer support to provide project management for many of Transmap's clients. Craig's background includes 14 years of experience in a management capacity and a combined 24 years of experience using and developing GIS tools. He also has experience running the mobile mapping vehicle, pavement and asset collection software and CMMS implementation.

Texas Roadway Asset Project Experience

City of Midland, TX 2013, 2015, 2017 - Roadway asset (signs) management - Training

City of Sugar Land, TX 2016 - Roadway asset management

City of Stephenville, TX 2015 - Roadway asset management

City of Corpus Christi, TX 2015 - Roadway asset (signs)

management - Nighttime sign assessment - Training

City of Baytown, TX 2015 - Sign management - Training

City of Killeen, TX 2013 - Roadway asset (signs) management -

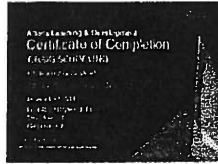
Nighttime sign assessment - Training

City of Conroe, TX 2012 - Roadway asset/pavement management

City of El Paso, Texas 2001-2011 - Roadway asset management

- Training

City of El Paso, TX 2010 - Roadway asset management - Training



Operations Manager



11 Years of Experience

2015 Cityworks Administrator

Training

QA/QC

Roadway Asset Reporting

Education and Training

B.S. Geographic Information
Science

Ohio University

Chris Crocker

As Operations Manager, Mr. Crocker has provided presentations and maps of deliverables, involved the client when elaboration was necessary, created project schedules, and used the client's project priorities as the guideline. He has also performed post-processing of GIS data to ensure quality control and appropriated staff to meet goals for timely deliveries. Mr. Crocker has vast experience with running the mobile mapping vehicle, asset collection software, CMMS implementation, training, asset analysis, and QA/QC experience.

Texas Roadway Asset Project Experience

City of Midland, TX 2013, 2015, 2017 - Roadway asset (signs) management - Training

City of Sugar Land, TX 2016 - Roadway asset management

City of Stephenville, TX 2015 - Roadway asset management

City of Corpus Christi, TX 2015 - Roadway asset (signs)

management - Nighttime sign assessment - Training

City of Baytown, TX 2015 - Sign management - Training

City of Killeen, TX 2013 - Roadway asset (signs) management -
Nighttime sign assessment - Training

City of Conroe, TX 2012 - Roadway asset/pavement management

City of El Paso, Texas 2001-2011 - Roadway asset management
- Training

City of Schertz, TX 2010 - Roadway asset management - Training

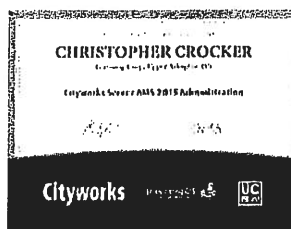


Exhibit A

Proposal



4 Years of Experience

Centerline Review
Street Level Orthophotography
GIS Client Support
Asset QA/QC
Map Based Reporting

Education

B.S. Geography
The Ohio State University
M.S. Applied Geography
University of Louisville

Conferences

NC GIS Conference 2017
NACE 2017
National APWA/PWA 2017
Ohio GIS 2017
Cityworks 2016
North Carolina APWA 2016

Claire-Louise Bode, MS

As Transmap's GIS Specialist, Ms. Bode has collected and analyzed distresses and features of many miles of roadway. Utilizing her expert knowledge of GIS products, database tools, asset management databases and commercial asset management systems, Ms. Bode has provided critical support in the development and integration of valuable pavement and asset data. She is in charge of QA/QC of all asset deliveries (signs, signals, linears, etc.) and leads Transmap's team in making GIS and map deliverables.

GIS Management Experience

- Assists in the production and delivery of detailed maps to customers for roadway asset (sign) reporting
- Creates and analyzes street level orthophotography
- Provides QA/QC support for roadway assets (signs)
- Participates in on-site client meetings and training
- Heads all customer centerline reviews

Recent Projects

City of Midland, TX 2017 - Roadway asset management
City of Sugar Land, TX 2016 - Roadway asset management
City of Baytown, TX 2015 - Roadway asset management
City of Palm Bay, FL 2016 - Roadway asset management
City of Boca Raton, FL 2016 - Roadway asset management
City of Greer, SC 2016 - Roadway asset management
City of Sammamish, WA 2016 - Roadway asset management

Exhibit "A"

Proposal

Proposal Cost

The following section includes Transmap's pricing model and additional value. The tables include tasks, descriptions, and comments. Using our 300 plus customer database with 23 years of data, we calculate the estimate to complete (ETC) for each project.

City of Round Rock, TX Traffic Sign Data Collection

1) Sign Data Collection Project

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	System 6 Shipping (units = lump sum)	Transmap will ship system 6 to data collection area - setup and testing of system 6 before initial data collection	1	\$1,500.00	\$1,500.00
1b	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = ~centerline miles based on City GIS data)	Raw roadway data and image capture - 360-degree image view of all roadways (ROW) with Ladybug5 Ultra HD panoramic solution. Ground-based LIDAR (100% roadway coverage) - Price includes image delivery and access to web based viewer	623	\$71.00	\$44,233.00
1c	Sign Extraction (units = per sign panel) Rates based on standard attributes	Transmap is a partner with Cityworks and understands the formatting needed to support the integration of signs and poles - Standard attributes include; street name, unique ID, unique ID (street centerline), MUTCD code, daytime condition, facing direction, flashers (yes,no)	11,467	\$2.18	\$24,998.06
1d	Pole Extraction (units = per post) Rates based on standard attributes	Transmap is a partner with Cityworks and understands the formatting needed to support the integration of signs and poles - Standard attributes include; street name, unique ID, unique ID (street centerline), pole type	5,993	\$1.09	\$6,532.37
1e	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name so all data is linked for Cityworks integration - If any other GIS formatting is required Transmap may need to add more hours	24	\$99.00	\$2,376.00
1f	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, ArcGIS Online project tracking, kick off meeting, phone support throughout project.	47	\$99.00	\$4,653.00
Subtotal					\$84,292.43

**City of Round Rock, TX
Additional Value**

Additional Value

Task	Description	Comments	Transmap Units	Transmap Price	Total
	LIDAR Processing (units = lump sum)	Transmap will process all the collected LIDAR data into LAS files that can be brought into Autocad or ArcGIS as point cloud data (This is Real Time LIDAR data).	1	\$7,885.00	\$7,885.00
	Street Level Orthophotography (units = lump sum)	Transmap will process all the Ladybug images into street level orthos and deliver MrSID formatted orthophotography.	1	\$5,700.00	\$5,700.00
	Enhanced Project Management (units = hours)	Additional project management at customer request - Weekly project updates, more on-site meetings, etc.	1	\$99.00	
	Pass 2 (units = centerline miles) Rates based on standard attributes	Sidewalks, curbs & gutter, ADA ramps	623	\$72.00	\$44,856.00
	Pass 3 (units = centerline miles) Rates based on standard attributes	Drop Inlets, curb inlets, manholes, fire hydrants	623	\$69.95	\$43,578.85
	Pass 4 (units = centerline miles) Rates based on standard attributes	Signals and poles, street lights	623	\$64.95	\$40,463.85
	Pass 5 (units = centerline miles) Rates based on standard attributes	Striping/Markings, Shoulders, Crosswalks	623	\$74.50	\$46,413.50
	Pass 6 (units = centerline miles) Rates based on standard attributes	Transmap will collect ROW trees, medium trees and tree stands.	623	\$72.00	\$44,856.00
	Per Asset Pricing (units = per asset)	Transmap can extract any additional assets at a per asset cost.	1	\$2.18	

Task	Description	Comments	Transmap Units	Transmap Price	Total
	Nighttime MUTCD Sign Collection (units = hours)	Nighttime Assessment (Good, Replace) amount of hours based on estimated number of regulatory and warning signs based on standards	129	\$99.00	\$12,771.00

References

Recent Sign Inventory Projects

City of Killeen, TX *	City of Corpus Christi, TX *	City of Baytown, TX
City of Schertz, TX	City of Conroe, TX	City of Midland, TX
Kings County, CA	City of Fresno, CA	City of Hanford, CA
City of Santa Barbara, CA *	City of Irvine, CA	City of Redwood City, CA
City of Simi Valley, CA	City of Rialto, CA *	City of Bozeman, MT *
City of Greenville, NC *	City of Wilmington, NC	City of Ann Arbor, MI *
Manatee County, FL	City of Delray Beach, FL *	Jefferson County, NY
Oconee County, SC	Jefferson County, KY	City of Louisville, KY
Evansville, IN MPO *	City of Buffalo, NY	Erle County, NY
Franklin County, OH	City of Kettering, OH	City of Huber Heights, OH
City of Milton, GA	City of Rockford, IL *	Allegheny County, PA *
City of Shoreline, WA *	City of Shreveport, LA	City of Suffolk, VA

* MUTCD Compliance Retro-reflectivity



Transmap/Cityworks Project Partnerships

City of Killeen, TX	City of Midland, TX	City of El Paso, TX
City of Schertz, TX	City of Alexandria, VA	City of Newport News, VA
Putnam County, FL	Pasco County, FL	City of Richmond, VA
Manatee County, FL	City of Shreveport, LA	City of Suffolk, VA
City of Mesa, AZ	Greenville County, SC	City of Sammamish, WA
City of Twin Falls, ID	City of Durham, NC	City of Shoreline, WA
City of Bozeman, MT	Town of Carolina Beach, NC	City of Ann Arbor, MI
Allegheny County, PA	City of Raleigh, NC	City of Dublin, OH

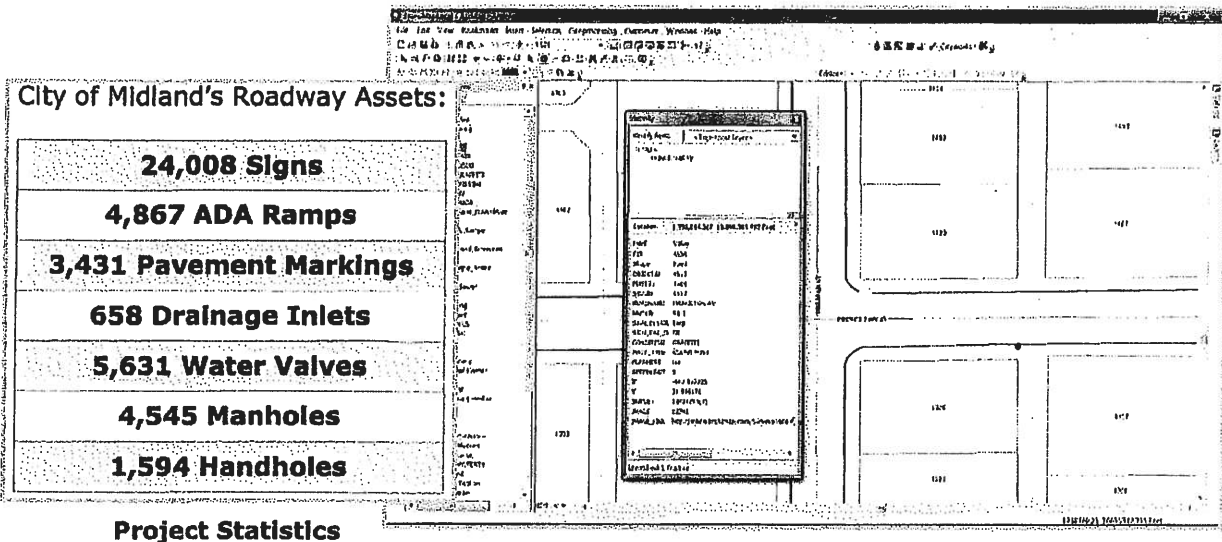
Project Profiles

The following pages include project profiles for similar completed projects by Transmap.

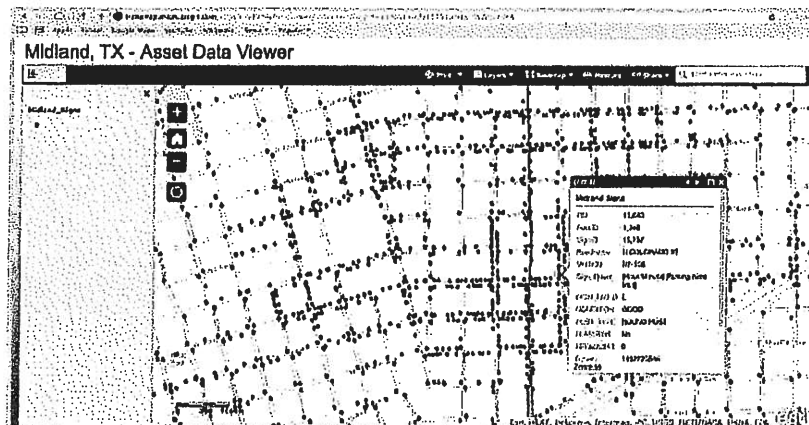
The project profiles include the information requested in the City's RFP. Our project team resumes are included after the project profiles.



City of Midland
Midland, Texas



Cityworks Sign Service Request - City of Midland



CLIENT REFERENCE:

Gabe McClelland

300 N. Loralne St.

P.O. Box 1152

Midland, TX 79702

(432) 685-7983

gmcclelland@midlandtexas.gov



2015: A complete assessment of the City of Midland's **roadway assets** was performed by Transmap, which included signs, pavement markings, crosswalks, ADA ramps, manholes, sidewalks, curbs, and guardrails. All the collected data was loaded onto an ArcGIS Online project tracking site, and an on-site kick off meeting was held. All asset data was formatted and loaded into Cityworks.

2014 & 2017: Transmap was selected to perform pavement inspections on the City's **633 centerline miles** of roadway.

Exhibit "A"
Proposal



City of Corpus Christi
Corpus Christi, Texas



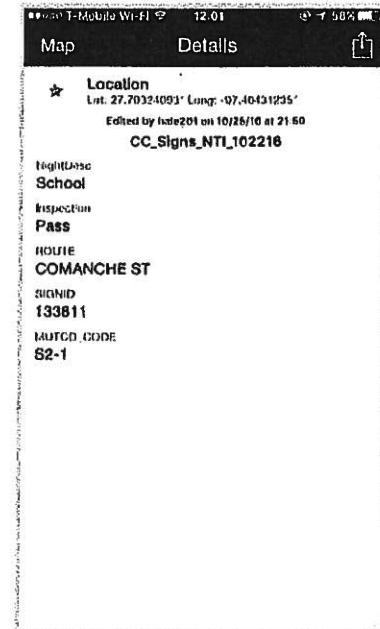
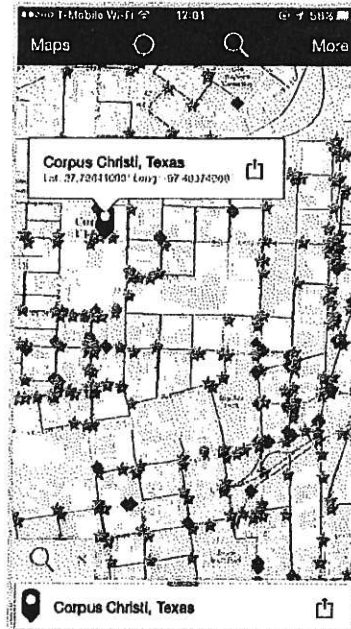
ArcGIS Online

CLIENT REFERENCE:

Jerry Shoemaker
Senior Program Manager
Engineering Services
1201 Leopard Street
Corpus Christi, TX 78401
(361) 675-0964
jerrys2@cctexas.com

"You folks provided us with a great package that may now be explored at leisure. I really appreciate the effort Transmap put forth for us. I believe we were successful. Keep up the good work."

Jeff Rotman, Project Manager



ArcGIS Online Collector App

2015: Transmap established a comprehensive roadway asset and pavement management program for the City of Corpus Christi's **1,234 miles** of roadway by performing the following tasks:

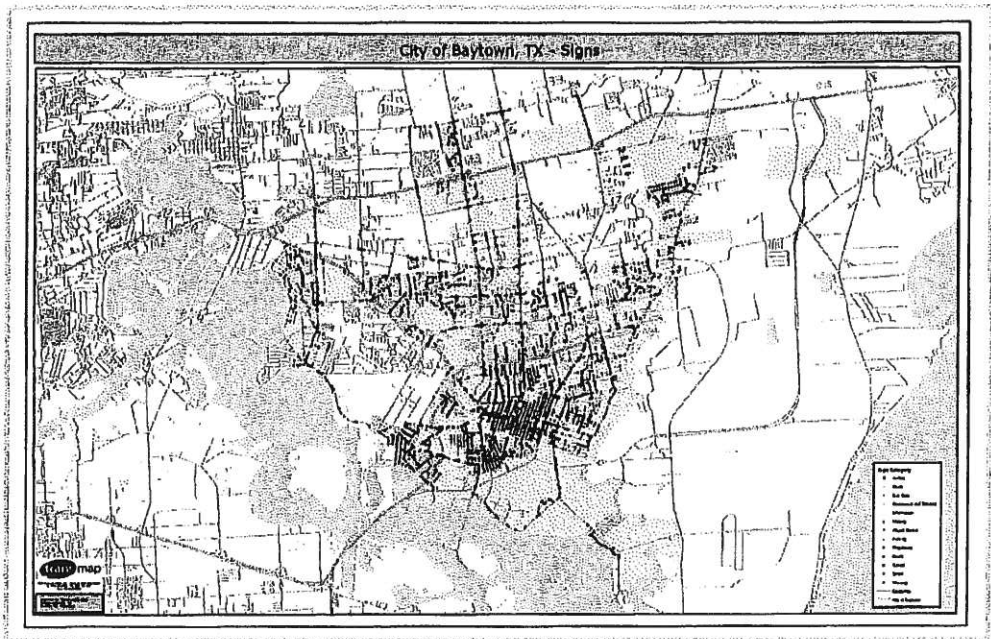
- Utilized an Ultra HD Imaging system complete with **Ladybug5 30MP** panoramic cameras and **HD LIDAR**
- Both sides of the road driven for **100% coverage**
- Set up the City to view all collected images in a web-based environment
- **ArcGIS Online Project Site**
- Collected data for roadway assets such as signs, **pavement striping and pavement marking**
- An MUTCD compliant **nighttime retroreflectivity assessment** for all signs was completed in 2016.

Tabular and GIS maps created.

Exhibit "A"
Proposal



City of Baytown
Baytown, Texas



CLIENT REFERENCE:

Kevin Harvill

Assistant Public Works Director

2123 Market Street

Baytown, TX 77520

(281) 420-7180

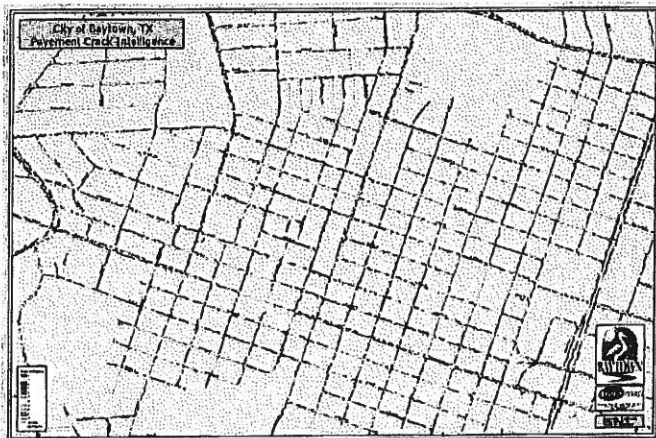
kevin.harvill@baytown.org

2015: Transmap successfully inventoried **320 centerline miles** of pavement and roadway assets.

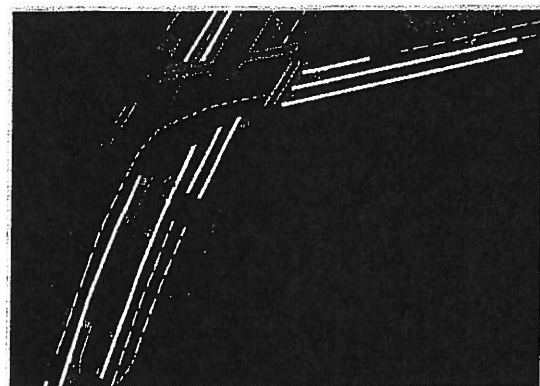
- Signs, curbs, manholes, pavement markings, ADA ramps, sidewalks, gutters and striping collected
- ArcGIS Online project site set up for the City



ArcGIS Online



Pavement Crack Intelligence Map



LIDAR Data (Striping)

Exhibit "A"
Proposal



City of Killeen
Killeen, Texas



CLIENT REFERENCE:

John Koester

Director of Street Services

2003 Little Nolan Road

Killeen, Texas 76541

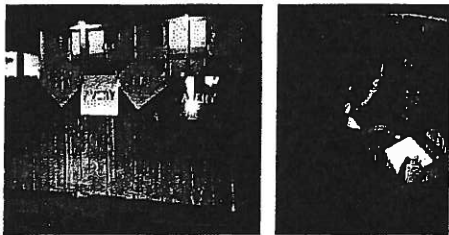
(254) 501-7777

jkoester@ci.killeen.tx.us



Sign Nighttime Assessment Map

Nighttime Sign Assessment



"It was a pleasure working with Transmap on our Street Condition Assessment and other asset collection needs. They provided the data we are looking for and it will allow us to move forward in a proactive manner."

John Koester

City Council Presentation

In May 2014, Transmap helped the City of Killeen prepare their budgets and presented PCI findings at a City Council meeting.

**CITY OF KILLEEN, TX
PAVEMENT MANAGEMENT SYSTEM RESULTS**



2014: MUTCD nighttime sign assessment completed

2013: Successfully inventoried 522 centerline miles of roadway with our mobile mapping vehicle, using our *Ultra* HD imaging system and ground-based LIDAR.

- Transmap collected traffic signs, pavement markings, ADA ramps, pavement striping, and sidewalks.
- All of the City's data was formatted to be implemented into Cityworks.
- Transmap set up an **ArcGIS Online site** with all images and distress data loaded, so the City of Killeen can view their data in a cloud environment.

**Exhibit A
Proposal**

CLIENT REFERENCE:

Jay Carter

Project Manager

305 Chestnut Street, 5th Floor

Wilmington, NC 28402

(910) 341-7899

jay.carter@wilmingtonnc.gov



Sign LIDAR Data

**The City of Wilmington received a
\$22 million bond over 4 years
because of Transmap's reporting
and analysis.**

**(Note: The City of Wilmington was
receiving \$750,000 per year before
Transmap's analysis.)**



**"The asset survey completed by
Transmap provided data that has
proven essential to the development
and implementation of the City's Sign
Management System required to meet
the FHWA requirements."**

Randall Glazier

Sign and Marking Engineer

Phase I - 2011: Transmap successfully inventoried 428
centerline miles of **signs** and pavement with our mobile
mapping vehicle.

- Using ground-based LIDAR and HD
photogrammetric images, Transmap extracted
over 18,000 signs with robust attribution.

- Used real photogrammetric measurements combined
with additional walk-out inspections
- Tabular and GIS maps delivered
- ArcGIS Online project site provided to the City

Phase II - 2015: Pavement re-inspection completed.

- Detailed LIDAR data was processed into cloud point data
for the City. Transmap collected all ROW and medium
trees and linked the data to the City's centerline file.

Exhibit "A"
Proposal



City of Round Rock, TX – Centerline Breakdown

Total Project Centerline Miles: 622.762 miles

Query used:

"ROAD_CLASS" = 'CITY STREET'

Total number of segments over 1,000 ft: 637

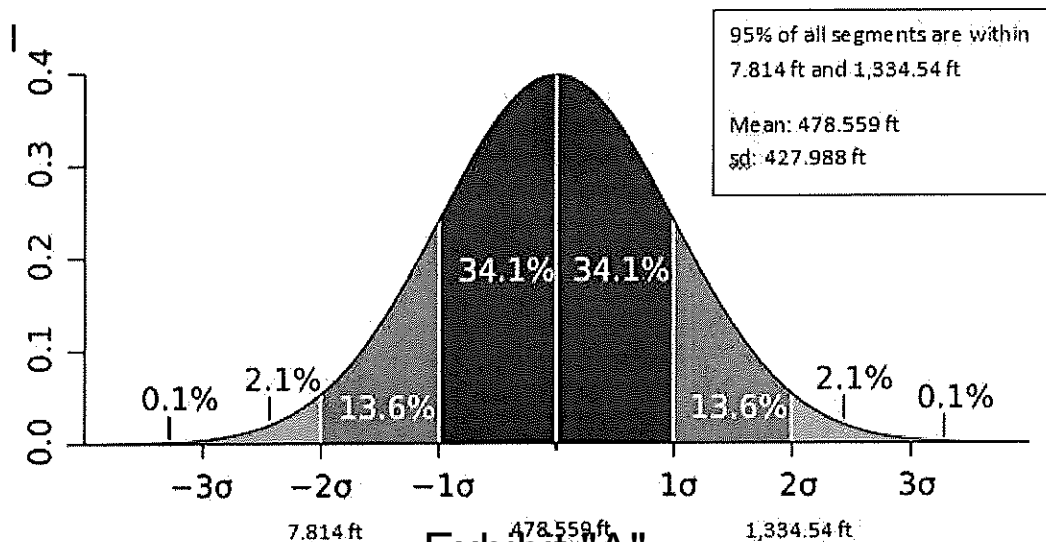
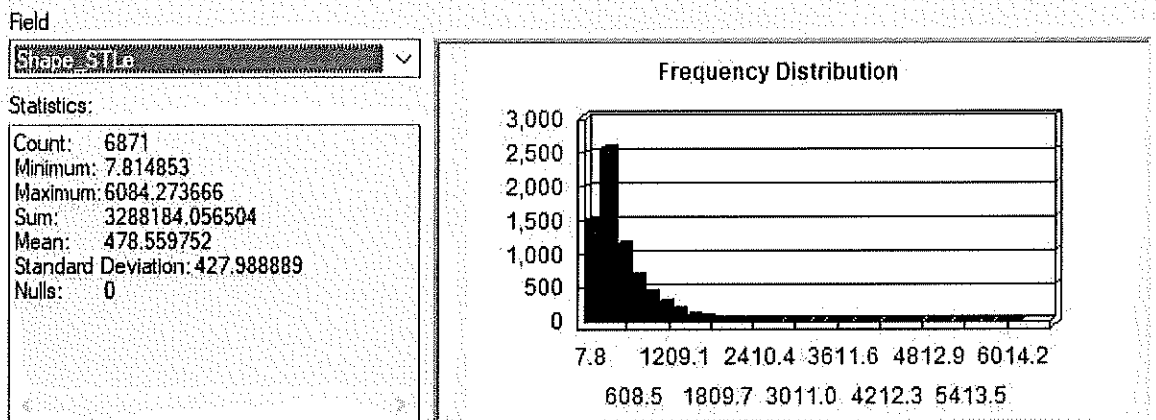


Exhibit "A"
Proposal

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Transmap Corporation
Columbus, OH United States

Certificate Number:
2018-308145

Date Filed:
01/31/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Sign/Pavement Data Collection
Sign/Pavement Data Collection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Transmap Corporation	Columbus, OH United States	X	

5 Check only if there is NO Interested Party.

☐

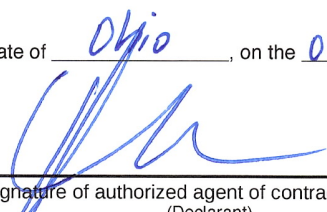
6 UNSWORN DECLARATION

My name is HOWARD LUXHOJ, PE, and my date of birth is 10/30/1972.

My address is 5030 Transamerica Dr, Columbus, OH, 43228, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Franklin County, State of Ohio, on the 01 day of Feb, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.7

Title: Consider a resolution establishing a Chapter 380 Economic Development Program for RRTX Lake Creek Hotel, LP.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2018-5239

This resolution establishes a Chapter 380 Economic Development program for RRTX Lake Creek Hotel which must be done prior to entering into a Chapter 380 incentive agreement. A subsequent item contains the incentive agreement and details of that agreement.

RESOLUTION NO. R-2018-5239

WHEREAS, RRTX Lake Creek Hotel, LP, (“LCH”) has expressed to the City of Round Rock (“City”) its desire to locate an upscale boutique hotel (“Hotel”) to 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 LCH a §380.001 Program in exchange for LCH locating the “Ruby Hotel” 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 8th day of March, 2018.

CRAIG MORGAN, 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 **RRTX Lake Creek Hotel, LP** (“LCH”) in exchange for LCH's locating an upscale boutique hotel (“Hotel”) in the City of Round Rock are as generally outlined below:

1. LCH’s obligations:
 - 1.1. LCH agrees to purchase a tract of land containing approximately 3.0 acres (the “Property”), as described in Exhibit 1.
 - 1.2. LCH agrees to construct the Hotel and convention center with 39 hotel rooms (the “Project”).
 - 1.3. LCH agrees to invest at least \$4,500,000 in Project improvements.
 - 1.4. LCH agrees to employ at least 35 full-time equivalent employees in the Hotel.
2. City’s obligations:
 - 2.1. City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to LCH within thirty (30) days after LCH submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and HOT Tax returns reflecting the tax generated by the Project and actually paid to the City. The EIPs will be a percentage of the HOT tax collected by LCH and actually paid to the City as set forth below:

<u>Year</u>	<u>Percentage of HOT Tax Paid</u>
2019	75%
2020	75%
2021	50%
2022	50%

- 2.2. City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to LCH within thirty (30) days after LCH submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and Ad Valorem Tax returns reflecting the tax generated by the Project and actually paid to the City. The EIPs will be a percentage of the Ad Valorem Tax actually paid to the City as set forth below:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2019	75%
2020	50%
2021	50%
2022	50%

- 2.3 City shall waive up to \$13,000.00 in development application fees.
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: F.8

Title: Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with RRTX Lake Creek Hotel, LP.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: City Manager's Office

Text of Legislative File 2018-5240

This item pertains to an incentive agreement RRTX Lake Creek Hotel, LP (Ruby Hotel). For the past few years, Council has looked to have a boutique hotel locate in the Downtown Round Rock area. The Ruby Hotel will locate along Brushy Creek investing a minimum of \$4,500,000 to create a new 39 room upscale boutique hotel. This agreement requires the Ruby Hotel to spend at least \$4,500,000 on real property in Round Rock and create twenty (25) jobs for the duration of this agreement. This agreement calls for the City to make economic incentive payments equal to the project's hotel motel tax generated during the first four years (75% year one, 75% year two, 50% year three, and 50% year four). This agreement also calls for the City to make economic incentive payments equal to the projects property tax generated during the first four years (75% year one, 50% year two, 50% year three, and 50% year four), in addition to the waiver of up to \$13,000 of development fees for the project. The agreement does have claw-backs in place to recapture these incentives if the company does not fulfill their obligation.

RESOLUTION NO. R-2018-5240

WHEREAS, RRTX Lake Creek Hotel, LP (“LCH”) plans to construct a boutique hotel in the City which will provide jobs and additional tax base (“Project”); 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 LCH will expend significant sums to construct and operate the Project in conformance with the City’s development approvals for the Project, 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 LCH, 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 8th day of March, 2018.

CRAIG MORGAN, 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 _____, 2018, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("**City**"), and **RRTX Lake Creek Hotel, LP**, a Texas limited partnership ("**LCH**").

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 LCH in recognition of the positive economic benefits to the City through LCH's development of approximately 3.0 acres of land, as more particularly described on the attached **Exhibit C** ("**Property**") as an upscale boutique hotel containing 35 hotel rooms, the ("**Project**") (the Program Resolution and the Authorizing Resolution being collectively referred to herein as the "**City Resolutions**"); and

WHEREAS, the purpose of this Agreement is to promote tourism and the convention and hotel industry as contemplated by Chapter 351 of the Texas Tax Code, and to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby LCH intends to construct, develop and operate the Project in conformance with the City's development approvals for the Project, and;

WHEREAS, LCH intends to invest approximately \$4,500,000.00 in improvements to real property in the City; and

WHEREAS, LCH intends to hire for the Project at least 25 new full-time and/or full-time equivalent employees as defined by **Section 2.3** of this Agreement; and

WHEREAS, the City agrees to provide Economic Incentive Payments (as defined below) to LCH 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 LCH 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 LCH proceeds with the development of the Project. The City acknowledges that LCH is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to develop the Project.

2. **Definitions.**

2.1 “**Economic Incentive Payment(s)**” (“**EIPs**”) means all of the payments required to be paid by the City to LCH under the Program and this Agreement, as well as the amount of any development application fees waived.

2.2 “**Effective Date**” is the date this Agreement is executed to be effective by the City and LCH.

2.3 “**Full Time Equivalent Employee**” (“**FTE**”) means a combination of employees, each of whom individually is not a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE’s shall include original hires or their replacements over time.

2.4 “**HOT Tax**” means the City’s Hotel Occupancy Tax imposed by the City pursuant to Chapter 351 of the Texas Tax Code.

2.5 “**Hotel**” means the 39-room upscale boutique hotel to be constructed and operated in accordance with this Agreement.

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

2.7 “**Project**” means LCH’s planned development of the Property which shall consist of the Hotel. The Project shall include at least 39 hotel rooms.

2.8 “**Property**” means approximately 3.0 acres of land more particularly described in **Exhibit C**.

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

3. **Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate on the 31st day of December, 2022. Regardless of the foregoing, some EIPs may become due and payable after the term of this Agreement.

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

4.1 **Compliance with Development Regulations and Other Ordinances.** LCH shall comply with the City’s development approval processes and shall develop the Project on the Property in compliance with City ordinances, City-approved PUD zoning ordinance for the Property, City-approved development regulations, and other City development requirements.

4.2 **Improvements and Additions to Real and Personal Property.** LCH agrees to spend a cumulative total of at least \$4,500,000.00 in improvements to real property within the City

no later than December 31, 2018 and maintain real property and improvements within the City with a historic cost of \$4,500,000.00 during the Term of this Agreement.

4.3 Provision of Jobs. Within 60 days after the City issues a Certificate of Occupancy for the Hotel, LCH agrees to employ in the Hotel at least 25 full-time employees and/or FTE's and to retain said employees and/or FTE's (or their replacements) for the full term of this Agreement.

4.4 Job Compliance Affidavit. LCH agrees to provide to the City a 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 LCH, to audit LCH's records to verify that this obligation has been satisfied.

4.5 LCH Accounting. LCH 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. LCH shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

4.6 Compliance with Tax Code. LCH agrees that the HOT Tax EIP's must be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry and only as permitted by Chapter 351 of the Texas Tax Code, as amended. LCH agrees to make annual reports listing the expenditures made by LCH with the HOT Tax EIP's. The reports shall be included with a Certificate of Compliance to certify under oath that LCH is in full compliance with each of its obligations under this Agreement, and shall include documentation to establish that LCH has spent previous EIP's for purposes and activities described in Section 351.101(a)(1) through (a)(6) of the Texas Tax Code. A copy of the Certificate of Compliance is attached hereto as **Exhibit E**. Should any expenditure of EIP's by LCH be for a use that is found to be improper or illegal, the City shall have no liability in connection thereof. In the event the City determines that LCH has made an improper or illegal expenditure of EIP's, LCH must, no later than 30 days after receipt of written notification from the City, reimburse the City in an amount equal to the improper expenditure, plus the rate of interest paid for delinquent taxes. LCH's failure to make reimbursement pursuant to this Section will constitute a default of this Agreement.

4.7 Submission of Data. Within fifteen (15) days following the end of each calendar year, LCH shall submit to the City the Job Compliance Affidavit, the Certificate of Compliance, and a schedule detailing the HOT Tax for such calendar year. As backup for the schedule, LCH shall submit the following:

- (a) A copy of all HOT Tax returns for the Project, including amended reports, filed by LCH for that year showing the HOT Tax collected and paid; and
- (b) Such other data as the parties mutually determine reasonably appropriate to evidence the HOT Tax paid.

4.8 **Continuous Operation.** LCH agrees that from the opening date of the Hotel and throughout the Term of this Agreement, LCH will continuously use and operate the Hotel, and the Project shall not be used for any other purpose other than as a hotel and related amenities, open to the public and serving tourism.

4.9 **Room Block Agreement.** During the Term of this Agreement, LCH shall make available to the City, at no cost, a maximum of ten (10) room nights annually. The value of the room nights shall not exceed \$2,000.00, based on the rates at the time of making the reservation. These rooms are to be booked only by the City Manager's office, and will be used solely for official City business. The City will be responsible for applicable surcharges, customary employee tips related to room usage, and any food, beverage or incidental charges.

4.10 **Minimum Standards for the Hotel.** The Hotel shall have a minimum of 35 guest rooms and shall be an upscale boutique hotel. An upscale boutique hotel is one that appeals to guests because of its atypical amenity and room configurations, which has a higher average rate and offers higher levels of service.

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

5.1 **Economic Incentive Payments.**

5.1.1 **EIP's Based on HOT 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 LCH within thirty (30) days after LCH submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and HOT Tax returns reflecting the tax generated by the Project and actually paid to the City during the preceding calendar year, as required in **Section 4.7** above. The EIPs will be an amount equal to a percentage, as set forth below, of the HOT Tax generated by the Project and collected by LCH and actually paid to the City. The EIPs are to be calculated as follows:

(a) Calculations will be based upon HOT Tax generated by the Project, collected by LCH and actually paid to the City.

(b) The EIP's will be an amount equal to the percentage of the HOT Tax paid each calendar year as set forth below:

<u>Year</u>	<u>Percentage of HOT Tax Paid</u>
2019	75%
2020	75%
2021	50%
2022	50%

5.1.2 **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 LCH within thirty (30) days after LCH submits to the

City the Job Compliance Affidavit and Ad Valorem Tax schedule for such calendar year as required in **Section 4.8** above. The EIPs are to be calculated as follows:

- (a) Calculations will be based upon Ad Valorem Property Tax actually paid by LCH and collected by the City;
- (b) The EIP's will be an amount equal to the percentage of the Ad Valorem Property Tax actually paid for each calendar year as set forth below:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2019	75%
2020	50%
2021	50%
2022	50%

5.1.3 EIP's Based on development fees waiver. The City agrees to waive up to \$13,000.00 in development application fees. "Development application fees" do not include water and wastewater impact fees and meter fees associated with connection to the utilities, regional detention fees, and fees associated with services performed by third party vendors.

5.1.4 Maximum Amount of EIP's. Regardless of anything contained herein to the contrary, the maximum amount of all EIP's paid by the City to LCH, including the amount of development application fees waiver, shall be \$440,000.00.

5.2 Payments Subject to Future Appropriations. Although certain payments under this Agreement are calculated based on a formula applied to HOT Tax and/or Ad Valorem Property Tax, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to LCH. The payments to be made to LCH, 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 **Section 6.3**, and the City shall not be liable to LCH 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. LCH 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 LCH 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 LCH 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 LCH's default, the City may recapture and collect from LCH the Recapture Liability. LCH 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 LCH 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 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 LCH 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 LCH 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. LCH 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 LCH 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, LCH shall have the right to pursue any remedy at law or in equity for the City's breach. If LCH 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 LCH. If LCH's default is not cured within sixty (60) days after LCH'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 LCH written notice of such termination prior to the date LCH cures such default. Any EIPs from City to LCH which is not timely paid by City (unless due to LCH'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 LCH to the City which are not timely paid by LCH 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.

6.4 **Attorney's Fees.** In the event any legal action or proceeding is commenced between the City and LCH 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 LCH.

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.** LCH 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 or denied). If the proposed assignee is an affiliated entity under the common control of the assignor, the City shall consent to an assignment if the assignor is in compliance with all terms of this Agreement. A collateral assignment of this Agreement under the terms of a loan shall not be an assignment for purposes of this Section.

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

6.9 **Termination.** In the event LCH elects not to proceed with the Project as contemplated by this Agreement, LCH 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 LCH does not substantially complete the construction of the Project and open for the business by December 31, 2018 (subject to delays caused by an event of force majeure), the City may terminate this Agreement by giving LCH notice thereof 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@scrllaw.com

If to LCH: RRTX Lake Creek
1209 East Caesar Chavez St.
Austin, TX 78702
Phone: (830) 279-2261
Email: bree.carrico@alexamgmt.com

With required copies to:

Bree Carrico
1805 W. 33rd St.
Austin, TX 78703
Phone: (830) 279-2261
Email: bree.carrico@alexamgmt.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 its 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, regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either 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, 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; 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 - E** 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>	LCH Property Description
<u>Exhibit D:</u>	Job Compliance Affidavit
<u>Exhibit E:</u>	Certificate of Compliance

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 between 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 _____, 2018. (the "*Effective Date*").

(SIGNATURES ON FOLLOWING PAGES)

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

By: _____
Craig Morgan, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

RRTX Lake Creek Hotel, LP

By: 

Its: Manager

Date: January 11, 2018

EXHIBIT A

(The "Program Resolution")

RESOLUTION NO. R-2018-_____

WHEREAS, RRTX Lake Creek Hotel, LP, ("LCH") has expressed to the City of Round Rock ("City") its desire to locate an upscale boutique hotel ("Hotel") to 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 LCH a §380.001 Program in exchange for LCH locating the "Ruby Hotel" 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 _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A (To Program Resolution)

ECONOMIC DEVELOPMENT PROGRAM

The terms of the §380.001 Economic Development Program to be offered to **RRTX Lake Creek Hotel, LP** ("LCH") in exchange for LCH's locating an upscale boutique hotel ("Hotel") in the City of Round Rock are as generally outlined below:

1. LCH's obligations:
 - 1.1. LCH agrees to purchase a tract of land containing approximately 3.0 acres (the "Property"), as described in Exhibit 1.
 - 1.2. LCH agrees to construct the Hotel and convention center with 39 hotel rooms (the "Project").
 - 1.3. LCH agrees to invest at least \$4,500,000 in Project improvements.
 - 1.4. LCH agrees to employ at least 25 full-time equivalent employees in the Hotel.
2. City's obligations:

2.1 City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to LCH within thirty (30) days after LCH submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and HOT Tax returns reflecting the tax generated by the Project and actually paid to the City. The EIPs will be a percentage of the HOT tax collected by LCH and actually paid to the City as set forth below:

<u>Year</u>	<u>Percentage of HOT Tax Paid</u>
2019	75%
2020	75%
2021	50%
2022	50%

2.2 City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to LCH within thirty (30) days after LCH submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and Ad Valorem Tax returns reflecting the tax generated by the Project and actually paid to the City. The EIPs will be a percentage of the Ad Valorem Tax actually paid to the City as set forth below:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2019	75%
2020	50%
2021	50%
2022	50%

2.3 City shall waive up to \$13,000.00 in development application fees.

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-2018-_____

WHEREAS, RRTX Lake Creek Hotel, LP ("LCH") plans to construct a boutique hotel in the City which will provide jobs and additional tax base ("Project"); 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 LCH will expend significant sums to construct and operate the Project in conformance with the City's development approvals for the Project, 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 LCH, 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 _____, 2018.

CRAIG MORGAN, Mayor

City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT C

(Property Description)

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 OATH 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 RRTX LAKE CREEK HOTEL, LP, AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.

3. "AS OF DECEMBER 31, 20__, RRTX LAKE CREEK HOTEL, LP HAD THE FOLLOWING JOB POSITIONS:

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

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS _____

DATED THIS ____ DAY OF _____, 20__.

(PRINTED NAME)

(TITLE)

**SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY
OF _____, 20__.**

NOTARY PUBLIC, STATE OF TEXAS

CERTIFICATE OF COMPLIANCE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RRTX Lake Creek Hotel, LP
Round Rock, TX United States

Certificate Number:
2018-319032

Date Filed:
02/26/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Ruby Hotel
Property tax abatement, HOT rebate, waiver for certain development fees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Bree Carrico, and my date of birth is 7/31/1979.

My address is 1805 W 33rd St, Austin, Tx, 78703, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Tx, on the 26 day of February, 2018.
(month) (year)

Bree Carrico

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.9

Title: Consider a resolution establishing a Chapter 380 Economic Development Program for Rosco Laboratories, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2018-5241

This resolution establishes a Chapter 380 Economic Development program for Rosco Laboratories which must be done prior to entering into a Chapter 380 incentive agreement. A subsequent item contains the incentive agreement and details of that agreement.

RESOLUTION NO. R-2018-5241

WHEREAS, Rosco Laboratories, Inc. (“Rosco”) is a leader in the business of providing lighting and lighting effects for the theater, film, and TV industry, and

WHEREAS, Rosco has expressed to the City of Round Rock (“City”) its desire to relocate its existing facility to a new location within the City which will continue to 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 Rosco a §380.001 Program in exchange for Rosco relocating its existing business of providing lighting and lighting effects for the theater, film, and TV industry to a new location 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 8th day of March, 2018.

CRAIG MORGAN, 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 Rosco in exchange for Rosco's relocating its existing business of providing lighting and lighting effects for the theater, film, and TV industry to a new location in the City as generally outlined below:

1. Rosco's obligations:
 - 1.1. Rosco has previously purchased the property located at 1600 Chisholm Trail Road.
 - 1.2. Rosco has previously begun the renovation of the Facility, and agrees to complete the Improvements on or before January 1, 2019. Rosco agrees to spend at least \$200,000 on renovations and at least \$750,000 in personal property and equipment. Rosco agrees to provide City with documentation showing that these obligations have been satisfied. City shall have the right to audit Rosco's records to verify that this obligation has been satisfied.
 - 1.3. Rosco agrees to employ 30 or more full-time equivalent employees in the Facility no later than 30 days following the issuance of a Certificate of Occupancy for the Facility.
 - 1.4. Rosco agrees to retain said 30 full-time equivalent employees for the term of the Agreement.
2. City's obligations:
 - 2.1. City agrees to make an initial program payment to Rosco of \$75,000 upon Rosco's obtaining the Certificate of Occupancy for the Facility.
 - 2.4. City agrees to make additional program payments by waiving renovation permit fees of no more than \$3,000.
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: F.10

Title: Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Rosco Laboratories, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: City Manager's Office

Text of Legislative File 2018-5242

This agenda item pertains to an incentive agreement with Rosco Laboratories, Inc. Rosco manufactures lighting and lighting effects for the theater, film, and TV industry. They have been in Round Rock since 1994 and this project resulted from the Chamber's business retention and expansion efforts.

This agreement required the purchase of their building at 1600 Chisholm Trail Road. It also requires Rosco to spend at least \$200,000 in facility improvements and a minimum of \$750,000 in personal property, as well as retain thirty (30) jobs for the duration of this agreement. Rosco purchased their building at 1600 Chisholm Trail Road (finalized in 2016), began facility improvements, and have maintained the required 30 employees.

This agreement calls for the City to make economic incentive payments to Rosco in the amount of seventy-five thousand dollars. This initial EIP shall be made within thirty (30) days after the City has issued a Certificate of Occupancy for the Facility and Rosco has submitted proof that it has complied with its requirements. This agreement calls for the City to waive up to \$3,000 of permit fees for the project. The agreement does have claw-backs in place to recapture these incentives if the company does not fulfill their obligation.

RESOLUTION NO. R-2018-5242

WHEREAS, Rosco Laboratories, Inc. (“Rosco”) has expressed to the City of Round Rock (“City”) its desire to relocate its existing facility to a new location within the City which will continue to provide jobs and additional tax base to the City, 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 Rosco will expend significant sums to renovate and install improvements in the Facility, and to 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 Rosco, 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 8th day of March, 2018.

CRAIG MORGAN, 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 _____. 2018, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("City"), and **Rosco Laboratories, Inc.**, a Texas corporation ("Rosco").

WHEREAS, the City has adopted Resolution No. R--_____, attached as Exhibit A ("City Resolution"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Rosco in recognition of the positive economic benefits to the City through Rosco's purchase of a building which contains a minimum of four thousand square feet located at 1600 Chisholm Trail Road, Round Rock, Texas (the "Facility"), and the relocation of its existing business of providing lighting and lighting effects for the theater, film, and TV industry to the Facility; and

WHEREAS, Rosco previously purchased the Facility in 2016; and

WHEREAS, Rosco will maintain the employment of 30 full-time employees in the Facility; and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Rosco will expend significant sums to renovate and install improvements in the Facility, and to operate the Facility in conformance with the City's development approvals for the Facility; and

WHEREAS, the City agrees to provide performance based economic development grants to Rosco to defray a portion of the Facility'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 Rosco 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 Resolution, and constitutes a valid and binding obligation of the City in the event Rosco proceeds with the purchase and occupation of the Facility. The City acknowledges that Rosco is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to purchase, improve and occupy the Facility.

2. Definitions.

- 2.1 **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid or fees waived by the City to Rosco under the Program.
- 2.2 **"Effective Date"** is the date this Agreement is executed to be effective by the City and Rosco.

- 2.3 **“Facility”** means the building located at 1600 Chisholm Trail Road and Improvements to be constructed and installed on the Property.
- 2.4 **“Improvements”** means the renovation of the Facility costing at least \$200,000 and personal property and equipment with a minimum cost of \$750,000.
- 2.5 **“Program”** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.6 **“Property”** means the real property located at 1600 Chisholm Trail Road, on which the Facility and Improvements are located.
- 2.7 **“Recapture Liability”** means the total amount of all EIP’s that are paid or waived as result of this Agreement that are subject to recapture by the City from Rosco in the event of an Rosco default.
3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2019. In the event the City is unable to appropriate funds for a particular year pursuant to Section 5.1.3 of this Agreement, this Agreement shall be extended for another year(s).
4. **Rights and Obligations of Rosco.**
- 4.1 Purchase of Property. Rosco has previously purchased the Property in 2016.
- 4.2 Improvements. Rosco has begun the renovation of the Facility and agrees to complete the Improvements on or before January 1, 2019. Rosco agrees to spend at least \$200,000 on renovations and at least \$750,000 in personal property and equipment. Rosco agrees to provide City with documentation showing that these obligations have been satisfied. City shall have the right to audit Rosco’s records to verify that this obligation has been satisfied.
- 4.3 Jobs. Rosco agrees to transfer to the Facility at least 30 full-time employees no later than thirty days after the City issues a Certificate of Occupancy for the Facility. Rosco agrees to maintain at least 30 full-time employees for the full term of this Agreement.
- Rosco agrees to provide to the City annual employee reports on the form attached hereto as Exhibit B within sixty (60) days following the end of each calendar year during the term of this Agreement. City shall have the right to audit Rosco’s records to verify that this obligation has been satisfied.
- 4.4 Compliance with regulations. Rosco agrees that it shall comply with the City’s development approval processes and shall purchase the Facility and construct and install the improvements and occupy and operate the Facility consistent with City ordinances, development regulations and requirements.

- 4.5 Continuous operation. Rosco agrees that it will continuously operate the Facility during the term of this Agreement, including any extensions.

5. Rights and Obligations of the City.

In consideration of Rosco's compliance with this Agreement, the City agrees as follows:

5.1 Economic Incentive Payment ("EIP").

5.1.1 EIP Payment. City shall, subject to Rosco's satisfaction of its obligations set forth in Sections 4.1 and 4.2 above and the other conditions set out herein, make an EIP to Rosco in the amount of seventy-five thousand dollars. This initial EIP shall be made within thirty (30) days after the City has issued a Certificate of Occupancy for the Facility and Rosco has submitted proof that it has complied with its requirements hereunder.

5.1.2 EIP Fee Waiver. City shall, subject to Rosco's satisfaction of its obligations set forth herein waive City permit fees associated with the renovation permit up to \$3,000.

5.1.3 EIP's Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Rosco. All EIP's by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The EIP's to be made to Rosco, 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 EIP's due under this Agreement, such failure shall not be considered a default under Section 7.3, and the City shall not be liable to Rosco for such EIP's, however, the City shall extend this Agreement for another year(s). In addition, Rosco shall 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.

6. EIP Recapture. In the event that Rosco is in default of this Agreement, the City may recapture and collect from Rosco the Recapture Liability after providing Rosco written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Rosco does not so cure, Rosco 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 Rosco may be entitled. 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.

7. Miscellaneous.

- 7.1 Mutual Assistance. The City and Rosco will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2 Representations and Warranties. The City represents and warrants to Rosco 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. Rosco represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 7.3 Default. If either the City or Rosco 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, Rosco shall have the right to pursue any remedy at law or in equity for the City's breach. If Rosco remains in default after notice and opportunity to cure, City shall have the right to pursue any remedy at law or in equity for Rosco's breach, in addition to the right of EIP recapture set forth above.
- 7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Rosco 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.
- 7.5 Entire Agreement. Other than that certain Property Tax Abatement Agreement of even date herewith, 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 Rosco.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7 Assignment. Rosco may not assign all or part of its rights and obligations to a third party without the express written consent of the City provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.
- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

7.9 Termination. In the event Rosco elects not to purchase the Facility as contemplated by this Agreement, Rosco shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.

7.10 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
citymanager@roundrocktexas.gov

With a required copy to:

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

If to Rosco: Rosco Laboratories, Inc
1600 Chisholm Trail
Round Rock, Texas 78664
Attn: Richard Luce
Phone: (203) 708-8900, Ext. 221
Email: rich.luce@rosco.com

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

7.11 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.

7.12 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.

- 7.13 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.
- 7.14 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.
- 7.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 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 (a "*force majeure* event"). A *force majeure* event 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*.
- 7.17 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 Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the ____ day of _____, 2018 (the "Effective Date").

CITY OF ROUND ROCK, TEXAS,

By: _____
Craig Morgan, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

ROSCO LABORATORIES, Inc.

By: _____
Rich Luce, Chief Financial Officer/Chief
Operations Officer

Date: 1/29/18

EXHIBIT "A"

RESOLUTION NO. _____

WHEREAS, Rosco Laboratories, Inc ("Rosco") is a leader in the business of providing lighting and lighting effects for the theater, film, and TV industry, and

WHEREAS, Rosco has expressed to the City of Round Rock ("City") its desire to relocate its existing facility to a new location within the City which will continue to 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 Rosco a §380.001 Program in exchange for Rosco relocating its existing business of providing lighting and lighting effects for the theater, film, and TV industry to a new location 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 _____, 2018.

CRAIG MORGAN, 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 Rosco in exchange for Rosco's relocating its existing business of providing lighting and lighting effects for the theater, film, and TV industry to a new location in the City as generally outlined below:

1. Rosco's obligations:

- 1.1. Rosco has previously purchased the property located at 1600 Chisholm Trail Road.
- 1.2. Rosco has previously begun the renovation of the Facility, and agrees to complete the Improvements on or before January 1, 2019. Rosco agrees to spend at least \$200,000 on renovations and at least \$750,000 in personal property and equipment. Rosco agrees to provide City with documentation showing that these obligations have been satisfied. City shall have the right to audit Rosco's records to verify that this obligation has been satisfied.
- 1.3. Rosco agrees to employ 30 or more full-time equivalent employees in the Facility no later than 30 days following the issuance of a Certificate of Occupancy for the Facility.
- 1.4. Rosco agrees to retain said 30 full-time equivalent employees for the term of the Agreement.

2. City's obligations:

- 2.1. City agrees to make an initial program payment to Rosco of \$75,000 upon Rosco's obtaining the Certificate of Occupancy for the Facility.
- 2.4. City agrees to make additional program payments by waiving renovation permit fees of no more than \$3,000.

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"

JOB COMPLIANCE AND ANNUAL PAYROLL 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 OATH 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
2. AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.
3. "I AM THE _____ (TITLE) _____ OF ROSCO LABORATORIES, INC. AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.
4. "AS OF DECEMBER 31, 201_, ROSCO LABORATORIES, INC. HAD THE FOLLOWING JOB POSITIONS AND SALARIES:

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

[illegible]

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL JOBS _____

TOTAL ANNUAL SALARY \$ _____

TOTAL ANNUAL OVERTIME \$ _____

TOTAL ANNUAL BENEFITS \$ _____

TOTAL ANNUAL PAYROLL \$ _____

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-320683

Date Filed:
03/01/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rosco Laboratories, Inc
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Texas Chamber of Commerce

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Economic Development Program
Promote economic development as contemplated by Chapter 380 of the Texas local government Code

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Luce, Richard	Round Rock, TX United States		X
	Stanton, Saridon	Round Rock, TX United States	X	
	Hunter, John	Round Rock, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Mina Desimini, and my date of birth is 9-1-64

My address is 1600 Chisholm trail, Round Rock, Tx, 78681, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in USA County, State of Tx, on the 1st day of March, 20 18
(month) (year)

Mina Desimini
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding, and an ordinance rezoning approximately 8.54 acres from SF-2 (Single family - standard lot) to C-1a (General commercial - limited), located northeast of the intersection of Palm Valley Blvd. and N. A.W. Grimes Blvd.. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Aerial photo, Vicinity map with zoning

Department: Planning and Development Services Department

Text of Legislative File 2018-5226

The 8.54-acre property was annexed into the City in 1979 and is part of 22.71 acres owned by the Church of Christ. The entire tract is zoned as SF-2 (Single family - standard lot) and the owner intends to sell a portion of the 8.54 acres for commercial development. The General Plan designates the property for commercial uses. The site has a single access drive from E. Palm Valley Boulevard (US 79), which is opposite a hooded left turn lane in the median for eastbound traffic.

Rezoning and developing the 8.54-acre frontage has the potential to limit the use of the remainder of the property if the existing access drive is not upgraded to a full public street. For example, should this remainder area in the rear be developed as a single-family subdivision of more than 29 lots, the access drive to E. Palm Valley Blvd. would need to be upgraded to a 65-foot wide collector street. This would also require that the hooded left turn lane in the median be moved to the east. There are no plans for development of residential lots on the remainder area and the property owner has acknowledged the potential constraint this rezoning will place on the land in writing to the City.

The Planning and Zoning Commission held a public hearing at their meeting on February 7, 2018 and there were no speakers for or against the rezoning. The commission voted 7-0 to recommend approval of the rezoning.

ORDINANCE NO. O-2018-5226

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 8.54 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT SF-2 (SINGLE-FAMILY – STANDARD LOT) TO DISTRICT C-1A (GENERAL COMMERCIAL - 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 8.54 acres of land, out of P.A. Holder Survey, Abstract No. 297, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from District SF-2 (Single-Family – Standard Lot) to District C-1a (General Commercial - 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 7th day of February, 2018, 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 C-1a (General Commercial - Limited), and

WHEREAS, on the 8th day of March, 2018, 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 C-1a (General Commercial - Limited); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District C-1a (General Commercial - 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 C-1a (General Commercial - 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 _____, 2018.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2018.

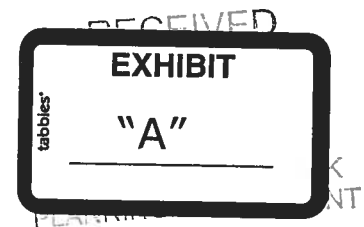
READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

METES AND BOUNDS DESCRIPTION



FOR A 8.536 ACRE TRACT OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO 297, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE REMNANT PORTION OF THE CALLED 24.0110 ACRE TRACT OF LAND CONVEYED TO CHURCH OF CHRIST OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2000022099, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.536 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on a point in the original easterly boundary line of said called 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being on a point in the westerly boundary line of a tract of land conveyed to the STATE OF TEXAS, recorded in Volume 1970, Page 515, Official Records of Williamson County, Texas, same being on the northeast corner of a called 1.276 acre tract of land conveyed to the CITY OF ROUND ROCK, TEXAS, recorded in Document No. 2004049908, Official Public records of Williamson County, Texas, same being on a point in the northerly right-of-way line of US 79 (A.K.A. E. PALM VALLEY BOULEVARD), right-of-way width varies, monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the southerly boundary line of said called 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being with the northerly boundary line of said 1.276-acre CITY OF ROUND ROCK tract, same being with said northerly right-of-way line of said US 79 the following three (3) courses and distances:

1. **S 75°15'42" W** for a distance of **80.36 feet** to a calculated point;
2. **S 75°31'37" W** for a distance of **425.95 feet**, to a Type II Monument found (brass disc in concrete stamped "Texas Department of Transportation"), monumenting an angle point hereof;
3. **S 76°24'44" W** passing at a distance of 232.53 feet a Type II Monument found (brass disc in concrete stamped "Texas Department of Transportation"), continuing for an additional 23.42 feet, for a total distance of **255.95 feet** to a calculated point, on a point in the original westerly boundary line of said called 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being on the northwest corner of said 1.276-acre CITY OF ROUND ROCK tract, same being on a point in the easterly boundary line of LOT 3, BLOCK D, of HR 79 SUBDIVISION PHASE 1 & PHASE 2, recorded in Document No. 2016081608, Official Public Records of Williamson County, Texas, for the southwest corner hereof, and from which a 1/2" iron rod found with cap marked "Baker-Aicklen" on the southeast corner of said HR 79 SUBDIVISION PHASE 1 & PHASE 2, same being on northeast corner of a called 0.9264 acre tract of land to the CITY OF ROUND ROCK, TEXAS, Cause No. 07-2003-CC2, recorded in Document No. 2009014784, Official Public Records of Williamson County, Texas, bears **S 02°33'16" E**, for a distance of 40.25 feet;

THENCE **N 02°33'16" W** with said westerly boundary line of the called 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being with said easterly boundary

line of said HR 79 SUBDIVISION PHASE 1 & PHASE 2, for a distance of **509.42 feet** to a calculated for the northwest corner hereof, and from which a 1/2" iron rod found on the original northwest corner of said called 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being on the northeast corner of said HR 79 SUBDIVISION PHASE 1 & PHASE 2, bears N 02°33'16" W, for a distance of 961.95 feet

THENCE through the interior of said called 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being 500 feet and parallel with the northerly right-of-way line of said US 79 the following three (3) courses and distances:

1. **N 76°24'44" E** for a distance of **154.60 feet**, to a calculated point;
2. **N 75°31'37" E** for a distance of **420.93 feet**, to a calculated point;
3. **N 75°15'42" E**, a distance of **149.48 feet** to a calculated point, on a point in the original easterly boundary line of said 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being on a point in the easterly boundary line of said STATE OF TEXAS tract recorded in said Volume 1970, Page 515, for the northeast corner hereof;

THENCE **S 06°44'17" E** with said easterly boundary line of said called 24.0110-acre CHURCH OF CHRIST OF ROUND ROCK tract, same being with said westerly boundary line of said STATE OF TEXAS tract recorded in said Volume 1970, Page 515, for a distance of **504.91 feet** to the **POINT OF BEGINNING** hereof and containing 8.536 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00011.

A drawing has been prepared to accompany this metes and bounds description.

<> **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

June 19, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



RAWING TO ACCOMPANY MEIES AND BOUNDS DESCRIPTION

FOR A 8.536 ACRE TRACT OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE REMNANT PORTION OF THE CALLED 24.0110 ACRE TRACT OF LAND CONVEYED TO CHURCH OF CHRIST OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2000022099, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 200'

LEGEND

- △ CALCULATED POINT
- FOUND IRON ROD
- TYPE II MONUMENT: BRASS DISC FOUND IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION"
- R.O.W. = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING

GENERAL NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. AND DOES NOT SHOW ALL IMPROVEMENTS ON THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CHURCH OF CHRIST
OF ROUND ROCK
REMNANT PORTION OF
CALLED 24.0110 AC.
DOC. NO. 2000022099

SUBJECT TRACT
8.536 ACRES



Shane Shafer, R.P.L.S. NO. 5281

JUNE 19, 2017

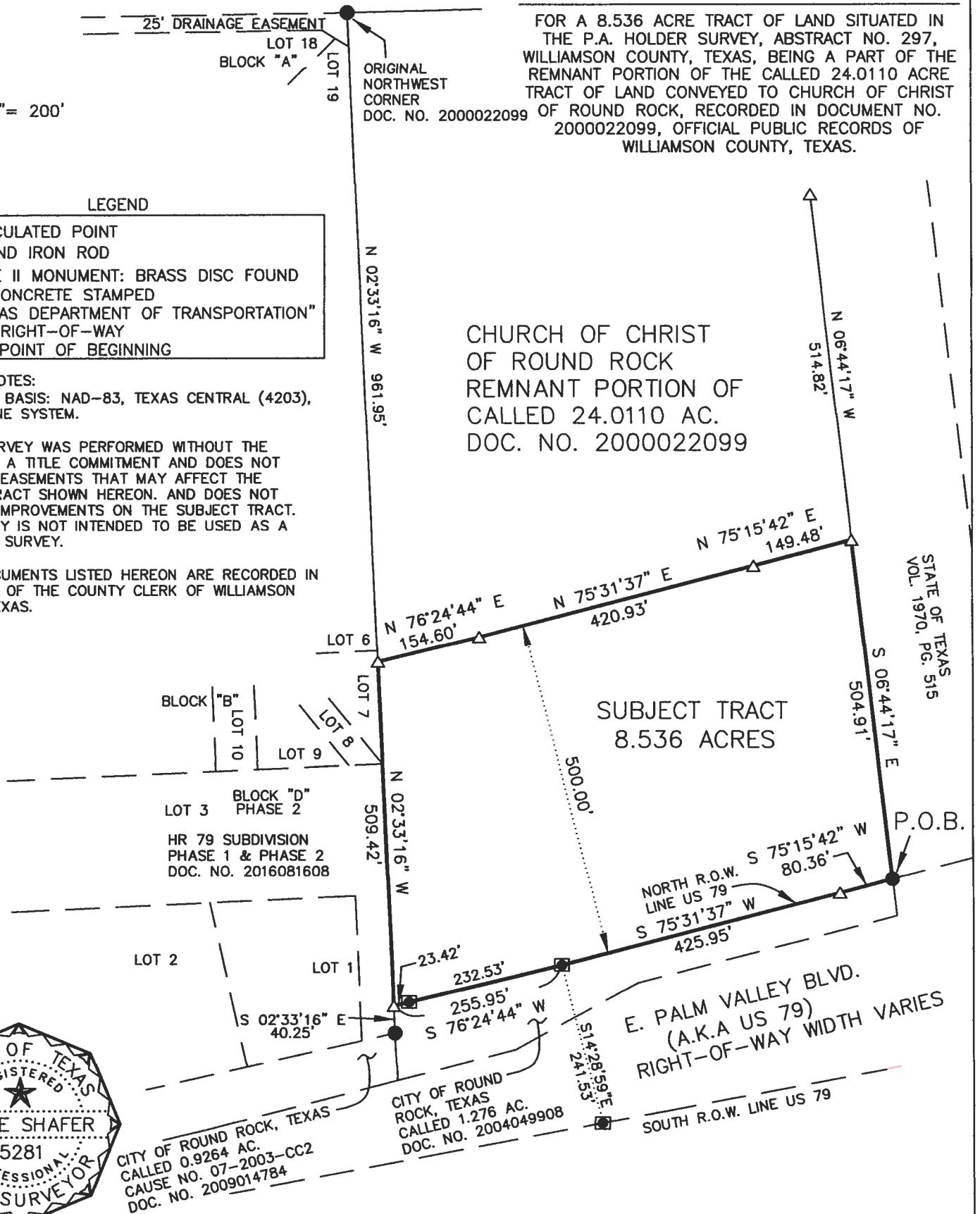
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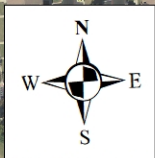
SHEET 1 OF 1



DIAMOND SURVEYING, INC.

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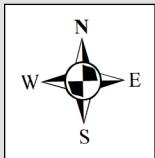


NAW Grimes Blvd

E Palm Valley Blvd

**Subject Tract
approx 8.54 ac.**





N AW Grimes Blvd

LI

PUD

SF-2

PF3

E Palm Valley Blvd

C-1

**Subject Tract
approx 8.54 ac.**

ETJ

BP



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to M4 Greenlawn, LLC related to a new business that would bring economic development to the City.

Type: Executive Session

Governing Body: City Council

Agenda Date: 3/8/2018

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2018-5276