

**RESOLUTION NO. R-2020-0153**

**WHEREAS**, the City Council has determined that one of its priority goals is to encourage economic development within the city of Round Rock; and

**WHEREAS**, Hubbell Lighting, Inc. (“Hubbell”) has expressed an interest in leasing a portion of the building located in the City of Round Rock at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as “Summit II” (the “Facility”); and

**WHEREAS**, the Council wishes to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Hubbell will lease and improve the Facility; and

**WHEREAS**, Hubbell intends to add at least 50 employees within three (3) years of the occupancy of the Facility with an average salary of \$120,000; and

**WHEREAS**, Hubbell intends for at least 35 of those 50 jobs to be for employees new to the organization or relocations from outside of the Austin MSA; 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 encourage economic development within the City and will also meet the goals set forth in said §380.001, Now Therefore

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

That the City offers to Hubbell a §380.001 Program whereby the City will grant certain Economic Incentive Payments (“EIP’s”), 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 11th day of June, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

## **EXHIBIT A**

### **ECONOMIC DEVELOPMENT PROGRAM**

The terms of the \$380,001 Economic Development Program to be offered to Hubbell Lighting, Inc. ("Hubbell") in exchange for Hubbell's lease of a portion of the building located at 710 Hesters Crossing Road, Round Rock, Texas 78681, are as generally outlined below:

1. Hubbell's intentions and obligations:
  - 1.1. Lease. Hubbell intends to lease and occupy a portion of the building located in the City of Round Rock at 710 Hesters Crossing Road, Round Rock, Texas 78681, known as "Summit II."
  - 1.2. Investment. Hubbell intends to invest at least \$1,650,000.00 in the improvement of the Facility (including, without limitation, costs directly incurred as a result of the rehabilitation, reconstruction, repair or remodeling of the existing Facility and costs incurred for fixtures, equipment, and furniture purchased for the purpose of supporting Hubbell's business operation at the Facility).
  - 1.3. Jobs. Hubbell intends to add at least 50 employees within three (3) years of the occupancy of the Facility with an average salary of \$120,000, with at least 35 of those 50 jobs to be for employees new to the organization or relocations from outside of the Austin MSA.
  - 1.4. Compliance with regulations. Hubbell agrees that it will comply with the City's development approval processes and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and requirements.
  - 1.5. Continuous operation. Hubbell agrees that it will continuously operate the Facility for a minimum of five (5) years, except during periods of construction or reconstruction of the Facility or in the event of a casualty, condemnation or other force majeure event with respect to the Facility or a portion thereof.
2. City's obligations:
  - 2.1. Economic Incentive Payments. In consideration of Hubbell's compliance with the aforesaid intentions, the City agrees to grant Economic Incentive Payments to Hubbell in the amount of \$125,000.
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.