



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Kristin Stevens, Mayor Pro-Tem, Place 5
Michelle Ly, Place 1
Rene Flores, Place 2
Melissa Fleming, Place 3
Frank Ortega, Place 4
Hilda Montgomery, Place 6

Thursday, April 10, 2025

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

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 per §2-26(b)(5), of the Round Rock Code of Ordinances, 2018 Edition. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council per state law.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [Consider a proclamation recognizing the month of April as Child Abuse Prevention & Awareness Month.](#)

F. MAYOR'S SPECIAL RECOGNITION

- F.1 [Consider Mayor's Special Recognition of ETC Institute's "Leading the Way" award recognizing the City of Round Rock's results in the 2024 Community Survey.](#)

G. CONSENT AGENDA:

- G.1 [Consider approval of minutes from the March 27, 2025, City Council meeting.](#)
G.2 [Consider a resolution authorizing the Mayor to execute a First Amendment to the Economic Development Program Agreement with RRTX Lake Creek Hotel, LP.](#)

H. RESOLUTIONS:

- H.1 [Consider a resolution authorizing the Mayor to execute the Quantity Adjustment/Change Order No. 4 with Jordan Foster Construction, LLC for the Kenney Fort Boulevard - Segment 4C Project.](#)
- H.2 [Consider a resolution authorizing the Mayor to execute an Agreement with ODP Business Solutions, LLC for the purchase of office supplies and related services.](#)
- H.3 [Consider a resolution authorizing the Mayor to execute an Out-of-City Water Service Agreement with Joy Alappatt for property located at 3600 County Road 175, Round Rock, Williamson County, Texas.](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**J. ADJOURNMENT**

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 below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 4th day of April 2025, at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Ann Franklin, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a proclamation recognizing the month of April as Child Abuse Prevention & Awareness Month.

Type: Proclamation

Governing Body: City Council

Agenda Date: 4/10/2025

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-25-1240



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider Mayor's Special Recognition of ETC Institute's "Leading the Way" award recognizing the City of Round Rock's results in the 2024 Community Survey.

Type: Mayor's Special Recognition

Governing Body: City Council

Agenda Date: 4/10/2025

Dept Director: Craig Morgan, Mayor

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-25-1311

ETC Institute's "Leading the Way Award" was created to recognize local governments for outstanding achievement in the delivery of services to residents. Recipients of the award rank in the top 10% of all local governments in the United States with regard to their composite performance in the three core areas that are assessed on ETC Institute's DirectionFinder® Survey:

- satisfaction with the overall quality of services
- satisfaction with customer service provided by employees
- satisfaction with the value received for local taxes and fees

A maximum of 100 points are awarded in each of these areas based on the results of the survey. In order to rank in the "Top 10% of All Cities", a city must have received a composite score of 210 or more, which means the city scored an average of at least 70 points in all three areas. The threshold of 210 was established using the results of surveys from more than 450 communities that have participated in ETC Institute's DirectionFinder® Survey over the past two years. **The City of Round Rock's composite rating was 219 which was 98 points above the average composite score of 121 for all communities in the United States and 9 points above the threshold of 210 for the "Top 10% of All Cities."**

The City of Round Rock is truly setting the standard in many areas. In addition to ranking in the top 10% for all cities in the United States, Round Rock's ratings exceeded the national average by more than 20% for the 25 areas listed below :

- Feeling of safety in the downtown area of City (+37 .6%)
- Feeling of safety in the downtown area of City (+37 .6%)
- Parks and Recreation programs (+37%)
- Overall quality of services provided by the city (+37%)
- Overall quality of customer service provided by City employees (+36.3%)
- Overall quality of City communication with the public (+32.4%)
- Overall quality of water services (+31.9%)
- Overall quality of life in the City (+31 .6%)
- Overall quality of wastewater services (+29.5%)
- Overall quality of trash, recycling, & yard waste collection services (+29.4%)
- Overall quality of stormwater management and flood control (+29.3%)
- Overall usefulness of your city's website (+27.6%)
- Feeling of safety in city parks (+27.2%)
- Overall quality of library services (+27%)
- Overall quality of curbside recycling services (+27%)
- Overall quality of bulky item pick-up services (+26.8%)
- Overall quality of police services (+26.1 %)
- Overall quality of cleanliness of streets and public areas (+25.6%)
- Overall quality of maintenance of streets and sidewalks (+24.9%)
- Overall value received for City taxes and fees (+24.3%)
- Overall quality of maintenance of streets in your neighborhood (+23.6%)
- Overall quality of maintenance of major city streets (+21. 5%)
- Efforts by local government to keep you informed about local issues (+21.1%)
- Overall appearance of the city (+21 %)
- Availability of information about local governmental services and programs (+20.4%)
- Overall feeling of safety in your community (+20.1%)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of minutes from the March 27, 2025, City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 4/10/2025

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments: 032725 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-25-1310



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, March 27, 2025

A. CALL MEETING TO ORDER

The Round Rock City Council met in regular session on March 27, 2025 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.

B. ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Kristin Stevens
Council Member Michelle Ly
Council Member Rene Flores
Council Member Melissa Fleming
Council Member Frank Ortega
Council Member Hilda Montgomery

Absent: 0

C. PLEDGES OF ALLEGIANCE

Pac 552 led the following Pledges of Allegiance: United States and Texas.

D. CITIZEN COMMUNICATION

Robertina Whittlesey spoke concerning the control of coyotes in East Round Rock. *There were no other speakers at this time.*

E. PUBLIC HEARING:**E.1** [Consider public testimony regarding the development of the CDBG 2025-2026 Annual Action Plan.](#)

Joe Brehm, Community and Neighborhood Services Director made the staff presentation.

Public hearing was opened.

SPEAKERS

Eric Mejia spoke to thank the City of Round Rock for partnering with the non-profit organizations.

Karah Powell spoke to thank the City of Round Rock for partnering with the non-profit organizations.

Wendy Prindle spoke to thank the City of Round Rock for partnering with the non-profit organizations.

Greg Brill spoke to thank the City of Round Rock for partnering with the non-profit organizations.

Public hearing was closed.

F. STAFF PRESENTATION:**F.1** [Consider a presentation on the results of the Entrepreneurship Ecosystem Development Plan.](#)

Jordan Robinson, Round Rock Chamber President and CEO and Lauren Postler, Solution Focused made the presentation.

G. CONSENT AGENDA:

All items listed on the Consent Agenda were enacted by one motion. There was no separate discussion of these items, and no items were removed from the Consent Agenda.

G.1 [Consider approval of minutes from the March 13, 2025, City Council meeting.](#)**G.2** [Consider a resolution authorizing the Mayor to execute an Agreement with Grainger, Inc. for the purchase of building maintenance, repairs and operations and industrial supplies.](#)**G.3** [Consider a resolution authorizing the Mayor to execute an Agreement with Ingram Library Services LLC for the purchases of publications, audiovisual materials, books, textbooks and ancillary services.](#)

- G.4** [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for the Purchase of Aftermarket Vehicle Parts with Genuine Parts Company d/b/a 'Napa Auto Parts.'](#)
- G.5** [Consider a resolution authorizing the Mayor to execute an Agreement with Elliott Electric Supply Inc. for the purchase of building maintenance repairs and operations.](#)

Approval of the Consent Agenda

A motion was made by Council Member Ortega , seconded by Council Member Montgomery, to approve the Consent Agenda. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

H. RESOLUTIONS:

- H.1** [Consider a resolution authorizing the Mayor to execute a Development Agreement with Frontera Hillside Land, LP for the development of property located at the northeast corner of CR172 and SH45.](#)

Bradley Dushkin, Planning and Development Services Director made the staff presentation.

A motion was made by Mayor Pro-Tem Stevens, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

H.2 [Consider a resolution authorizing the Mayor to execute an Agreement with FarrWest Environmental Supply for the purchase and installation of vehicle upfitting parts and services.](#)

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Council Member Ortega, seconded by Council Member Montgomery, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

H.3 [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for the Purchase of Public Safety and Firehouse Supplies and Equipment with Dana Safety Supply, Inc."](#)

A motion was made by Council Member Flores, seconded by Council Member Ly, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

H.4 [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program \(TCIP\).](#)

Michael Thane, Public Works Executive Director made the staff presentation.

A motion was made by Council Member Fleming, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

H.5 [Consider a resolution authorizing the Mayor to execute a contract with Asphalt Inc., LLC dba Lone Star Paving Company for the 2024 Residential Street Maintenance Program Project.](#)

Michael Thane, Public Works Executive Director made the staff presentation.

A motion was made by Council Member Ortega, seconded by Mayor Pro-Tem Stevens, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

H.6 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Texas Pride Utilities, LLC for the Cycle 3 - Basins 4 & 5 Wastewater Main Rehabilitation Project.](#)

Michael Thane, Public Works Executive Director made the staff presentation.

A motion was made by Council Member Flores, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

H.7 [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with DCS Engineering, LLC for the West Transmission Main Valve Replacement Project.](#)

Michael Thane, Public Works Executive Director made the staff presentation.

A motion was made by Council Member Ortega, seconded by Council Member Ly, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

H.8 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with HOT Inspection Services, Inc. related to the 2026 Chandler Elevated Storage Tank Rehabilitation Project.](#)

Michael Thane, Public Works Executive Director made the staff presentation.

A motion was made by Council Member Ortega, seconded by Council Member Fleming, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

H.9 [Consider a resolution authorizing the Mayor to execute a Rule 11 Settlement Agreement with Steven R. Meeks and 7-Eleven, Inc. to acquire a 0.063 acre parcel required for construction of Gattis School Road Segment 3.](#)

Michael Thane, Public Works Executive Director made the staff presentation.

A motion was made by Council Member Flores, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:11 pm.

Respectfully submitted:

Ann Franklin, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

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

Type: Resolution

Governing Body: City Council

Agenda Date: 4/10/2025

Dept Director: Brooks Bennett, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Administration

Text of Legislative File 2025-091

Adding Alexa Ruby Events, LLC as a party to the Agreement and amending the Economic Development Loan and Deed of Trust by changing the borrow and executor to Alexa Ruby Events, LLC.

RESOLUTION NO. R-2025-091

WHEREAS, on the 13th day of March 2025, the City of Round Rock (“City”) and RRTX Lake Creek Hotel, LP entered into that one certain Economic Development Program Agreement (“Agreement”) establishing an Economic Development Program as authorized by §380.001 of the Texas Local Government Code; and

WHEREAS, the City and RRTX Lake Creek Hotel, LP hereto now wish to amend the Agreement by adding Alexa Ruby Events, LLC as a party to the Agreement and making related amendments to the Economic Development Loan and Deed of Trust, 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, First Amendment to Economic Development Program Agreement with RRTX Lake Creek Hotel, LP, a copy 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 10th day of April, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

Ann Franklin, City Clerk

EXHIBIT
"A"

**FIRST AMENDMENT TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This First Amendment to Economic Development Program Agreement (this "***Amendment***") is entered into this _____ day of April, 2025 (***the "Effective Date"***), by and among the City of Round Rock, Texas, a Texas home rule municipal corporation (***the "City"***), RRTX Lake Creek Hotel, L.P., a Texas Limited Partnership (***"LCH"***), and Alexa Ruby, LLC (***"Alexa Ruby Events"***). The City, LCH, and Alexa Ruby Events are, collectively, the "Parties" to this Amendment.

RECITALS

WHEREAS, the Parties entered into that Certain Economic Development Program Agreement dated March 13, 2025 (the "***Agreement***"); and

WHEREAS, except as amended herein, all of the terms and provisions of the Agreement shall remain in effect and shall apply to this Amendment; and

WHEREAS, the subsequent to the execution of the Agreement, Alexa Ruby Events, LLC was created; and

WHEREAS, Alexa Ruby Events will be the entity purchasing the 1.028 acres of land described in the Agreement as Fannin Flats, Block A, Lot 1, Round Rock, Texas (***the "Property"***) the Agreement; and

WHEREAS, the change in the purchasing entity requires the Agreement to be amended to add Alexa Ruby Events as a party and amend related terms of the Agreements and Exhibits to the Agreement, including the Economic Development Loan and Deed of Trust as set forth herein; and

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, LCH, and Alexa Ruby Events agree as follows:

ARTICLE I
PARTIES

Section 1.01 Alexa Ruby Events, LLC is added as a party to this Agreement and along with LCH and the City shall be bound to all terms and conditions of the Agreement.

ARTICLE II
AMENDMENTS

Section 2.01 Alexa Ruby Events intends to be the purchaser of the Property described in the Agreement and herein.

Section 2.02 The Economic Development Loan for the Property shall be to Alexa Ruby Events to offset a portion of the cost to acquire and develop the Property. A copy of the Loan is attached hereto as **Amended Exhibit E**, accompanied by a Deed of Trust, attached hereto as **Amended Exhibit F**. **Amended Exhibit E** and **Amended Exhibit F** shall replace **Exhibit E** and **Exhibit F** to the Agreement in their entirety.

Section 2.03 The Economic Incentive Payments set forth in the Agreement will be paid solely to LCH.

Section 2.04 LCH and/or Alexa Ruby Events, LLC agrees to sell to the City a portion of property it owns adjacent to Brushy Creek for a bridge landing for the City's trail system as described in **Exhibit H** of the Agreement.

Section 2.05 The Economic Incentive Payments set forth in the Agreement will be paid solely to LCH.

Section 2.06 In **Section 6.9, Notice** of the Agreement, the following addition is made:

If Alexa Ruby Events: Alexa Ruby Events, LLC
 1209 East Ceasar Chavez Street
 Austin, TX 78702
 Phone: (830) 279-2261
 Email: bree.carrico@alexamgmt.com

With required copy to:

Bree Carrico
1805 W. 33rd Street
Austin, TX 78703
Phone: (830) 279-2261
Email: bree.carrico@alexamgmt.com

ARTICLE III **MISCELLANEOUS**

Section 3.01 To the extent necessary to affect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

Section 3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the day and year first above written.

[Signatures on the following pages.]

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

By: _____
Craig Morgan, Mayor

ATTEST: _____
Ann Franklin, City Clerk

APPROVED as to form:

Stephanie L. Sandre, City Attorney

RRTX LAKE CREEK, LP
a Texas Limited Partnership

By: _____

Its: _____

Date: _____

ALEXA RUBY EVENTS, LLC
a Texas Limited Liability Company

By: _____

Its: _____

Date: _____

AMENDED EXHIBIT E (to the Agreement)

(The Economic Development Loan)

(See Attached)

ECONOMIC DEVELOPMENT LOAN

I. Basic Information

Date: March 13, 2025

Borrower: Alexa Ruby Events, LLC
 1209 East Ceasar Chavez Street
 Austin, Texas 78702

Borrower's Mailing Address:

Lender: City of Round Rock, Texas

Place for Payment: 221 E. Main St.
 Round Rock, Texas 78664
 Williamson County

Principal Amount: \$2,650,000.00

Annual Interest Rate: Secured Overnight Financing Rate (SOFR) plus One Percent (1%)

Maturity Date: December 31, 2029

Terms of Payment (principal and interest): The Principal Amount is due and payable on December 31, 2029. The annual interest shall accrue throughout the term of the Loan but shall be forgiven so long as payment of the Principal Amount is made in full by the Maturity Date. In the event the Principal Amount is not paid in full by the Maturity Date, all interest accrued shall be required to be paid in full by the Borrower.

Security for Payment: This note is secured by first lien deed of trust of even date as said Loan from Borrower to Stephanie L. Sandre, trustee, both of which cover the following real property: Fannin Flats, Block A, Lot 1, the "Property".

Purpose of Loan: The Lender and Borrower have entered into that one certain Economic Development Program Agreement ("Agreement") dated the 13th day of March, 2025 to promote the Project as described below, and in the Agreement, which Project will promote economic development as contemplated by Chapter 380 of the Texas Local Government Code. The purpose of this note is to provide funding to Borrower for the purchase of the Property

Description of Project: The Project is described in the Agreement and herein as an expansion of its existing upscale boutique hotel through the new development on approximately 1.028 acres adjacent to its existing hotel facilities as an events center.

II. Promise to Pay

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate, which said interest shall be forgiven by Lender so long as the Principal Amount is paid in full by the Maturity Date. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus all accrued interest.

III. Defaults and Remedies

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in the Agreement, or in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party; (5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; or (7) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party.

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (5) any Collateral Security is assigned for the benefit of creditors; (6) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (7) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (8) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that

permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; or (9) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Upon the occurrence of a default under this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due, and may exercise all other rights and remedies available at law or in equity.

IV. Waivers

Borrower waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, (7) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code, and (8) rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code and rule 31 of the Texas Rules of Civil Procedure.

V. Attorney's Fees

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

VI. Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

VII. Other Clauses

Each Borrower is responsible for all obligations represented by this note.

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

[Signature on the following page.]

BORROWER

ALEXA RUBY EVENTS, LLC

a Texas Limited Liability Company

By: _____

Its: _____

AMENDED EXHIBIT F (to the Agreement)

(Deed of Trust)

(See Attached)

Deed of Trust

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date: March 13, 2025

Grantor: Alexa Ruby Events, LLC

Grantor's Mailing Address: 1209 Ceasar Chavez Street
Austin, Texas 78727

Trustee: Stephanie L. Sandre

Trustee's Mailing Address: 309 E. Main St.
Round Rock, Texas 78664

Lender: City of Round Rock, Texas

Lender's Mailing Address: 221 E. Main St.
Round Rock, Texas 78664

Obligation

Note

Date: March 13, 2025

Original principal amount: \$2,650,000.00

Borrower: Alexa Ruby Events, LLC

Lender: City of Round Rock, Texas

Maturity date: December 31, 2029

Property (including any improvements): Fannin Flats, Block A, Lot 1, Round Rock, Texas, a subdivision in Williamson County, Texas.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to:

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lender specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name the Lender as the person to be paid under the policy in the event of a loss;**

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may:

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will;

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order:

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and

- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.20. Grantor represents that this deed of trust and the Note are given for the following purposes: for business or commercial purposes and not for personal, family, or household purposes.

Grantor agrees not to grant any lien or security interest in the Property or to permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantor agrees, within thirty days, to either remove the involuntary encumbrance or provide a bond acceptable to Lender against the involuntary encumbrance.

Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default if Grantor transfers any of the Property to a person who is not a permitted transferee without Lender's consent or, if Grantor is not a natural person, if any person owning a direct or indirect interest in Grantor transfers such interest to a person that is not a "permitted transferee" without Lender's consent.

If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lender or other holder of the Note, Lender or other holder of the Note may, at its sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lender or other holder of the Note has no obligation to consent to any such sale or conveyance of the Property, and Lender or other holder of the Note is entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lender or other holder of the Note in its sole discretion deems appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lender or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent sale under a subordinate lien to which Lender or other holder of the Note has consented will not be construed as a sale or conveyance of the Property.

GRANTOR:

Alexa Ruby Events, LLC

By: _____
_____, its _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of the month of March, 2025, by _____[name], _____[title] of **Alexa Ruby Events, LLC** known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute the Quantity Adjustment/Change Order No. 4 with Jordan Foster Construction, LLC for the Kenney Fort Boulevard - Segment 4C Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/10/2025

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$559,705.35

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

Attachments: Resolution, Exhibit A, Map, 1295

Department: Public Works

Text of Legislative File 2025-088

Quantity Adjustment/Change order (QA/CO) No. 1 included removal of metal beam guard fence, provide portable concrete traffic barriers, and temporary pavement markings for the work at Joe DiMaggio Boulevard and Chandler Creek. Steel encasement pipe was added for the waterline at the new driveway location and the bore for the waterline was extended due to the depth and the close proximity to the proposed NB bridge. This Change Order/Quantity Adjustment is in the amount of \$71,028.45.

QA/CO No. 2 was for the repair and relocation of the reuse water line, additional inlets behind the sidewalk to aid in the drainage near the residential area, including temporary signal at the intersection of Joe DiMaggio and Kenney Fort Blvd., bores under some driveways and additional Type B pavement. This change order was in the amount of \$160,469.05. The Quantity Adjustment was in the amount of a negative \$5,636.00. The grand total of this QA/CO was \$154,833.05.

QA/CO No. 3 was for the removal of two fire hydrants, the installation of a concrete flume on the backside of the sidewalk, removal of pavement markings, install additional raised pavement markings, modifications to the traffic signals at Joe DiMaggio Boulevard and Old Settlers Boulevard, and removal of one tree that fell in the roadway during a storm. The quantity adjustments were mainly roadway excavation overruns due to incorrect Engineer calculations of the original plan quantity. The Change Order portion was \$74,261.65. The Quantity Adjustments are \$303,072.00. The total amount was for \$377,333.65.

QA/CO No. 4 is the final Change Order and Quantity Adjustment for the project. Many of these items were late coming in after the project was finished. Additional concrete median work with the stamped and dyed concrete, additional concrete sidewalk that was damaged when the waterline was being constructed, an additional right turn lane was added so an additional driveway curb and gutter and asphalt were needed. Additional manholes were also added, an additional curb ramp was added to bring it up to current standards, and additional pavement markings that were missed on the original plans. The Change Order portion is \$289,856.68. Quantity Adjustments were \$269,848.67. The total amount of QA/CO No. 4 is \$559,705.35.

Cost: \$559,705.35

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2025-088

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Jordan Foster Construction, LLC for the Kenney Fort Boulevard - Segment 4C Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 4, 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, Quantity Adjustment/Change Order No. 4 to the Contract with Jordan Foster Construction, LLC for the Kenney Fort Boulevard - Segment 4C Project, a copy of said quantity adjustment/change order 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 10th day of April, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

Page 1 of 4



Contract Quantity Adjustment/Change Order

Department: Transportation

Project Name: Kenney Fort Boulevard - Segment 4C Date: 01/15/2025

City Project ID Number: _____ Quantity Adjustment/Change Order No. 4

Vendor: Jordan Foster Construction 15603 IH 35, Pflugerville, TX 78660 (512) 990-8313

Company Name Address Phone No.

Justification

The City of Round Rock increased the quantity of concrete median, as well as, added color and pattern to the finish. The quantity adjustments are to true-up the Contract. Additional concrete sidewalk was removed and replaced on the north end of the project near the sports complex, removed with concrete curb and replaced with a concrete driveway for maintenance crews at STA 117+00, and removed and replaced with concrete ramps the SW corner of the intersection of Joe DiMaggio Blvd. Additional concrete curb was removed and flexible base, concrete curb, and hot mix asphalt was added to construct the additional left turn lane at STA 163+50. Additional 18" RC pipe and inlet was added at STA 184+00. Additional manholes at STAs 112+50, 127+00, 137+00, and 183+00. Additional pavement markings, permanent, work zone, and elimination, remove and replace small signs, temporary traffic signals were added as part of the milling and overlaying at the intersections of Joe DiMaggio and Old Settlers Blvds. An existing fire hydrant near STA 117+50 was removed and replaced. One of the 24" gate valves shown on the plans was not account for in the bid quantities.

SUMMARY

	Amount	% Change
Original Contract Price:	\$18,577,470.14	
Previous Quantity Adjustment(s):	\$312,308.20	1.7%
This Quantity Adjustment:	\$269,848.67	1.5%
Total Quantity Adjustment(s) To Date:	\$582,156.87	3.1%
Total Contract Price with Quantity Adjustment(s):	\$19,159,627.01	
Previous Change Order(s):	\$290,886.95	1.5%
This Change Order:	\$289,856.68	1.5%
Total Change Order(s) To Date:	\$580,743.63	3.0%
Adjusted Contract Price:	\$19,740,370.64	
[Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]		
Difference between Original and Adjusted Contract Prices:	\$1,162,900.50	
Original Contract Time:	372	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	0	
New Contract Time:	372	

Submitted for Approval

Prepared By: JC Kindel JC Kindel, Senior Project Manager, Jordan Foster Construction 01/15/2025

Signature Printed Name, Title, Company Date

Approvals

Contractor: John Goodrich Jordan Foster Construction, LLC 02/12/2025

Signature Printed Name, Title, Company Date

City Project Manager: Bill Stab Bill Stabheim, PM 3-17-25

Signature Printed Name, Title Date

Mayor/City Manager: _____

Signature Printed Name, Title Date



Contract Quantity Adjustment/Change Order

Project Name: Kenney Fort Boulevard - Segment 4C

Quantity Adj./Change Order No.: 4

Change Order Data

[illegible]



Contract Quantity Adjustment/Change Order

Project Name: Kenney Fort Boulevard - Segment 4C

Quantity Adj./Change Order No.: 4

Quantity Adjustment Data

Bid Item #	Item Description	Unit	Quantity	Unit Price	Amount	Contract Time Adjustment (Days)
2	104-6015 REMOVING CONC (SIDEWALKS)	SY	1,063.00	\$10.00	\$10,630.00	0
4	104-6021 REMOVING CONC (CURB)	LF	530.00	\$8.00	\$4,240.00	0
11	164-6009 BROADCAST SEED (TEMP) (WARM)	SY	(12,681.00)	\$0.18	(\$2,282.58)	0
12	164-6011 BROADCAST SEED (TEMP) (COOL)	SY	(12,153.00)	\$0.18	(\$2,187.54)	0
14	247-6366 FL BS (CMP IN PCL) (TY A GR 5) (FNAL POS)	CY	215.00	\$53.00	\$11,395.00	0
15	310-6027 PRIME COAT (MC-30 OR AE-P)	GAL	(1,831.80)	\$5.00	(\$9,159.00)	0
42	464-6003 RC PIPE (CL III) (18 IN)	LF	148.00	\$87.00	\$12,876.00	0
46	465-6002 MANH (COMPL) (PRM) (48 IN)	EA	1.00	\$7,200.00	\$7,200.00	0
47	465-6003 MANH (COMPL) (PRM) (60 IN)	EA	1.00	\$8,700.00	\$8,700.00	0
48	465-6004 MANH (COMPL) (PRM) (72 IN)	EA	2.00	\$12,000.00	\$24,000.00	0
50	465-6016 INLET (COMPL) (PCO) (3FT) (BOTH)	EA	1.00	\$8,900.00	\$8,900.00	0
52	465-6149 INLET (COMPL) (PAZD) (SL) (3FTX3FT)	EA	(1.00)	\$6,000.00	(\$6,000.00)	0
53	465-6557 INLET (CURB) (SPL)	EA	(2.00)	\$7,000.00	(\$14,000.00)	0
60	502-6001 BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	7.00	\$3,400.00	\$23,800.00	0
61	506-6002 ROCK FILTER DAMS (INSTALL) (TY 2)	LF	30.00	\$32.00	\$960.00	0
62	506-6003 ROCK FILTER DAMS (INSTALL) (TY 3)	LF	11.00	\$50.00	\$550.00	0
63	506-6011 ROCK FILTER DAMS (REMOVE)	LF	41.00	\$6.30	\$258.30	0
64	506-6020 CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	(598.00)	\$4.20	(\$2,511.60)	0
65	506-6024 CONSTRUCTION EXITS (REMOVE)	SY	(598.00)	\$2.10	(\$1,255.80)	0
69	506-6042 BIODEG EROSN CONT LOGS (INSTL) (18")	LF	(64.00)	\$11.00	(\$704.00)	0
70	506-6043 EROSN CONT LOGS (REMOVE)	LF	(64.00)	\$2.20	(\$140.80)	0
73	530-6004 DRIVEWAYS (CONC)	SY	250.00	\$102.00	\$25,500.00	0
74	531-6001 CONC SIDEWALKS (4")	SY	416.00	\$78.00	\$32,448.00	0
75	531-6010 CURB RAMPS (TY 7)	EA	4.00	\$2,900.00	\$11,600.00	0
76	536-6002 CONC MEDIAN	SY	(7.00)	\$320.00	(\$2,240.00)	0
85	618-6046 CONDT (PVC) (SCH 80) (2")	LF	179.00	\$14.50	\$2,595.50	0
86	618-6047 CONDT (PVC) (SCH 80) (2") (BORE) W/PRESSURE GROUT CONCRETE	LF	(115.00)	\$68.00	(\$7,820.00)	0
88	618-6054 CONDT (PVC) (SCH 80) (3") (BORE) W/PRESSURE GROUT CONCRETE	LF	(345.00)	\$79.00	(\$27,255.00)	0
93	621-6002 TRAY CABLE (3 CONDR) (12 AWG)	LF	139.00	\$1.70	\$236.30	0



rev. 05/23

Contract Quantity Adjustment/Change Order

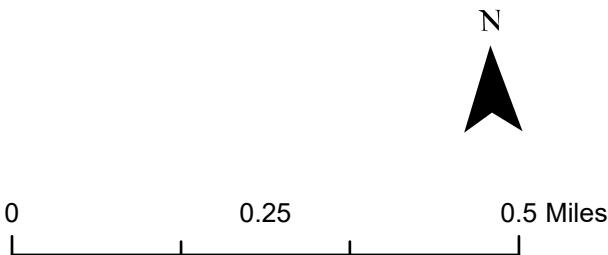
94	624-6002 GROUND BOX TY A (122311) W/ APPRON	EA	1.00	\$1,160.00	\$1,160.00	0
97	628-6002 REMOVE ELECTRICAL SERVICES	EA	(1.00)	\$580.00	(\$580.00)	0
99	644-6001 IN SM RD SN SUP & AM TY10 BWG (1) SA (P)	EA	7.00	\$820.00	\$5,740.00	0
100	644-6076 REMOVE SM RD SN	EA	1.00	\$110.00	\$110.00	0
102	666-6006 REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	9.00	\$3.70	\$33.30	0
103	666-6036 REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	435.00	\$7.40	\$3,219.00	0
104	666-6042 REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	741.00	\$2.10	\$1,556.10	0
105	666-6054 REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	5.00	\$2.10	\$10.50	0
106	666-6078 REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4.00	\$195.00	\$780.00	0
107	666-6099 REFL PAV MRK TY I (W) 18" (YLD TRI) (100 MIL)	EA	8.00	\$235.00	\$1,880.00	0
108	666-6126 REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	788.00	\$80.00	\$63,040.00	0
109	672-6007 REFL PAV MRKR TY I-C	EA	8.00	\$7.10	\$56.80	0
110	672-6009 REFL PAV MRKR TY II-A-A	EA	28.00	\$7.10	\$198.80	0
123	684-6046 TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	LF	197.00	\$5.00	\$985.00	0
124	684-6080 TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	364.00	\$1.00	\$364.00	0
128	688-6001 PED DETECH PUSH BUTTON (APS)	EA	2.00	\$890.00	\$1,780.00	0
149	3076-6001 D-GR HMA TY-B PG64-22	TON	(886.46)	\$104.00	(\$92,191.84)	0
150	3076-6009 D-GR HMA TY-C PG70-22	TON	789.76	\$135.00	\$106,617.60	0
151	CORR 501 JACKING OR BORING 42-IN STEEL PIPE, 1/2-INCH THICK	LF	20.00	\$875.00	\$17,500.00	0
168	CORR 511 VALVE(GATE TYPE) (24-IN DIA)	EA	1.00	\$30,000.00	\$30,000.00	0
171	CORR 511 FIRE HYDRANTS	EA	1.00	\$5,000.00	\$5,000.00	0
180	512-6009 PORT CTB (FURN & INST) (LOW PROF)	LF	120.00	\$19.08	\$2,289.60	0
182	512-6057 PORT CTB (REMOVE) (LOW PROF)	LF	120.00	\$19.08	\$2,289.60	0
188	662-6060 WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	(32.00)	\$5.30	(\$169.60)	0
189	662-6063 WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	(3,550.00)	\$1.06	(\$3,763.00)	0
190	662-6095 WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	2,103.00	\$3.71	\$7,802.13	0
192	677-6001 ELIM EXT PAV MRK & MRKRS (4")	LF	(3,025.00)	\$0.58	(\$1,754.50)	0
193	677-6007 ELIM EXT PAV MRK & MRKRS (24")	LF	(60.00)	\$3.18	(\$190.80)	0
194	677-6008 ELIM EXT PAV MRK & MRKRS (ARROW)	EA	(5.00)	\$106.05	(\$530.25)	0
195	677-6012 ELIM EXT PAV MRK & MRKRS (WORD)	EA	(5.00)	\$185.59	(\$927.95)	0
202	681-0000 TEMP TRAF SIGNALS	EA	1.00	\$4,029.90	\$4,029.90	0
203	686-0000 REMOVE SIGNAL POLE ASSEMBLY	EA	2.00	\$1,590.75	\$3,181.50	0
				TOTALS:	\$269,848.67	0



Kenney Fort Boulevard Segment 4

Round Rock Public Works Department

August 2024



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.**

Jordan Foster Construction, LLC
Pflugerville, TX United States

Certificate Number:
2025-1288097

Date Filed:
03/28/2025

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.

Kenney Fort Boulevard - Seg 4
KFB 4C - QA/CO # 4

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fosteer, Paul	El Paso, TX United States	X	
	Goodrich, John	El Paso, TX United States	X	
	Woody, Darren	El Paso, TX United States	X	
	William, Kell	El Paso, TX United States	X	
	Raines, Roy	El Paso, TX United States	X	


5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Matt Gold, and my date of birth is [REDACTED].

My address is 4801 Destination Way, Jonestown, TX, 78645, US.
(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 Texas, on the 28 day of March, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.

Jordan Foster Construction, LLC
Pflugerville, TX United States

Certificate Number:
2025-1288097

Date Filed:
03/28/2025

Date Acknowledged:
03/28/2025

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.

Kenney Fort Boulevard - Seg 4
KFB 4C - QA/CO # 4

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fosteer, Paul	El Paso, TX United States	X	
	Goodrich, John	El Paso, TX United States	X	
	Woody, Darren	El Paso, TX United States	X	
	William, Kell	El Paso, TX United States	X	
	Raines, Roy	El Paso, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with ODP Business Solutions, LLC for the purchase of office supplies and related services.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/10/2025

Dept Director: Kevin Klosterboer,CFO

Cost: \$450,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Finance

Text of Legislative File 2025-089

Consider a resolution authorizing the Mayor to execute an Agreement with ODP Business Solutions, LLC for the purchase of office supplies and related services.

The agreement with Office Depot will provide the City with contract pricing for office supplies, related products and services needed to support City operations under OMNIA Partners Cooperative Contract # R190303 for a term through June 30, 2025. Procurement and Contracting Services anticipates that this agreement will be extended without the need for an amendment to this contract.

The contract is issued in an amount not to exceed \$450,000 for the term of the contract for supplies purchased from Office Depot. The costs are paid from each department's operating budget.

Staff recommends approval of this agreement.

Cost: \$450,000

Source of Funds: General Fund

RESOLUTION NO. R-2025-089

WHEREAS, the City of Round Rock (“City”) desires to purchase office supplies and related services; and

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

WHEREAS, ODP Business Solutions, LLC, Inc. is an approved vendor of the OMNIA Cooperative; and

WHEREAS, the City desires to purchase office supplies from ODP Business Solutions, LLC through OMNIA Cooperative Contract No. R190303, 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 with ODP Business Solutions, LLC for the Purchase of Office Supplies and Related Services, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 10th day of April, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND ODP BUSINESS SOLUTIONS, LLC
FOR THE PURCHASE OF
OFFICE SUPPLIES AND RELATED SERVICES**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement for the purchase of office supplies and related services (the "Agreement") is made and entered into this _____ day of _____, 2025, (the "Effective Date") by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and ODP BUSINESS SOLUTIONS, LLC whose offices are located at 6600 North Military Trail, Boca Raton, Florida 33496, referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to purchase office supplies and related services; and

WHEREAS, City is a member of the Omnia Cooperative Purchasing Program (the "Co-op") and Vendor is an approved Co-op vendor through Co-op Contract #R190303; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the Co-op as set forth herein; and

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

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City agrees to purchase specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means ODP Business Solutions, LLC, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated below or is terminated in accordance with Section 14.0.

B. This Agreement shall expire on the 30th day of June 2025, in the event Omnia Contract #R190303 is not renewed for an additional term, or this Agreement shall expire anytime thereafter in the event the Omnia Contract #R190303 is not further renewed at the end of any renewal term. So long as Omnia Contract #R190303 continues to be renewed, this Agreement shall continue to remain in effect pursuant to the terms and conditions set forth herein, however, in no event shall the term of this Agreement exceed sixty (60) months from the effective date hereof.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached **Exhibit "A,"** incorporated herein by reference for all purposes.

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

C. Vendor shall satisfactorily provide all deliverables and services described herein and referenced in **Exhibit "A"** within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in Omnia Contract #R190303.

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$450,000.00,** for the term of this Agreement.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer,

employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

10.0 CITY'S REPRESENTATIVE

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

Brandon Rainer, Purchaser
Finance Department
221 E. Main Street.
Round Rock, TX 78664
(512) 341-3301
brainer@roundrocktexas.gov

11.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely, and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. Either party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon written notice to the other party, the "Date of Termination."

B. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

14.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees, and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees, or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

15.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

16.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns, and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party, except that Vendor may assign this Agreement (i) to any of its subsidiaries or affiliates at any time, or (ii) in connection with the transfer or sale of all or substantially all of its business related to this Agreement.

17.0 NOTICES

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

Notice to Vendor:

Vendor: ODP Business Solutions, LLC
Attn: Chris Edler
6600 North Military Trail
Boca Raton, FL 33496
Email: Chris.edler@odpbusiness.com

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

18.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

19.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

20.0 DISPUTE RESOLUTION

City and Vendor 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.

21.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

22.0 MISCELLANEOUS PROVISIONS

A. **Standard of Care.** Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors, and assigns.


D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

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

ODP Business Solutions, LLC



By: 
Printed Name: Chris Edler
Title: Vice President
Date Signed: February 25, 2025

City of Round Rock, Texas

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

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT “A”

<https://www.omniapartners.com/suppliers/odp-business-solutions/public-sector/contract-documents#contract-159>



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute an Out-of-City Water Service Agreement with Joy Alappatt for property located at 3600 County Road 175, Round Rock, Williamson County, Texas.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/10/2025

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Resolution, Exhibit B, Exhibit A

Department: Public Works

Text of Legislative File 2025-090

Saint Alphonsa Catholic Church is a parish of the Syro-Malabar Rite belonging to the Saint Thomas Syro-Malabar Catholic Diocese of Chicago. The property owners are requesting water service for this facility from the City because it is located within its Extra-Territorial Jurisdiction and Certificate of Convenience and Necessity service area, but it is outside City Limits. The property owners will be responsible for extending the water service line from the water stub located on CR 175, securing any easements required, and paying the City's water impact fee of \$24,560. This impact fee is for a 1.5-inch water meter, which provides five living unit equivalents (5 LUEs) to the site.

RESOLUTION NO. R-2025-090

WHEREAS, Zoning and Development Code, Chapter 4, Article VI, Section 4-80 Code of Ordinances (2018 Edition) provides that under certain conditions the City will furnish water and wastewater services outside of the city limits; and

WHEREAS, Joy Alappatt, the owner of record for property located at 3600 CR 175, Leander, Texas, as shown in Exhibit “A” (“Property”), has requested that the City furnish water service to said Property; and

WHEREAS, the Council hereby determines that the City has adequate capacity of water service available for the purpose of serving the Property without impairing services within the City; and

WHEREAS, the owner of the Property must comply with all of the provisions of §4-80 with respect to costs, construction standards, inspections, *et cetera*; and

WHEREAS, the owner of the Property must also comply with applicable subdivision and platting statutes and ordinances, Now Therefore

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

That subject to owner compliance with applicable subdivision and platting statutes and ordinances, and pursuant to Zoning and Development Code, Chapter 4, Article VI, Section 4-80 Code of Ordinances (2018 Edition) the City Council hereby approves the furnishing of water service to the Property, subject to the owners compliance with the requirements of said §4-80, at the rates specified in §4-80(b) of the Code, and in accordance with the Out-of-City Water Service Agreement described below, and

BE IT FURTHER RESOLVED,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Out-of-City Water Service Agreement with Joy Alappatt, a copy of said agreement being attached hereto as Exhibit “B” 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 10th day of April, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"B"

OUT-OF-CITY WATER SERVICE AGREEMENT

THIS OUT-OF-CITY WATER SERVICE AGREEMENT ("Agreement"), is made and entered by and between JOY ALAPPATT, referred to herein as the "Customer," and the CITY OF ROUND ROCK, TEXAS, a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Customer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Customer is the owner of record of the property at 3600 CR 175, Leander, Texas 78641 (the "Property"), being more particularly described in Exhibit "A" which is hereby incorporated for all purposes; and

WHEREAS, the City has determined that it is desirable for the Property to receive water service from the City notwithstanding the fact that the Property is outside the City's corporate limits; and

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of water treatment and distribution services available for the purpose of servicing Customer without impairing services within the City, NOW, THEREFORE:

WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

Article I. Customer's Obligations Under this Agreement

1.01 The Customer shall be required to own and install a standard water service line and 1.5-inch meter which will connect with the City's water system located as shown in Exhibit "B". Prior to the installation, the Customer shall submit a detailed drawing prepared by a licensed engineer in the State of Texas for review and approval by the City.

1.02 Customer shall grant the City the right of entry and access to Customer's private water line attached to the City's water system at all times to inspect, to investigate the source of operational or maintenance problems, to prevent or detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonable related to the provision of service under this Agreement. The Customer will cooperate with the City to provide access for these purposes, provided that the City provides Customer at least one working day's written notice or, in the event of an emergency, prior notice by telephone or confirmed facsimile, of its need for access.

1.03 The Customer shall be responsible for securing any rights required for the Customer to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove the water service line and meter described in 1.01 and 1.02 above in, upon,

over, under, above and across any necessary areas of private property not owned by the Customer or public property to connect to the City's water system.

1.04 Customer shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of water services outside the city limits, a copy of such Sec. 4-80 being attached hereto as Exhibit "C," incorporated herein by reference. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

1.05 Customer agrees that in the event the Property becomes contiguous with the City limits of Round Rock, Texas, and meets all requirements of annexation, the owner of the Property shall immediately apply for annexation into the City, and cooperate fully with the annexation of the Property into the City and any zoning requirements of the City.

Article II. Provision of Water Services

2.01 City agrees to sell Customer water service as required by Customer for domestic use on an as needed basis for its business located on the Property.

2.02 The water service to be provided herein is for the Property as described in Exhibit "A" and no other property.

2.03 Customer agrees to abide by all mandatory and voluntary use restrictions imposed by the City on its own citizens.

Article III. Rates

3.01 Customer agrees to pay City for all fees charged and all water services provided to Customer at the rates authorized by Chapter 44, Article II, Sec. 44-32, Code of Ordinances, 2018 Edition, City of Round Rock, Texas, as amended from time to time.

3.02 The City shall render a monthly bill to Customer for water services. Payment shall be made no later than the sixteenth (16th) day following the mailing of the bill. Failure by Customer to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement.

3.03 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances, 2018 Edition, City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Customer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the water treatment system, and for conservation of water.

4.02 Customer agrees to take all necessary precautions to maintain the sanitary conditions of City's water supply system.

4.03 Customer agrees to pay a Water Impact Fee in the amount of **Twenty-Four Thousand Five Hundred and Sixty and 00/100 Dollars (\$24,560.00)** for five (5) living unit equivalents, and to pay all other fees applicable to water service.

4.04 Customer agrees and understands that the City's willingness to provide water service to the Property is expressly contingent on the Property continuing to be used for its current use. Customer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.05 Customer agrees that it will comply with all of the City's ordinances regarding subdivision, zoning, development, and building permits.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

6.03 The City shall have the option to terminate this agreement upon the receipt of a petition from Customer or its assigns for release from the City's extraterritorial jurisdiction pursuant to Chapter 42, Subchapters D or E of the Texas Local Government Code.

Article VII. Miscellaneous Provisions

7.01 Customer is prohibited from selling or giving water service purchased herein to anyone else.

7.02 Customer shall be permitted to assign its rights herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same.

7.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

7.04 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.05 In case any one or more of the provisions contained in this Agreement 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 thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

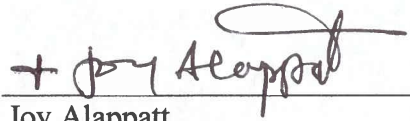
7.06 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

7.07 The violation by Customer of any of City's ordinances related to the use or disposition of water, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City.

[Signatures on the following page.]

IN WITNESS HEREOF, the parties have executed this Out of City Water Service Agreement in two (2) counterparts, each of which will be deemed an original on this the 17th day of MARCH, 2025.

CUSTOMER

By: 
Joy Alappatt
3600 CR 175
Leander, Texas 78641

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Ann Franklin, City Clerk

For City, Approved as to Form:

Stephanie Sandre, City Attorney

Exhibit "A"
(Property Description)

5.00 acres of land, located in the John D. Anderson Survey, Abstract No. 16 of Williamson County, Texas; said 5.00 acre tract of land being a portion of 8.00 acre tract of land conveyed from Perry O. Mayfield to Robert Benton Moore and Wife, Teresa Elaine Moore, executed September 29, 1976, recorded in Volume 648, Page 238 of the Deed Records of Williamson County, Texas; and being further described in the deed recorded in Document No. 2023086320 of the Official Public Records of Williamson County, Texas.

Exhibit “B”
(Water service connection line)

(Attached behind this page)



CERTIFIED BY | WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

THE DRAWING AND WRITTEN MATERIAL HEREIN
CONSTITUTE ORIGINAL WORK OF THE
ENGINEER, AND AS THE INTELLECTUAL
PROPERTY AND INSTRUMENTS OF SERVICE
ARE SUBJECT TO COPYRIGHT AND MAY NOT BE
REPRODUCED, DISTRIBUTED PUBLISHED OR
USED IN ANY WAY WITHOUT THE EXPRESSED
WRITTEN CONSENT OF THE ENGINEER.

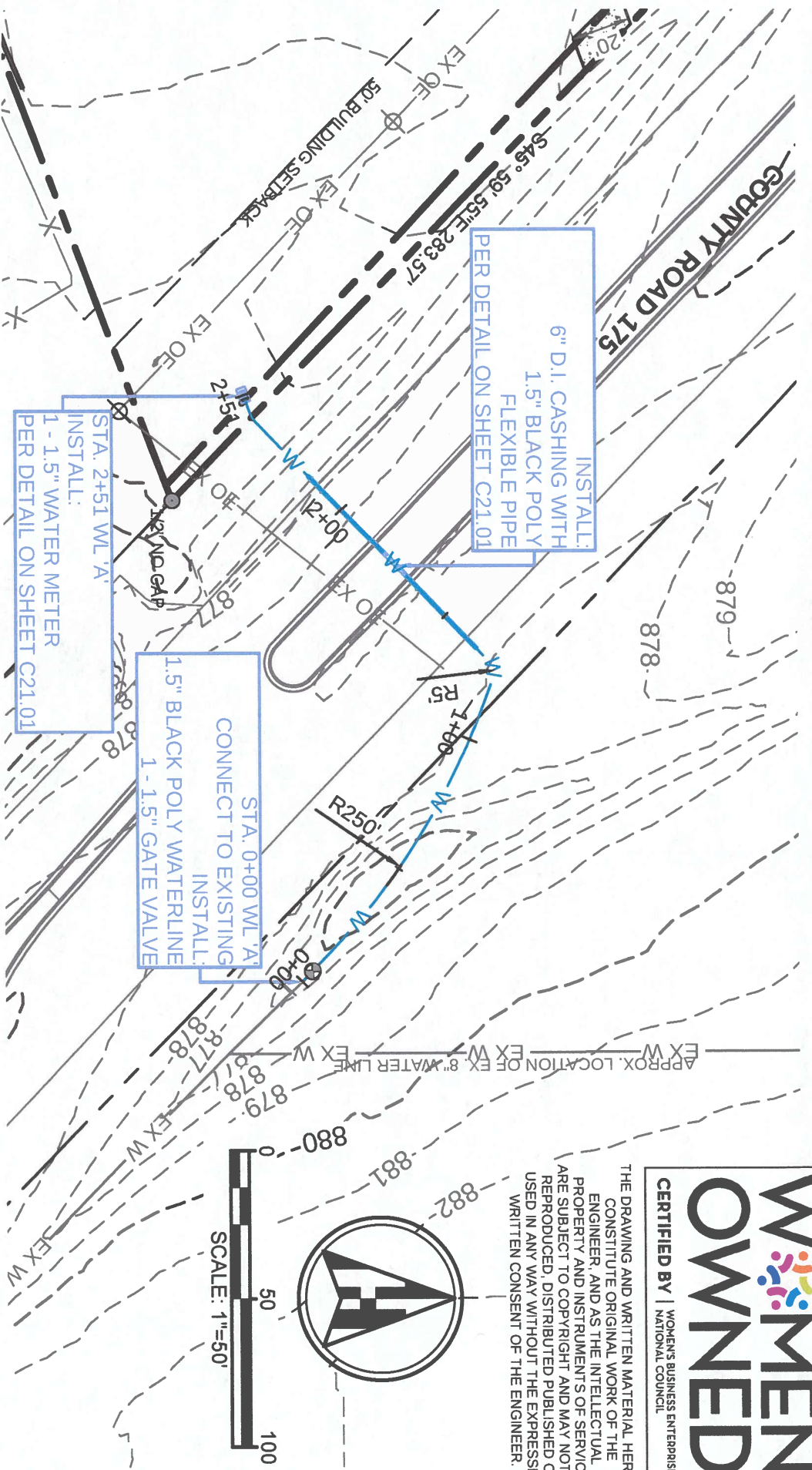
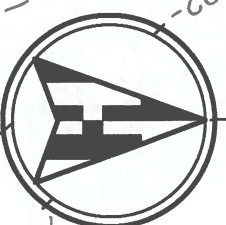


EXHIBIT
TO SERVE

ST ALPHONSA CHURCH

3600 COUNTY ROAD 175

LEANDER, TX 78641

OUT OF CITY SERVICE AGREEMENT

01

Henderson Professional Engineers
HP E
600 ROUND ROCK WEST
DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208

Civil Engineering www.hendersonpe.com

WBE210166 | HUB 1853873845300

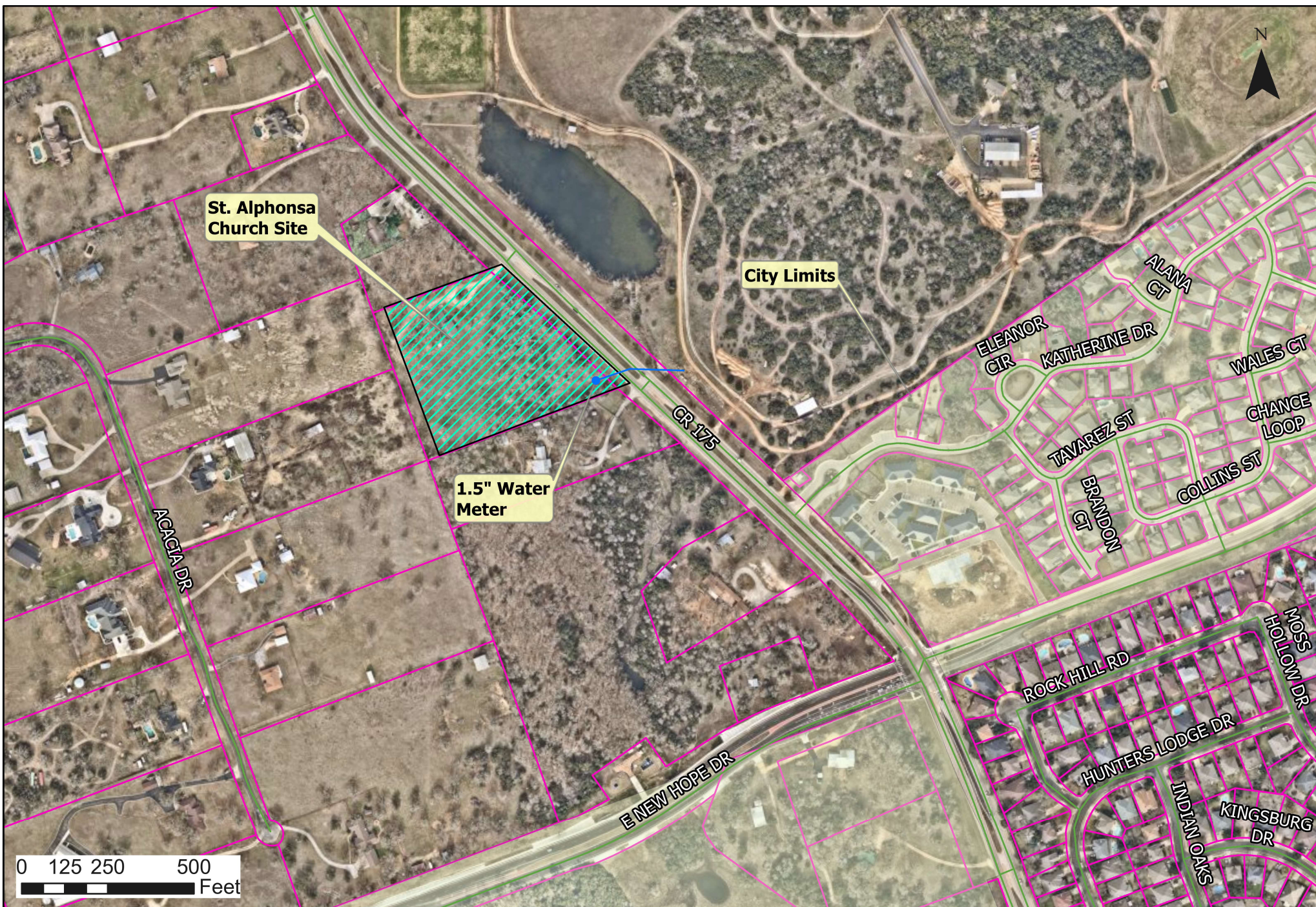
Exhibit C

Sec. 4-80. - Furnishing of water, reuse water, and sewer services outside city limits.

- (a) *Conditions under which city services will be provided.* The city shall furnish water, sewer and/or reuse water services to residential and commercial users located outside the city limits only upon the following conditions:
- (1) *Adequate capacity exists.* There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
 - (2) *Owners outside city limits to bear costs of lines and furnish easements.* The construction costs of water, sewer and/or reuse water lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
 - (3) *Construction to conform to city standards.* All design and construction shall be in accordance with city standards and specifications.
 - (4) *New subdivisions to comply with subdivision regulations.* New subdivisions recorded after the date of passage of this section desiring city water, sewer and/or water reuse services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
 - (5) *City to have right of review.* The city shall have the right to review and approve all plats and plans and inspect and approve all water, sewer and/or reuse water construction within subdivisions where water, sewer, and/or reuse water service is to be provided.
 - (6) *Water and sewer facility requirements.* Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).
 - (7) *Water, sewer, and/or reuse water lines to meet ultimate requirements of city.* Where water, sewer, and/or reuse water lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
 - (8) *Extended lines to be designed and inspected by city's engineer.* All water, sewer, and/or reuse water lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water, sewer, and/or reuse water service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
 - (9) *City may reimburse owner for oversized lines.* Where the size of the water, sewer, and/or reuse water lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line construction shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent (5%) interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
- (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34 of the Code of Ordinances.

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Date: 3/19/2025

EXHIBIT
"A"

3600 CR 175 – St. Alphonsa Church Out-of-City Water Service Agreement

