Notice of Meeting of the Governing Body of the City of Georgetown, Texas April 23, 2019

The Georgetown City Council will meet on April 23, 2019 at 6:00 PM at City Council Chambers - 510 West 9th St., Georgetown, TX 78626

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

REVISED AGENDA

Regular Session

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

A **Call to Order**
Invocation
Pledge of Allegiance
Comments from the Mayor
- Georgetown Running Club Day Proclamation
- Animal Care & Appreciation Week Proclamation
- 2019 Librarian of the Year Proclamation

City Council Regional Board Reports
Announcements
Action from Executive Session

Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order that it be discussed and acted upon individually as part of the Regular Agenda.

B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, April 9, 2019 and the Special meeting of April 10, 2019 -- Karen Frost, Deputy City Secretary

C Consideration and possible action to approve the **Vacation** and **Resubdivision** establishing the **Replat** of **Vista Pointe Subdivision Phase One**, as owner of parkland on Lot 18, Block B of the said subdivision; and, to authorize the Mayor to sign the plat and execute such other documents as may be necessary -- Travis Baird, Real Estate Services Manager

D Consideration and possible action to authorize the **declaration** of a **public utility easement** across a tract of land located in the W. Addition Survey, Abstract No. 21, Williamson County,

Texas, being a portion of Lot 1, Block 1, Fire Station No. 7 Subdivision, and to authorize the Mayor to execute all documents necessary to issue the declaration -- Travis Baird, Real Estate Services Manager

E Consideration and possible action to appoint **Virginia Hahn** as **Chair** of the **Commission on Aging** -- Mayor Dale Ross

F Consideration and possible action to appoint **Terri Michelle** as **member** of the **Commission on Aging** -- Mayor Dale Ross

G Consideration and possible action to approve an **interlocal agreement** between the City of Georgetown and the **City of Round Rock** for the **purchase** of **Household Hazardous Waste vouchers** -- Octavio Garza, PE, Public Works Director

H **Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):** Consideration and possible action to approve a **Resolution amending** the **bylaws** of the corporation, clarifying the roles of the General Manager and Finance Manager and authorizing those individuals to delegate duties and responsibilities -- Leigh Wallace, Finance Director, COG, Finance Manager, GTEC

I **Forwarded from Georgetown Economic Development Corporation (GEDCO):** Consideration and possible action to approve a **Resolution amending** the **bylaws** of the corporation, clarifying the roles of the General Manager and Finance Manager and authorizing those individuals to delegate duties and responsibilities -- Leigh Wallace, Finance Director, COG, Finance Manager, GEDCO.

J **Forwarded from General Government and Finance Advisory Board (GGAF):** Consideration and possible action to approve an **ERP Project Manager/Testing Lead** to assist with the **Workday implementation** utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with **GTS Technology Solutions** in the amount of **$216,000** -- Leigh Wallace, Finance Director

K **Forwarded from General Government and Finance Advisory Board (GGAF):** Consideration and possible action to approve a **Finance Lead** to assist with Finance tasks for the **Workday implementation** utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with **GTS Technology Solutions** in the amount of **$198,720.00** -- Leigh Wallace, Finance Director

L **Forwarded from General Government and Finance Advisory Board (GGAF):** Consideration and possible action to approve an **ERP Project Lead/Enterprise Architect** to assist with the **Workday implementation** utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with **GTS Technology Solutions** in the amount of **$415,200.00** -- Leigh Wallace, Finance Director

Legislative Regular Agenda

M Consideration and possible action to approve a **Resolution granting** the **petition** for the **voluntary annexation** of an approximate **112.85-acre** tract in the Williams Addition Survey, Abstract No. 21, and approximately 1.7 acres consisting of a portion of Rockride Ln/Southwestern Ave, a right-of-way of varying width of record described to Williamson County, Texas, and approximately 5.1 acres consisting of a portion of County Road 110, a right-of-way of varying width of record described to Williamson County, Texas, **designation** of **initial zoning** of **Residential Single-Family (RS) and General Commercial (C-3) zoning districts**, and directing publication of notice for proposed annexation, for the property generally located at the northeast corner of **Southwestern Blvd./Rockride Road** and **CR 110** to be known as **Patterson Ranch** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

N Consideration and possible action to approve a **Resolution granting** the **petition** for the **voluntary annexation** of an approximate **2.54-acre tract** in the Williams Addition Survey, Abstract No. 21, and 0.17 acres consisting of a portion of Old 1460 Trail, a right-of-way of varying width of record described to Williamson County, Texas, designation of initial zoning of General Commercial (C-3), and directing publication of notice for proposed annexation, for the property generally located at **1051 Old 1460 Trail** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

O Consideration and possible action to approve a **Resolution amending** the **bylaws** for the Historic and Architectural Review Committee **(HARC)** to establish provisions for **two regular meetings per month** -- Sofia Nelson, Planning Director

P **First Reading** of an **Ordinance** authorizing the **Issuance** of City of Georgetown, Texas **Combination Tax and Revenue Certificates of Obligation**, **Series 2019**, levying an Ad Valorem Tax and the pledge of certain revenues in support of the certificates, approving an Official Statement, a Paying Agent/Registrar Agreement and other agreements related to the sale and issuance of the certificates and authorizing other matters related to the Issuance of the Certificates -- Leigh Wallace, Finance Director

Q **First Reading** of an **Ordinance authorizing** the **Issuance** of City of Georgetown, **Texas General Obligation Bonds, Series 2019**, authorizing the levy of an Ad Valorem Tax in support of the Bonds, approving an Official Statement, a Paying Agent/Registrar Agreement and other related documents, awarding the Sale of the Bonds and authorizing other matters relating to the bonds -- Leigh Wallace, Finance Director

R **First Reading** of an **Ordinance** for the **voluntary annexation** of an approximate **0.63-acre** tract in the L.P. Dyches Survey, Abstract No. 171, with the **initial zoning designation** of the **General Commercial (C-3)**, for the property generally located at **8400 RR 2338**, to be a part of **Highland Village** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

S **Public Hearing** and **First Reading** of an **Ordinance** on a request to **rezone** an approximately **0.93-acre** tract of land out of the Antonio Flores Survey, Abstract No. 235, generally located at **1535 FM 971**, **from** the **Agriculture (AG) to Local Commercial (C-1)** zoning district -- Andreina Davila- Quintero, Current Planning Manager

T **Public Hearing** and **First Reading** of an **Ordinance** on a **request** to **rezone** an approximately **12.0849-acre** tract of land consisting of Lot 2, Dream Acres subdivision, generally located at **661 FM 971**, **from** the **Agriculture (AG) to Low Density Multi-Family (MF-1) zoning district** -- Andreina Davila- Quintero, Current Planning Manager

U **Public Hearing** and **First Reading** of an **Ordinance** on an **executive amendment** to Chapter 5, Zoning Use Regulations, of the Unified Development Code **(UDC) relative** to **multi-family, food and beverage,** and **auto-related uses** -- Sofia Nelson, CNU-A, Planning Director

V **Second Reading** of an **Ordinance** for a request for a Special Use Permit **(SUP)** for the specific uses of 1) "Bar, Tavern, or Pub", and 2) "Event Facility" within the Mixed-Use Downtown (MU-DT) zoning district, for the property located at **718 South Austin Ave,** bearing the legal description of 0.14 acres consisting of the south one-half (1/2) of Lot 8, and the East one-fourth (1/4) of Lots 6 and 7, Block 41, of the City of Georgetown, to be known as **Barrels & Amps** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

W **Second Reading** of an Ordinance amending Title13, Chapter 13.15. Section 13.15.040 of the Code of Ordinances titled **"Water Use Requirements" modifying** the **current irrigation schedule** to more effectively manage the City's water resources and maintain compliance with the Texas Administrative Code Title 30, Chapter 288 -- James Foutz, Marketing and Conservation Manager and Leticia Zavala, Customer Care Director

X **Second Reading** of an **Ordinance amending** Title 13, Chapter 13.16 of the Code of Ordinances titled **"Drought Contingency Plan" modifying** the **current plan triggers** and **incorporating additional regulatory language** -- James Foutz, Marketing and Conservation Manager and Leticia Zavala, Customer Care Director

Y Discussion and possible direction to staff to write an ordinance for council consideration, which would create a **citizen-driven appeal process** for **HARC** like the one which is currently used for P&Z -- Rachael Jonrowe, Councilmember District 6

Project Updates

Z Project updates and status reports regarding current and future transportation and traffic projects; street, sidewalk, and other infrastructure projects; police, fire and other public safety projects; economic development projects; parks & recreation projects; city facility projects; city technology projects; employee recognition, and downtown projects including parking

enhancements, city lease agreements, sanitation services, and possible direction to city staff -- David Morgan, City Manager

Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak.

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. The City Secretary can be reached at (512) 930-3652.

AA Larry Brundidge would like to speak to the Council on a proposal to create a Steering Committee for developing a strategic development plan for a reservoir in the San Gabriel River corridor.

Executive Session

In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

AB **Sec. 551.071: Consultation with Attorney**
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
- Litigation Update

Sec. 551.072: Deliberations about Real Property
- Sale of Property - 103 West 7th Street -- Travis Baird, Real Estate Services Manager

Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Purchased Power Update

Sec. 551:074: Personnel Matters
City Manager, City Attorney, City Secretary and Municipal Judge: Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public at all times, on the _____ day of _____, 2019, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

_____
Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Call to Order
Invocation
Pledge of Allegiance
Comments from the Mayor
- Georgetown Running Club Day Proclamation
- Animal Care & Appreciation Week Proclamation
- 2019 Librarian of the Year Proclamation

City Council Regional Board Reports
Announcements
Action from Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:
NA

SUBMITTED BY:

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, April 9, 2019 and the Special meeting of April 10, 2019 -- Karen Frost, Deputy City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:
NA

SUBMITTED BY:

ATTACHMENTS:

Workshop Minutes 4.9.2019
Regular Meeting Minutes 4.9.2019
Special Meeting Minutes 4.10.2019

Minutes of a Meeting of the Governing Body of the City of Georgetown, Texas Tuesday, April 9, 2019

The Georgetown City Council will meet on Tuesday, April 9, 2019 at 3:00 PM at the Council Chambers, at 101 E. 7th St., Georgetown, Texas

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Mayor Dale Ross called the meeting to order at 3:00 PM. Six Councilmembers were in attendance: Mayor Dale Ross; Anna Eby, Councilmember District 1; Valerie Nicholson, District 2; John Hesser, District 3; Steve Fought, Councilmember District 4; Kevin Pitts, Councilmember District 5; and Rachael Jonrowe, Councilmember District 6. Tommy Gonzalez, Councilmember District 7 entered the meeting at 3:33 pm.

Staff in attendance – David Morgan, Laurie Brewer, Tadd Phillips, Wayne Reed, Charlie McNabb, Jim Briggs, Mike Babin, Karen Frost, Leigh Wallace, Julie Casaubon, Fred Pitcher, Octavio Garza, Teresa Chapman, Ray Miller, Kim McAuliffe, Robin Iverson, Eric Nuner, Elaine Wilson, Chris Foster, James Foutz, and Ray Miller.

Policy Development/Review Workshop – Call to order at 3:02 PM

A. Presentation and discussion of proposed partnership with the Playful Child Foundation for a neighborhood park -- Kimberly Garrett, Parks and Recreation Director

Garrett presented this proposal. The Playful Child Foundation was established in June 2018 and was founded in honor of Kade Damian who was involved in a very tragic accident in his neighborhood which took his life. The Playful Child Foundation was created to raise money to build a public park in their neighborhood in honor of Kade. The foundation is currently raising funds and would like to partner with the Parks and Recreation Department to develop this neighborhood park. This is in line with the Parks Master Plan, and is proposed to be located along the Randy Morrow Trail near the Georgetown Country Club, creating a neighborhood park for this area where there is none.

An agreement is needed that manages expectations for both the foundation and the city. The foundation would raise funds up to $500K, name the park in memory of Kade, have input on design, with City approval and provide continued support for park maintenance, volunteers, funds, etc. Garret explained the City would provide the land and accept the improvements as a city park, provide ongoing maintenance and parkland dedication funds are available for this park.

Garrett asked for feedback. Nicholson appreciated the desire to do this, supports the proposal, and wants to look at possible parking and to make this a trailhead. Garrett said this would provide an opportunity for this option. Pitts asked if this could be combined with Chandler Park and Garrett

explained that the Chandler Park is actually a linear park and not suitable for this type of park. Council was generally in favor of this proposal.

B. Presentation and discussion of Workday Project -- Leigh Wallace, Finance Director

Wallace introduced Phillips to present the project to date. Phillips showed the summary of Council and GGAF reviews to date. The ERP needs assessment with the third party in January 2017 and has been going up to now where Phase 1 has just completed. This is a four year project for complete implementation. He explained that there are several "problems" with the current systems that are causing longer solution times.

Phillips explained the selection of Workday and why this system was chosen for Georgetown. In contracting with the vendor, a schedule was developed and risks were assessed. Currently staff is working on data migration and system integration, along with new analysts to get the highest and best use of this project. They reviewed the contract risk mitigation. Ten year cost of ownership of this system is $9.7 million, with an annual subscription and service total of $501,000.00. The Capital Projects Budget for One-time costs is $5.2 million.

Phillips showed the project timeline and explained that staff is currently in the testing process and business process alignment. After adding the budgeting module, the entire project should be deployed and working by the end of 2020. The workday guiding principles are secure, reliable, available, transparent, sustainable and maintainable. Phase I accomplishments include the business process alignment for human capital management, payroll, time tracking, recruiting, talent/performance, compensation, and benefits. There have been 159 alignment opportunities. They are working on the communication plan and have a workday ambassador team lead by Eric Lashley. Employee benefits include being able to enter benefits selections automatically, changing as needed, and being able to enter time worked from any source.

Wallace explained that the staff that started the project, some left, and others are now working on this project over 75% of their time and are not able to do their current jobs. Staff has been cross-trained, meeting efficiency is monitored and temps have been hired to assist staff, however fatigue has set in. Three business systems analysts were hired and one contracted full-time Project Manager is in place. She explained that they need support for the critical testing stage and overall deepen the bench on ERP/Workday experience. They current staff does not have the knowledge needed to manage this load. Wallace explains the new contracted staff would manage the risk associated with Phases I and II. The Testing Lead and Project Lead would contract for 10 months. The enterprise Architect would replace the vacant Finance Business Analyst with experienced contract who can assist with testing, data conversion, project management, business process alignment and integrations through Phase III, which would last 16 months.

Hesser supports this process and knows this is needed. Pitts asked about the problem of not adding enough resources to this project and what would not being successful look like. He wants to know the risk of not doing this. Wallace explained that the contracted $5.2m is at risk, along with the update of all the processes and changes that will improve the business processes of the city. Morgan explains that the city is currently underutilizing its resources by using shadow systems, i.e. Excel for budgeting projections. Pitts says he supports this because the risk is too great to not do this. Wallace spoke to the investments and risks of pursuing other alternatives. Jonrowe wants to know real examples of how this actual implementation will help modernize the systems and wants more information that helps explain. Gonzalez says he understands that what the city is currently using is costing the city money every day and is becoming obsolete. He supports getting the help up front to make this a successful project.

Mayor asked what risk funding and vacancy saving are. Wallace explained those were identified and added to the budget as a starting plan in the original identification of risks to staying or changing this system. She explained the budgeted funds. Currently this is budgeted at $5.2 million and Mayor asked if they are asking for another $1 million for resources, or about 20% over budget. Mayor asked about the risk of not staying on target for December 2020. Morgan and Wallace explain that this additional funding would almost insure that the December 2020 projection is much more accurate. Gonzalez says he appreciates that staff has come forth at this point to identify the need and not when there are failures and higher costs.

C. Presentation and discussion on the Solid Waste Master Plan Project, the Solid Waste Transfer Station Project, and the Downtown Solid Waste Services Project -- Octavio Garza, Public Works Director, Teresa Chapman, Environmental Services Program Coordinator

Garza gave the presentation. He reviewed the presentations and public hearings to date. He listed the guiding principals of the Plan and went into detail of the plan and how the pricing formula works for the downtown solid waste services. He reviewed next steps which include this report of the findings of the pricing review, informing the customers in a nine block area of pricing change, fix and implement the corrected pricing at the existing rate for customers in the nine block area by September 2019, and recommend a funding strategy for moving forward with Concierge Service in October 2019.

Jonrowe wants staff to look at incentives and options for those businesses that generate less trash. Nicholson wants him to consider some kind of recycling options for the smaller businesses that want to recycle.

Garza also explained the decision of the city to use a transfer station. Instead of investing in improvements to the existing facility, council directed that staff should look at the cost of putting in a completely new transfer station. They reviewed the current routes and times of operation for the station and reviewed the possible new facility location. It would have a 30-plus year service life. It would provide for three different streams of waste at one time, in comparison to the current one type of stream at a time. Garza showed a conceptual rendering. There were constraints in the projected improvements with drainage and the existing landfill. They have determined that there will need to be an engineered plan to address these issues with the topography, prior to development of a new facility. He also recommends tying in the College Street Bridge and realigning the road. He stated with these additions, the construction cost estimate is $9.5 million. If this were to be borne by the rate payers, it would change the rate from $18.80 to $20.13 per month.

Eric Johnson gave a further update of the transfer station. He explained the engineering and design contract proposal which is on this night's regular agenda. This design would be complete in Fall 2019 with full construction completion in Fall 2021.

D. Review and rank candidate projects for the Proposed Williamson County 2019 Bond Program -- Ray Miller, Transportation Planning Coordinator/Octavio Garza, Public Works Director

Miller presented this proposal. Williamson County put out a call for projects on March 2019 and the deadline to submit is April 12, 2019. Staff proposes road projects for this program based on the remaining road projects from the 2015 city bond program and on pressure points in transportation based on growth.

He explained the Wilco 2019 Bond Program by listing proposals. The first one is the Southwest (SW) Bypass to SH 29 for $3.7m and is about a half mile. This is a top priority with Williamson County and provides drivers an alternate route. The second item is Westinghouse Road, from FM

1460 to SH 130. This would add an east west arterial in an area of high growth. This is approximately $34,190,000.00. Shell Rd from Williams Drive to Shell Spur, costing $27,200,000.00. DB Woods from Oak Ridge Drive to Lake Overlook Drive for $15,500,000.00 and provides a north south arterial. The intersection of SH 29 and IH 35 for $70 million, area of high growth and a regional arterial. Funding would elevate priority of project with TxDot. The Sam Houston Triangle at SE Inner Loop and Southwestern at Maple Street, is an area of high growth and would tie into another arterial with the SH 29 Bypass. The SE Inner Loop Extension will provide an alternate east-west route and would help with current truck traffic on Hwy 29.

Pitts asked if they are supposed to rank all seven. Miller says he needs the top three. Morgan asked for consensus.

Pitts chooses, Shell, DB Woods and Westinghouse. Nicholson chooses SW Bypass.

Fought wants to choose for the overall good, the SW Bypass completion. Then SE InnerLoop Extension. Gonzalez chooses 1, 2 and 7. Jonrowe chooses 1 and 7 to complete the existing project and then maybe 5 but the construction traffic will be a problem and needs to be considered.

Mayor summarizes that the council recommends items 1, 2 and 7.

E. Review and discussion of the public engagement process for the downtown parking garage -- Laurie Brewer, Assistant City Manager

Brewer gave a quick overview of the process to date. The Parking Study was completed in 2015 and several changes have been made to improve the parking downtown, but there have been changes to the area. There is an opportunity now for a small parking garage. This would be half funded by dedicated TIRZ revenues and by bonds. Utilities are being evaluated and being relocated, the limited design is for 219 spaces.

A proposed timeline would allow a steering committee to identify option in April and May, with a public meeting in May and design options for Council in June and July. Construction plans will be drawn in August through December. The bid and construction would begin in January 2020.

Mayor wants public input to insure the best product. Council discussed possible committee member qualifications and the composition of the committee. Mayor suggested bringing recommendations back at the next workshop.

Mayor adjourned this meeting to Executive Session at 5:07 pm.

Executive Session

In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

Sec. 551.071: Consultation with Attorney

Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items

Sec. 551.072: Deliberations about Real Property

- Sale of Property – Old Municipal Building, 101 E 7th Street – Travis Baird, Real Estate Manager
- Berry Creek Interceptor – Shell Property

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchased Power Update

Sec. 551:074: Personnel Matters

City Manager, City Attorney, City Secretary and Municipal Judge: Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

- City Manager

Adjournment

Mayor Ross adjourned the meeting to begin the Regular City Council Meeting at 6:07 PM.

Approved by the Georgetown City Council on _____
Date

_____ _____

Dale Ross, Mayor Attest: City Secretary

Minutes of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, April 9, 2019

The Georgetown City Council will meet on Tuesday, April 9, 2019 at 6:00 PM at the Council Chambers at 510 W 9th Street, Georgetown, Texas.

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Regular Session

(This Regular session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

A. Call to Order

Mayor Dale Ross called the meeting to order at 6:07 PM. All Councilmembers were in attendance: Mayor Dale Ross, Anna Eby, Councilmember District 1, Valerie Nicholson, District 2, John Hesser, District 3, Steve Fought, Councilmember District 4, Kevin Pitts, Councilmember District 5, Rachael Jonrowe, Councilmember District 6 and Tommy Gonzalez, Councilmember District 7.

Staff in attendance: David Morgan, City Manager; Laurie Brewer, Acting City Manager; Charlie McNabb, City Attorney; Jim Briggs, General Manager of Utilities; Wayne Reed, Assistant City Manager; Mike Babin, Deputy General Manager of Utilities; Seth Gipson, Management Analyst; Sofia Nelson, Planning Director; Chris Foster, Resource Mgt. Manager; Octavio Garza, Public Works Director; Travis Baird, Real Estate Services Manager; Jim Kachelmeyer, Real Estate Services Coordinator; Andreina Davila-Quintero, Current Planning Manager; and Karen Frost, Deputy City Secretary. James Foutz,

Invocation was given by Gary Whitbeck, Wesleyan Homes

Pledges of Allegiance were led by Councilwoman Eby

Comments from the Mayor

- Proclamation of National Day of Prayer was presented to Ann Wilkes
- Proclamation for Telecommunicator Week was presented to Jen Kelley and other representatives from the Police Department
- Proclamation of Lineman's Appreciation Day was presented to the City Electric Department representatives

Council Regional Board Reports – Pitts reported he went to the CAMPO meeting for the Mayor and there was nothing to report specific to Georgetown.

Announcements – Frost reported on the upcoming election dates, the Easter Egg Hunt, Nature Day at Garey Park and the Red Poppy Festival.

Presentation of RP3 Award -- Jim Briggs, General Manager Utilities and Glenn W. Dishong, Utility Director offered congratulations to all city staff in the electric department, linemen, technical services, training, engineering and support staff that made this national award possible. Mike Westbrook and Casey Lane submitted the application for this award. The award was presented to the Mayor.

Action from Executive Session:

Motion by Hesser to appoint James Kachelmayer as the Assistant City Attorney to begin on or before April 22, 2019. Second by Nicholson. Approved 7 – 0.

Motion by Hesser to approve a 10% merit increase in David Morgan's annual salary as City Manager effective May 6, 2019. Second by Nicholson. Approved 7 – 0.

Motion by Hesser to authorize the Mayor to sign an amendment to the employment agreement of David Morgan consistent with the terms agreed upon in executive session. Second by Nicholson. Approved 7 – 0.

Motion by Hesser to authorize the City Manager to negotiate an amendment to the contract for purchase of the Municipal Hall Building at 101 E. 7th St. with 3M Square One, Ltd. on the terms discussed in executive session; and, to authorize the Mayor to execute the documents necessary to amend said contract. Second by Nicholson. Approved 7 – 0.

Motion by Hesser to authorize the purchase of easement rights across Parcels 6 & 7 for the Berry Creek Interceptor Project, from the owners of said Parcels, on the terms discussed in Executive Session; and to authorize the Mayor to execute all necessary documents. Second by Nicholson. Approved 7 – 0.

Mayor reported that the City advertised in the newspaper the City Council wwould be holding a first reading on an ordinance to hold a public hearing to amend the City's 2030 Comprehensive Plan to incorporate the City's first Solid Waste Master Plan. The public hearing will now be held on May 14, 2019.

Mayor also reported Item E is pulled from the Consent Agenda and will be posted at a later date.

Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine that may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order that it be discussed and acted upon individually as part of the Regular Agenda.

B. Consideration and possible action to approve the **minutes** of the Special, Workshop, and Regular Meetings held on Tuesday, March 26, 2019 -- Karen Frost, Deputy City Secretary

C. Consideration and possible action to approve the **Medical Wellness contract** to **Frontline Medical** – John Sullivan, Fire Chief

D. Consideration and possible action to approve an **Interlocal Agreement** with **the Lower Colorado River Authority (LCRA)** for **technical services** concerning Electric Transmission, Control and Substation facilities – Glenn W. Dishong, Utility Director

E. Consideration and possible action to appoint **Virginia Hahn** as **Chair of the Commission on Aging** and to appoint **Terri Michelle** as a **regular member** of the Commission -- Mayor Dale Ross

Hesser moves to approve the consent agenda with the exception of item D. Item E is pulled. Second by Fought. Approved 7 – 0.

Item D was presented by Dishong. Hesser asked why the city is executing this contract at this time. Dishong explained this is to keep the contract language up to date. It will also insure the city is getting

the best costs for pricing through this contract. This gives the city the backup services needed to operate the substations.

Motion by Hesser to approve an Interlocal Agreement with the Lower Colorado River Authority (LCRA) for technical services concerning Electric Transmission, Control and Substation facilities. Second by Pitts. Approved 7 – 0.

Legislative Regular Agenda

F. Consideration and possible action to accept the **Bloomberg Philanthropies Mayor's Challenge Grant in** the amount of **$1,000,000.00** -- Jack Daly, Assistant to the City Manager, Chris Foster, Resource Management and Integration Manger, and Mike Babin, Deputy General Manager of Utilities (continued from the March 12, 2019 City Council Meeting)

Daly explains that he is still working with the attorneys and Bloomberg to finalize this contract and asks for postponement.

Motion by Jonrowe to postpone this item until a contract is completed. Second by Fought. Approved 7 – 0.

G. **Public Hearing and First Reading** of an **Ordinance** on a request for a **Special Use Permit** (SUP) for the specific uses of 1) "Bar, Tavern, or Pub", and 2) "Event Facility" within the Mixed-Use Downtown (MU-DT) zoning district, for the property located at **718 S Austin Ave**, bearing the legal description of 0.14 acres consisting of the south one-half (1/2) of Lot 8, and the East one-fourth (1/4) of Lots 6 and 7, Block 41, of the City of Georgetown, to be known as Barrels & Amps -- Nat Waggoner, Long Range Planning Manager

Nelson presented the staff report. P&Z recommends approval and finds that it complies with the criteria for standards. She read the caption.

Mayor opened the Public Hearing and with no one coming forth, closed the hearing.

Jonrowe asked Nelson why the applicant came to be classified as a bar, tavern or pub. Nelson explained there are definitions in the Code which identified the type of use and sales. Jonrowe clarified that if this is approved, it would "block" any others for applying for a bar designation within 750 feet and have implications of that action. Jonrowe also asked about the parking requirements. Nelson responded that parking is based on the seating which has not been established yet, but once established P&Z recommends that the business must provide half of that required parking.

Pitts asked about the 750 feet from an existing bar, tavern, pub dancehall or nightclub according to the Code. He asked about consequences of violating this. McNabb said they can be cited for violation of the code if sales exceed the zoning allowance. Pitts stated he feels the code is too restrictive and is in conflict with the Comprehensive Plan. Nelson says this change requires a UDC code change and is on the list for review in this next year. Gonzalez says the code definitely needs to be addressed. Fought suggests this be reviewed sooner rather than later.

Pitts moves to approve the SUP as recommended by Planning and Zoning Commission. Second by Fought. Approved 6 – 1. (Jonrowe opposed.)

H. Consideration and possible action to approve a contract with Burns & McDonnell Engineering Company, Inc., of Austin, Texas in the amount of $896,400.00 for Architectural and Engineering Design Services for a new Transfer Station -- Eric Johnson, CIP Manager

Motion by Gonzalez, second by Fought to approve a contract with Burns & McDonnell Engineering Company, Inc., of Austin, Texas in the amount of $896,400.00 for Architectural and Engineering Design Services for a new Transfer Station.

Larry Brundidge spoke with his concern about the storage of water and says that the transfer station could affect the water quality in this area. Putting it too close to the river is a problem and he suggests building a reservoir. He asks for them to delay their action.

Pitts asked why the scoring of the RFP was not presented. Johnson explained that this was a Professional Services Agreement and pricing was not identified until negotiations began. The professional services were chosen based on their qualifications, not price as per state law.

Vote on the motion. Approved 7 – 0.

I. Consideration and possible action to approve a **Resolution** adopting the **2019 Water Conservation Plan** and all the plan elements as required by the Texas Water Development Board (TWDB) and the Texas Commission on Environmental Quality (TCEQ) to maintain compliance with the Texas Administrative Code Title 30, Chapter 288 -- James Foutz, Marketing and Conservation Manager and Leticia Zavala, Customer Care Director

Foutz explained this was discussed at a workshop and read the caption.

Motion by Jonrowe, second by Gonzalez to approve the 2019 Water Conservation Plan. Approved 7 – 0.

J. **First Reading** of an **Ordinance** amending Title 13, Chapter 13.15. Section 13.15.040 of the Code of Ordinances titled "**Water Use Requirements**" modifying the current irrigation schedule to more effectively manage the City's water resources and maintain compliance with the Texas Administrative Code Title 30, Chapter 288 -- James Foutz, Marketing and Conservation Manager/Leticia Zavala, Customer Care Director

Foutz explained this was discussed at a workshop and read the caption.

Motion by Jonrowe, second by Gonzalez to amend the Water Use Requirements modifying the current irrigation schedule to more effectively manage the City's water resources. Approved 7 – 0.

K. **First Reading** of an **Ordinance** amending Title 13, Chapter 13.16 of the Code of Ordinances titled "**Drought Contingency Plan**" modifying the current plan triggers and incorporating additional regulatory language -- James Foutz, Marketing and Conservation Manager/Leticia Zavala, Customer Care Director

Foutz explained this was discussed at a workshop and read the caption.

Motion by Jonrowe, second by Gonzalez to amend the Drought Contingency Plan as described. Approved 7 – 0.

L. Consideration and possible action regarding the Texas Department of Transportation's **Safe Routes to School Program** call for projects published February 8, 2019 and submission of a **Preliminary Application** for various projects within the City of Georgetown. – Ray Miller, Transportation Planning Coordinator

Miller explained the recommendations and gave the guidelines used to determine the recommendations. Staff met with GISD regarding areas they would like to see improved connectivity. The recommendation is for Annie Purl Elementary School Connectivity for $514,000.00 in sidewalks. They also recommend sidewalks near Frost Elementary and Benold Middle School for $510,000.00. Council wants to insure this will be consistent with the city's comprehensive 2030 Plan and other planned projects. Miller assured them if the projects get preliminary approval, the contracts will come back before Council for further review.

Motion by Nicholson, second by Jonrowe to approve the recommendation for the submission of a Preliminary Application for various projects within the City of Georgetown relating to the TxDOT Safe Routes to School Program. Approved 7 – 0.

M. Consideration and possible action on a **proposed TxDOT noise barrier** along the northbound Frontage Road of IH-35 near Old Airport Road – Ray Miller, Transportation Planning Coordinator

Miller gave the presentation. He explained the proposed noise barrier and the reasons for it. This needs to be processed through TxDot for review of possible impact on other properties. They also consider traffic management, and noise abatement of traffic on IH 35. One of the property owners is an established child care facility and the other a single-family residence. Miller read the caption.

Gonzalez wanted to know what the property owners wanted. Miller said one property owner was for this and the other was not. This is a TxDOT driven and funded project.

Motion by Jonrowe, second by Pitts to approve a noise barrier along the northbound frontage road of IH 35 near Old Airport Road. Approved 7 – 0.

N. **Second Reading** of an Ordinance **amending** Chapter 2, Review Authority, Chapter 3, Applications and Permits, Chapter 4, Zoning Districts, and Chapter 16, Definitions, of **the Unified Development Code (UDC)** regarding the rules, standards and regulations of the **Historic Districts** (Amendment No. 2) -- Sofia Nelson, CNU-A, Planning Director

Nelson gave a quick summary of previous discussion and explained the recommendation based on the approvals given at the first reading of the ordinance. She listed the proposed UDC amendments.

Nelson read the caption.

Richard Cutts, Elm Street, wants to thank Council, UDC, P&Z and residents who have supported this process. Urges

Amanda Parr, Old Town resident, thanks the council for the support and reads the comments from Linda McCalla who was not able to speak. She spoke about the creation of the beautiful and charming Old Town and how important the preservation of the downtown is to the character of the town. They appreciate the protection of even the low priority homes in the historic districts.

Ross Hunter, Walnut Street, speaks to the requirement of a regular majority instead of a super majority for an appeal of HARC approved items. He is concerned about the misinterpretation of the change. He wants council to remove the super-majority overturn requirement.

Paulette Taylor, W. 8th Street, appreciates the importance of the advisory boards and the protection those boards give to the properties. Asks the Council to approve the ordinance. They want to continue to have a say in their community.

Larry Olson, thanks the Council, and explained the last direction that was given by the council was to approve the recommendation of P&Z, and that is not what is in the proposal and the change regarding the appeal was not changed at that time. He does not want the super-majority requirement changed and asks them to keep the current language.

Michael Walton, E 15th Street, appreciates the time that has been given and all the work that has gone into making this change to protect the downtown are

Motion by Fought to amend Chapter 2, Review Authority, Chapter 3, Applications and Permits, Chapter 4, Zoning Districts, and Chapter 16, Definitions, of the Unified Development Code (UDC) regarding the rules, standards and regulations of the Historic Districts (Amendment No. 2). Second by Hesser. Fought states he appreciates all the comments and work that has gone into this process.

Jonrowe moves to amend Section 13.13.080D to restore the original language. Second by Eby. McNabb explains that the majority of the "appellate body" as described in the code is eight people and the majority of that is five. Majority of the Council is five. He suggests using the appellate body language. Council deliberated with McNabb to identify the language they wanted for the results they wanted.

Fought explained he thought council wanted the simple majority, without counting the Mayor. Jonrowe wants the higher threshold of approval at Council level. Fought wants to give residents the option to appeal as well.

Eby asked what the original recommendation of UDCAC and P&Z were. Nelson stated there were several discussions but nothing was directed regarding this specific language. Fought stated he is entirely for the ordinance whichever way this goes at this point. Pitts and Hesser want a 4-3 vote.

Vote on Amendment, 2 -5 (Nicholson, Hesser, Fought, Pitts and Gonzalez against, motion fails.)

Motion by Pitts to amend Section 13.13.080D to use the language that is presented by McNabb and staff with the Councilmembers as one word, indicating four votes required to overturn an appeal. Second by Fought. Approved 5 – 2. (Jonrowe and Eby opposed.)

Jonrowe thanked everyone and said that the discussions will continue and she hopes this is just the beginning to protect the neighborhoods that were here long before most people in the room.

Vote on original motion. Approved 7 – 0.

O. **Second Reading** of an Ordinance on a request to **rezone** approximately **0.23 acres** out of **Unit 2 Dawn St** Ext of the Williams Addition, also being out of the Nicholas Porter Survey, Abstract No. 497, located at **2302 Dawn Drive**, from the Office (OF) to Residential Single-Family (RS) zoning district -- Sofia Nelson, Planning Director

Nelson read the caption.

Motion by Nicholson to approve, second by Hesser. Approved 7 – 0.

Project Updates

Project updates and status reports regarding current and future transportation and traffic project; street, sidewalk, and other infrastructure projects; police, fire and other public safety projects; economic development projects; city facility projects, city technology projects and downtown projects including parking enhancements, city lease agreements, sanitation services, and possible direction to city staff -- David Morgan, City Manager

No updates. Nicholson asked if anyone affected by the Atmos evacuation had applied for signage. Morgan reported yes, the fee waivers had been utilized and appreciated.

Public Wishing to Address Council

<u>On a subject not posted on the agenda:</u> An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. The City Secretary can be reached at (512) 930-3651.

- At the time of posting, no persons were signed up to address the City Council

Executive Session
In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

Sec. 551.071: Consultation with Attorney
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
Sec. 551.072: Deliberations about Real Property
- Sale of Property-Old Municipal Building, 101 E. 7th St-Travis Baird, Real Estate Services Manager
- Berry Creek Interceptor- Shell Property Acquisition -- Travis Baird, Real Estate Services Manager

Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Purchased Power Update -- Jim Briggs, General Manager of Utilities

Sec. 551:074: Personnel Matters
City Manager, City Attorney, City Secretary and Municipal Judge: Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal
- City Manager

Adjournment

Motion by Fought, second by Hesser, to adjourn the meeting. Mayor Ross adjourned the meeting at 8:13 pm.

Approved by the Georgetown City Council on _____

Date

_____ _____

Dale Ross, Mayor Attest: City Secretary

Minutes of a Meeting of the Governing Body of the City of Georgetown, Texas Tuesday, April 10, 2019

The Georgetown City Council met on Tuesday, April 10, 2019 at 6:00 PM at the Georgetown Public Library, at 402 W 8th Street, Georgetown, Texas for a Special Joint Meeting with the Planning and Zoning Commission, to publicly discuss the policies of the 2030 Comprehensive Plan Housing Element.

The city of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

Call to order

Mayor Pro-Tem John Hesser called the meeting to order at 6:32 pm. Councilmembers in attendance:; Anna Eby, Councilmember District 1; Valerie Nicholson, District 2; John Hesser, District 3; Kevin Pitts, Councilmember District 5; Rachael Jonrowe, Councilmember District 6. Absent were Mayor Dale Ross; Steve Fought, Councilmember District 4; and Tommy Gonzalez, Councilmember District 7.

Staff in attendance – David Morgan, Charlie McNabb, Wayne Reed, Karen Frost, Sofia Nelson, Nat Waggoner, Susan Watkins, Ethan Harwell, Andreina Davila-Quintero, Chelsea Irby and Michael Patroski.

A. Consideration and possible action of the minutes from the January 10, 2019 joint session of the City Council and Planning and Zoning meeting – Sofia Nelson, Planning Director.

   Motion by Pitts, second by Nicholson to approve the minutes of the Joint Session. Approved 5 – 0.

B. Presentation and discussion of the 2030 Comprehensive Plan Housing Element policies – Sofia Nelson, Planning Director

   Nelson and the consultant, Wendy Shabay of Freese Nichols, led the discussion and workshop. The attendees were divided into groups to discuss previously discussed, proposed policies and whether they were specific, achievable and measurable. Once each table had discussed their assigned policies, they presented their thoughts to the room. After a small break, the councilmembers and commissioners were asked to vote yes or no for each policy. The results of those deliberations for the Council are attached as a table.

Adjournment

Motion by Eby, second by Jonrowe to adjourn the meeting. Approved 5– 0.
Hesser adjourned the meeting of the Council at 8:36 PM.

Approved by the Georgetown City Council on _____
Date

_____ _____
Dale Ross, Mayor Attest: City Secretary

Policy	Eby	Hesser	Jonrowe	Nicholson	Pitts
P1	Yes	Yes	Yes	Yes	Yes
P2	Yes	Yes	Yes	Yes	Yes
P3*	No/Red	Yes/Green	No/Red	No/Red	Yes/Green
P4	Yes	Yes	Yes	Yes	Yes
A1	Yes	Yes	Yes	Yes	Yes
A2**	Yes	Yes	Yes	Yes	Yes
A3	Yes	Yes	Yes	Yes	Yes
A4***	No/Green	No/Red	Yes/abstain	No/Green	No/Red
A5	Yes	Yes	Yes	Yes	Yes
C1	Yes	Yes	Yes	Yes	Yes
C2	Yes	Yes	Yes	Yes	Yes
C3	Yes	Yes	Yes	Yes	Yes
D1	Yes	Yes	Yes	Yes	Yes
D2	Yes	Yes	Yes	Yes	Yes
D3	Yes	Yes	Yes	Yes	Yes
D4****	No/Green	Yes/Green	Yes/Green	No/Green	No/Green

Preservation:

P1. Preserve existing housing stock that contributes to diversity and affordability.

P2. Preserve existing neighborhoods in targeted areas.

P3. Support owner ability to stay in their home in neighborhoods with rapid value increases.
* First vote was whether to delete this policy or not. Second vote was red to keep policy as-is, or green to delete the policy.
Discussion related to gentrification and how to handle larger issue. Concerned about types of solutions, don't think it's achievable and don't know of good case study examples. May be better to focus on other policies. If I don't pay my taxes, will the city pay them? What can the city do about this? St. Paul example of solution, Strong Towns… other experts who can identify potential solutions. City programs to fund improvements to allow funds to spend on taxes. Reverse mortgage. Is the only solution city/social services? CDS housing toolkit could look for solutions. Foundation models, partnerships, increased value to fund improvements. We didn't apply affordability to the other policies. Voters support similar initiatives. Maybe coordinated housing program. Concern about modifications needed, Council to consider.

P4. Maintain and promote neighborhood character and quality.

Affordability:

A1. Support existing rental choices for low-income households.

A2. Increase rental choices for workforce households. ** All voted to merge this policy with A1.

A3. Support rental choices for senior households.

A4. ~~Increase~~ Support homeownership choices for workforce households.
*** Red = make more changes to policy, Green = keep as-is (support homeownership…)
Lower values, higher density, not desirable for Georgetown. Not achievable by 2030. SC supported "increase" for workforce. UDC allows a percentage of units to be set aside in exchange for relief from code requirements. Concern about cost of development permits/design regulations, cause affordability issues. Specific to owner-occupied. This would mean MHs, tiny homes, RVs, not desired. 80% of median income, $180k-250k home price.
3 red, 7 green

A5. Support community housing choices for vulnerable residents including families and individuals experiencing homelessness.

Coordinated Housing Programming:

C1. Actively seek and build public and private partnerships to leverage resources and promote innovation.

C2. Align housing policies with other city policies and strategic plans.

C3. Provide opportunity for community engagement through outreach and communication.

Diversity:

D1. Encourage and incentivize new housing and reinventions or additions to existing housing to provide a mixture of housing types, sizes and price points.

D2. Ensure land use designations and other policies allow for and encourage a mixture of housing types and densities across the community.

D3. Promote development of complete neighborhoods across Georgetown.

D4. Encourage housing options and services to allow people to thrive in Georgetown as they grow older.
**** As-is = green, change = red 8 red, 3 green
Not achievable, health/income/family changes that take people out of their homes as they age that aren't necessarily city-related
Originated from Commission on Aging discussion on senior housing. Includes access to medical services, transportation, and food. Aging-in-place focus. Providing or coordinating?
Transportation critical, split answer from Commission on providing/coordinating. City consents to developments that are 55+ and 62+, plays a role in these developments. Not sure about "provide". Encourage? Red = more revisions Green = ok as-is (encourage housing options…)

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Consideration and possible action to approve the **Vacation** and **Resubdivision** establishing the **Replat** of **Vista Pointe Subdivision Phase One**, as owner of parkland on Lot 18, Block B of the said subdivision; and, to authorize the Mayor to sign the plat and execute such other documents as may be necessary -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:
The City owns Lot 18, Block B, Vista Pointe Subdivision Phase One, a 5 acre piece of parkland. Subsequent to the recordation of the plat and creation of the subdivision, owner(s) within the subdivision determined a need to amend the allocation of impervious cover for each lot. In the original plat for Phase One, impervious cover for each residential lot was allocated at a single, consistent percentage of the lot. The proposed new plat would vacate the previous plat and replat the 51.223 acre area in the same lot configuration, allocating impervious coverage to each lot individually.
This item is the approval of the vacation and replat by council as the owner of Lot 18, Block B, only. The vacation and replat must still process through and meet all applicable standards as exist in the City's Municipal and Unified Development codes.

FINANCIAL IMPACT:
N/A, costs associated with the vacation and replat are borne by Meritage Homes.

SUBMITTED BY:
Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package
Existing Plat to be vacated
Proposed Replat

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN APPROVING, AS OWNER OF LOT 18, BLOCK B, VISTA POINTE SUBDIVISION PHASE ONE, THE VACATION AND RESUBDIVISION ESTABLISHING THE REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE, A REPLAT OF 51.223 ACRES LOCATED IN THE BARNEY C. LOW SURVEY, A-385; AND, AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS.

WHEREAS, Meritage Homes of Texas, LLC, caused to be recorded a plat subdividing 51.223 acres of land in the Barney C. Low Survey, Abstract 385 in Document No. 2017112731 of the Official Public Records of Williamson County, Texas ("Vista Pointe"); and,

WHEREAS, the City of Georgetown, Texas, is owner of that certain parkland located on Lot 18, Block B, of Vista Pointe, according to the Document No. 2017109959 of the Official Public Records of Williamson County, Texas; and,

WHEREAS, the owners of the lots in Vista Pointe wish to make certain changes to the plat of Vista Pointe which require the vacation and replat of the 51.223 acres constituting Vista Pointe Phase One; and,

WHEREAS, a Vacation and Replat has been submitted to the Planning Department of the City of Georgetown, for review and approval under the City of Georgetown Municipal and Unified Development Codes, and has been assigned the designation 2019-11-FP; and,

WHEREAS, the City, in its capacity as owner of Lot 18, Block B, does not object the vacation and replat of the 51.223 acres, including the 5 acres which constitute Lot 18, Block B; and

WHEREAS, all owners, including the City of Georgetown, must approve and execute the Vacation and Replat Document;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that the adoption of this resolution is not inconsistent or in conflict with any of the City's 2030 Comprehensive Plan policies.

SECTION 2. The Mayor is hereby authorized to execute the Replat of Vista Pointe Subdivision Phase One as is approved and executed by the Director of Planning, and any other document(s) necessary to complete the vacation and replat act described herein, and the City Secretary is authorized to attest thereto on behalf of the City of Georgetown.

SECTION 3. This resolution shall be effective immediately upon adoption.

RESOLVED this _____ day of _____, 2019.

CITY OF GEORGETOWN

By: _____
Dale Ross, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

2017112731 PLAT Total Pages: 8

PLAT MAP RECORDING SHEET

DEDICATOR(s):

MERITAGE HOMES OF TEXAS LLC

SUBDIVISION NAME: VISTA POINTE PHASE ONE

PROPERTY IS DESCRIBED AS: 51.223 ACRES BARNEY C LOW SURVEY ABSTRACT 385

SUBMITTED BY: CITY OF GEORGETOWN

DIGITALLY RECORDED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2017112731

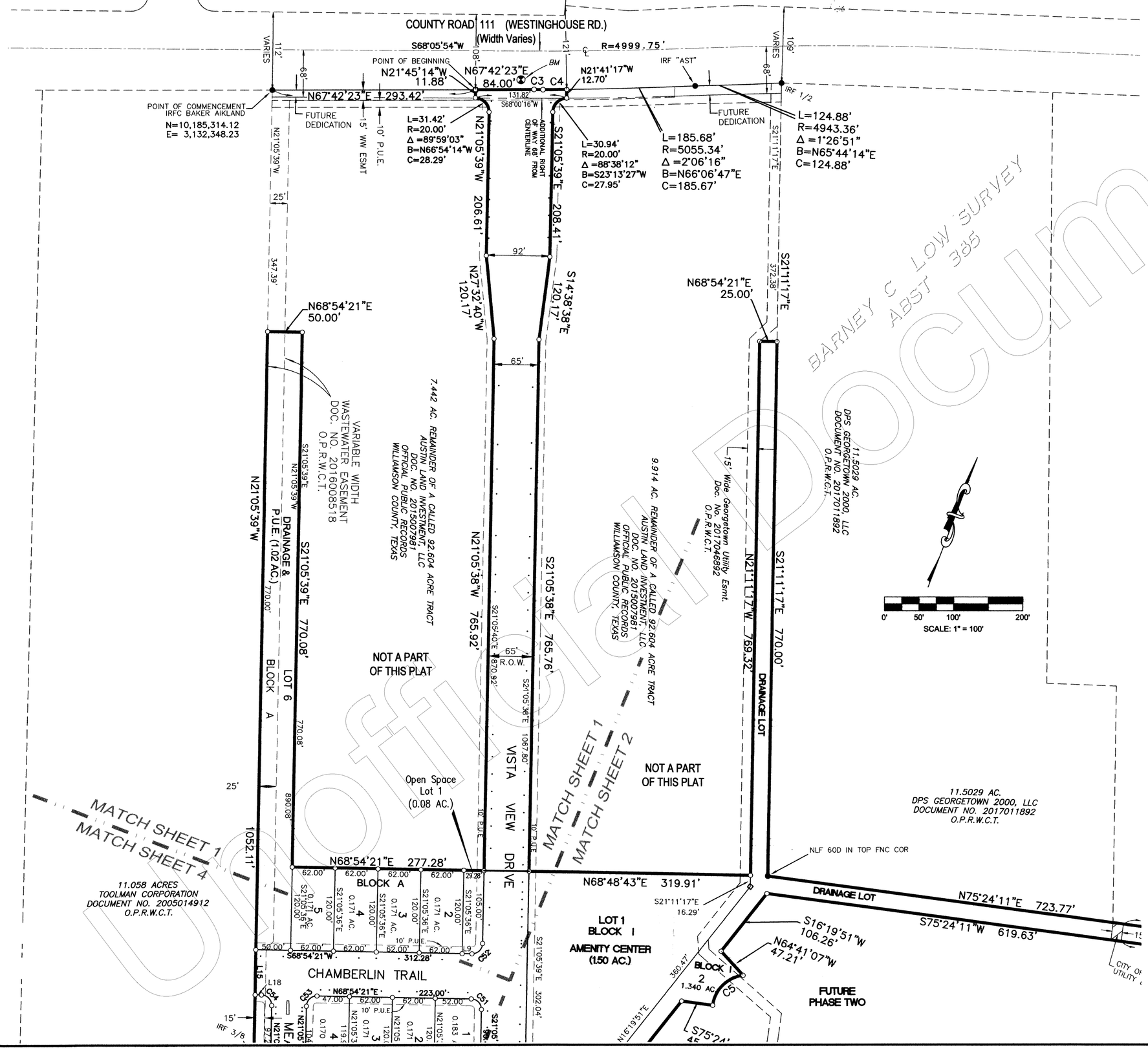
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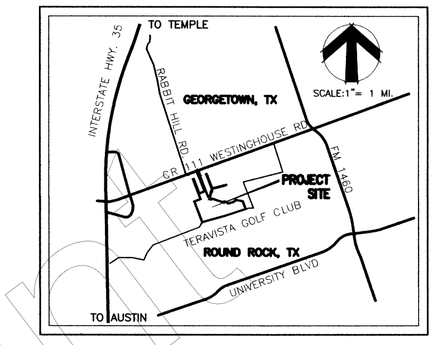
Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

DOC#2017112731

FINAL PLAT
VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS





LEGEND

□	CONCRETE MONUMENT SET
■	CONCRETE MONUMENT FOUND
●	IRON ROD FOUND (AS NOTED)
○	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
· · · · ·	SIDEWALKS
▬ ▮▮ ▬ ▮▮ ▬	MATCH LINE

BENCH MARK

BM#1: MAG NAIL SET IN BACK OF CURB ON THE SOUTH SIDE OF CR 111 (WESTINGHOUSE ROAD) AT NOSE OF ISLAND ENTRANCE TO ANDERSON TRACT ± 360 FT. NORTHEAST OF THE NORTHWEST CORNER OF SAID TRACT;
ELEVATION = 880.64, DATUM NAVD88.

SHEET INDEX

SHEET 1 - DIMENSION CONTROL PLAN
SHEET 2 - DIMENSION CONTROL PLAN
SHEET 3 - DIMENSION CONTROL PLAN
SHEET 4 - DIMENSION CONTROL PLAN
SHEET 5 - CURVE AND LINE DATA TABLES
SHEET 6 - GENERAL NOTES, BOUNDARY DESCRIPTION, OWNER AND SITE INFORMATION
SHEET 7 - DEDICATION & SIGNATURES

Unofficial Document
BARNEY C LOW SURVEY ABST 385

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
www.austinspatial.com PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

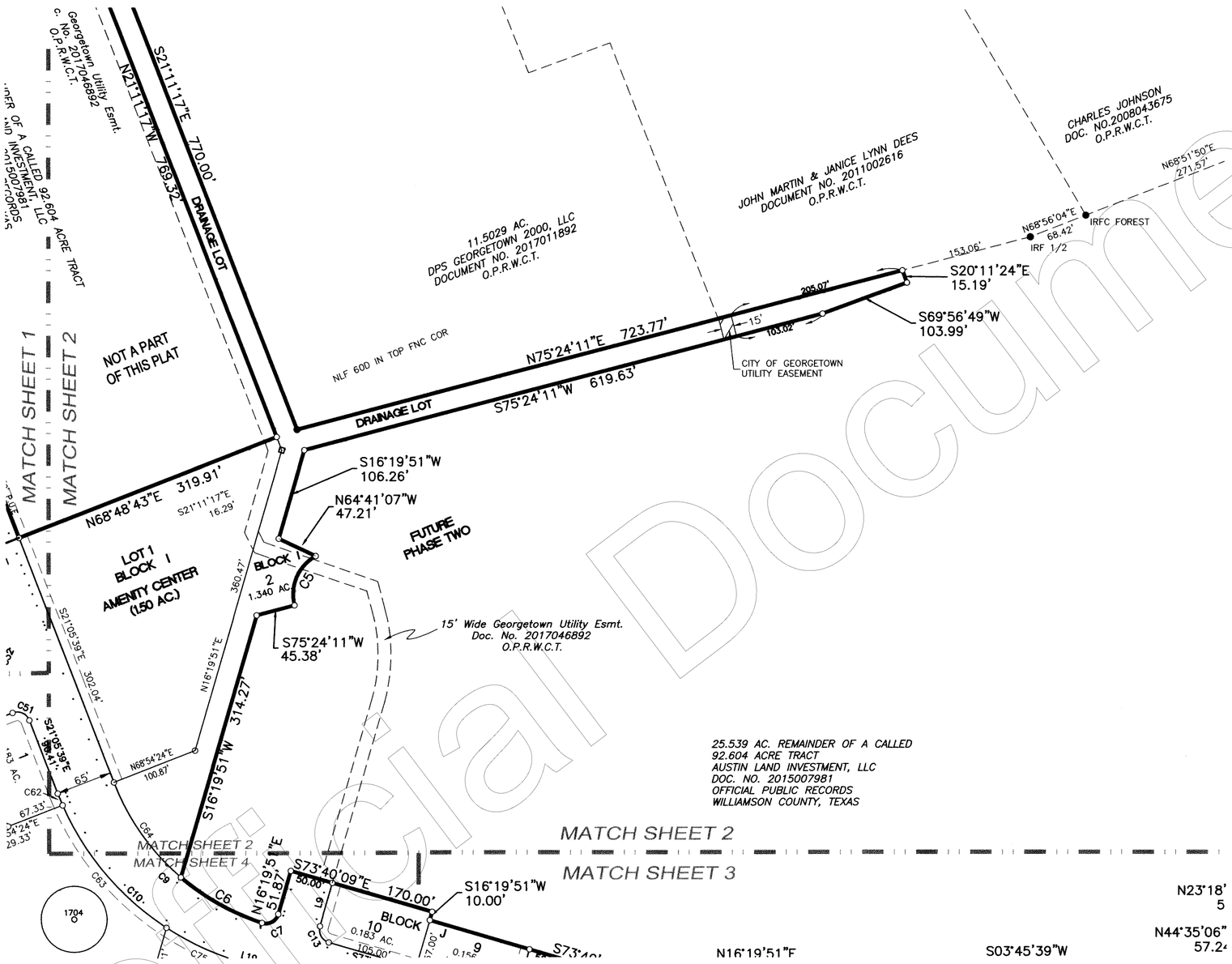
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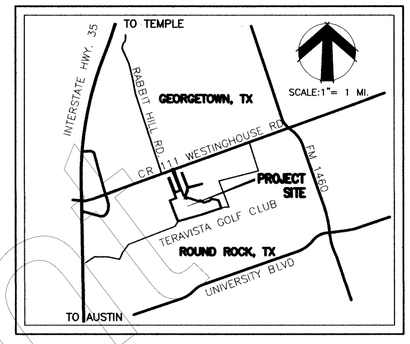
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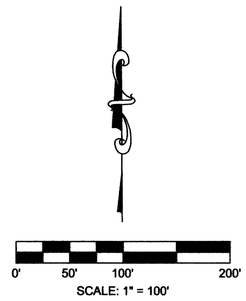
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Doc#2017112731

FINAL PLAT
VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS







BENCH MARK

BM#1: MAG NAIL SET IN BACK OF CURB ON THE SOUTH SIDE OF CR 111 (WESTINGHOUSE ROAD) AT NOSE OF ISLAND ENTRANCE TO ANDERSON TRACT ± 360 FT. NORTHEAST OF THE NORTHWEST CORNER OF SAID TRACT;
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www.austinspatial.com PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: JUNE 2017

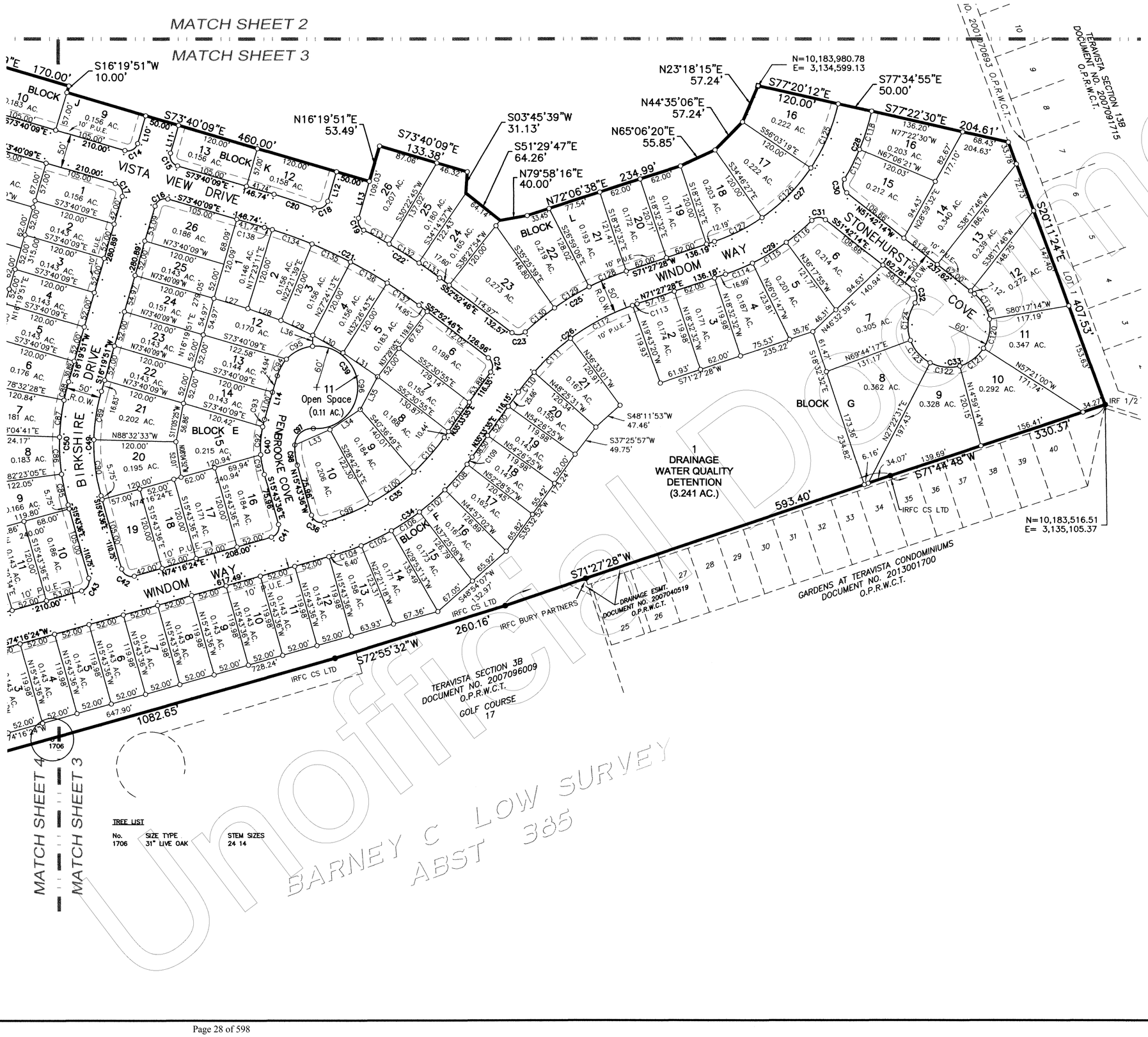
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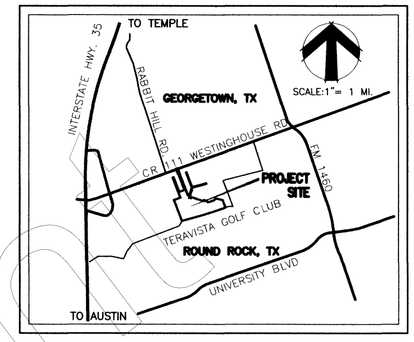
FP-2017-009

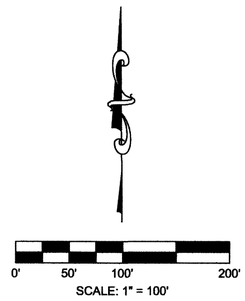
Unofficial Document

DOC #2017112731

FINAL PLAT
VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS







BENCH MARK

BM#1: MAG NAIL SET IN BACK OF CURB ON THE SOUTH SIDE OF CR 111 (WESTINGHOUSE ROAD) AT NOSE OF ISLAND ENTRANCE TO ANDERSON TRACT ± 360 FT. NORTHEAST OF THE NORTHWEST CORNER OF SAID TRACT;
ELEVATION = 880.64, DATUM NAVD88.

LEGEND

□	CONCRETE MONUMENT SET
■	CONCRETE MONUMENT FOUND
●	IRON ROD FOUND (AS NOTED)
○	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
· · · · ·	SIDEWALKS
	MATCH LINE

TREE LIST

No.	SIZE TYPE	STEM SIZES
1706	31" LIVE OAK	24 14

Unofficial Document
BARNEY C LOW SURVEY
ABST 385

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
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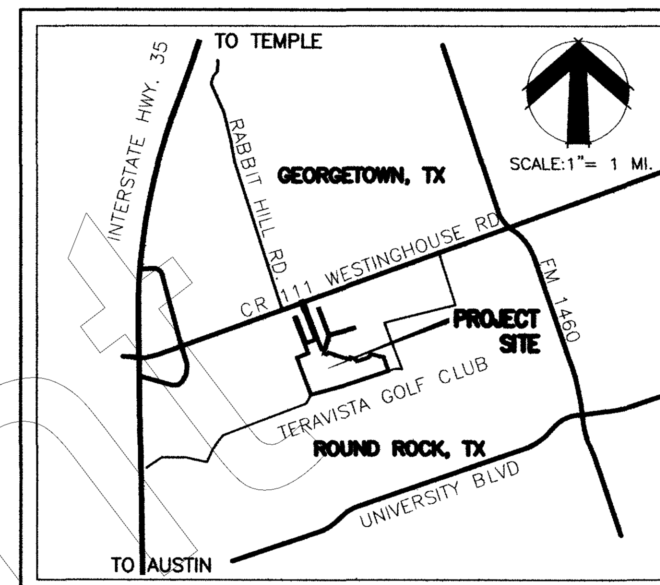
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FIRM REGISTRATION NO. 10173100

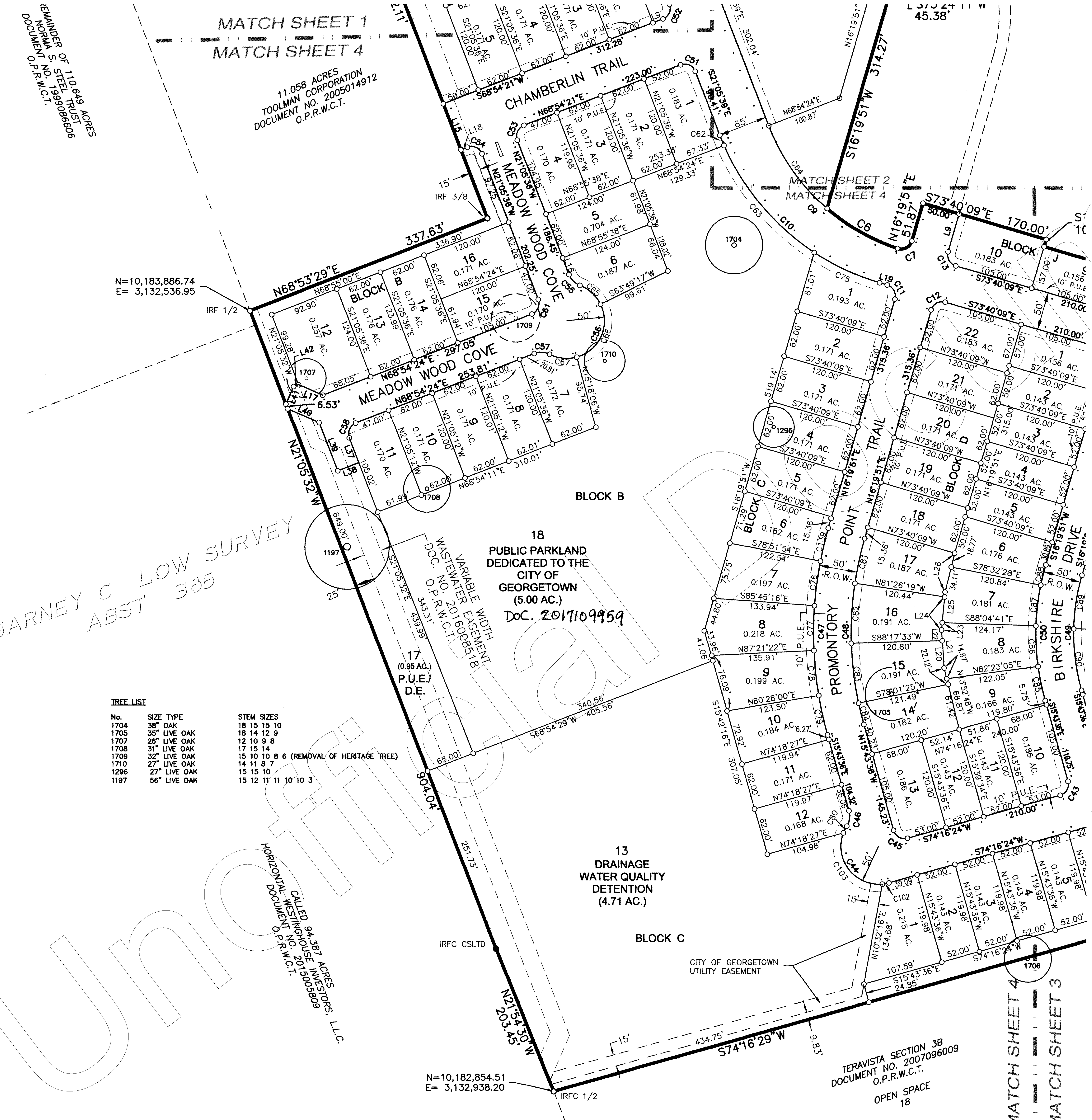
Date: JUNE 2017

FP-2017-009

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FINAL PLAT
VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS





SCALE: 1" = 100'

BENCH MARK

BM#1: MAG NAIL SET IN BACK OF CURB ON THE SOUTH SIDE OF CR 111 (WESTINGHOUSE ROAD) AT NOSE OF ISLAND ENTRANCE TO ANDERSON TRACT ± 360 FT. NORTHEAST OF THE NORTHWEST CORNER OF SAID TRACT;
ELEVATION = 880.64, DATUM NAVD88.

TREE LIST

No.	SIZE	TYPE	STEM SIZES
1704	38"	OAK	18 15 15 10
1705	35"	LIVE OAK	18 14 12 9
1707	26"	LIVE OAK	12 10 9 8
1708	31"	LIVE OAK	17 15 14
1709	32"	LIVE OAK	15 10 10 8 6 (REMOVAL OF HERITAGE TREE)
1710	27"	LIVE OAK	14 11 8 7
1296	27"	LIVE OAK	15 15 10
1197	56"	LIVE OAK	15 12 11 11 10 10 3

LEGEND

□	CONCRETE MONUMENT SET
■	CONCRETE MONUMENT FOUND
●	IRON ROD FOUND (AS NOTED)
○	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
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DE	DRAINAGE EASEMENT
. . . . .	SIDEWALKS
— · —	MATCH LINE

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Date: JUNE 2017
Sheet No. 4 OF 7
FP-2017-009

Doc# 2017112731

FINAL PLAT
VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

CURVE DATA TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	108.00'	275.29'	22°28'38"	S60°35'25"E	107.31'
C2	24.04'	15.00'	91°49'36"	N62°14'39"E	21.55'
C3	13.66'	5055.34'	0°09'17"	N68°00'40"E	13.66'
C4	34.18'	5055.34'	0°23'15"	N67°21'32"E	34.18'
C5	66.49'	50.00'	76°11'35"	N23°29'58"E	61.70'
C6	108.00'	275.29'	22°28'38"	S60°35'25"E	107.31'
C7	24.04'	15.00'	91°49'36"	N62°14'39"E	21.55'
C8	3.12'	275.00'	0°38'58"	S21°25'08"E	3.12'
C9	243.57'	275.00'	50°44'54"	S46°28'06"E	235.69'
C10	298.22'	325.00'	52°34'30"	S47°22'54"E	287.87'
C11	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C12	23.56'	15.00'	90°00'00"	N61°19'51"E	21.21'
C13	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C14	23.56'	15.00'	90°00'00"	N61°19'51"E	21.21'
C15	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C16	23.56'	15.00'	90°00'00"	N61°19'51"E	21.21'
C17	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C18	24.80'	15.00'	94°44'36"	N63°42'09"E	22.07'
C19	20.74'	15.00'	79°12'24"	S23°16'21"E	19.12'
C20	62.09'	750.00'	4°44'36"	S71°17'51"E	62.07'
C21	254.00'	700.00'	20°47'23"	S63°16'27"E	252.60'
C22	130.86'	750.00'	9°59'48"	S57°52'40"E	130.69'
C23	21.06'	15.00'	80°26'41"	N86°53'54"E	19.37'
C24	23.15'	15.00'	88°26'20"	S08°39'36"E	20.92'
C25	173.01'	400.00'	24°46'54"	N59°04'01"E	171.66'
C26	219.29'	350.00'	35°53'53"	N53°30'31"E	215.72'
C27	282.17'	275.00'	58°47'26"	N42°03'31"E	269.96'
C28	107.27'	325.00'	18°54'42"	S22°04'53"W	106.79'
C29	149.80'	325.00'	26°24'29"	S58°15'13"W	148.47'
C30	21.80'	15.02'	83°07'20"	S10°06'29"E	19.93'
C31	21.80'	15.02'	83°09'34"	S86°41'33"W	19.93'
C32	22.56'	15.00'	86°10'39"	S08°36'54"E	20.49'
C33	278.74'	60.00'	266°10'39"	N81°23'06"E	87.64'
C34	253.38'	375.00'	38°42'50"	S54°55'00"W	248.59'
C35	219.07'	325.00'	38°37'13"	S54°52'11"W	214.94'
C36	23.59'	15.00'	90°05'37"	N60°46'24"W	21.23'
C37	53.15'	95.00'	32°03'26"	N00°18'07"E	52.46'
C39	270.54'	60.00'	258°20'35"	S34°29'52"E	93.03'
C40	81.13'	145.00'	32°03'26"	S00°18'07"W	80.07'
C41	23.56'	15.00'	90°00'00"	S29°16'24"W	21.21'
C42	23.56'	15.00'	90°00'00"	N60°43'36"W	21.21'
C43	23.56'	15.00'	90°00'00"	S29°16'24"W	21.21'
C44	120.59'	50.00'	138°11'23"	N36°37'54"W	93.42'
C45	23.56'	15.00'	90°00'00"	N60°43'36"W	21.21'
C46	21.03'	25.00'	48°11'23"	N08°22'06"E	20.41'
C47	276.96'	495.00'	32°03'26"	N00°18'08"E	273.36'
C48	248.98'	445.00'	32°03'26"	N00°18'08"E	245.75'
C49	153.86'	275.00'	32°03'26"	N00°18'08"E	151.86'
C50	181.84'	325.00'	32°03'26"	N00°18'08"E	179.48'
C51	23.56'	15.00'	90°00'00"	N66°05'39"W	21.21'
C52	23.56'	15.00'	90°00'00"	S23°54'21"W	21.21'
C53	23.56'	15.00'	89°59'57"	S23°54'23"W	21.21'
C54	23.56'	15.00'	90°00'03"	S66°05'37"E	21.21'
C55	20.87'	25.00'	47°49'37"	S45°22'07"E	20.27'
C56	162.65'	50.00'	186°22'48"	N23°54'23"E	99.85'
C57	21.02'	25.00'	48°10'05"	N86°59'15"W	20.40'
C58	23.56'	15.00'	89°59'35"	S23°54'36"W	21.21'
C61	23.56'	15.00'	90°00'00"	N23°54'24"E	21.21'
C62	14.60'	325.00'	2°34'24"	S22°22'51"E	14.60'
C63	187.84'	325.00'	33°06'55"	S40°13'30"E	185.24'
C64	135.58'	275.00'	28°14'50"	S35°13'04"E	134.21'
C65	37.70'	49.78'	43°23'27"	S47°38'27"E	36.80'
C66	87.95'	50.00'	100°46'54"	S24°18'27"W	77.04'
C67	37.00'	50.00'	42°23'52"	N84°06'09"W	36.16'

CURVE DATA TABLE

C75	95.79'	325.00'	16°53'12"	S65°13'33"E	95.44'
C76	59.52'	495.00'	6°53'22"	S07°41'25"W	59.48'
C77	59.52'	495.00'	6°53'22"	S00°48'03"W	59.48'
C78	59.52'	495.00'	6°53'22"	S06°05'19"E	59.48'
C79	53.51'	495.00'	6°11'36"	S12°37'48"E	53.48'
C80	9.92'	50.00'	11°22'06"	S26°46'44"W	9.90'
C81	60.34'	445.00'	7°46'09"	S12°26'46"W	60.30'
C82	79.76'	445.00'	10°16'08"	S03°25'37"W	79.65'
C83	79.76'	445.00'	10°16'08"	S06°50'31"E	79.65'
C84	29.13'	445.00'	3°45'00"	N13°51'05"W	29.12'
C85	46.01'	325.00'	8°06'41"	N11°40'15"W	45.97'
C86	54.10'	325.00'	9°32'14"	N02°50'48"W	54.04'
C87	54.10'	325.00'	9°32'14"	N06°41'25"E	54.04'
C88	27.63'	325.00'	4°52'19"	N13°53'42"E	27.63'
C89	71.39'	275.00'	14°52'24"	S08°53'39"W	71.19'
C90	82.48'	275.00'	17°11'03"	S07°08'04"E	82.17'
C91	29.24'	145.00'	11°33'16"	N09°56'58"W	29.19'
C92	40.88'	145.00'	16°09'07"	N03°54'14"E	40.74'
C93	11.01'	145.00'	4°21'03"	N14°09'19"E	11.01'
C94	28.08'	60.00'	26°48'46"	N29°44'14"E	27.82'
C95	43.33'	60.00'	41°22'44"	N63°49'59"E	42.40'
C96	199.13'	60.00'	190°09'05"	S00°24'07"E	119.53'
C97	40.33'	25.00'	92°25'23"	S48°27'44"W	36.10'
C98	29.52'	95.00'	17°48'05"	N06°49'33"W	29.40'
C99	73.13'	325.00'	12°53'30"	N67°44'03"E	72.97'
C100	78.43'	325.00'	13°49'34"	N54°22'30"E	78.24'
C101	67.51'	325.00'	11°54'09"	N41°30'39"E	67.39'
C102	8.95'	50.00'	10°15'10"	S79°23'59"W	8.94'
C103	101.73'	50.00'	116°34'07"	N37°11'22"W	85.07'
C104	43.38'	375.00'	6°37'43"	N70°57'33"E	43.36'
C105	49.30'	375.00'	7°31'55"	N63°52'44"E	49.26'
C106	49.30'	375.00'	7°31'55"	N56°20'50"E	49.26'
C107	49.30'	375.00'	7°31'55"	N48°48'55"E	49.26'
C108	49.30'	375.00'	7°31'55"	N41°17'00"E	49.26'
C109	12.81'	375.00'	1°57'28"	N36°32'19"E	12.81'
C110	36.74'	350.00'	6°00'55"	N38°34'02"E	36.73'
C111	72.54'	350.00'	11°52'29"	N47°30'44"E	72.41'
C112	102.79'	347.09'	16°58'03"	N61°54'16"E	102.41'
C113	7.21'	78.04'	5°17'47"	S70°16'40"W	7.21'
C114	42.52'	325.98'	7°28'27"	N67°42'45"E	42.49'
C115	58.24'	326.07'	10°14'02"	N58°49'50"E	58.16'
C116	49.03'	325.79'	8°37'23"	N49°21'53"E	48.99'
C117	49.04'	327.47'	8°34'47"	N27°13'53"E	48.99'
C118	58.24'	326.54'	10°13'07"	N17°44'43"E	58.16'
C119	43.97'	60.00'	41°59'28"	S30°42'30"E	43.00'
C120	44.36'	60.00'	42°21'46"	S11°28'07"W	43.36'
C121	44.36'	60.00'	42°21'46"	S53°49'53"W	43.36'
C122	44.36'	60.00'	42°21'46"	N83°48'22"W	43.36'
C123	44.36'	60.00'	42°21'46"	N41°26'36"W	43.36'
C124	57.32'	60.00'	54°44'08"	N07°06'21"E	55.16'
C125	102.14'	275.00'	21°16'52"	S23°18'14"W	101.56'
C126	102.14'	275.00'	21°16'52"	S44°35'07"W	101.56'
C127	77.89'	275.00'	16°13'41"	S63°20'24"W	77.63'
C128	58.94'	400.00'	8°26'34"	S67°14'11"W	58.89'
C129	58.94'	400.00'	8°26'34"	S58°47'37"W	58.89'
C130	55.13'	400.00'	7°53'47"	S50°37'27"W	55.08'
C131	42.61'	750.00'	3°15'19"	S61°14'54"E	42.60'
C132	50.66'	750.00'	3°52'12"	S57°41'09"E	50.65'
C133	37.59'	750.00'	2°52'17"	S54°18'54"E	37.58'
C134	61.69'	700.00'	5°02'59"	S70°08'53"E	61.67'
C135	61.69'	700.00'	5°02'59"	S65°05'54"E	61.67'
C136	61.69'	700.00'	5°02'59"	S60°02'55"E	61.67'
C137	56.74'	700.00'	4°38'39"	S55°12'05"E	56.72'
C138	12.17'	700.00'	0°59'46"	S73°10'16"E	12.17'
C139	44.89'	495.00'	05°11'45"	N13°43'58"E	44.87'

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N16°19'51"E	51.87'
L2	S16°19'51"W	10.00'
L3	S03°45'39"W	31.13'
L4	S51°29'47"E	64.26'
L5	N79°58'16"E	40.00'
L6	N72°06'38"E	234.99'
L7	N44°35'06"E	57.24'
L8	N23°18'15"E	57.24'
L9	S16°19'51"W	52.00'
L10	N16°19'51"E	42.00'
L11	N16°19'51"E	42.00'
L12	N16°19'51"E	44.62'
L13	N16°19'51"E	55.53'
L14	N16°19'51"E	65.94'
L15	N21°05'39"W	65.00'
L16	S21°05'18"E	23.49'
L17	S66°15'20"E	35.11'
L18	S68°54'21"W	9.27'
L19	N73°40'09"W	10.59'
L20	N03°37'47"W	36.07'
L21	N03°37'47"W	50.40'
L22	N03°37'47"W	14.32'
L23	N05°15'50"E	9.81'
L24	N05°15'50"E	43.87'
L25	N05°15'50"E	40.59'
L26	N13°58'55"E	52.87'
L27	S73°40'09"E	51.70'
L28	S70°09'23"E	51.26'
L29	S65°05'42"E	51.12'
L30	S60°02'38"E	51.12'
L31	S55°00'31"E	61.12'
L32	S55°00'31"E	48.29'
L33	S66°35'31"W	55.99'
L34	N56°23'20"E	53.11'
L35	N27°59'02"E	53.66'
L36	S00°53'23"W	16.15'
L37	S21°05'11"E	35.08'
L38	S68°54'50"W	30.00'
L39	N21°05'11"W	68.27'
L40	N66°15'20"W	45.41'
L41	N23°44'40"E	25.40'
L42	N68°54'28"E	7.05'

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TOM GROLL ENGINEERING
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Date: JUNE 2017

FINAL PLAT
VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

CITY OF GEORGETOWN GENERAL NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER:CITY OF GEORGETOWN, AND ELECTRIC: ONCOR ELECTRIC.

2. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.

3. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOOD PLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0485E EFFECTIVE DATE OF SEPTEMBER 26, 2008.

4. NO FLOODPLAIN DEVELOPMENT PERMITS WILL BE REQUIRED. THERE IS NO 100 YEAR FLOODPLAIN ON THIS TRACT.

5. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

6. PARKLAND DEDICATION REQUIREMENTS ARE BEING MET BY DEDICATION OF THE 5 ACRES CONTAINED WITHIN LOT 18, BLOCK B OF THIS PRELIMINARY PLAT.

7. ANY HERITAGE TREE AS NOTED ON THIS PLAT IS SUBJECT, IN PERPETUITY, TO THE MAINTENANCE, CARE, PRUNING AND REMOVAL REQUIREMENTS OF THE CITY OF GEORGETOWN, AND APPROVED REMOVAL DOES NOT REQUIRE MODIFICATION OF THE PLAT.

8. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.

9. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN - TEXAS CENTRAL ZONE AND NAVD 88.

10. IMPERVIOUS COVERAGE PLAT NOTES:
   a.) THE MAXIMUM IMPERVIOUS COVERAGE FOR RESIDENTIAL LOT IS 45%.
   b.) THE MAXIMUM IMPERVIOUS COVERAGE FOR LOT 1, BLOCK I (AMENITIES CENTER) IS 48.7%
   c.) THE COMBINED ALLOWABLE IMPERVIOUS COVERAGE FOR LOT1, BLOCK M; LOT 1, BLOCK N; LOT 1 BLOCK O; AND LOT 1 BLOCK P SHALL NOT EXCEED 386,094 SQ. FT. (8.86 ACRES)

11. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY, OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND/OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.

12. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF GEORGETOWN AND/OR WILLIAMSON COUNTY, TEXAS. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUME ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.

13. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND / OR COUNTY.

14. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GEORGETOWN UDC.

15. A PORTION OF THIS SUBDIVISION LIES OVER STHE EDWARDS AQUIFER RECHARGE ZONE. WATER QUALITY BEST MANAGEMENT PRACTICES SHALL CONFORM TO 30 TAC CHAPTER 213 AND THE REQUIREMENTS OF THE CITY OF GEORGETOWN.

16. THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE CITY OF GEORGETOWN WATER CONSERVATION ORDINANCE.

17. THE SUBDIVISION SUBJECT TO THIS APPLICATION IS SUBJECT TO THE WATER QUALITY REGULATIONS OF THE CITY OF GEORGETOWN.

18. A GEOLOGIC ASSESSMENT, IN ACCORDANCE WITH THE CITY OF GEORGETOWN WATER QUALITY REGULATIONS, WAS COMPLETED ON JUNE 9, 2014. ANY SPRINGS AND STREAMS AS IDENTIFIED IN THE GEOLOGIC ASSESSMENT ARE SHOWN HEREIN.

19. THE EMERGENCY SERVICES ACCESS SHOWN ON LOT 6, BLOCK F, MUST BE CONSTRUCTED TO GEORGETOWN FIRE DEPARTMENT STANDARDS BEFORE CONSTRUCTION BEGINS ON THE 31ST LOT UNLESS ANOTHER CONNECTION ACCEPTABLE TO THE GEORGETOWN FIRE DEPARTMENT IS PROVIDED.

20. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.

21. ALL WATER QUALITY, SEDIMENTATION, FILTRATION, WATERQUALITY, DETENTION, AND/OR RETENTION BASINS, FEATURES, AND RELATED APPURTENANCES SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT, DRAINAGE LOT OR AS SHOWN ON SITE PLAN. THE OWNERS, HOA OR ITS ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION AND WATER QUALITY FACILITIES SHALL MAINTAIN AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION AND UPKEEP.

PROPERTY DESCRIPTION

BEING 51.223 ACRES OF LAND LOCATED IN THE BARNEY C. LOW SURVEY, ABSTRACT 385, WILLIAMSON COUNTY, TEXAS AND BEING A POTION OF A 92.604 ACRE TRACT DESCRIBED IN A DEED TO AUSTIN LAND INVESTMENTS, LLC IN DOCUMENT NO. 2015007981 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SAID 49.720 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 4203.

COMMENCING at an iron rod with cap stamped "Baker Aikland" located on the southerly right of way line of County Road 111 (Westinghouse Road width varies) and in the east line of a called 11.058 acre tract described in a deed recorded in Document No. 2005014912 of said Official Public Records same being the northwest corner of said 92.604 acre tract and the northwest corner of the herein described tract;

THENCE, with said southerly right of way line N67°42'23"E, 293.42 POINT OF BEGINNING of the herein described tract;

THENCE, continuing with said southerly right of way line the following courses and distances:
1. N67°42'23"E, 84.00 feet to the beginning of a curve to the left;
2. With the arc of a curve to the left 13.66 feet having a radius of 5055.34 feet, a central angle of 00°09'17" and a chord bearing and distance of N68°00'40"E, 13.66 feet to a Mag Nail found;
3. Continuing with the arc of said curve to the left 34.18 feet having a radius of 5055.34 feet , a central angle of 00°23'15" and a chord bearing and distance of N67°21'32"E, 34.18 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a compound curve to the left;

THENCE, leaving said southerly right of way line and crossing said 92.604 acre tract the following courses and distances:
1. S21°41'17"E, 12.70 feet;
2. with a curve to the left, 30.94 feet, having a radius of 20.00 feet, a central angle of 88°38'12" and a chord bearing and distance of S23°13'27"W, 27.95 feet;
3. S21°05'39"E, 208.41 feet;
4. S14°38'38"E, 120.17 feet;
5. S21°05'38"E, 765.76 feet;
6. N68°48'43"E, 319.91 feet;
7. N21°11'17"W, 769.32 feet;
8. N68°54'21"E, 25.00 feet to the westerly line of a called 11.5029 acre tract described in a deed to DPS GEORGETOWN and recorded in Document No. 2017011892 of said Official Public Records same being the easterly line of said 92.604 acre tract;

THENCE, with the westerly line of said 11.5029 acre tract, same being the easterly line of said 92.604 acre tract, S21°11'17"E, 770.00 feet to a nail in a fence post at the southwest corner of said 11.5029 acre tract, being an interior ell corner of said 92.604 acre tract;
THENCE, with the southerly line of said 11.5029 acre tract, same being the northerly line of said 92.604 acre tract, N75°24'11"E, 723.77 feet;

THENCE, leaving the southerly line of said 11.5029 acre tract, and crossing said 92.604 acre tract the following courses and distances:
1. S20°11'24"E, 15.19 feet;
2. S69°56'49"W, 104.00 feet;
3. S75°24'11"W, 619.62 feet;
4. S16°19'51"W, 106.26 feet;
5. S73°40'09"E, 47.21 feet to the beginning of a non-tangent curve to the left;
6. with a curve to the left, 66.49 feet, having a radius of 50.00 feet, a central angle of 76°11'35" and a chord bearing and distance of S23°29'58"W, 61.70 feet;
7. S75°24'11"W, 45.38 feet;
8. S16°19'51"W, 314.26 feet to the beginning of a non-tangent curve to the left;
9. with said curve to the left, 108.00 feet, having a radius of 275.29 feet, a central angle of 22°28'38" and a chord bearing and distance of S60°35'25"E, 107.31 feet to a point of compound curvature;
10. with said compound curve to the left, 24.04 feet, having a radius of 15.00 feet, a central angle of 91°49'36" and a chord bearing and distance of N62°14'39"E, 21.55 feet;
11. N16°19'51"E, 51.87 feet;
12. S73°40'09"E, 170.00 feet;
13. S16°19'51"W, 10.00 feet;
14. S73°40'09"E, 460.00 feet;
15. N16°19'51"E, 53.49 feet;
16. S73°40'09"E, 133.38 feet;
17. S03°45'39"W, 31.13 feet;
18. S51°39'35"E, 64.14 feet;
19. N79°58'16"E, 40.00 feet;
20. N72°06'38"E, 33.45 feet;
21. N72°06'38"E, 45.11 feet;
22. N72°06'38"E, 32.42 feet;
23. N72°06'38"E, 44.74 feet;
24. N72°06'38"E, 17.27 feet;
25. N72°06'38"E, 62.00 feet;
26. N65°06'20"E, 55.85 feet;
27. N44°35'06"E, 57.24 feet;
28. N23°18'15"E, 57.24 feet;
29. S77°20'12"E, 120.00 feet;
30. S77°34'55"E, 50.02 feet;
31. S77°22'30"E, 204.61 feet to the westerly line of Lot 1, Block "1" Terra Vista Section 13B, a subdivision of record Document No. 2007091715 of said Official Public Records;

THENCE, with the easterly line of said 92.604 acre tract, same being the westerly line of said Lot 1, S20°11'24"E, 407.53 feet to a ½-inch iron rod found at the southeast corner of said 92.604 acre tract and being the most northerly northeast corner of the Gardens at Teravista a Condominium Regime of record in Document No. 2013001700 of said Official Public Records;

THENCE, with the southerly line of said 92.604 acre tract the following courses and distances:
1. S71°44'48"W, 330.37 feet to a ½-inch iron rod with cap stamped "CS LTD" for angle point;
2. S71°27'28"W, passing at 469.18 feet an iron rod with cap stamped "BURY PARTNERS" at the northwest corner of said Gardens at Teravista Condominiums, same being the northeast corner of Lot 17 Teravista Section 3B, a subdivision of record in Document No. 2007096009 of said Official Public Records, and continuing for a total distance of 593.40 feet to a ½-inch iron rod with cap stamped "CS LTD" for angle point;
3. S72°55'32"W, passing at 227.85 feet the common northerly corner of Lots 17 and 18 of said Section 3B and continuing for a total distance of 260.16 feet to a ½-inch iron rod with cap stamped "CS LTD" for angle point and;
4. S74°16'29"W, 1082.65 feet to the southwest corner of said 92.604 acre tract and being on the easterly line of a called 94.387 acre tract described in a deed to Horizontal Westinghouse Investors, LLC and recorded in Document No. 2015005809 of said Official Public Records, same being the northwest corner of said Lot 18, Teravista Section 3B ;

THENCE, with the westerly line of said 92.604 acre tract, same being the easterly line of said 94.387 acre tract the following two (2) courses and distances:
1. N21°54'30"W, 203.45 feet to an iron rod with cap stamped "CS LTD" for angle point and;
2. N21°05'32"W, passing the most easterly northeast corner of said 94.387 acre tract at 883.95 feet and continuing for a total distance of 904.04 feet to a ½-inch iron rod found for the southwest corner of said 11.058 acre tract;

THENCE, Leaving said 94.387 acre tract and continuing with the westerly line of said 92.604 acre tract and the south and easterly lines of said 11.058 acre tract the following two (2) courses and distances:
1. N68°53'29"E, 337.63 feet to a 3/8-inch iron rod found for the southeast corner of said 11.058 acre tract and;
2. N21°05'39"W, 1052.11 feet;

THENCE, leaving said westerly line and once again crossing said 92.604 acre tract,
1. S21°05'39"E, 50.00 feet;
2. S21°05'39"E, 770.00 feet;
3. N68°54'21"E, 277.27 feet;
4. N21°05'38"W, 765.92 feet;
5. N27°32'40"W, 120.17 feet;
6. N21°05'39"W, 206.61 feet to the beginning of a curve to the left;
7. with a curve to the left, 31.42 feet, having a radius of 20.00 feet, a central angle of 89°59'03" and a chord bearing and distance of N66°54'14"W, 28.29 feet;
8. N21°45'14"W, 11.88 feet to the POINT OF BEGINNING and containing 51.223 acres of land, more or less.

OWNER:
MERITAGE HOMES OF TEXAS, LLC
8920 BUSINESS PARK DRIVE , SUITE 350
AUSTIN, TEXAS 78759

TOTAL LENGTH OF STREETS:		7489 LF	
SINGLE FAMILY LOTS	130	23.49 ACRES	
LANDSCAPE LOTS:	2	0.19 ACRES	
PARKLAND LOT:	1	5.00 ACRES	
AMENITY LOT:	1	1.50 ACRES	
DRAINAGE/UTILITIES LOT:	5	11.26 ACRES	
PHASE 1 TOTAL ACREAGE		51.22 ACRES	
PHASE 1 TOTAL LOTS:	139		
PHASE 1 TOTAL BLOCKS:	11		

Unofficial Document

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
www.austinspatial.com PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: JUNE 2017

FP-2017-009

DOC# 2017112731

FINAL PLAT
VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, MATTHEW SCRIVENER, ON BEHALF OF MERITAGE HOMES OF TEXAS, LLC, SOLE OWNER OF THE CERTAIN 51.223 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017061902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA POINTE PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20th DAY OF JUNE, 2017.

MATTHEW SCRIVENER, V.P. LAND DEVELOPMENT
MERITAGE HOMES OF TEXAS, LLC
8920 BUSINESS PARK DRIVE, SUITE 350
AUSTIN, TX 78759

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW SCRIVENER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF JUNE, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 12-27-2020

KYLIE MARIE GILMARTIN
Notary Public, State of Texas
Comm. Expires 12-27-2020
Notary ID 130943327

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS {

I, THOMAS J. GROLL, P.E., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS PARTIALLY WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND PARTIALLY WITHIN THE EDWARDS AQUIFER TRANSITION ZONE, AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0485E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.
THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS, TEXAS, THIS 20TH DAY OF JUNE, 2017.

THOMAS J. GROLL, P.E. 6/20/17
REGISTERED PROFESSIONAL ENGINEER NO. 90976
STATE OF TEXAS

STATE OF TEXAS
THOMAS J. GROLL
90976
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, PAUL C. SAUVE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS, TEXAS, THIS 20TH DAY OF JUNE, 2017.

PAUL C. SAUVE, JR.
REGISTERED PROFESSIONAL SURVEYOR NO. 2518
STATE OF TEXAS

STATE OF TEXAS
PAUL C. SAUVE, JR.
2518
PROFESSIONAL
LAND SURVEYOR
6/20/17

CITY OF GEORGETOWN CERTIFICATIONS

CITY FLOODPLAIN COORDINATOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 15.44, FLOOD DAMAGE PREVENTION, OF THE GEORGETOWN MUNICIPAL CODE. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CITY OF GEORGETOWN DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC OR INDEPENDENT VERIFI CATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

~~ASSISTANT FLOODPLAIN COORDINATOR~~ DATE
CITY OF GEORGETOWN
Glen Holcomb, Building Official

I, SOFIA NELSON, PLANNING DIRECTOR OF THE CITY OF GEORGETOWN, TEXAS, DO HEREBY CERTIFY THIS PLAT IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

SOFIA NELSON, PLANNING DIRECTOR DATE

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE 8th DAY OF Dec 2017, A.D., AT 9:20 O'CLOCK A.M. AND DULY RECORDED ON THE 8th DAY OF Dec 2017 A.D., AT 9:48 O'CLOCK A. M. AS DOCUMENT NO. 2017112731 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

Connie Phelps, CLERK
COUNTY COURT OF WILLIAMSON COUNTY, TEXAS
Connie Phelps

COUNTY COURT
WILLIAMSON COUNTY, TEXAS

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
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FIRM REGISTRATION NO. 10173100

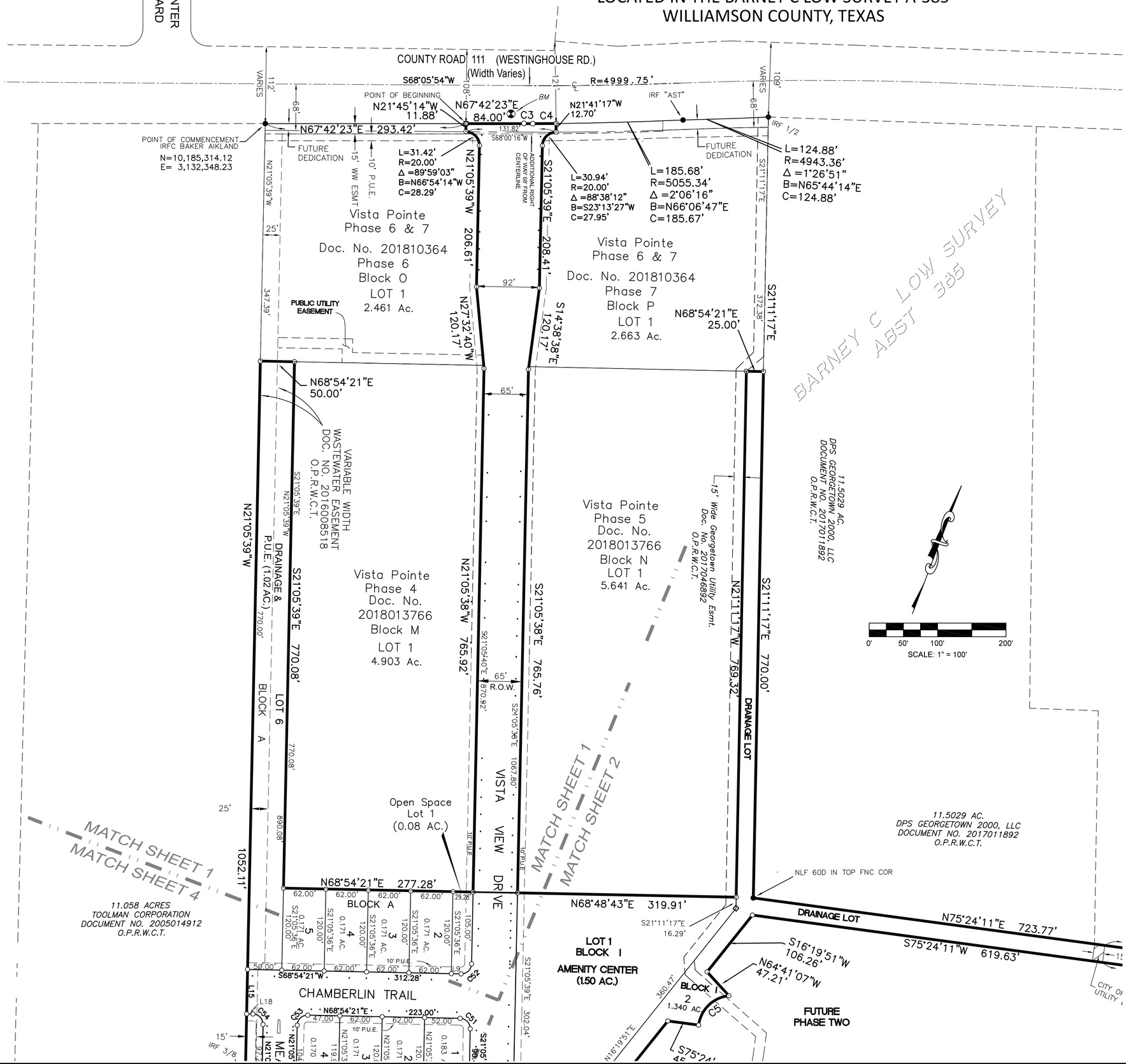
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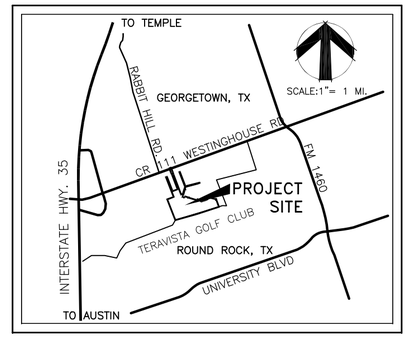
Sheet No. 7 OF 7

FP-2017-009

Unofficial Document

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS





LEGEND

□	CONCRETE MONUMENT SET
■	CONCRETE MONUMENT FOUND
●	IRON ROD FOUND (AS NOTED)
○	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
. . . . .	SIDEWALKS
▬ ▮▮ ▬	MATCH LINE

BENCH MARK

BM#1: MAG NAIL SET IN BACK OF CURB ON THE SOUTH SIDE OF CR 111 (WESTINGHOUSE ROAD) AT NOSE OF ISLAND ENTRANCE TO ANDERSON TRACT ± 360 FT. NORTHEAST OF THE NORTHWEST CORNER OF SAID TRACT;
ELEVATION = 880.64, DATUM NAVD88.

VACATION DECLARATION

The area being vacated in this Plat had been previously platted as a Plat known as "Vista Pointe Subdivision Phase One" recorded in Document No. 2017112731 in the Williamson County Deed and Plat records, and the property owners identified herein for and in consideration of the premises and pursuant to the provisions of Chapter 212.013 of the Local Government Code, do hereby declare that the Vista Pointe Subdivision Phase One Plat is vacated and replatted as " Replat of Vista Pointe Subdivision Phase One ".

SHEET INDEX

SHEET 1 - DIMENSION CONTROL PLAN
SHEET 2 - DIMENSION CONTROL PLAN
SHEET 3 - DIMENSION CONTROL PLAN
SHEET 4 - DIMENSION CONTROL PLAN
SHEET 5 - CURVE AND LINE DATA TABLES
SHEET 6 - GENERAL NOTES, BOUNDARY DESCRIPTION, OWNER AND SITE INFORMATION
SHEET 7 - DEDICATION & OWNERS SIGNATURES
SHEET 8 - OWNER SIGNATURES
SHEET 9 - OWNER SIGNATURES
SHEET 10 - ENGINEER, SURVEYOR AND COUNTY, SIGNATURES

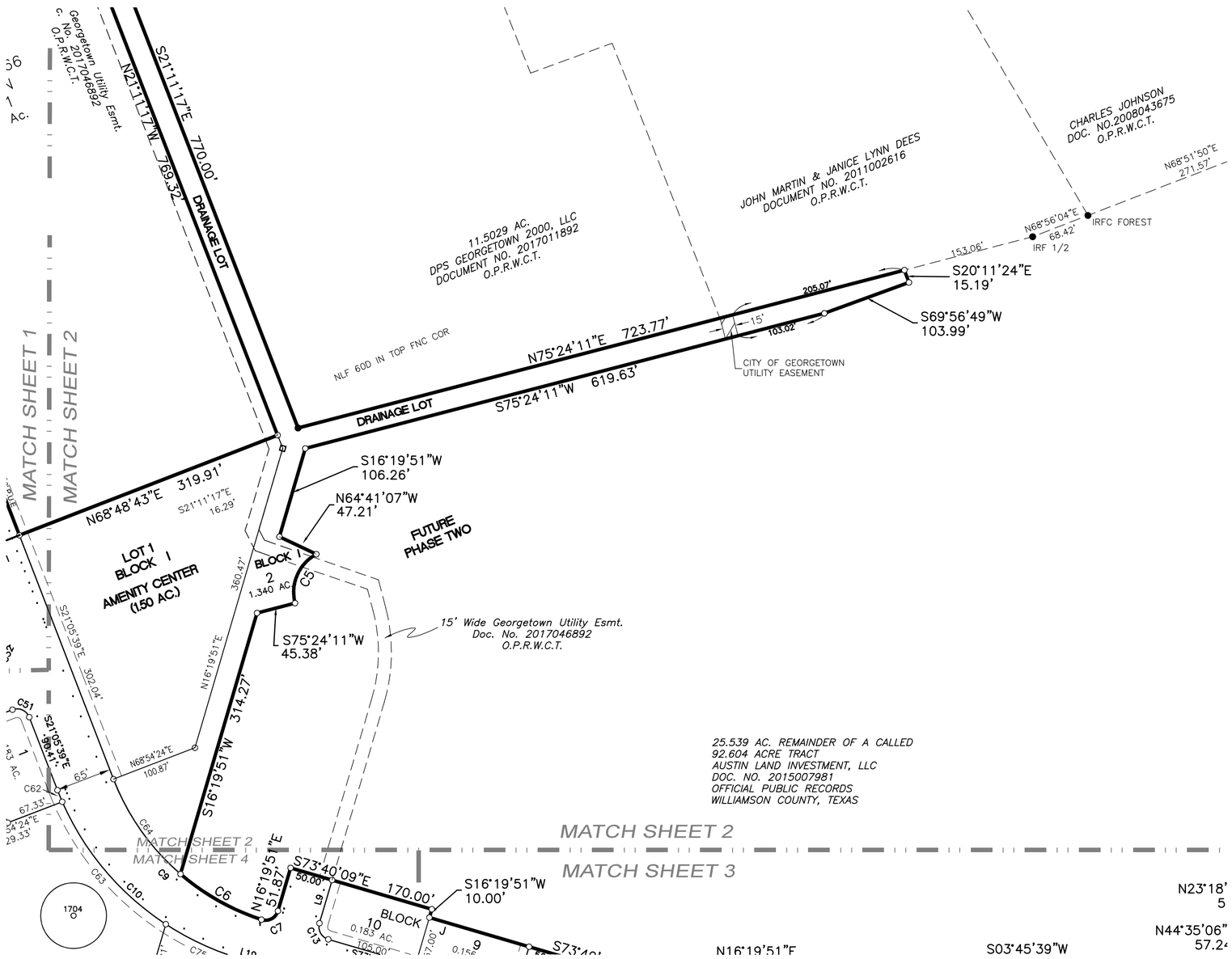
TOM GROLL ENGINEERING
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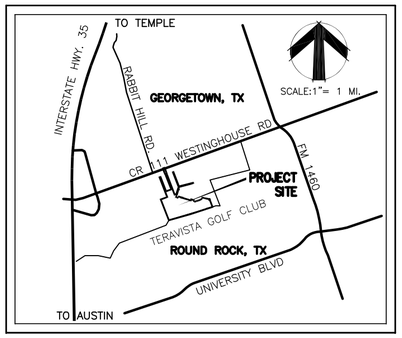
AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

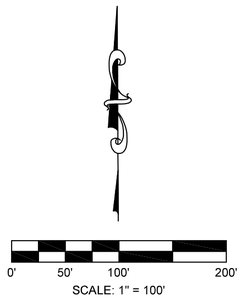
Date: MARCH 2019

Sheet No. 1 OF ___ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS







BENCH MARK

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LEGEND

□	CONCRETE MONUMENT SET
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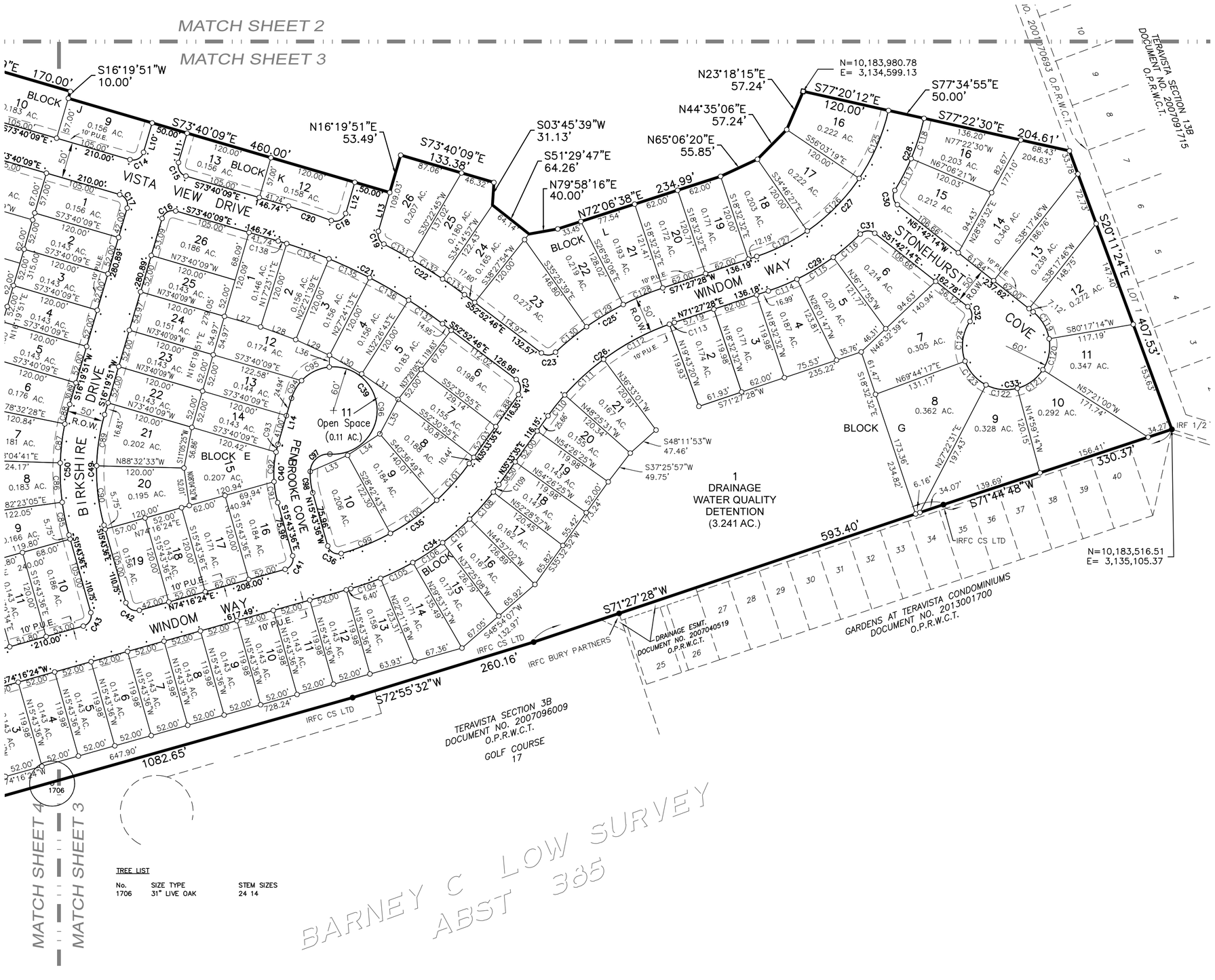
AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

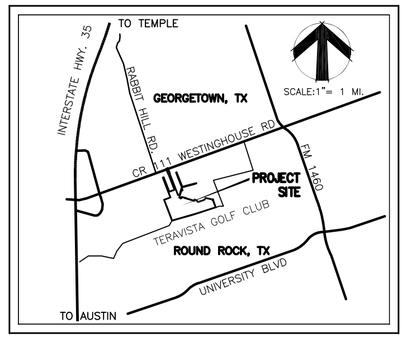
Date: MARCH 2019

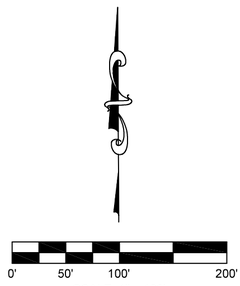
Sheet No. 2 OF ___

FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS







BENCH MARK

BM#1: MAG NAIL SET IN BACK OF CURB ON THE SOUTH SIDE OF CR 111 (WESTINGHOUSE ROAD) AT NOSE OF ISLAND ENTRANCE TO ANDERSON TRACT ± 360 FT. NORTHEAST OF THE NORTHWEST CORNER OF SAID TRACT;
ELEVATION = 880.64, DATUM NAVD88.

TREE LIST

No.	SIZE TYPE	STEM SIZES
1706	31" LIVE OAK	24 14

LEGEND

□	CONCRETE MONUMENT SET
■	CONCRETE MONUMENT FOUND
●	IRON ROD FOUND (AS NOTED)
○	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
. . . . .	SIDEWALKS
— — —	MATCH LINE

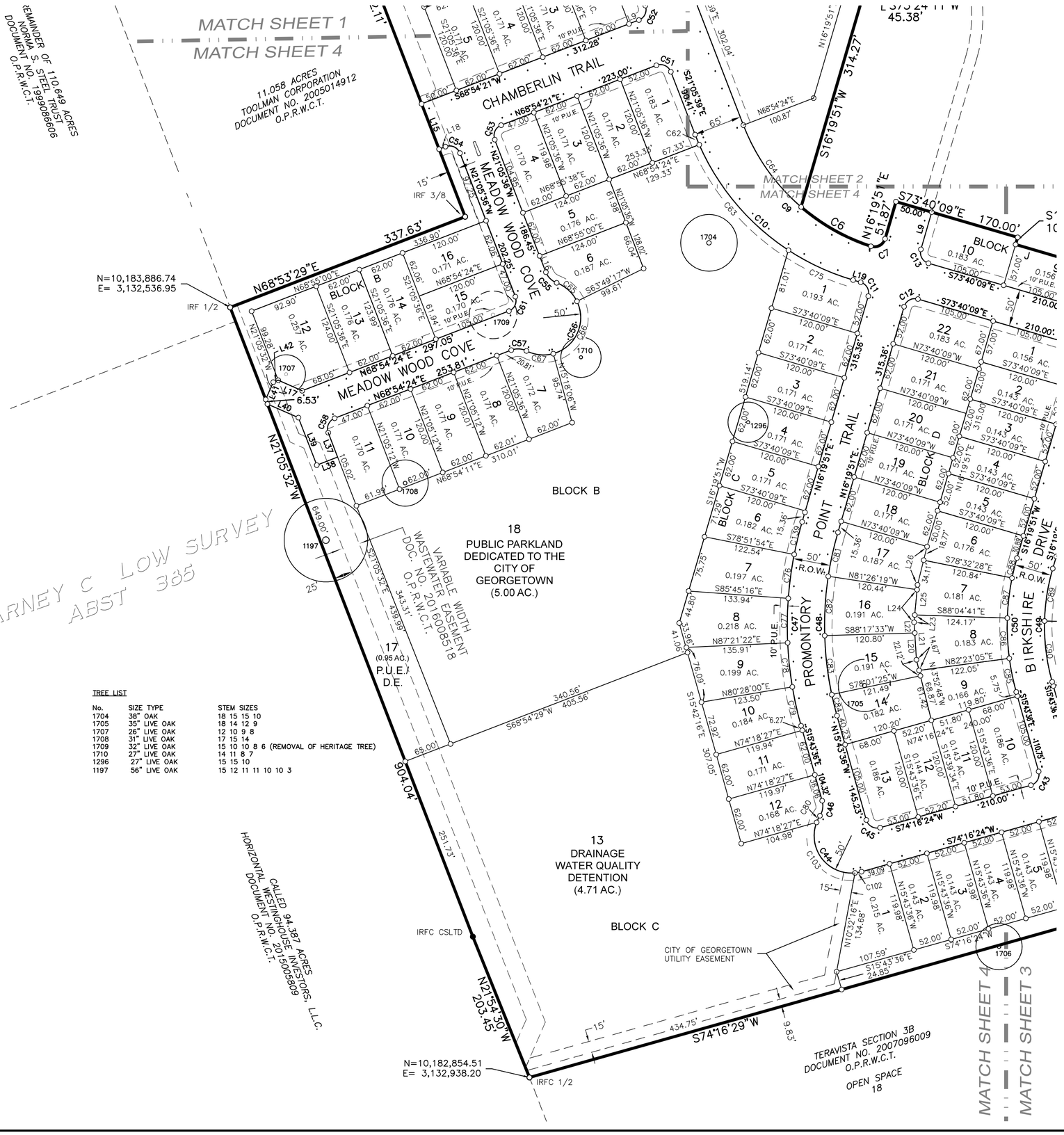
TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

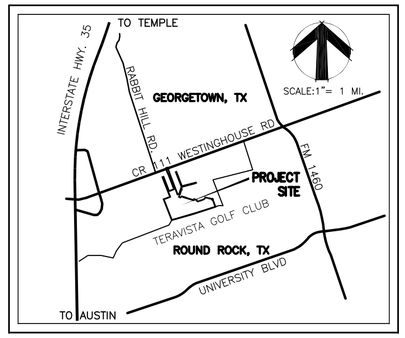
AUSTIN SPATIAL TECHNOLOGIES, LLC
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PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

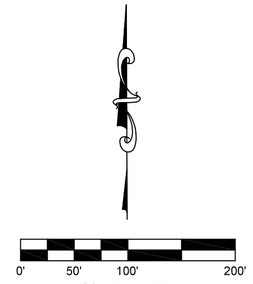
Date: MARCH 2019

Sheet No. 3 OF ____ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS







BENCH MARK

BM#1: MAG NAIL SET IN BACK OF CURB ON THE SOUTH SIDE OF CR 111 (WESTINGHOUSE ROAD) AT NOSE OF ISLAND ENTRANCE TO ANDERSON TRACT ± 360 FT. NORTHEAST OF THE NORTHWEST CORNER OF SAID TRACT;
ELEVATION = 880.64, DATUM NAVD88.

TREE LIST

No.	SIZE TYPE	STEM SIZES
1704	38" OAK	18 15 15 10
1705	35" LIVE OAK	18 14 12 9
1707	26" LIVE OAK	12 10 9 8
1708	31" LIVE OAK	17 15 14
1709	32" LIVE OAK	15 10 10 8 6 (REMOVAL OF HERITAGE TREE)
1710	27" LIVE OAK	14 11 8 7
1296	27" LIVE OAK	15 15 10
1197	56" LIVE OAK	15 12 11 11 10 10 3

LEGEND

□	CONCRETE MONUMENT SET
■	CONCRETE MONUMENT FOUND
●	IRON ROD FOUND (AS NOTED)
O	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
. . . . .	SIDEWALKS
▬ ▮ ▬ ▮ ▬	MATCH LINE

TOM GROLL ENGINEERING
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LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: MARCH 2019

Sheet No. 4 OF ___ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

CURVE DATA TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	108.00'	275.29'	22°28'38"	S60°35'25"E	107.31'
C2	24.04'	15.00'	91°49'36"	N62°14'39"E	21.55'
C3	13.66'	5055.34'	0°09'17"	N68°00'40"E	13.66'
C4	34.18'	5055.34'	0°23'15"	N67°21'32"E	34.18'
C5	66.49'	50.00'	76°11'35"	N23°29'58"E	61.70'
C6	108.00'	275.29'	22°28'38"	S60°35'25"E	107.31'
C7	24.04'	15.00'	91°49'36"	N62°14'39"E	21.55'
C8	3.12'	275.00'	0°38'58"	S21°25'08"E	3.12'
C9	243.57'	275.00'	50°44'54"	S46°28'06"E	235.69'
C10	298.22'	325.00'	52°34'30"	S47°22'54"E	287.87'
C11	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C12	23.56'	15.00'	90°00'00"	N61°19'51"E	21.21'
C13	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C14	23.56'	15.00'	90°00'00"	N61°19'51"E	21.21'
C15	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C16	23.56'	15.00'	90°00'00"	N61°19'51"E	21.21'
C17	23.56'	15.00'	90°00'00"	S28°40'09"E	21.21'
C18	24.80'	15.00'	94°44'36"	N63°42'09"E	22.07'
C19	20.74'	15.00'	79°12'24"	S23°16'21"E	19.12'
C20	62.09'	750.00'	4°44'36"	S71°17'51"E	62.07'
C21	254.00'	700.00'	20°47'23"	S63°16'27"E	252.60'
C22	130.86'	750.00'	9°59'48"	S57°52'40"E	130.69'
C23	21.06'	15.00'	80°26'41"	N86°53'54"E	19.37'
C24	23.15'	15.00'	88°26'20"	S08°39'36"E	20.92'
C25	173.01'	400.00'	24°46'54"	N59°04'01"E	171.66'
C26	219.29'	350.00'	35°53'53"	N53°30'31"E	215.72'
C27	282.17'	275.00'	58°47'26"	N42°03'31"E	269.96'
C28	107.27'	325.00'	18°54'42"	S22°04'53"W	106.79'
C29	149.80'	325.00'	26°24'29"	S58°15'13"W	148.47'
C30	21.80'	15.02'	83°07'20"	S10°06'29"E	19.93'
C31	21.80'	15.02'	83°09'34"	S86°41'33"W	19.93'
C32	22.56'	15.00'	86°10'39"	S08°36'54"E	20.49'
C33	278.74'	60.00'	266°10'39"	N81°23'06"E	87.64'
C34	253.38'	375.00'	38°42'50"	S54°55'00"W	248.59'
C35	219.07'	325.00'	38°37'13"	S54°52'11"W	214.94'
C36	23.59'	15.00'	90°05'37"	N60°46'24"W	21.23'
C37	53.15'	95.00'	32°03'26"	N00°18'07"E	52.46'
C39	270.54'	60.00'	258°20'35"	S34°29'52"E	93.03'
C40	81.13'	145.00'	32°03'26"	S00°18'07"W	80.07'
C41	23.56'	15.00'	90°00'00"	S29°16'24"W	21.21'
C42	23.56'	15.00'	90°00'00"	N60°43'36"W	21.21'
C43	23.56'	15.00'	90°00'00"	S29°16'24"W	21.21'
C44	120.59'	50.00'	138°11'23"	N36°37'54"W	93.42'
C45	23.56'	15.00'	90°00'00"	N60°43'36"W	21.21'
C46	21.03'	25.00'	48°11'23"	N08°22'06"E	20.41'
C47	276.96'	495.00'	32°03'26"	N00°18'08"E	273.36'
C48	248.98'	445.00'	32°03'26"	N00°18'08"E	245.75'
C49	153.86'	275.00'	32°03'26"	N00°18'08"E	151.86'
C50	181.84'	325.00'	32°03'26"	N00°18'08"E	179.48'
C51	23.56'	15.00'	90°00'00"	N66°05'39"W	21.21'
C52	23.56'	15.00'	90°00'00"	S23°54'21"W	21.21'
C53	23.56'	15.00'	89°59'57"	S23°54'23"W	21.21'
C54	23.56'	15.00'	90°00'03"	S66°05'37"E	21.21'
C55	20.87'	25.00'	47°49'37"	S45°22'07"E	20.27'
C56	162.65'	50.00'	186°22'48"	N23°54'23"E	99.85'
C57	21.02'	25.00'	48°10'05"	N86°59'15"W	20.40'
C58	23.56'	15.00'	89°59'35"	S23°54'36"W	21.21'
C61	23.56'	15.00'	90°00'00"	N23°54'24"E	21.21'
C62	14.60'	325.00'	2°34'24"	S22°22'51"E	14.60'
C63	187.84'	325.00'	33°06'55"	S40°13'30"E	185.24'
C64	135.58'	275.00'	28°14'50"	S35°13'04"E	134.21'
C65	37.70'	49.78'	43°23'27"	S47°38'27"E	36.80'
C66	87.95'	50.00'	100°46'54"	S24°18'27"W	77.04'
C67	37.00'	50.00'	42°23'52"	N84°06'09"W	36.16'

CURVE DATA TABLE

C75	95.79'	325.00'	16°53'12"	S65°13'33"E	95.44'
C76	59.52'	495.00'	6°53'22"	S07°41'25"W	59.48'
C77	59.52'	495.00'	6°53'22"	S00°48'03"W	59.48'
C78	59.52'	495.00'	6°53'22"	S06°05'19"E	59.48'
C79	53.51'	495.00'	6°11'36"	S12°37'48"E	53.48'
C80	9.92'	50.00'	11°22'06"	S26°46'44"W	9.90'
C81	60.34'	445.00'	7°46'09"	S12°26'46"W	60.30'
C82	79.76'	445.00'	10°16'08"	S03°25'37"W	79.65'
C83	79.76'	445.00'	10°16'08"	S06°50'31"E	79.65'
C84	29.13'	445.00'	3°45'00"	N13°51'05"W	29.12'
C85	46.01'	325.00'	8°06'41"	N11°40'15"W	45.97'
C86	54.10'	325.00'	9°32'14"	N02°50'48"W	54.04'
C87	54.10'	325.00'	9°32'14"	N06°41'25"E	54.04'
C88	27.63'	325.00'	4°52'19"	N13°53'42"E	27.63'
C89	71.39'	275.00'	14°52'24"	S08°53'39"W	71.19'
C90	82.48'	275.00'	17°11'03"	S07°08'04"E	82.17'
C91	29.24'	145.00'	11°33'16"	N09°56'58"W	29.19'
C92	40.88'	145.00'	16°09'07"	N03°54'14"E	40.74'
C93	11.01'	145.00'	4°21'03"	N14°09'19"E	11.01'
C94	28.08'	60.00'	26°48'46"	N29°44'14"E	27.82'
C95	43.33'	60.00'	41°22'44"	N63°49'59"E	42.40'
C96	199.13'	60.00'	190°09'05"	S00°24'07"E	119.53'
C97	40.33'	25.00'	92°25'23"	S48°27'44"W	36.10'
C98	29.52'	95.00'	17°48'05"	N06°49'33"W	29.40'
C99	73.13'	325.00'	12°53'30"	N67°44'03"E	72.97'
C100	78.43'	325.00'	13°49'34"	N54°22'30"E	78.24'
C101	67.51'	325.00'	11°54'09"	N41°30'39"E	67.39'
C102	8.95'	50.00'	10°15'10"	S79°23'59"W	8.94'
C103	101.73'	50.00'	116°34'07"	N37°11'22"W	85.07'
C104	43.38'	375.00'	6°37'43"	N70°57'33"E	43.36'
C105	49.30'	375.00'	7°31'55"	N63°52'44"E	49.26'
C106	49.30'	375.00'	7°31'55"	N56°20'50"E	49.26'
C107	49.30'	375.00'	7°31'55"	N48°48'55"E	49.26'
C108	49.30'	375.00'	7°31'55"	N41°17'00"E	49.26'
C109	12.81'	375.00'	1°57'28"	N36°32'19"E	12.81'
C110	36.74'	350.00'	6°00'55"	N38°34'02"E	36.73'
C111	72.54'	350.00'	11°52'29"	N47°30'44"E	72.41'
C112	102.79'	347.09'	16°58'03"	N61°54'16"E	102.41'
C113	7.21'	78.04'	5°17'47"	S70°16'40"W	7.21'
C114	42.52'	325.98'	7°28'27"	N67°42'45"E	42.49'
C115	58.24'	326.07'	10°14'02"	N58°49'50"E	58.16'
C116	49.03'	325.79'	8°37'23"	N49°21'53"E	48.99'
C117	49.04'	327.47'	8°34'47"	N27°13'53"E	48.99'
C118	58.24'	326.54'	10°13'07"	N17°44'43"E	58.16'
C119	43.97'	60.00'	41°59'28"	S30°42'30"E	43.00'
C120	44.36'	60.00'	42°21'46"	S11°28'07"W	43.36'
C121	44.36'	60.00'	42°21'46"	S53°49'53"W	43.36'
C122	44.36'	60.00'	42°21'46"	N83°48'22"W	43.36'
C123	44.36'	60.00'	42°21'46"	N41°26'36"W	43.36'
C124	57.32'	60.00'	54°44'08"	N07°06'21"E	55.16'
C125	102.14'	275.00'	21°16'52"	S23°18'14"W	101.56'
C126	102.14'	275.00'	21°16'52"	S44°35'07"W	101.56'
C127	77.89'	275.00'	16°13'41"	S63°20'24"W	77.63'
C128	58.94'	400.00'	8°26'34"	S67°14'11"W	58.89'
C129	58.94'	400.00'	8°26'34"	S58°47'37"W	58.89'
C130	55.13'	400.00'	7°53'47"	S50°37'27"W	55.08'
C131	42.61'	750.00'	3°15'19"	S61°14'54"E	42.60'
C132	50.66'	750.00'	3°52'12"	S57°41'09"E	50.65'
C133	37.59'	750.00'	2°52'17"	S54°18'54"E	37.58'
C134	61.69'	700.00'	5°02'59"	S70°08'53"E	61.67'
C135	61.69'	700.00'	5°02'59"	S65°05'54"E	61.67'
C136	61.69'	700.00'	5°02'59"	S60°02'55"E	61.67'
C137	56.74'	700.00'	4°38'39"	S55°12'05"E	56.72'
C138	12.17'	700.00'	0°59'46"	S73°10'16"E	12.17'
C139	44.89'	495.00'	05°11'45"	N13°43'58"E	44.87'

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N16°19'51"E	51.87'
L2	S16°19'51"W	10.00'
L3	S03°45'39"W	31.13'
L4	S51°29'47"E	64.26'
L5	N79°58'16"E	40.00'
L6	N72°06'38"E	234.99'
L7	N44°35'06"E	57.24'
L8	N23°18'15"E	57.24'
L9	S16°19'51"W	52.00'
L10	N16°19'51"E	42.00'
L11	N16°19'51"E	42.00'
L12	N16°19'51"E	44.62'
L13	N16°19'51"E	55.53'
L14	N16°19'51"E	65.94'
L15	N21°05'39"W	65.00'
L16	S21°05'18"E	23.49'
L17	S66°15'20"E	35.11'
L18	S68°54'21"W	9.27'
L19	N73°40'09"W	10.59'
L20	N03°37'47"W	36.07'
L21	N03°37'47"W	50.40'
L22	N03°37'47"W	14.32'
L23	N05°15'50"E	9.81'
L24	N05°15'50"E	43.87'
L25	N05°15'50"E	40.59'
L26	N13°58'55"E	52.87'
L27	S73°40'09"E	51.70'
L28	S70°09'23"E	51.26'
L29	S65°05'42"E	51.12'
L30	S60°02'38"E	51.12'
L31	S55°00'31"E	61.12'
L32	S55°00'31"E	48.29'
L33	S66°35'31"W	55.99'
L34	N56°23'20"E	53.11'
L35	N27°59'02"E	53.66'
L36	S00°53'23"W	16.15'
L37	S21°05'11"E	35.08'
L38	S68°54'50"W	30.00'
L39	N21°05'11"W	68.27'
L40	N66°15'20"W	45.41'
L41	N23°44'40"E	25.40'
L42	N68°54'28"E	7.05'

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◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: MARCH 2019

Sheet No. 5 OF ____ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

PROPERTY DESCRIPTION

BEING 51.223 ACRES OF LAND LOCATED IN THE BARNEY C. LOW SURVEY, ABSTRACT 385, WILLIAMSON COUNTY, TEXAS AND BEING A POTION OF A 92.604 ACRE TRACT DESCRIBED IN A DEED TO AUSTIN LAND INVESTMENTS, LLC IN DOCUMENT NO. 2015007981 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SAID 51.223 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 4203.

COMMENCING at an iron rod with cap stamped "Baker Aikland" located on the southerly right of way line of County Road 111 (Westinghouse Road width varies) and in the east line of a called 11.058 acre tract described in a deed recorded in Document No. 2005014912 of said Official Public Records same being the northwest corner of said 92.604 acre tract and the northwest corner of the herein described tract;

THENCE, with said southerly right of way line N67°42'23"E, 293.42 POINT OF BEGINNING of the herein described tract;

THENCE, continuing with said southerly right of way line the following courses and distances:
1. N67°42'23"E, 84.00 feet to the beginning of a curve to the left;
2.With the arc of a curve to the left 13.66 feet having a radius of 5055.34 feet, a central angle of 00°09'17" and a chord bearing and distance of N68°00'40"E, 13.66 feet to a Mag Nail found;
3.Continuing with the arc of said curve to the left 34.18 feet having a radius of 5055.34 feet , a central angle of 00°23'15" and a chord bearing and distance of N67°21'32"E, 34.18 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a compound curve to the left;

THENCE, leaving said southerly right of way line and crossing said 92.604 acre tract the following courses and distances:
1. S21°41'17"E, 12.70 feet;
2. with a curve to the left, 30.94 feet, having a radius of 20.00 feet, a central angle of 88°38'12" and a chord bearing and distance of S23°13'27"W, 27.95 feet;
3. S21°05'39"E, 208.41 feet;
4. S14°38'38"E, 120.17 feet;
5. S21°05'38"E, 765.76 feet;
6. N68°48'43"E, 319.91 feet;
7. N21°11'17"W, 769.32 feet;
8.N68°54'21"E, 25.00 feet to the westerly line of a called 11.5029 acre tract described in a deed to DPS GEORGETOWN and recorded in Document No. 2017011892 of said Official Public Records same being the easterly line of said 92.604 acre tract;

THENCE, with the westerly line of said 11.5029 acre tract, same being the easterly line of said 92.604 acre tract, S21°11'17"E, 770.00 feet to a nail in a fence post at the southwest corner of said 11.5029 acre tract, being an interior ell corner of said 92.604 acre tract;

THENCE, with the southerly line of said 11.5029 acre tract, same being the northerly line of said 92.604 acre tract, N75°24'11"E, 723.77 feet;

THENCE, leaving the southerly line of said 11.5029 acre tract, and crossing said 92.604 acre tract the following courses and distances:
1. S20°11'24"E, 15.19 feet;
2. S69°56'49"W, 104.00 feet;
3. S75°24'11"W, 619.62 feet;
4. S16°19'51"W, 106.26 feet;
5. S73°40'09"E, 47.21 feet to the beginning of a non-tangent curve to the left;
6.with a curve to the left, 66.49 feet, having a radius of 50.00 feet, a central angle OF 106°11'35" and a chord bearing and distance of S23°29'58"W, 61.70 feet;
7. S75°24'11"W, 45.38 feet;
8. S16°19'51"W, 314.26 feet to the beginning of a non-tangent curve to the left;
9.with said curve to the left, 108.00 feet, having a radius of 275.29 feet, a central angle of 22°28'38" and a chord bearing and distance of S60°35'25"E, 107.31 feet to a point of compound curvature;
10.with said compound curve to the left, 24.04 feet, having a radius of 15.00 feet, a central angle OF 101°49'36" and a chord bearing and distance of N62°14'39"E, 21.55 feet;
11. N16°19'51"E, 51.87 feet;
12. S73°40'09"E, 170.00 feet;
13. S16°19'51"W, 10.00 feet;
14. S73°40'09"E, 460.00 feet;
15. N16°19'51"E, 53.49 feet;
16. S73°40'09"E, 133.38 feet;
17. S03°45'39"W, 31.13 feet;
18. S51°39'35"E, 64.14 feet;
19. N79°58'16"E, 40.00 feet;
20. N72°06'38"E, 33.45 feet;
21. N72°06'38"E, 45.11 feet;
22. N72°06'38"E, 32.42 feet;
23. N72°06'38"E, 44.74 feet;
24. N72°06'38"E, 17.27 feet;
25. N72°06'38"E, 62.00 feet;
26. N65°06'20"E, 55.85 feet;
27. N44°35'06"E, 57.24 feet;
28. N23°18'15"E, 57.24 feet;
29. S77°20'12"E, 120.00 feet;
30. S77°34'55"E, 50.02 feet;
31. S77°22'30"E, 204.61 feet to the westerly line of Lot 1, Block "1" Terra Vista Section 13B, a subdivision of record Document No. 2007091715 of said Official Public Records;

THENCE, with the easterly line of said 92.604 acre tract, same being the westerly line of said Lot 1, S20°11'24"E, 407.53 feet to a ½-inch iron rod found at the southeast corner of said 92.604 acre tract and being the most northerly northeast corner of the Gardens at Teravista a Condominium Regime of record in Document No. 2013001700 of said Official Public Records;

THENCE, with the southerly line of said 92.604 acre tract the following courses and distances:
1. S71°44'48"W, 330.37 feet to a ½-inch iron rod with cap stamped "CS LTD" for angle point;
2.S71°27'28"W, passing at 469.18 feet an iron rod with cap stamped "BURY PARTNERS" at the northwest corner of said Gardens at Teravista Condominiums, same being the northeast corner of Lot 17 Teravista Section 3B, a subdivision of record in Document No. 2007096009 of said Official Public Records, and continuing for a total distance of 593.40 feet to a ½-inch iron rod with cap stamped "CS LTD" for angle point;
3.S72°55'32"W, passing at 227.85 feet the common northerly corner of Lots 17 and 18 of said Section 3B and continuing for a total distance of 260.16 feet to a ½-inch iron rod with cap stamped "CS LTD" for angle point and;
4.S74°16'29"W, 1082.65 feet to the southwest corner of said 92.604 acre tract and being on the easterly line of a called 94.387 acre tract described in a deed to Horizontal Westinghouse Investors, LLC and recorded in Document No. 2015005809 of said Official Public Records, same being the northwest corner of said Lot 18, Teravista Section 3B ;

THENCE, with the westerly line of said 92.604 acre tract, same being the easterly line of said 94.387 acre tract the following two (2) courses and distances:
1. N21°54'30"W, 203.45 feet to an iron rod with cap stamped "CS LTD" for angle point and;
2.N21°05'32"W, passing the most easterly northeast corner of said 94.387 acre tract at 883.95 feet and continuing for a total distance OF 1004.04 feet to a ½-inch iron rod found for the southwest corner of said 11.058 acre tract;

THENCE, Leaving said 94.387 acre tract and continuing with the westerly line of said 92.604 acre tract and the south and easterly lines of said 11.058 acre tract the following two (2) courses and distances:
1. N68°53'29"E, 337.63 feet to a 3/8-inch iron rod found for the southeast corner of said 11.058 acre tract and;
2. N21°05'39"W, 1052.11 feet;

THENCE, leaving said westerly line and once again crossing said 92.604 acre tract,
1. S21°05'39"E, 50.00 feet;
2. S21°05'39"E, 770.00 feet;
3. N68°54'21"E, 277.27 feet;
4. N21°05'38"W, 765.92 feet;
5. N27°32'40"W, 120.17 feet;
6. N21°05'39"W, 206.61 feet to the beginning of a curve to the left;
7.with a curve to the left, 31.42 feet, having a radius of 20.00 feet, a central angle of 89°59'03" and a chord bearing and distance of N66°54'14"W, 28.29 feet;
8. N21°45'14"W, 11.88 feet to the POINT OF BEGINNING and containing 51.223 acres of land, more or less.

CITY OF GEORGETOWN GENERAL NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER:CITY OF GEORGETOWN, AND ELECTRIC: ONCOR ELECTRIC.

2. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.

3. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOOD PLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0485E EFFECTIVE DATE OF SEPTEMBER 26, 2008.

4. NO FLOODPLAIN DEVELOPMENT PERMITS WILL BE REQUIRED. THERE IS NO 100 YEAR FLOODPLAIN ON THIS TRACT.

5. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

6. PARKLAND DEDICATION REQUIREMENTS ARE BEING MET BY DEDICATION OF THE 5 ACRES CONTAINED WITHIN LOT 18, BLOCK B OF THIS REPLAT OF.

7. ANY HERITAGE TREE AS NOTED ON THIS PLAT IS SUBJECT, IN PERPETUITY, TO THE MAINTENANCE, CARE, PRUNING AND REMOVAL REQUIREMENTS OF THE CITY OF GEORGETOWN, AND APPROVED REMOVAL DOES NOT REQUIRE MODIFICATION OF THE PLAT.

8. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.

9. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN - TEXAS CENTRAL ZONE AND NAVD 88.

10. IMPERVIOUS COVERAGE PLAT NOTES:
a.) THE MAXIMUM IMPERVIOUS COVERAGE FOR RESIDENTIAL LOT IS ACCORDING TO THE FOLLOWING TABLE

BLOCK	LOT	Max Impervious Cover (ft^2)	BLOCK	LOT	Max Impervious Cover (ft^2)	BLOCK	LOT	Max Impervious Cover (ft^2)	BLOCK	LOT	Max Impervious Cover (ft^2)	BLOCK	LOT	Max Impervious Cover (ft^2)
A	2	3,800	D	1	3,516	E	1	2,800	F	1	4,212	G	2	3,410
A	3	3,348	D	2	2,750	E	2	3,060	F	2	3,516	G	3	3,347
A	4	3,800	D	3	2,811	E	3	3,040	F	3	2,808	G	4	3,670
A	5	3,800	D	4	3,010	E	4	2,800	F	4	3,516	G	5	3,940
			D	5	2,808	E	5	3,855	F	5	3,040	G	6	4,187
B	1	3,450	D	6	3,442	E	6	3,800	F	6	3,516	G	7	5,974
B	2	3,350	D	7	3,550	E	7	3,040	F	7	3,040	G	8	7,103
B	3	3,800	D	8	3,516	E	8	3,516	F	8	3,516	G	9	6,432
B	4	3,800	D	9	3,075	E	9	3,516	F	9	3,040	G	10	5,730
B	5	3,459	D	10	3,800	E	10	3,800	F	10	3,516	G	11	6,811
B	6	3,681	D	11	3,516	E	12	3,516	F	11	3,040	G	12	5,327
B	7	3,370	D	12	3,040	E	13	3,040	F	12	3,516	G	13	4,680
B	8	3,348	D	13	3,350	E	14	3,516	F	13	3,040	G	14	6,671
B	9	3,348	D	14	3,564	E	15	3,040	F	14	3,516	G	15	4,150
B	10	3,348	D	15	3,747	E	16	2,780	F	15	3,395	G	16	3,972
B	11	3,353	D	16	3,743	E	17	3,516	F	16	3,516			
B	12	5,047	D	17	3,662	E	18	3,040	F	17	3,174	I	1	31,920
B	13	3,460	D	18	2,800	E	19	3,516	F	18	3,040			
B	14	3,460	D	19	3,000	E	20	3,516	F	19	3,516	J	9	3,040
B	15	3,327	D	20	3,370	E	21	3,958	F	20	3,040	J	10	3,596
B	16	3,351	D	21	3,344	E	22	3,516	F	21	3,516			
			D	22	2,850	E	23	3,040				K	12	3,516
C	1	3,793				E	24	3,516				K	13	3,516
C	2	3,348				E	25	3,040						
C	3	3,348				E	26	3,300				L	16	4,358
C	4	3,348										L	17	4,358
C	5	3,348										L	18	3,984
C	6	3,569										L	19	3,358
C	7	3,853										L	20	3,378
C	8	4,259										L	21	3,790
C	9	3,905										L	22	4,292
C	10	3,611										L	23	5,351
C	11	3,348										L	24	3,516
C	12	3,289										L	25	3,040
												L	26	3,156

b.) THE MAXIMUN IMPERVIOUS COVER FOR LOT 1, BLOCK I (AMENITES CENTER) IS 48.7%.
c.) THE COMBINED ALLOWABLE IMPERVIOUS COVERAGE FOR LOT 1, BLOCK M;, LOT 1, BLOCK N; LOT 1, BLOCK O, AND LOT 1, BLOCK P SHALL NOT EXCEED 386,094 SQ.FT. (8.86 ACRES)

11. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY, OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND/OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.

12. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF GEORGETOWN AND/OR WILLIAMSON COUNTY, TEXAS. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUME ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.

13. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND / OR COUNTY.

14. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GEORGETOWN UDC.

15. A PORTION OF THIS SUBDIVISION LIES OVER STHE EDWARDS AQUIFER RECHARGE ZONE. WATER QUALITY BEST MANAGEMENT PRACTICES SHALL CONFORM TO 30 TAC CHAPTER 213 AND THE REQUIREMENTS OF THE CITY OF GEORGETOWN.

16. THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE CITY OF GEORGETOWN WATER CONSERVATION ORDINANCE.

17. THE SUBDIVISION SUBJECT TO THIS APPLICATION IS SUBJECT TO THE WATER QUALITY REGULATIONS OF THE CITY OF GEORGETOWN.

18. A GEOLOGIC ASSESSMENT, IN ACCORDANCE WITH THE CITY OF GEORGETOWN WATER QUALITY REGULATIONS, WAS COMPLETED ON JUNE 9, 2014. ANY SPRINGS AND STREAMS AS IDENTIFIED IN THE GEOLOGIC ASSESSMENT ARE SHOWN HEREIN.

19. THE EMERGENCY SERVICES ACCESS SHOWN ON LOT 6, BLOCK F, MUST BE CONSTRUCTED TO GEORGETOWN FIRE DEPARTMENT STANDARDS BEFORE CONSTRUCTION BEGINS ON THE 31ST LOT UNLESS ANOTHER CONNECTION ACCEPTABLE TO THE GEORGETOWN FIRE DEPARTMENT IS PROVIDED.

20. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.

21. ALL WATER QUALITY, SEDIMENTATION, FILTRATION, WATERQUALITY, DETENTION, AND/OR RETENTION BASINS, FEATURES, AND RELATED APPURTENANCES SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT, DRAINAGE LOT OR AS SHOWN ON SITE PLAN. THE OWNERS, HOA OR ITS ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION AND WATER QUALITY FACILITIES SHALL MAINTAIN AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION AND UPKEEP.

OWNER:
MERITAGE HOMES OF TEXAS, LLC
8920 BUSINESS PARK DRIVE , SUITE 350
AUSTIN, TEXAS 78759

TOTAL LENGTH OF STREETS:		7489 LF
SINGLE FAMILY LOTS	130	23.49 ACRES
LANDSCAPE LOTS:	2	0.19 ACRES
PARKLAND LOT:	1	5.00 ACRES
AMENITY LOT:	1	1.50 ACRES
DRAINAGE/UTILITIES LOT:	5	11.26 ACRES
PHASE 1 TOTAL ACREAGE		51.22 ACRES

PHASE 1 TOTAL LOTS: 139
PHASE 1 TOTAL BLOCKS: 11

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: MARCH 2019

Sheet No. 6 OF ___

FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, MATTHEW SCRIVENER, ON BEHALF OF MERITAGE HOMES OF TEXAS, LLC, OWNER OF THE CERTAIN 51.223-ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017061902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
SAVE AND EXCEPT, LOT 18, BLOCK B OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION, WHOSE MAILING ADDRESS IS P.O. BOX 409 GEORGETOWN, TEXAS 78627 FROM AUSTIN LAND INVESTMENTS, LLC IN DOCUMENT NO. 2017109959 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 1 & 6, BLOCK A; LOT 17, BLOCK B; LOT 13, BLOCK C; LOT 11, BLOCK E; LOT 1, BLOCK G; LOT 2, BLOCK I OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY DEED WITHOUT WARRANTY TO VISTA VERA MASTER RESIDENTIAL COMMUNITY, INC., TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 201806415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 3, BLOCK A; LOTS 10, & 11, BLOCK B; LOTS 2, 3, 11, & 12, BLOCK C; LOTS 14 & 15, BLOCK D; LOTS 13 & 14, BLOCK G; LOTS 21, & 22, BLOCK L OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED TO ASHTON AUSTIN RESIDENTIAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, WHOSE MAILING ADDRESS IS 10721 RESEARCH BLVD., SUITE B-210, AUSTIN, TEXAS 78759, FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2018066205 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 5, 6, 7, 8, 9, 12, 13, 14, 15, & 16, BLOCK B; LOTS 1, 4, 5, 6, 7, 8, 9, & 10, BLOCK C; LOTS 16, 17, & 21, BLOCK D; LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, & 16, BLOCK G; LOTS 16, 17, 18, 19, 20, & 23, BLOCK L OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED TO GG VISTA VERA, LP, A TEXAS LIMITED PARTNERSHIP, WHOSE MAILING ADDRESS IS 3751 VICTORIA PARK AVENUE, TORONTO, ONTARIO M1W3Z4, CANADA FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2018066120 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 3, BLOCK F OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JOSHUA AKERS AND DENA AKERS, WHOSE MAILING ADDRESS IS 108 WINDOM WAY GEORGETOWN, TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2019000616 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 18, BLOCK D OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO MATTHEW M. COFFIN, WHOSE MAILING ADDRESS IS 4317 PROMONTORY POINT TRAIL GEORGETOWN, TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2019006910 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 1, BLOCK F OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO CHRISTOPHER GRAHAM AND MAYRA GRAHAM, WHOSE MAILING ADDRESS IS 100 WINDOM WAY GEORGETOWN, TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2019015219 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 6, BLOCK D OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JACOB GAMBLE HEATHERLY AND LESLIE MADISON HEATHERLY, WHOSE MAILING ADDRESS IS 220 BIRKSHIRE DRIVE GEORGETOWN, TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2019010598 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
SAVE AND EXCEPT, LOT 15, BLOCK F OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO DREW MARDER AND LILLIAN MARDER, WHOSE MAILING ADDRESS IS 312 WINDOM WAY GEORGETOWN, TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2019010598 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 4, BLOCK D OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY CASH SPECIAL WARRANTY DEED TO JAGANNATH N. RAGHU AND KANCHANA RAGHU, TRUSTEES OF THE RAGHU FAMILY REVOCABLE TRUST, WHOSE MAILING ADDRESS IS 212 BIRKSHIRE DRIVE GEORGETOWN, TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2018086545 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT, LOT 3, BLOCK D OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO SCOTT SCHEIBE AND BETTINA SCHEIBE, WHOSE MAILING ADDRESS IS 802 BIRKSHIRE DRIVE GEORGETOWN, TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2018103462 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS ON THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____2019.

_____
MATTHEW SCRIVENER, VICE PRESIDENT OF LAND DEVELOPMENT
MERITAGE HOMES OF TEXAS, LLC
8920 BUSINESS PARK DRIVE, SUITE 350
AUSTIN, TX 78759

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW SCRIVENER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2019

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:_____

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: MARCH 2019

Sheet No. 7 OF ____ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

WE, THE CITY OF GEORGETOWN, SOLE OWNER OF THE CERTAIN 5.0 ACRE TRACT OF LAND KNOWN AS LOT 18, BLOCK D, SITUATED IN THE VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION, WHOSE MAILING ADDRESS IS P.O. BOX 409 GEORGETOWN, TEXAS 78627 FROM AUSTIN LAND INVESTMENTS, LLC IN DOCUMENT NO. 2017109959 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
DALE ROSS, MAYOR
CITY OF GEORGETOWN
P.O. BOX 409 GEORGETOWN, TX 78627

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DALE ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, MATTHEW SCRIVENER, ON BEHALF OF VISTA VERA MASTER RESIDENTIAL COMMUNITY, INC., SOLE OWNER OF LOT 1 & 6, BLOCK A; LOT 17, BLOCK B; LOT 13, BLOCK C; LOT 11, BLOCK E; LOT 1, BLOCK G; LOT 2, BLOCK I OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY DEED WITHOUT WARRANTY TO VISTA VERA MASTER RESIDENTIAL COMMUNITY, INC., TEXAS 78626 FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2018086415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS ON THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
MATTHEW SCRIVENER, DIRECTOR
VISTA VERA MASTER RESIDENTIAL COMMUNITY, INC.
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TX 78701

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW SCRIVENER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ ,2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, KEITH PEARSON, ON BEHALF OF ASHTON AUSTIN RESIDENTIAL, LLC, SOLE OWNER OF LOT 3, BLOCK A; LOTS 10, & 11, BLOCK B; LOTS 2, 3, 11, & 12, BLOCK C; LOTS 14 & 15, BLOCK D; LOTS 13 & 14, BLOCK G; LOTS 21, & 22, BLOCK L OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED TO ASHTON AUSTIN RESIDENTIAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, WHOSE MAILING ADDRESS IS 10721 RESEARCH BLVD., SUITE B-210, AUSTIN, TEXAS 78759, FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2018066205 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THEE ARE NO LIEN HOLDERS ON THOSE CERTAIN TRAACTS OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
KEITH PEARSON, VICE PRESIDENT OF LAND
ASHTON AUSTIN RESIDENTIAL, LLC
10721 RESEARCH BLVD., SUITE B-210
AUSTIN, TX 78759

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KEITH PEARSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, SEYMOUR JOFFE, ON BEHALF OF GG VISTA VERA, LP, SOLE OWNER OF LOT 5, 6, 7, 8, 9, 12, 13, 14, 15, & 16, BLOCK B; LOTS 1, 4, 5, 6, 7, 8, 9, & 10, BLOCK C; LOTS 16, 17, & 21, BLOCK D; LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, & 16, BLOCK G; LOTS 16, 17, 18, 19, 20, & 23, BLOCK L OF SAID VISTA POINTE SUBDIVISION PHASE ONE, A SUBDIVISION IN WILLIAMSON COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017112731, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BY SPECIAL WARRANTY DEED TO GG VISTA VERA, LP, A TEXAS LIMITED PARTNERSHIP, WHOSE MAILING ADDRESS IS 3751 VICTORIA PARK AVENUE, TORONTO, ONTARIO M1W3Z4, CANADA FROM MERITAGE HOMES OF TEXAS, LLC IN DOCUMENT NO. 2018066120 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS ON THOSE CERTAIN TRTACTS OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
SEYMOUR JOFFE, PRESIDENT
GG VISTA VERA, LP
3751 VICTORIA PARK AVENUE
TORONTO, ONTARIO M1W3Z4 CANADA

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SEYMOUR JOFFE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, JOSHUA AKERS, CO-OWNER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 3, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019000616 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
JOSHUA AKERS, 108 WINDOM WAY, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JOSHUA AKERS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, DENA ANN AKERS, CO-OWNER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 3, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019000616 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
DENA ANN AKERS, 108 WINDOM WAY, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DENA ANN AKERS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, _____, LIEN HOLDER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 3, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019000616 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
NAME:

ADDRESS:

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

Date: MARCH 2019

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Sheet No. 8 OF ___ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, MATTHEW M. COFFIN, SOLE OWNER OF THE CERTAIN 0.171-ACRE TRACT OF LAND KNOWN AS LOT 18, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019006910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
MATTHEW M. COFFIN,
4317 PROMONTORY POINT TRAIL GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW M. COFFIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, _____, LIEN HOLDER OF THE CERTAIN 0.171-ACRE TRACT OF LAND KNOWN AS LOT 18, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019006910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
NAME:

ADDRESS:

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, 2019

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, CHRISTOPHER GRAHAM, CO-OWNER OF THE CERTAIN 0.215-ACRE TRACT OF LAND KNOWN AS LOT 1, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019015219 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
CHRISTOPHER GRAHAM, 100 WINDOM WAY, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHRISTOPHER GRAHAM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, MAYRA GRAHAM, CO-OWNER OF THE CERTAIN 0.215-ACRE TRACT OF LAND KNOWN AS LOT 1, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019015219 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
MAYRA GRAHAM, 100 WINDOM WAY, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MAYRA GRAHAM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, _____, LIEN HOLDER OF THE CERTAIN 0.215-ACRE TRACT OF LAND KNOWN AS LOT 1, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019015219 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
NAME:

ADDRESS:

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, JACOB GAMBLE HEATHERLY, CO-OWNER OF THE CERTAIN 0.176-ACRE TRACT OF LAND KNOWN AS LOT 6, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019010598 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
JACOB GAMBLE HEATHERLY, 220 BIRKSHIRE DRIVE, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JACOB GAMBLE HEATHERLY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, LESLIE MADISON HEATHERLY, CO-OWNER OF THE CERTAIN 0.176-ACRE TRACT OF LAND KNOWN AS LOT 6, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019010598 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
LESLIE MADISON HEATHERLY, 220 BIRKSHIRE DRIVE, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LESLIE MADISON HEATHERLY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, _____, LIEN HOLDER OF THE CERTAIN 0.176-ACRE TRACT OF LAND KNOWN AS LOT 6, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019010598 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
NAME:

ADDRESS:

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

Date: MARCH 2019

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Sheet No. 9 OF ____ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, DREW MARDER, CO-OWNER OF THE CERTAIN 0.173-ACRE TRACT OF LAND KNOWN AS LOT 15, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019019277 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
DREW MARDER, 312 WINDOM WAY, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DREW MARDER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, LILLIAN MARDER, CO-OWNER OF THE CERTAIN 0.173-ACRE TRACT OF LAND KNOWN AS LOT 15, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019019277 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
LILLIAN MARDER, 312 WINDOM WAY, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LILLIAN MARDER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, _____, LIEN HOLDER OF THE CERTAIN 0.173-ACRE TRACT OF LAND KNOWN AS LOT 15, BLOCK F, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019019277 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
NAME:

ADDRESS:

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, JAGANNATH N. RAGHU, CO-OWNER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 4, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018086545 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
JAGANNATH N. RAGHU, 212 BIRKSHIRE DRIVE GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JAGANNATH N. RAGHU, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, KANCHANA RAGHU, CO-OWNER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 4, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018086545 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
KANCHANA RAGHU, 212 BIRKSHIRE DRIVE GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KANCHANA RAGHU, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, SCOTT SCHEIBE, CO-OWNER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 3, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018103462 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
SCOTT SCHEIBE, 802 BIRKSHIRE DRIVE, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SCOTT SCHEIBE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, BETTINA SCHEIBE, CO-OWNER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 3, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018103462 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS- OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
BETTINA SCHEIBE, 802 BIRKSHIRE DRIVE, GEORGETOWN, TX 78626

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED BETTINA SCHEIBE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, _____, LIEN HOLDER OF THE CERTAIN 0.143-ACRE TRACT OF LAND KNOWN AS LOT 3, BLOCK D, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018103462 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2019.

_____
NAME:

ADDRESS:

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: MARCH 2019

Sheet No. 10 OF ____ FILE

VACATION AND RESUBDIVISION ESTABLISHING
REPLAT OF VISTA POINTE SUBDIVISION PHASE ONE
51.223 ACRES
LOCATED IN THE BARNEY C LOW SURVEY A-385
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON {

I, THOMAS J. GROLL, P.E., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS PARTIALLY WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND PARTIALLY WITHIN THE EDWARDS AQUIFER TRANSITION ZONE, AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491CO485E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS, TEXAS, THIS _____ DAY OF _____ , 2019.

_____
THOMAS J. GROLL, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 90976
STATE OF TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, PAUL C. SAUVE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS, TEXAS, THIS _____ DAY OF _____ , 2019.

PRELIMINARY – THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT UNTIL SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR.

_____
PAUL C. SAUVE, JR.
REGISTERED PROFESSIONAL SURVEYOR NO. 2518
STATE OF TEXAS

CITY FLOODPLAIN COORDINATOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 15.44, FLOOD DAMAGE PREVENTION, OF THE GEORGETOWN MUNICIPAL CODE. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CITY OF GEORGETOWN DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC OR INDEPENDENT VERIFI CATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

_____
DAVE HALL, FLOODPLAIN COORDINATOR DATE
CITY OF GEORGETOWN

CITY OF GEORGETOWN CERTIFICATIONS

I, SOFIA NELSON, PLANNING DIRECTOR OF THE CITY OF GEORGETOWN, TEXAS, DO HEREBY CERTIFY THIS PLAT IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
SOFIA NELSON, PLANNING DIRECTOR DATE

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20___, A.D., AT _____ O'CLOCK ___. M. AND DULY RECORDED ON THE _____ DAY OF _____ 20___, A.D., AT _____ O'CLOCK ___. M. AS DOCUMENT NO. _____ IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

_____, CLERK
COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

TOM GROLL ENGINEERING
◊ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ◊ TBPE FIRM # F-9799 ◊
◊ WWW.TG-ENG.COM ◊

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
PH: 512-573-6730
FIRM REGISTRATION NO. 10173100

Date: MARCH 2019

Sheet No. 11 OF ____ FILE

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Consideration and possible action to authorize the **declaration** of a **public utility easement** across a tract of land located in the W. Addition Survey, Abstract No. 21, Williamson County, Texas, being a portion of Lot 1, Block 1, Fire Station No. 7 Subdivision, and to authorize the Mayor to execute all documents necessary to issue the declaration -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

The City is currently constructing Fire Station No. 7 on 6.041 acres along State Highway 29 (University Avenue), approximately 1,000 feet west of Northeast Inner Loop. The new station will provide necessary emergency services to much of east Georgetown.

Oncor Electric Delivery Company ("Oncor") possesses an electrical easement that bisects the Fire Station No. 7 property and must be released in order to proceed with construction. Oncor has agreed to release its electrical easement if the City grants Oncor a new easement or declares a portion of the property a Public Utility Easement for the City and its franchisees to utilize.

City staff has determined that a 15-foot public utility easement along the eastern boundary of the Fire Station No. 7 property will benefit the project, adjacent properties, and the public at large. The attached Declaration of Public Utility Easement will restrict the eastern 15 feet of the property to such a use.

Staff recommends approval of this item.

FINANCIAL IMPACT:

$550. The City has obtained a legal description of the proposed easement area ($500) and will pay the cost to record the Declaration in the Official Public Records of Williamson County.

SUBMITTED BY:

Jim Kachlemeyer, Real Estate Services Coordinator

ATTACHMENTS:

Resolution
Aerial Image

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN DECLARING A PUBLIC UTILITY EASEMENT ACROSS A PORTION OF LOT 1, BLOCK 1, OF THE FIRE STATION NO. 7 SUBDIVISION IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

WHEREAS, the City of Georgetown (the "City") is the current owner of Lot 1, Block 1, FIRE STATION NO. 7 SUBDIVISION, in the City of Georgetown, Williamson County, Texas, a map of which is recorded in Document No. 2018100941 in the Official Public Records of Williamson County, Texas, said Lot 1 being conveyed to the City of Georgetown by Special Warranty Deeds of record in Document Nos. 2018050038 and 2018050039, said Official Public Records (the "Property"); and

WHEREAS, the City is constructing a fire station on the Property to provide emergency services to east Georgetown (the "Project") and the Project requires the relocation of certain public utilities into a new public utility easement to serve the Property and the surrounding area; and

WHEREAS, upon considering the benefit conferred upon the Property and to the general public by the declaration of a Public Utility Easement across a portion of the Property as described and depicted in **Exhibit "A"** attached hereto, the City Council now finds that a public need for a Public Utility Easement exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that the adoption of this resolution is not inconsistent or in conflict with any of the City's 2030 Comprehensive Plan policies.

SECTION 2. The Mayor is hereby authorized to execute a Declaration of Public Utility Easement in substantially the same form attached hereto as **Exhibit "B"** and any other document(s) necessary to complete the declaration of the public utility easement described herein, and the City Secretary is hereby authorized to attest thereto on behalf of the City of Georgetown.

SECTION 3. This resolution shall be effective immediately upon adoption.

RESOLVED this_____day of_____, 2019.

CITY OF GEORGETOWN ATTEST:

By: _____ _____
Dale Ross, Mayor Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

EXHIBIT A

Proj No. 22564
April 10, 2019

Easement
Lot 1, Block1,
Fire Station No. 7 Subdivision
W. Addison Survey, A-21
Williamson County, Texas

15 FOOT WIDE EASEMENT

BEING A FIFTEEN (15) FOOT WIDE TRACT OF LAND LOCATED IN THE W. ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING FIFTEEN (15) FOOT PARALLEL AND ADJACENT TO THE EAST BOUNDARY LINE OF LOT 1, BLOCK 1, FIRE STATION NO. 7 SUBDIVISION, A MAP OF WHICH IS RECORDED IN DOCUMENT NO. 2018100941, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO THE CITY OF GEORGETOWN BY SPECIAL WARRANTY DEEDS OF RECORD IN DOCUMENT NOS. 2018050038 AND 2018050039, SAID OFFICIAL PUBLIC RECORDS.

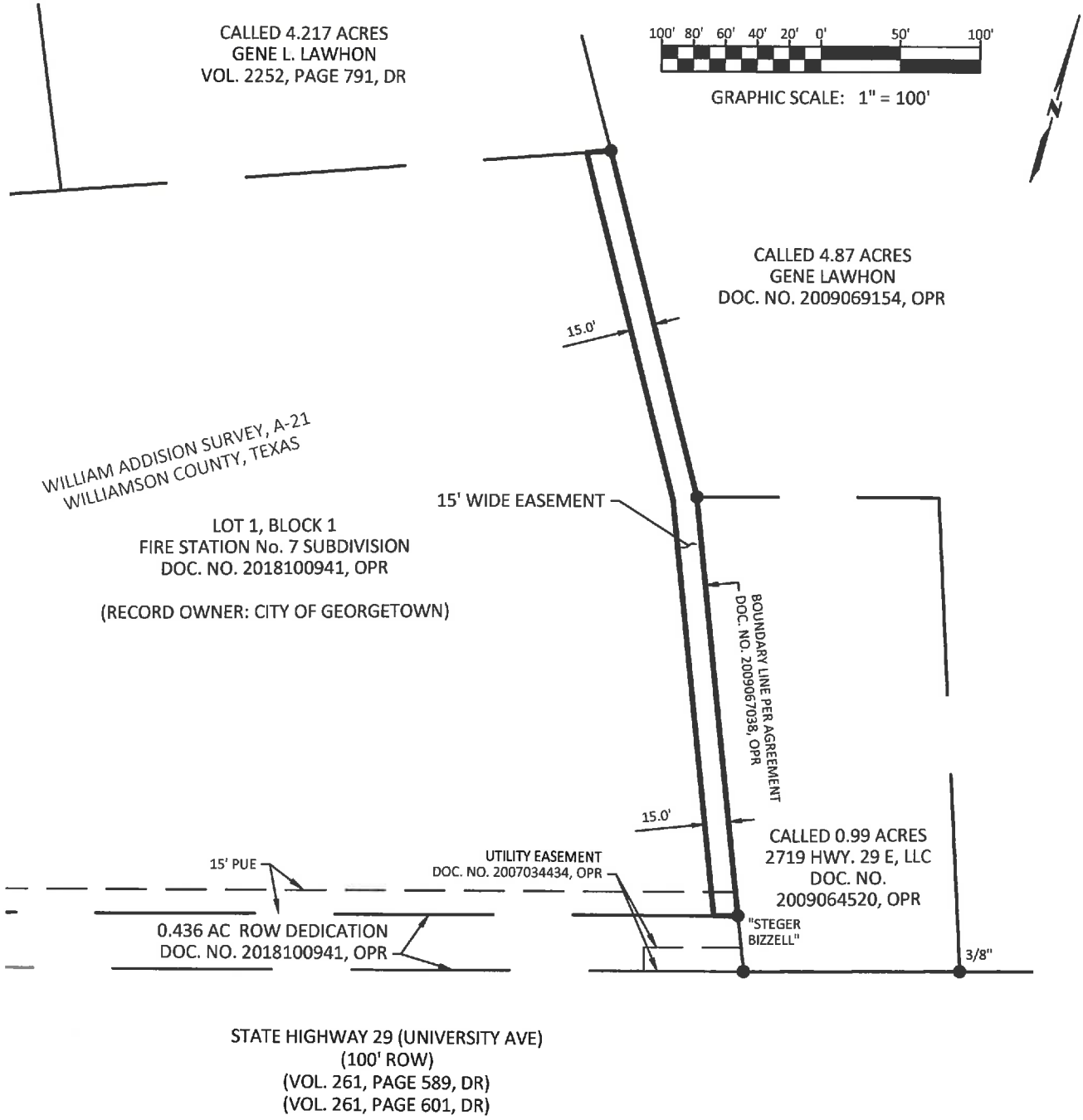
Steger & Bizzell Engineering Inc.

04/10/2019



Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22564-Robinson(Fire Station 7)\Survey Data\Descriptions\22564-esmnt -pue.docx



LEGEND

●	IRON ROD FOUND (1/2" OR AS NOTED)
PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT-OF-WAY
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

15' WIDE EASEMENT OUT OF LOT 1, BLOCK 1 FIRE STATION No. 7 SUBDIVISION RECORDED IN DOC. NO. 2018100941, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No. 10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 04/11/2019 JOB NO. 22564

J:\22000-22999\22564-Robinson(Fire Station 7)\Survey Data\CAD\22564-Pue-Fire Station No.7.dwg, Layout1, 4/11/2019 08:05:46

EXHIBIT B

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.

DECLARATION OF PUBLIC UTILITY EASEMENT

Date:	_____, 2019
Declarant:	**CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipal corporation situated in Williamson County, Texas
Declarant's Address:	P.O. Box 409 Georgetown, Williamson County, Texas 78627
City:	**CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipal corporation situated in Williamson County, Texas
City's Address:	P.O. Box 409 Georgetown, Williamson County, Texas 78627
Owner (whether one or more):	Any and all future owner or owners of the fee interest or any portion of the Use Tract (whether such fee interest is obtained through a purchase, transfer, foreclosure sale, trustee's sale, or a deed in lieu of foreclosure) and their successors and assigns.
Use Tract:	All that parcel of land situated in Williamson County, Texas, described in the attached Exhibit A.
Duration:	Perpetual
Use Purpose:	To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities.

Facilities: Electric distribution and transmission lines, gas lines, raw, reclaimed, and potable water lines, wastewater lines, drainage channels, drainage conveyance structures, telecommunications lines, cable lines, and other public utilities with all associated appurtenances.

Permitted Encumbrances: Any easements, liens, encumbrances, and. other matters not subordinated to the Use Tract and of record in the Real Property Records of the Texas county in which Use Tract is located that are valid, existing, and affect the Use Tract as of the Date.

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Use Tract, including the installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of no other improvement of any kind that: (i) is in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code or any successor code in effect at the time the improvement is erected, or (ii) unless reviewed and approved in writing by the City, makes changes in grade, elevation, or contour of the land in the Use Tract which would impair City's access to the Facilities as determined by the City in its sole discretion

Declarant **DECLARES AND ACKNOWLEDGES** by this instrument (the "**Declaration**") the location of an exclusive public utility easement in, over, under, on, and across the Use Tract for the Use Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Use Tract for use of the Use Tract for the Use Purpose, (ii) the right to eliminate any encroachments in the Use Tract that interfere in any material way or are inconsistent with the rights granted the City under this Declaration for the Use Purpose as determined by the City in its reasonable discretion, including without limitation the City's right to cut and trim trees and shrubbery and to remove any other obstructions as necessary to keep the obstructions clear of the Facilities, and (iii) any and all rights and appurtenances pertaining to use of the Use Tract.

This Declaration is made by the Declarant as the underlying fee interest owner of Use Tract on the Date and as DEDICATED, RESERVED, AND RESTRICTED by this Declaration is for the Use Duration and Use Purpose binding the current and future use of the Use Tract, made for the benefit of the public, to run with the land, and binding all Owners of any interest in the Use Tract.

This Declaration is not a grant to the City by the Declarant that would otherwise constitute a merger of title with any rights, interests, restrictions or encumbrances held by the City which will continue to be held by the City following the Date. Prior to transfer of the Use Tract by the City, this Declaration may be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Public Records of Williamson County, Texas, executed and acknowledged.

Except where the context otherwise requires, *Declarant* includes *Declarant's employees, agents, consultants, contractors, successors, and assigns;* and where the context requires, singular nouns and pronouns include the plural.

--- The remainder of this page is intentionally blank --

Executed effective the Date first above stated.

CITY OF GEORGETOWN

BY:_____
_____, Mayor

ATTEST:

_____
_____, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally _____, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of _____, 20____.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, City Attorney

AFTER RECORDING, RETURN TO:
City of Georgetown
Attn: Real Estate Services Coordinator
P.O. Box 409
Georgetown, Texas 78627

[EXHIBIT “A” to Declaration of PUE]

Exhibit “A” to the Declaration of Public Utility Easement is heretofore attached as Exhibit “A” to the foregoing Resolution and will be attached accordingly to the original Declaration of Public Utility Easement prior to execution and recordation.


Find address or place
15-ft PUE Dedicated
E UNIVERSITY AVE
WILBARGER PT
2709
2713
2703
2711
2701
2705
2631
2719
200ft
-97.643 30.640 Degrees

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Consideration and possible action to appoint **Virginia Hahn** as **Chair** of the **Commission on Aging** -- Mayor Dale Ross

ITEM SUMMARY:

FINANCIAL IMPACT:
NA

SUBMITTED BY:

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Consideration and possible action to appoint **Terri Michelle** as **member** of the **Commission on Aging** -- Mayor Dale Ross

ITEM SUMMARY:

FINANCIAL IMPACT:
NA

SUBMITTED BY:

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Consideration and possible action to approve an **interlocal agreement** between the City of Georgetown and the **City of Round Rock** for the **purchase** of **Household Hazardous Waste vouchers** -- Octavio Garza, PE, Public Works Director

ITEM SUMMARY:
The City of Georgetown's former Household Hazardous Waste contractor is unable to continue collecting household material from residents due to going out of business in December 2018. The inter-local agreement will enable Georgetown residents to participate in the City of Round Rock's collection program. The inter-local agreement has been reviewed and approved by the legal staff of both cities.
City off Georgetown residents will be able to obtain vouchers for disposal of household hazardous waste from the Georgetown Municipal Complex and redeem the vouchers at the City of Round Rock disposal facility located at 310 Deep Wood Dr in Round Rock, Texas. The Inter-local Agreement is a stop-gap measure until a longer term, sustainable solution is developed.
Funds to purchase vouchers are already in the FY19 approved budget.

FINANCIAL IMPACT:
Funds already approved in FY19 budget.

SUBMITTED BY:
Octavio Garza, PE, Public Works Director

ATTACHMENTS:

Inter-Local Agreement

INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE CITY OF ROUND ROCK'S HOUSEHOLD HAZARDOUS WASTE PROGRAM

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, a home-rule municipal corporation located in Williamson and Travis Counties, Texas, hereinafter called the **"City"** and City of Georgetown a home-rule municipal corporation located in Williamson County, hereinafter called the **"Participating Entity"** and hereinafter collectively referred to as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 791.003(4) of the Texas Government Code and Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 791.011(c)(1) of the Texas Local Government Code authorizes a local government to enter into an agreement with another local government to provide a governmental function or service; and,

WHEREAS, waste disposal is defined as a "governmental function and service" pursuant to Section 791.003(3)(H); and,

WHEREAS, the Participating Entity seeks to encourage residents to efficiently dispose of household hazardous waste, hereinafter called "HHW;" and,

WHEREAS, the City currently provides an HHW Collection Program for residents of the City, including monthly scheduled collection events; and,

WHEREAS, the City and the Participating Entity desire to enter into this Agreement whereby the City will provide HHW disposal services for the Participating Entity as described herein; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases in this Agreement shall have the following meaning:

A. **Household Hazardous Waste (HHW)** means any solid waste generated in a household by a consumer which except for the exclusion provided for and in 40 CFR 261.4(b)(1) would be classified as a hazardous waste under 40 CFR part 261.

B. **Residential Quantity** means no more than the equivalent of twenty-five (25) gallons and/or fifty (50) pounds of household hazardous materials and no container over five (5) gallons in size.

ARTICLE II
PURPOSE

The purpose of this Agreement is for the City to provide HHW disposal services to residents of the Participating Entity as set forth herein.

ARTICLE III
TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall expire December 31, 2019, unless extended by mutual consent of the Parties.

ARTICLE IV
SERVICES

A. The City currently administers HHW collection events for residents of the City. The City agrees to issue up to fifty (50) vouchers per month to the Participating Entity for presentation at a City HHW collection event. Upon presentation of a valid voucher at a City HHW collection event, the City shall dispose of the resident's HHW, provided the requirements set forth below are met.

B. A voucher shall entitle one household to dispose Residential Quantity of HHW. The City has the right to refuse any material that is not HHW or is more than Residential Quantity.

C. The City has the right to refuse any HHW that is presented by a resident of the Participating Entity that does not have a valid voucher. Vouchers expire on December 31st each year. Expired vouchers are not redeemable.

D. The Participating Entity is responsible for distribution of the vouchers to the residents of the Participating Entity in such manner as the Participating Entity determines appropriate. The City shall not provide vouchers to individual residents of the Participating Entity and is not responsible for determining if a resident is entitled to possession of a voucher.

E. The Participating Entity is responsible for requesting vouchers from the City. The Participating Entity shall be issued requested vouchers upon payment to the City in the amount of $40 per voucher. The Participating Entity shall make its payments from current revenues available to it.

F. The City reserves the right to cancel scheduled collection events due to inclement weather or any other reasons the City determines necessary.

G. The City agrees to employ and retain personnel to provide the services necessary to administer the HHW collection events and agrees to maintain a valid contract with an appropriate facility responsible for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of HHW.

ARTICLE V
DESIGNATED REPRESENTATIVE

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

Michael D. Thane, P.E.
City of Round Rock
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664
Telephone: (512) 218-3236
mthane@roundrocktexas.gov

ARTICLE VI
TERMINATION

Either Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party.

ARTICLE VII
INDEMNIFICATION

To the extent allowed by law, the Participating Entity shall defend, indemnify, and hold the 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 the Participating Entity, or Participating Entity's successors, assigns, officers, employees and elected officials, in the negligent performance of the Participating Entity'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 the City or the Participating Entity (including but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

Participating Entity:

David Morgan, City Manager
City of Georgetown
P.O. Box 409, 808 Martin Luther King Jr. St
Georgetown, TX 78626

AND TO:

Charlie McNabb, City Attorney
P.O. Box 409, 406 W 8th Street
Georgetown, TX 78626

City:

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

AND TO:

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

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas. All obligations hereunder are performable in Williamson County, Texas and venue for any action concerning this Agreement shall be in Williamson County, Texas.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[Signatures on the following page.]

EXECUTED on this the _____ day of the month of_____, 2019.

CITY OF ROUND ROCK, TEXAS

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

ATTEST:

By: _____
Sara White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan Sheets, City Attorney

CITY OF GEORGETOWN, TEXAS

By: _____
Name: Dale Ross
Title: Mayor, City of Georgetown
Date Signed: _____

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):
Consideration and possible action to approve a **Resolution amending** the **bylaws** of the corporation, clarifying the roles of the General Manager and Finance Manager and authorizing those individuals to delegate duties and responsibilities -- Leigh Wallace, Finance Director, COG, Finance Manager, GTEC

ITEM SUMMARY:

The purpose of this item is to amend the bylaws of GTEC so that the General Manager (City Manager) and Finance Manager (Finance Director) may apply financial procedures and internal controls consistent with other operations of the City. These controls continue to follow industry standards, state law and are reviewed by the City's external auditor.

The current language of the bylaws restricts the General Manager and Finance Manager from delegating duties. This means both positions are manually receipting invoices for GTEC's major capital projects and right of way acquisition before payment is authorized, in addition to project managers, Director, and Assistant City Manager. In future, the approvals will be consistent with the City's policy and procedures on approving invoices. Engineering Department staff, Director and Assistant City Manager will receipt for the invoices based on amount. These changes to the bylaws will allow for streamlined processing of payments now, as well as in the new financial software currently being implemented by the City.

City of Georgetown Invoice Approval Limits:

Approval Level	Requisition/Invoice Limits	Signature Authority
I	$3,000 Maximum	Departmental Staff
II	$10,000 Maximum	Supervisors/Executive Assistants
III	$25,000 Maximum	Managers
IV	$50,000 Maximum	Directors or Assistant Directors
V	Unlimited	City Manager or Assistant City Manager

Amendments to the bylaws are subject to City Council approval.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Leigh Wallace, Finance Director, COG, Finance Manager, GTEC

ATTACHMENTS:

Bylaws_Redline
Exhibit A
Resolution_GTEC

BYLAWS
OF
GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION

ARTICLES I. OFFICES

Section 1.01 LOCATION, REGISTERED OFFICE AND REGISTERED AGENT

The registered office and mailing address of the Georgetown Transportation Enhancement Corporation (the "Corporation") is located at 113 East 8th Street, Georgetown, Texas 78626. Such address shall also serve as the principal office of the Corporation and board of directors (the "board").

The Registered Agent for the Corporation shall be the City Manager, provided that the board from time to time, may change the registered agent and/or the address of the registered office, in accordance with state law and subject to City Council approval, provided that such change is appropriately reflected in these bylaws and in the Articles of Incorporation (the "Articles").

ARTICLES II. DIRECTORS

Section 2.01 NUMBER, APPOINTMENT, AND TERM OF OFFICE

The business affairs of the Corporation shall be managed by a board of seven directors. Directors shall be residents in the City Limits and appointed by the Council of the City, and at least three directors must not be employees, officers, or members of the City Council. At least one of the directors shall be a City Council member. Each member of the board shall serve at the pleasure of the City Council for staggered terms of two years except as provided in the following sentences. To establish staggering of terms, initial directors appointed as a result of these amended and restated bylaws shall draw by lot to determine the initial terms of such directors with three initial directors serving terms until the last day of February 2002 and four initial directors serving until the last day of February 2003. Any Council member serving as a director shall serve a term of two years or until the expiration of their Council term whichever is earlier. Notwithstanding any provisions herein to the contrary, a director shall hold office until his/her successor shall have been appointed and qualified. If qualified, a director completing a term may be reappointed at the discretion of the City Council. Each director shall be a resident of the City and is entitled to one vote upon the business of the Corporation. Any director may be removed from office by the City Council at will.

Section 2.02 VACANCIES

In case of a vacancy on the board, the City Council shall appoint a successor to serve the remainder of the unexpired term. Any director or officer may at any time resign. Resignations shall be made in writing and shall take effect at the time specified in the resignation, or, if no time be specified, at the time of its receipt by the president or the secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 2.03 REGULAR MEETING; PLACE OF MEETING

The board shall meet on a regular basis, at a specified time, day, and location as approved annually by the board. All meetings shall be called and held in accordance with the Texas Open Meetings Act, Chapter 551, Government Code, as amended. The president of the board may cancel the meeting if there is no business to be conducted.

Section 2.04 SPECIAL MEETING

Special meetings of the board shall be held whenever called by the president, General Manager, or upon written request to the secretary by two directors.

Section 2.05 NOTICE OF MEETINGS

The secretary shall cause notice of the time and place of holding each meeting of the board to be given to each director. The notice may be in writing, in person, or in person by telephone. Notice of each meeting shall also be given to the public in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

Section 2.06 QUORUM

A majority of the membership of the board, including vacancies, shall constitute a quorum for the transaction of business.

Section 2.07 ATTENDANCE

Board members are required to attend 75% of regularly scheduled Board meetings. Excessive absenteeism will be subject to action under Council policy.

Section 2.08 ORDER OF BUSINESS

The order of business shall be determined by the board.

Section 2.09 PRESIDING OFFICER

At all meetings of the board, the president, or in the president's absence, the vice president, or in the absence of both of these officers, a member of the board selected by the directors present, shall preside. The secretary of the Corporation shall sit as secretary at all meetings of the board, and in case of the secretary's absence, the presiding officer shall designate any person to act as secretary.

Section 2.10 MANAGEMENT

The property and business of the Corporation shall be managed by the board which may exercise all powers of the Corporation.

Section 2.11 PURPOSE AND POWERS

The Corporation is incorporated as a non-profit corporation for the purposes set forth in the amended Articles acting on behalf of the City of Georgetown, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B Tex. Rev. Civ. Stat., Ann., as amended, (the "Act"), and other applicable laws, to pay the costs of streets, roads, drainage and other related transportation system improvements, including the payment of maintenance and operating expenses associated with such authorized projects in accordance with Section 4B of the Act. The Corporation shall be a non-profit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States prescribed and promulgated thereunder. It shall not be the purpose of this Corporation to engage in carrying on propaganda or otherwise attempting to influence legislation. In addition to the powers conferred by these bylaws, the board may exercise all powers of the Corporation and do all lawful acts and things that are not prohibited by statute, or the election held on May 5, 2001, or these bylaws including, but not limited to the following powers:

(1) to purchase, or otherwise acquire for the Corporation, any property, rights, or privileges which the Corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as they determine to be appropriate, and at their discretion to pay therefor either wholly or partly in money, notes, bonds, debentures, or other securities or contracts of the Corporation as may be lawful;

(2) to create, make and issue notes, mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instruments and securities, secured by mortgage or deed of trust on any real property of the Corporation or otherwise, and to do every other act or thing necessary to effect the same; and

(3) to sell or lease the real or personal property of the Corporation on such terms the board may see fit and to execute all deeds, leases and other conveyances or contracts that may be necessary for carrying out the purposes of the Corporation.

ARTICLE III. OFFICERS

Section 3.01 COMPENSATION OF DIRECTORS AND OFFICERS

Directors and officers, shall not receive any salary for their services but by resolution of the board, expenses incurred in the Corporation's business may be reimbursed.

Section 3.02 OFFICERS

The officers of the Corporation shall be a president, vice president and secretary. The board, at each annual meeting, shall elect these officers. The board may appoint such other officers as it deems necessary, who shall have the authority, and shall perform such duties as from time to time may be prescribed by the board.

Section 3.03 POWERS AND DUTIES OF THE PRESIDENT

The president shall preside at all meetings of the directors. He or she shall have the power, with City Council approval, to sign and execute all contracts and instruments of conveyance in the name of the Corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the board. He or she shall have general and active management of the business of the Corporation, and shall perform all the duties usually incident to the office of president.

Section 3.04 VICE PRESIDENT

The vice president shall have such powers and perform such duties as may be delegated to him or her by the board. In the absence or disability of the president, the vice president may perform the duties and exercise the powers of the president.

Section 3.05 POWERS AND DUTIES OF THE SECRETARY

The secretary shall keep the minutes of all meetings of the board in books provided for that purpose; shall provide all notices, may sign with the president, or a vice president, in the name of the Corporation, all contracts and instruments of conveyance authorized by the board, shall have charge of the books and papers of the board, and shall in general perform all the duties incident to the office of secretary, subject to the control of the board. Records of the Corporation shall be maintained and filed in the office of the City Secretary of the City.

Section 3.06 CONFLICT OF INTEREST

In the event that a director is aware that he or she has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the board, the director shall bring the same to the attention of the board and shall abstain from discussion and voting thereon.

Any director shall bring to the attention of the board any apparent conflict of interest or potential conflict of interest of any other director. In which case the board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The director about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the board is cause for dismissal from the board by action of the City Council.

Section 3.07 BOARD'S RELATIONSHIP WITH THE CITY

In accordance with state law, the board shall be responsible for the proper discharge of its duties assigned herein. The board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the amended Articles, these bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the board when he or she finds such requested services are available

within the City and that the board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 3.08 of these bylaws.

Section 3.08 CONTRACTS FOR SERVICES

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services contract shall be executed between the board and the City Council for the services provided by the General Manager, Finance Manager, Secretary, and other City services/functions and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the Public Works Department, and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council.

ARTICLE IV. CORPORATION SEAL

The board may obtain a corporate seal which shall be a star with the words Georgetown Transportation Enhancement Corporation, but these bylaws shall not be construed to require the use of the corporate seal.

ARTICLE V. FISCAL YEAR

The fiscal year of the Corporation is October 1 through September 30.

ARTICLE VI. FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 6.01 GENERAL MANAGER

The City Manager of the City of Georgetown, Texas, shall be the General Manager of the Corporation and be in ~~general~~ charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the ~~b~~Board in the name of the Corporation.

The General Manager shall employ such full or part-time employees as are needed to carry out the programs of the ~~b~~Board. These employees shall be employees of the City ~~and~~ or another city-authorized entity focused on economic development, and they shall perform those duties as are

assigned to them. These employees shall be compensated as prescribed in Article III, Section 3.~~09~~ 08 of these ~~b~~Bylaws. The General Manager shall have the authority, and subject to provisions of the City Charter and policies, and ~~-~~procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees, as well as to delegate such of the General Manager's responsibility as the General Manager deems appropriate.

Section 6.02 FINANCE MANAGER

The Finance Manager shall be the City's Director of Finance and Administration. The Finance Manager shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in compliance with City of Georgetown's financial policies. When necessary or proper, the Finance Manager, or designee, shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these ~~b~~Bylaws. The Finance Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The Finance Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by resolution. The Finance Manager shall ~~be an employee of the City~~also coordinate an annual audit of the Corporation's Financial Statements by an independent outside audit firm approved by the City Council. ~~The Finance Manager shall periodically submit a report to the board, in sufficient detail, of all checks or drafts issued on behalf of the Corporation for the previous month. The Finance Manager shall provide a quarterly financial report to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City~~. With approval of the General Manager, the Finance Manager may delegate such of the Finance Manager's responsibility as the Finance Manager deems appropriate.

The Finance Manager shall submit a report to the Board each month, in sufficient detail, of all checks or drafts issued on behalf of the Corporation for the previous month. The Finance Manager shall provide a quarterly financial report to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City.

Section 6.03 EX-OFFICIO MEMBERS

The City Council may appoint Ex-Officio members to the board as it deems appropriate. These representatives shall have the right to take part in any discussion of open meetings, but shall not have the power to vote in the meetings or attend executive sessions. Ex-Officio members shall serve a term of one year.

Ex-Officio members shall be required to take an Oath of Office and abide by, and be subject to, any City Code of Ethics.

Section 6.04 PARTICIPATION IN BOARD MEETINGS

The General Manager, Finance Manager, and Mayor (or their respective designees), shall have the right to take part in any discussion of the board, or committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings attended.

Section 6.05 DUTIES OF THE BOARD

The board shall develop a Transportation Improvement Program, ("the TIP"), including maintenance and operation costs thereof, for the City which shall include and set forth short and long term goals. Such TIP plan shall be approved by the City Council. The TIP developed by the board shall be one that incorporates the Capital Improvement Plans of the City Public Works Department. The board shall conduct a public hearing concerning both the adoption and required annual updates to the TIP. A legal notice shall be advertised as determined by the board, at least three (3) days, prior to the scheduled public hearing.

The board shall review and update the TIP once a year to ensure the plan is up to date with current community needs and is capable of meeting the City's transportation system needs. The board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for transportation systems where such expenditures will have a benefit to the citizens of the City. The board shall make a quarterly report to the City Council including, but not limited to the following:

(1) a review of the accomplishments of the board in the area of transportation systems improvement; and

(2) the activities of the board for the budget year addressed in the annual report, together with any proposed change in the activity as it may relate to transportation systems improvement.

The board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the board, whether discharged directly by the board or by any person, firm, corporation, agency, association or other entity on behalf of the board.

Section 6.06 COMPONENTS OF THE TIP

The board shall submit to the City Council for its approval, the TIP which shall include proposed funding methods and the expected costs of implementation, and cost of operation and maintenance of the projects. The TIP plan shall include both short and long term goals for the transportation system development of the City.

Section 6.07 ANNUAL CORPORATE BUDGET

At least sixty (60) days prior to October 1st, the board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the Corporation shall commence on October 1st of each year and end on September 30. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget proposed for adoption shall include the projected

operating expenses, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.

Section 6.08 FINANCIAL BOOKS, RECORDS, AUDITS

The Finance Manager shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

The board shall, no later than February 1st of each year, submit to the comptroller a financial report in the form required by the comptroller, as required by the Act.

The City shall, at all times, have access to the books and records of the Corporation. The Corporation shall be subject to the Public Information Act (Chapter 552, Government Code).

Section 6.09 DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS

All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing the Corporation, but no Bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized by the City Investment Policy. The Finance Manager shall designate the accounts and depositories to be created and designated for such purposes, and methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article III, Section 3.08, of these bylaws.

Section 6.10 EXPENDITURES OF CORPORATE MONEY

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the

proceeds derived from the sale of Bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

(1) Before expending funds to undertake a project, the Corporation shall hold at least one public hearing on the proposed project. Expenditures from the proceeds of Bonds shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council.

(2) Expenditures that may be made from a fund created from the proceeds of Bonds, and expenditures of monies derived from sources other than the proceeds of Bonds may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the board and shall be made only after the approval thereof by the City Council.

(3) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these bylaws or in contracts meeting the requirements of the Article, as amended.

No Bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such Bonds.

Section 6.11 CONTRACTS

As provided herein, the president and secretary, with approval of the City Council, shall enter into any contracts or other instruments which the board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the board may grant a specific or general power of attorney to carry out some action on behalf of the board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the board authorizes the same to be done.

ARTICLE VII. MISCELLANEOUS

Section 7.01 NOTICES AND WAIVERS

Whenever under the provisions of these bylaws notice is required to be given to any director or officer, unless otherwise provided, the notice may be given personally, or it may be given in writing by depositing it in the post office or letter box in a post paid envelope or postal card addressed to the director or officer, at the address as it appears on the books of the Corporation, and the notice shall be deemed to be given at the time when it is mailed. Whenever any notice to directors or officers is required to be given by law, or by these bylaws, a waiver in writing signed by the person or persons entitled to the notice, whether before or after the time stated shall be deemed the equivalent of notice. This paragraph does not eliminate the requirement to comply with the Open Meetings Act.

Section 7.02 APPROVAL OF THE CITY COUNCIL

To the extent these bylaws refer to any approval or other action to be taken by the City, that approval or action shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the City Council.

Section 7.03 ORGANIZATIONAL CONTROL

The City Council at its sole discretion, and at any time, may alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to any limitation on the impairment of contracts entered into by such Corporation. The foregoing notwithstanding, the City, at all times during which any indebtedness of the Corporation, the interest on which is exempt from federal income taxation, remains outstanding, will maintain a beneficial interest in the Corporation.

Section 7.04 INDEMNIFICATION OF DIRECTORS, OFFICER AND EMPLOYEES

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the board, its officers and its employees, and each member of the City Council and each employee or representative of the City, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

ARTICLE VIII. PROVISIONS REGARDING BYLAWS

These bylaws shall become effective only upon the occurrence of the following events:

(1) the approval of these bylaws by the City Council; and

(2) the adoption of these bylaws by the board.

These bylaws may be amended at any time and from time to time either by majority vote of the directors then in office with the approval of the City Council or by the City Council itself, at its sole discretion.

These bylaws shall be liberally construed to effectuate their purposes. If any word, phrase, clause, sentence, paragraph, section or other part of these bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE IX. DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation after payment of all obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City of Georgetown, Texas.

I hereby certify that the foregoing bylaws are the true and correct bylaws of the Corporation as adopted by the City Council on the _____ day of _____, 201~~5~~9.

Dated: _____

THE CITY OF GEORGETOWN

_____
By: Dale Ross, Mayor

ATTEST:

_____
~~Shelley Nowling~~ Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared Dale Ross, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019~~6~~.

_____
Notary Public, State of Texas
My commission expires: _____

I hereby certify that the foregoing Bylaws are the true and correct Bylaws of the Corporation as adopted by the Corporation on the ____ day of _____, 2019~~6~~.

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION

By:_____
_____, President

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019~~6~~.

_____
Notary Public, State of Texas
My commission expires: _____

BYLAWS
OF
GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION

ARTICLES I. OFFICES

Section 1.01 LOCATION, REGISTERED OFFICE AND REGISTERED AGENT

The registered office and mailing address of the Georgetown Transportation Enhancement Corporation (the "Corporation") is located at 113 East 8th Street, Georgetown, Texas 78626. Such address shall also serve as the principal office of the Corporation and board of directors (the "board").

The Registered Agent for the Corporation shall be the City Manager, provided that the board from time to time, may change the registered agent and/or the address of the registered office, in accordance with state law and subject to City Council approval, provided that such change is appropriately reflected in these bylaws and in the Articles of Incorporation (the "Articles").

ARTICLES II. DIRECTORS

Section 2.01 NUMBER, APPOINTMENT, AND TERM OF OFFICE

The business affairs of the Corporation shall be managed by a board of seven directors. Directors shall be residents in the City Limits and appointed by the Council of the City, and at least three directors must not be employees, officers, or members of the City Council. At least one of the directors shall be a City Council member. Each member of the board shall serve at the pleasure of the City Council for staggered terms of two years except as provided in the following sentences. To establish staggering of terms, initial directors appointed as a result of these amended and restated bylaws shall draw by lot to determine the initial terms of such directors with three initial directors serving terms until the last day of February 2002 and four initial directors serving until the last day of February 2003. Any Council member serving as a director shall serve a term of two years or until the expiration of their Council term whichever is earlier. Notwithstanding any provisions herein to the contrary, a director shall hold office until his/her successor shall have been appointed and qualified. If qualified, a director completing a term may be reappointed at the discretion of the City Council. Each director shall be a resident of the City and is entitled to one vote upon the business of the Corporation. Any director may be removed from office by the City Council at will.

Section 2.02 VACANCIES

In case of a vacancy on the board, the City Council shall appoint a successor to serve the remainder of the unexpired term. Any director or officer may at any time resign. Resignations shall be made in writing and shall take effect at the time specified in the resignation, or, if no time be specified, at the time of its receipt by the president or the secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 2.03 REGULAR MEETING; PLACE OF MEETING

The board shall meet on a regular basis, at a specified time, day, and location as approved annually by the board. All meetings shall be called and held in accordance with the Texas Open Meetings Act, Chapter 551, Government Code, as amended. The president of the board may cancel the meeting if there is no business to be conducted.

Section 2.04 SPECIAL MEETING

Special meetings of the board shall be held whenever called by the president, General Manager, or upon written request to the secretary by two directors.

Section 2.05 NOTICE OF MEETINGS

The secretary shall cause notice of the time and place of holding each meeting of the board to be given to each director. The notice may be in writing, in person, or in person by telephone. Notice of each meeting shall also be given to the public in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

Section 2.06 QUORUM

A majority of the membership of the board, including vacancies, shall constitute a quorum for the transaction of business.

Section 2.07 ATTENDANCE

Board members are required to attend 75% of regularly scheduled Board meetings. Excessive absenteeism will be subject to action under Council policy.

Section 2.08 ORDER OF BUSINESS

The order of business shall be determined by the board.

Section 2.09 PRESIDING OFFICER

At all meetings of the board, the president, or in the president's absence, the vice president, or in the absence of both of these officers, a member of the board selected by the directors present, shall preside. The secretary of the Corporation shall sit as secretary at all meetings of the board, and in case of the secretary's absence, the presiding officer shall designate any person to act as secretary.

Section 2.10 MANAGEMENT

The property and business of the Corporation shall be managed by the board which may exercise all powers of the Corporation.

Section 2.11 PURPOSE AND POWERS

The Corporation is incorporated as a non-profit corporation for the purposes set forth in the amended Articles acting on behalf of the City of Georgetown, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B Tex. Rev. Civ. Stat., Ann., as amended, (the "Act"), and other applicable laws, to pay the costs of streets, roads, drainage and other related transportation system improvements, including the payment of maintenance and operating expenses associated with such authorized projects in accordance with Section 4B of the Act. The Corporation shall be a non-profit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States prescribed and promulgated thereunder. It shall not be the purpose of this Corporation to engage in carrying on propaganda or otherwise attempting to influence legislation. In addition to the powers conferred by these bylaws, the board may exercise all powers of the Corporation and do all lawful acts and things that are not prohibited by statute, or the election held on May 5, 2001, or these bylaws including, but not limited to the following powers:

(1) to purchase, or otherwise acquire for the Corporation, any property, rights, or privileges which the Corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as they determine to be appropriate, and at their discretion to pay therefor either wholly or partly in money, notes, bonds, debentures, or other securities or contracts of the Corporation as may be lawful;

(2) to create, make and issue notes, mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instruments and securities, secured by mortgage or deed of trust on any real property of the Corporation or otherwise, and to do every other act or thing necessary to effect the same; and

(3) to sell or lease the real or personal property of the Corporation on such terms the board may see fit and to execute all deeds, leases and other conveyances or contracts that may be necessary for carrying out the purposes of the Corporation.

ARTICLE III. OFFICERS

Section 3.01 COMPENSATION OF DIRECTORS AND OFFICERS

Directors and officers, shall not receive any salary for their services but by resolution of the board, expenses incurred in the Corporation's business may be reimbursed.

Section 3.02 OFFICERS

The officers of the Corporation shall be a president, vice president and secretary. The board, at each annual meeting, shall elect these officers. The board may appoint such other officers as it deems necessary, who shall have the authority, and shall perform such duties as from time to time may be prescribed by the board.

Section 3.03 POWERS AND DUTIES OF THE PRESIDENT

The president shall preside at all meetings of the directors. He or she shall have the power, with City Council approval, to sign and execute all contracts and instruments of conveyance in the name of the Corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the board. He or she shall have general and active management of the business of the Corporation, and shall perform all the duties usually incident to the office of president.

Section 3.04 VICE PRESIDENT

The vice president shall have such powers and perform such duties as may be delegated to him or her by the board. In the absence or disability of the president, the vice president may perform the duties and exercise the powers of the president.

Section 3.05 POWERS AND DUTIES OF THE SECRETARY

The secretary shall keep the minutes of all meetings of the board in books provided for that purpose; shall provide all notices, may sign with the president, or a vice president, in the name of the Corporation, all contracts and instruments of conveyance authorized by the board, shall have charge of the books and papers of the board, and shall in general perform all the duties incident to the office of secretary, subject to the control of the board. Records of the Corporation shall be maintained and filed in the office of the City Secretary of the City.

Section 3.06 CONFLICT OF INTEREST

In the event that a director is aware that he or she has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the board, the director shall bring the same to the attention of the board and shall abstain from discussion and voting thereon.

Any director shall bring to the attention of the board any apparent conflict of interest or potential conflict of interest of any other director. In which case the board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The director about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the board is cause for dismissal from the board by action of the City Council.

Section 3.07 BOARD'S RELATIONSHIP WITH THE CITY

In accordance with state law, the board shall be responsible for the proper discharge of its duties assigned herein. The board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the amended Articles, these bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the board when he or she finds such requested services are available

within the City and that the board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 3.08 of these bylaws.

Section 3.08 CONTRACTS FOR SERVICES

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services contract shall be executed between the board and the City Council for the services provided by the General Manager, Finance Manager, Secretary, and other City services/functions and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the Public Works Department, and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council.

ARTICLE IV. CORPORATION SEAL

The board may obtain a corporate seal which shall be a star with the words Georgetown Transportation Enhancement Corporation, but these bylaws shall not be construed to require the use of the corporate seal.

ARTICLE V. FISCAL YEAR

The fiscal year of the Corporation is October 1 through September 30.

ARTICLE VI. FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 6.01 GENERAL MANAGER

The City Manager of the City of Georgetown, Texas, shall be the General Manager of the Corporation and be in charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

The General Manager shall employ such full or part-time employees as are needed to carry out the programs of the Board. These employees shall be employees of the City or another city-authorized entity focused on economic development, and they shall perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 3.08 of these

Bylaws. The General Manager shall have the authority, and subject to provisions of the City Charter and policies, and procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees, as well as to delegate such of the General Manager's responsibility as the General Manager deems appropriate.

Section 6.02 FINANCE MANAGER

The Finance Manager shall be the City's Director of Finance and Administration. The Finance Manager shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in compliance with City of Georgetown's financial policies. When necessary or proper, the Finance Manager, or designee, shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. The Finance Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The Finance Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by resolution. The Finance Manager shall also coordinate an annual audit of the Corporation's Financial Statements by an independent outside audit firm approved by the City Council. With approval of the General Manager, the Finance Manager may delegate such of the Finance Manager's responsibility as the Finance Manager deems appropriate.

The Finance Manager shall submit a report to the Board each month, in sufficient detail, of all checks or drafts issued on behalf of the Corporation for the previous month. The Finance Manager shall provide a quarterly financial report to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City.

Section 6.03 EX-OFFICIO MEMBERS

The City Council may appoint Ex-Officio members to the board as it deems appropriate. These representatives shall have the right to take part in any discussion of open meetings, but shall not have the power to vote in the meetings or attend executive sessions. Ex-Officio members shall serve a term of one year.

Ex-Officio members shall be required to take an Oath of Office and abide by, and be subject to, any City Code of Ethics.

Section 6.04 PARTICIPATION IN BOARD MEETINGS

The General Manager, Finance Manager, and Mayor (or their respective designees), shall have the right to take part in any discussion of the board, or committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings attended.

Section 6.05 DUTIES OF THE BOARD

The board shall develop a Transportation Improvement Program, ("the TIP"), including maintenance and operation costs thereof, for the City which shall include and set forth short and long term goals. Such TIP plan shall be approved by the City Council. The TIP developed by the board shall be one that incorporates the Capital Improvement Plans of the City Public Works Department. The board shall conduct a public hearing concerning both the adoption and required annual updates to the TIP. A legal notice shall be advertised as determined by the board, at least three (3) days, prior to the scheduled public hearing.

The board shall review and update the TIP once a year to ensure the plan is up to date with current community needs and is capable of meeting the City's transportation system needs. The board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for transportation systems where such expenditures will have a benefit to the citizens of the City. The board shall make a quarterly report to the City Council including, but not limited to the following:

(1) a review of the accomplishments of the board in the area of transportation systems improvement; and

(2) the activities of the board for the budget year addressed in the annual report, together with any proposed change in the activity as it may relate to transportation systems improvement.

The board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the board, whether discharged directly by the board or by any person, firm, corporation, agency, association or other entity on behalf of the board.

Section 6.06 COMPONENTS OF THE TIP

The board shall submit to the City Council for its approval, the TIP which shall include proposed funding methods and the expected costs of implementation, and cost of operation and maintenance of the projects. The TIP plan shall include both short and long term goals for the transportation system development of the City.

Section 6.07 ANNUAL CORPORATE BUDGET

At least sixty (60) days prior to October 1st, the board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the Corporation shall commence on October 1st of each year and end on September 30. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.

Section 6.08 FINANCIAL BOOKS, RECORDS, AUDITS

The Finance Manager shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

The board shall, no later than February 1st of each year, submit to the comptroller a financial report in the form required by the comptroller, as required by the Act.

The City shall, at all times, have access to the books and records of the Corporation. The Corporation shall be subject to the Public Information Act (Chapter 552, Government Code).

Section 6.09 DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS

All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing the Corporation, but no Bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized by the City Investment Policy. The Finance Manager shall designate the accounts and depositories to be created and designated for such purposes, and methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article III, Section 3.08, of these bylaws.

Section 6.10 EXPENDITURES OF CORPORATE MONEY

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of Bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

(1) Before expending funds to undertake a project, the Corporation shall hold at least one public hearing on the proposed project. Expenditures from the proceeds of Bonds shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council.

(2) Expenditures that may be made from a fund created from the proceeds of Bonds, and expenditures of monies derived from sources other than the proceeds of Bonds may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the board and shall be made only after the approval thereof by the City Council.

(3) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these bylaws or in contracts meeting the requirements of the Article, as amended.

No Bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such Bonds.

Section 6.11 CONTRACTS

As provided herein, the president and secretary, with approval of the City Council, shall enter into any contracts or other instruments which the board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the board may grant a specific or general power of attorney to carry out some action on behalf of the board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the board authorizes the same to be done.

ARTICLE VII. MISCELLANEOUS

Section 7.01 NOTICES AND WAIVERS

Whenever under the provisions of these bylaws notice is required to be given to any director or officer, unless otherwise provided, the notice may be given personally, or it may be given in writing by depositing it in the post office or letter box in a post paid envelope or postal card addressed to the director or officer, at the address as it appears on the books of the Corporation, and the notice shall be deemed to be given at the time when it is mailed. Whenever any notice to directors or officers is required to be given by law, or by these bylaws, a waiver in writing signed by the person or persons entitled to the notice, whether before or after the time stated shall be deemed the equivalent of notice. This paragraph does not eliminate the requirement to comply with the Open Meetings Act.

Section 7.02 APPROVAL OF THE CITY COUNCIL

To the extent these bylaws refer to any approval or other action to be taken by the City, that approval or action shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the City Council.

Section 7.03 ORGANIZATIONAL CONTROL

The City Council at its sole discretion, and at any time, may alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject

to any limitation on the impairment of contracts entered into by such Corporation. The foregoing notwithstanding, the City, at all times during which any indebtedness of the Corporation, the interest on which is exempt from federal income taxation, remains outstanding, will maintain a beneficial interest in the Corporation.

Section 7.04 INDEMNIFICATION OF DIRECTORS, OFFICER AND EMPLOYEES

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the board, its officers and its employees, and each member of the City Council and each employee or representative of the City, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

ARTICLE VIII. PROVISIONS REGARDING BYLAWS

These bylaws shall become effective only upon the occurrence of the following events:

(1) the approval of these bylaws by the City Council; and

(2) the adoption of these bylaws by the board.

These bylaws may be amended at any time and from time to time either by majority vote of the directors then in office with the approval of the City Council or by the City Council itself, at its sole discretion.

These bylaws shall be liberally construed to effectuate their purposes. If any word, phrase, clause, sentence, paragraph, section or other part of these bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE IX. DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation after payment of all obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City of Georgetown, Texas.

I hereby certify that the foregoing bylaws are the true and correct bylaws of the Corporation as adopted by the City Council on the _____ day of _____, 2019.

Dated: _____

THE CITY OF GEORGETOWN

_____
By: Dale Ross, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared Dale Ross, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019.

_____
Notary Public, State of Texas
My commission expires: _____

I hereby certify that the foregoing Bylaws are the true and correct Bylaws of the Corporation as adopted by the Corporation on the ____ day of _____, 2019.

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION

By:_____
_____, President

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019.

_____
Notary Public, State of Texas
My commission expires: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING AND ADOPTING THE ATTACHED BYLAWS AS AMENDED FOR CITY OF GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION; PROVIDING A CONFLICT CLAUSE AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council periodically reviews processes used by the City's advisory boards and commissions; and

WHEREAS, the City Council finds it in the best interest to update the signatory authority used by the Georgetown Transportation Enhancement Corporation to accurately reflect current best practices and automated workflows being implemented by the City; and

WHEREAS, the attached Bylaws have been amended pursuant to City Council direction.

NOW THEREFORE BE IT RESOLVED:

SECTION ONE. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION TWO. The Bylaws of the Georgetown Transportation Enhancement Corporation are amended to read as set forth in Exhibit A:

Exhibit A — "Georgetown Transportation Enhancement Corporation Bylaws"

SECTION THREE. If any provision of this Resolution or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

SECTION FOUR. This Resolution shall be effective immediately.

SECTION FIVE. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This Resolution shall become effective upon its adoption.

PASSED AND APPROVED on the _____ day of April, 2019.

ATTEST: CITY OF GEORGETOWN, TEXAS

_____ By: _____

Robyn Densmore, City Secretary Dale Ross, Mayor

APPROVED AS TO FORM:

_____

Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Forwarded from Georgetown Economic Development Corporation (GEDCO):
Consideration and possible action to approve a **Resolution amending** the **bylaws** of the corporation, clarifying the roles of the General Manager and Finance Manager and authorizing those individuals to delegate duties and responsibilities -- Leigh Wallace, Finance Director, COG, Finance Manager, GEDCO.

ITEM SUMMARY:

The purpose of this item is to amend the bylaws of GEDCO so that the General Manager (City Manager) and Finance Manager (Finance Director) may apply financial procedures an internal controls consistent with other operations of the City. These controls continue to follow industry standards, state law and are reviewed by the City's external auditor.

The current language of the bylaws restricts the General Manager from delegating duties. This means both the City Manager and Finance Director are manually receipting invoices for GEDCO expenses before payment is authorized, in addition to the Director of Economic Development. In future, the approvals will be consistent with the City's policy and procedures on approving invoices. Economic Development Department staff, Director and City Manager will receipt for the invoices based on amount. These changes to the bylaws will allow for streamlined processing of payments now, as well as in the new financial software currently being implemented by the City.

City of Georgetown Invoice Approval Limits:

Approval Level	Requisition/Invoice Limits	Signature Authority
I	$3,000 Maximum	Departmental Staff
II	$10,000 Maximum	Supervisors/Executive Assistants
III	$25,000 Maximum	Managers
IV	$50,000 Maximum	Directors or Assistant Directors
V	Unlimited	City Manager or Assistant City Manager

Amendments to the bylaws are subject to City Council approval.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Leigh Wallace, Finance Director, COG, Finance Manager, GEDCO

ATTACHMENTS:

Bylaws_Redline
Exhibit A
Resolution_GEDCO

BYLAWS

OF

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I. OFFICES

Section 1.01 LOCATION, REGISTERED OFFICE AND REGISTERED AGENT

The registered office and mailing address of the Georgetown Economic Development Corporation (the "Corporation") is located at 113 East 8th Street, Georgetown, Texas 78626. Such address shall also serve as the principal office of the Corporation and Board of Directors (the "Board").

The Registered Agent for the Corporation shall be the City Manager, provided that the Board from time to time, may change the registered agent and/or the address of the registered office, in accordance with state law and subject to City Council approval, provided that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation (the "Articles").

ARTICLE II. DIRECTORS

Section 2.01 NUMBER, APPOINTMENT, AND TERM OF OFFICE

The business affairs of the Corporation shall be managed by a Board of seven Directors, a minimum of two of which shall be Georgetown City Council members. Members shall be residents in the City Limits or the ETJ.

Directors shall be appointed by the City Council and serve at the pleasure of the City Council for staggered terms of two years, except as provided in the following. To initially establish staggering of terms, initial Directors shall draw by lot to determine the initial terms with two initial Directors serving terms until the last day of February 2007, and three initial Directors serving until the last day of February 2008. To initially establish staggering of terms of the two citizen at large positions established in February 2013, those Directors shall draw by lot to determine the initial terms with one Director serving a term until the last day of February 2014, and the other Director serving until the last day of February 2015. Each City Council member serving as a Director shall serve a term of two years or until the expiration of their council term whichever is earlier. If qualified, a Director completing a term may be reappointed at the discretion of the City Council. Notwithstanding any provisions herein to the contrary, a Director shall hold office until his/her successor shall have been appointed and qualified.

Each Director shall be a resident of the City or its Extra Territorial Jurisdiction (ETJ) and is entitled to one vote upon the business of the Corporation. Any Director may be removed from the office by the City Council at will.

Section 2.02 VACANCIES

In case of a vacancy on the Board, the City Council shall appoint a successor to serve the remainder of the unexpired term. Any Director or officer may at any time resign. Resignations shall be made in writing to the General Manager and shall take effect at the time specified in the resignation, or, if no time be specified, at the time of its receipt by the president or the secretary of the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 2.03 REGULAR MEETING; PLACE OF MEETING

The Board shall meet on a regular basis, at a specified time, day, and location as approved annually by the Board. Scheduled meeting times will be properly posted for public notification for regular and special called meetings as necessary. The president of the Board may cancel the meeting if there is no business to be conducted.

Section 2.04 SPECIAL MEETINGS

Special meetings of the Board shall be held whenever called by the Board president, General Manager, or upon written request to the secretary of the Board by two Directors.

Section 2.05 NOTICE OF MEETINGS

The secretary shall cause notice of the time and place of holding each meeting of the Board to be given to each Director. The notice may be in writing, in person, or in person by telephone. Notice of each meeting shall also be given to the public in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

Section 2.06 QUORUM

A majority of the membership of the Board including vacancies (a total of four members) shall constitute a quorum for the transaction of business. A supermajority of the membership of the Board shall be defined as a majority plus one (a total of five members).

Section 2.07 ATTENDANCE

Board Members are required to attend 75% of regularly scheduled Board meetings. Excessive absenteeism will be subject to action under Council policy.

Section 2.08 AGENDA AND ORDER OF BUSINESS

Any Director or the General Manager may place an item on an agenda for future discussion. The order of business shall be determined by the president.

Section 2.09 PRESIDING OFFICER

At all meetings of the Board, the president, or in the president's absence, the vice president, or in the absence of both of these officers, a member of the Board selected by the Directors present shall preside. The secretary of the Corporation shall sit as secretary at all meetings of the Board, and in case of the secretary's absence, the presiding officer shall designate any Board member to act as secretary.

Section 2.10 MANAGEMENT

The property and business of the Corporation shall be managed by the Board which may exercise all powers of the Corporation.

Section 2.11 PURPOSE AND POWERS

The Corporation shall be a non-profit Corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States prescribed and promulgated thereunder. The Corporation is incorporated for the purposes set forth in the Articles of Incorporation acting on behalf of the City of Georgetown, Texas (the "City") as its duly constituted authority and instrumentality in accordance with Section 4A of the Texas Development Corporation Act of 1979, (Tex. Rev. Civ. Stat., Ann., Art. 5190.6, § 4A, as amended), (the "Act") and all other applicable laws to which it is subject and from which it derives its powers.

The purpose of the Corporation is to consider requests and grant funds for Projects authorized under Section 2(11)(A) and Section 4A(i) of the Act, and as delineated in Georgetown City Council Resolution 121404-JJ. All proposals shall be submitted to the General Manager for general and financial review prior to consideration by the Board.

In addition to the powers conferred by these Bylaws, the Board may exercise all powers of the Corporation and do all lawful acts and things that are not prohibited by law, or the election held on May 7, 2005, or these Bylaws including, but not limited to the following:

1. Develop policies and operating procedures that do not conflict with any City policy.
2. Undertake actions and Projects which are determined by the Board to lead to the creation or retention of primary jobs and/or provide significant capital investment and which benefit the community of Georgetown.
3. The Corporation may, in pursuing its purposes as stated in this section:
    - Acquire or lease property (land or buildings) within the City or ETJ
    - Negotiate market-discounted land agreements with developers or landowners
    - Plan, develop, improve, sell or lease land

- Build or rehabilitate buildings
- Provide funding for or develop infrastructure
- Make secured or unsecured loans or loan guarantees
- Provide direct grants to businesses
- Borrow funds and issue bonds
- Develop and implement financial/incentive programs to attract or retain business
- Market and promote the city and amenities consistent with the purposes and duties as set forth in the Bylaws

4. Develop long-range goals and programs for the Corporation.
5. Appoint standing or ad hoc committees, which may include City staff and/or individuals who are not members of the Board.

ARTICLE III. OFFICERS

Section 3.01 COMPENSATION OF DIRECTORS AND OFFICERS

Directors and officers shall not receive any salary for their services but by resolution of the Board, expenses incurred in the Corporation's business may be reimbursed.

Section 3.02 OFFICERS

The officers of the Corporation shall be a president, vice president and secretary. The Board, at each annual meeting, which shall normally occur in the first meeting in March of each year, shall elect these officers. The Board may appoint such other officers as it deems necessary, who shall have the authority, and shall perform such duties as from time to time may be prescribed by the Board.

Section 3.03 POWERS AND DUTIES OF THE PRESIDENT

The president shall preside at all meetings of the Directors. He or she shall have the power, with City Council approval, to sign and execute all contracts and instruments of conveyance in the name of the Corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the Board. He or she shall have general and active management of the business of the Corporation, and shall perform all the duties usually incident to the office of president.

Section 3.04 POWERS AND DUTIES OF THE VICE PRESIDENT

The vice president shall have such powers and perform such duties as may be delegated to him or her by the Board. In the absence or disability of the president, the vice president may perform the duties and exercise the powers of the president.

Section 3.05 POWERS AND DUTIES OF THE SECRETARY

The secretary shall review and finalize the official minutes of the Board prior to approval by Board action, may sign with the president, or a vice president, in the name of the Corporation, all contracts

and instruments of conveyance authorized by the Board, and shall in general perform all the duties incident to the office of secretary, subject to the control of the Board. Official Records of the Corporation shall be maintained and filed in the office of the City secretary of the City.

Section 3.06 CONFLICT OF INTEREST

In the event that a Director is aware that he or she has a conflict of interest or potential conflict of interest, as defined by state of Texas conflict of interest statutes and/or the City of Georgetown Ethics Ordinance, with regard to any particular matter or vote coming before the Board, the Director shall bring the same to the attention of the Board and shall abstain from discussion and voting thereof.

If any Director believes that any other Director may have a conflict of interest on a matter before the Board, he/she is obligated to inform the Director of that opinion. It is then the responsibility of the Director with the possible conflict to resolve the situation.

Any questions of possible ethics violations shall be subject to the state conflict of interest statutes and/or the City of Georgetown Ethics Ordinance and be processed accordingly.

Section 3.07 BOARD'S RELATIONSHIP WITH THE CITY

In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee to the City Manager. The City Manager may approve such requests for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 3.08 of these Bylaws.

Section 3.08 CONTRACTS FOR SERVICES

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City Council for the services provided by the General Manager, Finance Manager, the City Attorney, and other City services/functions and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the City Manager's Office, the staff and employees of the Economic

Development department, the City Attorney, and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere or conflict with the other duties of such personnel of the City. Utilization of the aforesaid city staff shall be solely by a contract approved by the City Council.

Section 3.09 TRAINING REQUIREMENTS

All members of the Board, the General Manager, the Finance Manager and the Director of the City's Economic Development department shall be required, at the expense of the Corporation, to comply with all training and educational requirements as specified by state legislation, the Texas Governor's Office of Economic Development, and rulings of the Texas Attorney General and the Texas Comptroller, as amended from time to time.

If a Board member fails to comply with these requirements, the City Council shall consider the specific situation and may remove the member from the Board at its discretion.

ARTICLE IV. CORPORATION SEAL

The Board may obtain a corporate seal which shall be a star with the words Georgetown Economic Development Corporation, but these Bylaws shall not be construed to require the use of the corporate seal.

ARTICLE V. FISCAL YEAR

The fiscal year of the Corporation is October 1 through September 30.

ARTICLE VI. FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 6.01 GENERAL MANAGER

The City Manager of the City of Georgetown, Texas, shall be the General Manager of the Corporation and be in charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

The General Manager shall employ such full or part-time employees as are needed to carry out the programs of the Board. These employees shall be employees of the City or another city-authorized entity focused on economic development, and they shall perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 3.08 of these Bylaws. The General Manager shall have the authority, and subject to provisions of the City Charter and policies and procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees, as well as to delegate such of the General Manager's responsibility as the General Manager deems appropriate.

Section 6.02 FINANCE MANAGER

The Finance Manager shall be the City's Director of Finance & Administration. The Finance Manager shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in compliance with City of Georgetown's financial policies. When necessary or proper, the Finance Manager, or ~~their~~ designee, shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. The Finance Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The Finance Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by resolution. The Finance Manager shall also coordinate an annual audit of the Corporation's Financial Statements by an independent outside audit firm approved by the City Council. With approval of the General Manager, the Finance Manager may delegate such of the Finance Manager's responsibility as the Finance Manager deems appropriate.

The Finance Manager shall submit a report to the Board each month, in sufficient detail, of all checks or drafts issued on behalf of the Corporation for the previous month. The Finance Manager shall provide a quarterly financial report to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City.

Section 6.03 EX-OFFICIO MEMBERS

The City Council may appoint Ex-Officio members to the Board as it deems appropriate. These representatives shall have the right to take part in any discussion in open meetings, but shall not have the power to vote in the meetings or the right to attend executive sessions, unless specifically invited to attend by the president. Ex-Officio members shall serve a term of one year.

Ex-Officio members shall be required to take an Oath of Office and abide by, and be subject to, any City Code of Ethics.

Section 6.04 PARTICIPATION IN BOARD MEETINGS

The General Manager and Finance Manager shall have the right to take part in any discussion of the Board, Board committees or subcommittees thereof, including attendance in executive sessions (when invited by the president to the executive session), but shall not have the power to vote in any meetings attended.

Section 6.05 DUTIES OF THE BOARD

The Board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for allowable expenditures approved within the Bylaws Section 2.11. The

Board shall make a semi-annual report to the City Council including, but not limited to the following:

(1) A review of the accomplishments of the Board in the area of economic development; and

(2) The activities of the Board for the budget year addressed in the annual financial report, together with any proposed change in the activity as it may relate to economic development.

The Board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Board.

Section 6.06 ANNUAL CORPORATE BUDGET

At least thirty (30) days prior to September 1st, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the Corporation shall be the same as the fiscal year of the City of Georgetown. The budget shall be in such form as may be prescribed from time to time by the City Council or directed by the Corporation's Board of Directors. The budget proposed for adoption shall include the projected operating expenses, administrative expenses, debt servicing, cash reserves, contingency funds, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.
In establishing its budget and in responding to unanticipated Projects during the year, the Board shall fairly and equally consider Projects in the following categories:

1. Industrial development
2. Commercial development (including, but not limited to, Projects within the Downtown District and redevelopment areas designated by the City Council)

Each approved request from the Board for Project funding must be made in the form of a Resolution to formally expend and approve Projects, and accompanied by a specific determination of eligibility of the Project for 4A funding under the Act.

Section 6.07 FISCAL POLICY

The Corporation will adhere to the City's Fiscal & Budgetary Policy as amended annually to guide the overall financial condition and operations of the Corporation. In addition to these policies, the Corporation will:

1. Balance the Corporation's funding capacity between the various types of opportunities described in Section 6.06 1 & 2 above, with none of these categories receiving more than 50% of the total bonding capacity in any fiscal year of the Corporation. Exceptions to this rule may be approved by the Board by a supermajority vote of the members of the Board.

Exceptions shall also be approved by the City Council.

2. The Corporation must enter into a Performance Agreement for any "Project", incentive or expenditure made on behalf of a business, per Section 40 of the Act.
    - The Performance Agreement must provide a schedule of additional payroll of jobs to be created or retained and/or capital investment to be made as consideration made by the Corporation under the agreement.
    - The Performance Agreement, at a minimum, must specify the terms under which repayment must be made to the City if the business enterprise fails to meet the performance requirements as specified in the agreement.

Section 6.08 FINANCIAL BOOKS, RECORDS, AND AUDITS

The Finance Manager shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

The Board shall, no later than February 1st of each year, submit to the Texas Comptroller a financial report in the form required by the Comptroller, as required by the Act. The City shall, at all times, have access to the books and records of the Corporation. The Corporation shall be subject to the Public Information Act (Chapter 552, Government Code).

Section 6.09 DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS

All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing the Corporation, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized by the City Investment Policy. The Finance Manager shall designate the accounts and depositories to be created and designated for such purposes, and methods of withdrawal of funds for use by and for the purposes of the Corporation. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article III, Section 3.08, of these Bylaws.

Section 6.10 EXPENDITURES OF CORPORATE MONEY

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property,

monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of Bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to Section 6.06 of these Bylaws and the following limitations:

1. Expenditures that may be made from a fund created from the proceeds of Bonds, and expenditures of monies derived from sources other than the proceeds of Bonds may be used for the purposes of financing or otherwise providing one or more Projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.

2. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Act.

No Bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such bonds.

Section 6.11 CONTRACTS

As provided herein, the president and secretary, with approval of the City Council, shall enter into any contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done. Once approved by the City Council, all Corporation contracts will then be signed by either the president or secretary.

ARTICLE VII. MISCELLANEOUS

Section 7.01 NOTICES AND WAIVERS

Whenever under the provisions of these Bylaws notice is required to be given to any Director or officer, unless otherwise provided, the notice may be given personally, or it may be given in writing by depositing it in the post office or letter box in a post paid envelope or postal card addressed to the Director or officer, at the address as it appears on the books of the Corporation, and the notice shall be deemed to be given at the time when it is mailed. Whenever any notice to Directors or officers is required to be given by law, or by these Bylaws, a waiver in writing signed by the person or persons entitled to the notice, whether before or after the time stated shall be deemed the equivalent of notice. This paragraph does not eliminate the requirement to comply with the Open Meetings Act.

Section 7.02 APPROVAL OF THE CITY COUNCIL

To the extent these Bylaws refer to any approval or other action to be taken by the City, that approval or action shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the City Council.

Section 7.03 ORGANIZATIONAL CONTROL

The City Council at its sole discretion, and at any time, may alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to any limitation on the impairment of contracts entered into by such Corporation. The foregoing notwithstanding, the City, at all times during which any indebtedness of the Corporation, the interest on which is exempt from federal income taxation, remains outstanding, will maintain a beneficial interest in the Corporation.

Section 7.04 INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee or representative of the City, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these Bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any Director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

ARTICLE VIII. PROVISIONS REGARDING BYLAWS

These Bylaws shall become effective only upon the occurrence of the following events:

(1) The adoption of these Bylaws by the Board; and

(2) the approval of these Bylaws by the City Council.

These Bylaws may be amended at any time and from time to time either by majority vote of the Directors then in office with the approval of the City Council or by the City Council itself, at its sole discretion.

These Bylaws shall be liberally construed to effectuate their purposes. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE IX. DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation after payment of all obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City of Georgetown, Texas.

I hereby certify that the foregoing Bylaws are the true and correct Bylaws of the Corporation as approved and adopted by the City Council on the ____ day of _____, 2019~~5~~.

THE CITY OF GEORGETOWN **ATTEST**:
By:

_____ _____
Dale Ross, Mayor ~~Shelley Nowling~~Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared Dale Ross, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019~~6~~.

_____
Notary Public, State of Texas
My commission expires: _____

I hereby certify that the foregoing Bylaws are the true and correct Bylaws of the Corporation as adopted by the Corporation on the ____ day of _____, 2019~~6~~.

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

By:_____
President

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019~~6~~.

_____
Notary Public, State of Texas
My commission expires: _____

BYLAWS

OF

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I. OFFICES

Section 1.01 LOCATION, REGISTERED OFFICE AND REGISTERED AGENT

The registered office and mailing address of the Georgetown Economic Development Corporation (the "Corporation") is located at 113 East 8th Street, Georgetown, Texas 78626. Such address shall also serve as the principal office of the Corporation and Board of Directors (the "Board").

The Registered Agent for the Corporation shall be the City Manager, provided that the Board from time to time, may change the registered agent and/or the address of the registered office, in accordance with state law and subject to City Council approval, provided that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation (the "Articles").

ARTICLE II. DIRECTORS

Section 2.01 NUMBER, APPOINTMENT, AND TERM OF OFFICE

The business affairs of the Corporation shall be managed by a Board of seven Directors, a minimum of two of which shall be Georgetown City Council members. Members shall be residents in the City Limits or the ETJ.

Directors shall be appointed by the City Council and serve at the pleasure of the City Council for staggered terms of two years, except as provided in the following. To initially establish staggering of terms, initial Directors shall draw by lot to determine the initial terms with two initial Directors serving terms until the last day of February 2007, and three initial Directors serving until the last day of February 2008. To initially establish staggering of terms of the two citizen at large positions established in February 2013, those Directors shall draw by lot to determine the initial terms with one Director serving a term until the last day of February 2014, and the other Director serving until the last day of February 2015. Each City Council member serving as a Director shall serve a term of two years or until the expiration of their council term whichever is earlier. If qualified, a Director completing a term may be reappointed at the discretion of the City Council. Notwithstanding any provisions herein to the contrary, a Director shall hold office until his/her successor shall have been appointed and qualified.

Each Director shall be a resident of the City or its Extra Territorial Jurisdiction (ETJ) and is entitled to one vote upon the business of the Corporation. Any Director may be removed from the office by the City Council at will.

Section 2.02 VACANCIES

In case of a vacancy on the Board, the City Council shall appoint a successor to serve the remainder of the unexpired term. Any Director or officer may at any time resign. Resignations shall be made in writing to the General Manager and shall take effect at the time specified in the resignation, or, if no time be specified, at the time of its receipt by the president or the secretary of the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 2.03 REGULAR MEETING; PLACE OF MEETING

The Board shall meet on a regular basis, at a specified time, day, and location as approved annually by the Board. Scheduled meeting times will be properly posted for public notification for regular and special called meetings as necessary. The president of the Board may cancel the meeting if there is no business to be conducted.

Section 2.04 SPECIAL MEETINGS

Special meetings of the Board shall be held whenever called by the Board president, General Manager, or upon written request to the secretary of the Board by two Directors.

Section 2.05 NOTICE OF MEETINGS

The secretary shall cause notice of the time and place of holding each meeting of the Board to be given to each Director. The notice may be in writing, in person, or in person by telephone. Notice of each meeting shall also be given to the public in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

Section 2.06 QUORUM

A majority of the membership of the Board including vacancies (a total of four members) shall constitute a quorum for the transaction of business. A supermajority of the membership of the Board shall be defined as a majority plus one (a total of five members).

Section 2.07 ATTENDANCE

Board Members are required to attend 75% of regularly scheduled Board meetings. Excessive absenteeism will be subject to action under Council policy.

Section 2.08 AGENDA AND ORDER OF BUSINESS

Any Director or the General Manager may place an item on an agenda for future discussion. The order of business shall be determined by the president.

Section 2.09 PRESIDING OFFICER

At all meetings of the Board, the president, or in the president's absence, the vice president, or in the absence of both of these officers, a member of the Board selected by the Directors present shall preside. The secretary of the Corporation shall sit as secretary at all meetings of the Board, and in case of the secretary's absence, the presiding officer shall designate any Board member to act as secretary.

Section 2.10 MANAGEMENT

The property and business of the Corporation shall be managed by the Board which may exercise all powers of the Corporation.

Section 2.11 PURPOSE AND POWERS

The Corporation shall be a non-profit Corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States prescribed and promulgated thereunder. The Corporation is incorporated for the purposes set forth in the Articles of Incorporation acting on behalf of the City of Georgetown, Texas (the "City") as its duly constituted authority and instrumentality in accordance with Section 4A of the Texas Development Corporation Act of 1979, (Tex. Rev. Civ. Stat., Ann., Art. 5190.6, § 4A, as amended), (the "Act") and all other applicable laws to which it is subject and from which it derives its powers.

The purpose of the Corporation is to consider requests and grant funds for Projects authorized under Section 2(11)(A) and Section 4A(i) of the Act, and as delineated in Georgetown City Council Resolution 121404-JJ. All proposals shall be submitted to the General Manager for general and financial review prior to consideration by the Board.

In addition to the powers conferred by these Bylaws, the Board may exercise all powers of the Corporation and do all lawful acts and things that are not prohibited by law, or the election held on May 7, 2005, or these Bylaws including, but not limited to the following:

1. Develop policies and operating procedures that do not conflict with any City policy.
2. Undertake actions and Projects which are determined by the Board to lead to the creation or retention of primary jobs and/or provide significant capital investment and which benefit the community of Georgetown.
3. The Corporation may, in pursuing its purposes as stated in this section:
    - Acquire or lease property (land or buildings) within the City or ETJ
    - Negotiate market-discounted land agreements with developers or landowners
    - Plan, develop, improve, sell or lease land
    - Build or rehabilitate buildings
    - Provide funding for or develop infrastructure
    - Make secured or unsecured loans or loan guarantees
    - Provide direct grants to businesses
    - Borrow funds and issue bonds
    - Develop and implement financial/incentive programs to attract or retain business
    - Market and promote the city and amenities consistent with the purposes and duties as set forth in the Bylaws
4. Develop long-range goals and programs for the Corporation.
5. Appoint standing or ad hoc committees, which may include City staff and/or individuals who are not members of the Board.

ARTICLE III. OFFICERS

Section 3.01 COMPENSATION OF DIRECTORS AND OFFICERS

Directors and officers shall not receive any salary for their services but by resolution of the Board, expenses incurred in the Corporation's business may be reimbursed.

Section 3.02 OFFICERS

The officers of the Corporation shall be a president, vice president and secretary. The Board, at each annual meeting, which shall normally occur in the first meeting in March of each year, shall elect these officers. The Board may appoint such other officers as it deems necessary, who shall have the authority, and shall perform such duties as from time to time may be prescribed by the Board.

Section 3.03 POWERS AND DUTIES OF THE PRESIDENT

The president shall preside at all meetings of the Directors. He or she shall have the power, with City Council approval, to sign and execute all contracts and instruments of conveyance in the name of the Corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the Board. He or she shall

have general and active management of the business of the Corporation, and shall perform all the duties usually incident to the office of president.

Section 3.04 POWERS AND DUTIES OF THE VICE PRESIDENT

The vice president shall have such powers and perform such duties as may be delegated to him or her by the Board. In the absence or disability of the president, the vice president may perform the duties and exercise the powers of the president.

Section 3.05 POWERS AND DUTIES OF THE SECRETARY

The secretary shall review and finalize the official minutes of the Board prior to approval by Board action, may sign with the president, or a vice president, in the name of the Corporation, all contracts and instruments of conveyance authorized by the Board, and shall in general perform all the duties incident to the office of secretary, subject to the control of the Board. Official Records of the Corporation shall be maintained and filed in the office of the City secretary of the City.

Section 3.06 CONFLICT OF INTEREST

In the event that a Director is aware that he or she has a conflict of interest or potential conflict of interest, as defined by state of Texas conflict of interest statutes and/or the City of Georgetown Ethics Ordinance, with regard to any particular matter or vote coming before the Board, the Director shall bring the same to the attention of the Board and shall abstain from discussion and voting thereof.

If any Director believes that any other Director may have a conflict of interest on a matter before the Board, he/she is obligated to inform the Director of that opinion. It is then the responsibility of the Director with the possible conflict to resolve the situation.

Any questions of possible ethics violations shall be subject to the state conflict of interest statutes and/or the City of Georgetown Ethics Ordinance and be processed accordingly.

Section 3.07 BOARD'S RELATIONSHIP WITH THE CITY

In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee to the City Manager. The City Manager may approve such requests for assistance from the Board when he or she finds such requested services are available within the City

and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 3.08 of these Bylaws.

Section 3.08 CONTRACTS FOR SERVICES

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City Council for the services provided by the General Manager, Finance Manager, the City Attorney, and other City services/functions and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the City Manager's Office, the staff and employees of the Economic Development department, the City Attorney, and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere or conflict with the other duties of such personnel of the City. Utilization of the aforesaid city staff shall be solely by a contract approved by the City Council.

Section 3.09 TRAINING REQUIREMENTS

All members of the Board, the General Manager, the Finance Manager and the Director of the City's Economic Development department shall be required, at the expense of the Corporation, to comply with all training and educational requirements as specified by state legislation, the Texas Governor's Office of Economic Development, and rulings of the Texas Attorney General and the Texas Comptroller, as amended from time to time.

If a Board member fails to comply with these requirements, the City Council shall consider the specific situation and may remove the member from the Board at its discretion.

ARTICLE IV. CORPORATION SEAL

The Board may obtain a corporate seal which shall be a star with the words Georgetown Economic Development Corporation, but these Bylaws shall not be construed to require the use of the corporate seal.

ARTICLE V. FISCAL YEAR

The fiscal year of the Corporation is October 1 through September 30.

ARTICLE VI. FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 6.01 GENERAL MANAGER

The City Manager of the City of Georgetown, Texas, shall be the General Manager of the Corporation and be in charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

The General Manager shall employ such full or part-time employees as are needed to carry out the programs of the Board. These employees shall be employees of the City or another city-authorized entity focused on economic development, and they shall perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 3.08 of these Bylaws. The General Manager shall have the authority, and subject to provisions of the City Charter and policies and procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees, as well as to delegate such of the General Manager's responsibility as the General Manager deems appropriate.

Section 6.02 FINANCE MANAGER

The Finance Manager shall be the City's Director of Finance & Administration. The Finance Manager shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in compliance with City of Georgetown's financial policies. When necessary or proper, the Finance Manager, or designee, shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. The Finance Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The Finance Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by resolution. The Finance Manager shall also coordinate an annual audit of the Corporation's Financial Statements by an independent outside audit firm approved by the City Council. With approval of the General Manager, the Finance Manager may delegate such of the Finance Manager's responsibility as the Finance Manager deems appropriate.

The Finance Manager shall submit a report to the Board each month, in sufficient detail, of all checks or drafts issued on behalf of the Corporation for the previous month. The Finance Manager shall provide a quarterly financial report to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City.

Section 6.03 EX-OFFICIO MEMBERS

The City Council may appoint Ex-Officio members to the Board as it deems appropriate. These representatives shall have the right to take part in any discussion in open meetings, but shall not have the power to vote in the meetings or the right to attend executive sessions, unless specifically invited to attend by the president. Ex-Officio members shall serve a term of one year.

Ex-Officio members shall be required to take an Oath of Office and abide by, and be subject to, any City Code of Ethics.

Section 6.04 PARTICIPATION IN BOARD MEETINGS

The General Manager and Finance Manager shall have the right to take part in any discussion of the Board, Board committees or subcommittees thereof, including attendance in executive sessions (when invited by the president to the executive session), but shall not have the power to vote in any meetings attended.

Section 6.05 DUTIES OF THE BOARD

The Board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for allowable expenditures approved within the Bylaws Section 2.11. The Board shall make a semi-annual report to the City Council including, but not limited to the following:

(1) A review of the accomplishments of the Board in the area of economic development; and

(2) The activities of the Board for the budget year addressed in the annual financial report, together with any proposed change in the activity as it may relate to economic development.

The Board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Board.

Section 6.06 ANNUAL CORPORATE BUDGET

At least thirty (30) days prior to September 1st, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the Corporation shall be the same as the fiscal year of the City of Georgetown. The budget shall be in such form as may be prescribed from time to time by the City Council or directed by the

Corporation's Board of Directors. The budget proposed for adoption shall include the projected operating expenses, administrative expenses, debt servicing, cash reserves, contingency funds, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council. In establishing its budget and in responding to unanticipated Projects during the year, the Board shall fairly and equally consider Projects in the following categories:

1. Industrial development
2. Commercial development (including, but not limited to, Projects within the Downtown District and redevelopment areas designated by the City Council)

Each approved request from the Board for Project funding must be made in the form of a Resolution to formally expend and approve Projects, and accompanied by a specific determination of eligibility of the Project for 4A funding under the Act.

Section 6.07 FISCAL POLICY

The Corporation will adhere to the City's Fiscal & Budgetary Policy as amended annually to guide the overall financial condition and operations of the Corporation. In addition to these policies, the Corporation will:

1. Balance the Corporation's funding capacity between the various types of opportunities described in Section 6.06 1 & 2 above, with none of these categories receiving more than 50% of the total bonding capacity in any fiscal year of the Corporation. Exceptions to this rule may be approved by the Board by a supermajority vote of the members of the Board. Exceptions shall also be approved by the City Council.
2. The Corporation must enter into a Performance Agreement for any "Project", incentive or expenditure made on behalf of a business, per Section 40 of the Act.
   - The Performance Agreement must provide a schedule of additional payroll of jobs to be created or retained and/or capital investment to be made as consideration made by the Corporation under the agreement.
   - The Performance Agreement, at a minimum, must specify the terms under which repayment must be made to the City if the business enterprise fails to meet the performance requirements as specified in the agreement.

Section 6.08 FINANCIAL BOOKS, RECORDS, AND AUDITS

The Finance Manager shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

The Board shall, no later than February 1st of each year, submit to the Texas Comptroller a financial report in the form required by the Comptroller, as required by the Act. The City shall, at all times, have access to the books and records of the Corporation. The Corporation shall be subject to the Public Information Act (Chapter 552, Government Code).

Section 6.09 DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS

All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing the Corporation, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized by the City Investment Policy. The Finance Manager shall designate the accounts and depositories to be created and designated for such purposes, and methods of withdrawal of funds for use by and for the purposes of the Corporation. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article III, Section 3.08, of these Bylaws.

Section 6.10 EXPENDITURES OF CORPORATE MONEY

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of Bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to Section 6.06 of these Bylaws and the following limitations:

1. Expenditures that may be made from a fund created from the proceeds of Bonds, and expenditures of monies derived from sources other than the proceeds of Bonds may be used for the purposes of financing or otherwise providing one or more Projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.

2. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Act.

No Bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such bonds.

Section 6.11 CONTRACTS

As provided herein, the president and secretary, with approval of the City Council, shall enter into any contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done. Once approved by the City Council, all Corporation contracts will then be signed by either the president or secretary.

ARTICLE VII. MISCELLANEOUS

Section 7.01 NOTICES AND WAIVERS

Whenever under the provisions of these Bylaws notice is required to be given to any Director or officer, unless otherwise provided, the notice may be given personally, or it may be given in writing by depositing it in the post office or letter box in a post paid envelope or postal card addressed to the Director or officer, at the address as it appears on the books of the Corporation, and the notice shall be deemed to be given at the time when it is mailed. Whenever any notice to Directors or officers is required to be given by law, or by these Bylaws, a waiver in writing signed by the person or persons entitled to the notice, whether before or after the time stated shall be deemed the equivalent of notice. This paragraph does not eliminate the requirement to comply with the Open Meetings Act.

Section 7.02 APPROVAL OF THE CITY COUNCIL

To the extent these Bylaws refer to any approval or other action to be taken by the City, that approval or action shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the City Council.

Section 7.03 ORGANIZATIONAL CONTROL

The City Council at its sole discretion, and at any time, may alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to any limitation on the impairment of contracts entered into by such Corporation. The foregoing

notwithstanding, the City, at all times during which any indebtedness of the Corporation, the interest on which is exempt from federal income taxation, remains outstanding, will maintain a beneficial interest in the Corporation.

Section 7.04 INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee or representative of the City, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these Bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any Director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

ARTICLE VIII. PROVISIONS REGARDING BYLAWS

These Bylaws shall become effective only upon the occurrence of the following events:

(1) The adoption of these Bylaws by the Board; and

(2) the approval of these Bylaws by the City Council.

These Bylaws may be amended at any time and from time to time either by majority vote of the Directors then in office with the approval of the City Council or by the City Council itself, at its sole discretion.

These Bylaws shall be liberally construed to effectuate their purposes. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person

or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE IX. DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation after payment of all obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City of Georgetown, Texas.

I hereby certify that the foregoing Bylaws are the true and correct Bylaws of the Corporation as approved and adopted by the City Council on the ____ day of _____, 2019.

THE CITY OF GEORGETOWN **ATTEST**:

_____ _____

Dale Ross, Mayor Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Charlie McNabb, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared Dale Ross, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019.

_____
Notary Public, State of Texas
My commission expires: _____

I hereby certify that the foregoing Bylaws are the true and correct Bylaws of the Corporation as adopted by the Corporation on the ____ day of _____, 2019.

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

By:_____
President

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this _____ day of _____, 2019.

_____
Notary Public, State of Texas
My commission expires: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING AND ADOPTING THE ATTACHED BYLAWS AS AMENDED FOR CITY OF GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION; PROVIDING A CONFLICT CLAUSE AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council periodically reviews processes used by the City's advisory boards and commissions; and

WHEREAS, the City Council finds it in the best interest to update the signatory authority used by the Georgetown Economic Development Corporation to accurately reflect current best practices and automated workflows being implemented by the City; and

WHEREAS, the attached Bylaws have been amended pursuant to City Council direction.

NOW THEREFORE BE IT RESOLVED:

SECTION ONE. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION TWO. The Bylaws of the Georgetown Economic Development Corporation are amended to read as set forth in Exhibit A:

Exhibit A — "Georgetown Economic Development Corporation Bylaws"

SECTION THREE. If any provision of this Resolution or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

SECTION FOUR. This Resolution shall be effective immediately.

SECTION FIVE. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This Resolution shall become effective upon its adoption.

PASSED AND APPROVED on the _____ day of April, 2019.

ATTEST: CITY OF GEORGETOWN, TEXAS

_____ By: _____

Robyn Densmore, City Secretary Dale Ross, Mayor

APPROVED AS TO FORM:

_____

Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Forwarded from General Government and Finance Advisory Board (GGAF):
Consideration and possible action to approve an **ERP Project Manager/Testing Lead** to assist with the **Workday implementation** utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with **GTS Technology Solutions** in the amount of **$216,000** -- Leigh Wallace, Finance Director

ITEM SUMMARY:

The HR Director and Finance Director presented a Workday Project Update to Council during the afternoon workshop on April 9, 2019. The Workday project team is now 6 months into the 24 month implementation project. During Phase I HR/Payroll, the City's third-party project manager assessed the skills of all project team members. The project manager notified the Executive Steering Committee that a major gap in team skills was someone to lead testing for all phases. The team is requesting this additional one-time implementation resource to write test scripts, teach City staff how to test, oversee testing, and analyze results to provide input on readiness for go-live.

The City of Georgetown, following the Texas Department of Information Resources Best Value IT Staff Services Process has identified an Enterprise Resource Planning (ERP) Project Manager/Testing Lead that meets the needs of the City and has expert level Workday testing experience and support for testing implementations of the Workday system. The staffing services will be utilized for a 10-month engagement.

Candidate resumes for the ERP Project Manager/Testing Lead role were submitted from GTS that has a contract with DIR. After reviewing the applications received and reference checks, interviews were scheduled with Finance, IT and HR team members. After the interview performed, the selection team met to discuss the candidate. After discussion the team unanimously agreed that this candidate is a perfect fit for our immediate needs for Workday testing.

The staffing services will be procured through GTS Technology Solutions utilizing Texas DIR contract DIR-TSO-3504.

This contract was recommended 5-0 at the March 27th General Government and Finance Advisory Board meeting.

FINANCIAL IMPACT:

Total cost of the staffing services for 10 months is estimated at $216,000. This estimate is provided based on a maximum 1728 hours. Actual working time will exclude city holidays. Hours worked will be reported and monitored on a weekly basis and approved by the City's Assistant IT Director before they can be billed.

Funding is available through the remainder of Fiscal Year 2019 (May – Sept) by reallocating existing resources such as project contingency, vacancy savings in Finance, and excess IT fund balance. Funding in FY2020 for the remainder of the contract is dependent upon Council approval of a budget request for these one-time implementation costs. The DIR contract allows for termination for non-appropriation.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

MichelleSmith _Resume
Quote
DIR Contract

GTS
TECHNOLOGY SOLUTIONS

PRESENTED BY: JENNY KERTSOS

MICHELLE SMITH

PROFESSIONAL SUMMARY:

Strong leadership and communication skills. Able to handle multiple projects; detail oriented and deadline driven. Exceptional Test and Project Management skills. Strong verbal and written communication skills. Track record of on-time, on-budget, delivery of projects. Comes highly recommended. Experience developing Test Plans, Test Schedules, Project Plans, Project Leadership, Talent and Recruitment Management. Issues/Action Items and Project Metrics. Expertise with a variety of Human Resource Management, ERP and Payroll Strategies. Areas of specialization include:

- Employee populations exceeding 100,000
- Project Management
- Test Management
- Systems Implementation Management
- Integrations- Payroll, EIB, Web Service
- Weekly, Bi-weekly, Salaried, Commissions, Stock and Union payrolls Payroll Journal Entries and Reconciliations G/L and Bank Reconciliations, Financial Reporting, Month-end close, and Budgeting
- Payroll Tax, Sales and Use, Property Taxes, Quarterly and Yearend Tax Filings and Reporting
- Payroll Systems Conversions and Implementations, SOW Development Human Resource Management Analysis and compliance reviews
- Design and Requirement Document Writing
- Policies and Procedures

TECHNICAL SKILLS:

Tools:	HP Quality Center ALM SDLC tool set, Microsoft Project 2007, PowerPoint, Visio, SharePoint. Unix, SQL Multiple Systems: Workday 24, 26, 27 (EIB, Studio/Connector, PeopleSoft, ADP, PCPW, Enterprise, Payforce, Lawson, Workforce, SAP, Ceridian, PayXpert, Oracle, Ultipro, Great Plains, JD Edwards, People Tools.
Time/Attendance:	Kronos, Peoplesoft Time & Labor, ADP Vantage, Payforce, Enterprise, EZ Labor, ETime Multiple Reporting Systems: Access, Reportsmith, SalesForce, Crystal Reports, Discovery, Toad, HP Quality Center
General Ledger Reporting/Reconciliations:	Peoplesoft, Lawson, Ultipro, SAP, Oracle, Access, JD Edwards, Workday Financials

PRESENTED BY: JENNY KERTSOS

MICHELLE SMITH

PROFESSIONAL EXPERIENCE:

Consultant **2006 - Present**

ERCOT Council of Texas – Austin, TX **04/2016 - Present**
Workday Testing Manager

- Managing project testing activities for Workday (HCM/FIN/KAINOS smart) system implementation for project timelines, resources. Weekly status reporting to Steering Committee. Managing the client's Workday testing team and business testers. ESS and MSS.
- Created HCM and FIN business requirements test matrix.
- Core HCM/Payroll; Payroll Interfaces.
- IT Testing and Test management processes and procedures
- Writing Testing Strategy and Test Plan for Functional, End to End, UAT, Payroll Parallel, Gold Validation and Cutover activities, Staff Training and Test Management Processes and Procedures.
- EIB, Core Connectors, Configuration, Data Conversion
- Systems/interfaces for inbound and outbound.
- Data Conversion from the current ADP, Peoplesoft systems to Workday.
- Partnered with client's system implementer Engagement Manager, coordinated across all business areas to oversee the effort of integrations, UAT, Parallel Payroll and Gold Validation and Cutover Testing. Accountable for the tracking of all defects, resolution, and escalation of risks identified during testing in Quality Center and Kainos testing tool. Generating reports for daily statuses and reporting to Steering Committee.
- Signing off on all test plans and test report and directing the activities of testers on a day-to-day basis based on the project plan and required tasks
- Quality Assurance Test Data Management, Quality Center, SharePoint 2013. Operation Readiness planning, training and execution prior to Go-LIVE

Campbell Soup - Camden, NJ **01/2015 – 02/2016**
Workday Test Manager

- Managing a team of 15 on Peoplesoft 9.1 HCM/Financials to Workday 24 for 14,000 employees
- Project Plans, Managing Budget and Resources and Timelines.
- Domestic and International.
- Payroll Compensation, HCM, Recruiting, Talent, HR Benefits
- Configuration, Integrations, Data Analysis and Mapping.
- Time and Labor, Payroll Parallel Testing-Test Plans, Test Cases, Cutover
- Operational Readiness Training
- Defect Management-Troubleshooting, Resolution-ALM (HP) Quality Center
- Ad-Hoc Reporting

PRESENTED BY: JENNY KERTSOS

MICHELLE SMITH

T-Mobile - Seattle, WA **07/2014 – 01/2015**
Project Lead

- Project Lead on Implementation from Peoplesoft 8.9 to Peoplesoft 9.2 HCM and Financials
- System Design Documents, Integrations
- Kronos In Touch Time Configuration
- Test Strategy, Test Cases
- End User Training, Reporting

Tribune Publishing – Dallas, TX **04/2014 –07/2014**
Workday Payroll Lead Consultant

- Project Lead for team of 10 from ADP Payforce to Workday Implementation for 20,000 employees
- Payroll, HCM, HR Benefits
- Onshore and Offshore
- System Design, Configurations, Integrations
- Payroll Parallel Testing, End User Training
- Custom Reports, System Security

T-Mobile - Seattle, WA **09/2013 – 04/2014**
Project Manager

- Kronos v6.3 for WTK, WFF, WFS, and Analytics for 7000 employees.
- All aspects of the project for Payroll/ Time and Attendance
- System Analysis, Requirements Gathering and Configuration
- Writing Functional Design Documents and Blueprints
- In Touch Time Configuration
- Parallel Testing
- End User Training
- Establishing Payroll and Timekeeping Processes internally
- Reporting
- System Security

AT&T - Richardson, TX **08/2012 – 08/2013**
SR. Business Analyst

- Sr. Business Analyst for Implementation for 140,000 employees, Peoplesoft 9.2 HCM/Financials, Kronos v6.2
- Employee Setup

PRESENTED BY: JENNY KERTSOS

MICHELLE SMITH

- Writing Systems Requirements, Desktop Procedures
- Test Plans, Unix Updates, Connect Enterprise, Analytics, Configuration, Test Scripts
- Writing Business Requirements
- Testing of Processes, System Parallels, End User Training
- Project Reporting, Daily Status, Forecasting
- HP Performance Quality Center, Sharepoint, Reqpro

Rowan Oil & Gas – Houston, TX **01/2012 – 08/2012**
Project Implementation Lead

- Lead SAP Core HR/Payroll Implementation for Payroll ADP Payforce Compensation HR. Benefits, for 3,000 employees.
- Month End, GL Reconciliation
- Configuration End user training.
- Documentation of processes and procedures.
- Crystal Reporting & Dashboard Design, Comparison and Analysis, Forecasting

Direct General Insurance - Nashville, TN **07/2011 – 12/2011**
Project Lead

- Managing Peoplesoft Payroll Dept. of 10 Payroll Specialists for 7500 employees
- Tax Filing. G/L Reconciliation, Administrative Unix Support. Project Lead on HR/Payroll Kenexa Onboarding
- System Security, Training, Reporting, CATS Time and Attendance, Policies and Procedures

MetroPCS - Dallas, TX **07/2010 – 07/2011**
Project Manager

- Project Lead for Implementation from Ultipro to Workday v14
- Implementation from TimeCentre to Kronos 6.1 time and attendance, Scheduling
- Gap Analysis, Configuration, System Requirements, Test Plans and Test Scripts
- Tax Filing, G/L Reconciliations. Policies and Procedures, Reporting.
- End User Training, Administer Unix Support, Administration, System Security.

Celanese Chemicals - Dallas, TX **09/2009 – 06/2010**
Project Manager

- Payroll Project Manager on SAP Project for international payrolls, CATS, reconciling and filing multiple year tax issues for payroll utilizing PeopleSoft. Implementation of tax filing from in-house to PeopleSoft 9.0.
- Brink's Home Security – July 2009- September 2009 Dallas, TX

PRESENTED BY: JENNY KERTSOS

MICHELLE SMITH

- Project Manager on Reconciliation Project, reconciling multiple year tax issues; payroll, sales and use tax.
- Developed policies and procedures for payroll tax reconciliation in PeopleSoft 8.9 and desktop Procedures for payroll processing utilizing ADP, PeopleSoft 8.9 and Reportsmith for Reporting.

Medical Edge Health Care - Dallas, TX **06/2009 – 07/2009**
Kronos Functional Lead

- Managed payroll implementation from ADP to Lawson 9.0
- Kronos Timekeeper 6.0 implementation, JD Edwards Financials
- Payroll and General ledger implementation, training and interfacing with Hospital users.

ADDITIONAL WORK EXPERIENCE:

Crump Insurance - Dallas, TX 10/2008 - 06/2009
Project Manager

Idearc Media - Dallas, TX 04/2008 - 09/2008
Payroll/Tax Project Manager

Bowne - Dallas, TX 02/2006 - 02/2008
Payroll Project Manager

Adams Mark Hotel – Dallas, TX 10/1999 - 02/2006
Payroll Project Manager

Boeing Aircraft – Shreveport, LA 04/1994 – 08/1999
Payroll Manager

WFI, Inc. – Houston, TX 12/1992 – 03/1994
Payroll Manager/Accounting Manager

EDUCATION:

Texas School of Business, Houston, Texas, Business Accounting
Houston Community College, Houston Texas-Business Administration

9211 Waterford Centre Blvd, Suite 125
Austin, TX 78758

3/20/2019
Greg Berglund

GTS DIR#-TSO-3504

Re: Quote for Michelle Smith
Project Manager 2 Emerging (Testing Lead)
$125.00 per hour
1728 hours
Total……..$216,000.00

Thank you,

JENNY KERTSOS
Account Executive, Staffing

P 540.847.2996 **F** 512.452.0691
jenny.kertsos@gts-ts.com

Scope of Services

Pursuant to the DIR-TSO-3504, GTS shall provide Michelle Smith as Project Manager 2 Emerging at the rate and rank as provided above for City of Georgetown's implementation of the Workday ERP System (the "Project"). The Project Manager will be the project lead/manager for testing and will be on-site at the City for 10 months. Michelle Smith, or any candidate provided as a replacement pursuant to the terms of DIR-TSO-3504, must have the following skills and perform the following services:

With testing experience and expertise, the Project Manager for Testing must be able to develop test plans, manage deadlines, scope deliverables, provide updates, and have a proven track record of coming in on time and under budget. The Project Manager for Testing will lead the Workday testing process and create an end-to-end test plan, executing the plan and managing all activities in the plan to ensure that all objectives are met and that the solution works as expected.

- Partner with Project Leadership team, and Implementation Partner Experts to define Test Strategy, key testing phases and execution approach.
- Develop detailed test plans in terms of functionality, performance, reliability, stability and compatibility with other legacy- and/or external systems
- Evaluates, recommends, and implements automated test tools and strategies
- Design testing processes that would support training objectives; coordinate closely with training teams to get UAT participants ready for test execution
- Work with subject matter experts to create clear consolidated test plan based on individual workstream plans (System, Configuration, E2E, Regression and UA testing)
- Guide Project SMEs on how to build effective, efficient and repeatable test cases to streamline testing processes
- Provide guidance on how to record clear testing results, investigate testing issues, and how the team should provide feedback on root failure cause and potential remediation activities
- Define, create and roll out process and tools to capture execution sequencing, test scenarios, test data requirements, expected results for functional and integration tests (to and from Workday with various internal and external applications)
- Expert knowledge of developing, maintaining, and upgrading test scripts
- Also writes, implements, and reports status for system test cases for testing
- Analyzes test cases and provides regular progress reports
- Participates in the testing process through testing, test review and analysis, test witnessing and certification of software
- Experience leading the testing process through test review and analysis
- Provide a "trusted expert advisor" role as a Subject Matter Expert for technical services, to both internal and external customers, ranging from formal advice to internal and external customer presentations
- Institute standard, metric-based test and defect status reporting
- Ability to manage projects and drive to completion
- Excellent verbal and written skills

The Project Manager will represent the interest of the City of Georgetown and be responsible for working with the implementation team.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

ARC GOVERNMENT SOLUTIONS, INC.

1. DIR acknowledges the name change of this contract to ARC Government Solutions, Inc. from Austin Ribbon & Computer Supplies, Inc., effective as of the last date of signature; DIR shall change the contract documents hereafter to ARC Government Solutions, Inc.

2. ARC Government Solutions, Inc. hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Vendor. ARC Government Solutions, Inc. hereby represents to DIR that by the effective date of this Contract that it is registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.

3. Introduction

A. Parties
This Contract for Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and ARC Government Solutions, Inc. ("Vendor"), with its principal place of business at 9211 Waterford Centre Blvd., Ste. 202, Austin, TX 78758.

B. Compliance with Procurement Laws
This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-242, on March 29, 2016, for Information Technology Staffing Augmentation Contracts. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-242 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence
This Contract; Appendix A, Standard Terms and Conditions For Information Technology Staff Augmentation Contracts (ITSAC); Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Services and Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-242, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-242, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1 and finally Exhibit *2*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

4. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. If there are no sales at the end of the initial term, this Contract will not be extended. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

5. Service Offerings

Services available under this contract are limited to information technology staff augmentation services as specified in Appendix C, Services and Pricing Index.

6. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

7. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1.00 %). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000.00 shall be $1,000.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

8. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Shannon Kelley, CTPM, CTCM
Manager, Enterprise Contract Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 463-7666
Facsimile: (512) 475-4759
Email: Shannon.Kelley@dir.texas.gov

If sent to the Vendor:
Ryan Grant
Austin Ribbon and Computer Supplies, Inc.
9211 Waterford Centre Blvd., Ste. 202
Austin, TX 78758
Phone: (512) 452-0651
Facsimile: (512) 452-0691
Email: ryan.grant@arc-is.com

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Information Technology Staff Augmentation Services (ITSAC).

No exceptions have been agreed to by DIR and Vendor.

Remainder of page intentionally left blank

This Contract is executed to be effective as of the date of last signature.

ARC GOVERNMENT SOLUTIONS, INC.

Authorized By: _signature on file_

Name: _Ryan Grant_

Title: _President_

Date: _7/21/2016_

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _signature on file_

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _7/28/2016_

Office of General Counsel: DB 7/28/2016__

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR
INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES (ITSAC)

GTS TECHNOLOGY SOLUTIONS, INC.

formerly

ARC GOVERNMENT SOLUTIONS, INC.

1. DIR acknowledges the name change to GTS Technology Solutions, Inc. from ARC Government Solutions, Inc. with its principal place of business at 9211 Waterford Centre Blvd, Suite 202, Austin, TX 78758. Effective date of change is September 26, 2016. DIR agrees to change all contract files to the new name.

2. GTS Technology Solutions, Inc. hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-3504 to the same extent as if it had been an original party thereto.

3. GTS Technology Solutions, Inc. also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

4. GTS Technology Solutions, Inc. hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.

All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1 and then the Contract**.**

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign.

GTS TECHNOLOGY SOLUTIONS, INC.

Authorized By: signature on file

Name: Ryan Grant

Title: President

Date: 10/21/2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/27/2016

Office of General Counsel: DB 10/25/2016

Amendment Number 2
to
Contract Number DIR-TSO-3504
between
State of Texas, acting by and through the Department of Information Resources
and
GTS Technology Solutions, Inc.

This Amendment Number 2 to Contract Number DIR-TSO-3504 ("Contract") is between the Department of Information Resources ("DIR") and GTS Technology Solutions, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract, is amended by the addition of the following:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through July 28, 2019, or until terminated pursuant to the termination clauses contained in the Contract. The contract will renew automatically in one-year increments for one (1) additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

   Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. Contract, Section 6. Notification is hereby amended as follows: All notices under this Contract shall be sent to a party at the respective address indicated below.

   If sent to the State:
   Kelly A. Parker, CTPM, CTCM
   Director, Cooperative Contracts
   Department of Information Resources
   300 W. 15th St., Suite 1300
   Austin, Texas 78701
   Phone: (512) 475-1647
   Facsimile: (512) 475-4759
   Email: kelly.parker@dir.texas.gov

3. Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated 03/22/2016, is here by restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Information Technology Staffing Augmentation Contracts (ITSAC) dated 09/29/2017.

   All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 2, Amendment Number 1, and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 7/28/2018.

GTS Technology Solutions, Inc.

Authorized By: Signature on File

Name: Ryan Grant

Title: President

Date: 7/10/2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/16/2018

Office of General Counsel: DB 7/11/2018

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

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Appendix A Standard Terms and Conditions for INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT (ITSAC)

1. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

2. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third-party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract - the document executed between DIR and Vendor into which this Appendix A is incorporated.

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D. CPA – refers to the Texas Comptroller of Public Accounts

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

G. State – refers to the State of Texas.

H. DIR – refers to the Department of Information Resources.

I. Acceptable Candidate – refers to a candidate that meets the stated requirements pursuant to a Work Order Solicitation and is correctly identified and priced using the ITSAC Category Pricing as defined in Exhibit B.

J. Active Vendor – refers to Vendors that are given access to opportunities presented through Work Order Solicitations.

K. Best Value Selection – refers to Work Order Solicitation selections made by Customers that do not follow the competitive posting and review process. The Customer informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection. Customer will determine the criteria for Best Value Selection and whether or not to use this procurement.

L. Evaluation Period – refers to the three-calendar month period that coincides with the State fiscal calendar. The evaluation periods are September 1, to November 30: December 1 through February 28; March 1 to May 31 and June 1 through August 31st.

M. Evaluation Status – refers to the evaluation that is provided quarterly. It is one of two values: Acceptable or Unacceptable. Vendor shall be evaluated on its performance relative to the performance of other Vendors in the same grouping.

N. Hourly Rate – refers to the rate that is charged by the Vendor and paid by the Customer for services rendered by Worker(s) under this contract. It is calculated and communicated in terms of dollars per hour.

O. Interviewed Candidate – refers to an Acceptable Candidate that was interviewed by the Customer pursuant to a Work Order Solicitation.

P. Invoice – refers to a Customer approved instrument submitted by Vendor for payment of services.

Q. ITSAC – refers to the IT Staff Augmentation Contract document executed between DIR and Vendor.

R. Not to Exceed (NTE) – refers to the maximum hourly rate for which a Vendor has agreed to provide Worker(s). By this contract, Vendor can provide Worker(s) at a lower hourly rate, but not a higher hourly rate.

S. Opportunity Response Time – refers to the time within which a Vendor is expected to respond to a Work Order Solicitation with the appropriate resume(s). The metric used for expected opportunity response time is as established by the Customer.

T. Placed Candidate – refers to an Interviewed Candidate that was selected by the Customer pursuant to a Work Order Solicitation.

U. Purchase Order – refers to the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

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V. Rate Schedule – refers to the set of competitive, market driven, standardized rates that will document the NTE hourly rates for ITSAC Workers.

W. TPASS – refers to the Texas Procurement and Support Services Division of the Comptroller of Public Accounts (CPA).

X. Vendor – refers to awarded Information Technology Staff Augmentation Contract (ITSAC) Vendor.

Y. Worker(s) – refers to identified individual(s) who perform authorized services under the supervision of Vendor for DIR Customers and who are employees and/or subcontractors of the Vendor.

Z. Work Order Solicitation – refers to a document submitted to Vendor by DIR outlining the description of services to be performed for a specified DIR Customer. Work Order Solicitation will include: Number of Workers, Worker skills and qualifications required by the DIR Customer, the number of hours to be worked, duration of engagement with the DIR Customer, authorized travel, and other relevant information. The term also includes Best Value Selections made by Customers, in which the Customer defines Best Value Selection and informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection.

3. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas

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and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR do not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than two years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority,

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power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

4. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

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3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third-Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to

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Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have, or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

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G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third-Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third-Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

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K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

5. Terms and Conditions Applicable to State Agency Purchases Only

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later thirty (30) days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a

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reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days from the effective date of the Contract, Vendor will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the services awarded and services description;

b) contact information (name, telephone number and email address) for Vendor;

c) instructions for obtaining quotes and placing Purchase Orders;

d) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

e) a link to the DIR "Cooperative Contracts" webpage for ITSAC Contracts; and

f) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or

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inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

C. Services Warranty and Return Policies

Vendor will adhere to the Vendor's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

D. DIR Logo

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

E. Vendor Logo

If DIR receives the Vendor's prior written approval, DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the

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Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

G. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor will be required to attend an orientation meeting to discuss the content and procedures of the Contract to included reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

H. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

I. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the services.

7. Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A-E.

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor.

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B. Invoices

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

The administrative fee specified in Section 5.A., DIR Administrative Fee, of the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

D. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

E. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. "Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer."

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8. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, C-D

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of pricing and monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager the assigned Contract Manager is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15^{th}) calendar day of the month following the month of the sale. If the 15^{th} calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected

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and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

If Vendor submits three (3) monthly sales reports or cost recovery fee payments late within a 12-month period beginning upon execution of this Contract, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly sales report, Vendor will pay DIR one hundred dollars ($100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of $1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars ($100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of $1000 for late monthly administrative fee payments. DIR does not waive any other contractual remedy pursuant to this Contract.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee

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payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and administrative fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third-party audit of the Vendor's records as specified in C.3 at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH 1).

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall

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provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W.

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

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DEFENDANTS IN ANY LAWSUIT A ND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES

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OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)*

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maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xvii) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

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G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the Certification Statement of Exhibit A of the RFO and/or Section 9.C. (xii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

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K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in

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effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 PER ACCIDENT, $1,000,000 DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and

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regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security[1]s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Managed Services Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or

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(ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

10. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

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2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.1115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be

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ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 19.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 3.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to

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provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

11. Statement of Services to Be Performed

A. Vendor shall provide Worker(s) to DIR Customers to perform services that are defined in the Work Order Solicitation, in accordance with the terms and conditions of the Contract. Workers provided by Vendor shall possess qualifications that meet or exceed those specified in the Work Order Solicitation and will perform the functions as outlined in the Work Order Solicitation at the rates quoted therein. All travel is subject to the prior, written approval of the Customer.

B. Vendor understands that this is a non-exclusive, indefinite quantity contract. DIR makes no representations or warranties that Vendor shall receive any number or volume of Work Order Solicitations hereunder.

12. Work Order Solicitation / Purchase Order Issuance

A. In order to be awarded a Purchase Order hereunder, except for Best Value Selection, Vendors will respond to Work Order Solicitation(s) for services as issued by DIR on behalf of its

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Customers, consistent with the Terms and Conditions of this Contract. Vendor understands that no work under any Purchase Order issued by Customer shall commence until receipt of Purchase Order. Vendor will perform in accordance with the terms and conditions of the Customer Purchase Order.

B. Customer specifications may include pre-selection requirements that potential Vendors (and their Worker) submit to and satisfy criminal background checks as authorized by Texas law.

C. Vendors cannot submit resumes outside of the process for competitive solicitations. (except when customer is using best value).

D. Vendor shall direct all communications concerning this Contract and any Work Order Solicitation(s) to DIR except for Customer initiated communications, the interview, the hiring process and Best Value Selections.

E. Vendor is prohibited from submitting a substitute candidate during the interview process if the original candidate is no longer available. Vendor may offer a replacement candidate, if the Purchase Order (PO) has been issued and the original candidate is no longer available.

F. Duplicate submissions of a candidate will be disqualified, if one or more Vendors submit the same candidate for the same competitive solicitation.

G. Together with each resume submitted, Vendor must submit a Right to Represent, signed by the proposed Worker, authorizing the Vendor to submit Worker's resume for that Work Order Solicitation. If Multiple Vendor's submit resumes and a Right to Represent for the same Worker for a given Work Order Solicitation, then that worker will be disqualified from consideration for the Work Order Solicitation.

H. DIR will not promulgate a standard candidate resume format/layout. Awarded Vendor may submit candidate resumes in desired company format/layout. DIR will require Vendor to submit the approve DIR cover sheet with the candidate resume.

I. Best Value Selections. Customer shall select the candidate and provide DIR with the appropriate procurement documentation to support the selection.

13. Hourly Rates

A. The Vendor shall quote hourly bill rates to DIR in response to Work Order Solicitation(s) provided by DIR on behalf of its Customer during the term of this Contract. Hourly bill rates shall not exceed awarded NTE bill rates in this Contract. Hourly rates quoted in a particular Purchase Order shall remain valid for a period of time specified in the Purchase Order. Vendor shall not increase its rates under any Purchase Order, including amendments/Purchase Order Change Notice (POCN) thereto, without the express prior written approval of Customer. In the event, that the Vendor submits an hourly bill rate that exceeds the NTE bill rate in the contract, the candidate will be submitted to the customer with an hourly bill rate that is reduced to the NTE hourly bill rate in the contract.

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B. All quoted hourly bill rates shall include all expenses associated with each candidate, including wages, benefits, DIR Cost Recovery Fee, usual living expenses and costs of commuting to and from the Customer's primary work site designated. Travel reimbursement may be allowed. See Appendix A Terms and Conditions Section 6. C. Payments and Contract Section 4. F. Travel Expense Reimbursement.

C. Payment of work over 40 hours will be at the hourly rate quoted and must be coordinated and pre-approved through the customer.

14. Vendor Suspension

DIR's Right to Suspend Contract for Cause in accordance with this Section. DIR may suspend Vendor's performance of this Contract, in whole or in part, for a period up to 180 calendar days by following the procedure in this paragraph. When a violation of the contract as set forth below occurs, DIR may send a Notice of Intent to Suspend to the Vendor providing the reasons for the proposed suspension. Vendor shall have five (5) business days from receipt of the Notice of Intent to Suspend to provide a written response. At the expiration of the 5 business days, DIR will make a determination whether a violation(s) of the contract occurred. In those instances where a violation is found to have occurred, DIR shall decide on a period of suspension up to 180 calendar days in length and send a written notice of the period of suspension and the related findings to Vendor. The suspension shall be effective from the date of receipt by Vendor. DIR may issue a Notice of Intent to Suspend under the proper circumstances, which include, but are not limited to the events listed below:

1) Vendor or Vendor's Worker(s) no longer holds necessary license(s) or certificate(s) required to perform the work under any Work Order;

2) Vendor falsifies an invoice for services or travel reimbursement;

3) Vendor is prohibited from contacting a Customer to discuss an "open" competitive solicitation during the Work Order Solicitation; however, Vendor is allowed to market their business to Customers.

4) Vendor or its Workers have engaged in practices prohibited in Section 6+, Purchase Orders, Invoices and Payments hereof; Section 8, Vendor Responsibilities; hereof; and Section 7, Intellectual Property Matters, in the Contract;

5) Vendor or Vendor's Worker commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Vendor's performance under this Contract in accordance with its terms.

15. Substitution of Workers

A. During the ITSAC process for competitive Work Order Solicitations, Vendors can only submit candidates to DIR for the positions being solicited and not directly to the Customer.

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B. If Customer determines the Worker does not meet the qualifications needed, has not followed applicable safety standards or for any other reason is unable to complete the assignment satisfactorily, Customer will direct Vendor to resolve the complaint or remove its Worker immediately. If Vendor is unable to resolve the complaint immediately or provide a satisfactory substitute Worker within seven (7) business days, the Purchase Order may be terminated, and Customer may select another Vendor to finish the remaining work as outlined in the Work Order Solicitation

C. If a Worker no longer provides services for Vendor, Vendor shall have up to seven (7) business days to replace the Worker with a substitute satisfactory to DIR and its Customer. Vendor shall use its best efforts to provide a substitute Worker at the same, or a lower rate than that charged for the replaced Worker's services. If the rate for the substitute Worker is higher than the rate charged for the replaced Worker's services and the higher rate is unacceptable to DIR, or if the Vendor is unable to provide a satisfactory substitute Worker within seven (7) business days, the appropriate Work Order may be terminated, and DIR may select another Vendor to finish the remaining work.

D. In the event the Worker cancels his/her obligation without cause prior to the original termination date, Customer may require the Vendor to provide a replacement to complete the obligation that the departing individual did not fulfill. The replacement must be approved by Customer and will be provided at no charge for a time equal to seven (7) business days, not to exceed fourteen (14) business days. This gratis period is to cover the cost to Customer of retraining the replacement individual on the internal Customer systems.

E. Except when a Worker leaves employment voluntarily, the Vendor may not remove a Worker from a project without prior written consent of DIR.

F. Vendor is responsible to retrieve from all Workers as they transition from work on a Work Order, whether voluntarily or involuntarily, all keys, access cards, files, equipment and all other property and security devises that may have been issued to Worker by DIR's Customer and to deliver the items to the Customer.

16. ITSAC Protocol

A. The Vendor shall not hire employees of a DIR Customer and offer such employees as Workers for a Work Order Solicitation on which that employee is currently participating. Unless an employee is released from employment, Vendor shall not hire an employee of another Vendor providing Workers to a DIR Customer and offer such employee as Workers for a Work Order Solicitation on which that Worker is currently participating until such time as the Purchase Order under which that Worker was originally obtained has expired or been terminated pursuant to Section 9.4) b). (Worker/Candidate is responsible for contractual obligations to the Vendor that initially submitted the worker/candidate to the Customer).

B. Worker who is currently on contract to a Customer through the DIR ITSAC program <u>will not</u> be considered for additional DIR Work Order Solicitations having overlapping timeframes. However, at the discretion of a DIR Customer, Workers who are currently assigned to a DIR Customer through the DIR ITSAC program may be considered for additional DIR ITSAC work

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from the same DIR Customer. Vendors shall not submit the names of the same Worker for an overlapping time frame unless previously agreed to by the Customer.

17. Non-Solicitation of State Employees

A. Vendor shall not solicit, directly or indirectly, any employee of DIR who is associated with this Contract for a period of 90 calendar days following completion of the Contract. Further, Vendor shall not solicit for a period of 90 days following completion of the Work Order, directly or indirectly, any employee of a DIR Customer who has participated in any projects on which the Vendor's Workers have been assigned.

B. DIR and its Customer agree not to solicit employees of the Vendor, during the term of the appropriate Work Order, and for a period of 90 calendar days thereafter.

18. Warranty

The Customer has 30 days from the date of signature on the Vendor Invoice to inform Vendor of its determination that the Vendor's employee (candidate) has made errors in completed work. Customer will immediately inform the Vendor of the Customer's determination. Vendor shall make corrections and revisions as necessary to provide the Customer with an acceptable Work Product without cost to Customer. Correction is limited to rework of the unsatisfactory work without change to the original specifications and without regard to the amount of the effort expended on the original work.

19. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

20. Captions

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

- ☉ Section 1 - Respondent and Requisition Information
- ☉ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☉ Section 3 - Self Performing Justification
- ☉ Section 4 - Affirmation

***<u>Continuous Contract</u>:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Rev. 09/15

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Austin Ribbon & Computer Supplies, Inc. State of Texas VID #: 1742339797900

Point of Contact: Ryan Grant Phone #: 512-452-0651

E-mail Address: ryan.grant@arc-is.com Fax #: 512-452-0691

b. Is your company a State of Texas certified HUB? ☑ **- Yes** ☐ **- No**

c. Requisition #: DIR-TSO-TMP-242 Bid Open Date: 04/28/2016 (mm/dd/yyyy)

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☑ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-2 RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Austin Ribbon & Computer Supplies, Inc. does not foresee the need to utilize subcontractors at this time. All services will be performed/fulfilled by ARC personnel.

If this changes in the future ARC will submit a new HUB Subcontracting Plan to DIR.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

signature on file	Ryan Grant	President	4/25/2016
Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Austin Ribbon & Computer Supplies, Inc.
State of Texas VID #: 1742339797900
Point-of-Contact: Ryan Grant
Phone #: 512-452-0651
E-mail Address: ryan.grant@arc-is.com
Fax #: 512-452-0691

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:
Point-of-Contact:
Phone #:
Requisition #: DIR-TSO-TMP-242
Bid Open Date: 04/28/2016 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Vendor Name: GTS Technology Solutions, Inc.

Category	Title	Level	Pricing Not-to-Exceed Rate ($ per Hour)		
			Technology Type		
			Legacy	Core	Emerging
			NTE Rate	NTE Rate	NTE Rate
Applications	Programmer/ Developer Analyst	Developer Analyst 1	$76.42	$73.45	$76.56
		Developer Analyst 2	$81.63	$85.98	$96.52
		Developer Analyst 3	$104.21	$100.40	$113.53
	Programmer/Developer	Developer 1	$72.95	$71.20	$75.01
		Developer 2	$86.84	$83.75	$94.26
		Developer 3	$99.00	$97.25	$109.39
	Software Test Analyst	Software Test Analyst 1	$60.79	$65.28	$71.39
		Software Test Analyst 2	$65.88	$71.07	$82.57
		Software Test Analyst 3	$76.46	$81.99	$96.43
	Technical Writer	Technical Writer 1	$48.17	$51.98	$56.19
		Technical Writer 2	$56.90	$61.03	$65.57
		Technical Writer 3	$66.11	$69.01	$76.10
	Business Analyst	Business Analyst 1	$64.68	$70.15	$76.40
		Business Analyst 2	$85.10	$87.06	$90.01
		Business Analyst 3	$105.94	$105.94	$106.02
	System Analyst	System Analyst 1	$65.25	$65.45	$81.37
		System Analyst 2	$75.77	$87.03	$95.50
		System Analyst 3	$88.43	$102.47	$106.40
Data Management	Database Architect	Database Architect 1	$79.58	$76.68	$83.38
		Database Architect 2	$93.42	$95.23	$97.31
		Database Architect 3	$121.58	$130.26	$130.26
	Data Warehouse Architect	Data Warehouse Architect 1	$88.23	$88.58	$88.58
		Data Warehouse Architect 2	$96.88	$97.26	$101.25
		Data Warehouse Architect 3	$118.10	$118.10	$118.44
	Database Administrator	Database Administrator 1	$78.16	$80.16	$86.63
		Database Administrator 2	$83.04	$93.61	$101.54
		Database Administrator 3	$102.47	$116.37	$118.72
Enterprise Architect	Enterprise Architect	Enterprise Architect 1	$128.52	$130.04	$143.75
		Enterprise Architect 2	$154.58	$168.47	$167.51
Project Management	Project Manager	Project Manager 1	$84.93	$96.73	$105.63
		Project Manager 2	$103.67	$116.33	$125.20
	Project Lead	Project Lead 1	$80.84	$87.16	$94.07
		Project Lead 2	$95.42	$108.37	$116.95
Telecom/Networking	Network Engineer	Network Engineer 1	$77.02	$88.58	$99.07
		Network Engineer 2	$94.21	$113.31	$123.18
	Network Administrator	Network Administrator 1	$55.97	$57.67	$65.73
		Network Administrator 2	$65.75	$76.42	$87.15
		Network Administrator 3	$62.82	$82.15	$90.78
Security	Security Analyst	Security Analyst 1	$88.66	$99.99	$111.48
		Security Analyst 2	$100.51	$113.22	$126.76
	Security Engineer	Security Engineer	$105.78	$119.46	$135.03
	Security Architect	Security Architect	$128.25	$161.97	$161.97
Customer Technical Support	Help Desk	Help Desk 1	$39.95	$42.98	$47.11
		Help Desk 2	$47.00	$53.12	$55.08
		Help Desk 3	$54.92	$58.60	$63.58
	Technical Support	Technical Support 1	$46.13	$42.00	$57.23
		Technical Support 2	$56.73	$58.71	$66.58
		Technical Support 3	$63.20	$67.80	$76.38
Information Technology Service Management (ITSM Operations)	Organizational Change Management/OCM Analyst	OCM Analyst 1	$90.31	$90.31	$90.31
		OCM Analyst 2	$119.84	$119.84	$119.84
IT Marketing	Information Technology Communication Coordinators	IT Communications Coordinator 1	$57.31	$57.31	$57.31
		IT Communications Coordinator 2	$81.63	$81.63	$81.63
Information Technology Training	IT End Users Trainer	End User Trainer 1	$76.42	$76.42	$76.42
		End User Trainer 2	$100.73	$100.73	$100.73
Information Technology Contract Management	IT Contract Manager	IT Contract Manager 1	$97.26	$97.26	$97.26
		IT Contract Manager 2	$118.10	$118.10	$118.10

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Forwarded from General Government and Finance Advisory Board (GGAF):
Consideration and possible action to approve a **Finance Lead** to assist with Finance tasks for the **Workday implementation** utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with **GTS Technology Solutions** in the amount of **$198,720.00** -- Leigh Wallace, Finance Director

ITEM SUMMARY:

The HR Director and Finance Director presented a Workday Project Update to Council during the afternoon workshop on April 9, 2019. The Workday project team is now 6 months into the 24 month implementation project. During Phase I HR/Payroll, the team has struggled to adequately staff both the project and the regular department duties of HR, Finance and IT. The team is requesting this additional one-time implementation assistance to alleviate overlapping project workload for the Controller. The Controller is a key functional lead in Phases I, II and III as the Manager over payroll, Manager of all other Accounting functions, and partner in the budget process.

The City of Georgetown, following the Texas Department of Information Resources Best Value IT Staff Services Process has identified Financial Lead that meets the needs of the City and has an extensive financial background as well as familiarity with City of Georgetown finance practices and processes. The candidate also has extensive experience in the Information Technology field implementing large scale projects similar to the Workday system. The staffing services will be utilized for a 10-month engagement.

Candidate resumes for the Lead Finance role were submitted from GTS that has a contract with DIR. After reviewing the applications received and reference checks an interview was scheduled with Finance and IT team members. After the interview performed, the selection team met to discuss the candidate. After discussion the team unanimously agreed that this candidate is a perfect fit for our immediate needs.

The staffing services will be procured through GTS Technology Solutions utilizing Texas DIR contract DIR-TSO-3504.

The General Government and Finance Advisory Board recommended this contract 5-0 at the March 27 meeting.

FINANCIAL IMPACT:

Total cost of the staffing services for 10 months is estimated at $198,720. This estimate is provided based on a maximum 1728 hours. Actual working time will exclude city holidays. Hours worked will be reported and monitored on a weekly basis and approved by the City's Finance Director before they can be billed.

Funding is available through the remainder of Fiscal Year 2019 (May – Sept) by reallocating existing resources such as project contingency, vacancy savings in Finance, and excess IT fund balance. Funding in FY2020 for the remainder of the contract is dependent upon Council approval of a budget request for these one-time implementation costs. The DIR contract allows for termination for non-appropriation.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

MichaelPeters_Resume
Quote
DIR Contract

GTS
TECHNOLOGY SOLUTIONS

Michael C. Peters

Presented By: Jenny Kertsos

Information Technology Applications and Operations

Driven and results-oriented leader with over 20 years of experience guiding IT software initiatives and process design for diverse corporations. Dedicated to proficiently leading cross functional teams and analyzing existing issues in order to develop advanced solutions that generate improved work flow process and contribute to the achievement of corporate business goals. Areas of expertise include:

Software Implementation • Program Management • Process Design • Project Management • Team Liaison
Applications Management • System Requirements • Testing • Issue Resolution • Research and Analysis System
Configuration • Process Training • Program Management • Cross-Functional Communication

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INDEPENDENT CONSULTANT ● 2015-Present
Assisted with software requirements, vendor/product selection, contract negotiation and acquisition for a $4+ Million implementation of the Itineris Customer Information System (CIS) for a local utility, including limited assistance during the implementation phase. Also coached work teams on leadership processes using methodologies from “Multipliers” by Liz Wiseman and Gallup’s “CliftonStrengths”.

CITY OF GEORGETOWN, Texas ● 2009-2015
Municipal government and electric/water utility for 50,000 citizens north of Austin, TX, with 550 employees and an annual budget of $200+ Million.

Director, Information Technology
Led a staff of 17 providing all IT services for the City and its utilities, including data center operations, application selection and implementation, end user support, etc. Provided IT leadership for numerous application implementations including Enterprise Asset Management, Computer Aided Dispatch and Automated Metering Infrastructure as well as many infrastructure upgrades (including server virtualization, virtual desktop infrastructure, mobile device initiatives and Exchange 2010). Provides all policy, budget and financial management for IT, including coordination with senior management and the City Council.

FLEXTRONICS, Austin, Texas ● 2006-2009
Global electronic manufacturing services firm, (formerly Solectron Corporation) based in Singapore with 200K employees and $34B in sales.

Director, Global Procurement Organization, Business Operations
Spearheaded global business team guiding deployment of Kinaxis RapidResponse advanced planning software throughout manufacturing sites. Direct project management and planning while leading staff of up to 6 talented team members during each implementation. Design project roadmaps, related business processes, issue research and resolution.

- Led business team management of 2 RapidResponse upgrade projects.
- Directed software implementation at 14 Flextronics manufacturing sites.
- Achieved highest annual performance rating in first year, promotion during 2nd year.
- Directed RapidResponse IT team for 3 months due to staff departure, recognized by group VP.
- Created standardized testing procedures used in all site implementations.

NETAPP, Inc., Sunnyvale, California ● 1999-2006
Data storage/management solutions company with $3B annual sales through direct and indirect channels.

Director, Information Technology
Guided application development and operations for finance and manufacturing systems. Supervised staff of 30 talented team members including 3 direct reports. Functioned as liaison between manufacturing and finance business leaders, while managing $13M annual budget. Managed system development, enhancement, uptime and performance while simultaneously nurturing and advancing high-performing staff members.

- Directed $25M project to implement global replacement of legacy systems with Oracle 11i ERP, using a customized version of the Oracle On Demand Service
- Served as interim CIO (4 months), developed $105M annual budget while supervising over 200 employees.
- Coordinated all IT audit activities, including efforts to achieve first year Sarbanes-Oxley compliance.
- Guided upgrade initiatives for Oracle 11i ERP system utilized by the manufacturing and finance teams.
- Slashed order communication time by implementing real-time closed-loop integration of company's business systems with its largest supply chain partner.
- Deployed first advanced planning tool for the manufacturing operation and executed several projects over 6 years to support NetApp's Configure to Order (CTO) business model.
- Elevated work volume and project quality while lowering expenses by instituting improved system development life cycle procedures and leveraging offshore development resources
- Achieved several internal project awards, plus an award from Kinaxis Corporation for innovative tailoring of its RapidResponse product within NetApp.

PHILIPS SEMICONDUCTORS, Sunnyvale, California ● 1996-1998
Leading global manufacturer of semiconductors with $4B in annual sales.

Manager, Strategic Systems Group
Led team designated to restructure IT support system for the U.S. operation from internal groups to outsourced models utilizing EDS. Transitioned several IT groups including IT operations, applications development, as well as desktop and network support, to EDS over 2 years. Managed daily contract issues and logistics for $26M annual account with EDS, including 250 EDS employees. Also managed internal staff of 4 cross-functional team members in IT policy development, billing, and contract management.

- Directed changeover of desktop and network teams to EDS in 3 weeks.
- Spearheaded $4M Y2K remediation initiative to ensure all company applications were Y2K ready.
- Instituted advanced chargeback system to provide individual departments keen visibility of their billings from EDS.

ADDITIONAL POSITIONS

PACIFIC LIFE ● Manager, Real Estate Systems ● 1990-1996:

Managed all systems for the Real Estate Group including applications, networks and desktops. Administered complex loan servicing application for commercial mortgages and corporate REO. Led technical management for loan servicing system enhancements supporting corporate entry into the CMBS servicing market. Piloted restructuring efforts for primary loan servicing system into new technologies in collaboration with the software provider and several other customers.

PRICE WATERHOUSE ● Accounting / Management Consulting / Project Management ● 1980 – 1990:

Guided deployment of real estate-specific systems at several divisions of Trammel Crow Co., Bell Canada Enterprises, Olympia and York. Served as consultant on REO processes for over 4K properties involved in FDIC takeover of First Republic and Interfirst banks in Texas. Conducted numerous IT reviews for audit clients.

EDUCATION/TRAINING

Masters of Business Administration

Pepperdine University, Malibu, California

Bachelor of Business Administration
University of Wisconsin, Oshkosh, Wisconsin

Certified Public Accountant (Wisconsin), Certified Information Systems Auditor

9211 Waterford Centre Blvd, Suite 125
Austin, TX 78758

3/20/2019
Greg Berglund

GTS DIR#-TSO-3504

Re: Quote for Mike Peters
Project Lead 2 Emerging
$115.00 per hour
1728 hours
Total……..$198,720.00

Thank you,

JENNY KERTSOS
Account Executive, Staffing

P 540.847.2996 **F** 512.452.0691
jenny.kertsos@gts-ts.com

Scope of Services

Pursuant to the DIR-TSO-3504, GTS shall provide Mike Peters as Project Lead 2 Emerging at the rate and rank as provided above for City of Georgetown's implementation of the Workday ERP System (the "Project"). The Project Lead will be on-site at the City for 10 months. Mike Peters, or any candidate provided as a replacement pursuant to the terms of DIR-TSO-3504, must have the following skills and perform the following services:

The Project Lead (Accounting) will manage Workday engagements according to City of Georgetown's financial/cost management policies. The Project Lead will actively encourage and facilitate communication between the business analysts and accounting teams, and ensure that requirements are documented, complete, accurate, approved, and on budget.

- Under direction of Finance Director and Controller, act as a high-level ERP project advisor to the Finance and Administration Department
- Provide project related experience and advice to City leadership on the best practices for implementing an enterprise class ERP system, particularly in the areas of Finance, Accounting, Human Resources, and Information Technology
- Attend Workday BPA, Design, and other project meetings as a representative of the Finance department; and in some cases "in lieu of" the Finance Director, Controller, or other F&A staff.
- Thoroughly communicate key business and technical issues to F & A management staff as well as other City staff at all levels of the organization.
- Develop alternatives for dealing with project issues based on personal knowledge, input from all levels of City Staff, and direction from Finance Director or Controller.
- Effectively communicate alternatives to City staff.
- Works with Finance and Human Resources to define and manage policies and procedures
- Facilitate good decision making in regards to choosing the best alternative for each issue.
- Enterprise Resource Planning (ERP), Financials implementation, and upgrade experience
- Strong verbal and analytical skills
- Detailed understanding of ERP System concepts and general module functionality
- Act as primary expert to construct specific solution, scope document, risk profile, and corresponding financials
- Act as a high-level ERP project advisor to the Human Resources department as needed.
- Ability to follow all organizational Standard Operating Procedures relative to cost modeling, approvals and reviews, and all other associated workflow and deliverables

The Project Lead will represent the interest of the City of Georgetown and be responsible for working with the Accounting Team.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

ARC GOVERNMENT SOLUTIONS, INC.

1. DIR acknowledges the name change of this contract to ARC Government Solutions, Inc. from Austin Ribbon & Computer Supplies, Inc., effective as of the last date of signature; DIR shall change the contract documents hereafter to ARC Government Solutions, Inc.

2. ARC Government Solutions, Inc. hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Vendor. ARC Government Solutions, Inc. hereby represents to DIR that by the effective date of this Contract that it is registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.

3. Introduction

A. Parties
This Contract for Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and ARC Government Solutions, Inc. ("Vendor"), with its principal place of business at 9211 Waterford Centre Blvd., Ste. 202, Austin, TX 78758.

B. Compliance with Procurement Laws
This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-242, on March 29, 2016, for Information Technology Staffing Augmentation Contracts. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-242 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence
This Contract; Appendix A, Standard Terms and Conditions For Information Technology Staff Augmentation Contracts (ITSAC); Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Services and Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-242, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-242, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1 and finally Exhibit *2*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

4. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. If there are no sales at the end of the initial term, this Contract will not be extended. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

5. Service Offerings

Services available under this contract are limited to information technology staff augmentation services as specified in Appendix C, Services and Pricing Index.

6. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

7. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1.00 %). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000.00 shall be $1,000.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

8. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Shannon Kelley, CTPM, CTCM
Manager, Enterprise Contract Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 463-7666
Facsimile: (512) 475-4759
Email: Shannon.Kelley@dir.texas.gov

If sent to the Vendor:
Ryan Grant
Austin Ribbon and Computer Supplies, Inc.
9211 Waterford Centre Blvd., Ste. 202
Austin, TX 78758
Phone: (512) 452-0651
Facsimile: (512) 452-0691
Email: ryan.grant@arc-is.com

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Information Technology Staff Augmentation Services (ITSAC).

No exceptions have been agreed to by DIR and Vendor.

Remainder of page intentionally left blank

This Contract is executed to be effective as of the date of last signature.

ARC GOVERNMENT SOLUTIONS, INC.

Authorized By: signature on file

Name: Ryan Grant

Title: President

Date: 7/21/2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/28/2016

Office of General Counsel: DB 7/28/2016

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR
INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES (ITSAC)

GTS TECHNOLOGY SOLUTIONS, INC.

formerly

ARC GOVERNMENT SOLUTIONS, INC.

1. DIR acknowledges the name change to GTS Technology Solutions, Inc. from ARC Government Solutions, Inc. with its principal place of business at 9211 Waterford Centre Blvd, Suite 202, Austin, TX 78758. Effective date of change is September 26, 2016. DIR agrees to change all contract files to the new name.

2. GTS Technology Solutions, Inc. hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-3504 to the same extent as if it had been an original party thereto.

3. GTS Technology Solutions, Inc. also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

4. GTS Technology Solutions, Inc. hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.

All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1 and then the Contract**.**

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign.

GTS TECHNOLOGY SOLUTIONS, INC.

Authorized By: signature on file

Name: Ryan Grant

Title: President

Date: 10/21/2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/27/2016

Office of General Counsel: DB 10/25/2016

Amendment Number 2
to
Contract Number DIR-TSO-3504
between
State of Texas, acting by and through the Department of Information Resources
and
GTS Technology Solutions, Inc.

This Amendment Number 2 to Contract Number DIR-TSO-3504 ("Contract") is between the Department of Information Resources ("DIR") and GTS Technology Solutions, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract, is amended by the addition of the following:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through July 28, 2019, or until terminated pursuant to the termination clauses contained in the Contract. The contract will renew automatically in one-year increments for one (1) additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

   Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. Contract, Section 6. Notification is hereby amended as follows: All notices under this Contract shall be sent to a party at the respective address indicated below.

   If sent to the State:
   Kelly A. Parker, CTPM, CTCM
   Director, Cooperative Contracts
   Department of Information Resources
   300 W. 15th St., Suite 1300
   Austin, Texas 78701
   Phone: (512) 475-1647
   Facsimile: (512) 475-4759
   Email: kelly.parker@dir.texas.gov

3. Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated 03/22/2016, is here by restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Information Technology Staffing Augmentation Contracts (ITSAC) dated 09/29/2017.

   All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 2, Amendment Number 1, and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 7/28/2018.

GTS Technology Solutions, Inc.

Authorized By: Signature on File

Name: Ryan Grant

Title: President

Date: 7/10/2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/16/2018

Office of General Counsel: DB 7/11/2018

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
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Appendix A Standard Terms and Conditions for INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT (ITSAC)

1. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

2. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third-party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract - the document executed between DIR and Vendor into which this Appendix A is incorporated.

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D. CPA – refers to the Texas Comptroller of Public Accounts

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

G. State – refers to the State of Texas.

H. DIR – refers to the Department of Information Resources.

I. Acceptable Candidate – refers to a candidate that meets the stated requirements pursuant to a Work Order Solicitation and is correctly identified and priced using the ITSAC Category Pricing as defined in Exhibit B.

J. Active Vendor – refers to Vendors that are given access to opportunities presented through Work Order Solicitations.

K. Best Value Selection – refers to Work Order Solicitation selections made by Customers that do not follow the competitive posting and review process. The Customer informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection. Customer will determine the criteria for Best Value Selection and whether or not to use this procurement.

L. Evaluation Period – refers to the three-calendar month period that coincides with the State fiscal calendar. The evaluation periods are September 1, to November 30: December 1 through February 28; March 1 to May 31 and June 1 through August 31st.

M. Evaluation Status – refers to the evaluation that is provided quarterly. It is one of two values: Acceptable or Unacceptable. Vendor shall be evaluated on its performance relative to the performance of other Vendors in the same grouping.

N. Hourly Rate – refers to the rate that is charged by the Vendor and paid by the Customer for services rendered by Worker(s) under this contract. It is calculated and communicated in terms of dollars per hour.

O. Interviewed Candidate – refers to an Acceptable Candidate that was interviewed by the Customer pursuant to a Work Order Solicitation.

P. Invoice – refers to a Customer approved instrument submitted by Vendor for payment of services.

Q. ITSAC – refers to the IT Staff Augmentation Contract document executed between DIR and Vendor.

R. Not to Exceed (NTE) – refers to the maximum hourly rate for which a Vendor has agreed to provide Worker(s). By this contract, Vendor can provide Worker(s) at a lower hourly rate, but not a higher hourly rate.

S. Opportunity Response Time – refers to the time within which a Vendor is expected to respond to a Work Order Solicitation with the appropriate resume(s). The metric used for expected opportunity response time is as established by the Customer.

T. Placed Candidate – refers to an Interviewed Candidate that was selected by the Customer pursuant to a Work Order Solicitation.

U. Purchase Order – refers to the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

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V. Rate Schedule – refers to the set of competitive, market driven, standardized rates that will document the NTE hourly rates for ITSAC Workers.

W. TPASS – refers to the Texas Procurement and Support Services Division of the Comptroller of Public Accounts (CPA).

X. Vendor – refers to awarded Information Technology Staff Augmentation Contract (ITSAC) Vendor.

Y. Worker(s) – refers to identified individual(s) who perform authorized services under the supervision of Vendor for DIR Customers and who are employees and/or subcontractors of the Vendor.

Z. Work Order Solicitation – refers to a document submitted to Vendor by DIR outlining the description of services to be performed for a specified DIR Customer. Work Order Solicitation will include: Number of Workers, Worker skills and qualifications required by the DIR Customer, the number of hours to be worked, duration of engagement with the DIR Customer, authorized travel, and other relevant information. The term also includes Best Value Selections made by Customers, in which the Customer defines Best Value Selection and informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection.

3. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas

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and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR do not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than two years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority,

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power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

4. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

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3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third-Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to

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Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have, or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

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G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third-Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third-Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

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K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

5. Terms and Conditions Applicable to State Agency Purchases Only

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later thirty (30) days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a

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reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days from the effective date of the Contract, Vendor will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the services awarded and services description;

b) contact information (name, telephone number and email address) for Vendor;

c) instructions for obtaining quotes and placing Purchase Orders;

d) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

e) a link to the DIR "Cooperative Contracts" webpage for ITSAC Contracts; and

f) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or

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inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

C. Services Warranty and Return Policies

Vendor will adhere to the Vendor's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

D. DIR Logo

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

E. Vendor Logo

If DIR receives the Vendor's prior written approval, DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the

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Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

G. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor will be required to attend an orientation meeting to discuss the content and procedures of the Contract to included reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

H. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

I. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the services.

7. Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A-E.

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor.

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B. Invoices

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

The administrative fee specified in Section 5.A., DIR Administrative Fee, of the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

D. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

E. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. "Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer."

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8. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, C-D

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of pricing and monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager the assigned Contract Manager is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15^{th}) calendar day of the month following the month of the sale. If the 15^{th} calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected

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and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

If Vendor submits three (3) monthly sales reports or cost recovery fee payments late within a 12-month period beginning upon execution of this Contract, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly sales report, Vendor will pay DIR one hundred dollars ($100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of $1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars ($100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of $1000 for late monthly administrative fee payments. DIR does not waive any other contractual remedy pursuant to this Contract.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee

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payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and administrative fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third-party audit of the Vendor's records as specified in C.3 at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH 1).

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall

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provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W.

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

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DEFENDANTS IN ANY LAWSUIT A ND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES

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OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)*

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maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xvii) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

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G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the Certification Statement of Exhibit A of the RFO and/or Section 9.C. (xii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

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K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in

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effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 PER ACCIDENT, $1,000,000 DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and

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regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security[1]s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Managed Services Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or

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(ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

10. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

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2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.1115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be

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ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 19.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 3.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to

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provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

11. Statement of Services to Be Performed

A. Vendor shall provide Worker(s) to DIR Customers to perform services that are defined in the Work Order Solicitation, in accordance with the terms and conditions of the Contract. Workers provided by Vendor shall possess qualifications that meet or exceed those specified in the Work Order Solicitation and will perform the functions as outlined in the Work Order Solicitation at the rates quoted therein. All travel is subject to the prior, written approval of the Customer.

B. Vendor understands that this is a non-exclusive, indefinite quantity contract. DIR makes no representations or warranties that Vendor shall receive any number or volume of Work Order Solicitations hereunder.

12. Work Order Solicitation / Purchase Order Issuance

A. In order to be awarded a Purchase Order hereunder, except for Best Value Selection, Vendors will respond to Work Order Solicitation(s) for services as issued by DIR on behalf of its

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Customers, consistent with the Terms and Conditions of this Contract. Vendor understands that no work under any Purchase Order issued by Customer shall commence until receipt of Purchase Order. Vendor will perform in accordance with the terms and conditions of the Customer Purchase Order.

B. Customer specifications may include pre-selection requirements that potential Vendors (and their Worker) submit to and satisfy criminal background checks as authorized by Texas law.

C. Vendors cannot submit resumes outside of the process for competitive solicitations. (except when customer is using best value).

D. Vendor shall direct all communications concerning this Contract and any Work Order Solicitation(s) to DIR except for Customer initiated communications, the interview, the hiring process and Best Value Selections.

E. Vendor is prohibited from submitting a substitute candidate during the interview process if the original candidate is no longer available. Vendor may offer a replacement candidate, if the Purchase Order (PO) has been issued and the original candidate is no longer available.

F. Duplicate submissions of a candidate will be disqualified, if one or more Vendors submit the same candidate for the same competitive solicitation.

G. Together with each resume submitted, Vendor must submit a Right to Represent, signed by the proposed Worker, authorizing the Vendor to submit Worker's resume for that Work Order Solicitation. If Multiple Vendor's submit resumes and a Right to Represent for the same Worker for a given Work Order Solicitation, then that worker will be disqualified from consideration for the Work Order Solicitation.

H. DIR will not promulgate a standard candidate resume format/layout. Awarded Vendor may submit candidate resumes in desired company format/layout. DIR will require Vendor to submit the approve DIR cover sheet with the candidate resume.

I. Best Value Selections. Customer shall select the candidate and provide DIR with the appropriate procurement documentation to support the selection.

13. Hourly Rates

A. The Vendor shall quote hourly bill rates to DIR in response to Work Order Solicitation(s) provided by DIR on behalf of its Customer during the term of this Contract. Hourly bill rates shall not exceed awarded NTE bill rates in this Contract. Hourly rates quoted in a particular Purchase Order shall remain valid for a period of time specified in the Purchase Order. Vendor shall not increase its rates under any Purchase Order, including amendments/Purchase Order Change Notice (POCN) thereto, without the express prior written approval of Customer. In the event, that the Vendor submits an hourly bill rate that exceeds the NTE bill rate in the contract, the candidate will be submitted to the customer with an hourly bill rate that is reduced to the NTE hourly bill rate in the contract.

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B. All quoted hourly bill rates shall include all expenses associated with each candidate, including wages, benefits, DIR Cost Recovery Fee, usual living expenses and costs of commuting to and from the Customer's primary work site designated. Travel reimbursement may be allowed. See Appendix A Terms and Conditions Section 6. C. Payments and Contract Section 4. F. Travel Expense Reimbursement.

C. Payment of work over 40 hours will be at the hourly rate quoted and must be coordinated and pre-approved through the customer.

14. Vendor Suspension

DIR's Right to Suspend Contract for Cause in accordance with this Section. DIR may suspend Vendor's performance of this Contract, in whole or in part, for a period up to 180 calendar days by following the procedure in this paragraph. When a violation of the contract as set forth below occurs, DIR may send a Notice of Intent to Suspend to the Vendor providing the reasons for the proposed suspension. Vendor shall have five (5) business days from receipt of the Notice of Intent to Suspend to provide a written response. At the expiration of the 5 business days, DIR will make a determination whether a violation(s) of the contract occurred. In those instances where a violation is found to have occurred, DIR shall decide on a period of suspension up to 180 calendar days in length and send a written notice of the period of suspension and the related findings to Vendor. The suspension shall be effective from the date of receipt by Vendor. DIR may issue a Notice of Intent to Suspend under the proper circumstances, which include, but are not limited to the events listed below:

1) Vendor or Vendor's Worker(s) no longer holds necessary license(s) or certificate(s) required to perform the work under any Work Order;

2) Vendor falsifies an invoice for services or travel reimbursement;

3) Vendor is prohibited from contacting a Customer to discuss an "open" competitive solicitation during the Work Order Solicitation; however, Vendor is allowed to market their business to Customers.

4) Vendor or its Workers have engaged in practices prohibited in Section 6+, Purchase Orders, Invoices and Payments hereof; Section 8, Vendor Responsibilities; hereof; and Section 7, Intellectual Property Matters, in the Contract;

5) Vendor or Vendor's Worker commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Vendor's performance under this Contract in accordance with its terms.

15. Substitution of Workers

A. During the ITSAC process for competitive Work Order Solicitations, Vendors can only submit candidates to DIR for the positions being solicited and not directly to the Customer.

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B. If Customer determines the Worker does not meet the qualifications needed, has not followed applicable safety standards or for any other reason is unable to complete the assignment satisfactorily, Customer will direct Vendor to resolve the complaint or remove its Worker immediately. If Vendor is unable to resolve the complaint immediately or provide a satisfactory substitute Worker within seven (7) business days, the Purchase Order may be terminated, and Customer may select another Vendor to finish the remaining work as outlined in the Work Order Solicitation

C. If a Worker no longer provides services for Vendor, Vendor shall have up to seven (7) business days to replace the Worker with a substitute satisfactory to DIR and its Customer. Vendor shall use its best efforts to provide a substitute Worker at the same, or a lower rate than that charged for the replaced Worker's services. If the rate for the substitute Worker is higher than the rate charged for the replaced Worker's services and the higher rate is unacceptable to DIR, or if the Vendor is unable to provide a satisfactory substitute Worker within seven (7) business days, the appropriate Work Order may be terminated, and DIR may select another Vendor to finish the remaining work.

D. In the event the Worker cancels his/her obligation without cause prior to the original termination date, Customer may require the Vendor to provide a replacement to complete the obligation that the departing individual did not fulfill. The replacement must be approved by Customer and will be provided at no charge for a time equal to seven (7) business days, not to exceed fourteen (14) business days. This gratis period is to cover the cost to Customer of retraining the replacement individual on the internal Customer systems.

E. Except when a Worker leaves employment voluntarily, the Vendor may not remove a Worker from a project without prior written consent of DIR.

F. Vendor is responsible to retrieve from all Workers as they transition from work on a Work Order, whether voluntarily or involuntarily, all keys, access cards, files, equipment and all other property and security devises that may have been issued to Worker by DIR's Customer and to deliver the items to the Customer.

16. ITSAC Protocol

A. The Vendor shall not hire employees of a DIR Customer and offer such employees as Workers for a Work Order Solicitation on which that employee is currently participating. Unless an employee is released from employment, Vendor shall not hire an employee of another Vendor providing Workers to a DIR Customer and offer such employee as Workers for a Work Order Solicitation on which that Worker is currently participating until such time as the Purchase Order under which that Worker was originally obtained has expired or been terminated pursuant to Section 9.4) b). (Worker/Candidate is responsible for contractual obligations to the Vendor that initially submitted the worker/candidate to the Customer).

B. Worker who is currently on contract to a Customer through the DIR ITSAC program <u>will not</u> be considered for additional DIR Work Order Solicitations having overlapping timeframes. However, at the discretion of a DIR Customer, Workers who are currently assigned to a DIR Customer through the DIR ITSAC program may be considered for additional DIR ITSAC work

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from the same DIR Customer. Vendors shall not submit the names of the same Worker for an overlapping time frame unless previously agreed to by the Customer.

17. Non-Solicitation of State Employees

A. Vendor shall not solicit, directly or indirectly, any employee of DIR who is associated with this Contract for a period of 90 calendar days following completion of the Contract. Further, Vendor shall not solicit for a period of 90 days following completion of the Work Order, directly or indirectly, any employee of a DIR Customer who has participated in any projects on which the Vendor's Workers have been assigned.

B. DIR and its Customer agree not to solicit employees of the Vendor, during the term of the appropriate Work Order, and for a period of 90 calendar days thereafter.

18. Warranty

The Customer has 30 days from the date of signature on the Vendor Invoice to inform Vendor of its determination that the Vendor's employee (candidate) has made errors in completed work. Customer will immediately inform the Vendor of the Customer's determination. Vendor shall make corrections and revisions as necessary to provide the Customer with an acceptable Work Product without cost to Customer. Correction is limited to rework of the unsatisfactory work without change to the original specifications and without regard to the amount of the effort expended on the original work.

19. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

20. Captions

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

- ☉ Section 1 - Respondent and Requisition Information
- ☉ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☉ Section 3 - Self Performing Justification
- ☉ Section 4 - Affirmation

***<u>Continuous Contract</u>:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Austin Ribbon & Computer Supplies, Inc. State of Texas VID #: 1742339797900

Point of Contact: Ryan Grant Phone #: 512-452-0651

E-mail Address: ryan.grant@arc-is.com Fax #: 512-452-0691

b. Is your company a State of Texas certified HUB? ☑ **- Yes** ☐ **- No**

c. Requisition #: DIR-TSO-TMP-242 Bid Open Date: 04/28/2016 (mm/dd/yyyy)

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☑ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-2 RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Austin Ribbon & Computer Supplies, Inc. does not foresee the need to utilize subcontractors at this time. All services will be performed/fulfilled by ARC personnel.

If this changes in the future ARC will submit a new HUB Subcontracting Plan to DIR.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

signature on file	Ryan Grant	President	4/25/2016
Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Austin Ribbon & Computer Supplies, Inc.
State of Texas VID #: 1742339797900
Point-of-Contact: Ryan Grant
Phone #: 512-452-0651
E-mail Address: ryan.grant@arc-is.com
Fax #: 512-452-0691

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:
Point-of-Contact:
Phone #:
Requisition #: DIR-TSO-TMP-242
Bid Open Date: 04/28/2016 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Vendor Name: GTS Technology Solutions, Inc.

Category	Title	Level	Pricing Not-to-Exceed Rate ($ per Hour)		
			Technology Type		
			Legacy	Core	Emerging
			NTE Rate	NTE Rate	NTE Rate
Applications	Programmer/ Developer Analyst	Developer Analyst 1	$76.42	$73.45	$76.56
		Developer Analyst 2	$81.63	$85.98	$96.52
		Developer Analyst 3	$104.21	$100.40	$113.53
	Programmer/Developer	Developer 1	$72.95	$71.20	$75.01
		Developer 2	$86.84	$83.75	$94.26
		Developer 3	$99.00	$97.25	$109.39
	Software Test Analyst	Software Test Analyst 1	$60.79	$65.28	$71.39
		Software Test Analyst 2	$65.88	$71.07	$82.57
		Software Test Analyst 3	$76.46	$81.99	$96.43
	Technical Writer	Technical Writer 1	$48.17	$51.98	$56.19
		Technical Writer 2	$56.90	$61.03	$65.57
		Technical Writer 3	$66.11	$69.01	$76.10
	Business Analyst	Business Analyst 1	$64.68	$70.15	$76.40
		Business Analyst 2	$85.10	$87.06	$90.01
		Business Analyst 3	$105.94	$105.94	$106.02
	System Analyst	System Analyst 1	$65.25	$65.45	$81.37
		System Analyst 2	$75.77	$87.03	$95.50
		System Analyst 3	$88.43	$102.47	$106.40
Data Management	Database Architect	Database Architect 1	$79.58	$76.68	$83.38
		Database Architect 2	$93.42	$95.23	$97.31
		Database Architect 3	$121.58	$130.26	$130.26
	Data Warehouse Architect	Data Warehouse Architect 1	$88.23	$88.58	$88.58
		Data Warehouse Architect 2	$96.88	$97.26	$101.25
		Data Warehouse Architect 3	$118.10	$118.10	$118.44
	Database Administrator	Database Administrator 1	$78.16	$80.16	$86.63
		Database Administrator 2	$83.04	$93.61	$101.54
		Database Administrator 3	$102.47	$116.37	$118.72
Enterprise Architect	Enterprise Architect	Enterprise Architect 1	$128.52	$130.04	$143.75
		Enterprise Architect 2	$154.58	$168.47	$167.51
Project Management	Project Manager	Project Manager 1	$84.93	$96.73	$105.63
		Project Manager 2	$103.67	$116.33	$125.20
	Project Lead	Project Lead 1	$80.84	$87.16	$94.07
		Project Lead 2	$95.42	$108.37	$116.95
Telecom/Networking	Network Engineer	Network Engineer 1	$77.02	$88.58	$99.07
		Network Engineer 2	$94.21	$113.31	$123.18
	Network Administrator	Network Administrator 1	$55.97	$57.67	$65.73
		Network Administrator 2	$65.75	$76.42	$87.15
		Network Administrator 3	$62.82	$82.15	$90.78
Security	Security Analyst	Security Analyst 1	$88.66	$99.99	$111.48
		Security Analyst 2	$100.51	$113.22	$126.76
	Security Engineer	Security Engineer	$105.78	$119.46	$135.03
	Security Architect	Security Architect	$128.25	$161.97	$161.97
Customer Technical Support	Help Desk	Help Desk 1	$39.95	$42.98	$47.11
		Help Desk 2	$47.00	$53.12	$55.08
		Help Desk 3	$54.92	$58.60	$63.58
	Technical Support	Technical Support 1	$46.13	$42.00	$57.23
		Technical Support 2	$56.73	$58.71	$66.58
		Technical Support 3	$63.20	$67.80	$76.38
Information Technology Service Management (ITSM Operations)	Organizational Change Management/OCM Analyst	OCM Analyst 1	$90.31	$90.31	$90.31
		OCM Analyst 2	$119.84	$119.84	$119.84
IT Marketing	Information Technology Communication Coordinators	IT Communications Coordinator 1	$57.31	$57.31	$57.31
		IT Communications Coordinator 2	$81.63	$81.63	$81.63
Information Technology Training	IT End Users Trainer	End User Trainer 1	$76.42	$76.42	$76.42
		End User Trainer 2	$100.73	$100.73	$100.73
Information Technology Contract Management	IT Contract Manager	IT Contract Manager 1	$97.26	$97.26	$97.26
		IT Contract Manager 2	$118.10	$118.10	$118.10

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Forwarded from General Government and Finance Advisory Board (GGAF):
Consideration and possible action to approve an **ERP Project Lead/Enterprise Architect** to assist with the **Workday implementation** utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with **GTS Technology Solutions** in the amount of **$415,200.00** -- Leigh Wallace, Finance Director

ITEM SUMMARY:

The HR Director and Finance Director presented a Workday Project Update to Council during the afternoon workshop on April 9, 2019. The Workday project team is now 6 months into the 24 month implementation project. During Phase I HR/Payroll, the team has struggled to adequately staff both the project and the regular department duties of HR, Finance and IT. The team is requesting this additional one-time implementation assistance to alleviate overlapping project workload and increase Workday specific experience.

The City of Georgetown, following the Texas Department of Information Resources Best Value IT Staff Services Process has identified an Enterprise Resource Planning (ERP) Project Lead/Enterprise Architect that meets the needs of the City to assist with expert level Workday experience and support for implementation of the Workday system. The staffing services will be utilized for a 16 month engagement.

Candidate resumes for the ERP Project Lead/Enterprise Architect role were submitted from GTS that has a contract with DIR. After reviewing the application and reference checks an interview was scheduled with Finance and IT team members. After the interview performed, the selection team met to discuss the candidate. After discussion, the team unanimously agreed that this candidate is an excellent fit for our immediate needs.

The staffing services will be procured through GTS Technology Solutions utilizing Texas DIR contract DIR-TSO-3504.

This contract was recommended 4-1 by the General Government Finance and Advisory Board at the March 27th meeting.

FINANCIAL IMPACT:

Total cost of the staffing services for 16 months is estimated at $415,200. This estimate is provided based on a maximum 2,768 hours. Actual working time will exclude city holidays. Hours worked will be reported and monitored on a weekly basis and approved by the City's Finance Director before they can be billed.

Funding is available through the remainder of Fiscal Year 2019 (May – Sept) by reallocating existing resources such as project contingency, vacancy savings in Finance, and excess IT fund balance. Funding in FY2020 for the remainder of the contract is dependent upon Council approval of a budget request for these one-time implementation costs. The DIR contract allows for termination for non-appropriation.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

KirkBowie_Resume
Quote
DIR Contract

Kirklin W. Bowie

kwbowie@ridgecrest-us.com
(404) 964-8316

QUALIFICATIONS SUMMARY

Over twenty-three years of progressive, comprehensive knowledge in financial software implementation, project management, financial analysis, organizational management, employee training and cost containment.

SOFTWARE / APPLICATION EXPERIENCE

Enterprise Resource Planning (ERP) Application knowledge:

- PeopleSoft Financials
- Microsoft Dynamics ERP
- Concur Travel & Expense
- Kronos Time & Attendance

Database & Reporting Applications:

- Microsoft SQL Server
- Microsoft SharePoint
- Microsoft SQL Server Reporting Services
- Crystal Reports

PROFESSIONAL SERVICE DELIVERY EXPERIENCE

Successfully managed and implemented over **20 major** Tier 1 and Mid-market ERP projects.

PROFESSIONAL EXPERIENCE

Ciner Resources **2018 - Present**

Integration Consulting Manager

…Microsoft Dynamics 365 ERP Integration with Bourque & Toolworx using Dell Boomi middleware (GL, Inventory, Sales, SCM)

- Plan, coordinate, and supervise all activities related to the integration of Dynamics 365 and Bourque Logistics software applications.
- Collaborated with technology team members, end users, and other stakeholders in the testing of Bourque Logistics integrations.
- Ensured that the new integration between Bourque and Dynamics 365 met functional requirements, system compliance, and other specifications.

Ridgecrest Solutions, LLC **2008 - Present**

Project Manager / Principal Consultant / Managing Director

…Microsoft Dynamics GP ERP Implementation and Maintenance (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Microsoft Dynamics GP Enterprise Resource Planning (ERP) implementation projects through entire life cycle using proven methodologies.
- Lead client and implementation teams through series of discussions and exercises to build requirements for new Chart of Accounts.
- Analyzed Organization Structure and business model to facilitate efficient financial reporting frameworks.
- Successful Dynamics GP upgrades
- Coordination of Custom Development activities to support conversion efforts (Development tools including SQL, .Net, and MS Access)
- Develop project plan, assess risk, develop work plan, schedule resources, supervise and review consultants work.
- Develop full and detailed documentation of all system configuration and process flow changes.
- Evaluate and redesign business processes to achieve operational efficiencies to maximize software investment.
- Map system business requirements to software functionality.
- Develop and document functional specifications for integrating ERP system to other applications (ecommerce sites, sales systems, inventory systems, etc.) and custom software.
- Build and maintain client relationship to ensure satisfaction and generate additional revenue

Wake Forest Baptist Medical Center (Winston Salem, NC) **9/2017 - Present**

Project Manager Consultant -ERP

…Concur Travel & Expense Implementation

…Oracle Cloud ERP Business Assessment & Planning Implementation (GL, AP, AR, FA, Cash, PPM, SCM)

- Managed the implementation of Concur Time and Expense
- Managed the Business Assessment and Planning Phases of the Oracle Cloud implementation before the project was placed on hold.
- Management of client and contractor Resources; Management of Finance & Supply Chain Tower
- Execute established work plan, schedule resources, supervise and review consultants work.
- Management and escalation of risks and issues
- Create and manage project collateral on Project SharePoint site

AMITA Healthcare (Bolingbrook, IL) **2016-2017**

Project Manager Consultant -Finance

…PeopleSoft 9.1 ERP Implementation (GL, AP, AR, FA, Cash, Inventory, Purchasing)

- Created deployment strategy that reduced weekend deployment from 6 hours to 2 hours.
- Manage PeopleSoft Enterprise Resource Planning (ERP) implementation projects through entire life cycle using proven methodologies.
- Management of client and contractor Resources; Management of Finance Tower deliverables ensuring product development and implementation/production phases meet quality assurance standards.
- Coordination of Custom Migration activities to support conversion efforts (Development tools including SQL, .Net, and MS Access)
- Develop full and detailed documentation of all system configuration and process flow changes.
- Map system business requirements to software functionality.
- Gathered reporting and reconciliation requirements from functional team members.
- Created, maintained and executed plans and task for mock deployments.

Regional Medical Center via Leidos Healthcare (Orangeburg, SC) **2014-2016**

Project Manager Consultant -Finance

… PeopleSoft 9.2 ERP Implementation (GL, AP, AR, Cash, FA, Inventory, Purchasing)

…Kronos Time & Attendance Upgrade

- Created Request for Proposal and assisted in the implementation vendor selection process.
- Created, maintained and executed Reports, Interfaces, Conversions and Extensions (RICE) documentation.
- 2,000 users, $10M budget
- Migration from Oracle EBS to Oracle PeopleSoft implementation of Financials, HR, PY and Supply Chain.
  Financials Project Manager, responsible for management of all Financials related project task and management of the overall project budget. Direct report to the Program Manager and Executive Sponsors.
- Facilitated and documented business requirements sessions.
- Performed business process reengineering, as-is/to-be modeling, functional mapping and gap analysis.
- Mapped system business requirements to software functionality to determine project scope and timeline.

Cox Media Group (Atlanta, GA) **2014-2015**

Senior Consultant

…Microsoft Dynamics GP ERP Implementation and Maintenance (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Provide ad-hoc support to finance users and help-desk staff
- Developed SQL scripts to increase efficiency in multiple department changes and routing in ReqLogic
- Implementation, test and roll-out of additional GP Check books
- Aid and guidance with reconciling cash using GP Cash Management, Payables Management, General Ledger and Blackline processes.
- Created customs SQL views and SmartList to assist in the overall reconciliation process

Ascension Healthcare-Seton Family of Hospitals (Austin, TX) **2012-2014**

Ascension Healthcare-Providence Healthcare (Waco, TX)

Project Manager Consultant -Finance

…PeopleSoft 9.1 ERP Implementation (GL, AP, FA, Cash, Inventory, Purchasing)

- Manage PeopleSoft Enterprise Resource Planning (ERP) implementation projects through entire life cycle using proven methodologies.
- Management of client and contractor Resources; Management of Finance Tower deliverables ensuring product development and implementation/production phases meet quality assurance standards.
- Coordination of Custom Development activities to support conversion efforts (Development tools including SQL, .Net, and MS Access)
- Execute established work plan, schedule resources, supervise and review consultants work.
- Develop full and detailed documentation of all system configuration and process flow changes.
- Evaluate and redesign business processes to achieve operational efficiencies to maximize software investment.
- Map system business requirements to software functionality.
- Created, maintained and executed plans and task for mock deployments.
- Created deployment strategy that reduced weekend deployment from 16 hours to 4 hours.

Cox Media Group (Atlanta, GA) **2010 – 2012**

Senior Consultant

…Microsoft Dynamics GP ERP Implementation and Maintenance (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Implementation of Purchasing, Payables Multi-Entity Management for the Purchase to Pay Service Center startup.
- Provided best practice configuration and process suggestions to support efficiency gains in the service center.
- Provided process and application training for the service center team members.
- Provide ad-hoc support to finance users and help-desk staff
- Implementation, test and roll-out of additional Purchasing processes
- Development, test and roll-out of custom SmartList Builder views and lists.
- Map system business requirements to software functionality.

BCG Systems, Inc (Atlanta, GA) **2007-2008**

Practice Manager

… Microsoft Dynamics ERP Implementations (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Participated in firm marketing and promotional activities including trade shows, seminars, writing articles and one on one client meetings and demonstrations. Exceeded personal hours charge goals.
- Insured that assigned staff is billable and efficient in the performance of their work.
- Worked with the partner and other managers on coordination of staff schedules and new clients to ensure that staff is used to the best of their abilities.
- Identified new opportunities for services within existing clients being serviced and marketed complimentary services to clients as needed.
- Performed billing and collections responsibilities for clients as assigned by the partner.
- Actively engaged in the development and maintenance of the standard procedures and checklists.
- Met regularly with the partner to discuss status of clients, projects, workload, and staff.
- Mentored staff and provided consistent feedback to staff regarding their performance, both positive and negative.

I.B.I.S., Inc. (Atlanta, GA) **2006-2007**

Managing Consultant

…Microsoft Dynamics GP ERP Implementations (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Assist the Director of Implementation in all aspects of his job as his number one direct report. Fills in for Director in his absence.
- Oversees and manages the planning, design, and implementation of multiple consulting projects by interacting with customers and vendors to identify and deliver cross platform solutions.
- Translates functional business objectives and critical success factors into actionable business, organization, and information strategies.
- Assists I.B.I.S. Inc. consulting group in evaluating the customer's environment and business issues, and develops models to provide effective solutions.
- Serves as the primary interface between the company, customer, and third party providers in the delivery of enterprise-wide solutions.
- Provides the highest technical and leadership expertise in a range of focus technologies and Microsoft Business Solutions industry solutions. Designs, develops and manages total systems solutions, including the identification and delivery of effective departmental and enterprise-wide business, organization, and information technology strategies.

ePartners, Inc. ***(Atlanta, GA)*** **2004-2006**

Engagement Manager

…Microsoft Dynamics GP ERP Implementations (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

City of New Orleans Implementation Project Manager (August 2004 – August 2005)

- Establish, nurture and maintain relationships with key regional customers.
- Establish, nurture and maintain relationships with publisher partners.
- Identified and coordinated the delivery of service and additional product opportunities with current clients.
- Negotiate rate increase with long-term customers.
- Ensure projects are managed in accordance with internal PMO methodologies and PMI project management process standards.

ePartners, Inc. ***(Atlanta, GA)*** **2001-2003**

Back Office Practice Manager

…Microsoft Dynamics GP ERP Implementations (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Maintained an average group utilization of 80% with overall revenue to total compensation ratio of 2.5.
- Maintained project, training, and vacation schedules of Back Office staff.
- Managed staff development by implementing best practices of hiring, goal setting and reviews.
- Ensured the proper alignment of projects and resources through continued development back office skill sets.
- Manage Microsoft Dynamics implementation projects through entire life cycle using proven methodologies.

ePartners, Inc. ***(Atlanta, GA)*** **2000-2001**

Project Manager

…Microsoft Dynamics GP ERP Implementations (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Manage Microsoft Dynamics implementation projects through entire life cycle using proven methodologies.
- Develop project plan, assess risk, develop work plan, schedule resources, supervise and review consultants work.
- Develop full and detailed documentation of all system configuration and process flow changes.
- Mentor consultants by providing technical and process assistance as well as guidance on best practices for maintaining Great Plains and interacting with end-users.
- Evaluate and redesign business processes to achieve operational efficiencies to maximize Great Plains investment.
- Map system business requirements to Great Plains functionality.
- Develop and document functional specifications for integrating Great Plains to other applications (ecommerce sites, sales systems, inventory systems, etc.) and custom software.
- Build and maintain client relationship to ensure satisfaction and generate additional revenue.

ePartners, Inc. ***(Atlanta, GA)*** **1998-1999**

Senior Applications Consultant

…Microsoft Dynamics GP ERP Implementations (GL, AP, AR, FA, Cash, Inventory, Sales, Purchasing)

- Perform needs analysis of client systems to determine fits and/or gaps with Great Plains Dynamics Enterprise Accounting.
- Perform business process analysis to determine best practices and key methods of improvement.
- Design and enhance multi-company general ledger account format.
- Converted client data from various legacy accounting data formats to Great Plains Dynamics format.
- Integrated Great Plains Dynamics with various business applications to meet complex needs of clients.
- Conducted training sessions of all Great Plains Dynamics modules, both classroom and one on one sessions.
- Troubleshoot and solve various software problems at client sites.
- Perform database maintenance in both Btrieve and MS SQL databases.
- Managed the implementation of Great Plains Dynamics C/S+ on MS SQL database engine.

Akzo Nobel Industrial Fibers, Inc. (Scottsboro, AL) **1995-1998**

Assistant Controller

…Microsoft Dynamics GP ERP Implementation (GL, AR, FA, Sales, Inventory)

- Controller for Nylon manufacturing team, preparing proactive and present cost / benefit analysis, sensitivity calculations and financial information to support team decisions.
- Developed and maintained cost prices for all Nylon products.
- Analyze changes in raw materials and manufacturing methods to determine the effects on costs of the Nylon product.
- Analyze actual manufacturing costs and prepare periodic report comparing standard costs to actual production costs.
- Proper coding of raw materials invoices and monitoring purchase price variances.
- Created Sales Margins reporting system utilizing MS Access with SQL and ODBC links.
- Responsible for Billing, Accounts Receivable, and Credit functions.
- Improved Accounts Receivable DSO from greater than 65 days to within company standard of less than 55 days.
- Implemented Great Plains Dynamics, integrated with Inventory transactions on the AS400 to reduce Billing tasks by 30 percent.
- Complete month end closing procedures within 4 working days

KW Bowie Accounting & Information Services (Baker, LA) **1993-1995**

Accountant / Consultant

…(Clients include: a real estate broker, pest control company, federal grant administrator and environmental service firm.)

- Designed and maintained computerized profit and non-profit accounting systems.
- Prepare and process automated payrolls; Prepare and file all W-2s and 1099s.
- Train clients on various accounting procedures and personal computer operations.
- Prepare monthly and annual financial statements.
- Developed a database management system to track customer environmental waste movement.

Church Point Ministries, Inc. (Baton Rouge, LA) **1989-1993**

Accountant / Systems Analyst

- Responsible for entire accounting function for parent and four subsidiaries.
- Reconciled general ledger accounts
- Prepared annual budgets and financial statements.
- Analyze all hardware & peripheral problems; Maintain and update all software;
- Implemented Northon Telecom system for over 75 users.
- Project manager for various special events held at the ministry.
- Train and instruct staff on the effective use of various business software applications.
- Developed a database management system to track donor giving and family profiles.

EDUCATION

Southern University – Baton Rouge, Louisiana
Bachelor of Science in Accounting, 1990

CERTIFICATION

Project Management Institute
Project Management Professional (PMP), July 2004 – August 2009

9211 Waterford Centre Blvd, Suite 125
Austin, TX 78758

3/20/2019
Greg Berglund

GTS DIR#-TSO-3504

Re: Quote for Kirklin Bowie
Enterprise Architect 2 Core
$150.00 per hour
2768 hours
Total……..$415,200.00

Thank you,

JENNY KERTSOS
Account Executive, Staffing

P 540.847.2996 **F** 512.452.0691
jenny.kertsos@gts-ts.com

Scope of Services

Pursuant to the DIR-TSO-3504, GTS shall provide Kirkland Bowie as Enterprise Architect 2 Core at the rate and rank as provided above for City of Georgetown's implementation of the Workday ERP System (the "Project"). The Enterprise Architect will be on-site at the City for 16 months. Kirkland Bowie, or any candidate provided as a replacement pursuant to the terms of DIR-TSO-3504, must have the following skills and perform the following services:

The Enterprise Architect will analyze requirements during the City of Georgetown's Workday ERP system implementation and design service solutions to meet those objectives. In this role, the Enterprise Architect will utilize his expertise of Workday processes to construct risk assessments and corresponding remediation plans. The Enterprise Architect will use departmental automation tools as available, to craft detailed and accurate deliverables that specify processes, technology, staffing, and project management involved in proposed services solutions.

- Finance GL Subject Matter Expert and key decision maker
- Accountable for the development and delivery of all Financial deliverables
- Accountable for the development and implementation of Finance policies and procedures
- Jointly accountable for the development and implementation of AP/Payroll/Time & Attendance policies and procedures with HR Lead
- Identifies and communicates business requirements
- Key decision maker: responsible for data mapping, sign off on design, configuration and testing
- Develops and maintains documentation
- Supports change control process and reviews
- Works with Procurement Lead to define and manage policies and procedures related to Customers and Suppliers
- Responsible for assuring that data content, mapping, and crosswalks requirements are incorporated into the data environment and has maintenance of business support
- Oversees and supports data grooming, working with data owners to support business requirements
- Assists with scheduling, project plan maintenance, and communications
- Workday, Oracle Fusion, and PeopleSoft ERP experience
- Knowledge of integration technologies and how they work (Web services and API's)
- In depth technical and functional knowledge of Workday system configuration
- Provide a "trusted expert advisor" role as a Subject Matter Expert for technical services, to both internal and external customers, ranging from formal advice to internal and external customer presentations
- Demonstrated strong written and oral communication skills, and presentation skills
- Ability to work effectively with business and technology
- Excellent analytical, problem solving, and multi-tasking skills
- Evaluate multiple potential solutions and provide recommendations
- Ability to work independently and multi-task effectively

The Enterprise Architect will represent the interest of the City of Georgetown and be responsible for working with the implementation team.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

ARC GOVERNMENT SOLUTIONS, INC.

1. DIR acknowledges the name change of this contract to ARC Government Solutions, Inc. from Austin Ribbon & Computer Supplies, Inc., effective as of the last date of signature; DIR shall change the contract documents hereafter to ARC Government Solutions, Inc.

2. ARC Government Solutions, Inc. hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Vendor. ARC Government Solutions, Inc. hereby represents to DIR that by the effective date of this Contract that it is registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.

3. Introduction

A. Parties
This Contract for Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and ARC Government Solutions, Inc. ("Vendor"), with its principal place of business at 9211 Waterford Centre Blvd., Ste. 202, Austin, TX 78758.

B. Compliance with Procurement Laws
This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-242, on March 29, 2016, for Information Technology Staffing Augmentation Contracts. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-242 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence
This Contract; Appendix A, Standard Terms and Conditions For Information Technology Staff Augmentation Contracts (ITSAC); Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Services and Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-242, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-242, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1 and finally Exhibit *2*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

4. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. If there are no sales at the end of the initial term, this Contract will not be extended. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

5. Service Offerings

Services available under this contract are limited to information technology staff augmentation services as specified in Appendix C, Services and Pricing Index.

6. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

7. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1.00 %). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000.00 shall be $1,000.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

8. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Shannon Kelley, CTPM, CTCM
Manager, Enterprise Contract Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 463-7666
Facsimile: (512) 475-4759
Email: Shannon.Kelley@dir.texas.gov

If sent to the Vendor:
Ryan Grant
Austin Ribbon and Computer Supplies, Inc.
9211 Waterford Centre Blvd., Ste. 202
Austin, TX 78758
Phone: (512) 452-0651
Facsimile: (512) 452-0691
Email: ryan.grant@arc-is.com

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Information Technology Staff Augmentation Services (ITSAC).

No exceptions have been agreed to by DIR and Vendor.

Remainder of page intentionally left blank

This Contract is executed to be effective as of the date of last signature.

ARC GOVERNMENT SOLUTIONS, INC.

Authorized By: signature on file

Name: Ryan Grant

Title: President

Date: 7/21/2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/28/2016

Office of General Counsel: DB 7/28/2016

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR
INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES (ITSAC)

GTS TECHNOLOGY SOLUTIONS, INC.

formerly

ARC GOVERNMENT SOLUTIONS, INC.

1. DIR acknowledges the name change to GTS Technology Solutions, Inc. from ARC Government Solutions, Inc. with its principal place of business at 9211 Waterford Centre Blvd, Suite 202, Austin, TX 78758. Effective date of change is September 26, 2016. DIR agrees to change all contract files to the new name.

2. GTS Technology Solutions, Inc. hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-3504 to the same extent as if it had been an original party thereto.

3. GTS Technology Solutions, Inc. also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

4. GTS Technology Solutions, Inc. hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.

All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1 and then the Contract**.**

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign.

GTS TECHNOLOGY SOLUTIONS, INC.

Authorized By: signature on file

Name: Ryan Grant

Title: President

Date: 10/21/2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/27/2016

Office of General Counsel: DB 10/25/2016

Amendment Number 2
to
Contract Number DIR-TSO-3504
between
State of Texas, acting by and through the Department of Information Resources
and
GTS Technology Solutions, Inc.

This Amendment Number 2 to Contract Number DIR-TSO-3504 ("Contract") is between the Department of Information Resources ("DIR") and GTS Technology Solutions, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract, is amended by the addition of the following:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through July 28, 2019, or until terminated pursuant to the termination clauses contained in the Contract. The contract will renew automatically in one-year increments for one (1) additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

   Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. Contract, Section 6. Notification is hereby amended as follows: All notices under this Contract shall be sent to a party at the respective address indicated below.

   If sent to the State:
   Kelly A. Parker, CTPM, CTCM
   Director, Cooperative Contracts
   Department of Information Resources
   300 W. 15th St., Suite 1300
   Austin, Texas 78701
   Phone: (512) 475-1647
   Facsimile: (512) 475-4759
   Email: kelly.parker@dir.texas.gov

3. Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated 03/22/2016, is here by restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Information Technology Staffing Augmentation Contracts (ITSAC) dated 09/29/2017.

   All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 2, Amendment Number 1, and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 7/28/2018.

GTS Technology Solutions, Inc.

Authorized By: Signature on File

Name: Ryan Grant

Title: President

Date: 7/10/2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/16/2018

Office of General Counsel: DB 7/11/2018

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

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Appendix A Standard Terms and Conditions for INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT (ITSAC)

1. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

2. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third-party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract - the document executed between DIR and Vendor into which this Appendix A is incorporated.

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D. CPA – refers to the Texas Comptroller of Public Accounts

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

G. State – refers to the State of Texas.

H. DIR – refers to the Department of Information Resources.

I. Acceptable Candidate – refers to a candidate that meets the stated requirements pursuant to a Work Order Solicitation and is correctly identified and priced using the ITSAC Category Pricing as defined in Exhibit B.

J. Active Vendor – refers to Vendors that are given access to opportunities presented through Work Order Solicitations.

K. Best Value Selection – refers to Work Order Solicitation selections made by Customers that do not follow the competitive posting and review process. The Customer informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection. Customer will determine the criteria for Best Value Selection and whether or not to use this procurement.

L. Evaluation Period – refers to the three-calendar month period that coincides with the State fiscal calendar. The evaluation periods are September 1, to November 30: December 1 through February 28; March 1 to May 31 and June 1 through August 31st.

M. Evaluation Status – refers to the evaluation that is provided quarterly. It is one of two values: Acceptable or Unacceptable. Vendor shall be evaluated on its performance relative to the performance of other Vendors in the same grouping.

N. Hourly Rate – refers to the rate that is charged by the Vendor and paid by the Customer for services rendered by Worker(s) under this contract. It is calculated and communicated in terms of dollars per hour.

O. Interviewed Candidate – refers to an Acceptable Candidate that was interviewed by the Customer pursuant to a Work Order Solicitation.

P. Invoice – refers to a Customer approved instrument submitted by Vendor for payment of services.

Q. ITSAC – refers to the IT Staff Augmentation Contract document executed between DIR and Vendor.

R. Not to Exceed (NTE) – refers to the maximum hourly rate for which a Vendor has agreed to provide Worker(s). By this contract, Vendor can provide Worker(s) at a lower hourly rate, but not a higher hourly rate.

S. Opportunity Response Time – refers to the time within which a Vendor is expected to respond to a Work Order Solicitation with the appropriate resume(s). The metric used for expected opportunity response time is as established by the Customer.

T. Placed Candidate – refers to an Interviewed Candidate that was selected by the Customer pursuant to a Work Order Solicitation.

U. Purchase Order – refers to the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

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V. Rate Schedule – refers to the set of competitive, market driven, standardized rates that will document the NTE hourly rates for ITSAC Workers.

W. TPASS – refers to the Texas Procurement and Support Services Division of the Comptroller of Public Accounts (CPA).

X. Vendor – refers to awarded Information Technology Staff Augmentation Contract (ITSAC) Vendor.

Y. Worker(s) – refers to identified individual(s) who perform authorized services under the supervision of Vendor for DIR Customers and who are employees and/or subcontractors of the Vendor.

Z. Work Order Solicitation – refers to a document submitted to Vendor by DIR outlining the description of services to be performed for a specified DIR Customer. Work Order Solicitation will include: Number of Workers, Worker skills and qualifications required by the DIR Customer, the number of hours to be worked, duration of engagement with the DIR Customer, authorized travel, and other relevant information. The term also includes Best Value Selections made by Customers, in which the Customer defines Best Value Selection and informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection.

3. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas

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and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR do not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than two years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority,

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power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

4. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

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3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third-Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to

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Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have, or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

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G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third-Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third-Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

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K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

5. Terms and Conditions Applicable to State Agency Purchases Only

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later thirty (30) days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a

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reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days from the effective date of the Contract, Vendor will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the services awarded and services description;

b) contact information (name, telephone number and email address) for Vendor;

c) instructions for obtaining quotes and placing Purchase Orders;

d) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

e) a link to the DIR "Cooperative Contracts" webpage for ITSAC Contracts; and

f) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or

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inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

C. Services Warranty and Return Policies

Vendor will adhere to the Vendor's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

D. DIR Logo

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

E. Vendor Logo

If DIR receives the Vendor's prior written approval, DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the

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Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

G. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor will be required to attend an orientation meeting to discuss the content and procedures of the Contract to included reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

H. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

I. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the services.

7. Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A-E.

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor.

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B. Invoices

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

The administrative fee specified in Section 5.A., DIR Administrative Fee, of the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

D. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

E. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. "Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer."

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8. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, C-D

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of pricing and monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager the assigned Contract Manager is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15^{th}) calendar day of the month following the month of the sale. If the 15^{th} calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected

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and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

If Vendor submits three (3) monthly sales reports or cost recovery fee payments late within a 12-month period beginning upon execution of this Contract, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly sales report, Vendor will pay DIR one hundred dollars ($100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of $1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars ($100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of $1000 for late monthly administrative fee payments. DIR does not waive any other contractual remedy pursuant to this Contract.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee

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payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and administrative fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third-party audit of the Vendor's records as specified in C.3 at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH 1).

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall

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provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W.

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

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DEFENDANTS IN ANY LAWSUIT A ND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES

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OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)*

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maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xvii) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

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G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the Certification Statement of Exhibit A of the RFO and/or Section 9.C. (xii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

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K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in

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effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 PER ACCIDENT, $1,000,000 DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and

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regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security[1]s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Managed Services Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or

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(ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

10. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

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2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.1115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be

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ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 19.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 3.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to

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provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

11. Statement of Services to Be Performed

A. Vendor shall provide Worker(s) to DIR Customers to perform services that are defined in the Work Order Solicitation, in accordance with the terms and conditions of the Contract. Workers provided by Vendor shall possess qualifications that meet or exceed those specified in the Work Order Solicitation and will perform the functions as outlined in the Work Order Solicitation at the rates quoted therein. All travel is subject to the prior, written approval of the Customer.

B. Vendor understands that this is a non-exclusive, indefinite quantity contract. DIR makes no representations or warranties that Vendor shall receive any number or volume of Work Order Solicitations hereunder.

12. Work Order Solicitation / Purchase Order Issuance

A. In order to be awarded a Purchase Order hereunder, except for Best Value Selection, Vendors will respond to Work Order Solicitation(s) for services as issued by DIR on behalf of its

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Customers, consistent with the Terms and Conditions of this Contract. Vendor understands that no work under any Purchase Order issued by Customer shall commence until receipt of Purchase Order. Vendor will perform in accordance with the terms and conditions of the Customer Purchase Order.

B. Customer specifications may include pre-selection requirements that potential Vendors (and their Worker) submit to and satisfy criminal background checks as authorized by Texas law.

C. Vendors cannot submit resumes outside of the process for competitive solicitations. (except when customer is using best value).

D. Vendor shall direct all communications concerning this Contract and any Work Order Solicitation(s) to DIR except for Customer initiated communications, the interview, the hiring process and Best Value Selections.

E. Vendor is prohibited from submitting a substitute candidate during the interview process if the original candidate is no longer available. Vendor may offer a replacement candidate, if the Purchase Order (PO) has been issued and the original candidate is no longer available.

F. Duplicate submissions of a candidate will be disqualified, if one or more Vendors submit the same candidate for the same competitive solicitation.

G. Together with each resume submitted, Vendor must submit a Right to Represent, signed by the proposed Worker, authorizing the Vendor to submit Worker's resume for that Work Order Solicitation. If Multiple Vendor's submit resumes and a Right to Represent for the same Worker for a given Work Order Solicitation, then that worker will be disqualified from consideration for the Work Order Solicitation.

H. DIR will not promulgate a standard candidate resume format/layout. Awarded Vendor may submit candidate resumes in desired company format/layout. DIR will require Vendor to submit the approve DIR cover sheet with the candidate resume.

I. Best Value Selections. Customer shall select the candidate and provide DIR with the appropriate procurement documentation to support the selection.

13. Hourly Rates

A. The Vendor shall quote hourly bill rates to DIR in response to Work Order Solicitation(s) provided by DIR on behalf of its Customer during the term of this Contract. Hourly bill rates shall not exceed awarded NTE bill rates in this Contract. Hourly rates quoted in a particular Purchase Order shall remain valid for a period of time specified in the Purchase Order. Vendor shall not increase its rates under any Purchase Order, including amendments/Purchase Order Change Notice (POCN) thereto, without the express prior written approval of Customer. In the event, that the Vendor submits an hourly bill rate that exceeds the NTE bill rate in the contract, the candidate will be submitted to the customer with an hourly bill rate that is reduced to the NTE hourly bill rate in the contract.

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B. All quoted hourly bill rates shall include all expenses associated with each candidate, including wages, benefits, DIR Cost Recovery Fee, usual living expenses and costs of commuting to and from the Customer's primary work site designated. Travel reimbursement may be allowed. See Appendix A Terms and Conditions Section 6. C. Payments and Contract Section 4. F. Travel Expense Reimbursement.

C. Payment of work over 40 hours will be at the hourly rate quoted and must be coordinated and pre-approved through the customer.

14. Vendor Suspension

DIR's Right to Suspend Contract for Cause in accordance with this Section. DIR may suspend Vendor's performance of this Contract, in whole or in part, for a period up to 180 calendar days by following the procedure in this paragraph. When a violation of the contract as set forth below occurs, DIR may send a Notice of Intent to Suspend to the Vendor providing the reasons for the proposed suspension. Vendor shall have five (5) business days from receipt of the Notice of Intent to Suspend to provide a written response. At the expiration of the 5 business days, DIR will make a determination whether a violation(s) of the contract occurred. In those instances where a violation is found to have occurred, DIR shall decide on a period of suspension up to 180 calendar days in length and send a written notice of the period of suspension and the related findings to Vendor. The suspension shall be effective from the date of receipt by Vendor. DIR may issue a Notice of Intent to Suspend under the proper circumstances, which include, but are not limited to the events listed below:

1) Vendor or Vendor's Worker(s) no longer holds necessary license(s) or certificate(s) required to perform the work under any Work Order;

2) Vendor falsifies an invoice for services or travel reimbursement;

3) Vendor is prohibited from contacting a Customer to discuss an "open" competitive solicitation during the Work Order Solicitation; however, Vendor is allowed to market their business to Customers.

4) Vendor or its Workers have engaged in practices prohibited in Section 6+, Purchase Orders, Invoices and Payments hereof; Section 8, Vendor Responsibilities; hereof; and Section 7, Intellectual Property Matters, in the Contract;

5) Vendor or Vendor's Worker commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Vendor's performance under this Contract in accordance with its terms.

15. Substitution of Workers

A. During the ITSAC process for competitive Work Order Solicitations, Vendors can only submit candidates to DIR for the positions being solicited and not directly to the Customer.

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B. If Customer determines the Worker does not meet the qualifications needed, has not followed applicable safety standards or for any other reason is unable to complete the assignment satisfactorily, Customer will direct Vendor to resolve the complaint or remove its Worker immediately. If Vendor is unable to resolve the complaint immediately or provide a satisfactory substitute Worker within seven (7) business days, the Purchase Order may be terminated, and Customer may select another Vendor to finish the remaining work as outlined in the Work Order Solicitation

C. If a Worker no longer provides services for Vendor, Vendor shall have up to seven (7) business days to replace the Worker with a substitute satisfactory to DIR and its Customer. Vendor shall use its best efforts to provide a substitute Worker at the same, or a lower rate than that charged for the replaced Worker's services. If the rate for the substitute Worker is higher than the rate charged for the replaced Worker's services and the higher rate is unacceptable to DIR, or if the Vendor is unable to provide a satisfactory substitute Worker within seven (7) business days, the appropriate Work Order may be terminated, and DIR may select another Vendor to finish the remaining work.

D. In the event the Worker cancels his/her obligation without cause prior to the original termination date, Customer may require the Vendor to provide a replacement to complete the obligation that the departing individual did not fulfill. The replacement must be approved by Customer and will be provided at no charge for a time equal to seven (7) business days, not to exceed fourteen (14) business days. This gratis period is to cover the cost to Customer of retraining the replacement individual on the internal Customer systems.

E. Except when a Worker leaves employment voluntarily, the Vendor may not remove a Worker from a project without prior written consent of DIR.

F. Vendor is responsible to retrieve from all Workers as they transition from work on a Work Order, whether voluntarily or involuntarily, all keys, access cards, files, equipment and all other property and security devises that may have been issued to Worker by DIR's Customer and to deliver the items to the Customer.

16. ITSAC Protocol

A. The Vendor shall not hire employees of a DIR Customer and offer such employees as Workers for a Work Order Solicitation on which that employee is currently participating. Unless an employee is released from employment, Vendor shall not hire an employee of another Vendor providing Workers to a DIR Customer and offer such employee as Workers for a Work Order Solicitation on which that Worker is currently participating until such time as the Purchase Order under which that Worker was originally obtained has expired or been terminated pursuant to Section 9.4) b). (Worker/Candidate is responsible for contractual obligations to the Vendor that initially submitted the worker/candidate to the Customer).

B. Worker who is currently on contract to a Customer through the DIR ITSAC program <u>will not</u> be considered for additional DIR Work Order Solicitations having overlapping timeframes. However, at the discretion of a DIR Customer, Workers who are currently assigned to a DIR Customer through the DIR ITSAC program may be considered for additional DIR ITSAC work

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from the same DIR Customer. Vendors shall not submit the names of the same Worker for an overlapping time frame unless previously agreed to by the Customer.

17. Non-Solicitation of State Employees

A. Vendor shall not solicit, directly or indirectly, any employee of DIR who is associated with this Contract for a period of 90 calendar days following completion of the Contract. Further, Vendor shall not solicit for a period of 90 days following completion of the Work Order, directly or indirectly, any employee of a DIR Customer who has participated in any projects on which the Vendor's Workers have been assigned.

B. DIR and its Customer agree not to solicit employees of the Vendor, during the term of the appropriate Work Order, and for a period of 90 calendar days thereafter.

18. Warranty

The Customer has 30 days from the date of signature on the Vendor Invoice to inform Vendor of its determination that the Vendor's employee (candidate) has made errors in completed work. Customer will immediately inform the Vendor of the Customer's determination. Vendor shall make corrections and revisions as necessary to provide the Customer with an acceptable Work Product without cost to Customer. Correction is limited to rework of the unsatisfactory work without change to the original specifications and without regard to the amount of the effort expended on the original work.

19. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

20. Captions

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Appendix A Standard Terms and Conditions for
INFORMATION TECHNOLOGY STAFF AUGMENTATION CONTRACT
(ITSAC)

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

- ☑ Section 1 - Respondent and Requisition Information
- ☑ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☑ Section 3 - Self Performing Justification
- ☑ Section 4 - Affirmation

***<u>Continuous Contract</u>:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Austin Ribbon & Computer Supplies, Inc. State of Texas VID #: 1742339797900

Point of Contact: Ryan Grant Phone #: 512-452-0651

E-mail Address: ryan.grant@arc-is.com Fax #: 512-452-0691

b. Is your company a State of Texas certified HUB? ☑ **- Yes** ☐ **- No**

c. Requisition #: DIR-TSO-TMP-242 Bid Open Date: 04/28/2016 (mm/dd/yyyy)

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☑ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-2 RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Austin Ribbon & Computer Supplies, Inc. does not foresee the need to utilize subcontractors at this time. All services will be performed/fulfilled by ARC personnel.

If this changes in the future ARC will submit a new HUB Subcontracting Plan to DIR.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

signature on file	Ryan Grant	President	4/25/2016
Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Austin Ribbon & Computer Supplies, Inc. Requisition #: DIR-TSO-TMP-242

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Austin Ribbon & Computer Supplies, Inc.
State of Texas VID #: 1742339797900
Point-of-Contact: Ryan Grant
Phone #: 512-452-0651
E-mail Address: ryan.grant@arc-is.com
Fax #: 512-452-0691

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:
Point-of-Contact:
Phone #:
Requisition #: DIR-TSO-TMP-242
Bid Open Date: 04/28/2016 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Vendor Name: GTS Technology Solutions, Inc.

Category	Title	Level	Pricing Not-to-Exceed Rate ($ per Hour)		
			Technology Type		
			Legacy	Core	Emerging
			NTE Rate	NTE Rate	NTE Rate
Applications	Programmer/ Developer Analyst	Developer Analyst 1	$76.42	$73.45	$76.56
		Developer Analyst 2	$81.63	$85.98	$96.52
		Developer Analyst 3	$104.21	$100.40	$113.53
	Programmer/Developer	Developer 1	$72.95	$71.20	$75.01
		Developer 2	$86.84	$83.75	$94.26
		Developer 3	$99.00	$97.25	$109.39
	Software Test Analyst	Software Test Analyst 1	$60.79	$65.28	$71.39
		Software Test Analyst 2	$65.88	$71.07	$82.57
		Software Test Analyst 3	$76.46	$81.99	$96.43
	Technical Writer	Technical Writer 1	$48.17	$51.98	$56.19
		Technical Writer 2	$56.90	$61.03	$65.57
		Technical Writer 3	$66.11	$69.01	$76.10
	Business Analyst	Business Analyst 1	$64.68	$70.15	$76.40
		Business Analyst 2	$85.10	$87.06	$90.01
		Business Analyst 3	$105.94	$105.94	$106.02
	System Analyst	System Analyst 1	$65.25	$65.45	$81.37
		System Analyst 2	$75.77	$87.03	$95.50
		System Analyst 3	$88.43	$102.47	$106.40
Data Management	Database Architect	Database Architect 1	$79.58	$76.68	$83.38
		Database Architect 2	$93.42	$95.23	$97.31
		Database Architect 3	$121.58	$130.26	$130.26
	Data Warehouse Architect	Data Warehouse Architect 1	$88.23	$88.58	$88.58
		Data Warehouse Architect 2	$96.88	$97.26	$101.25
		Data Warehouse Architect 3	$118.10	$118.10	$118.44
	Database Administrator	Database Administrator 1	$78.16	$80.16	$86.63
		Database Administrator 2	$83.04	$93.61	$101.54
		Database Administrator 3	$102.47	$116.37	$118.72
Enterprise Architect	Enterprise Architect	Enterprise Architect 1	$128.52	$130.04	$143.75
		Enterprise Architect 2	$154.58	$168.47	$167.51
Project Management	Project Manager	Project Manager 1	$84.93	$96.73	$105.63
		Project Manager 2	$103.67	$116.33	$125.20
	Project Lead	Project Lead 1	$80.84	$87.16	$94.07
		Project Lead 2	$95.42	$108.37	$116.95
Telecom/Networking	Network Engineer	Network Engineer 1	$77.02	$88.58	$99.07
		Network Engineer 2	$94.21	$113.31	$123.18
	Network Administrator	Network Administrator 1	$55.97	$57.67	$65.73
		Network Administrator 2	$65.75	$76.42	$87.15
		Network Administrator 3	$62.82	$82.15	$90.78
Security	Security Analyst	Security Analyst 1	$88.66	$99.99	$111.48
		Security Analyst 2	$100.51	$113.22	$126.76
	Security Engineer	Security Engineer	$105.78	$119.46	$135.03
	Security Architect	Security Architect	$128.25	$161.97	$161.97
Customer Technical Support	Help Desk	Help Desk 1	$39.95	$42.98	$47.11
		Help Desk 2	$47.00	$53.12	$55.08
		Help Desk 3	$54.92	$58.60	$63.58
	Technical Support	Technical Support 1	$46.13	$42.00	$57.23
		Technical Support 2	$56.73	$58.71	$66.58
		Technical Support 3	$63.20	$67.80	$76.38
Information Technology Service Management (ITSM Operations)	Organizational Change Management/OCM Analyst	OCM Analyst 1	$90.31	$90.31	$90.31
		OCM Analyst 2	$119.84	$119.84	$119.84
IT Marketing	Information Technology Communication Coordinators	IT Communications Coordinator 1	$57.31	$57.31	$57.31
		IT Communications Coordinator 2	$81.63	$81.63	$81.63
Information Technology Training	IT End Users Trainer	End User Trainer 1	$76.42	$76.42	$76.42
		End User Trainer 2	$100.73	$100.73	$100.73
Information Technology Contract Management	IT Contract Manager	IT Contract Manager 1	$97.26	$97.26	$97.26
		IT Contract Manager 2	$118.10	$118.10	$118.10

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Consideration and possible action to approve a **Resolution granting** the **petition** for the **voluntary annexation** of an approximate **112.85-acre** tract in the Williams Addition Survey, Abstract No. 21, and approximately 1.7 acres consisting of a portion of Rockride Ln/Southwestern Ave, a right-of-way of varying width of record described to Williamson County, Texas, and approximately 5.1 acres consisting of a portion of County Road 110, a right-of-way of varying width of record described to Williamson County, Texas, **designation** of **initial zoning** of **Residential Single-Family (RS) and General Commercial (C-3) zoning districts**, and directing publication of notice for proposed annexation, for the property generally located at the northeast corner of **Southwestern Blvd./Rockride Road** and **CR 110** to be known as **Patterson Ranch** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The action required of Council is to hear a petition for voluntary annexation and designation of initial zoning of Residential Single-Family (RS) and General Commercial (C-3) submitted in accordance with State Law, and take action to grant or deny the petition.

If the petition is granted, City staff will proceed with the following tentative schedule:

- April 23, 2019: Resolution granting the Petition for Annexation with initial zoning designation of Residential Single-Family (RS) and General Commercial (C-3)
- June 4, 2019: Planning & Zoning Public Hearing (initial zoning designations only)
- June 25, 2019: 1st Public Hearing held at City Council Meeting @ 3pm
- June 25, 2019: 2nd Public Hearing held at City Council Meeting @ 6pm
- July 23, 2019: 1st Reading of Ordinance at City Council Meeting
- August 13, 2019: 2nd Reading of Ordinance at City Council Meeting

FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:

Chelsea Irby, Senior Planner

ATTACHMENTS:

Petition
Resolution
Exhibit A - Location Map
Exhibit B - Legal Description

February 6, 2019

Ms. Sofia Nelson
Planning Director
City of Georgetown, TX

Dear Ms. Nelson,

The property owners (R038849, R462715, R462714, R038850, R038896) of the approximately 97 acres located at 4301 Southwestern Blvd., wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

The applicant wishes to submit this application to zone the property to Residential Single Family (RS) and General Commercial (C-3), allowing the development of a residential subdivision, with associated commercial uses. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

Owner Name
Glenn Patterson

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Samuel G. Patterson, known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 12 day of Feb, 2019.

Notary Public, State of Texas
My commission expires on: 8-22-20

MARTIN WHITENER
Notary ID # 130789538
My Commission Expires
August 22 2020

February 6, 2019

Ms. Sofia Nelson
Planning Director
City of Georgetown, TX

Dear Ms. Nelson,

The property owners (R038849, R462715, R462714, R038850, R038896) of the approximately 97 acres located at 4301 Southwestern Blvd., wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

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With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

Kay Patterson

Owner Name

Barbara Kay Patterson

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Kay Patterson, known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 6th day of February, 2019.

Matthew Moritz

Notary Public, State of Texas
My commission expires on: 08/13/2022

NOTARY PUBLIC STATE OF TEXAS
MATTHEW MORITZ
My Notary ID # 131680288
Expires August 13, 2022

February 6, 2019

Ms. Sofia Nelson
Planning Director
City of Georgetown, TX

Dear Ms. Nelson,

The property owners (R038849, R462715, R462714, R038850, R038896) of the approximately 97 acres located at 4301 Southwestern Blvd., wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

The applicant wishes to submit this application to zone the property to Residential Single Family (RS) and General Commercial (C-3), allowing the development of a residential subdivision, with associated commercial uses. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

Elizabeth Patterson Bays

Owner Name

ELIZABETH PATTERSON BAYS

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Elizabeth Patterson Bays, known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 7 day of February, 2019.

Alisha Worley

Notary Public, State of Texas
My commission expires on: 08-12-2021

ALISHA WORLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-12-21
Notary ID # 12952146-3

February 6, 2019

Ms. Sofia Nelson
Planning Director
City of Georgetown, TX

Dear Ms. Nelson,

The property owner (R442339) of the approximately 15 acres located at 2775 Rockride Ln. that is part of the 4301 Southwester Blvd. project, wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

The applicant wishes to submit this application to zone the property to Residential Single Family (RS) and General Commercial (C-3), allowing the development of a residential subdivision, with associated commercial uses. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

Owner Name

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Jacob Sedwick, known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 13th day of February, 2019.

Samuel Asher

Notary Public, State of Texas
My commission expires on: 07-09-2022.

SAMUEL ASHER
Notary Public, State of Texas
Comm. Expires 07-09-2022
Notary ID 131634720

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A PETITION FOR THE VOLUNTARY ANNEXATION OF CERTAIN TERRITORY CONSISTING OF AN APPROXIMATELY 112.85-ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISION SURVEY, ABSTRACT NO. 21; DESIGNATION OF INITIAL ZONING OF RESIDENTIAL SINGLE-FAMILY (RS) AND GENERAL COMMERCIAL (C-3); AND DIRECTING PUBLICATION OF NOTICE FOR PROPOSED ANNEXATION.

WHEREAS, the owners of the hereinafter described area of land have requested the governing body of the City of Georgetown, pursuant to Local Government Code Chapter 43 Subchapter C1, by written petition, properly acknowledged, to annex said area of land into the City of Georgetown, to-wit:

> 112.85-acre tract of land situated in the William Addision Survey, Abstract No. 21, more particularly shown on the map attached hereto as *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS:

SECTION 1: That the said Petition, being proper and according to law, shall be, and is hereby, granted; and, further, the City Secretary is directed to commence the publication of notices of two public hearings before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law.

SECTION 2: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 3: This resolution shall become effective immediately upon adoption.

RESOLVED this 23rd day of April, 2019.

THE CITY OF GEORGETOWN:

_____
Dale Ross
Mayor

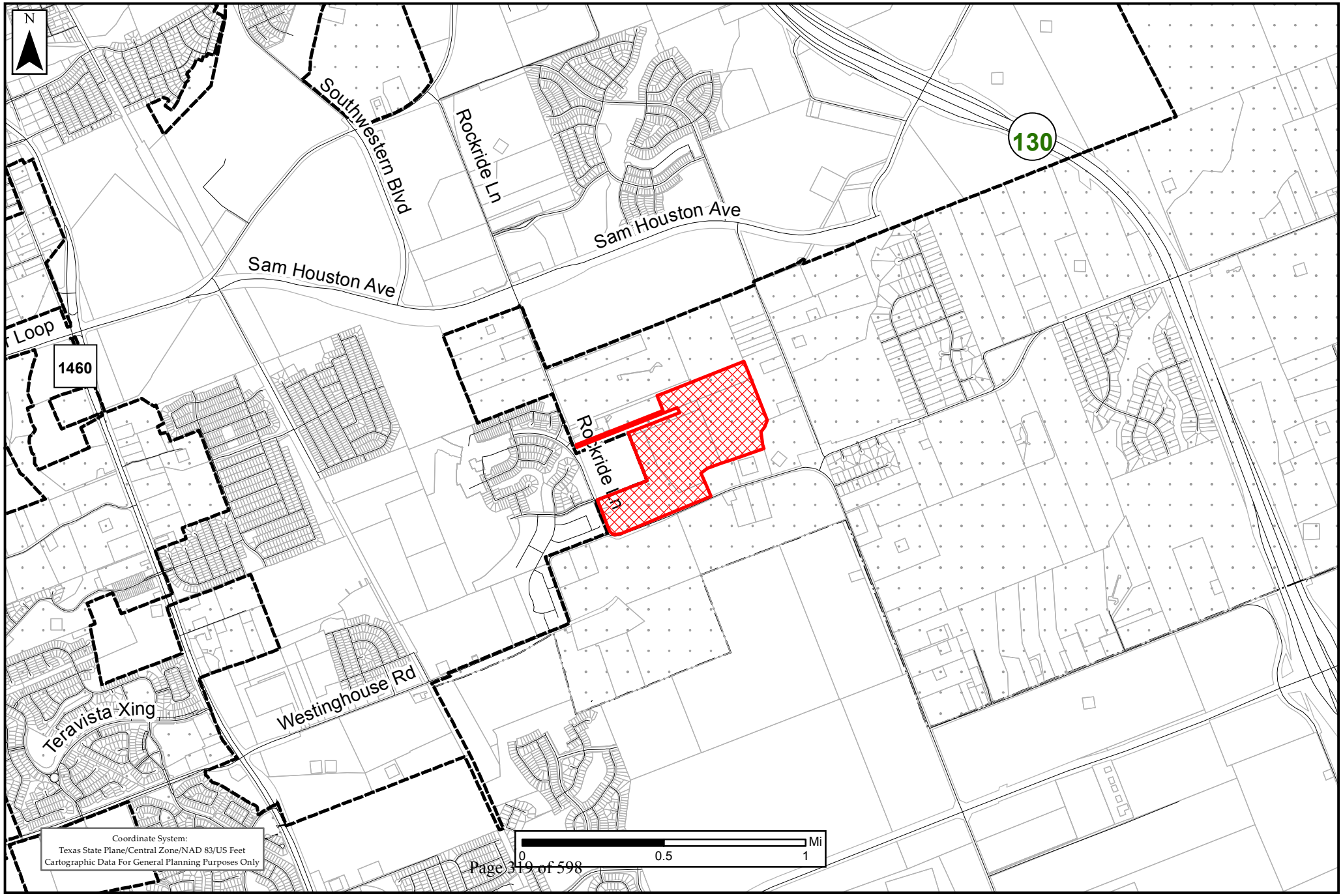
ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney

Location Map
2019-3-ANX
Exhibit #1



MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 112.85 ACRE TRACT OF LAND

A **112.85 ACRE** TRACT OF LAND, OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT 21, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE REMAINING OF A CALLED 124.91 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO MARVIN G. PATTERSON AND WIFE, BARBARA KAY PATTERSON RECORDED IN VOLUME 510, PAGE 557 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), ALL OF THE REMAINDER OF A CALLED 33.33 ACRE TRACT DESCRIBED IN DEED TO MARVIN G. PATTERSON AND WIFE, BARBARA KAY PATTERSON RECORDED IN VOLUME 522, PAGE 613 OF THE D.R.W.C.T., BEING ALL OF A CALLED 30.33 ACRE TRACT DESCRIBED IN WARRANTY DEED TO IVA ELIZABETHPATTERSON BAYS RECORDED IN DOCUMENT NUMBER 2004059478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), ALL OF A CALLED 30.33 ACRE TRACT DESCRIED IN WARRANTY DEED TO SAMUEL GLENN PATTERSON RECORDED IN DOCUMENT NUMBER 2004059479 OF THE O.P.R.W.C.T. AND BEING ALL OF A CALLED 15.72 ACRE TRACT DESCRIBED IN WARRANTY DEED TO JACOB ROBERT SEDWICK RECORDED IN DOCUMENT NUMBER 2007004976 OF THE O.P.R.W.C.T., TEXAS. SAID **112.85 ACRE** TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at iron rod found with plastic cap stamped "STEGER BIZZELL" for an angle point in the west line of the remainder of said 124.91 acre tract, the southwest corner of a called 21.734 acre tract described in deed to Georgetown Independent School District recorded in Document Number 2017086886 of the O.P.R.W.C.T. and on the existing east right-of-way line of County Road 110, also called Rockridge Lane (right-of-way varies);

THENCE North 68°34'42" East 991.33 feet with the west line of said Remainder of 124.91 acre tract and the south line of said 21.734 acre tract to an iron rod found with plastic cap stamped "STEGER BIZZELL" for the southwest corner of said 21.734 acre tract;

THENCE North 21°27'28" West 955.55 feet with the west line of the remainder of 124.91 acre tract and the east line of said 21.734 acre tract to an iron rod found with plastic cap stamped "STEGER BIZZELL" for the northwest corner of the remainder of said 124.91 acre tract, the northeast corner of said 21.734 acre tract and the south line of a called 4.635 acre tract described in deed to Eric Wayne Butzow and Rhonda Talley-Butzow recorded in Document Number 200768869 of the O.P.R.W.C.T.;

THENCE North 68°32'25" East 1026.79 feet with the north line of said 124.91 acre tract and the south line of said 4.635 acre tract to a 1/2-inch iron rod found for the southeast corner of said 4.635 acre tract;

THENCE North 23°51'12" West 101.02 feet with the east line of said 4.635 acre tract to a 1/2-inch iron rod found for the northeast corner of said 4.635 acre tract and the south line of a called 15.72 acre tract described in deed to Jacob Robert Sedwick recorded in Document Number 2007004976 of the O.P.R.W.C.T.;

THENCE South 68°31'24" West 2011.96 feet with the north line of said 4.635 acre tract and the south line of said 15.72 acre tract to a 1/2-inch iron rod found for the northwest corner of said 4.635 acre tract, the southwest corner of said 15.72 acre tract and on the existing east right-of-way line of County Road 110;

THENCE North 21°17'27" West 50.13 feet with the west line of said 15.72 acre tract and the existing east right-of-way line of County Road 110 to a 1/2-inch iron rod found for the westerly most northwest corner of said 15.72 acre tract and the southwest corner of a called 12.00 acre tract described in deed to Gary T. Collins and wife, Dayna J. Collins recorded in Document Number 2001069029 of the O.P.R.W.C.T.;

THENCE North 68°31'24" East 1742.17 feet with the north line of said 15.72 acre tract and the south line of said 12.00 acre tract to a iron rod found with plastic cap stamped "CCC 4835" for an angle point in the north line of said 15.72 acre tract and the southeast corner of said 12.00 acre tract;

THENCE North 21°28'41" West 299.99 feet with the north line of said 15.72 acre tract and the east line of said 12.00 acre tract to a iron rod found with plastic cap stamped "CCC 4835" for an angle point in the north line of said 15.72 acre tract, the northeast corner of said 12.00 acre tract and on the south line of a called 34.19 acre tract described in deed to Earl Wayne Brady recorded in Document Number 2007084256 of the O.P.R.W.C.T.;

THENCE North 68°59'35" East 1741.81 feet with the north line of said 15.72 acre tract and the south line of said 34.19 acre tract to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" for the northeast corner of said 15.72 acre tract, the southeast corner of said 34.19 acre tract and on the west line of a called 20.00 acre tract described in deed to Jim Webb and wife, Virginia Webb recorded in Document Number 1997018233 of the O.P.R.W.C.T.;

THENCE South 21°44'00" East 1167.37 feet with the east line of said 15.72 acre tract, the east line of said 30.33 acre tract (2004059479) and the west line of said 20.00 acre tract to a 1/2-inch iron rod found for an angle point in the east line of said 30.33 acre tract (2004059479), the southwest corner of said 20.00 acre tract and the northwest corner of a called 15.126 acre tract described in deed to John Valenta and wife, Myra Valenta recorded in Volume 2225, Page 432 of the O.R.W.C.T.;

THENCE South 21°15'03" West 130.27 feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY";

THENCE South 37°56'53" West 119.69 feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY";

THENCE South 08°08'53" East 240.12' feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a 1/2-inch iron rod found;

THENCE South 16°55'29" East 78.13 feet with the east line of said 30.00 acre tract (2004059479) and the west line of said 15.126 acre tract to a 1/2-inch iron rod found for the southeast corner of said 30.33 acre tract (2004059479), and angle point in the west line of said 15.126 acre tract and the northeast corner of a called 7.00 acre tract described in deed to Samuel Glenn Patterson recorded in Volume 1902, Page 459 of the O.R.W.C.T.;

THENCE South 70°58'05" West 610.68 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract to a 1/2-inch iron rod found for an angle point in the south line of said 30.33 acre tract (2004059479) and the northeast corner of a called 7.00 acre tract described in deed to Iva Elizabeth Patterson recorded in Volume 1902, Page 462 of the O.R.W.C.T.;

THENCE South 71°01'37" West 230.86 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 3/8-inch iron rod found for the southwest corner of said 30.33 acre tract (2004059479) an angle point in the north line of said 7.00 acre tract (1902/462) and the southeast corner of a said 30.33 (2004059478);

THENCE South 71°01'37" West 272.48 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 1/2-inch iron rod found for angle point of both tract;

THENCE South 51°41'43" West 155.33 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 1/2-inch iron rod found for the northwest corner of said 7.00 acre tract (1902/462);

THENCE South 23°57'22" East 468.91 feet with the south line of said 30.33 acre tract (2004059479), the west line of said 7.00 acre tract (1902/462) and the remainder of said 124.91 acre tract to a 1/2-inch iron rod found for and angle point in the south line of said 124.91 acre tract, the southwest corner of said 7.00 acre tract (1902/462) and on the existing north right-of-way line of said County Road 110;

THENCE South 67°25'20" West 1798.27 feet with the south line of said 124.91 and the existing north right-of-way line of said County Road 110 to a 3/8-inch iron rod found for the southwest corner of the remainder of said 124.91 acre tract;

THENCE with the west line of the remainder of 124.91 acre tract and the existing east right-of-way line of County Road 110 the following four (4) calls:

1. **THENCE South 78°35'00" West 144.05 feet** to a 3/8-inch iron rod found;
2. **THENCE North 70°09'27" West 41.92 feet** to a 1/2-inch iron rod found;
3. **THENCE North 43°51'21" West 73.26 feet** to a 3/8-inch iron rod found;
4. **THENCE North 21°18'00" West 623.79 feet** to the **POINT OF BEGINNING** and containing **112.85 acres** of land situated in Bastrop County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document and a Surveyor's Report are too accompany this field note description. Field work performed on January 14-24, 2019.

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

WITNESS MY HAND AND SEAL at Georgetown, Williamson County, Texas

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.

2-13-2019

STATE OF TEXAS
REGISTERED
CORY BLAKE SILVA
6500
PROFESSIONAL
LAND SURVEYOR

Cory Blake Silva

Registered Professional Land Surveyor No. 6500

Job # 19-5001

Date: February 13, 2019

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Consideration and possible action to approve a **Resolution granting** the **petition** for the **voluntary annexation** of an approximate **2.54-acre tract** in the Williams Addition Survey, Abstract No. 21, and 0.17 acres consisting of a portion of Old 1460 Trail, a right-of-way of varying width of record described to Williamson County, Texas, designation of initial zoning of General Commercial (C-3), and directing publication of notice for proposed annexation, for the property generally located at **1051 Old 1460 Trail** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The action required of Council is to hear a petition for voluntary annexation and designation of initial zoning General Commercial (C-3) submitted in accordance with State Law, and take action to grant or deny the petition.

If the petition is granted, City staff will proceed with the following tentative schedule:

- 4/23/2019: Resolution granting the Petition for Annexation with initial zoning designation General Commercial (C-3)
- 5/21/2019: Planning & Zoning Public Hearing (initial zoning designation only)
- 5/28/2019: 1st Public Hearing held at City Council Meeting @ 3pm
- 5/28/2019: 2nd Public Hearing held at City Council Meeting @ 6pm
- 6/25/2019: 1st Reading of Ordinance at City Council Meeting
- 7/9/2019: 2nd Reading of Ordinance at City Council Meeting

FINANCIAL IMPACT:
City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:
Chelsea Irby, Senior Planner

ATTACHMENTS:

Petition
Resolution
Exhibit A - Location Map
Exhibit B - Legal Description

Land *ANSWERS, Inc.*
Development Planning Consultants

3606 Winfield Cove
Austin, Texas 78704
(512)416-6611 • Fax (512)416-6610

landanswers@sbcglobal.net

March ___, 2019

Planning Staff
Georgetown Planning Department
406 W 8th Street
Georgetown, Texas 78626

RE: Voluntary Annexation Application; 1051 Old 1460 Trail

Dear Planning Staff,

Please let this Letter of Intent serve as our request to voluntarily annex the 2.53 acre property at 1051 Old 1460 Trail, also known as AW0180 DUYCHES, L.J. Sur., TRACT AKA AW0021 ADDISON, WM. SUR., ACRES 2.53. We are also requesting that the base zoning district established upon annexation be C-3, as the property is adjacent to existing C-3 zoning.

This property is located in the Georgetown ETJ, and is adjacent to the Georgetown City Limits. On this property currently sit two single family residences; both abandoned and in significant disrepair.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

Julio Reyes Henriquez

STATE OF Texas §
COUNTY OF Montgomery §

Before me, the undersigned notary, on this day personally appeared Julio Henriquez known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 27 March 2019.

[Seal]

SHIRLEY OLMSTEAD
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 128334417

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A PETITION FOR THE VOLUNTARY ANNEXATION OF CERTAIN TERRITORY CONSISTING OF AN APPROXIMATELY 2.54-ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISION SURVEY, ABSTRACT NO. 21, AND 0.17 ACRES CONSISTING OF A PORTION OF OLD 1460 TRAIL, A RIGHT-OF-WAY OF VARYING WIDTH DESCRIBED TO WILLIAMSON COUNTY, TEXAS; DESIGNATION OF INITIAL ZONING OF GENERAL COMMERCIAL (C-3); AND DIRECTING PUBLICATION OF NOTICE FOR PROPOSED ANNEXATION.

WHEREAS, the owners of the hereinafter described area of land have requested the governing body of the City of Georgetown, pursuant to Local Government Code Chapter 43.028, by written petition, properly acknowledged, to annex said area of land into the City of Georgetown, to-wit:

> 2.54-acre tract of land situated in the William Addison Survey, Abstract No. 21, and 0.17 acres consisting of a portion of Old 1460 Trail, more particularly shown on the map attached hereto as *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS:

SECTION 1: That the said Petition, being proper and according to law, shall be, and is hereby, granted; and, further, the City Secretary is directed to commence the publication of notices of two public hearings before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law.

SECTION 2: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 3: This resolution shall become effective immediately upon adoption.

RESOLVED this 23rd day of April, 2019.

THE CITY OF GEORGETOWN:

_____
Dale Ross
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

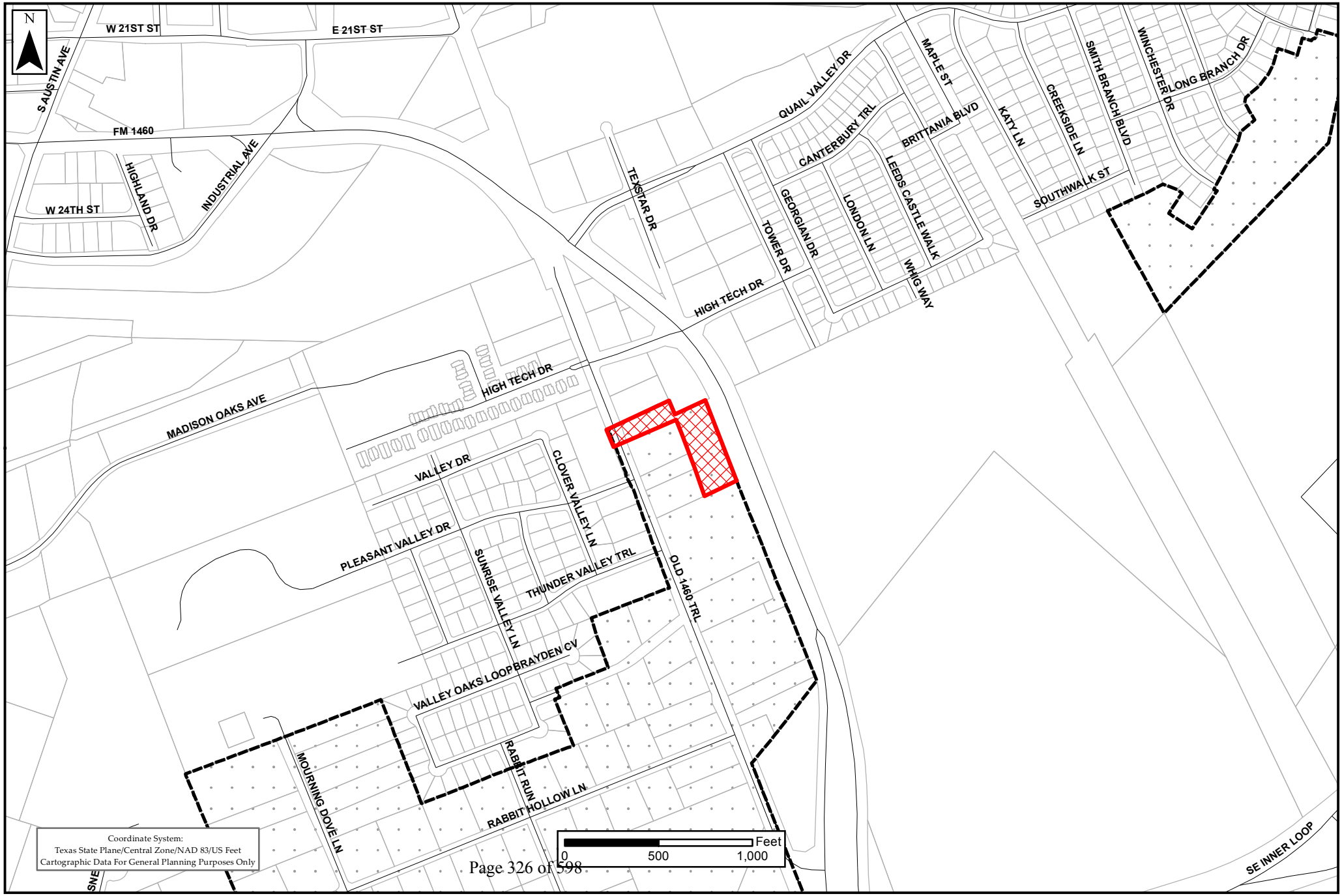
APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney

Location Map

2019-4-ANX

Exhibit #1



FIELD NOTES
JOB NO. 190201–00
DATE: 3-8-19

2.54 ACRES

Being 2.54 acres of land situated in Williamson County, Texas, out of the William Addison Survey, Abstract No. 21, and being that same property conveyed to Julio H. Reyes and Gloria E. Reyes, in that instrument recorded under Document No. 9641787 of the Official Records, Williamson County, Texas, as surveyed on the ground on this, the 6th day of March, 2019, by Texas Land Surveying, Inc., and further described by metes and bounds as follows:

BEGINNING: at a ½" iron rod found in the east line of Old 1460 Trail, for the southwest corner of Horizon Commercial Park, Resubdivision of Block A, Lot 1, as recorded in Cabinet CC, Slides 90-91 of the Plat Records, Williamson County, Texas, the northwest corner of said Reyes tract, and this parcel, from which a ½" iron rod found in the east line of Old 1460 Trail, for the northwest corner of said Horizon Commercial Park Resubdivision of Block A, Lot 1, bears N 21°25'52" W, 290.15 feet.

THENCE: N 64°30'05" E, 285.56 feet along the south line of said Horizon Commercial Park Resubdivision of Block A, Lot 1, the north line of said Reyes tract, and this parcel, to a ½" iron rod w/ pink cap stamped "TLS, Inc.", set in the west line of Horizon Commercial Park, Lot 2, Block A, as recorded in Cabinet F, Slides 324-325 of said Plat Records, for the southeast corner of said Horizon Commercial Park Resubdivison of Block A, Lot 1, an angle point in the north line of said Reyes tract, and this parcel.

THENCE: S 24°54'06" E, 83.56 feet along the west line of said Horizon Commercial Park, Lot 2, Block A, the north line of said Reyes tract, and this parcel, to a ½" iron rod w/ pink cap stamped "TLS, Inc.", set, for the southwest corner of said Horizon Commercial Park, Lot 2, Block A, an angle point in the north line of said Reyes tract, and this parcel, from which a 1" pipe found, bears N 42°20'43" W, 2.44 feet.

THENCE: N 64°56'30" E, 175.45 feet along the south line of said Horizon Commercial Park, Lot 2, Block A, the north line of said Reyes tract, and this parcel, to an iron rod w/ aluminum cap stamped "TXDOT" found in the west line of realigned FM-1460, for the northwest corner of a called 16.269 acres, conveyed to the City of Georgetown, Texas, in that instrument recorded under Document No. 2013117855 of the Official Public Records, Williamson County, Texas, the northeast corner of said Reyes tract, and this parcel.

THENCE: S 21°09'09" E, 458.75 feet along the west line of FM-1460, the east line of said Reyes tract, and this parcel, to a ½" iron rod found in the north line of a called 236.41 acres, conveyed to Georgetown Railroad Co., Inc., in that instrument recorded in Volume 1638, Page 369 of the Deed Records, Williamson County, Texas, for the southeast corner of said Reyes tract, and this parcel.

THENCE: S 64°06'55" W, 182.42 feet along the north line of said Georgetown Railroad Co., Inc. tract, the south line of said Reyes tract, and this parcel, to a ½" iron rod found, for the southeast corner of a called 1 acre, conveyed to Radiation Technology, Inc., in that instrument recorded under Document No. 2014086479 of said Official Public Records, the southwest corner of said Reyes tract, and this parcel.

THENCE: N 20°15'47" W, 154.68 feet along the east line of said Radiation Technology, Inc. tract, the west line of said Reyes tract, and this parcel, to a ½" iron rod w/ pink cap stamped "TLS, Inc." set, for the southeast corner of a called 0.55 acres, conveyed to Renne C. Clawson and Larry Clawson, in that instrument recorded under Document No. 2004065263 of said Official Public Records, the northeast corner of said Radiation Technology, Inc. tract, an angle point in the west line of said Reyes tract, and this parcel, from which a ½" iron rod found in the east line of Old 1460 Trail, for the southwest corner of said Clawson tract, and the northwest corner of said Radiation Technology, Inc. tract, bears S 64°40'40" W, 286.49 feet.

THENCE: N 21°19'47" W, 81.67 feet along the east line of said Clawson tract, the west line of said Reyes tract, and this parcel, to a 1" pipe found, for the southeast corner of a called tract 1, conveyed to Mojtaba Bouzari and Eloise Henderson Bouzari, in that instrument recorded in Volume 935, Page 663 of said Deed Records, the northeast corner of said Clawson tract, and an angle point in the west line of said Reyes tract, and this parcel.

THENCE: N 21°18'34" W, 134.78 feet along the east line of said Bouzari tract, the west line of said Reyes tract, and this parcel, to a ½" iron rod found, for the southeast corner of a called tract 2, 0.486 acres, conveyed to Danny Seay, in that instrument recorded under Document No. 2000074162 of said Official Public Records, the northeast corner of said Bouzari tract, an angle point in the west line of said Reyes tract, and this parcel.

THENCE: N 22°14'35" W, 76.09 feet along the east line of said Seay tract, the west line of said Reyes tract, and this parcel, to a ½" iron rod w/ pink cap stamped "TLS, Inc." set, for the northeast corner of said Seay tract, an angle point in the west line of said Reyes tract, and this parcel.

THENCE: S 65°17'44" W, 284.89 feet along the north line of said Seay tract, the west line of said Reyes tract, and this parcel, to a ½" iron rod w/ pink cap stamped "TLS, Inc." set in the east line of Old 1460 Trail, for the northwest corner of said Seay tract, an angle point in the west line of said Reyes tract, and this parcel.

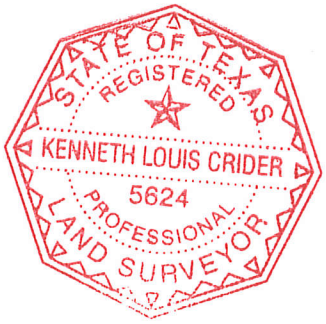
THENCE: N 20°48'50" W, 94.05 feet along the east line of Old 1460 Trail, the west line of said Reyes tract, and this parcel, to the Point of Beginning, and containing a computed area of 2.54 acres more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

This survey may be in violation of State of Texas Local Government Code, Chapter 232, County Regulations of Subdivisions. Texas Land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this survey.

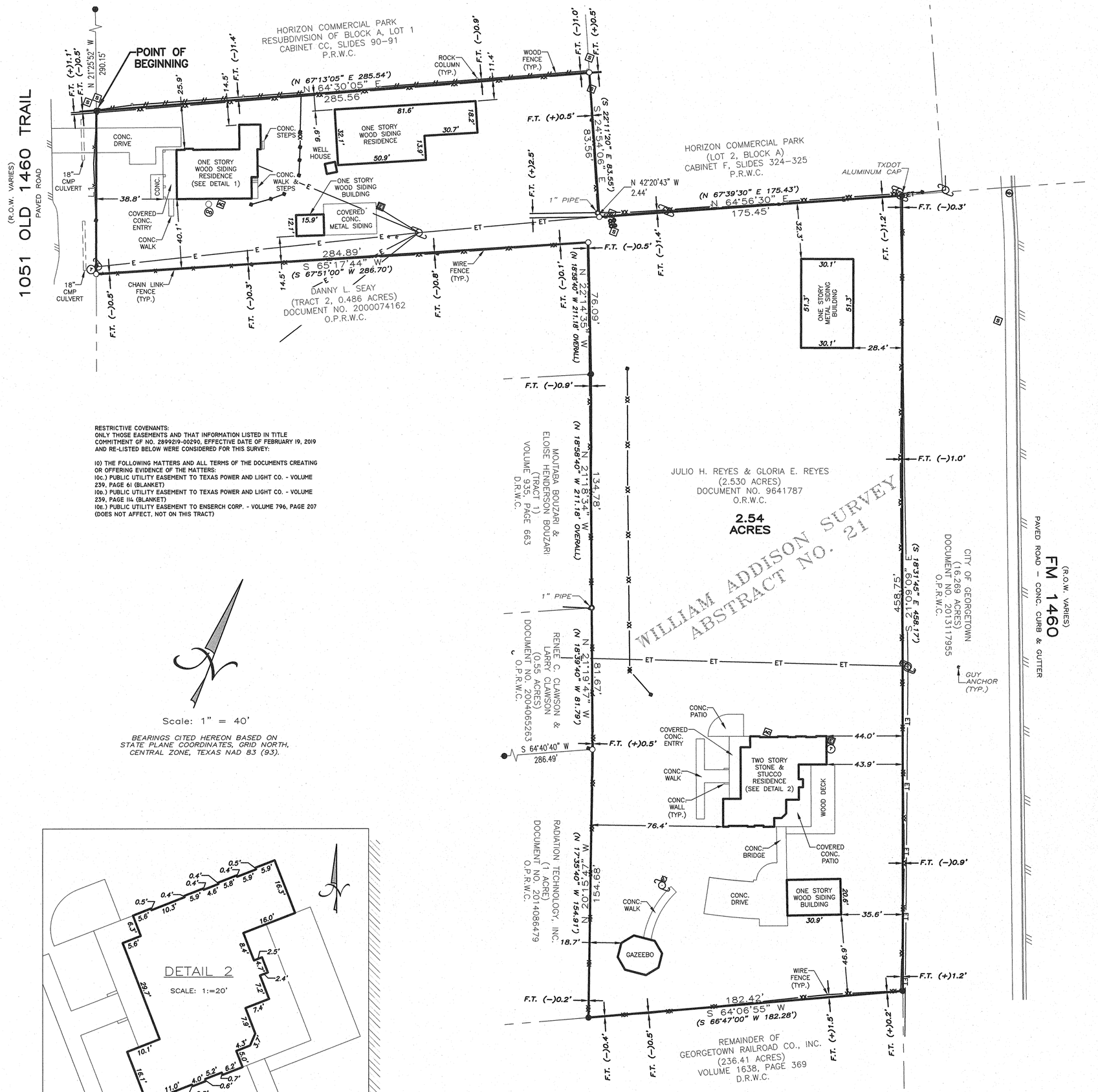
3-11-19

Kenneth Louis Crider , R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



2.54 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, AND BEING THAT SAME PROPERTY CONVEYED TO JULIO H. REYES AND GLORIA E. REYES, IN THAT INSTRUMENT RECORDED UNDER DOCUMENT NO. 9641787 OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND ON THIS, THE 6TH DAY OF MARCH, 2019, BY TEXAS LAND SURVEYING, INC., AND FURTHER DESCRIBED BY ACCOMPANYING METES AND BOUNDS (SEE PAGES 1–2 OF 3 ATTACHED).

JOB NO: 190201
DRAWN: RJT
F.C.: CC/MF

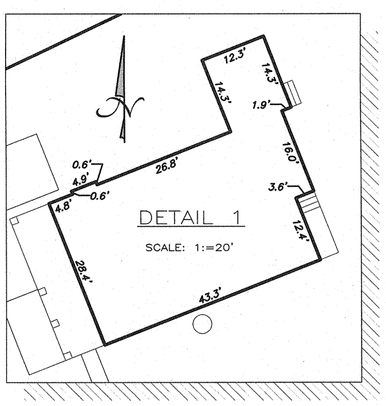


RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT GF NO. 2899219-00290, EFFECTIVE DATE OF FEBRUARY 19, 2019 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
10c.) PUBLIC UTILITY EASEMENT TO TEXAS POWER AND LIGHT CO. - VOLUME 239, PAGE 61 (BLANKET)
10d.) PUBLIC UTILITY EASEMENT TO TEXAS POWER AND LIGHT CO. - VOLUME 239, PAGE 114 (BLANKET)
10e.) PUBLIC UTILITY EASEMENT TO ENSERCH CORP. - VOLUME 796, PAGE 207 (DOES NOT AFFECT, NOT ON THIS TRACT)

Scale: 1" = 40'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).



LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
⊕	FENCE POST
—○—	UTILITY POLE
— E —	ELECTRIC LINES
///	PAVEMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION
AC	AIR CONDITIONER
●	BOLLARD
CO	CLEANOUT
E	ELECTRIC
▲	GAS TEST SITE
☼	LIGHT POLE
⊙	1" PIPE FOUND
G	GAS SIGN
T	TELEPHONE
C.M.P.	CORREGATED METAL PIPE
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 20°48'50" W	94.05'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 17°19'00" W	93.88'

FENCE TIES (FT) WITH A PLUS (+) SIGN INDICATE FENCE INSIDE THE PROPERTY LINE.
FENCE TIES (FT) WITH A MINUS (–) SIGN INDICATE FENCE OUTSIDE THE PROPERTY LINE.

CERTIFY TO: LAND ANSWERS, INC. / 3205 FM 150, LLC / TITLE RESOURCES GUARANTY CO. / GF NO. 2899219-00290

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

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0485E, DATED SEPT. 26, 2008, THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

Texas Land Surveying, Inc.
–A Land Surveying and Geoscience Firm–
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930–1600/(512) 930–9389 fax www.texas–ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

3 | 3

Witness my hand and seal this the 6th Day of March, 2019 A.D.

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FIELD NOTES
JOB NO. 190201–00
DATE: 4-10-2019
PAGE 1 OF 2

0.17 ACRES

Being 0.17 acres of land situated in Williamson County, Texas, out of the William Addison Survey, Abstract No. 21, and being that area of the public right-of-way of Old 1460 Trail, westerly of and adjacent to a called 2.530 acres, conveyed to Julio H. Reyes and Gloria E. Reyes, in that instrument recorded under Document No. 9641787 of the Official Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING: at a ½" iron rod found in the east line of Old 1460 Trail, for the southwest corner of Horizon Commercial Park Resubdivision Of Block A, Lot 1, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet CC, Slides 90-91 of the Plat Records of Williamson County, Texas, the northwest corner of said Reyes tract, and the northeast corner of this parcel, from which, a ½" iron rod, found in the east line of Old 1460 Trail, for the northwest corner of said Horizon Commercial Park Resubdivision Of Block A, Lot 1, bears N 21°25'52" W, 300.08 feet.

THENCE: S 20°48'50" E, 94.05 feet along the east line of Old 1460 Trail, the west line of said Reyes tract, and the east line of this parcel, to a ½" iron rod w/ pink cap stamped "TLS, Inc.", set for an angle point in the west line of said Reyes tract, the northwest corner of a called 0.486 acres, conveyed to Danny L. Seay, in that instrument recorded under Document No. 2000074162 of the Official Public Records of Williamson County, Texas, and the southeast corner of this parcel.

THENCE: S 65°17'44" W, 79.19 feet, crossing the right-of-way of Old 1460 Trail, to a calculated point in the east line of a called 1.84 acres, conveyed to Alfonso Gomez, in that instrument recorded under Document No. 2017046710 of said Official Public Records, for the southwest corner of this parcel, from which, a ½" iron rod, found in the west line of Old 1460 Trail, for the southeast corner of said Gomez tract, bears S 21°24'18" E, 179.09 feet.

THENCE: N 21°24'18" W, 92.87 feet along the west line of Old 1460 Trail, the east line of said Gomez tract, and the west line of this parcel, to a calculated point, for the northwest corner of this parcel, from which, a ½" iron rod, found in the west line of Old 1460 Trail, for the northeast corner of said Gomez tract, bears N 21°24'18" W, 127.47 feet.

THENCE: N 64°30'05" E, 80.24 feet, crossing the right-of-way of Old 1460 Trail, to the Point of Beginning, and containing a computed area of 0.17 acres, more or less.

This survey may be in violation of State of Texas Local Government Code, Chapter 232, County Regulations of Subdivisions. Texas Land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this survey.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

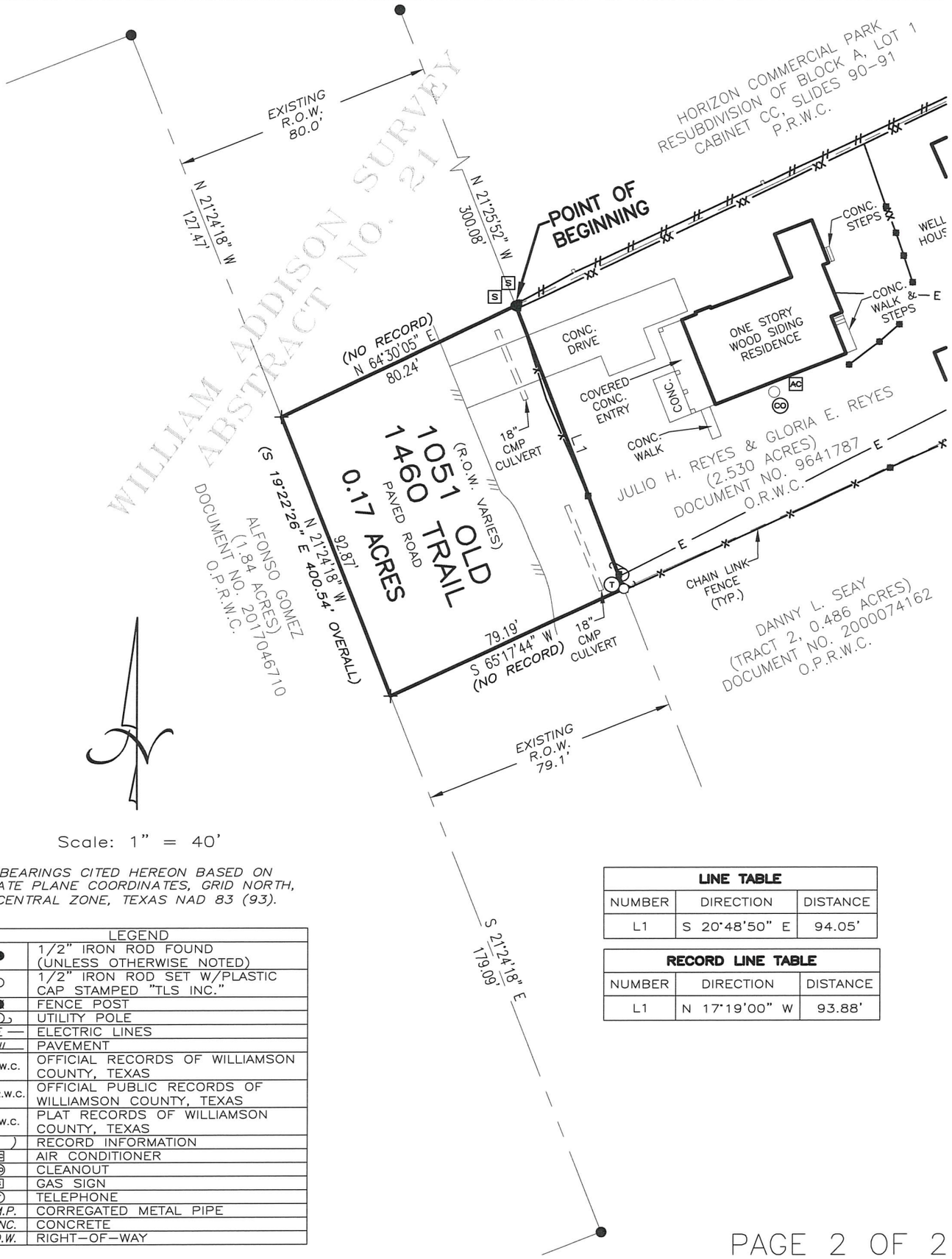
4-10-19

Kenneth Louis Crider , R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
TBPLS FIRM No. 10056200

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

0.17 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, AND BEING THAT AREA OF THE PUBLIC RIGHT-OF-WAY OF OLD 1460 TRAIL, WESTERLY OF AND ADJACENT TO A CALLED 2.530 ACRES, CONVEYED TO JULIO H. REYES AND GLORIA E. REYES, IN THAT INSTRUMENT RECORDED UNDER DOCUMENT NO. 9641787 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY ACCOMPANYING METES AND BOUNDS (SEE PAGE 1 OF 2 ATTACHED)

JOB NO: 190201
DRAWN: RJT
F.C.: CC/MF



Scale: 1" = 40'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

LEGEND	
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	UTILITY POLE
— E —	ELECTRIC LINES
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O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
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S	GAS SIGN
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SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON MAY AFFECT.

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

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

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STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

4/10/19

Witness my hand and seal this the 6th Day of March, 2019 A.D.

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City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Consideration and possible action to approve a **Resolution amending** the **bylaws** for the Historic and Architectural Review Committee **(HARC)** to establish provisions for **two regular meetings per month** -- Sofia Nelson, Planning Director

ITEM SUMMARY:
In December of 2018 the City Council requested the Historic and Architectural Review Committee (HARC) hold regular meetings twice per month. The attached bylaws make the requested update. If approved it is anticipated two meetings per month will begin in May.

FINANCIAL IMPACT:
n/a

SUBMITTED BY:
Sofia Nelson, Planning Director

ATTACHMENTS:

Resolution
exhibit a- bylaws

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING AND ADOPTING THE ATTACHED BYLAWS AS AMENDED FOR CITY OF GEORGETOWN HISTORIC AND ARCHITECTURAL REVIEW (HARC) COMMITTEE; PROVIDING A CONFLICT CLAUSE AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council periodically reviews processes used by the City's advisory boards and commissions; and

WHEREAS, the City Council finds it in the best interest of the community and the development process to increase the number of meetings per month from at least one meeting a month to two meetings a month; and

WHEREAS, the attached Bylaws have been amended pursuant to City Council direction.

NOW THEREFORE BE IT RESOLVED:

SECTION ONE. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION TWO. The Bylaws of the City of Georgetown Historic and Architectural Review Committee are amended to read as set forth in Exhibit A:

Exhibit A — "City of Georgetown Historic and Architectural Review Committee Bylaws"

SECTION THREE. If any provision of this Resolution or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

SECTION FOUR. This Resolution shall be effective immediately.

SECTION FIVE. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This Resolution shall become effective upon its adoption.

PASSED AND APPROVED on the _____ day of April, 2019.

ATTEST: CITY OF GEORGETOWN, TEXAS

_____ By: _____
Robyn Densmore, City Secretary Dale Ross, Mayor

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

CITY OF GEORGETOWN
HISTORIC AND ARCHITECTURAL REVIEW COMMISSION
BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. Historic and Architectural Review Commission ("Commission" or "HARC")**.**

Section 1.2. Purpose.

a. The Commission has the power and it shall be its duty:

   1. To make recommendations to the City Council on the designation of Historic Overlay Districts and Historic Landmarks;

   2. To act and assist the City Council in formulating design guidelines and other supplemental materials relevant to historic preservation or design review;

   3. To approve or disapprove Certificates of Appropriateness;

   4. To render advice and guidance, upon request of the property owner or occupant, on new construction or the restoration, alteration or maintenance of any historic resource or other building within the districts; and

   5. To perform any other functions requested by the City Council.

   See Ordinance Chapter 2.50.

b. The Commission shall have the express authority to delegate review of specific projects (as defined by majority vote of the Commission) to either:

   1. A Subcommittee of the Commission composed of at least three members; or

   2. City Staff as designated by the City Manager.

c. Any permit issued pursuant to such delegation of authority shall require the signature of the Chairman or Vice-Chairman of the Commission and any denial may be appealed to the full Commission.

Section 1.3. Delegation of a Demolition Subcommittee.

a. The HARC shall appoint a Demolition Subcommittee to review and provide a recommendation to the HARC on requests for a Certificate of Appropriateness for the relocation, removal or demolition of a building or structure designated as a Historic Landmark or a contributing historic structure, in accordance with the process established in the Unified Development Code.

    1. The Demolition Subcommittee shall be composed of at least three members.

    2. The members of the Demolition Subcommittee shall consist of two HARC members and the Building Official.

    3. Whenever possible, one of the HARC members to be appointed to the Demolition Subcommittee shall meet one or more of the following categories:

        1. Licensed Architect, or

        2. Structural Engineer, or

        3. Historic Preservationist.

b. The Demolition Subcommittee may consult with a licensed architect, structural engineer or historic preservationist to review the request, and make a preliminary report to the subcommittee. In this event, the report shall be made part of the subcommittee's recommendation to the HARC.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Commission will be composed of not less than seven (7) Members.

Section 2.2. Eligibility.

a. At least two Commission Members shall be property owners in the historic Downtown Overlay District. All Commission Members shall be either registered voters of the City or owners of real property that is designated as historic, either in the City's historic survey or with a state or federal historic designation, and located within the Downtown or Old Town Overlay Districts. Commission Members who

are registered voters must have resided within the City for one year preceding their appointment.

b. Whenever possible, the Commission shall include a minimum of two Members who are property owners in the Downtown Overlay District and a maximum of two Members from each of the following categories having a demonstrated interest in the downtown area or skills in design review. Members of the Commission may meet one or more of the categories:

    1. licensed architect;
    2. landscape architect, professional planner or urban designer;
    3. historian or person with expertise in historic preservation;
    4. developer, contractor or realtor; and
    5. property owner or non-owner tenant within the Downtown Overlay District.

Citizens-at-large with an interest in historic preservation or urban design shall be appointed to the Commission to fill remaining appointments.

Section 2.3. Appointment of Commission Members and Commissioners-in-Training.

a. Members of the Commission shall be appointed pursuant to and in accordance with the City Charter.

b. The City Council shall also appoint two persons, who would be qualified to serve on HARC as Alternate Members. Alternate Members shall serve as alternates with voting privileges for any absent Commissioner. Each individual appointed as an Alternate Member shall be appointed as either Alternate Commissioner serving as a Commissioner when needed. Alternate Members shall be eligible to be appointed to the position of Commissioner upon the expiration of the term of a regular Commissioner upon the creation of a vacancy on the Commission

Section 2.4. Terms of Office. Generally, terms of office for each Member shall be two (2) years. Generally, a Member may serve two (2) consecutive terms. Refer to *Ordinance Section 2.36.030A* for additional provisions regarding terms of office.

Section 2.5. Vacancies. Vacancies that occur during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance with the City Charter. If possible, the Member shall continue to serve until the vacancy is filled.

An appointment to fill a vacated term is not included as a term for purposes of counting consecutive terms.

Section 2.6. Compensation and Expenditure of Funds. Members serve without compensation. The Commission and its Members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council. Members may be reimbursed for expenses authorized and approved by the City Council and the Commission.

Section 2.7. Compliance with City Policy. Members will comply with City Ordinances, Rules and Policies applicable to the Commission and the Members, including but not limited to *Ethics Ordinance Chapter 2.20* and *City Commissions, Committees and Boards Ordinance Chapter 2.36*.

Section 2.8. Removal. Any Member may be removed from their position on the Commission for any reason, or for no reason, by a majority vote of the City Council.

ARTICLE III. COMMISSION OFFICERS

Section 3.1. Officers. The Commission Officers are Chairman, Vice-Chairman and Secretary. The Chairman is recommended by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Council during the annual appointment process. Should the Mayor fail to recommend a Chairman for each board, committee, or commission, and/or the Council fails to approve any Chairman recommended by the Mayor, a majority of the Council plus one may approve appointment of a Chairman to serve as a Chairman without a recommendation of the Mayor. The other Commission Officers are elected by a majority vote of the Members at the first meeting after the annual appointment process.

Section 3.2. Terms of Office for Commission Officers. Commission Officers serve for a term of one year. In the event of vacancy in the office of Chairman, the Vice-Chairman shall serve as Chairman until the City Council appoints a replacement Chairman. A vacancy in the other offices shall be elected by majority vote of the Members at the next regularly scheduled meeting, or as soon as reasonably practical for the unexpired term. If possible, a Commission Officer shall continue to serve until the vacancy is filled.

Section 3.3. Duties.

a. The Chairman presides at Commission meetings. The Chairman shall generally manage the business of the Commission. The Chairman shall perform the duties delegated to the Chairman by the Commission.

b. The Vice-Chairman shall perform the duties delegated to the Vice-Chairman by the Commission. The Vice-Chairman presides at Commission meetings in the Chairman's absence. The Vice-Chairman shall perform the duties of the Chairman in the Chairman's absence or disability.

c. The Secretary shall perform the duties delegated to the Secretary by the Commission.

ARTICLE IV. MEETINGS

Section 4.1. Time and Date of Regular Meeting. The Commission shall meet twice a month on the same week of the month, the same day of the week, at the same time, and at the same place. The regular date, time and place of the Commission meeting will be decided by the Members at the first meeting of the Commission after the annual appointment process.

Section 4.2. Agenda. Items may be placed on the agenda by the Chairman, the Director of Planning and Development or designee (as Historic Preservation Officer), the City Manager or designee, or at the request of a Member. The party (or individual) requesting the agenda item will be responsible for preparing an agenda item cover sheet and for the initial presentation at the meeting. Items included on the agenda must be submitted to the Staff Liaison no later than one week before the Commission meeting at which the agenda item will be considered. Agenda packets for regular meetings will be provided to the Members in advance of the scheduled Commission meeting. Agenda packets will contain the posted agenda, agenda item cover sheets, and written minutes of the last meeting.

Section 4.3. Special Meetings. Special meetings may be called by the Chairman or by request of three (3) Members.

Section 4.4. Quorum. A quorum shall consist of a majority of the Members. A quorum is required for the Commission to convene a meeting and to conduct business at a meeting.

Section 4.5. Call to Order. Commission meetings will be called to order by the Chairman or, if absent, by the Vice-Chairman. In the absence of both the Chairman and Vice-Chairman, the meeting shall be called to order by the Secretary, and a temporary Chairman shall be elected to preside over the meeting.

Section 4.6. Conduct of Meeting. Commission meetings will be conducted in accordance with these Bylaws and City Council Meeting Rules and Procedures, as applicable to the Commission. See *Ordinance Chapter 2.24*.

Section 4.7. Voting. Each Member shall vote on all agenda items, except on matters involving a conflict of interest, substantial financial interest or substantial economic interest under state law, the City's Ethics Ordinance, or other applicable Laws, Rules and Policies. In such instances the Member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The Member may remain at the dais or leave the dais, at the Member's option, while the matter is being considered and voted on by the other Commission Members. Unless otherwise provided by law, if a quorum is present, an agenda item must be approved by a majority of the Commission Members present at the meeting.

Section 4.8. Minutes. A recording or written minutes shall be made of all open sessions of Commission meetings. The Staff Liaison is the custodian of all Commission records and documents.

Section 4.9. Attendance. Members are required to attend Commission meetings prepared to discuss the issues on the agenda. A Member shall notify the Chairman and the Staff Liaison if the Member is unable to attend a meeting. Excessive absenteeism will be subject to action under Council policy and may result in the Member being replaced on the Commission. See *Ordinance Section 2.36.010D.* Excessive absenteeism means failure to attend at least 75% of regularly scheduled meetings, including Commission meetings and Subcommittee meetings. If a Member is removed from the Commission that position shall be considered vacant and a new Member shall be appointed to the Commission in accordance with Section 2.5 above.

Section 4.10. Public Participation. In accordance with City policy, the public is welcome and invited to attend Commission meetings and to speak on any item on the agenda. A person wishing to address the Commission must sign up to speak in accordance with the policy of the Council concerning participation and general public comment at public meetings. Sign-up sheets will be available and should be submitted to the Chairman prior to the start of the meeting. If any written materials are to be provided to the Commission, a copy shall also be provided to the Staff Liaison for

inclusion in the minutes of the meeting. Speakers shall be allowed a maximum of three minutes to speak, but may take up to six minutes if another individual who signs up to speak yields the time to the speaker. If a person wishes to speak on an issue that is not posted on the agenda, they must file a written request with the Staff Liaison no later than one week before the scheduled meeting. The written request must state the specific topic to be addressed and include sufficient information to inform the Commission and the public. A person who disrupts the meeting may be asked to leave and be removed.

Section 4.11. Open Meetings. Public notice of Commission meetings shall be provided in accordance with the provisions of the Texas Open Meetings Act. All Commission meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the provisions of the Texas Open Meetings Act.

Section 4.12. Closed Sessions. The Commission may conduct closed sessions as allowed by law, on properly noticed closed session matters, such as consultation with attorney on legal matters, deliberation regarding the value of real property, competitive utility matters, and economic development negotiations. A recording or certified agenda shall be made of all closed sessions of Commission meetings.

ARTICLE V. REPORTS TO CITY COUNCIL

The Commission shall meet with City Council, as requested, to determine how the Commission may best serve and assist City Council. City Council shall hear reports from the Commission at regularly scheduled Council meetings.

ARTICLE VI. SUBCOMMITTEES

Section 6.1. Formation. When deemed necessary by a majority of the Commission, Subcommittees may be formed for specific projects related to Commission matters.

Section 6.2. Expenditure of Funds. No Subcommittee, or member of a Subcommittee, has the authority to expend funds or incur an obligation on behalf of the City or the Commission. Subcommittee expenses may be reimbursed if authorized and approved by the Commission or by City Council.

Section 6.3. Open Meetings. Subcommittee meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the provisions of the Texas Open Meetings Act.

ARTICLE VII. BYLAW AMENDMENTS

These Bylaws may be amended by majority vote of the Commission Members at any regular meeting of the Commission. The Commission's proposed amendments to the Bylaws must be approved by City Council at the next Council meeting after the Commission's approval. Bylaw amendments are not effective until approved by City Council.

Approved and adopted at a meeting of the City Council on the _____ day of _____, 2019.

ATTEST:

_____

Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN

_____

Dale Ross
Mayor

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

First Reading of an **Ordinance** authorizing the **Issuance** of City of Georgetown, Texas **Combination Tax and Revenue Certificates of Obligation**, **Series 2019**, levying an Ad Valorem Tax and the pledge of certain revenues in support of the certificates, approving an Official Statement, a Paying Agent/Registrar Agreement and other agreements related to the sale and issuance of the certificates and authorizing other matters related to the Issuance of the Certificates -- Leigh Wallace, Finance Director

ITEM SUMMARY:

This item is to approve the sale of certificates of obligation for the following purposes:

20 Year Bonds – COs (net proceeds)
Blue Hole Parking Expansion/Sidewalk $100,000
Downtown Parking Expansion $350,000
Downtown Parking Garage $2,500,000
Fire Station 6 $5,200,000
Fire Station 7 $6,250,000
Neighborhood Park Development $250,000
VFW Parking Lot Addition $175,000

15 Year Bonds – COs (net proceeds)
Self-Contained Breathing Apparatus Replacement $290,000

11 Year Bonds – COs (net proceeds)
Public Safety Vehicles $1,025,000

10 Year Bonds – COs (net proceeds)
Public Safety Vehicles $119,500

6 Year Bonds – COs (net proceeds)
Public Safety Vehicles $623,500

5 Year Bonds – COs (net proceeds)
Public Safety Radio Replacement $500,000

1 Year Bonds – COs (net proceeds)
Fire Station 1 & 3 – Improvement Assessment $30,000

Subtotal – Tax Supported Certificates of Obligation $17,413,000

20 Year Bonds - Self-supporting COs (net proceeds)
Airport CIP $465,000
Downtown Parking Garage - TIRZ $2,500,000
Stormwater CIP $500,000
Solid Waste & Recycling Transfer Station - Design $1,000,000

8 Year Bonds – COs (net proceeds)
Stormwater Street Sweeper $280,000

Subtotal-Self Supported Certificates of Obligation $4,745,000

Estimated Issuance Costs $250,000

Total Certificates of Obligation $22,408,000
Actual interest rates for this debt issue will not be determined until just prior to the reading of the ordinance at the Council meeting on April 23, 2019. The City will receive the proceeds May 16, 2019.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

FINANCIAL IMPACT:
There is no anticipated change to the Interest & Sinking portion of the tax rate due to this bond issue. The actual impact will be finalized in July 2019, once the Assessed Property Valuation is certified and the 2020 Tax Rate is set.

SUBMITTED BY:
Leigh Wallace, Finance Director

ATTACHMENTS:

CO Ordinance

ORDINANCE NO. 2019-

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATED TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

Adopted April 23, 2019

Ordinance No. 2019-

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATED TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

THE STATE OF TEXAS •
COUNTY OF WILLIAMSON •
CITY OF GEORGETOWN •

WHEREAS, the City Council of the City of Georgetown, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of $_____ (the "Certificates") and finds that the payment in whole or in part of contractual obligations is incurred or to be incurred for: (i) acquiring and upgrading public safety vehicles and equipment, including fire trucks, police vehicles, and related equipment; (ii) acquiring and upgrading City radio communication equipment; (iii) acquiring and upgrading self-contained breathing apparatus fire safety equipment; (iv) constructing, improving, renovating and expanding City downtown parking, including a parking garage; (v) constructing, improving, renovating, expanding and equipping fire stations, including easements and right of way; (vi) constructing, improving, renovating, expanding and equipping City parks facilities, including Berry Creek Park, adding additional parking at VFW Park and parking and sidewalk improvements at Blue Hole Park; (vii) constructing, improving, expanding and renovating the City's municipal airport, including runway improvements, design and rehabilitation; (viii) design, constructing, improving, and expanding the City's solid waste and recycling transfer facilities; (ix) constructing, improving, extending, expanding and upgrading stormwater drainage improvements, including curb and gutter improvements and acquiring and/or upgrading stormwater drainage equipment; and (x) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code, as amended, and Section 1502.052, Texas Government Code, as amended; and

WHEREAS, on February 26, 2019, the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates; and

WHEREAS, the notice was published on Wednesday, March 6, 2019 and Wednesday, March 13, 2019 in the *Williamson County Sun*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the City has not received a petition from the qualified electors of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS:

Section 1. RECITALS AND PURPOSE OF THE CERTIFICATES. (a) The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Georgetown, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of $_____ (the "Certificates"), for the payment in whole or in part of contractual obligations incurred or to be incurred for: (i) acquiring and upgrading public safety vehicles and equipment, including fire trucks, police vehicles, and related equipment; (ii) acquiring and upgrading City radio communication equipment; (iii) acquiring and upgrading self-contained breathing apparatus fire safety equipment; (iv) constructing, improving, renovating and expanding City downtown parking, including a parking garage; (v) constructing, improving, renovating, expanding and equipping fire stations, including easements and right of way; (vi) constructing, improving, renovating, expanding and equipping City parks facilities, including Berry Creek Park, adding additional parking at VFW Park and parking and sidewalk improvements at Blue Hole Park; (vii) constructing, improving, expanding and renovating the City's municipal airport, including runway improvements, design and rehabilitation; (viii) design, constructing, improving, and expanding the City's solid waste and recycling transfer facilities; (ix) constructing, improving, extending, expanding and upgrading stormwater drainage improvements, including curb and gutter improvements and acquiring and/or upgrading stormwater drainage equipment; and (x) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Certificates complies with the Vision Statement of the City.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each Certificate issued pursuant to this Ordinance shall be designated: "CITY OF GEORGETOWN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019", and initially there shall be issued, sold, and delivered hereunder fully registered Certificates, without interest coupons, dated May 16, 2019, in

the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	

The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute certificates and replacement Certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

YEAR	RATE	YEAR	RATE
2020	%	2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new

Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificates, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to the Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificates, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Blanket Representation of the City to DTC.

(h) Initial Certificate. The Certificates herein authorized shall be initially issued as fully registered certificates, being one certificate for each maturity in the denomination of the applicable principal amount and the initial Certificate shall be registered in the name of the initial purchaser or the designees thereof as set forth in Section 12 hereof. The initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Immediately after the delivery of the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate delivered hereunder and exchange therefor Certificates in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R- **UNITED STATES OF AMERICA** **PRINCIPAL AMOUNT**
STATE OF TEXAS
WILLIAMSON COUNTY **$_____**
CITY OF GEORGETOWN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2019

INTEREST RATE	DATE OF CERTIFICATES	MATURITY DATE	CUSIP NO.
	May 16, 2019		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the CITY OF GEORGETOWN, in Williamson County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the date of initial delivery of the Certificates, on February 15, 2020, and semiannually on each August 15 and February 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date, as hereinafter defined, but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, National Association, which is the "Paying Agent/Registrar" for this Certificate at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest

payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the City and the securities depository.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date or interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated May 16 2019, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ (the "Certificates") for the payment in whole or in part of contractual obligations incurred or to be incurred for: (i) acquiring and upgrading public safety vehicles and equipment, including fire trucks, police vehicles, and related equipment; (ii) acquiring and upgrading City radio communication equipment; (iii) acquiring and upgrading self-contained breathing apparatus fire safety equipment; (iv) constructing, improving, renovating and expanding City downtown parking, including a parking garage; (v) constructing, improving, renovating, expanding and equipping fire stations, including easements and right of way; (vi) constructing, improving, renovating, expanding and equipping City parks facilities, including Berry Creek Park, adding additional parking at VFW Park and parking and sidewalk improvements at Blue Hole Park; (vii) constructing, improving, expanding and renovating the City's municipal airport, including runway improvements, design and rehabilitation; (viii) design, constructing, improving, and expanding the City's solid waste and recycling transfer facilities; (ix) constructing, improving, extending, expanding and upgrading stormwater drainage improvements, including curb and gutter improvements and acquiring and/or upgrading stormwater drainage equipment; and (x) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

ON FEBRUAY 15, 2028, or on any date thereafter, the Certificates of this series maturing on and after August 15, 2028 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000).

THE CERTIFICATES maturing on August 15, 20__ (the "Term Certificates") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Certificates Maturing August 15, 20__

Redemption Date	**Principal Amount**
August 15, 20__	$
August 15, 20__*	

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Certificates required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Certificates of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the

date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Certificates plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificates shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificate.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said City, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of

this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's System, which amount shall not exceed $10,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the City Council, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

_____ _____

City Secretary Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

The Bank of New York Mellon
Trust Company, N.A.
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____

Please insert Social Security or Taxpayer
Identification Number of Transferee

_____

_____

(Please print or typewrite name and address,
including zip code, of Transferee)

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Amount	Rate

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Certificates at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2020 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the

Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the City Council shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, within the limit prescribed by law, to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any of the Certificates are outstanding and unpaid, and the tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Certificates on their date of initial delivery, if any, shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from and secured by the surplus revenues of the City's System after payment of all operation and maintenance expenses or collections thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's System, with such amount not exceeding $10,000, constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues or other lawfully available funds are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

Whenever used in this Ordinance the Term "System" means the City's combined electric, waterworks and sewer system as defined in Ordinance No. 98-34.

The Mayor and the Chief Financial Officer of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the

United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificate, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Certificate

for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this section, "Defeasance Securities" means (i) Federal Securities and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable

by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificate issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the

amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior Certificates to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have

been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the owners of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any). It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, Assistant City Manager or Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the

Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest true interest cost, pursuant to the taking of public bids therefor, on this date, and shall be delivered to _____ (the "Purchaser") at a price of $_____ (representing the par amount of the Certificates of $_____ plus a net initial reoffering premium of $_____ and less an underwriting discount of $_____). It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable and are in the best interest of the City. The Certificates shall initially be registered in the name of the Purchaser. Pursuant to Sections 1201.029 and 1201.042, Texas Government Code, the $_____ of net reoffering premium generated by the sale of the Certificates is allocated to be used as follows: (i) $_____ for the Purchaser's discount, (ii) $_____ for costs of issuance of the Certificates, (iii) $_____, representing the rounding amount, to be deposited to the Interest and Sinking Fund and (iv) $_____ to be used to pay the costs of the projects being financed by the Certificates described in Section 1.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the purpose for which the Certificates are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement with an attached Blanket Letter of Representations. Each the Mayor, the City Manager and the Chief Financial Officer are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

The City hereby approves the form and content of the Notice of Sale and Preliminary Official Statement and Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April __, 2019, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2019, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being information of the type described in Exhibit "B" hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed

jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Certificates to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

Section 17. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Certificates, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state

that a copy thereof is on file at the office of the City for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 19. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, any insurance commitment letter or agreement or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager or the Chief Financial Officer of the City, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Certificates.

Section 21. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 23. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 24. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 25. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions

of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificates or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 23rd day of April, 2019.

THE CITY OF GEORGETOWN:

_____
Dale Ross, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

EXHIBIT "A"

Paying Agent\Registrar Agreement

[See Separate Tab of Transcript]

EXHIBIT "B"

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 - Valuation, Exemptions and Ad Valorem Tax Debt;
(2) Table 2 - Taxable Assessed Valuations by Category;
(3) Table 3 - Valuation and Ad Valorem Tax Debt History;
(4) Table 4 - Tax Rate, Levy and Collection History;
(5) Table 5 - Ten Largest Taxpayers;
(6) Table 8 - Pro-Forma Ad Valorem Tax Debt Service Requirements;
(7) Table 10 – Authorized by Unissued General Obligation Bonds; and
(8) Table 11 – General Fund Revenues and Expenditure History; and
(9) Table 12 – Municipal Sales Tax History.
(10) Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in Appendix B to the Official Statement.

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

First Reading of an **Ordinance authorizing** the **Issuance** of City of Georgetown, **Texas General Obligation Bonds, Series 2019**, authorizing the levy of an Ad Valorem Tax in support of the Bonds, approving an Official Statement, a Paying Agent/Registrar Agreement and other related documents, awarding the Sale of the Bonds and authorizing other matters relating to the bonds -- Leigh Wallace, Finance Director

ITEM SUMMARY:

GENERAL OBLIGATION BONDS

2015 Transportation Authorization
20 Year Bonds
Shell Road Sidewalk $180,000
Rock St Sidewalk $250,000
Northbound Frontage Rd $150,000
Southeast Inner Loop - Design $1,200,000
Southwestern Blvd $1,550,000
Leander Rd $2,000,000

Subtotal – net proceeds $5,330,000

Estimated issuance costs $106,600

Total estimated issue $5,436,600

2015 Authorization Summary
Including today's issue, the City will have issued $44,590,000 of $105 million authorized by City voters in May 2015 for transportation projects. Sidewalks were included within this authorization as an eligible project. With the issuance of these bonds, $60,410,000 of the bond authorization will remain that has not been issued.
Actual interest rates for this debt issue will not be determined until just prior to the reading of the ordinance at the Council meeting on April 23, 2019.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

FINANCIAL IMPACT:

There is no anticipated change to the Interest & Sinking portion of the tax rate due to this bond issue. The actual impact will be finalized in July 2019, once the Assessed Property Valuation is certified and the 2020 Tax Rate is set.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

GO Ordinance

ORDINANCE NO. 2019-__

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2019; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER RELATED DOCUMENTS; AWARDING THE SALE OF THE BONDS AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted April 23, 2019

ORDINANCE NO. 2019-__

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2019; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER RELATED DOCUMENTS; AWARDING THE SALE OF THE BONDS AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

THE STATE OF TEXAS •
COUNTY OF WILLIAMSON •
CITY OF GEORGETOWN •

WHEREAS, at an election held within the City on May 9, 2015 the voters of the City authorized the City Council of the City to issue in one or more series the bonds set forth in the proposition set forth below:

PROPOSITION

Shall the City Council of the City of Georgetown, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of $105,000,000 with the bonds of each such series or issues, respectively, to mature serially within not to exceed twenty-five years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, and intersections, to wit: (i) Northwest Blvd Bridge-Fontana Dr to Austin Ave, Rivery Blvd Extension-Williams Dr to Northwest Blvd, IH 35 NB Frontage Road-Williams Dr to Lakeway Bridge, Southwest Bypass-Wolf Ranch Pkwy to Leander Rd, Wolf Ranch Pkwy-DB Wood Dr to Southwest Bypass, Intersection/Capital Pool, Leander Bridge at IH 35, NE Inner Loop-Stadium Dr to FM 971, Stadium Dr (CR 151)-Austin Ave to NE Inner Loop, Southwestern Blvd-Raintree Dr to SE Inner Loop, SH 29 (Haven Lane to SH 130),Leander Rd (RM 2243)- 400ft W of SW Bypass to River Ridge, DB Wood Dr- SH 29 to Oak Ridge Dr, Southwest Bypass-Wolf Ranch Pkwy to SH29, sidewalk, safety and ADA accessibility pool and related utility relocation, sidewalk, safety and operational improvements, purchase of any necessary rights-of-way, drainage and other related costs and (ii) preliminary engineering and rights-of-way acquisition for Williams Dr-Rivery Blvd. to Frontage Rd, IH 35 SB Frontage Road-Williams Dr to Rivery Blvd, SE Inner Loop- Southwestern Blvd to IH 35, SE Inner Loop-SH 29 to Southwestern Blvd, Shell Rd-Williams Dr to Shell Spur Rd, DB Wood Dr-Oak Ridge Dr to Lake Overlook Dr; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

WHEREAS, the City Council has previously issued general obligation bonds utilizing a total of $39,260,000 of the May 9, 2015 Proposition authorization and has reserved the right to issue the remaining $65,740,000 of bonds authorized but unissued from the May 9, 2015 Proposition authorization with such previous general obligation bonds being as follows: its General Obligation Bonds, Series 2015A (utilizing $10,075,000); its General Obligation Bonds, Series 2016 (utilizing $10,000,000); its General Obligation Bonds, Series 2017 (utilizing $2,635,000) and its General Obligation Bonds, Series 2018 (utilizing $16,550,000).

WHEREAS, the City Council deems it to be in the best interest of the City to issue $5,330,000 of the May 9, 2015 Proposition authorization, reserving the right from time to time to issue the remaining $60,410,000 of bonds authorized but unissued from the May 9, 2015 Proposition authorization; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GEORGETOWN, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS AND VISION STATEMENT. (a) Recitals, Amount and Purpose. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The Bond or Bonds of the City are hereby authorized to be issued pursuant to Chapter 1331, Texas Government Code, as amended and delivered in the aggregate principal amount of $_____for the purpose of: (i) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, and intersections as further set forth in the proposition approved at the May 9, 2015 election (utilizing $5,330,000 of voted authority); and (ii) paying the costs of issuing the Bonds.

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(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bonds complies with the Vision Statement of the City.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: **"CITY OF GEORGETOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2019"** and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, dated May 16, 2019, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the Initial Bond submitted to the Attorney General of the State of Texas which will be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 11 hereof), or to the registered assignee or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and the Bonds shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEARS	AMOUNTS	YEARS	AMOUNTS
2020	$	2030	$
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	

The term "Bonds" as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INTEREST. The Bonds scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

YEARS	RATES	YEARS	RATES
2020	%	2030	%
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association in Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying

Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States

mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the purchaser of the Bonds or its designee set forth in Section 11 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such initial purchaser set forth in Section 11 of this Ordinance or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

CITY OF GEORGETOWN, TEXAS
GENERAL OBLIGATION BOND,
SERIES 2019

INTEREST RATE	**DATE OF BOND**	**MATURITY DATE**	**CUSIP NO.**
	May 16, 2019		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, **GEORGETOWN, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Bonds, on February 15, 2019 and semiannually thereafter on each August 15 and February 15 to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, N.A., (the "Paying Agent/Registrar") at their office for payment in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated May 16, 2019, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of **$_____** FOR THE PURPOSE OF: (I) CONSTRUCTING, IMPROVING, EXTENDING, EXPANDING, UPGRADING AND/OR DEVELOPING STREETS, ROADS, BRIDGES, AND INTERSECTIONS AS FURTHER SET FORTH IN THE PROPOSITION APPROVED AT THE MAY 9, 2015 ELECTION (UTILIZING $5,330,000 OF VOTED AUTHORITY); AND (II) PAYING THE COSTS OF ISSUING THE BONDS.

ON FEBRUARY 15, 2028, or on any date thereafter, the Bonds of this Series maturing on and after August 15, 2028 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

THE BONDS maturing on August 15, 20__ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing August 15, 20__

Redemption Date	Principal Amount
August 15, 20__	$
August 15, 20__*	

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of

redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this

Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

City Secretary Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer
Identification Number of Transferee

_____
_____
(Please print or typewrite name and address,
including zip code, of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), in each of the years on August 15 in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Amounts	Rates

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Bonds at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2020 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

Section 6. TAX LEVY. (a) Payment of the Bonds. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, within the limit prescribed by law, to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds on their date of initial delivery, if any, shall be deposited in the Interest and Sinking Fund.

Section 7. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution

permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

As used herein, "Defeasance Securities" means (i) Federal Securities and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as

to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall

authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred

proceeds (if any) and proceeds of the refunded bonds not expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed therewith the proceeds of the Bonds will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 11. **SALE OF BONDS**. The Bonds are hereby awarded and sold to the bidder whose bid produced the lowest true interest cost, pursuant to the taking of public bids therefor, on this date, and shall be delivered to _____ (the "Purchaser") at a price of $_____ (representing the par amount of the Bonds plus a net initial reoffering premium of $_____ less an underwriter's discount of $_____). It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable and are in the best interest of the City. The Bonds shall initially be registered in the name of the Purchaser. Pursuant to Sections 1201.029 and 1201.042, Texas Government Code, the $_____ of net reoffering premium generated by the sale of the Bonds is allocated to be used as follows: (i) $_____ for the Purchaser's discount, (ii) $_____ for costs of issuance of the Bonds, (iii) $_____, representing the rounding amount, to be deposited to the Interest and Sinking Fund and (iv) $_____ to be used to pay the costs of the projects being financed by the Bonds described in Section 1 (with the total voted authorization utilized by the Bonds being as set forth in the recitals to this Ordinance).

Section 12. **DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 13. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement. Each the Mayor, the City Manager and the Chief Financial Officer of the City are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

The City hereby approves the form and content of the Notice of Sale and Preliminary Official Statement and Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April __, 2019, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 14. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal

year of the City ending in or after 2019, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 13 of this Ordinance, being information of the type described in Exhibit "B" hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 7 of this Ordinance that causes the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any

other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be

provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

Section 15. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State of Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds,

nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 16. **NO RECOURSE AGAINST CITY OFFICIALS.** No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 17. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, is hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 18. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 19. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 20. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 21. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 22. **SEVERABILITY**. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 23. **EFFECTIVE DATE.** This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 24. **PERFECTION.** Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 25. **PAYMENT OF ATTORNEY GENERAL FEE**. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 23rd day of April, 2019.

THE CITY OF GEORGETOWN:

_____
Dale Ross, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

SigPg

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

[See Separate Tab of Transcript]

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 14 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 – Valuation, Exemptions and Ad Valorem Tax Debt;
(2) Table 2 – Taxable Assessed Valuations by Category;
(3) Table 3 – Valuation and Ad Valorem Tax Debt History;
(4) Table 4 – Tax Rate, Levy and Collection History;
(5) Table 5 – Ten Largest Taxpayers;
(6) Table 8 – Pro-Forma Ad Valorem Tax Debt Service Requirements;
(7) Table 10 – Authorized But Unissued General Obligation Bonds;
(8) Table 11 – General Fund Revenues and Expenditure History; and
(9) Table 12 – Municipal Sales Tax History.
(10) Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Appendix B to the Official Statement.

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

First Reading of an **Ordinance** for the **voluntary annexation** of an approximate **0.63-acre** tract in the L.P. Dyches Survey, Abstract No. 171, with the **initial zoning designation** of the **General Commercial (C-3)**, for the property generally located at **8400 RR 2338**, to be a part of **Highland Village** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation and initial zoning designation of General Commercial (C-3) for a 0.63-acre tract generally located along RR 2338, north of its intersection with CR 245. The subject property will be a part of the Highland Village development. The small portion of land was not originally included in the Highland Village Annexation, Development Agreement, and Planned Unit Development (PUD). The subject property has a Future Land Use designation of Mixed Use Community.

The item under consideration tonight is to take action for the voluntary annexation and designation of General Commercial (C-3) as the initial zoning district designation, submitted in accordance with State Law.

Meeting Schedule:

- 2/26/2019 – City Council Grant Petition for Annexation - COMPLETED
- 3/19/2019 – P&Z Public Hearing and Recommendation for Zoning Only - COMPLETED
- 3/26/2019 at 3pm – City Council Public Hearing #1 - COMPLETED
- 3/26/2019 at 6pm – City Council Public Hearing #2 - COMPLETED
- 4/23/2019 – City Council First Reading of Ordinance
- 5/14/2019 – City Council Second Reading of Ordinance

Planning and Zoning Commission (P&Z) Recommendation:

At their March 19, 2019 meeting, the Planning and Zoning Commission held a public hearing and unanimously recommended approval of the zoning designation request.

FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:

Chelsea Irby, Senior Planner

ATTACHMENTS:

2019-1-ANX - P&Z Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - C-3 Standards and Permitted Uses
Exhibit 5 - Letter of Intent
Exhibit 6 - Public Comments

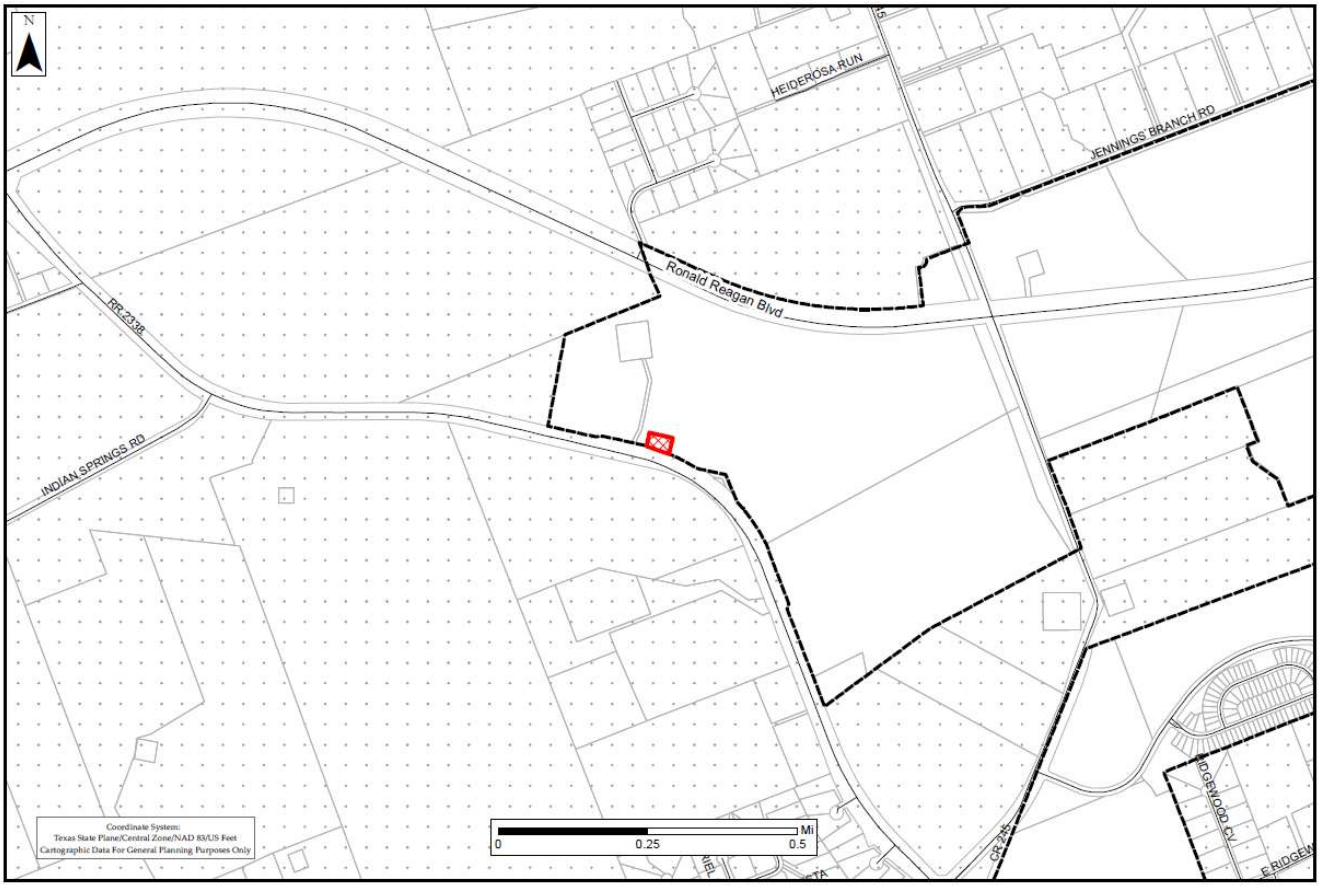
Draft Service Plan
Metes and Bounds
ordinance with exhibits

Planning and Zoning Commission
Planning Department Staff Report

Report Date:	March 15, 2019
Case No:	2019-1-ANX
Project Planner:	Chelsea Irby, Senior Planner

Item Details

Project Name:	8400 RR 2338 (to be part of the Highland Village Development)
Project Location:	8400 RR 2338, within City Council district No. 3
Total Acreage:	0.63
Legal Description:	0.63 acres out of the L.P. Dyches Survey, Abstract No. 171
Applicant:	Turley Associates, Inc. c/o Jennifer Ryken
Property Owner:	Highland Village Georgetown, LP c/o Joe Birdwell
Request:	Zoning Map Amendment to zone the subject property to General Commercial (C-3) upon annexation
Case History:	This is the first public hearing of this request.



Location Map

Overview of Applicant's Request

The applicant is requesting annexation and initial zoning designation of General Commercial (C-3) for 0.63 acres. The subject property will be a part of the Highland Village development. The small portion of land was not originally included in the Highland Village Annexation, Development Agreement, and Planned Unit Development (PUD) approved by City Council in 2018.

Site Information

Location:
The subject property is located along RR 2338 (known as Williams Dr within the city limits), east of the intersection of RR 2338 and Ronald Reagan Blvd. It will be a part of the Highland Village Development, which is approved through a Planned Unit Development.

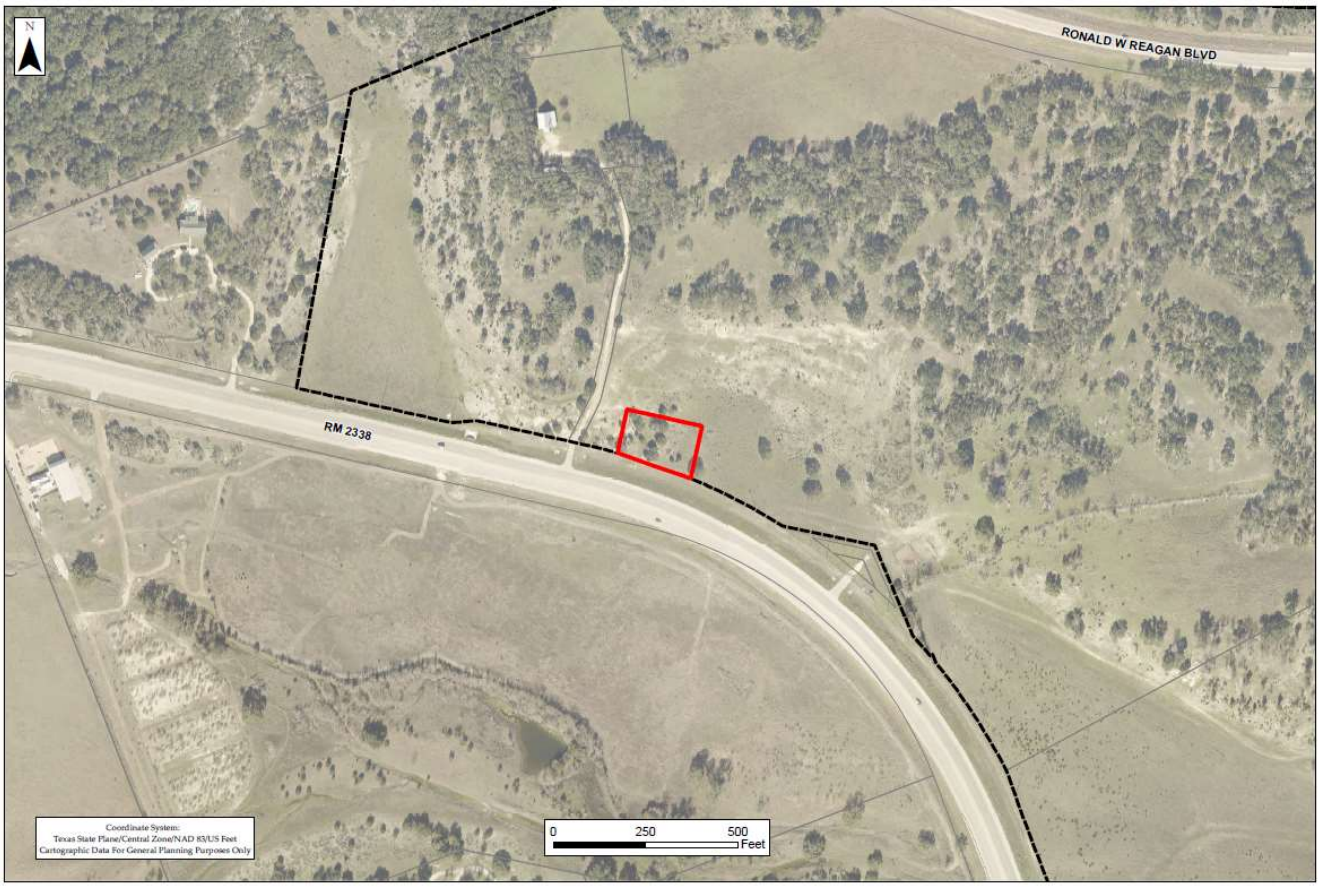
Physical and Natural Features:
The subject property is flat with some tree cover. The property is currently vacant and undeveloped. There are no notable features.

Future Land Use and Zoning Designations:
The subject property has a Future Land Use designation of Mixed Use Community. The property is not zoned, as it's currently in the City's ETJ.

Surrounding Properties:
The surrounding area is vacant and undeveloped, however, there are many entitled developments in the vicinity including Highland Village and Parmer Ranch, both of which are mixed-use development consisting of a mix of residential and non-residential uses along the major corridors. Sun City, a residential development, is located further to the east.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	PUD with a based district of RS and C-3	Mixed Use Community	Vacant/Undeveloped
South *(across RR 2338)*	N/A - ETJ	Low Density Residential	
East	PUD with a based district of RS and C-3	Mixed Use Community	
West	PUD with a based district of RS and C-3	Mixed Use Community	



Aerial Map

Property History:
This is the first development/planning application for this property.

Comprehensive Plan Guidance

Future Land Use Map:
The *Mixed Use Community* category is described in the 2030 Comprehensive Plan as intended for large tracts of undeveloped land, which are appropriate for larger scale, creatively planned communities, where a mix of residential types and densities are complemented by supporting retail, small to medium-scale office development, and integrated open spaces, where appropriate.

Growth Tier:
The subject property is located within Growth Tier 1B. **Tier 1B** is the area within the present city limits, or subject to a development agreement, surrounding Tier 1A that is generally under-served by infrastructure and where such service and facilities will likely be needed to meet the growth needs of the city once Tier 1A (that portion of the city where infrastructure systems are in place or can be provided) approaches build-out. This includes area subject to development agreements or annexation service plans, which mandate the provision of public facilities at varying levels of service. Other than this commitment, the City's priorities for capital improvements should focus on the development of a full array of services and facilities with adequate capacities in Tier 1A, prior to initiating additional major investments in Tier 1B.

Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electric. It is anticipated that there is adequate water and wastewater capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Subdivision Plat to determine capacity and any necessary utility improvements.

Transportation

The subject property is located along RR 2338, a Major Arterial roadway per the City's Overall Transportation Plan (OTP).

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

A Traffic Impact Analysis (TIA) for the Highland Village development is currently under review by the City's Engineering Department.

Proposed Zoning district

The General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

Permitted uses in this district include, but are not limited to, general retail, hotels, restaurants, and general office. Other uses such as activity center, bar/tavern/pub, college/university, fuel sales, and event facility among others are permitted subject to specific design limitations. Certain land uses, including automotive sales, rental or leasing facilities, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-3 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it **complies** with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information	**Complies**	An application must provide the necessary information to review and

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
contained within the application is sufficient and correct enough to allow adequate review and final action.		make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**	The General Commercial (C-3) zoning is consistent with the Comprehensive Plan because the property is designated as Mixed Use Community, which encourages a mix of residential and supporting retail and other commercial uses. In addition, this property is located near a Regional Commercial and Community Commercial nodes, both of which encourage and support commercial uses that support the community and nearby neighborhoods.
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**	The request promotes orderly development because the General Commercial (C-3) district is consistent with the Highland Village PUD, which has a base zoning district of C-3 on the area surrounding the subject property. C-3 is also appropriate along major transportation corridors, such as RR 2338. The properties across the roadway are undeveloped, but are designated as Low Density Residential on the Future Land Use map. Commercial uses are appropriate near residential areas to support the needs of residents.
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**	While the 0.63 acre-property by itself is not suitable for the General Commercial (C-3) zoning district because of size, the site is adjacent to and is intended to become part of the Highland Village project. This property is planned to be platted as a part of the larger development, which will create commercial properties along FM 2338 large enough to be developed to the dimensional standards of the C-3 zoning district.

In summary, the proposed C-3 zoning upon annexation is found to be appropriate for the subject property. The purpose of the annexation request is to add a small area of land to the Highland Village development, a mixed-use development consisting of residential and commercial uses along this corridor. The proposed zoning is appropriate along a major roadway and is compatible with the Highland Village PUD.

Meetings Schedule

City Council Resolution - 2/26/2019 - COMPLETE
Planning & Zoning Commission (Zoning Only) - 3/19/2019
City Council Public Hearing 1- 3/26/2019
City Council Public Hearing 2- 3/26/2019
City Council 1st Ordinance Reading - 4/23/2019
City Council 2nd Ordinance Reading - 5/14/2019

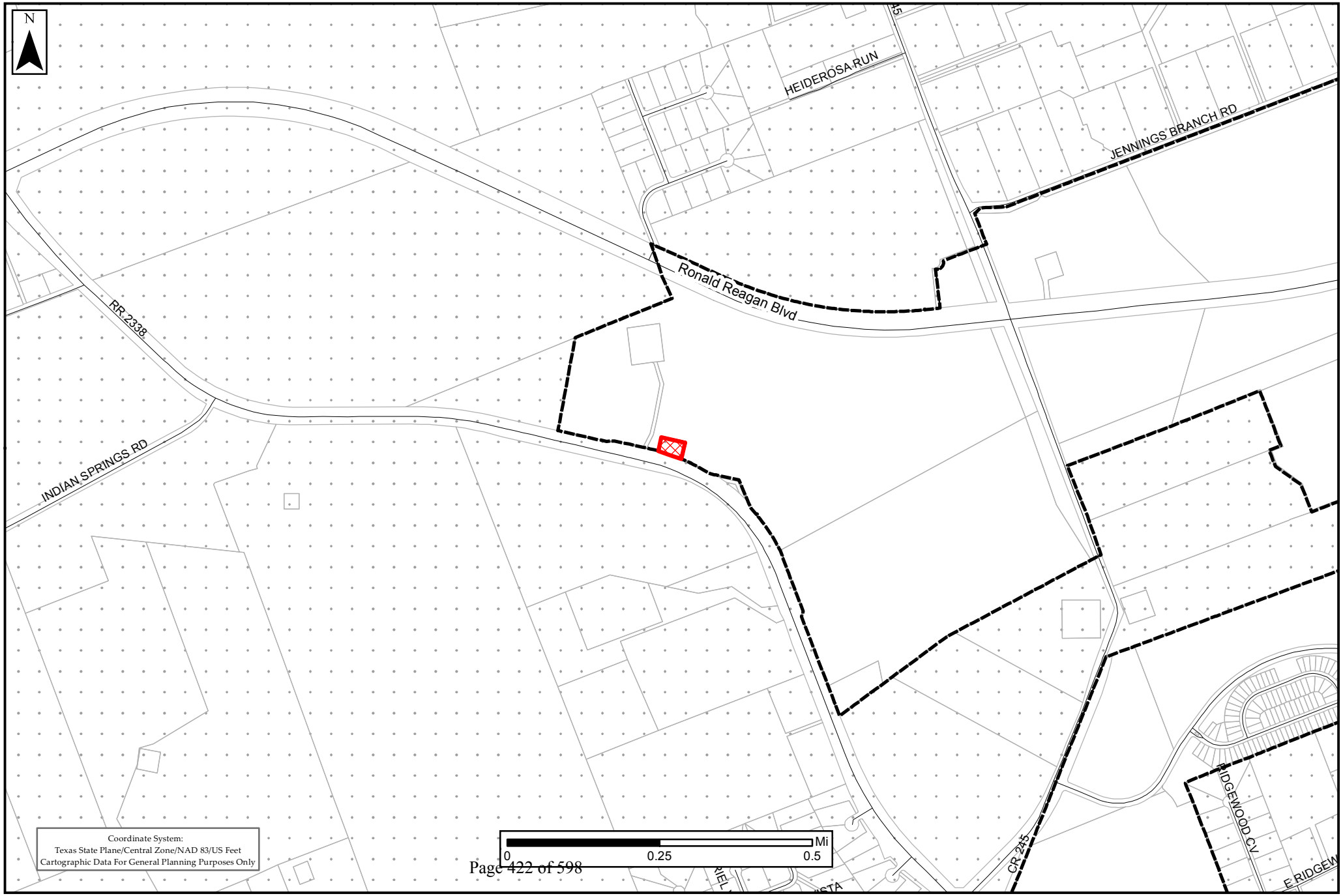
Public Notification

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (2 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 3, 2019 and signs were posted on-site. To date, staff has received one (1) written comments in favor, and zero (0) in opposition to the request.

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the C-3 zoning district
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments

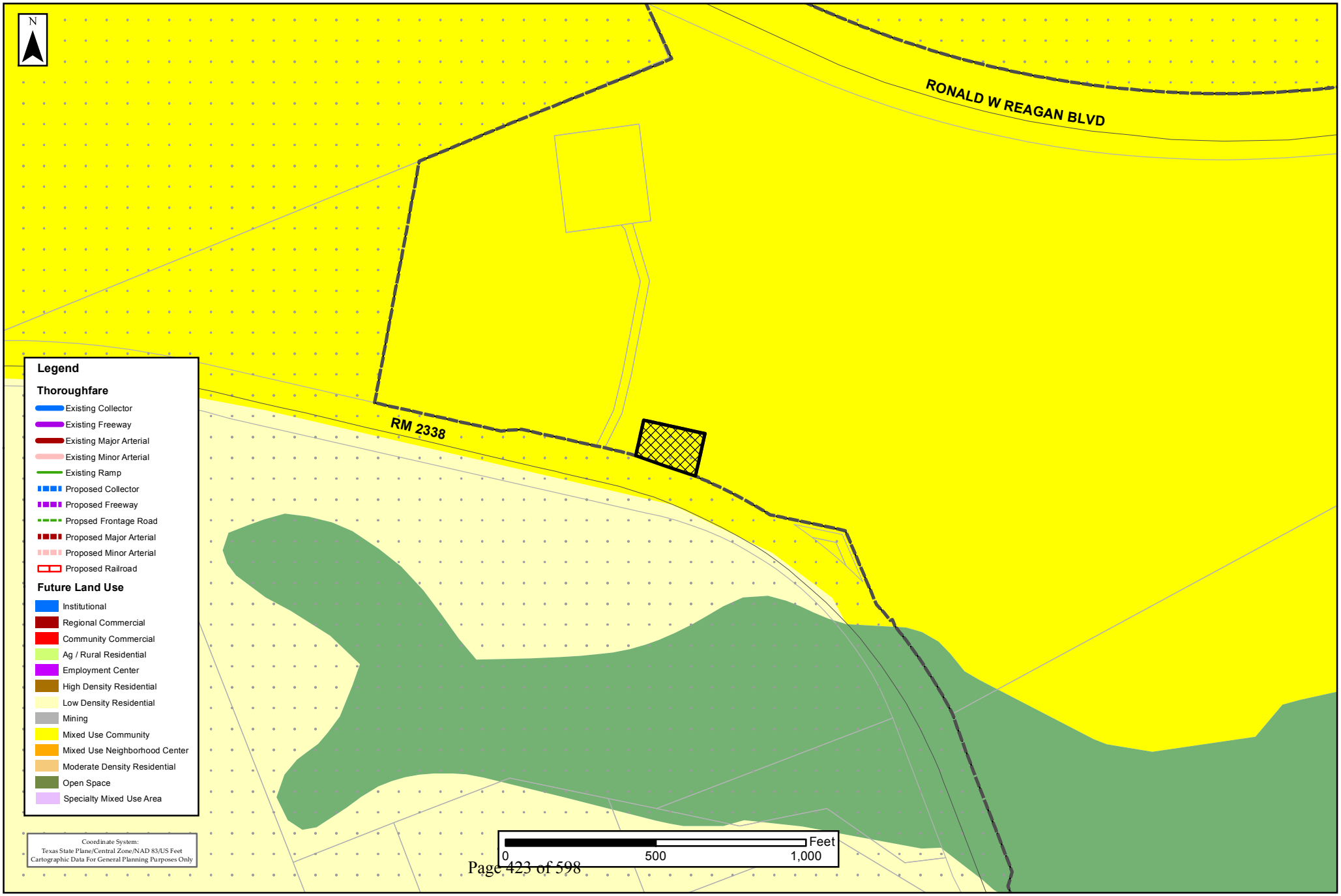
Location Map
2019-1-ANX
Exhibit #1



Future Land Use / Overall Transportation Plan

2019-1-ANX

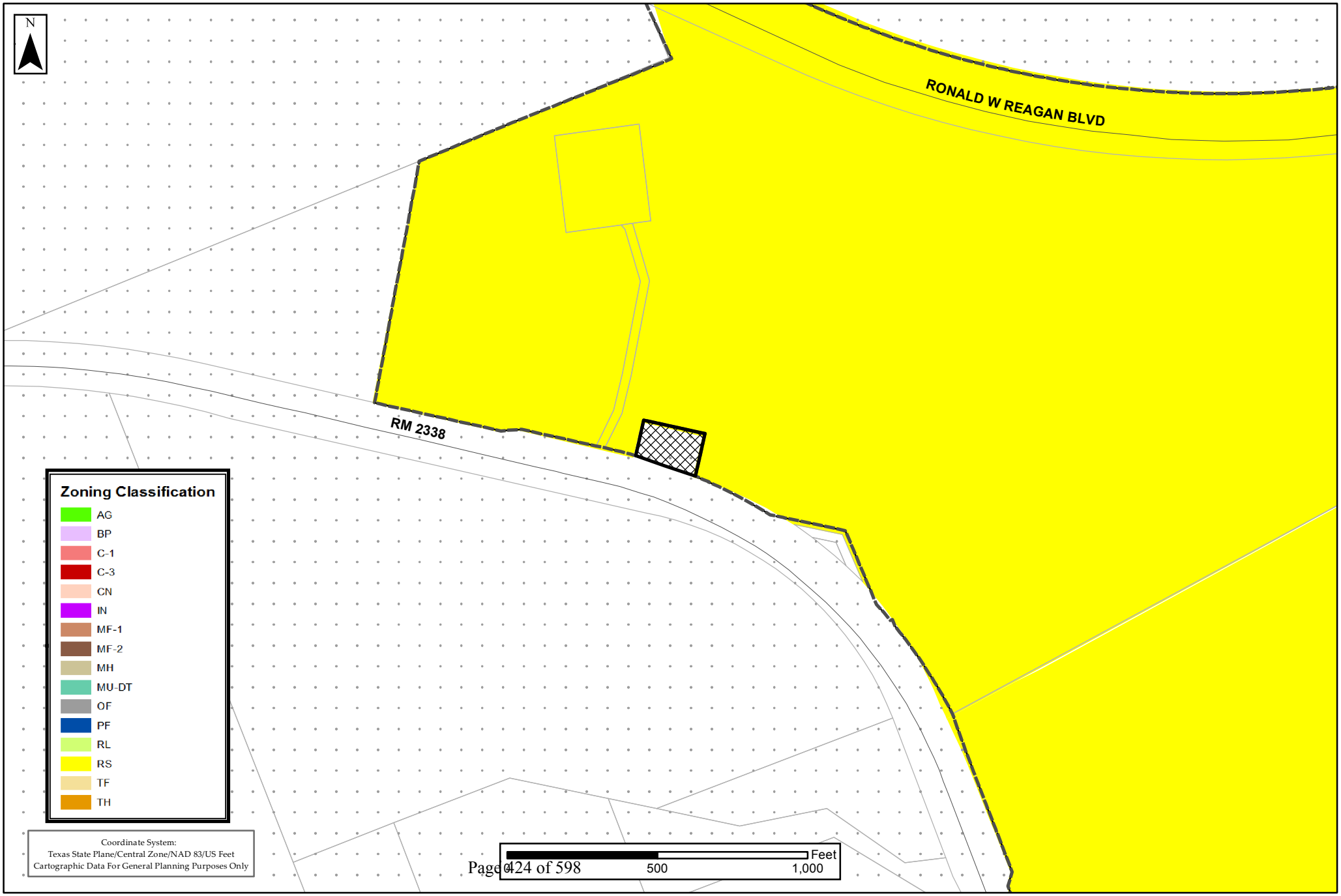
Exhibit #2



Zoning Information

2019-1-ANX

Exhibit #3



General Commercial (C-3) District

District Development Standards		
Maximum Building Height = 60 feet	Side Setback = 10 feet	Bufferyard = 15 feet with plantings
Front Setback = 25 feet	Side Setback to Residential = 15 feet	adjacent to AG, RE, RL, RS, TF, MH,
(0 feet for build-to/downtown)	Rear Setback = 10 feet	MF-1, or MF-2 districts
	Rear Setback to Residential = 25 feet	

Specific Uses Allowed within the District		
Allowed by Right	**Subject to Limitations**	**Special Use Permit (SUP) Required**
Agricultural Sales	Activity Center (youth/senior)	Auto. Parts Sales (outdoor)
Artisan Studio/Gallery	Athletic Facility, Indoor or Outdoor	Auto. Repair & Service, General
Assisted Living	Bar/Tavern/Pub	Auto. Sales, Rental, Leasing
Automotive Parts Sales (indoor)	Business/Trade School	Bus Barn
Auto. Repair and Service, Limited	Church (with columbarium)	Cemetary, Columbaria, Mausoleum, or Memorial Park
Banking/Financial Services	College/University	Correctional Facility
Blood/Plasma Center	Commercial Recreation	Firing Range, Indoor
Car Wash	Community Center	Flea Market
Consumer Repair	Dance Hall/Night Club	Hospital, Psychiatric
Dry Cleaning Service	Data Center	Lumber Yard
Emergency Services Station	Day Care (group/commercial)	Major Event Entertainment
Event Catering/Equipment Rental	Driving Range	Manufactured Housing Sales
Farmer's Market	Event Facility	Meat Market
Fitness Center	Fuel Sales	Multifamily Attached
Food Catering Services	Heliport	Recreational Vehicle Sales, Rental,
Funeral Home	Kennel	Self-Storage (indoor or outdoor)
General Retail	Live Music/Entertainment	Substance Abuse Treatment Facility
General Office	Micro Brewery/Winery	Transient Service Facility
Government/Postal Office	Neighborhood Amenity Center	Wireless Transmission Facility (41'+)
Home Health Care Services	Park (neighborhood/regional)	
Hospital	Pest Control/Janitorial Services	
Hotel/Inn/Motel (incl. extended stay)	School (Elementary, Middle, High)	
Integrated Office Center	Upper-story Residential	
Landscape/Garden Sales	Wireless Transmission Facility (<41')	
Laundromat		
Library/Museum		
Medical Diagnostic Center		
Medical Office/Clinic/Complex		
Membership Club/Lodge		
Nature Preserve/Community Garden		
Nursing/Convalescent/Hospice		
Parking Lot (commercial/park-n-ride)		
Personal Services (inc. Restricted)		
Printing/Mailing/Copying Services		
Private Transport Dispatch Facility		
Restaurant (general/drive-through)		
Small Engine Repair		
Social Service Facility		
Surgery/Post Surgery Recovery		
Theater (movie/live)		
Transit Passenger Terminal		
Urgent Care Facility		
Utilities (Minor/Intermediate/Major)		
Veterinary Clinic (indoor only)		

TURLEY ASSOCIATES, INC.
301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
F-1658 TBPLS No. 10056000

January 25, 2019

City of Georgetown
Planning Department
406 W. 8th
Georgetown, TX 78626

RE: Voluntary Annexation and Rezoning Request – 0.63 Acres

On behalf of our client, Turley Associates, Inc. respectfully requests that the City of Georgetown approve the voluntary annexation of the 0.63 acre tract located at 8400 RR 2338 in the ETJ of the City of Georgetown. Please find attached the current Ownership Deed for your reference, Master Application Form, Submittal Authorization Form, Annexation Checklist, Letter of Intent, Location Map, Field Notes, and a sketch of the property.

We are also requesting a rezoning of the property to C-3 to run concurrently with the annexation request.

Please feel free to call or email if you wish to discuss further.

Sincerely,

TURLEY ASSOCIATES, INC.

Jennifer Ryken, P.E., C.F.M.
Senior Project Engineer

VOLUNTARY PETITION FOR ANNEXATION

Date: January 25, 2019

To the City Council of the City of Georgetown:

Highland Village Georgetown, LP, a Texas Limited Partnership, is the sole owner of the tract of land containing 0.63 acres ("the Tract"). The tract is more particularly described by metes and bounds attached to this petition.

The 0.63 acre tract is located at 8400 RR 2338 in the ETJ of the City of Georgetown and is contiguous to the current city limits. There are no residents living on this property and the current use is vacant.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings.

With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

HIGHLAND VILLAGE GEORGETOWN, LP,
a Texas limited partnership

By HIGHLAND VILLAGE GEORGETOWN GP, LLC,
a Texas limited liability company, General Partner

By: _____
V. W. BARGE, III, President

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on Jan 25, 2019, By V. W. BARGE, III, in his capacity as President of HIGHLAND VILLAGE GEORGETOWN GP, LLC, a Texas limited liability company, in its capacity as general partner of HIGHLAND VILLAGE GEORGETOWN, LP, a Texas limited partnership, for and on behalf of said limited liability company and said limited partnership.

_____
Notary Public

Lu Ann Popelka
Commission # 609780-4
My Commission Expires
September 15, 2022

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments From Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 8400 RR 2338

Project Case Number: 2019-1-ANX P&Z Date: March 19, 2019 Case Manager: Chelsea Irby

Name of Respondent: Vernon W Barge III
(Please print name)

Signature of Respondent: V
(Signature required for protest)

Address of Respondent: 2005 Birdcreek Dr., #211, Temple TX 76502
(Address required for protest)

I am in FAVOR: V I OBJECT: _____

Additional Comments:

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

Exhibit C

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: 8400 RM 2338
COUNCIL DISTRICT NO.: 3
DATE: MAY 14, 2019

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o); 43.062, and 43.052(h)(1) of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "**8400 RM 2338**". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 26, 2019, at 3pm, and March 26, 2019, at 6pm, in accordance with Section 43.056(j) of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City that municipal services under this Plan shall provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **Police Protection** –Upon annexation, the Georgetown Police Department will extend regular and routine patrols to the area.

2. **Fire Protection and Emergency Medical Services**– Upon annexation, in the areas where the City has jurisdiction over fire protection and emergency medical services or a contract under which the City provides such services, the City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department to areas within the City limits.

3. **Solid Waste Collection** – Upon annexation, for occupied structures, the City will provide solid waste collection services to the annexed area in accordance with City ordinances and policies in effect on the date of the annexation. However, per the terms of Sections 43.056(n) and (o) of the LGC, if a property owner chooses to continue to use the services of a privately owned solid waste management provider, the City is prevented from providing solid waste services for 2 years.

4. **Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility** – City-owned water and wastewater facilities that exist in the annexed area will be maintained upon annexation and such maintenance shall be governed by the City's ordinances, standards, policies and procedures. Per the provisions of Section 13.01. 020 of the Unified Development Code ("UDC"), for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any public utilities or services in any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full.

5. **Operation and Maintenance of Streets, Roads, and Street Lighting** – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program. Per the provisions of Section 13.01.020 of the UDC, for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any streets or street lighting to any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full. With regard to street lighting, it is the policy of the City of Georgetown that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City in effect at the time of subdivision construction or addition thereto.

6. **Operation and Maintenance of Public Parks, Playgrounds, and Swimming Pools** - Upon annexation, publicly owned parks, playgrounds, and swimming pools in the annexed area (if any) will be operated and maintained by the City in accordance with the Section 12.20 of the City Code of Ordinances, and other applicable ordinances, policies, and procedures in effect at the time of annexation for other areas in the City limits. Privately owned parks, playgrounds, and pools will be unaffected by the annexation and shall not be maintained by the City.

7. **Operation and Maintenance of Publicly Owned Buildings, Facilities, and Services** – Should the City acquire any buildings, facilities or services necessary for municipal services in the annexed area, an appropriate City department will operate and maintain them.

8. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

9. **Planning and Development, Building Permits, and Inspections Services;** - Upon annexation, the City's Unified Development Code and Title 15 of the City Code of Ordinances will apply in the area. These services include: site plan review, zoning approvals, Building Code and other standard Code inspection services and City Code enforcement; sign regulations and permits; and Stormwater Permit services. For a full description of these services, see the City's Unified Development Code and Title 15 of the City Code of Ordinances.

10. **Animal Control Services** – The provisions of Chapter 7 of the City Code of Ordinances relating to animal control services shall apply in the annexed area.

11. **Business Licenses and Regulations** – The provisions of Chapter 6 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the annexed area.

12. **Health and Safety Regulations** – The provisions of Chapter 8 of the City Code of Ordinance relating to health and safety regulations (Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

13. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of Chapter 9 of the City Code of Ordinance relating to peace, morals and welfare (Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of Chapter 13 of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension

of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, in accordance with Sections 43.065(b) and (e) of the LGC, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces

of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the LGC.

IX. FEES

The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

X. SUMMARY OF CURRENT WATER AND WASTEWATER SERVICE EXTENSION POLICIES

Per the requirements of Section 43.056(e) of the LGC, the following summary is provided regarding the City's current service extension policies for water and wastewater service. However, this is a summary of the current policies, and the policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual; Drainage

Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area. In addition, these policies and ordinances are set by City Council and can be amended in the future:

1. **In General** -- The provisions of Chapter 13 of the City's Unified Development Code ("UDC") shall apply in the annexed area and Chapter 13 of the City Code of Ordinances. Portions of the current Chapter 13 of the UDC and the current Chapter 13 of the Code of Ordinances are summarized below. Note that these provisions are established by ordinance of the City Council and are subject to change from time to time.

   A. The City shall not repair, maintain, install or provide any water services, wastewater service, gas, electricity or any other public utilities or services to any property that has not been legally subdivided or is a non-legal lot.

   B. For property that is required by the City's UDC or other City regulations to construct water or wastewater facilities, funding and construction of those facilities are the responsibility of the property owner or developer (the "subdivider").

   C. Subdividers shall be responsible for providing an approved public water supply system for fire protection and domestic/ commercial/ industrial usage consistent with the Comprehensive Plan. Where an approved public water supply or distribution main is within reasonable distance of the subdivision, but in no case less than one-quarter mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing water supply. The subdivider shall, consistent with all existing ordinances, make a pro-rata contribution to funding of needed storage facilities, treatment facilities, and specific distribution lines as determined necessary by the City.

   D. Subdividers shall be responsible for providing an approved public sanitary sewer system, consistent with the Comprehensive Plan, throughout the entire subdivision such that all lots, parcels, or tracts of land will be capable of connecting to the sanitary sewer system except as otherwise provided herein. Where an approved public sanitary sewer collection main or outfall line is ~~in no case~~ less than one-half mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing sanitary sewer system. Where an approved public wastewater collection main or outfall line is more than one-half mile away from the property boundary, and where extension of a sanitary sewer collection main or outfall line is scheduled in the City's Capital Improvements Plan to be completed to a point within one-half mile of the property boundary within five (5) years from the date of the Preliminary Plat approval, the subdivider shall be required to install a public

wastewater collection system. The design and construction of a public sanitary sewer system shall comply with regulations covering extension of public sanitary sewer systems adopted by the Texas Commission on Environmental Quality.

E. All infrastructure and public improvements must be designed and installed in accordance with all of the elements of the Comprehensive Plan and shall meet the minimum requirements established by the UDC, the City's Construction Standards and Specifications for Roads, Streets, Structures and Utilities, and any other adopted City design or technical criteria. No main water line extension shall be less than eight inches. All new public sanitary sewer systems shall be designed and constructed to conform with the City's Construction Standards and Specifications and to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains.

2. **If the specific undeveloped property does not have City water or wastewater facilities and capacity fronting the property –** the owner may make an application for an extension of service to the property. If the Assistant City Manager for Utilities determines in writing that adequate water or wastewater capacity is available, or will be available, and if the project does not include City cost participation or reimbursement, if the proposed facilities are depicted on the City's Water and Wastewater Master Plans, and the requested service otherwise meets the City's requirements, the extension size, capacity, and routing may be approved by the Assistant City Manager for Utilities for construction by the developer at the developer's cost and expense.

3. **If the specific undeveloped property does have adequate City water or wastewater facilities and capacity fronting the property –** the owner may receive water or wastewater service from the City by applying for a tap permit and paying the required fees.

4. **If any property in the annexed area is using a septic system –** the property owner remains responsible for the operation and maintenance of the septic system. If the property is in a Rural Residential Subdivision as defined in Chapter 13 of the UDC, or is a legal lot greater than one acre in size and used for single family residential purposes, the property shall continue the use of a septic system after annexation until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line. If the septic system fails before the City's centralized wastewater service is extended to within 200 feet of the property and the City determines that the provision of centralized wastewater service is not feasible or practical at that time, then the property owner must either repair or replace the septic system in accordance with the provisions of Section 13.20 of the City Code of Ordinances. Properties using a septic system that are not in a Rural Residential Subdivision , or are not legal lots greater than one acre in size and used for

single family residential purposes at the time of annexation, but that are designated as either residential, open space or agricultural on the City's Future Land Use Plan shall continue the use of a septic system until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line.

5. **Reimbursement and cost participation by the City –** Pursuant to Section 13.09.030 of the UDC, the City, in its sole discretion and with City Council approval, may participate with a property owner or developer in the cost of oversized facilities or line extensions. The actual calculation of the cost participation and reimbursement amounts, including limits and schedules for the payments, are set forth in the UDC.

6. **City Code of Ordinances: (**The following provisions are set by the City Council and can be amended in the future by ordinance.)

Chapter 13.10 of the City Code of Ordinances currently provides as follows:

Section 13.10.010 Policy established.

This policy shall apply to improvements to the City's utility systems, including system upgrades, system expansion, and plant capacity additions. In this Section, the term "utility system" shall mean the City's water system, wastewater system, reuse irrigation system, and stormwater drainage system.

Section 13.10.020 System Planning.

The City shall maintain and periodically update system plans for each utility so that system improvements are implemented to maintain adequate capacity for growth while maintaining proper service levels to existing customers.

Section 13.10.030 Project Timing.

A. Projects designed to expand or upgrade a utility system must be completed and ready for operations such that capacity requirements by state regulatory agencies and City system plans are met.

B. When possible, the City should coordinate the construction of system improvements in a particular location with the expansion or maintenance of other utility infrastructure to minimize the future impact on each utility.

C. Projects should begin the design phase when existing demand at a specific location exceeds 75% of current capacity and future demand is expected to exceed the current total capacity.

D. Projects should begin the construction phase when existing demand at a specific location exceeds 90% of current capacity and future demand is expected to exceed the current total capacity.

E. Projects required to facilitate the development of a specific tract shall be done in accordance with the Unified Development Code.

F. Projects required as a result of an annexation service plan shall be provided as stated in the approved Service Plan for such annexed tracts.

Section 13.10.040 Project Financing.

A. Projects required to facilitate the subdivision of a specific tract shall be paid by the subdivider in accordance with the Unified Development Code, unless otherwise authorized in writing and approved by the City Council in accordance with the terms of Section 13.09 of the Unified Development Code or other applicable law.

B. When utility expansion is requested within a portion of the City's utility service area, but the City is not otherwise required to provide service or planning to provide service as reflected in the City's Capital Improvements Plan, the City may nonetheless, at the City's sole option, facilitate the design and construction of the required utility extensions or upgrades by managing the project with the cost of such extensions to be shared and fully paid by the requesting landowners or subdividers prior to commencement of the project.

C. When utility expansion is requested within a portion of the City's utility service area, the City shall evaluate degree to which the project 1) facilitates contiguous growth, 2) maximizes the provision of service to the service area, 3) enhances economic development, 4) improves system operations, 5) contributes to conservation or other environmental concern, and 6) facilitates the completion of the utility master plan.

D. At the City's sole option, the City may also facilitate the installation of utility expansion requests through 1) financial cost contribution, 2) financing of the improvement using individual contracts between the City and each landowner for a proportionate share of the project cost to be paid out over a specified period of time at a specified rate of interest, 3) Impact Fee or connection fee reduction or waiver.

Chapter 13.20 of the City Code of Ordinances currently provides as follows:

Sec. 13.20.010. General.

A. It is unlawful for any owner or lessee, tenant or other person in possession of any premises where any person lives or works, or occupies the same, to establish, maintain or use any water closet, bathtub, lavatory or sink except by one of the following means and consistent with the other terms, conditions and requirements of this Chapter and with the City's Unified Development Code:

1. connection to an approved Onsite Sewage Facility that is constructed and maintained in accordance with the rules and regulations of all appropriate state and local agencies having jurisdiction over such facilities; or
2. connection to a public centralized wastewater collection main with all wastewater discharged to a centralized public wastewater collection system.

B. Upon the "Development" of property, the provisions of Chapter 13 of the Unified Development Code (pertaining to Infrastructure and Public Improvements) shall govern the provision of wastewater service to the property. For the purposes of this section, the term "Development" shall have the same meaning as in Section 16.05 of the City's Unified Development Code.

C. It is the duty of each such person referenced in subsection (A), above, to connect such fixtures to an approved wastewater system, and to maintain the same.

Sec. 13.20.020. On Site Sewage Facilities.

A. General. All On Site Sewage Facilities must be constructed and maintained in accordance with the rules and regulations of the appropriate state and local agencies having jurisdiction over such facilities.

B. Availability of a Public Centralized Wastewater Collection Main. If a public centralized wastewater collection main is located within 200 feet of a property line, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then property owner shall connect that property to said utility line at the earliest to occur of either of the following events: failure of the On Site Sewage Facility servicing the property, or the date that is five (5) years after receipt of notice of the availability of a wastewater collection main within 200-feet of the property line.

C. Failure of On Site Sewage Facility. When an Onsite Sewage Facility fails, the following provisions shall apply:
   a. If a public centralized wastewater collection main is located within 200 feet of the property boundary, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then the property must be connected to said utility line by the property owner;
   b. If no public centralized wastewater collection main is located within 200 feet of the property boundary, the City shall evaluate the feasibility of providing centralized wastewater collection services to the property via a gravity or low pressure system. Where the provision of gravity sewer service or low pressure system is technically feasible, utility system improvements may be made in accordance with Chapters 13.10;
   c. If the City determines that the provision of wastewater service via a centralized wastewater collection main is not necessary due to existing or future land use, then the On Site Sewage Facility may be repaired or replaced.

(Prior code § 12-101)

Sec. 13.20.030. Privies prohibited.

It is unlawful for any owner or lessee, tenant or other person in possession of any premises in the City to establish or maintain any privy or dry closet.

Sec.13.20.040 Low Pressure Sewer Systems

A. A "Low Pressure Sewer System" is an individual lift station located at each utility customer or property owner location having a private force main connecting to a public force main or gravity main located in a public utility easement or public right-of-way.

B. Each property owner and utility customer shall be responsible for the cost of installation and maintenance of the individual lift station and private force main.

Section 13.20.050. Prohibited Discharges into Sewer System

No person shall discharge, cause to be discharged, or permit to be discharged, either directly or indirectly into the public sewer system, waste or wastewater from any of the following sources unless allowed by the City Manager, or his/her designee:

A. Any wastes or wastewater that does not meet the limitations imposed by Section 13.24 of the Code of Ordinances.

B. Any stormwater, groundwater, rainwater, street drainage, subsurface drainage, or yard drainage;

C. Any unpolluted water, including , but not limited to, cooling water, process water or blow-down water from cooling towers or evaporative coolers;

D. Any wastes or wastewater, or any object, material, or other substance directly into a manhole or other opening into the sewer facilities other than wastes or wastewater through an approved service connection.

E. Any holding tank waste, provided, that such waste may be placed into facilities designed to receive such wastes and approved by the City Manager, or his/her designee.

Section 13.20.060 Sewer System Maintenance

A. For properties with gravity wastewater service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the sewer system in the building and the service lateral between the building and the point of connection into the public sewer main.

B. For properties with low pressure service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the

sewer system in the building and the service lateral, lift station (grinder pump) and force main between the building and the point of connection into the public sewer main.

C. When, as a part of sewer system testing, the City identifies a flaw in a private service lateral or force main where a repair is necessary to prevent infiltration or inflow, the property owner and utility customer shall be responsible to cause the repairs to be made within one (1) year of the date of notification by the City.

D. If repairs are not complete within one year of notification by the City, City may engage the services of a contractor to make the necessary repairs with the costs for such repairs to be paid by the City and subsequently charged to property owner and utility customer.

BEING a 0.63 acre tract of land situated in the L. P. DYCHES SURVEY, ABSTRACT No. 171, in Williamson County, Texas and being all of that certain tract of land described as 0.63 acres (Tract 4) in a Warranty Deed with Vendor's Lien dated May 2, 2018 from Circle B-Y Partners, Ltd., a Texas Limited Partnership, acting by and through its duly authorized and directed General Partner, Michelle Lynn Dube, and Michelle Lynn Bell Dube and husband, Travis A. Dube to Highland Village Georgetown, LP, a Texas Limited Partnership and being of record in Document No. 2018043854, Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation aluminum cap right-of-way monument found being the southwest corner of the said 0.63 acre tract and being an ell corner of that certain 120.53 acre tract (Tract 2) described in said Document No. 2018043854 and being in the north right-of-way line of Ranch-to-Market Road No. 2338 for corner;

THENCE N. 13° 04' 27" E., 120.94 feet departing the said north right-of-way line and along the west line of the said 0.63 acre tract to a point at the northwest corner of the said 0.63 acre tract and being an ell corner of the said 120.53 acre tract for corner;

THENCE S. 76° 57' 40" E., 208.55 feet along the north line of the said 0.63 acre tract to a point at the northeast corner of the said 0.63 acre tract and being an ell corner of the said 120.53 acre tract for corner;

THENCE S. 12° 56' 27" W., 144.73 feet (calls S. 12° 56' 09" W., 144.85 feet) along the east line of the said 0.63 acre tract to a Texas Department of Transportation aluminum cap right-of-way monument found being the southeast corner of the said 0.63 acre tract and being an ell corner of the said 120.53 acre tract and being in the aforementioned north right-of-way line and being at the beginning of a curve to the left having a radius equals 1705.00 feet, chord bearing equals N. 70° 27' 49" W., 210.22 feet (calls N. 70° 25' 57" W., 210.25 feet) for corner;

THENCE 210.36 feet (calls 210.38 feet) along the arc of said curve to the left to the Point of BEGINNING and containing 0.63 acres of land.

****

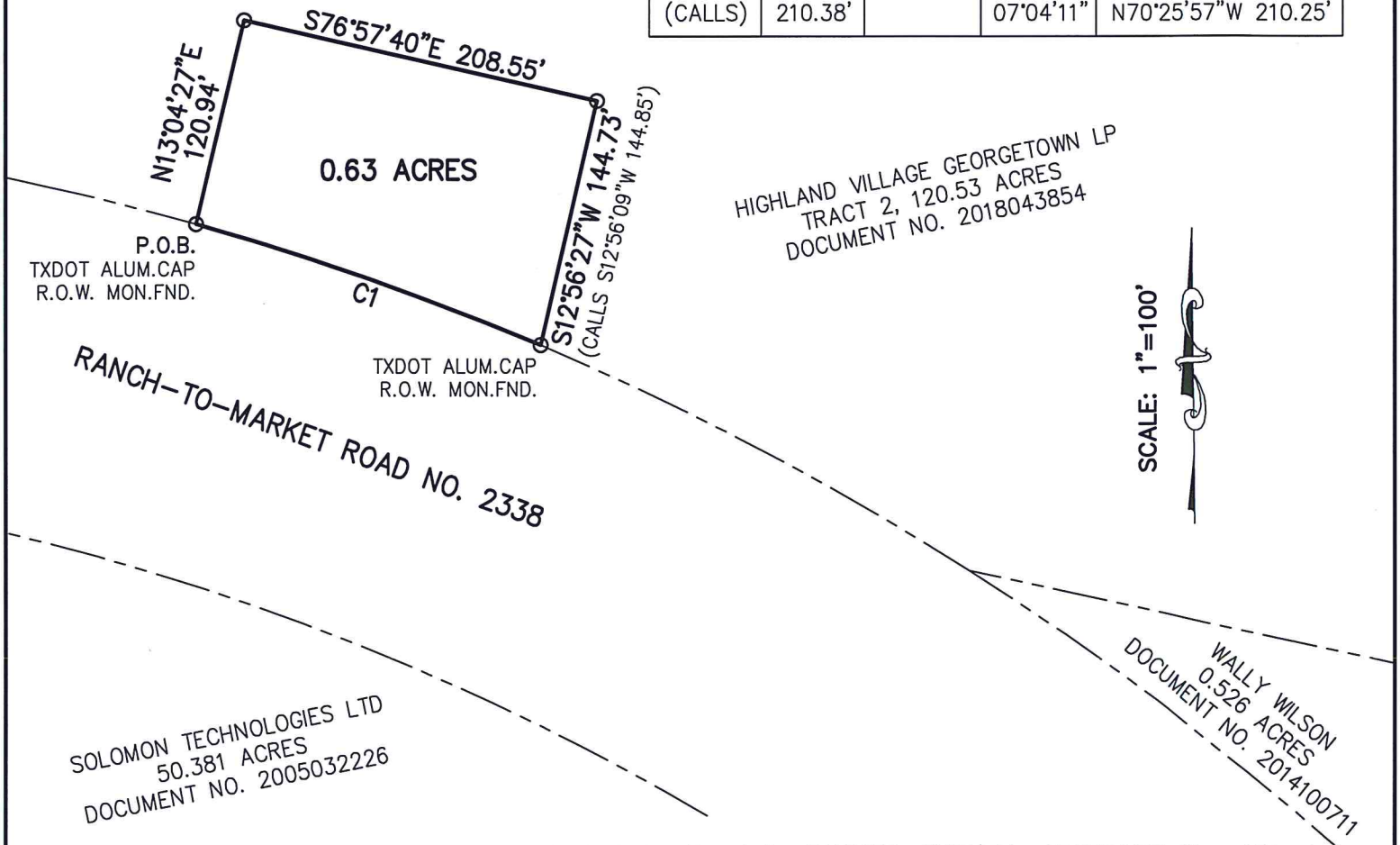
I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.



Michael E. Alvis, R.P.L.S. #5402
January 25, 2019

Bearing Base: Texas State Plain Coordinate System (NAD 1983) as determined by G.P.S. observation.

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	210.36'	1705.00'	7°04'08"	N70°27'49"W 210.22'
(CALLS)	210.38'		07°04'11"	N70°25'57"W 210.25'



BEING a 0.63 acre tract of land situated in the L.P. DYCHES SURVEY, ABSTRACT No. 171, in Williamson County, Texas and being all of that certain tract of land described as 0.63 acres (Tract 4) in a Warranty Deed with Vendor's Lien dated May 2, 2018 from Circle B–Y Partners, Ltd., a Texas Limited Partnership, acting by and through its duly authorized and directed General Partner, Michelle Lynn Dube, and Michelle Lynn Bell Dube and husband, Travis A. Dube to Highland Village Georgetown, LP, a Texas Limited Partnership and being of recorded in Document No. 2018043854, Official Public Records of Williamson County, Texas.

STATE OF TEXAS ☒
COUNTY OF BELL ☒

KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey was this day made on the ground of the property described herein and is correct.

STATE OF TEXAS · REGISTERED · MICHAEL E. ALVIS · 5402 · PROFESSIONAL LAND SURVEYOR

IN WITNESS THEREOF, my hand and seal, this the 25th day of January 2019.

Michael E. Alvis, R.P.L.S., No. 5402

BEING a 0.63 acre tract of land more particularly described by separate field notes.

TURLEY
ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT
TURLEY ASSOCIATES, INC.
301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400

ANNEXATION/REZONING SKETCH:
0.63 ACRES
OUT OF AND A PART OF THE L.P. DYCHES SURVEY, ABSTRACT NO. 171 IN THE ETJ OF THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

DATE: JANUARY 25, 2019
DRAWN BY: AJ
SCALE: 1"=100'

Ordinance No. _____

An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory and designation of General Commercial (C-3) zoning district for an approximately 0.63-acre tract in the L.P. Dyches Survey, generally at 8400 RR 2338, to be known a part of the Highland Village Development, as described herein; providing for service plans; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for annexation submitted a petition in writing requesting annexation of the area, pursuant to Local Government Code Section 43.028; and

Whereas, the Section 4.03.010 of the Unified Development Code creates procedures for initial zoning of newly annexed territory; and

Whereas, the Georgetown City Council approved a resolution granting the petition on February 26, 2019; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas that:

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits a 0.63-acre tract in the L. P. Dyches Survey, as shown in *"Exhibit A"*, and described in *"Exhibit B"* of this Ordinance. *"Exhibit C"* contains the Service Plan.

Section 3. The 0.63 acres, as described in *"Exhibit B"* and depicted in *"Exhibit A"* of this Ordinance, is designated General Commercial (C-3) zoning district, and is included in City Council District 3, as it is adjacent to Council District 3 and no other City Council Districts.

Section 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 23 day of April, 2019.

Passed and Approved on Second Reading on the 14 day of May, 2019.

Attest:

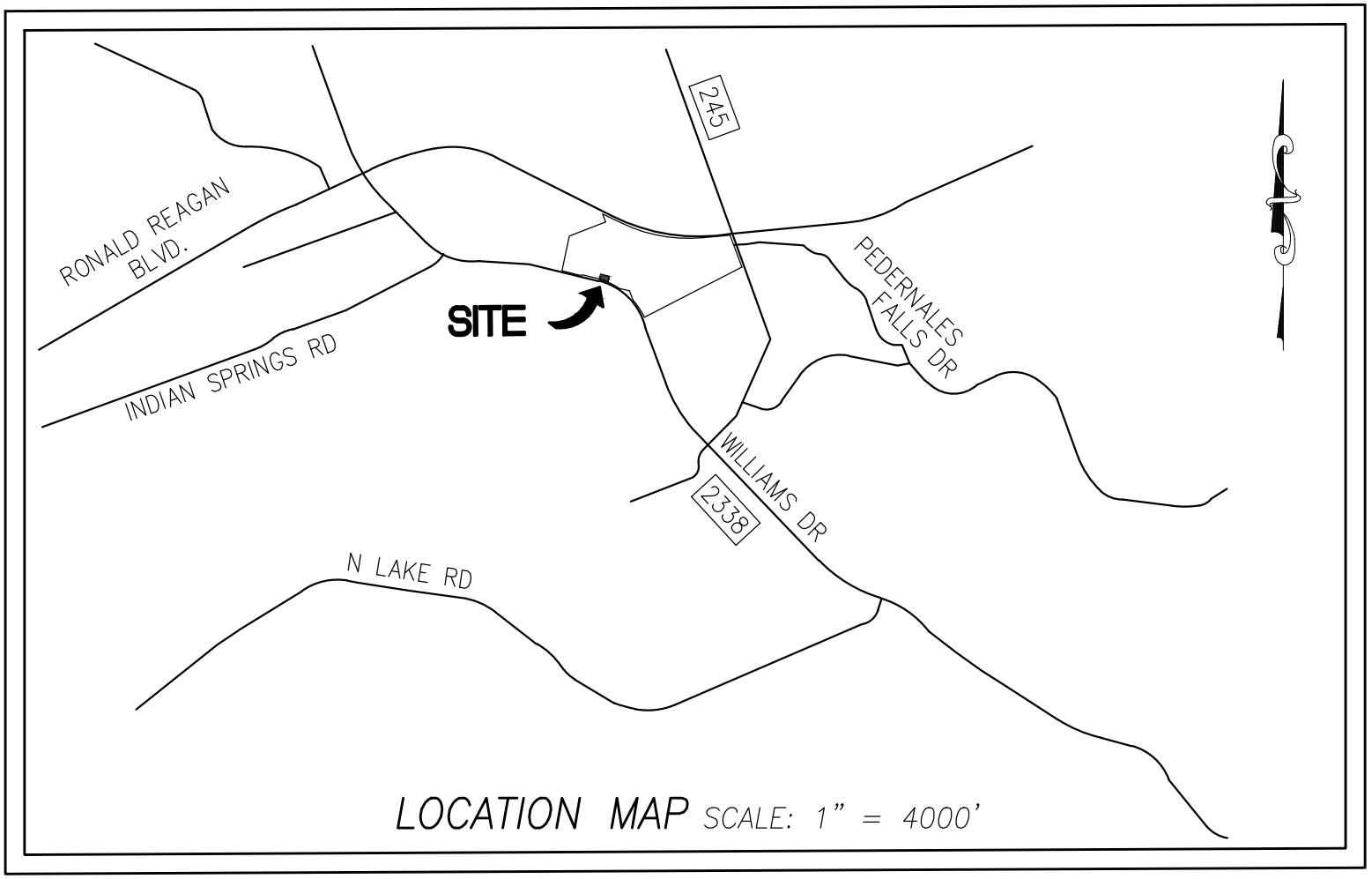
_____
Robyn Densmore, TRMC
City Secretary

The City of Georgetown:

_____
Dale Ross
Mayor

Approved as to form:

_____
Charlie McNabb
City Attorney


245
RONALD REAGAN BLVD.
SITE
INDIAN SPRINGS RD
PEDERNALES FALLS DR
WILLIAMS DR
2338
N LAKE RD
LOCATION MAP SCALE: 1" = 4000'

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BEGINNING at a Texas Department of Transportation aluminum cap right-of-way monument found being the southwest corner of the said 0.63 acre tract and being an ell corner of that certain 120.53 acre tract (Tract 2) described in said Document No. 2018043854 and being in the north right-of-way line of Ranch-to-Market Road No. 2338 for corner;

THENCE N. 13° 04' 27" E., 120.94 feet departing the said north right-of-way line and along the west line of the said 0.63 acre tract to a point at the northwest corner of the said 0.63 acre tract and being an ell corner of the said 120.53 acre tract for corner;

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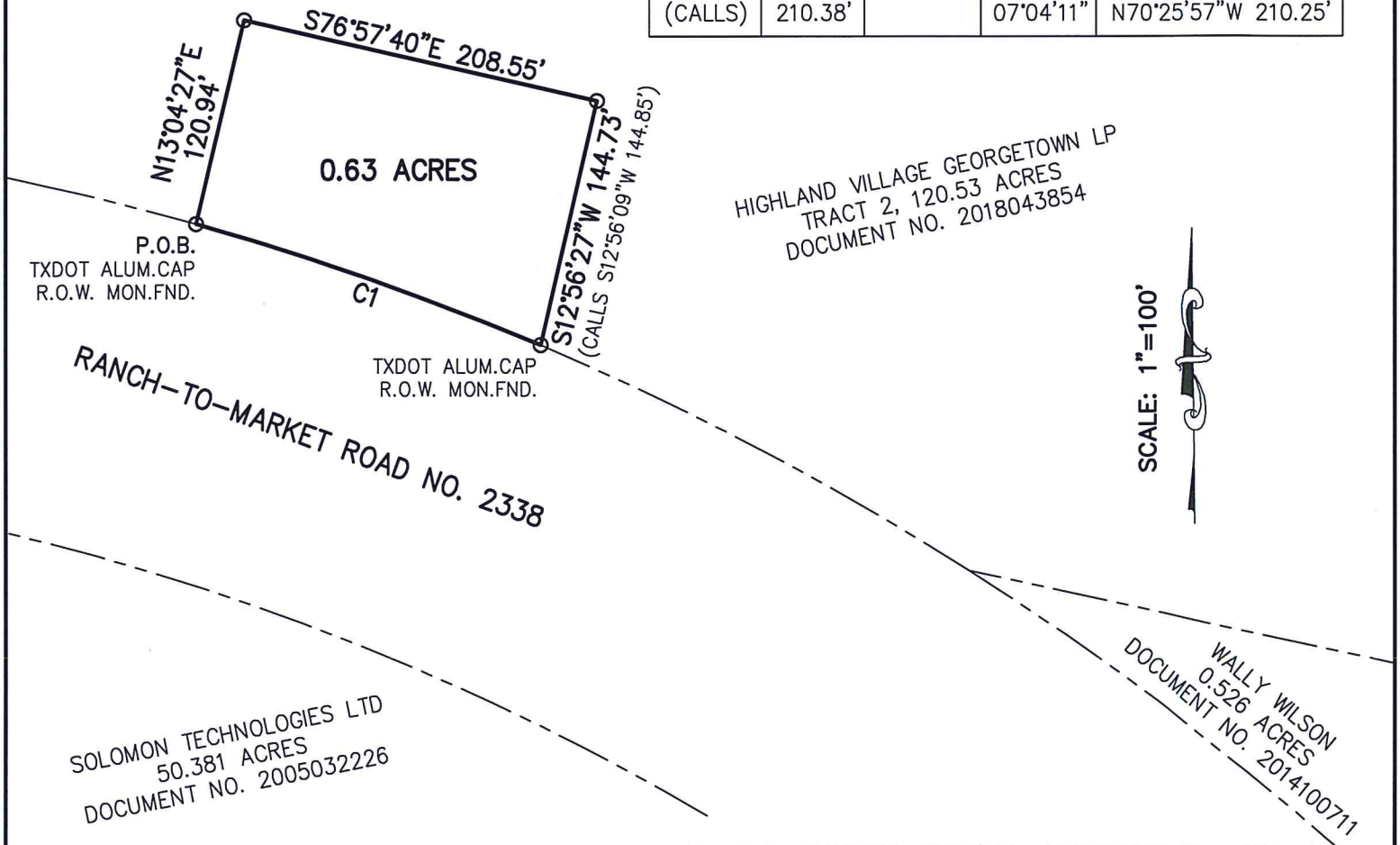
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STATE OF TEXAS · REGISTERED · MICHAEL E. ALVIS · 5402 · PROFESSIONAL LAND SURVEYOR

IN WITNESS THEREOF, my hand and seal, this the 25th day of January 2019.

Michael E. Alvis, R.P.L.S., No. 5402

BEING a 0.63 acre tract of land more particularly described by separate field notes.

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DATE: JANUARY 25, 2019
DRAWN BY: AJ
SCALE: 1"=100'

Exhibit C

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: 8400 RM 2338
COUNCIL DISTRICT NO.: 3
DATE: MAY 14, 2019

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o); 43.062, and 43.052(h)(1) of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "**8400 RM 2338**". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 26, 2019, at 3pm, and March 26, 2019, at 6pm, in accordance with Section 43.056(j) of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City that municipal services under this Plan shall provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **Police Protection** –Upon annexation, the Georgetown Police Department will extend regular and routine patrols to the area.

2. **Fire Protection and Emergency Medical Services**– Upon annexation, in the areas where the City has jurisdiction over fire protection and emergency medical services or a contract under which the City provides such services, the City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department to areas within the City limits.

3. **Solid Waste Collection** – Upon annexation, for occupied structures, the City will provide solid waste collection services to the annexed area in accordance with City ordinances and policies in effect on the date of the annexation. However, per the terms of Sections 43.056(n) and (o) of the LGC, if a property owner chooses to continue to use the services of a privately owned solid waste management provider, the City is prevented from providing solid waste services for 2 years.

4. **Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility** – City-owned water and wastewater facilities that exist in the annexed area will be maintained upon annexation and such maintenance shall be governed by the City's ordinances, standards, policies and procedures. Per the provisions of Section 13.01. 020 of the Unified Development Code ("UDC"), for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any public utilities or services in any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full.

5. **Operation and Maintenance of Streets, Roads, and Street Lighting** – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program. Per the provisions of Section 13.01.020 of the UDC, for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any streets or street lighting to any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full. With regard to street lighting, it is the policy of the City of Georgetown that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City in effect at the time of subdivision construction or addition thereto.

6. **Operation and Maintenance of Public Parks, Playgrounds, and Swimming Pools** - Upon annexation, publicly owned parks, playgrounds, and swimming pools in the annexed area (if any) will be operated and maintained by the City in accordance with the Section 12.20 of the City Code of Ordinances, and other applicable ordinances, policies, and procedures in effect at the time of annexation for other areas in the City limits. Privately owned parks, playgrounds, and pools will be unaffected by the annexation and shall not be maintained by the City.

7. **Operation and Maintenance of Publicly Owned Buildings, Facilities, and Services** – Should the City acquire any buildings, facilities or services necessary for municipal services in the annexed area, an appropriate City department will operate and maintain them.

8. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

9. **Planning and Development, Building Permits, and Inspections Services;** - Upon annexation, the City's Unified Development Code and Title 15 of the City Code of Ordinances will apply in the area. These services include: site plan review, zoning approvals, Building Code and other standard Code inspection services and City Code enforcement; sign regulations and permits; and Stormwater Permit services. For a full description of these services, see the City's Unified Development Code and Title 15 of the City Code of Ordinances.

10. **Animal Control Services** – The provisions of Chapter 7 of the City Code of Ordinances relating to animal control services shall apply in the annexed area.

11. **Business Licenses and Regulations** – The provisions of Chapter 6 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the annexed area.

12. **Health and Safety Regulations** – The provisions of Chapter 8 of the City Code of Ordinance relating to health and safety regulations (Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

13. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of Chapter 9 of the City Code of Ordinance relating to peace, morals and welfare (Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of Chapter 13 of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension

of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, in accordance with Sections 43.065(b) and (e) of the LGC, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces

of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the LGC.

IX. FEES

The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

X. SUMMARY OF CURRENT WATER AND WASTEWATER SERVICE EXTENSION POLICIES

Per the requirements of Section 43.056(e) of the LGC, the following summary is provided regarding the City's current service extension policies for water and wastewater service. However, this is a summary of the current policies, and the policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual; Drainage

Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area. In addition, these policies and ordinances are set by City Council and can be amended in the future:

1. **In General** -- The provisions of Chapter 13 of the City's Unified Development Code ("UDC") shall apply in the annexed area and Chapter 13 of the City Code of Ordinances. Portions of the current Chapter 13 of the UDC and the current Chapter 13 of the Code of Ordinances are summarized below. Note that these provisions are established by ordinance of the City Council and are subject to change from time to time.

   A. The City shall not repair, maintain, install or provide any water services, wastewater service, gas, electricity or any other public utilities or services to any property that has not been legally subdivided or is a non-legal lot.

   B. For property that is required by the City's UDC or other City regulations to construct water or wastewater facilities, funding and construction of those facilities are the responsibility of the property owner or developer (the "subdivider").

   C. Subdividers shall be responsible for providing an approved public water supply system for fire protection and domestic/ commercial/ industrial usage consistent with the Comprehensive Plan. Where an approved public water supply or distribution main is within reasonable distance of the subdivision, but in no case less than one-quarter mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing water supply. The subdivider shall, consistent with all existing ordinances, make a pro-rata contribution to funding of needed storage facilities, treatment facilities, and specific distribution lines as determined necessary by the City.

   D. Subdividers shall be responsible for providing an approved public sanitary sewer system, consistent with the Comprehensive Plan, throughout the entire subdivision such that all lots, parcels, or tracts of land will be capable of connecting to the sanitary sewer system except as otherwise provided herein. Where an approved public sanitary sewer collection main or outfall line is ~~in no case~~ less than one-half mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing sanitary sewer system. Where an approved public wastewater collection main or outfall line is more than one-half mile away from the property boundary, and where extension of a sanitary sewer collection main or outfall line is scheduled in the City's Capital Improvements Plan to be completed to a point within one-half mile of the property boundary within five (5) years from the date of the Preliminary Plat approval, the subdivider shall be required to install a public

wastewater collection system. The design and construction of a public sanitary sewer system shall comply with regulations covering extension of public sanitary sewer systems adopted by the Texas Commission on Environmental Quality.

E. All infrastructure and public improvements must be designed and installed in accordance with all of the elements of the Comprehensive Plan and shall meet the minimum requirements established by the UDC, the City's Construction Standards and Specifications for Roads, Streets, Structures and Utilities, and any other adopted City design or technical criteria. No main water line extension shall be less than eight inches. All new public sanitary sewer systems shall be designed and constructed to conform with the City's Construction Standards and Specifications and to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains.

2. **If the specific undeveloped property does not have City water or wastewater facilities and capacity fronting the property –** the owner may make an application for an extension of service to the property. If the Assistant City Manager for Utilities determines in writing that adequate water or wastewater capacity is available, or will be available, and if the project does not include City cost participation or reimbursement, if the proposed facilities are depicted on the City's Water and Wastewater Master Plans, and the requested service otherwise meets the City's requirements, the extension size, capacity, and routing may be approved by the Assistant City Manager for Utilities for construction by the developer at the developer's cost and expense.

3. **If the specific undeveloped property does have adequate City water or wastewater facilities and capacity fronting the property –** the owner may receive water or wastewater service from the City by applying for a tap permit and paying the required fees.

4. **If any property in the annexed area is using a septic system –** the property owner remains responsible for the operation and maintenance of the septic system. If the property is in a Rural Residential Subdivision as defined in Chapter 13 of the UDC, or is a legal lot greater than one acre in size and used for single family residential purposes, the property shall continue the use of a septic system after annexation until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line. If the septic system fails before the City's centralized wastewater service is extended to within 200 feet of the property and the City determines that the provision of centralized wastewater service is not feasible or practical at that time, then the property owner must either repair or replace the septic system in accordance with the provisions of Section 13.20 of the City Code of Ordinances. Properties using a septic system that are not in a Rural Residential Subdivision , or are not legal lots greater than one acre in size and used for

single family residential purposes at the time of annexation, but that are designated as either residential, open space or agricultural on the City's Future Land Use Plan shall continue the use of a septic system until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line.

5. **Reimbursement and cost participation by the City –** Pursuant to Section 13.09.030 of the UDC, the City, in its sole discretion and with City Council approval, may participate with a property owner or developer in the cost of oversized facilities or line extensions. The actual calculation of the cost participation and reimbursement amounts, including limits and schedules for the payments, are set forth in the UDC.

6. **City Code of Ordinances: (**The following provisions are set by the City Council and can be amended in the future by ordinance.)

Chapter 13.10 of the City Code of Ordinances currently provides as follows:

Section 13.10.010 Policy established.

This policy shall apply to improvements to the City's utility systems, including system upgrades, system expansion, and plant capacity additions. In this Section, the term "utility system" shall mean the City's water system, wastewater system, reuse irrigation system, and stormwater drainage system.

Section 13.10.020 System Planning.

The City shall maintain and periodically update system plans for each utility so that system improvements are implemented to maintain adequate capacity for growth while maintaining proper service levels to existing customers.

Section 13.10.030 Project Timing.

A. Projects designed to expand or upgrade a utility system must be completed and ready for operations such that capacity requirements by state regulatory agencies and City system plans are met.

B. When possible, the City should coordinate the construction of system improvements in a particular location with the expansion or maintenance of other utility infrastructure to minimize the future impact on each utility.

C. Projects should begin the design phase when existing demand at a specific location exceeds 75% of current capacity and future demand is expected to exceed the current total capacity.

D. Projects should begin the construction phase when existing demand at a specific location exceeds 90% of current capacity and future demand is expected to exceed the current total capacity.

E. Projects required to facilitate the development of a specific tract shall be done in accordance with the Unified Development Code.

F. Projects required as a result of an annexation service plan shall be provided as stated in the approved Service Plan for such annexed tracts.

Section 13.10.040 Project Financing.

A. Projects required to facilitate the subdivision of a specific tract shall be paid by the subdivider in accordance with the Unified Development Code, unless otherwise authorized in writing and approved by the City Council in accordance with the terms of Section 13.09 of the Unified Development Code or other applicable law.

B. When utility expansion is requested within a portion of the City's utility service area, but the City is not otherwise required to provide service or planning to provide service as reflected in the City's Capital Improvements Plan, the City may nonetheless, at the City's sole option, facilitate the design and construction of the required utility extensions or upgrades by managing the project with the cost of such extensions to be shared and fully paid by the requesting landowners or subdividers prior to commencement of the project.

C. When utility expansion is requested within a portion of the City's utility service area, the City shall evaluate degree to which the project 1) facilitates contiguous growth, 2) maximizes the provision of service to the service area, 3) enhances economic development, 4) improves system operations, 5) contributes to conservation or other environmental concern, and 6) facilitates the completion of the utility master plan.

D. At the City's sole option, the City may also facilitate the installation of utility expansion requests through 1) financial cost contribution, 2) financing of the improvement using individual contracts between the City and each landowner for a proportionate share of the project cost to be paid out over a specified period of time at a specified rate of interest, 3) Impact Fee or connection fee reduction or waiver.

Chapter 13.20 of the City Code of Ordinances currently provides as follows:

Sec. 13.20.010. General.

A. It is unlawful for any owner or lessee, tenant or other person in possession of any premises where any person lives or works, or occupies the same, to establish, maintain or use any water closet, bathtub, lavatory or sink except by one of the following means and consistent with the other terms, conditions and requirements of this Chapter and with the City's Unified Development Code:

1. connection to an approved Onsite Sewage Facility that is constructed and maintained in accordance with the rules and regulations of all appropriate state and local agencies having jurisdiction over such facilities; or
2. connection to a public centralized wastewater collection main with all wastewater discharged to a centralized public wastewater collection system.

B. Upon the "Development" of property, the provisions of Chapter 13 of the Unified Development Code (pertaining to Infrastructure and Public Improvements) shall govern the provision of wastewater service to the property. For the purposes of this section, the term "Development" shall have the same meaning as in Section 16.05 of the City's Unified Development Code.

C. It is the duty of each such person referenced in subsection (A), above, to connect such fixtures to an approved wastewater system, and to maintain the same.

Sec. 13.20.020. On Site Sewage Facilities.

A. General. All On Site Sewage Facilities must be constructed and maintained in accordance with the rules and regulations of the appropriate state and local agencies having jurisdiction over such facilities.

B. Availability of a Public Centralized Wastewater Collection Main. If a public centralized wastewater collection main is located within 200 feet of a property line, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then property owner shall connect that property to said utility line at the earliest to occur of either of the following events: failure of the On Site Sewage Facility servicing the property, or the date that is five (5) years after receipt of notice of the availability of a wastewater collection main within 200-feet of the property line.

C. Failure of On Site Sewage Facility. When an Onsite Sewage Facility fails, the following provisions shall apply:
   a. If a public centralized wastewater collection main is located within 200 feet of the property boundary, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then the property must be connected to said utility line by the property owner;
   b. If no public centralized wastewater collection main is located within 200 feet of the property boundary, the City shall evaluate the feasibility of providing centralized wastewater collection services to the property via a gravity or low pressure system. Where the provision of gravity sewer service or low pressure system is technically feasible, utility system improvements may be made in accordance with Chapters 13.10;
   c. If the City determines that the provision of wastewater service via a centralized wastewater collection main is not necessary due to existing or future land use, then the On Site Sewage Facility may be repaired or replaced.

(Prior code § 12-101)

Sec. 13.20.030. Privies prohibited.

It is unlawful for any owner or lessee, tenant or other person in possession of any premises in the City to establish or maintain any privy or dry closet.

Sec.13.20.040 Low Pressure Sewer Systems

A. A "Low Pressure Sewer System" is an individual lift station located at each utility customer or property owner location having a private force main connecting to a public force main or gravity main located in a public utility easement or public right-of-way.

B. Each property owner and utility customer shall be responsible for the cost of installation and maintenance of the individual lift station and private force main.

Section 13.20.050. Prohibited Discharges into Sewer System

No person shall discharge, cause to be discharged, or permit to be discharged, either directly or indirectly into the public sewer system, waste or wastewater from any of the following sources unless allowed by the City Manager, or his/her designee:

A. Any wastes or wastewater that does not meet the limitations imposed by Section 13.24 of the Code of Ordinances.

B. Any stormwater, groundwater, rainwater, street drainage, subsurface drainage, or yard drainage;

C. Any unpolluted water, including , but not limited to, cooling water, process water or blow-down water from cooling towers or evaporative coolers;

D. Any wastes or wastewater, or any object, material, or other substance directly into a manhole or other opening into the sewer facilities other than wastes or wastewater through an approved service connection.

E. Any holding tank waste, provided, that such waste may be placed into facilities designed to receive such wastes and approved by the City Manager, or his/her designee.

Section 13.20.060 Sewer System Maintenance

A. For properties with gravity wastewater service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the sewer system in the building and the service lateral between the building and the point of connection into the public sewer main.

B. For properties with low pressure service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the

sewer system in the building and the service lateral, lift station (grinder pump) and force main between the building and the point of connection into the public sewer main.

C. When, as a part of sewer system testing, the City identifies a flaw in a private service lateral or force main where a repair is necessary to prevent infiltration or inflow, the property owner and utility customer shall be responsible to cause the repairs to be made within one (1) year of the date of notification by the City.

D. If repairs are not complete within one year of notification by the City, City may engage the services of a contractor to make the necessary repairs with the costs for such repairs to be paid by the City and subsequently charged to property owner and utility customer.

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Public Hearing and **First Reading** of an **Ordinance** on a request to **rezone** an approximately **0.93-acre** tract of land out of the Antonio Flores Survey, Abstract No. 235, generally located at **1535 FM 971**, **from** the **Agriculture (AG) to Local Commercial (C-1)** zoning district -- Andreina Davila- Quintero, Current Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting to rezone the property to the C-1, Local Commercial District, to allow the development of a facility to house a martial arts studio and an after school program.

Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets all the criteria established in UDC Section 3.060.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code (UDC), all property owners within 200 feet of the subject property were notified of the request (6 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. As of the publication date of this report, staff has received no written comments in favor or in opposition of the request.

P&Z Action:

At the P&Z Commission meeting on April 2, 2019 the Commission recommended approval of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Ethan Harwell, Planner

ATTACHMENTS:

2019-2-REZ Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 – Design and development standards of the C-1 District
Exhibit 5 – Letter of Intent
Ordinance with Exhibits

Planning and Zoning Commission
Planning Department Staff Report

Report Date: March 29, 2019
Case No: 2019-2-REZ
Project Planner: Ethan Harwell, Planner

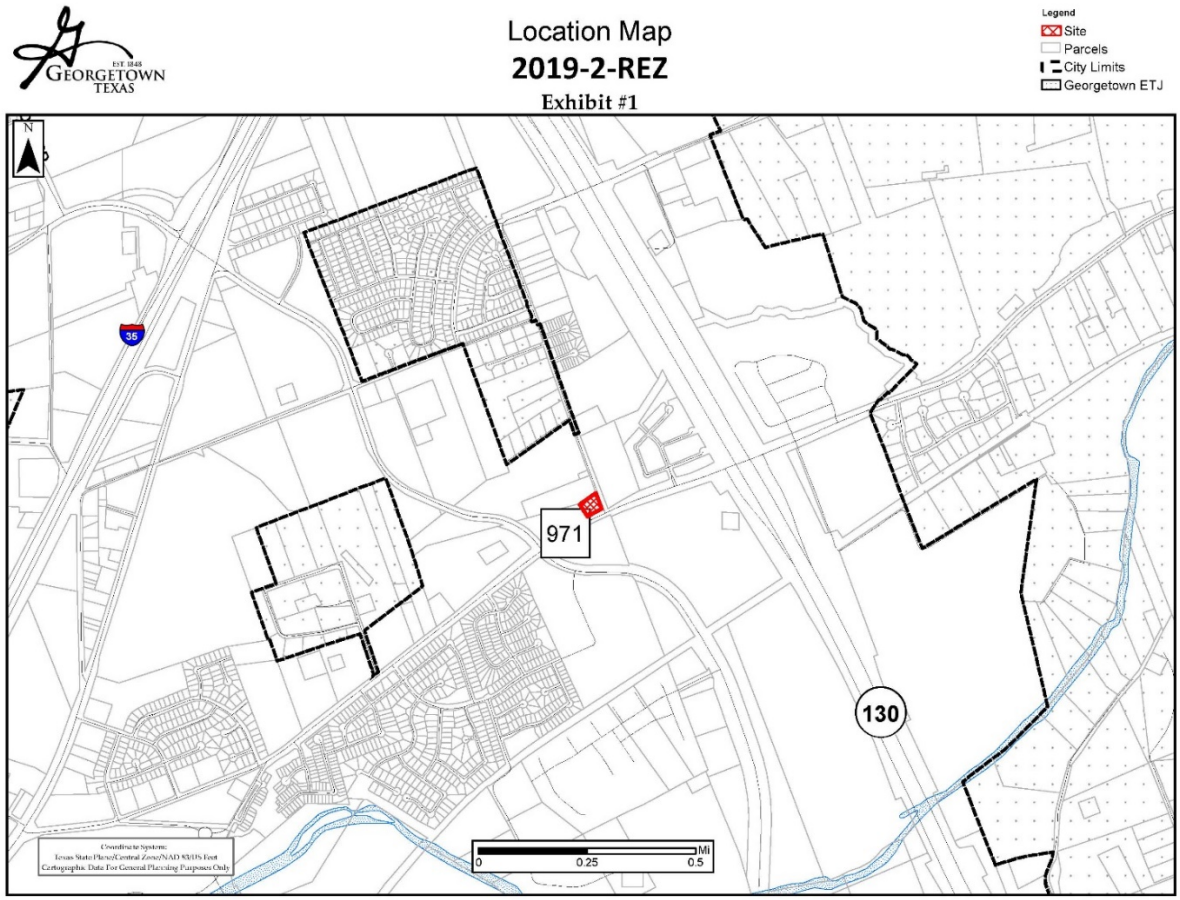
Item Details

Project Name: Soul Fighters Brazilian Jiu-Jitsu and After School Program
Project Location: 1535 FM 971, within City Council district No. 7.
Total Acreage: 0.93 acres
Legal Description: Being .093 of an acre of land, situated in the Antonio Flores Survey, Abstract No. 235.

Applicant: Soul Fighters Brazilian Jiu-Jitsu and After School Program, c/o Luiz Henrique da Gama Gueiros
Property Owner: Luiz Henrique da Gama Gueiros

Request: Zoning Map Amendment to rezone the subject property from **AG, Agriculture** to **C-1, Local Commercial.**

Case History: This is the first public hearing of this request.



Overview of Applicant's Request

The applicant is requesting to rezone the property to the C-1, Local Commercial District, to allow the development of a facility to house a martial arts studio and an after school program (Exhibit 5, Letter of Intent).

Site Information

Location:
The subject property is located at 1535 FM 971, generally located on the northwest corner of FM 971 (Weir Road) and CR 152, approximately 700 feet east of the NE Inner Loop and FM 971 intersection. Currently, the subject property is not utilized and has two existing structures.

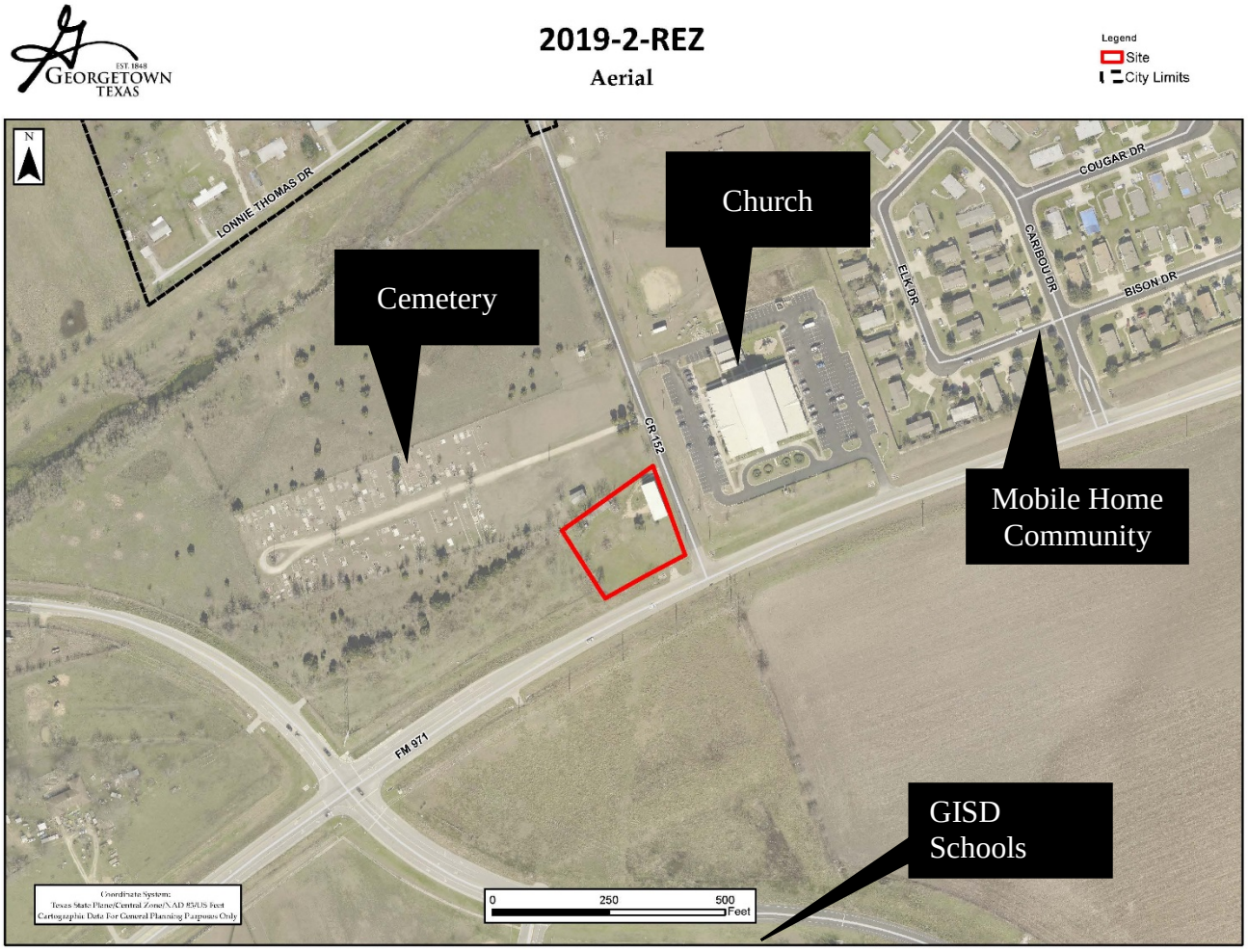
Physical and Natural Features:
The subject property is relatively flat and cleared. There is little to no tree coverage, and it is not within the 100-year floodplain.

Future Land Use and Zoning Designations:
The subject property has a Moderate Density Residential Future Land Use designation and is currently zoned AG, Agriculture. It is also a part of the Scenic-Natural Gateway Overlay District along FM 971.

Surrounding Properties:
The subject property is located in a portion of the City that is still primarily undeveloped. It sits directly between an area designated for institutional uses, where there already an existing elementary and middle school, and an area designated for future high density residential development, to the east, that is undeveloped. Some single-family residential development exists further to the west and north of this site. More single-family residential development is currently under construction further south along NE Inner Loop.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

Direction	Zoning District	Future Land Use	Existing Use
North	AG	Mod. Density Residential	Cemetery
South	RS	Institution / HDR	Undeveloped
East	AG	Mod. Density Residential	Church
West	C-1	Mod. Density Residential	Undeveloped



Property History:
The subject property was annexed into the City Limits in 1998, at which time it was designated its current AG, Agriculture, zoning district.

Comprehensive Plan Guidance

Future Land Use Map:
The Moderate Density Residential category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes). This category may also support complementary non-residential uses along major roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.

Growth Tier:
The subject property is **in Tier 1A – Developed/Redeveloping**. Tier 1A is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities

as indicated on the Future Land Use Map and in the zoning districts.

Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within the City of Georgetown and Pedernales Electric Cooperative (PEC) dual service areas for electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property fronts onto FM 971 and CR 152. The Overall Transportation Plan identifies these streets as a major arterial road and a major collector road, respectively. An expansion of FM 971 is expected to take place by TxDOT. Additionally, based on the frontage along FM 971 and posted speed limit, driveway access will be limited to CR 152.

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

Collector streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system. In this case, CR 152 provides access to FM 971 from the Crystal Knoll neighborhood.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

Proposed Zoning district

The Local Commercial (C-1) district is intended to provide areas for commercial and retail activities that primarily serve residential areas. Uses should have pedestrian access to adjacent and nearby residential areas, but are not appropriate along residential streets or residential collectors. The district is more appropriate along major and minor thoroughfares and corridors.

Permitted uses in this district include, but are not limited to, assisted living, financial centers, food catering services, general retail and office, and library and museums. Other uses such as bar/tavern/pun, car wash, church, and fuel sales are permitted subject to specific design limitations. Certain land uses, including event facilities, event market, and restricted personal services, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-1 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	Complies	The future land use designation of Moderate Density Residential provides for a variety of uses within it. The primary use under that designation is traditional residential uses, but the designation also provides for complementary and supporting non-residential uses such as commercial, civic, or institutional uses at key locations. The subject property is located at the intersection of a major arterial and collector road – a key location for commercial uses to develop. The proposed zoning district, C-1, would allow for this commercial to develop, while serving the surrounding neighborhoods and providing a gateway transition into neighborhoods.
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies	The proposed zone change promotes the safe and orderly development of the City by facilitating a moderately intense use at the intersection of two major thoroughfares that will serve surrounding existing and future residential neighborhoods. This site is

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		well served by transportation infrastructure and will contribute to the aesthetic look of the area by providing a gateway landscaping buffer and buffering to the adjacent cemetery use.
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Complies	The subject property is located in a part of the City experiencing a large amount of redevelopment. In this part of the City we have seen several new single-family and multi-family housing projects. Immediately adjacent to this property there is a moderately intense use, a church, and an undeveloped tract that currently has the same zoning classification that is being requested for this property. In the area, there is a middle school and an elementary school, as well as existing and planned residential neighborhoods. The proposed zone change is compatible with the character that is being developed for the area.
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies	The subject property has no natural features that would limit development, permitted under this proposed zoning, on the site. This1-acre property will be able to accommodate uses permitted within the requested C-1 zoning district

In summary, this request meets the criteria for a rezoning in several ways. The proposed zoning district would provide for uses that complement the neighboring uses, in a way that is still sensitive to the existing character of the area, by providing a gateway and transition off of the major arterial road into the surrounding neighborhoods. The subject property's location at the intersection of a major collector and major arterial would also be appropriate for the proposed zoning district.

Meetings Schedule

April 2, 2019 – Planning and Zoning Commission
April 23, 2019 – City Council First Reading of the Ordinance
May 14, 2019 – City Council Second Reading of the Ordinance

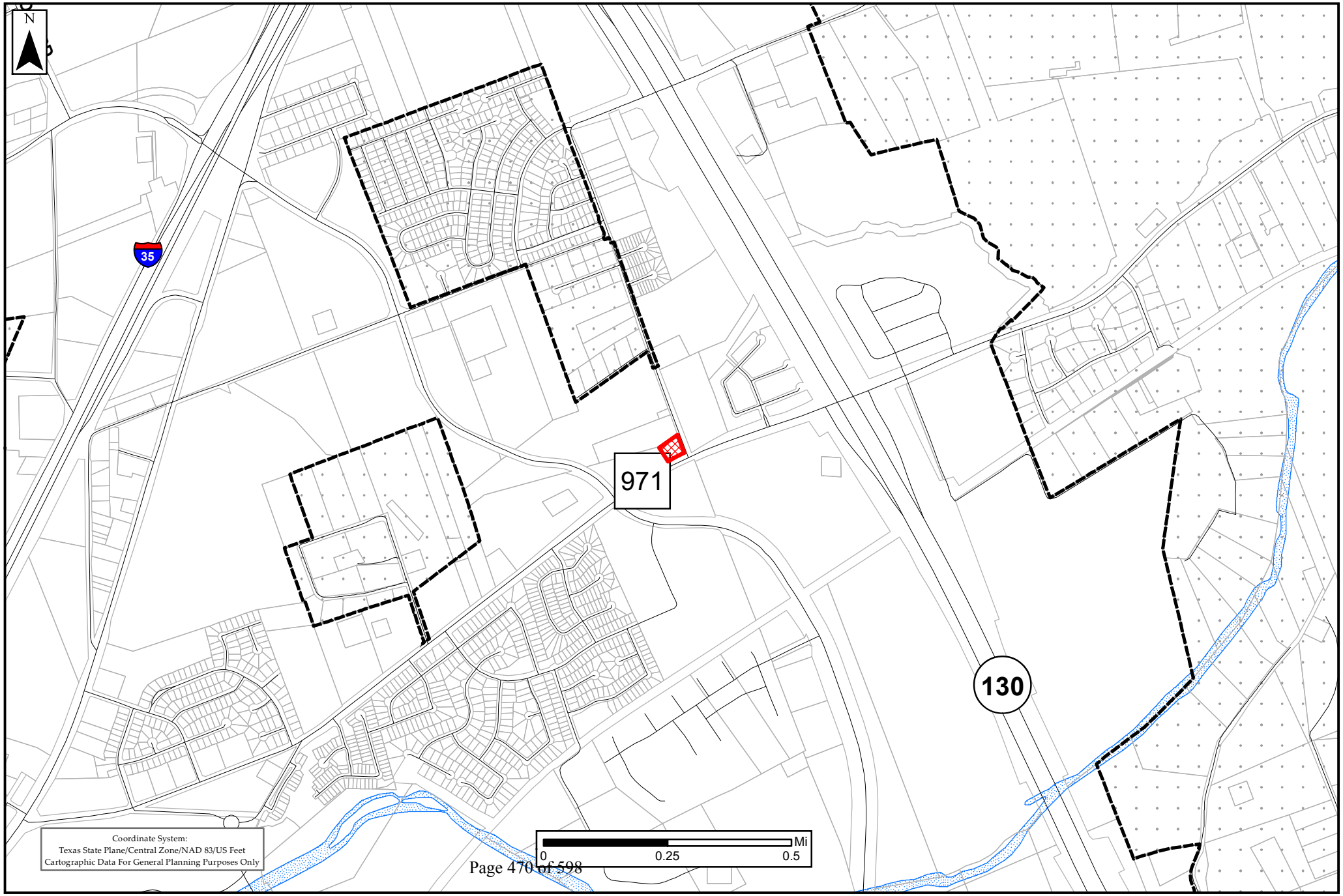
Public Notification

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (6 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. To date, staff has received no written comments in favor or in opposition to the request.

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the Local Commercial (C-1) district
Exhibit 5 – Letter of Intent

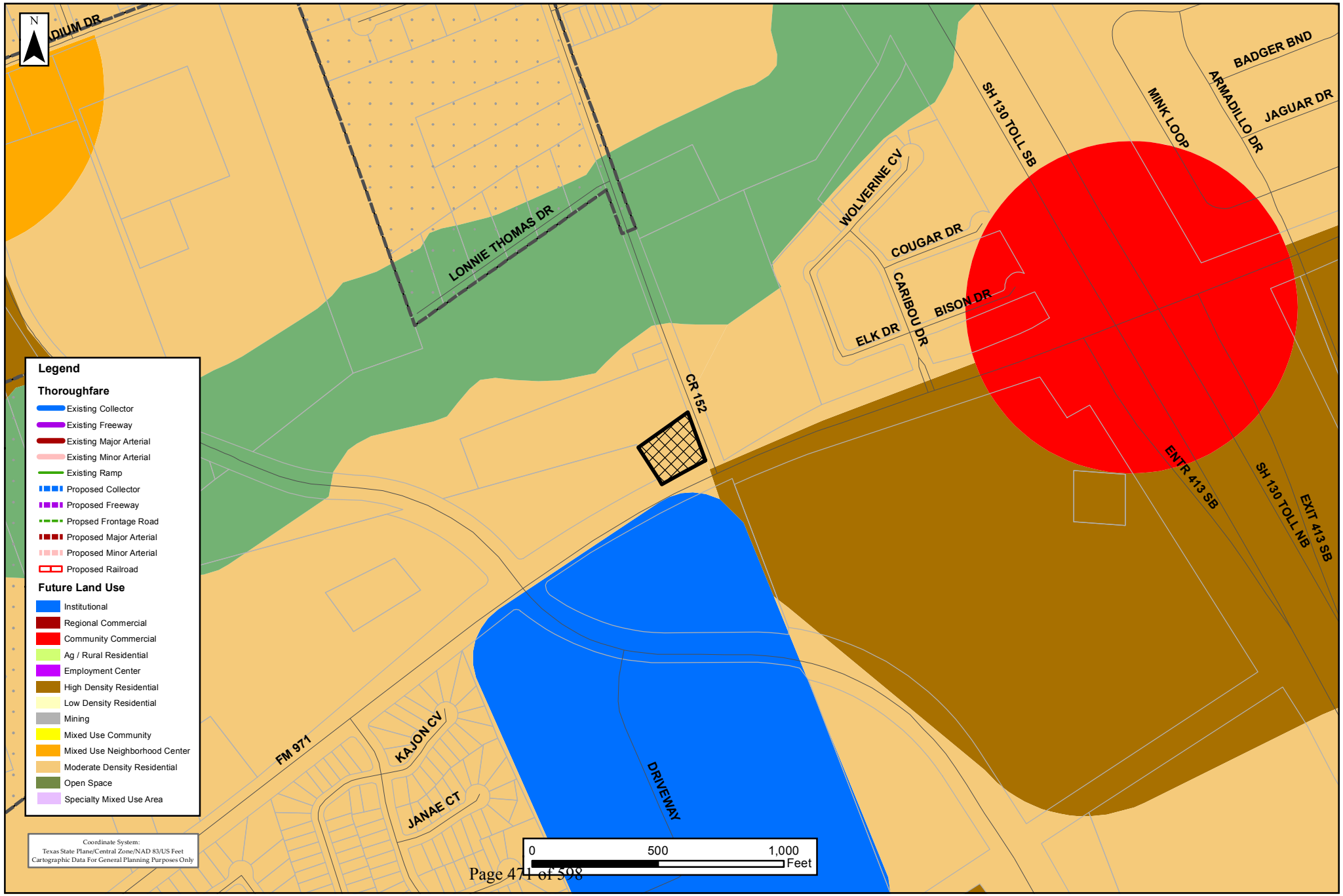
Location Map
2019-2-REZ
Exhibit #1



Future Land Use / Overall Transportation Plan

2019-2-REZ

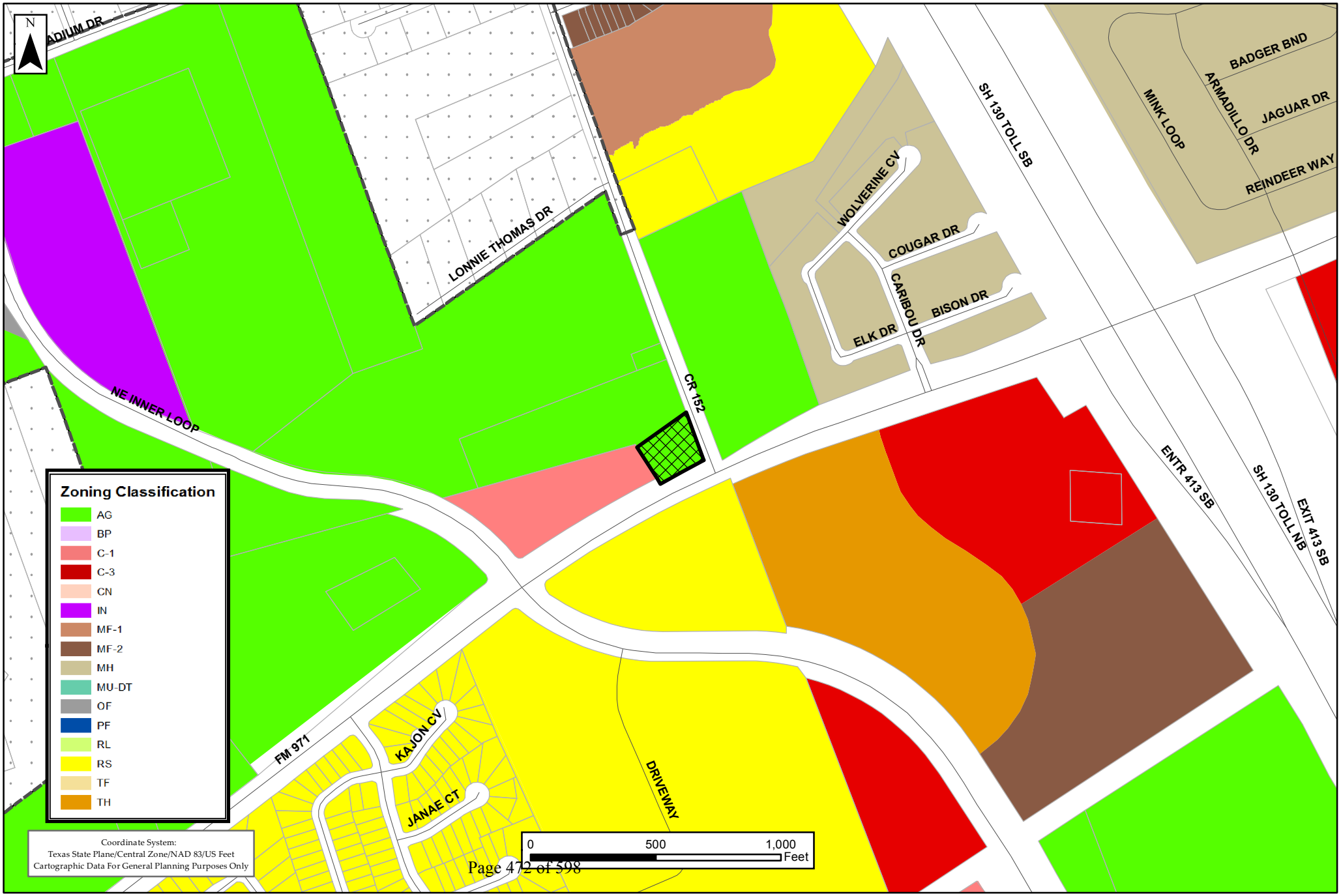
Exhibit #2



Zoning Information

2019-2-REZ

Exhibit #3



Local Commercial (C-1) District

District Development Standards		
Minimum Lot Width = 50 feet	Front Setback = 25 feet	Bufferyard = 15 feet with plantings
Maximum Building Height = 35 feet	(0 feet for build-to option)	adjacent to AG, RE, RL, RS, TF, MH,
Maximum Building Size = .5 FAR	Side Setback = 10 feet	MF-1, or MF-2 districts
(only applies to those uses	Side Setback to Residential = 15 feet	
marked with * below)	Rear Setback = 0 feet	
	Rear Setback to Residential = 25 feet	

Specific Uses Allowed within the District		
Allowed by Right	**Subject to Limitations**	**Special Use Permit (SUP) Required**
Agricultural Sales*	Activity Center (youth/senior)	Event Facility
Artisan Studio/Gallery*	Bar/Tavern/Pub	Meat Market
Assisted Living	Bed and Breakfast (with events)	Multifamily Attached
Automotive Parts Sales (indoor)*	Business/Trade School	Personal Services Restricted
Banking/Financial Services*	Car Wash	Private Transport Dispatch Facility
Blood/Plasma Center*	Church (with columbarium)	Student Housing
Consumer Repair*	College/University	
Dry Cleaning Service*	Commercial Recreation	
Emergency Services Station	Community Center	
Farmer's Market*	Dance Hall/Night Club	
Fitness Center*	Day Care (group/commercial)	
Food Catering Services*	Fuel Sales	
Funeral Home*	Live Music/Entertainment	
General Retail*	Micro Brewery/Winery	
General Office*	Neighborhood Amenity Center	
Government/Postal Office	Park (neighborhood/regional)	
Group Home (7+ residents)	Pest Control/Janitorial Services *	
Home Health Care Services*	Self-Storage (indoor only)	
Hospital	School (Elementary, Middle, High)	
Hotel/Inn (excluding extended stay)	Theater (movie/live)	
Integrated Office Center*	Upper-story Residential	
Landscape/Garden Sales*	Wireless Transmission Facility (<41')	
Laundromat*		
Library/Museum		
Medical Diagnostic Center*		
Medical Office/Clinic/Complex*		
Membership Club/Lodge*		
Nature Preserve/Community Garden		
Nursing/Convalescent/Hospice		
Parking Lot (commercial/park-n-ride)		
Personal Services*		
Printing/Mailing/Copying Services*		
Restaurant (general/drive-through)*		
Rooming/Boarding House		
Social Service Facility		
Surgery/Post Surgery Recovery*		
Urgent Care Facility*		
Utilities (Minor/Intermediate/Major)		
Veterinary Clinic (indoor only)*		

Letter of Intent

1- Zoning District

The property today is zoned as agriculture location and we want to change it to commercial, in the meeting where a pre-analysis was done in which the category would be better fitted, it was decided that the zoning in local commerce would be the most adequate. Pos as a martial art school with After School program.

2- Comprehensive Plan page 3.69

The property is located in a residential area with two nearby colleges, our business plan is based on a after school martial arts program. Where it would help the community by teaching self-defense, physical and mental education and discipline, improve the physical quality of residents and help parents with the education of their children. With this service we will raise the quality of life for the community by using the physical activity of martial arts, by doing so, we will combat obesity and the sedentarism. In addition, we will offer personal defense classes to police officers and first responders, so they may have more knowledge for a non-lethal form of protection.

3- Location

The property is located at an intersection of a main road FM971 and a secondary road 152. The entrance and exit of vehicles will be done by the secondary path 152, thus not interfering with the main road, FM971.

4- Water and sewage

The property today already has a water supply but does not have sewage. We will contact an engineering company to carry out a project for the supply of sewage to the land.

5- Existing building

The property has a building that will have a tatami mat room where it will host the Brazilian Jiu-Jitsu martial art classes and an additional room to host the study hall for the After School program. Located next to the old building, an annex will be built, where there will be bathrooms and offices to better serve the community.

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.93 acres out of the Antonio Flores Survey, Abstract No. 235, located at 2535 FM 971, from the Agriculture (AG) zoning district to the Local Commercial (C-1) zoning district to be known as Soul Fighters Brazilian Jiu-Jitsu and After School Program; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

0.93 acres out of the Antonio Flores Survey, Abstract No. 235, of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 2, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on April 23, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture District (AG) to the Local Commercial District (C-1), in accordance with the attached ***Exhibit A*** (Location Map) and ***Exhibit B*** (Legal Description) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 23rd day of April, 2019.

APPROVED AND ADOPTED on Second Reading on the 14th day of May, 2019.

THE CITY OF GEORGETOWN:

_____
Dale Ross
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

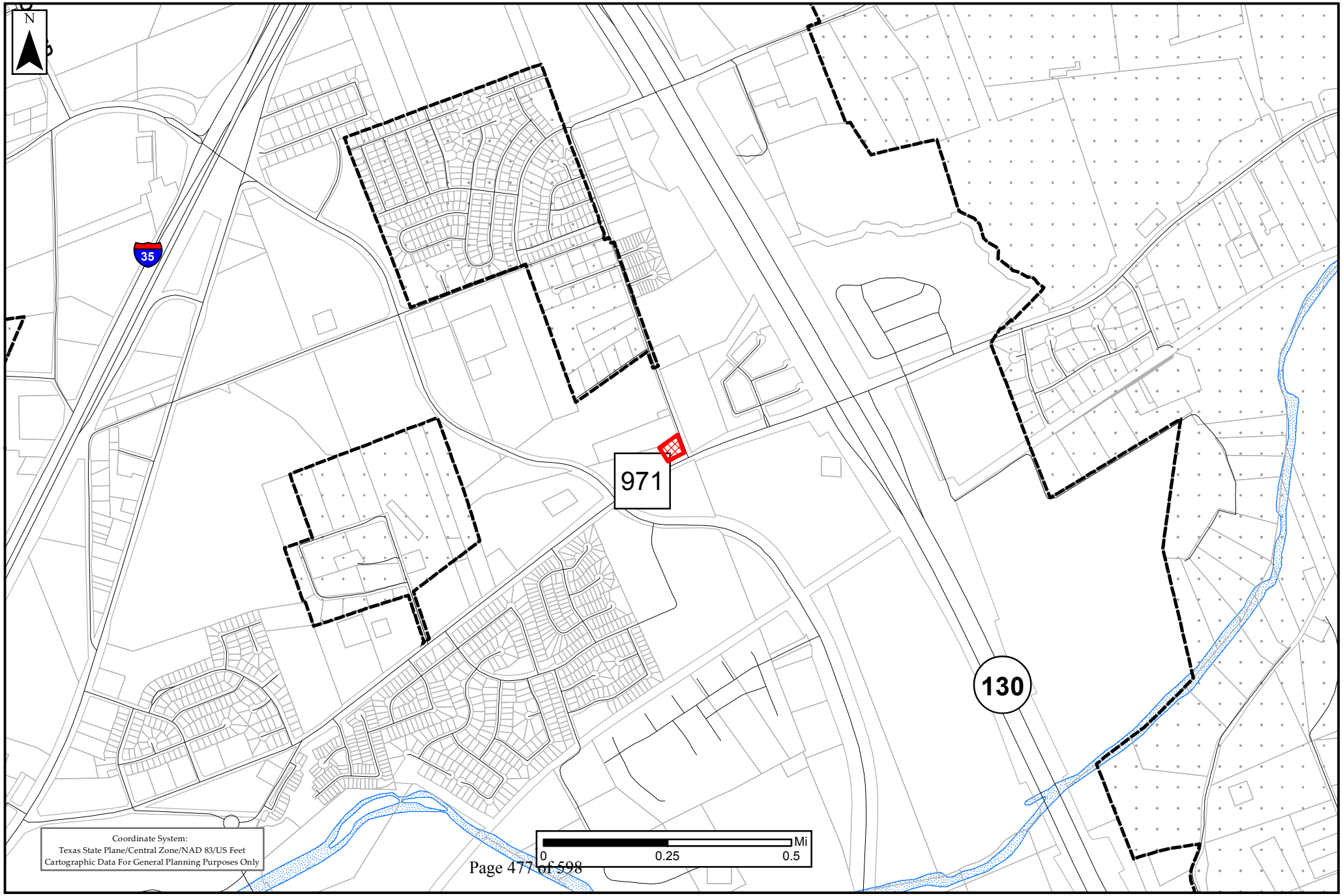
APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney

Location Map

2019-2-REZ

Exhibit A



FIELD NOTES FOR RANDALL CORY YOUNG

BEING 0.93 of an acre of land, situated in the Antonio Flores Survey, Abstract No. 235, in Williamson County, Texas, said land being that certain tract of land, called 0.93 of an acre, as conveyed to Ronald Creek and Nancy Creek by deed as recorded in Volume 949, Page 78, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of October, 1995, under the supervision of Charles H. Steger, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found at a fence corner marking the Northwest corner of the above-referenced Creek tract, being the Northeast corner of that certain Tract No. 3, called 3.8 acres, as conveyed to James L. Perkins and wife, Peggy Walker Perkins, by deed as recorded in Volume 484, Page 153, of the Deed Records of Williamson County, Texas, being a southwesterly corner of that certain tract of land, called 5 acres, as conveyed to Georgetown Memorial Cemetery Association by deed as recorded in Volume 524, Page 47, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, N 55° 18' E, 240.57 feet to an iron pin found on the west line of County Road No. 152, marking the Northeast corner of the said Creek tract, being the Southeast corner of the said Georgetown Memorial Cemetery Association tract, for the Northeast corner hereof;

THENCE, along the said west line of County Road No. 152, S 18° 58' 30" E, 206.20 feet to an iron pin set at the intersection of the said west line of County Road No. 152, and the north line of Farm to Market Highway No. 971, for the Southeast corner of the said Creek tract, for the Southeast corner hereof;

THENCE, along the said north line of F.M. No. 971, along a curve to the left, (Radius = 3,859.83 feet, Long Chord bears S 62° 42' 30" W, 196.39 feet), an arc distance of 196.41 feet to an iron pin found marking the Southwest corner of the said Creek tract, being the Southeast corner of the said Perkins tract, for the Southwest corner hereof;

THENCE, N 31° 22' 30" W, 173.45 feet to the Place of BEGINNING and containing 0.93 of an acre of land.

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON {

I, Charles H. Steger, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 26th day of October, 1995, A. D.

Charles H. Steger
Registered Professional Land Surveyor, No. 2468
State of Texas

17769fn

STATE OF TEXAS
REGISTERED
CHARLES H. STEGER
1993
PROFESSIONAL
LAND SURVEYOR

Steger & Bizzell Engineering, Inc.
Consulting Engineers Surveyors
P. O. Box 1084 Georgetown, Texas 78627

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Public Hearing and **First Reading** of an **Ordinance** on a **request** to **rezone** an approximately **12.0849-acre** tract of land consisting of Lot 2, Dream Acres subdivision, generally located at **661 FM 971**, **from** the **Agriculture (AG) to Low Density Multi-Family (MF-1) zoning district** -- Andreina Davila- Quintero, Current Planning Manager

ITEM SUMMARY:

Overview of the Applicant's Request

The applicant is requesting the Low Density Multi-Family (MF-1) district.

Staff Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with four (4) of the five (5) criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached staff report.

Public Comments:

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property were notified of the Zoning Map Amendment request (39 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. To date, staff has received one (1) written comment in opposition of the request.

Planning & Zoning Commission (P&Z) Action:

At their meeting in April 2, 2019, the P&Z recommended approval of the request (7-0).

FINANCIAL IMPACT:

None. The applicant has paid all required fees.

SUBMITTED BY:

Chelsea Irby, Senior Planner

ATTACHMENTS:

Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - MF-1 Standards and Permitted Uses
Exhibit 5 - Letter of Intent
Public Comments
Ordinance and Exhibits

Planning and Zoning Commission
Planning Department Staff Report

Report Date: March 29, 2019
Case No: 2019-3-REZ
Project Planner: Chelsea Irby, Senior Planner

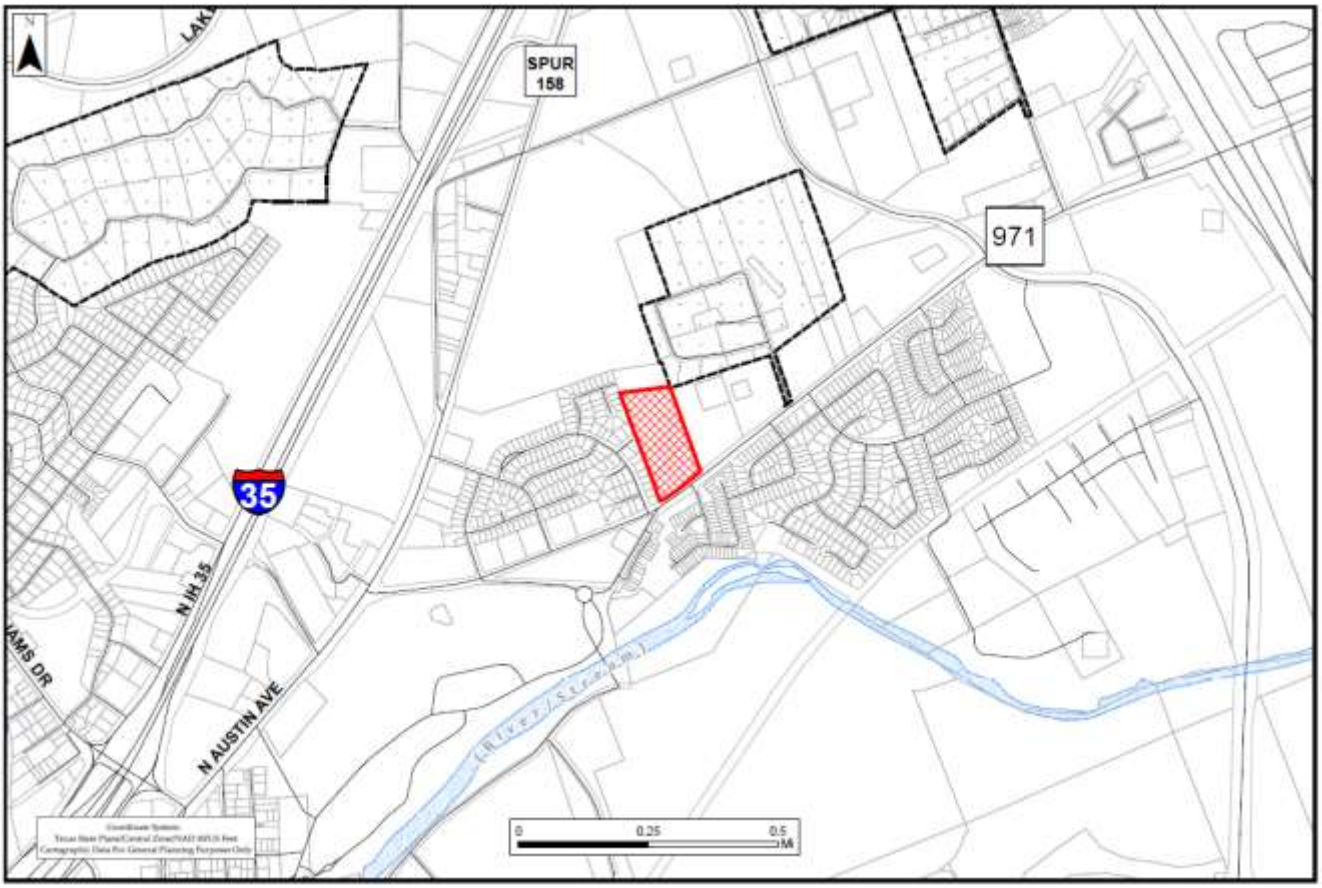
Item Details

Project Name: Ramsey Tract
Project Location: 661 FM 971, within City Council district No. 6.
Total Acreage: 12.08
Legal Description: Lot 2 of Dream Acres Subdivision

Applicant: Haynie Consulting c/o Tim Haynie
Property Owner: Grand Endeavor Homes c/o Jimmy Jacobs

Request: Zoning Map Amendment to rezone the subject property from **Agriculture (AG)** to **Low Density Multi-Family (MF-1)**

Case History: This is the first public hearing of this request.



Location Map

Overview of Applicant's Request

The applicant is requesting the Low Density Multi-Family (MF-1) zoning district. See ***Exhibit 5*** for the applicant's letter of intent.

Site Information

Location:
The subject property is on the north side of FM 971, approximately 3,000' east of the intersection of FM 971 and Austin Avenue.

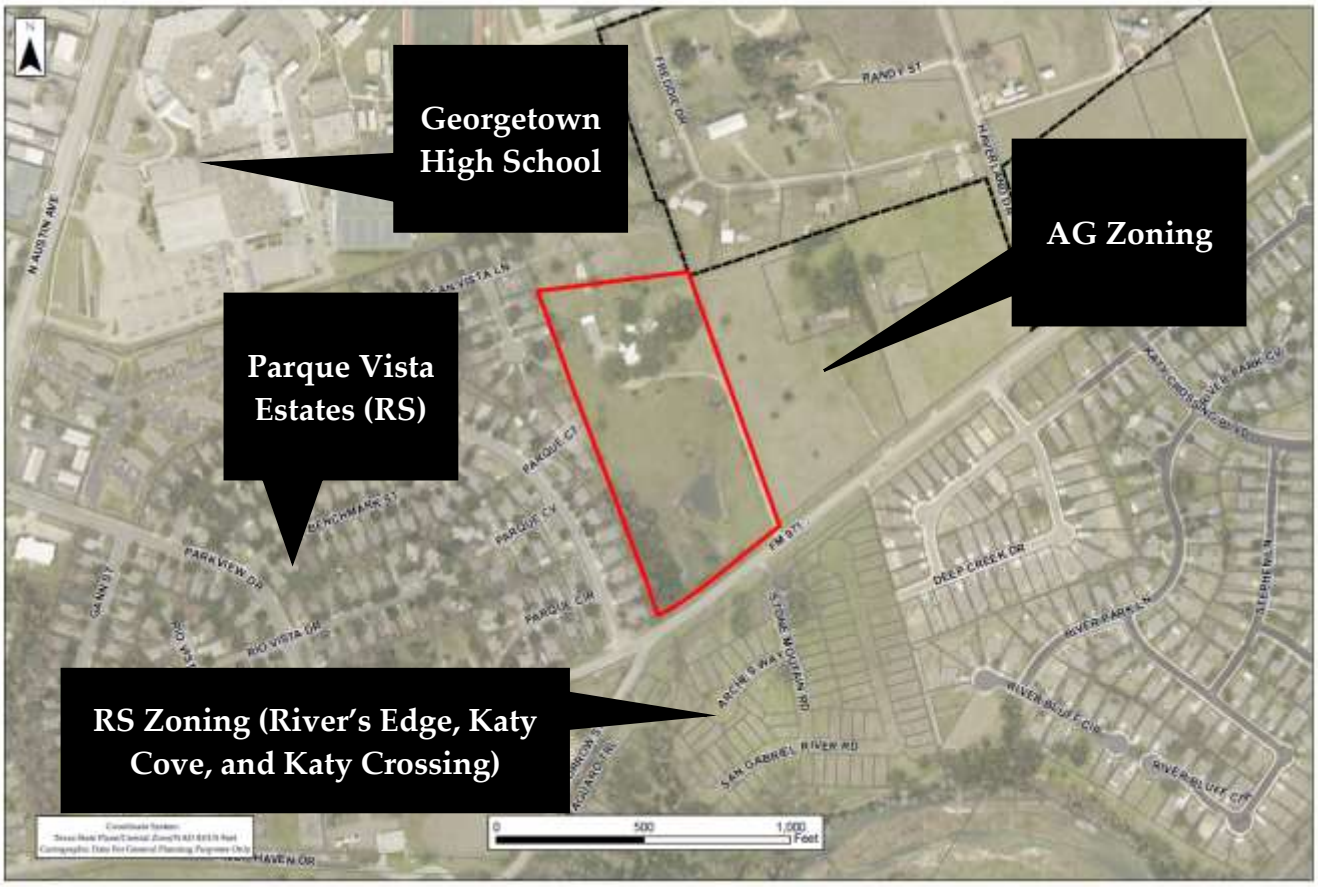
Physical and Natural Features:
The subject property is generally flat. There are pockets of tree cover on the northeast and southwest portions of the property. The southwest portion of the subject property is also encumbered by a major drainage easement. This property is currently used as residential with one single-family structure.

Future Land Use and Zoning Designations:
The subject property has a Future Land Use designation of Moderate Density Residential. The current zoning is Agriculture (AG).

Surrounding Properties:
The surrounding properties are primarily residential, with Georgetown High School to the north along N Austin Ave. Parque Vista Estates is to the west. River's Edge, Katy Cove, and Katy Crossing residential subdivisions are across FM 971 to the south and east. San Gabriel Park is also located in proximity to the subject property at the intersection of FM 971 and N Austin Ave.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Agriculture (AG)	Moderate Density Residential	Residential
South	Residential Single-Family (RS)		
East	Agriculture (AG)		
West	Residential Single-Family (RS) and Two-Family (TF)		



Aerial Map

Property History:
The subject property was annexed in 1998, at which time it was designated its current Agriculture (AG) zoning district. This property received a Subdivision Variance from the Planning and Zoning Commission (P&Z) in January 2019 to allow one point of access for no more than 89 units.

Comprehensive Plan Guidance

Future Land Use Map:
The *Moderate Density Residential* category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes). This category may also support complementary non-residential uses along major roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.

Growth Tier:
The subject property is within Growth Tier 1A. Tier 1A is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the

Future Land Use Map and in the zoning districts.

Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within a dual service zone (Pedernales Electric Cooperative and City of Georgetown) for electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property is located along FM 971, which is Major Arterial roadway in the City's Overall Transportation Plan. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

Proposed Zoning district

The Low Density Multi-family District (MF-1) is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre. The MF-1 District is appropriate in areas designated on the Future Land Use Plan as High Density Residential or one of the Mixed-Use categories, and may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

Permitted uses in this district include, but are not limited to, attached and detached multi-family, group homes (7-15 residents), and rooming/boarding houses. Other uses such as day care facilities, churches, neighborhood amenity center and schools, among others are permitted subject to specific design limitations. Certain land uses, including assisted living, group homes (16+ residents) and halfway houses, require a Special Use Permit (SUP). ***Exhibit 4*** contains a comprehensive list of MF-1 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it **complies with four (4) of the five (5)** criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**	The MF-1 District is appropriate in areas designated on the Future Land Use Plan as High Density Residential or one of the Mixed-Use categories, and may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Based on the property's location on a Major Arterial roadway, the applicant's request complies with the Comprehensive Plan.
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**	The requested zoning district promotes orderly development because of the property's location. While the area is primarily single-family residential, the property is located on a Major Arterial roadway, between Austin Avenue and NE Inner Loop. Higher densities are more appropriate along major roadways.
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Partially Complies**	While MF-1 could provide a detached product similar in character and density to the surrounding residential neighborhoods, it allows attached dwelling units that may be developed with no more than 12 units in a single building. Generally, the allowed density would not fit with the current

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		character of the area, which is developed at approximately six dwelling units/acre. However, the Comprehensive Plan supports multi-family adjacent to single-family has a transitional use.
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**	The subject property is an approximately 12-acre property and thus has the acreage to support the lot dimensions and development types allowed by the MF-1 district, which requires a minimum of 12,000 square feet lot area.

While the requested Low Density Multi-Family (MF-1) district allows uses that are out of character with the surrounding existing uses, staff finds that the MF-1 district is generally appropriate based on the land area, proximity to major roadways, and conformance with the Future Land Use Plan.

Meetings Schedule

4/2/2019 – Planning and Zoning Commission
4/23/2019 – City Council First Reading of the Ordinance
5/14/2019 – City Council Second Reading of the Ordinance

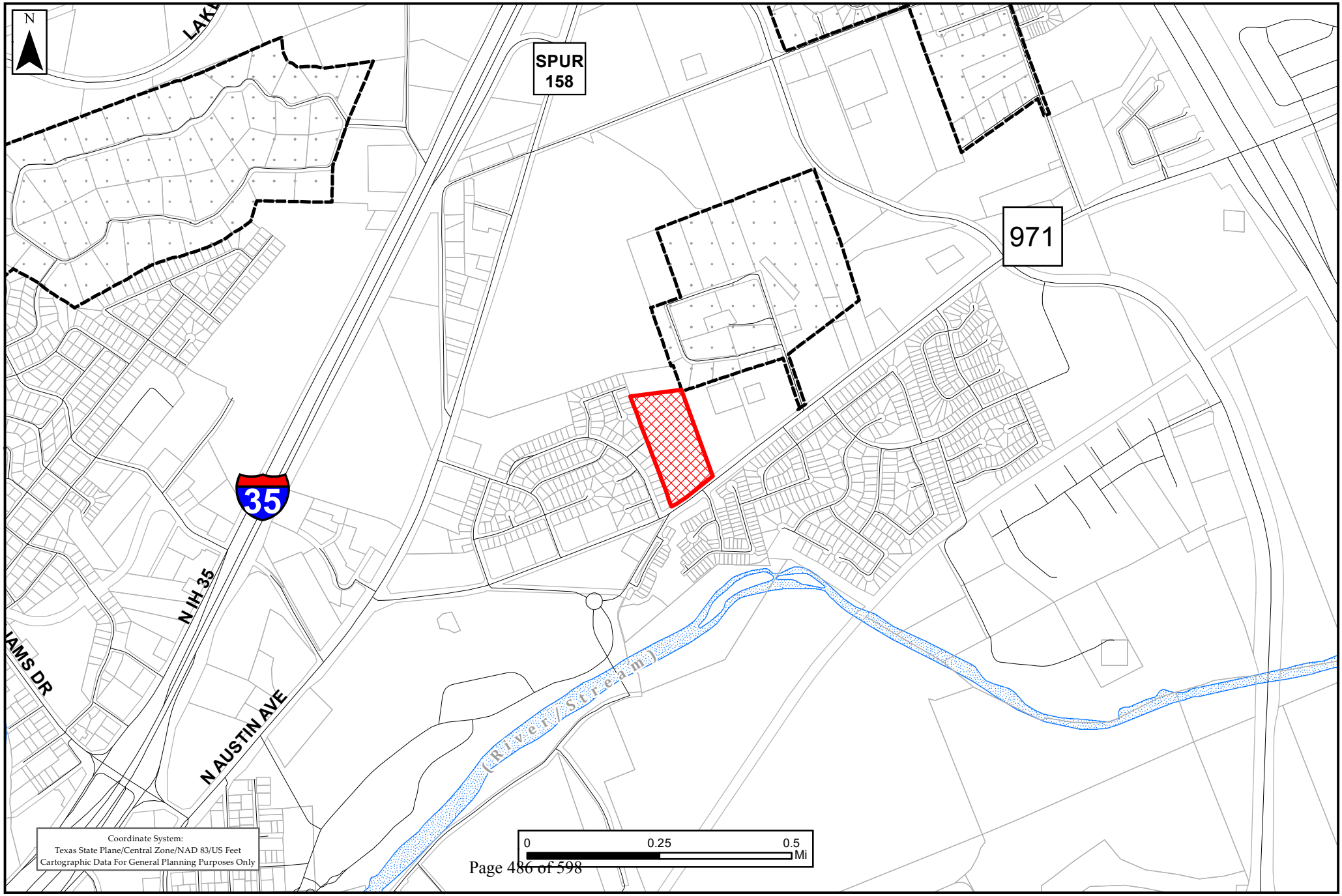
Public Notification

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property were notified of the Zoning Map Amendment request (39 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments.

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the MF-1 district
Exhibit 5 – Letter of Intent

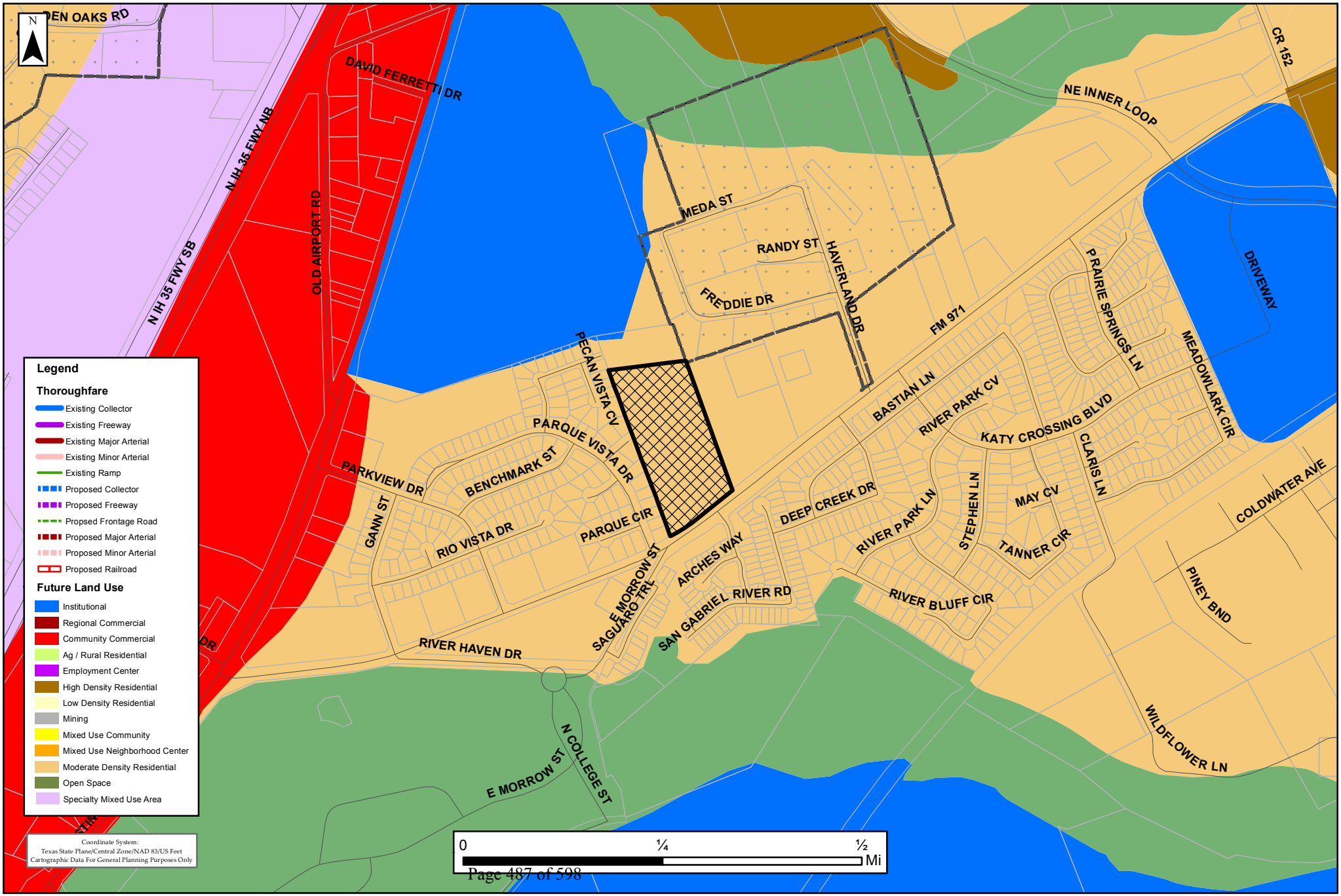
Location Map
2019-3-REZ
Exhibit #1



Future Land Use / Overall Transportation Plan

2019-3-REZ

Exhibit #2



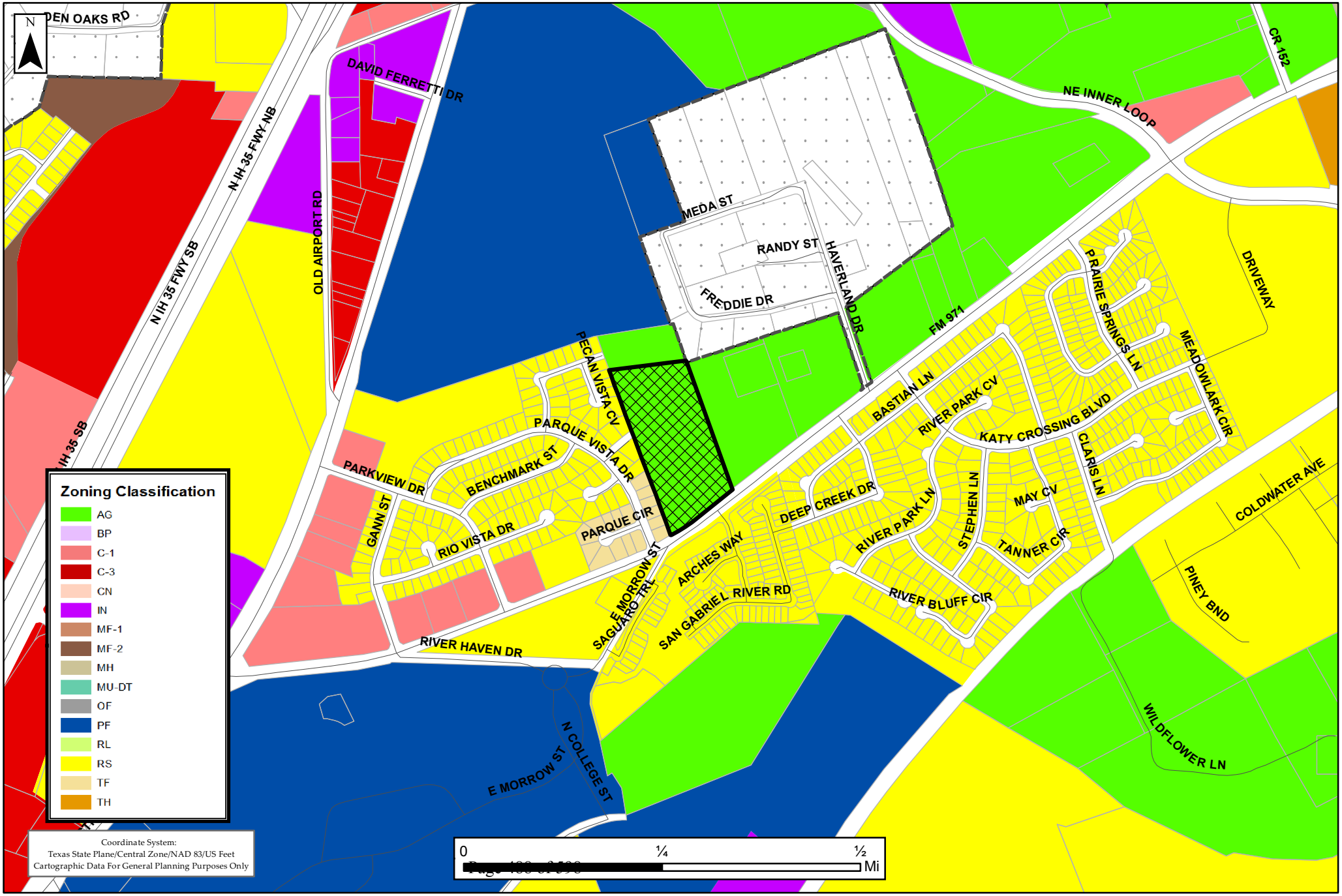
Zoning Information

2019-3-REZ

Exhibit #3

EST. 1848
GEORGETOWN
TEXAS

Legend
- Site
- Parcels
- City Limits
- Georgetown ETJ



Low Density Multifamily (MF-1) District

District Development Standards		
Maximum Density = 14 units/acre	Front Setback = 20 feet	Bufferyard = 15 feet with plantings
Maximum Building Height = 35 feet	Side Setback = 10 feet	adjacent to RE, RL, RS,TF, or MH
Maximum Units per Building = 12	Side Setback to Residential = 20 feet	districts; 10 feet with plantings
	Rear Setback = 10 feet	adjacent to residences in AG
Lot size = 12,000 sq.ft.	Rear Setback to Residential = 20 feet	
Lot width minimum = 50 feet	Side/Rear Street Setback = 15 feet	
	Unloaded Street Setback = 20 feet	

Specific Uses Allowed within the District		
Allowed by Right	**Subject to Limitations**	**Special Use Permit (SUP) Required**
Group Home (7-15 residents)	Church (with columbarium)	Activity Center (youth/senior)
Multifamily Attached	Day Care (family/group/commercial)	Assisted Living
Multifamily Detached	Golf Course	Bed and Breakfast (with events)
Rooming/Boarding House	Nature Preserve/Community Garden	Emergency Services Station
Utilities (Minor)	Neighborhood Amenity Center	Group Home (16+ residents)
	Park (Neighborhood)	Halfway House
	School (Elementary)	Nursing/Convalescent Home
	Utilities (Intermediate)	Orphanage
	Wireless Transmission Facility (<41')	School (Middle)
		Student Housing

Andriena Avala, Senior Planner
City of Georgetown
46 W. 8th Street
Georgetown, Texas 78627

January 30, 2019

RE: Parkside Crossing
Letter of Intent for Rezoning

Dear Ms. Avala,

The following detail information is provided:

1. Existing Zoning – SF

2. Proposed Zoning – MF-1

3. No PUD.

4. Future land use – MF - Low density multi-family

5. Justification for request: The re-zoning to MF-1 of the property will be a good transition between SF on the west and possible Commercial or MF on the east side of the property.

6.a. Roads and Access- This tract will be single access to FM 971, which is on the south end of the tract, and there will be an emergency access drive for FM 971 per Fire Department.
   b. We will connect to the existing water line at the end of Parque Court and connect to the waterline in FM 971.
   c. Wastewater service will be available in the FM 971 right-of-way just west at the intersection of Parque Vista Drive.
   d. Electric will be from FM 971 and possibly Parque Court.

7. One existing structure will be removed.

Should you have any questions or need additional information, please feel free to contact me at 512-837-2446, ext 208 or 512-784-6670.

Sincerely,
Haynie Consulting, Inc.
Texas Registered Engineering Firm # F-2411
Texas Licensed Surveying Firm # 10025000

Timothy E. Haynie, President
Professional Engineer (Civil) License No. 36982
Registered Professional Land Surveyor, License No. 2380

V:\carrie\2019-cer\Letters\01-30-19 aa -parkside crossing letter of intent.docx

1010 Provident Lane • Round Rock, TX 78664 • Phone (512) 837-2446 • Fax 837-9463

EST. 1848
GEORGETOWN
TEXAS

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments From Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 661 FM 971

Project Case Number: 2019-3-REZ P&Z Date: April 2, 2019 Case Manager: Chelsea Irby

Name of Respondent: BARBARA LARRABEE
(Please print name)

Signature of Respondent: Barbara Larrabee
(Signature required for protest)

Address of Respondent: 107 Pecan Vista Cove, Georgetown, TX 78626
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

See attached.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

REZONING

Thank you Commissioners Brashear, Albright, Bargainer, McCord, McMichael, Newman, Patterson, Perthuis and Stewart for this opportunity to address concerns about potential Multifamily rezoning of the Ramsey Tract, which is presently zoned as agricultural with two single family residences on site.

I live at 107 Pecan Vista Cove, which is at the northwest property line of the Ramsey Tract to the Parkview Estates subdivision.

Of the 5 UCD criteria for zoning amendment, the proposed Multifamily rezoning is not similar in character or density to the current Residential Single Family homes located to the south including River's Edge, Katy Cove and Katy Crossing or to the single family homes to the west at Parkview Estates. Nor is Multifamily similar in character to the east or north agricultural zones which also include Single Family homes.

At present the Ramsey Tract has 2 outlets, one to FM 971 and the other onto Pecan Vista Lane through Parkview Estates.

Farm to market 971 is 2 lanes. According to physical engineer Mr. Bobby Ramthun at TxDot, there are no immediate plans to expand 971 and make it 4 lane. Apparently, computer modeling showed difficulty with expansion due to the Guadalupe cemetery located on Morrow Street. Adding to the congestion of 971 is the approved project announced by City Manager David Morgan to connect 971 next year to Northwest Boulevard through an overpass over I-35 in order to "make an impact in taking traffic off of Williams Drive" (*Community Impact Newspaper*, 11/15/2017). It's hard to see how a 2-lane road can ease traffic from a 4-lane without further bottlenecking on 971. Traffic will also greatly increase through the Pecan Vista Lane connection to Parkview Estates as 89-200 condo drivers search for a way to work.

I respectfully request the honorable commissioners vote against the proposal for Multifamily rezoning to the City Council based on the added burden of traffic to both 2-lane 971 and the Pecan Vista Lane connection through Parkview Estates.

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 12.08 acres out of the Antonio Flores Survey, Abstract No. 235, also being Lot 2 of the Dream Acres Subdivision, generally located at 661 FM 971., from the Agriculture (AG) zoning district to the Low Density Multi-Family (MF-1) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

12.08 acres out of the Antonio Flores Survey, Abstract No. 235, also being Lot 2 of the Dream Acres Subdivision, as recorded in Cabinet M, Slide 189 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 2, 2019, held the required public hearing and submitted a recommendation of approval (7-0) to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on April 23, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture (AG) to the Low Density Multi-Family (MF-2) zoning district, in accordance with the attached ***Exhibit A*** (Location Map) and ***Exhibit B*** (Legal Description) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 23rd day of April, 2019.

APPROVED AND ADOPTED on Second Reading on the 14th day of May, 2019.

THE CITY OF GEORGETOWN:

_____
Dale Ross
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney

Location Map
2019-3-REZ
Exhibit A

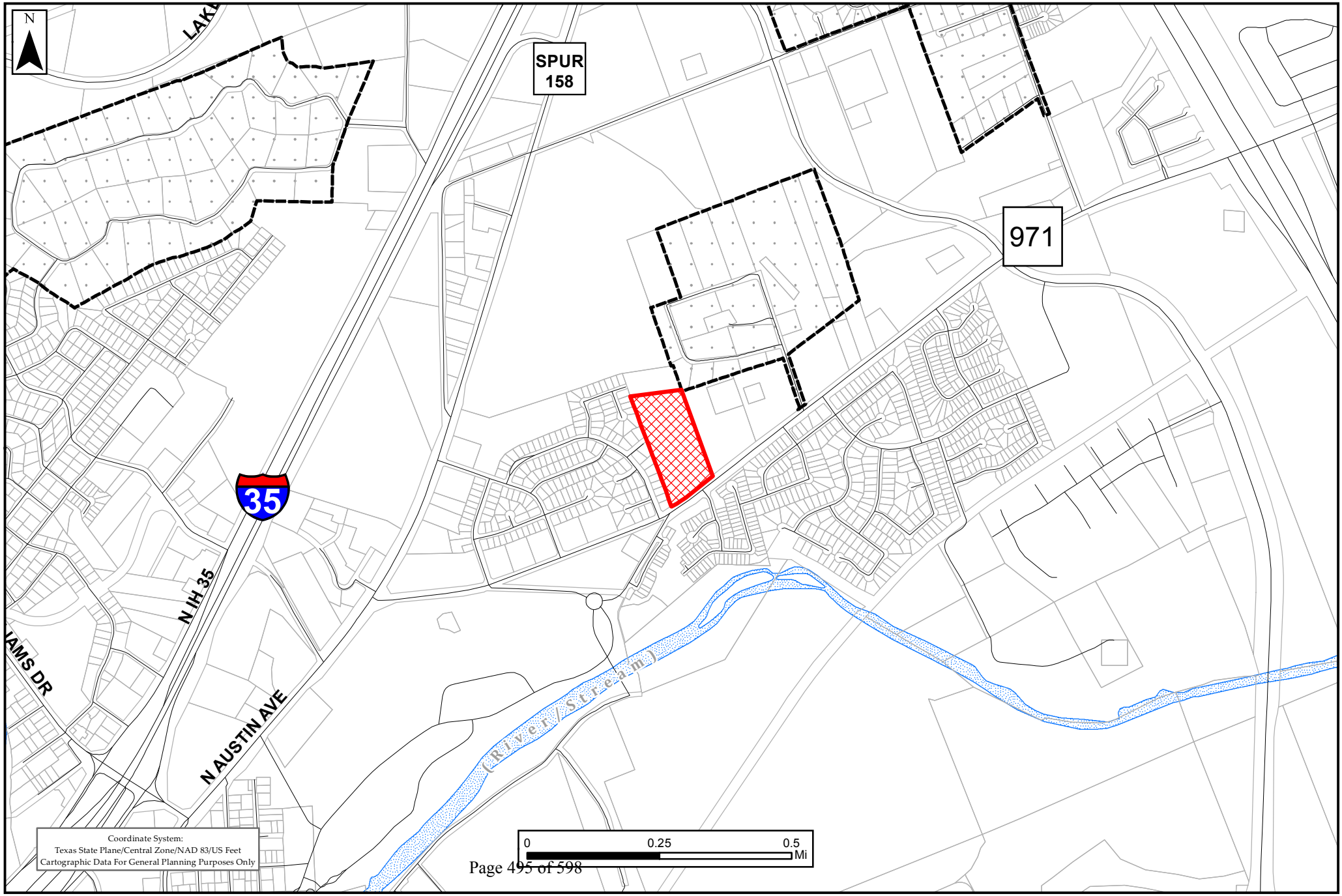
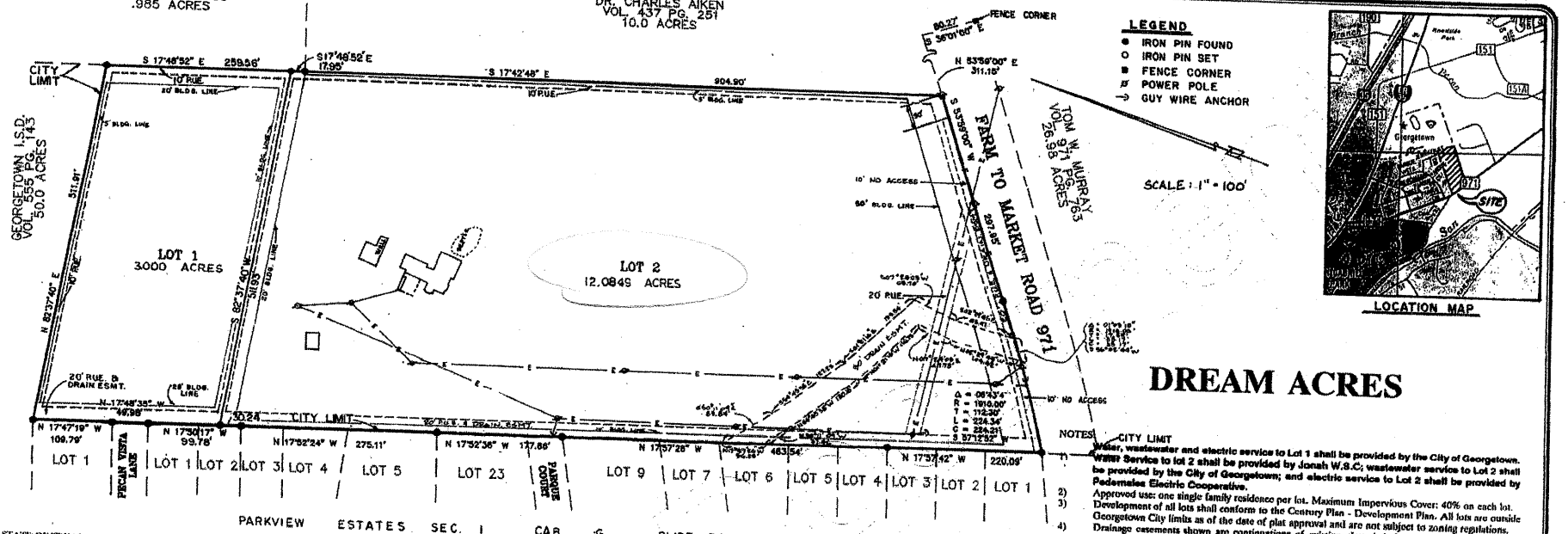


Exhibit B

Cabinet M Slide 188 Doc# 9550755

Doc# 9550755
Pages = 1
Date = 11-09-1995
Time = 08:30:38 A.M.
Filed & Recorded in
Official Records
Of WILLIAMSON County, TX.
CHARLE HAZZELL
COUNTY CLERK
Rec. $ 18.00

DREAM ACRES



PARKVIEW ESTATES SEC. 1

CAB G SLIDE 39-41

STATE OF TEXAS:

COUNTY OF WILLIAMSON: KNOW ALL MEN BY THESE PRESENTS

That We, David and Cathy Ramsey, being the owner of that certain 15.0849 acre tracts of land out of the Antonio Flores Survey Abstract #235 as recorded in Volume 1797, Page 947 and Vol. 1797 Pg. 934 of the Williamson County Deed Records, Williamson County, Texas do hereby subdivide said lots as shown hereon, subject to any easements or restrictions heretofore granted and do hereby dedicate to the public the street and easements shown hereon to be known as DREAM ACRES.

To certify which, witness my hand on this 15 day of August, 1994.

David Ramsey
Route 1, Box 5A
Georgetown, Texas 78626

Cathy Ramsey
Route 1, Box 5A
Georgetown, Texas 78626

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

Before me, the undersigned notary public in and for said County and State, on this day personally appeared David Ramsey, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 15 day of August 1994.

Notary public in and for the State of Texas

LINDA GAIL BULLOCK
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 5-9-97

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

Before me, the undersigned notary public in and for said County and State, on this day personally appeared Cathy Ramsey, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 15 day of August 1994.

Notary public in and for the State of Texas

LINDA GAIL BULLOCK
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 5-9-97

I, Sandra Lee, City Secretary of the City of Georgetown, Texas, do hereby certify that the subdivision, known as DREAM ACRES, has been approved for filing for record according to the minutes of the meeting of the Georgetown City Council on the 23rd day of August, 1994, A.D.

TO CERTIFY WHICH, WITNESS my official hand of the city of Georgetown, Texas.

Sandra Lee, City Secretary
City of Georgetown, Texas

J. Bob Hart, City Manager of the City of Georgetown, Texas, hereby certifies that this subdivision plat conforms to all requirements of the subdivision regulations as to which approval is required.

Date: 9/5/95

Bob Hart, City Manager
City of Georgetown, Texas

Accepted and authorized for record by City Planning and Zoning Commission of the City of Georgetown, Texas.

Date:

John Kuhn, Chairman

Date: 9.6.95

Ed Barry, Acting Secretary

NOTES:

1) CITY LIMIT
Water, wastewater and electric service to Lot 1 shall be provided by the City of Georgetown. Water service to lot 2 shall be provided by Jonah W.S.C.; wastewater service to Lot 2 shall be provided by the City of Georgetown; and electric service to Lot 2 shall be provided by Pedernales Electric Cooperative.
2) Approved use: one single family residence per lot. Maximum Impervious Cover: 40% on each lot.
3) Development of all lots shall conform to the Century Plan - Development Plan. All lots are outside Georgetown City limits as of the date of plat approval and are not subject to zoning regulations.
4) Drainage easements shown are continuations of existing planted drainage easements and existing courses. No fence or structure shall be placed in any drainage easement.
5) This subdivision is located within the Edward Aquifer Recharge Zone. No construction in the subdivision may begin until the Texas Natural Resources Conservation Commission has approved in writing the pollution abatement plan.
6) No structure or land on this plat shall hereafter be located or altered without first submitting a CERTIFICATE OF COMPLIANCE Development Permit (CCDP) Application Form to the Williamson County Flood Plain Administrator. This permit must be completed prior to any construction.
7) There shall be an avigation easement over this subdivision which: a) grants for the use and benefit of the public a continuing easement and right of flight for the passage of aircraft in which air space above the surface of the land over which this easement is obtained, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air space and for landing at, taking off from or operation on the Georgetown Municipal Airport; and b) will limit the height of any structure to no more than the approach slope of the transition slope elevation of the Georgetown Airport as indicated on the plat, with the maximum height of any structure being the difference between the ground elevation and the avigation elevation for any particular location. This subdivision is located beneath the horizontal and control elevation of 939 feet. The maximum height of any structure located in the easement is 219 feet.
8) Century Plan/Development Plan Intensity level: 2. Total number of Lots: 2 Total acres: 15.0849
9) Owner: David and Cathy Ramsey, Rout 1, Box 5A, Georgetown, Texas 78626
10) Surveyor: Herman Crichton, R.P.L.S. 4046, 107 North Lampasas, Round Rock, Texas 78664

Approved for the U.S. Postal Service this 24 day of August 1994 A.D.

Postmaster, Georgetown, Texas

City of Georgetown Certifications

Be it resolved by the City Council of Georgetown, Texas, that David and Cathy Ramsey, owner of the hereon described subdivision to be known as DREAM ACRES, is hereby authorized to file for record in the Office of the County Clerk of Williamson County, Texas, this plat of said subdivision attached hereto, and the County Clerk of Williamson County, Texas, is hereby authorized to file for records this plat of land.

This City of Georgetown assumes no liability for the engineering or planning of subdivider and by this authorization makes no representations regarding such. By approving this plat said City makes no representations regarding the availability of City of Georgetown utilities.

ADOPTED and approved this 23rd day of August, 1994, A.D.

Leo Wood, Mayor
City of Georgetown, Texas

SHEET 1 OF 2

Cabinet M Slide 189

Williamson County Commissioners' Court approval

In approving this plat by the Commissioners' Court of Williamson County, Texas it is understood that the building of all streets, roads and other public thoroughfares and all bridges or culverts necessary to be constructed or placed, is the responsibility of the owner of the tract of land covered by this plat in accordance with plans and specifications prescribed by the commissioners' court of williamson county, texas. The commissioners' court of williamson county, texas assumes no obligation to build or maintain the streets, roads, or other public thoroughfares shown on this plat, or in constructing any bridges or culverts in connection therewith. It is further understood that upon the completion of the aforesaid obligations of the developer and 60% occupancy of the lots along the roadways and streets in the subdivision has been achieved or the expiration of 2 years from the date of completion, and all driveway drainpipes have been installed on written permission from the county commissioners' court, the county will assume full responsibility for maintenance of said streets and roads. The county will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.

The county assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development.

STATE OF TEXAS:
WILLIAMSON COUNTY:

I, JOHN DOERFLER, County Judge of Williamson County Texas, do hereby certify that this map or plat, with written field notes shown hereon, and the surveyor's certificate appearing hereon, known as **DREAM ACRES** having been duly presented to the Commissioners Court of Williamson County, Texas, and by said court was duly considered, was on this day approved, and said plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

John C. Doerfler 11-6-95
John C. Doerfler, County Judge, Williamson County, Texas Date

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, Elaine Bizzell, Clerk of the County Court, within and for the County and State aforesaid, do hereby certify that the forgoing instrument of writing, with its certificate of authentication, was filed for record in my office on the 19 day of October, 1995 A.D., At 2:11 o'clock P m., And was duly recorded on this the 9th day of November, 1995 A.D., At 9:30 o'clock A m., In the plat records of said county in Cabinet M, Slides 188 & 189.
Witness my hand and seal of the County Court of said County, my office in Georgetown, Texas, the last date written above.

By Louise Hampton
Elaine Bizzell, Clerk, County Court, Williamson County, Texas

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

Based upon the above representations of the surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said surveyor, I find this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County, the Williamson County Flood plain regulations, and Williamson County onsite sewerage facility regulations this certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County Health District and Williamson County disclaims any responsibility to any member of the public for independent verification of the representation factual or otherwise, contained in this plat and the documents associated with it.

Paulo Pinto RS 8/31/95
Paulo Pinto, Director of Environmental Services Date

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, the undersigned, a registered professional land surveyor in the State of Texas, hereby certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision and that the plat and all plans and specifications which are included with the plat are, to the best of my professional capability, complete and accurate and in compliance with all relevant city and county ordinances, codes, plans and relevant state standards.

No part of this subdivision lies within the 100 year flood plain of any watercourse and is not within a special flood hazard area as identified by F.E.M.A. National Flood Insurance Program Map No. 481079 0230 C, dated September 27, 1991, for Williamson County, Texas. This is in the Edward Aquifer Recharge Zone.

Herman Crichton 5/16/94
Herman Crichton, R.P.L.S. 4046
Crichton and Associates
107 North Lampasas
Round Rock, Texas 78664
512-244-3395

STATE OF TEXAS
HERMAN CRICHTON
4046
REGISTERED PROFESSIONAL LAND SURVEYOR

DREAM ACRES

FIELD NOTES

FIELD NOTES FOR 15.0849 ACRES OUT OF THE ANTONIO FLORES SURVEY ABSTRACT #235 IN WILLIAMSON COUNTY, TEXAS BEING THE SAME TRACTS CONVEYED TO DAVID AND CATHY RAMSEY IN VOL. 1797 PG. 934 PG. AND VOL. 1797 PG. 947 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found on the curving West R.O.W. of Farm to Market Road 971 (FM 971) at the Northeast corner of Parkview Estates Section 1, a subdivision recorded in Cab. Slide of the Williamson County, Texas Plat Records from which the Southwest corner of said Antonio Flores Survey bears S 05° 20' W, 4469 feet for the Southeast corner of this tract and the POINT OF BEGINNING.

THENCE with the North line of said Parkview Estates Section 1 the following seven (7) courses:

1) N 17° 57' 42" W, 220.09 feet to an iron pin found.

2) N 17° 57' 26" W, 463.54 feet to an iron pin found at the North terminus of the East R.O.W. of Parque Court as dedicated by the plat of Parkview Estates Section 1.

3) N 17° 52' 36" W, 177.66 feet to an iron pin found.

4) N 17° 52' 24" W, 275.11 feet to and iron pin found.

5) N 17° 50' 17" W, 130.02 feet to an iron pin found at the North terminus of the East R.O.W. of Pecan Vista Lane as dedicated by the plat of Parkview Estates Section 1.

6) N 17° 48' 35" W, 49.98 feet to an iron pin found at the North terminus of the West R.O.W. of Pecan Vista Lane.

7) N 17 47' 19" W, 109.79 feet to an iron pin found at the Northwest corner of said Parkview Estates Section 1, also being on the East line of a 50.00 acre tract conveyed to Georgetown I.S.D. in Vol. 555 Pg. 143 of the Williamson County, Texas Deed Records for the Southwest corner of this tract.

THENCE N 82° 37' 40" E, 511.91 feet to an iron pin found at the North common corner of said Georgetown I.S.D. tract and this tract, also being on the South line of a 0.985 acre tract conveyed to Robert Faris in Vol. 755 Pg. 88 of the Williamson County, Texas Deed Records for the Northwest corner of this tract.

THENCE S 17° 48' 52" E, 277.51 feet to an iron pin found at the Southeast corner of said 0.895 acre tract also being the Southwest corner of a 10 acre tract conveyed to Dr. Charles Aiken in Vol. 437 Pg. 251 of the of the Williamson County, Texas Deed Records.

THENCE S 17° 42' 48" E, 904.90 feet to an iron pin found at the East common corner of said 10 acre tract and this tract, also being on the West R.O.W. of FM 971 for the Northeast corner of this tract.

THENCE with the West R.O.W. of FM 971 the following two (2) courses:

1) S 53° 59' 00" W, 297.95 feet to an iron pin found at a point of curve to the left.

2) With said curve whose elements are D= 06° 43' 47", R= 1910.00, L= 224.34, T= 112.30, whose chord bears S 57° 12' 52" W, 224.21 feet to the POINT OF BEGINNING and containing 15.0849 acres more or less.

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Public Hearing and **First Reading** of an **Ordinance** on an **executive amendment** to Chapter 5, Zoning Use Regulations, of the Unified Development Code **(UDC) relative** to **multi-family, food and beverage,** and **auto-related uses** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Background

On March 11, 2003, the City Council approved Ordinance 2003-16 adopting a set of comprehensive development regulations known as the Unified Development Code (UDC), which codified various zoning and subdivision standards. Included in these standards were Zoning Use Regulations that identifies uses that may be permitted by right, subject to limitations or require approval of a Special Use Permit (SUP) for each zoning district. These uses are categorized into eight (8) categories based on similar functional, product or physical characteristics and ranges from residential to civic, commercial, industrial, transportation and other uses (UDC Chapter 5).

Revisions to the Zoning Use Regulations (Permitted Use Table) is a topic that was included in the City Council approved General Amendments List for the 2018/19 UDC Annual Review process. Since this time, the City has identified several uses to be reviewed in order to ensure the healthful and orderly development of the city, as well as the public welfare by regulating certain uses along the City's major thoroughfares, residential neighborhoods and commercial/employment centers. These uses include, but are not limited to, auto-related uses in the Local Commercial (C-1) zoning district, office/warehouse use in the General Commercial (C-3) zoning district, multi-family, detached in the Mixed Use Downtown District (MU-DT), food establishment services in the Industrial (IN) zoning district, and conditions for bar, taverns and pubs . In addition, City staff will look at including non-listed uses, such as commercial vehicle sales and services and micro-distillery uses.

Timeline of Discussions

- **February 12, 2019:**
  The City Council received a workshop presentation on 2018/2019 UDC amendments. The City Council provided general direction on priorities, topics and process. At this point land use revisions included the following:
  - Restaurants in Business Park and Industrial zoning districts.
  - Distance requirements for Bar, Tavern or Pub uses
  - Office warehouse

  Workshop discussion and general direction included:
  - Discussion on the 3 types of the UDC amendments identified in the UDC
  - The following direction was provided:
    - Review of setbacks for Multi-family and non-residential development when adjacent to ETJ single family residential property.
    - Update UDC to increase notice requirements to 300' rather than the state mandated 200' for rezoning requests.
    - Update UDC to identify notice shall be provided to ETJ residents if located within the prescribed notice area.
    - Review automotive uses to require a special use permit in a local commercial (C-1) zoning district.
    - Allow council members the opportunity to review the UDC amendment list and return to a workshop session to discuss UDC amendments that may be processed outside the annual review process.
- **February 26, 2019**:
  The City Council received a workshop presentation and general discussion and direction provided to staff was to move the UDC amendments on land use to an executive/ out of cycle amendment process.
- **March 26, 2019**:

The City Council voted to process this amendment as an executive amendment (Resolution No. 032619-T) in accordance with UDC Section 3.05.030.

Proposed Amendments:

The proposed amendments include (Ordinance Exhibits A and B):

- Revising auto-related uses permitted by right in the Local Commercial (C-1) zoning district to require approval of a Special Use Permit
- Allowing detached multi-family uses in the Mixed-Use Downtown (MU-DT) zoning district subject to approval of a Special Use Permit
- Allowing food and beverage establishments in the Industrial (IN) zoning district subject to approval of a Special Use Permit
- Removal of the minimum separation requirements between bars, pubs and taverns while retaining requirement for special use permit process where it is currently required by the UDC.
- Addition of non-listed uses (micro-distillery and commercial vehicle sales) to the Permitted Use Table

Staff's Analysis

Staff has reviewed the proposed amendments in accordance with the Unified Development Code (UDC). Staff has determined that the proposed amendments meet the criteria established in UDC Section 3.05.050 for a Text Amendment. Particularly, staff finds:

1. The proposed amendments promote the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City by establishing standards and processes that could allow certain uses appropriate in specific zoning districts subject to compliance with specific site design standards;

2. The proposed amendments are consistent with the Comprehensive Plan as the amendments further implement the policies and recommendations of the Land Use Element;

3. The proposed amendments are necessary to address conditions that have changed in the City;

4. The proposed amendments would positively impact the community and environment by implementing specific design standards to mitigate the impact these uses may have on existing neighborhoods and commercial or industrial areas; and
5. The proposed amendments are in conformance with other applicable Sections of the City Code.

Public Comments

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 24, 2019). As of the publication date of this report, staff has not received written comments on the proposed amendments.

Planning and Zoning Commission:

At their April 16, 2019 meeting, the Planning and Zoning Commission unanimously recommended approval of the UDC amendments. Two citizen spoke in support of the amendments, specifically the amendments for automotive uses in the C-1 zoning district.

FINANCIAL IMPACT:

None studied at this time.

SUBMITTED BY:

Andreina Dávila-Quintero, AICP, Current Planning Manager

ATTACHMENTS:

Ordinance

Ordinance Exhibit A

Ordinance Exhibit B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 5, ZONING USE REGULATIONS, RELATIVE TO MULTI-FAMILY, FOOD AND BEVERAGE, AND AUTO-RELATED USES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2003, the City Council of the City of Georgetown, Texas, adopted a set of comprehensive development regulations known as the Unified Development Code ("UDC") via Ordinance No. 2003-16, which codified various zoning and subdivision standards; and

WHEREAS, the City Council established a UDC Advisory Committee on November 12, 2013, to review proposed or requested amendments to the UDC other than executive amendments, which are those amendments that are nondiscretionary, mandatory, or legislative revisions to address state statutes or case laws, ratify published directors determinations, incorporate recently approved Council ordinances, process City Council designated emergency items, or address revisions otherwise determined necessary by legal counsel; and

WHEREAS, the City Council adopted Resolution No. 032619-T on March 26, 2019, designating the amendment to the UDC relative multi-family, food and beverage establishments, and auto-related uses an emergency amendment in accordance with UDC Section 3.05.030; and

WHEREAS, by City Council declaring this amendment an emergency amendment, it will be processed as an executive amendment that is not reviewed by the UDC Advisory Committee; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on the proposed amendment at their April 16, 2019 regular scheduled meeting, and recommended approval of the amendment to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1: The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and

further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan.

SECTION 2: Chapter 5, Zoning Use Regulations, of the UDC is hereby amended as described in **EXHIBIT "A"** and **"B"**.

SECTION 3: All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 4: If any provision of this Ordinance, or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5: The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective in accordance with the provisions of State Law and the City Charter of the City of Georgetown.

APPROVED on First Reading this 23 day of April, 2019.

APPROVED AND ADOPTED on Second Reading this 14 day of May, 2019.

THE CITY OF GEORGETOWN:

_____
Dale Ross
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney

Chapter 5 - ZONING USE REGULATIONS

***

SECTION 5.02. - RESIDENTIAL USES

***

Sec. 5.02.010. - Residential Uses Allowed by District.

The following use table presents the residential uses that are allowed in each zoning district, in accordance with the standards and regulations of this Code. Certain uses are allowed with limitations detailed in Section 5.02.020. The 'Notes' column of the table contains direction on the specific limitation of the particular use.

Table 5.02.010: Residential Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF 1	MF 2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
Household Living																			
***																			
Multifamily, Detached Dwelling Units	–	–	–	–	–	–	P	–	–	–	–	–	–	–	–	–	~~–~~S	See Section ~~4.11~~ 4.09	G
***																			

Sec. 5.02.020. - Residential Use Limitations.

All residential uses shall meet any applicable provisions of the City of Georgetown Code of Ordinances, in addition to the following limitations:

***

E. **Multifamily, Attached Dwelling Units.**

***

2. A Special Use Permit, pursuant to Section 3.07, is required for attached multifamily dwelling units as designated in Table 5.02.010 and is subject to the following conditions:

***

f. Attached multifamily development in all districts must also meet the building design standards of Section ~~7.04~~7.03, the lighting design standards of Section ~~7.05~~7.04, and the non-residential landscape requirements of Section 8.04.

g. Attached multifamily development in all districts must also meet the common amenity area requirements of Section 6.06.020 and the parkland dedication requirements of Section ~~13.05~~13.08.

***

G. **Multifamily, Detached Dwelling Units.**

1. Detached multifamily dwelling units are permitted in accordance with Table 5.02.010.

2. A Special Use Permit, pursuant to Section 3.07, is required for detached multifamily dwelling units as designated in Table 5.02.010 and is subject to the following conditions:

a. The location and context of the detached multifamily development shall be secondary and supportive to established surrounding commercial uses, helping to facilitate an active, pedestrian friendly environment where the mixture of uses enables people to live, work, play, and shop.

b. Setbacks shall be in conformance with the setbacks of the district in which the detached multifamily development is proposed.

c. Building height shall be in conformance with the building height of the district in which the detached multifamily development is proposed.

d. Detached multifamily development in all districts shall also meet the building design standards of Section 7.03, the lighting design standards of Section 7.04, and the non-residential landscape requirements of Section 8.04.

e. Detached multifamily development in all districts must also meet the common amenity area requirements of Section 6.06.020 and the parkland dedication requirements of Section 13.08.

3. In addition to the requirements of Section 5.02.020.G.2, when reviewing the conceptual site layout required per Section 3.07, the City Council may consider and add conditions provided the requirements of the zoning district are not exceeded, to the Special Use Permit, including but not limited to the following:

a. Location of the development;

b. Amount of lot frontage along a commercial corridor;

c. Dwelling units per acre (maximum 24);

d. Maximum building heights;

e. Dwelling units per structure;

f. Type and number of amenities;

g. Accessory structures;

h. Ingress and egress locations; and

i. Landscape buffers.

***

SECTION 5.04. - COMMERCIAL USES

***

Sec. 5.04.010. - Commercial Uses Allowed by District.

The following use table presents the commercial uses that are allowed in each zoning district, in accordance with all standards and regulations of this Code. Certain uses are allowed with limitations detailed in Section 5.04.020. The 'Notes' column of the use table contains direction on the specific limitation of the particular use.

Table 5.04.010: Commercial Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
***																			
Food and Beverage Establishments																			
Restaurant, General	—	—	—	—	—	—	—	—	—	L	L	P	L	L	S	L	P		E, A
Restaurant, Drive-through	—	—	—	—	—	—	—	—	—	S	L	P	—	L	S	—	S		E, A

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
Bar, Tavern or Pub	—	—	—	—	—	—	—	—	—	S	L	L	—	—	—	—	S		F, A
Micro Brewery, ~~or~~ Micro Winery, or Micro Distillery	—	—	—	—	—	—	—	—	—	L	L	L	—	—	—	—	L		G, A
***																			
Automotive Sales and Services																			
Automobile Sales, Rental or Leasing Facility	—	—	—	—	—	—	—	—	—	—	—	S	—	—	P	—	—		S
Commercial Vehicle Sales, Rental or Leasing Facility	—	—	—	—	—	—	—	—	—	—	—	S	—	—	P	—	—		X
Automobile Parts and Accessories Sales, Indoor	—	—	—	—	—	—	—	—	—	—	~~L~~ S	P	—	—	—	—	—		A
***																			
Automobile Repair and Service, General	—	—	—	—	—	—	—	—	—	—	—	S	—	—	P	—	—		~~T~~ V
Fuel Sales	—	—	—	—	—	—	—	—	—	—	~~L~~ S	L	—	S	P	—	—		~~U~~ T
Fuel Sales with more than ten multi-fuel dispensers	—	—	—	—	—	—	—	—	—	—	—	S	—	—	P	—	—		~~T1~~ Z
Car Wash	—	—	—	—	—	—	—	—	—	—	~~L~~ S	P	—	S	P	—	—		~~V~~ U
***																			

Sec. 5.04.020. - Commercial Use Limitations.

All commercial uses shall meet any applicable provisions of the City Code of Ordinances, in addition to the following limitations. Outdoor display and storage requirements, if applicable, shall be met in accordance with Section 5.09.

A. **Building Size Limitation.**

Commercial, retail, service, and office buildings are limited to the following maximum building size:

1. In the CN District, the floor-to-area ratio shall not exceed 0.3. The maximum building size of each building on an individual lot or parcel shall be 7,500 square feet.

2. In the C-1 District, the floor-to-area ratio shall not exceed 0.5.

***

F. Bar, Tavern or Pub, Dance Hall or Nightclub.

A bar, tavern, pub, dancehall, or nightclub is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. The establishment shall be located no less than 300 feet from a church, public or private school or public hospital, subject to the measurements of the City Code of Ordinances.

2. ~~The establishment shall be located no less than 750 feet from an existing bar, tavern, pub, dancehall, or nightclub, subject to the measurements of the City Code of Ordinances~~Reserved.

3. The establishment is subject to the provisions of Chapter 6.40, Alcoholic Beverages, of the City Code of Ordinances.

G. **Micro Brewery, ~~or~~ Micro Winery or Micro Distillery.**

A micro brewery, ~~or~~ micro winery, or micro distillery is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. A micro brewery, ~~or~~ micro winery, or micro distillery shall be located no less than 300 feet from a church, public or private school or public hospital subject to the measurements of the City Code of Ordinances.

2. A micro brewery, ~~or~~ micro winery, or micro distillery is subject to the provisions of Chapter 6.40, Alcoholic Beverages, of the City Code of Ordinances.

***

T. **Fuel Sales.**

A fuel sales establishment is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

***

8. In addition to the requirements in Section ~~7.05~~7.04, any freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

NOTE: Subsection T1 has been renumbered and moved to Subsection Z

~~T1. **Fuel Sales with more than ten multi-fuel dispensers.**~~

~~A Special Use Permit for a fuel sales establishment with more than ten multi-fuel dispensers (20 fuel positions) shall be required in the General Commercial (C-3) zoning district pursuant to Section 3.07, and subject to the standards in subsections (T)(4) through (T)(9) above.~~

U. **Car Wash.**

A car wash is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. A self-service car wash facility may contain a maximum of four self-service bays.

2. A fuel sales use is not allowed with either a full-service or self-service car wash.

V. ~~**Reserved**~~**Automobile Repair and Service, General.**

1. In the General Commercial (C-3) District, temporary outdoor storage of automobiles awaiting service or pick-up is permitted within the guidelines specified in Section 5.09.030. No other outdoor storage is allowed in the C-3 District.

2. In the Industrial (IN) District, all outdoor storage, except as limited in 5.09.030, is permitted.

***

X. ~~Reserved~~ **Commercial Vehicle Sales, Rental or Leasing Facility.**

Commercial Vehicle sales, rental or leasing facility is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. Lighting.

Fixed lighting shall be shielded or have cut-off fixtures to prevent direct glare of beams onto any adjacent public or private property or street. Light poles shall be placed no closer than 45 feet apart.

2. Screening from Residential.

Screening, meeting the guidelines of a High Level Bufferyard, shall be provided along all lot lines abutting or adjacent to a Residential District, or when adjacent to an existing single-family home in the AG District, or when adjacent to an existing single-family home in the ETJ that is platted and planned for residential use on the Future Land Use Map.

3. Outdoor Display and Storage.

a. Display and storage areas shall be clearly shown on the Site Plan and identified on the site.

b. Outdoor display of commercial vehicles shall be set back a minimum of 25 feet from all lot lines abutting residentially zoned or developed property.

c. Outdoor storage shall be located behind the front building façade of the primary structure.

d. Permanent and temporary tent canopies may be erected over areas used for automobile sales display and shall not be considered buildings, but may not encroach into building setbacks, required parking spaces, drive aisles or bufferyards. All necessary building permits shall be required, but a revision to an existing Site Plan shall not be required if the tent canopy is located over an existing display area. All safety issues regarding fire and building codes shall be addressed.

4. Accessory Uses.

Automobile Repair and Service, Limited and General, and Automobile Parts and Accessory Sales, Indoor, shall be allowed accessory uses with a Commercial Vehicle

Sales Facility. Automobile Repair and Service, General shall not be permitted on the premises of a Rental Facility and any allowed limited repairs shall be performed only within the principal building.

***

Z. **Fuel Sales with more than ten multi-fuel dispensers.**

A Special Use Permit for a fuel sales establishment with more than ten multi-fuel dispensers (20 fuel positions) shall be required in the General Commercial (C-3) zoning district pursuant to Section 3.07, and subject to the standards in subsections (T)(4) through (T)(9) above.

***
***

Chapter 16 - DEFINITIONS

***

SECTION 16.02. - DEFINITIONS

The following definitions describe terms found in this Code.

***

Commercial Use. See "Use, Commercial".

Commercial Vehicle. A vehicle or combination of vehicles used to transport passengers or property that:

1. Has a manufacturer's rated carrying weight equal to or greater than one and one-half tons;
2. Is designed to transport 16 or more passengers, including the driver;
3. Is transporting hazardous materials and is required to be placarded under 49 C.F.R. Part 172, Subpart F, as amended;
4. Is a "road tractor" as that term is defined in Chapter 541 of the Texas Transportation Code;
5. Is a "truck tractor" as that term is defined in Chapter 541 of the Texas Transportation Code;
6. Is a "pole trailer" as that term is defined in Chapter 541 of the Texas Transportation Code; or
7. Is a "semitrailer" as that term is defined in Chapter 541 of the Texas Transportation Code.

Commercial Vehicle Rental or Leasing Facility. A facility engaged in the rental of commercial vehicles, including incidental storage and limited servicing.

Commercial Vehicle Sales Facility. The sale of commercial vehicles including incidental storage, maintenance, and servicing.

***

Micro brewery. A retail establishment where beer is produced on the premises for in-house consumption and sale. Food sales or a restaurant may also be included, as well as associated retail sales. A microbrewery typically produces less than 15,000 barrels annually.

Micro Winery. A retail establishment where wine is produced on premises for in-house consumption and sale. Food sales or a restaurant may also be included, as well as associated retail sales. A micro winery is typically a small wine producer that generates up to 15,000 gallons of wine annually.

Micro distillery. A retail establishment where alcohol is produced on the premises for in-house consumption and sale. Food sales or a restaurant may also be included, as well as associated retail sales. A micro-distillery typically produces less than 15,000 barrels annually.

***
***

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Second Reading of an **Ordinance** for a request for a Special Use Permit **(SUP)** for the specific uses of 1) "Bar, Tavern, or Pub", and 2) "Event Facility" within the Mixed-Use Downtown (MU-DT) zoning district, for the property located at **718 South Austin Ave,** bearing the legal description of 0.14 acres consisting of the south one-half (1/2) of Lot 8, and the East one-fourth (1/4) of Lots 6 and 7, Block 41, of the City of Georgetown, to be known as **Barrels & Amps** -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting a Special Use Permit (SUP) for the specific uses of "Bar, Tavern, or Pub" and "Event Facility" within the Mixed-Use Downtown zoning district to open a piano bar to be known as Barrels & Amps.

Staff's Analysis:

1) Bar, Tavern, or Pub

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request **complies** with the criteria established in UDC Section 3.07.030.C for a Special Use Permit, as outlined in the attached staff report.

2)Event Facility

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request **complies with conditions** with the criteria established in UDC Section 3.07.030.C for a Special Use Permit, as outlined in the attached staff report.

Public Comments:

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Special Use Permit request (25 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 3, 2019) and signs were posted on-site. To date, staff has received one (1) written comments in favor, and zero (0) in opposition to the request.

Planning and Zoning Commission (P&Z) Action:

At their meeting on February 19, 2019, the P&Z recommended approval with the following condition:

- The Event Facility specific use shall provide a shared or alternative parking plan that provides half of the required parking spaces for the same use in the General Commercial (C-3) zoning district.

City Council Action:

At their meeting on April 9, 2019, the City Council voted to approve the request, as recommended by the Planning and Zoning Commission, with a vote of 6-1.

At the April 9th City Council meeting staff committed to following up with the following questions in advance of the 2nd reading of this item:

- Calculation of parking requirements per the recommended condition of the Planning and Zoning Commission:
  Event Center requires: 1 per 400sqft of gfa and 1 per 4 capacity seating. The condition of requiring 50% of the event center parking would roughly calculate to 3400 sqft/ 400 = 8.5 9 spaces/2
  TOTAL: 5 spaces plus 1 space per 4 capacity seating
- City requirements for valet service were requested- requirements have been attached to this item.
- UDC requirements regarding the use of alternative parking plans- requirements have been attached to this item.
- A map identifying location of SUP request and the required 750' distance requirement per UDC- this has been attached to this item.
- Council inquired if the TABC permit for this request has been issued: Barrels & Amps received a TABC Permit on 9/28/2018.

FINANCIAL IMPACT:
None. The applicant has paid all required fees.

SUBMITTED BY:
Madison Thomas, AICP, Historic & Downtown Planner

ATTACHMENTS:

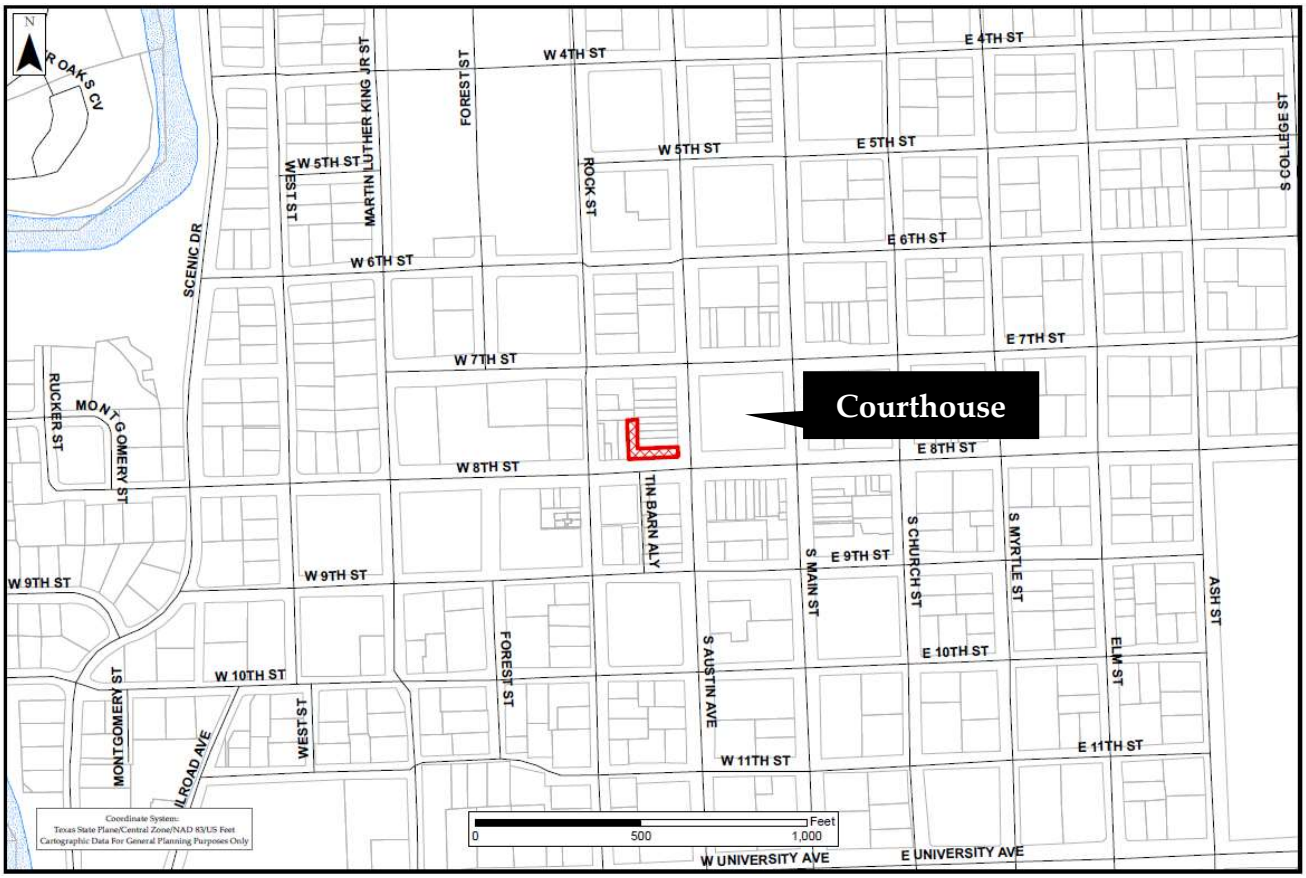
2019-2-SUP - P&Z Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - Conceptual Plan
Exhibit 5 - Elevations
Exhibit 6 - Letter of Intent
Exhibit 7 - Public Comments
code requirements for valet service
UDC requirements for an alternative parking plan
alcohol serving establishments in downtown Georgetown
Ordinance with Exhibits

Planning and Zoning Commission
Planning Department Staff Report

Report Date:	March 15, 2019
Case No:	2019-2-SUP
Project Planner:	Madison Thomas, AICP, Historic & Downtown Planner

Item Details

Project Name:	Barrels & Amps
Project Location:	718 S Austin Avenue, within City Council district No. 6
Total Acreage:	0.14
Legal Description:	0.14 acres consisting of the south one-half (1/2) of Lot 8, and the East one-fourth (1/4) of Lots 6 and 7, Block 41, of the City of Georgetown
Applicant:	Dina Meixsell
Property Owner:	Dina Meixsell
Request:	Special Use Permit (SUP) for **"Bar, Tavern, or Pub"** and an **"Event Facility"** specific uses within the **Mixed Use Downtown (MU-DT)** zoning district
Case History:	This is the first public hearing of this request.



Location Map

Overview of Applicant's Request

The applicant is requesting a Special Use Permit (SUP) for the specific uses of "Bar, Tavern, or Pub" and "Event Facility" within the Mixed-Use Downtown zoning district to open a piano bar to be known as Barrels & Amps.

According to the applicant's Letter (***Exhibit 6***), there will be two areas of interest. A pub/gathering place on the 8th Street side, offering food, drinks, and entertainment such as music or comedy acts. The Austin Avenue side will be a versatile space for a dueling piano bar, nostalgic film nights, and private party/reception use.

Site Information

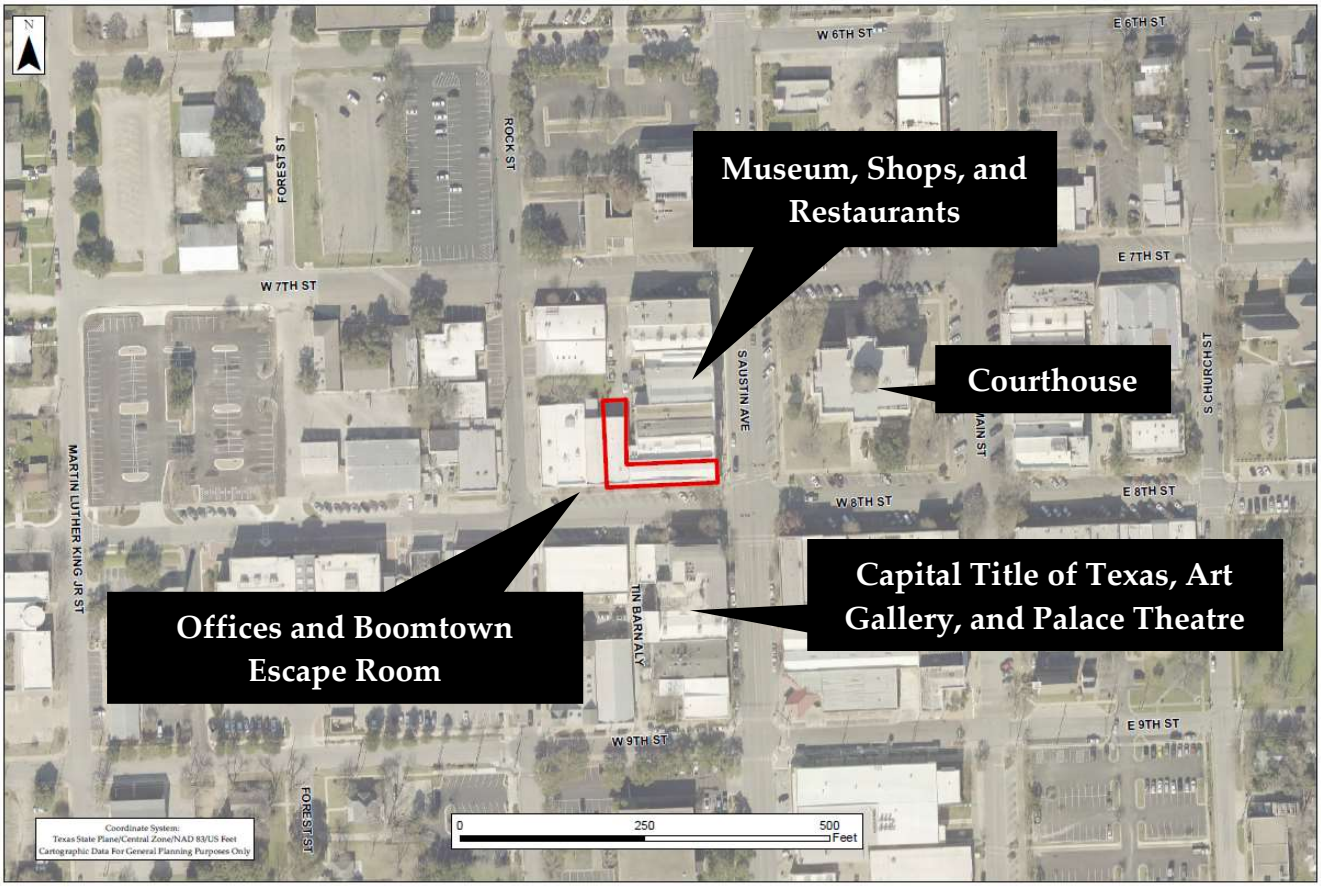
Location:
The subject property is located at the corner of Austin Avenue and 8th Street, at the southwest corner of the Downtown Square.

Physical and Natural Features:
There are no natural features on the subject property, the structure covers the entire lot. The structure on the property is identified as a high priority structure on the historic resources survey. It is also located in the Williamson County Courthouse National Register District.

Future Land Use and Zoning Designations:
The subject property has an existing Future Land Use designation of Special Mixed Use Area and is currently zoned Mixed Use Downtown (MU-DT). It is also in the Historic Overlay District, the Downtown Overlay District, and the Courthouse View Overlay districts.

Surrounding Properties:
The subject property is located on the Downtown Square in Area 1 of the Downtown Overlay District. The structure located on the property is historic in design and nature, as well as the surrounding buildings, including the historic County Courthouse. This property fronts Austin Avenue, which is a main gateway through the Downtown Square, and commercial in nature. There is a second entrance off of W. 8th Street, this street is also made up of commercial businesses. Uses within the area include retail, restaurant, office and entertainment uses. The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Mixed Use Downtown (MU-DT)	Specialty Mixed Use Area	Museum, Shops, and Restaurants
South (across 8th Street)			Capital Title of Texas, Art Gallery, Palace Theatre
East (across Austin Ave.)			Historic Williamson County Courthouse
West			Offices and Boomtown Escape Room



Aerial Map and Surrounding Uses

Property History:
The subject property was rezoned in 2000 (Ordinance 2000-17) when many of the Downtown properties were rezoned to Mixed Use Downtown (MU-DT).

Comprehensive Plan Guidance

Future Land Use Map:
The *Specialty Mixed-Use Area* designation accommodates large-scale mixed-use developments that are mostly commercial and usually near intense regional commercial uses and the I-35 corridor. This category encourages the creation of well planned "centers" designed to integrate a variety of complementary uses, with an emphasis on retail, offices, and entertainment activities. These centers may also include civic facilities and parks or other green spaces. Housing, in the form of apartments, townhomes, condominiums, and live-work spaces, is also encouraged in these mixed-use areas, generally in higher densities. These areas should be designed in a pattern of pedestrian-oriented, storefront-style shopping streets, with shared parking and strong pedestrian linkages to the surrounding areas.

Growth Tier:
The subject property is located within Growth Tier 1A. **Tier 1A** is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct

assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

Other Master Plans: Downtown Master Plan:
The Downtown Master Plan seeks to maintain the city's unique character while maximizing opportunities for economic development and for enhancing the quality of life for its residents. The intent is to move the downtown area towards becoming a center of activity not only in the day, but also at night and on weekends, by promoting a mix of commercial, entertainment residential, and civic uses. Creative forms of housing are encouraged, such as attached homes, "lofts," and live-work units.

The Downtown Master Plan identifies the subject property as being located in the Downtown Core. The Downtown Core has a traditional urban form and atmosphere. According to this Plan, "specialty retail, dining and entertainment venues should be present to position the downtown core as an exciting place distinct from regional suburban shopping centers". The Master Plan's Recommend Projects for this area include:

- Facilitate adaptive reuse of historic buildings
- Promote development of more cultural facilities and entertainment venues

Utilities

The subject property is located within the City's service area for water, wastewater, and electric. It is anticipated that there is adequate water and wastewater capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property is located at the corner of Austin Avenue, a major collector-level, and 8th Street, a local street. The property is also located in close proximity to the GoGeo Transfer Station at the Georgetown Public Library on 8th Street, providing access to other residential and commercial areas within the city, including the convention center and St. David's Hospital.

Collector-level streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system. Local streets intend to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. These streets can access both collector level streets and arterial level streets. On-street parking exists along this roadway, providing additional parking for the non-residential uses within the area.

Zoning district

The Mixed Use Downtown District (MU-DT) is intended to provide a location for a mix of land uses including general commercial and retail activities, office as well as single-family and multi-family in the downtown area. Developments in the MU-DT District are typically smaller in size and scope although there may be occasional heavy traffic. The Mixed Use Downtown Zoning District is only

appropriate in the traditional downtown area of Georgetown. Properties in MU-DT shall meet the design requirements of the Downtown Overlay District, and Downtown and Old Town Design Guidelines.

Per Section 5.04 of the UDC, a Special Use Permit (SUP) is required in the MU-DT district for a "Bar, Tavern, or Pub" and "Event Facility". A SUP allows for City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this Code. SUPs may be issued only for uses that are generally compatible with other uses permitted in a zoning district, but that require individual review of their location, design, intensity, etc. Section 5.04 outlines specific SUP requirements for these uses. The purpose of requiring a SUP for a "Bar, Tavern, or Pub" is to ensure that the Downtown area is to limit the amount of establishments with this use in close proximity. The purpose of requiring a SUP for an "Event Facility" is to ensure that the congregation of a large number people at specific times will not result in unnecessary noise or safety issues.

Approval Criteria

SUP for the Bar, Tavern or Pub Specific Use

Staff has reviewed the request and determined that the proposed request **complies** with the criteria established in UDC Section 3.07.030.C for a Special Use Permit, as outlined below:

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	Complies	The proposed special use is not detrimental to the surrounding neighborhood. The proposed use meets the additional use requirements of the UDC: • The establishment shall be located no less than 300 feet from a church, public or private school or public hospital, subject to the measurements of the City Code of Ordinances. • The establishment shall be located no less than 750 feet from an existing bar, tavern, pub, dancehall, or nightclub, subject to the measurements of the City Code of Ordinances. • The establishment is subject to the provisions of Chapter 6.40, Alcoholic Beverages, of the City Code of Ordinances. Staff found that the proposed use, where proposed, is not located within the distances listed above. In addition,

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		the use is not detrimental to the surrounding neighborhood because the activities associated with the use will all be indoors. The City has a noise ordinance in place to regulate the sound that may come from any events or music within the building.
2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	Complies	There are no changes proposed to the subject property. All proposed changes to accommodate the proposed use are internal to the building. The concept plan provided by the applicant is harmonious with the character of the Downtown area. The façade and signage are compatible with surrounding buildings.
3. The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	Complies	The proposed use does not impact public infrastructure. The roadways and utilities are already in place for the Downtown area. Area 1 of the Downtown exempts the majority of development from the parking requirements because it is designed for uses that do not require large amounts of parking and that encourage walkability. In addition, public on-street and off-site parking lots exist within the area to accommodate uses in the Downtown core. The proposed use of "Bar, Tavern, or Pub" does not require large amounts of parking and is consistent with the walkability pattern and active uses of the Downtown Square.
4. The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	Complies	The proposed use will not create any hazardous, injurious, or noxious impacts. The proposed use will all be internal to the existing building and subject to the noise, smoke and other nuisance standards of the City Code to ensure no adverse impact on the adjacent properties.

In summary, the proposed use of "Bar, Tavern, or Pub" complies with the approval criteria for an

SUP and the zoning use regulations. Staff has found that the proposed special use does not affect the surrounding area and fits within the character of the Downtown area.

SUP for the Event Facility Specific Use

Staff has reviewed the request and determined that the proposed request **complies with conditions** with the criteria established in UDC Section 3.07.030.C for a Special Use Permit, as outlined below:

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	Complies	The proposed special use is not detrimental to the surrounding neighborhood because the activities associated with the use will all be indoors. The City has a noise ordinance in place to regulate the sound that may come from any events or music within the building.
2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	Complies	There are no changes proposed to the subject property. All proposed changes to accommodate the proposed use are internal to the building. The concept plan provided by the applicant is harmonious with the character of the Downtown area. The façade and signage are compatible with surrounding buildings.
3. The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	Complies With Conditions	The proposed use does not impact public infrastructure. The roadways and utilities are already in place for the Downtown area. However, the proposed use of event facility would have an impact on public parking facilities as there are no on-site parking spaces. The applicant has not proposed any additional plan for the accommodation of guest parking during special events. Area 1 of Downtown exempts the majority of development from the parking requirements because it is designed for uses that do not require large amounts of parking and that encourage walkability. The use of "Event Facility" will require large amounts of parking to accommodate guests.

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		To accommodate the increase in need for parking during special events, staff finds that a shared parking plan that provides half of the parking that would be required of the use had it been located in the General Commercial (C-3) zoning district should be provided for this specific use. This is consistent with other event facility uses in Area 2 of Downtown and will ensure dedicated parking facilities for guests of the proposed event facility.
4. The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	Complies	The proposed event facility use is all indoors; no outdoor live entertainment is being proposed. In addition, the City's noise and nuisance ordinances, as well as Fire Code (occupancy) regulations will govern the use outside of the UDC to ensure no adverse impact of the proposed use on the adjacent properties.

In summary, staff finds that the proposed use of Event Facility is appropriate for the subject property should adequate parking be provided due to the building's square footage and Downtown location. The event facility specific use would be appropriate at this location if the applicant can find a way to provide shared parking to accommodate the increased need for parking.

Public Notification

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Special Use Permit request (25 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 3, 2019) and signs were posted on-site. To date, staff has received one (1) written comments in favor, and zero (0) in opposition to the request (***Exhibit 7***).

Meetings Schedule

3/19/2019 – Planning and Zoning Commission
4/9/2019 – City Council First Reading of the Ordinance
4/23/2019 – City Council Second Reading of the Ordinance

Attachments

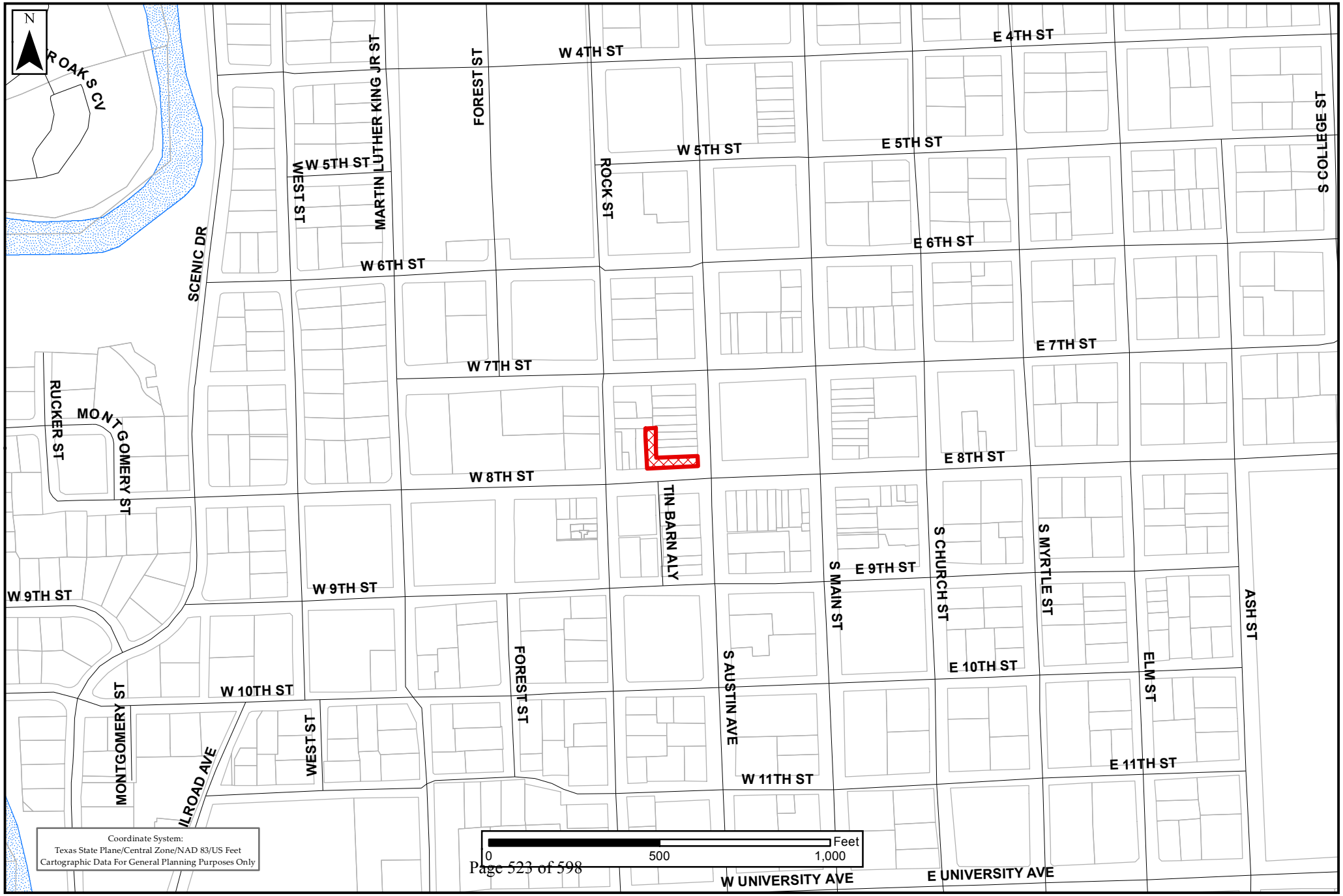
Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map

Exhibit 4 – Conceptual Plan
Exhibit 5 – Elevations
Exhibit 6 – Letter of Intent
Exhibit 7 – Public Comments

Location Map

2019-2-SUP

Exhibit #1



Future Land Use / Overall Transportation Plan

2019-2-SUP

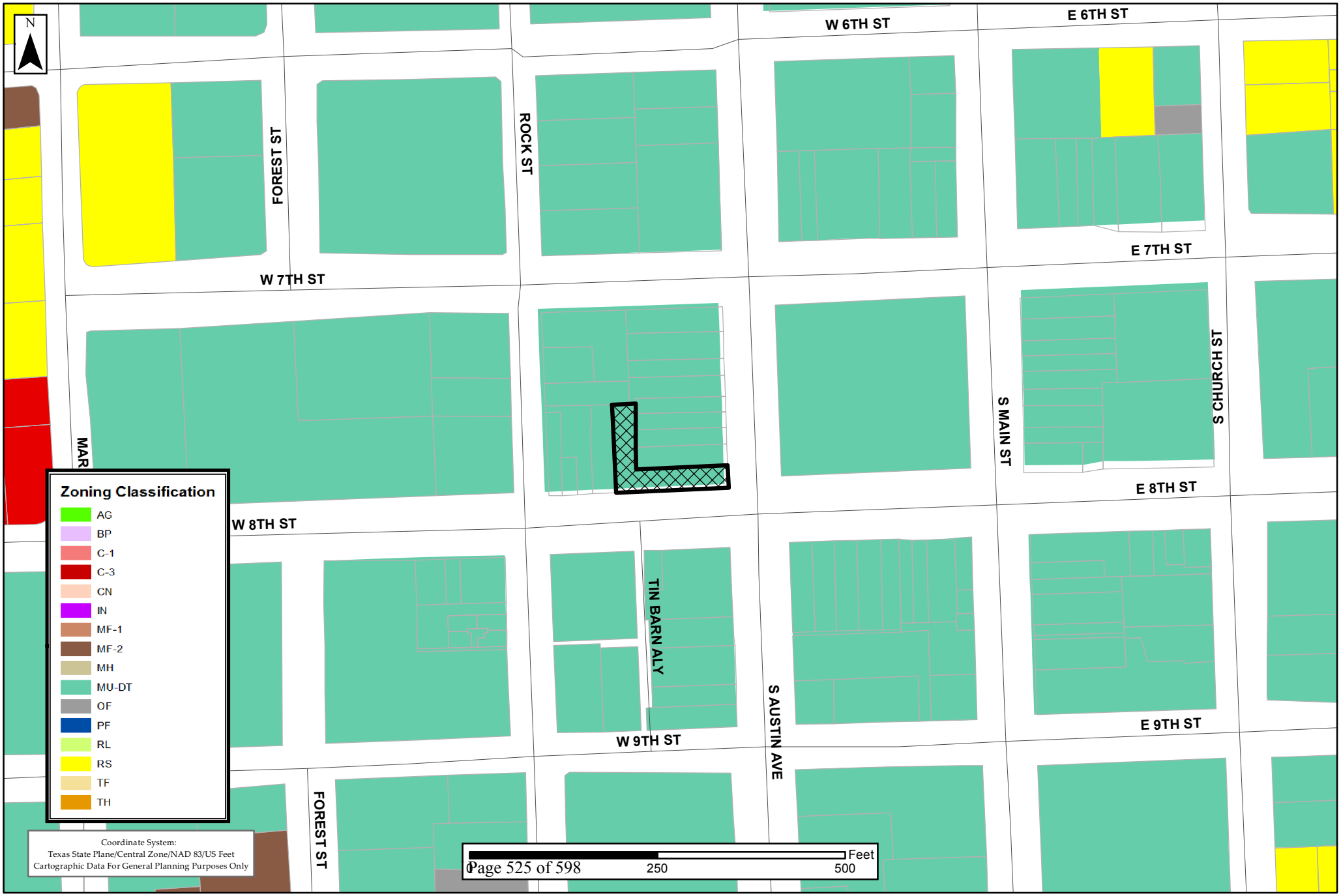
Exhibit #2

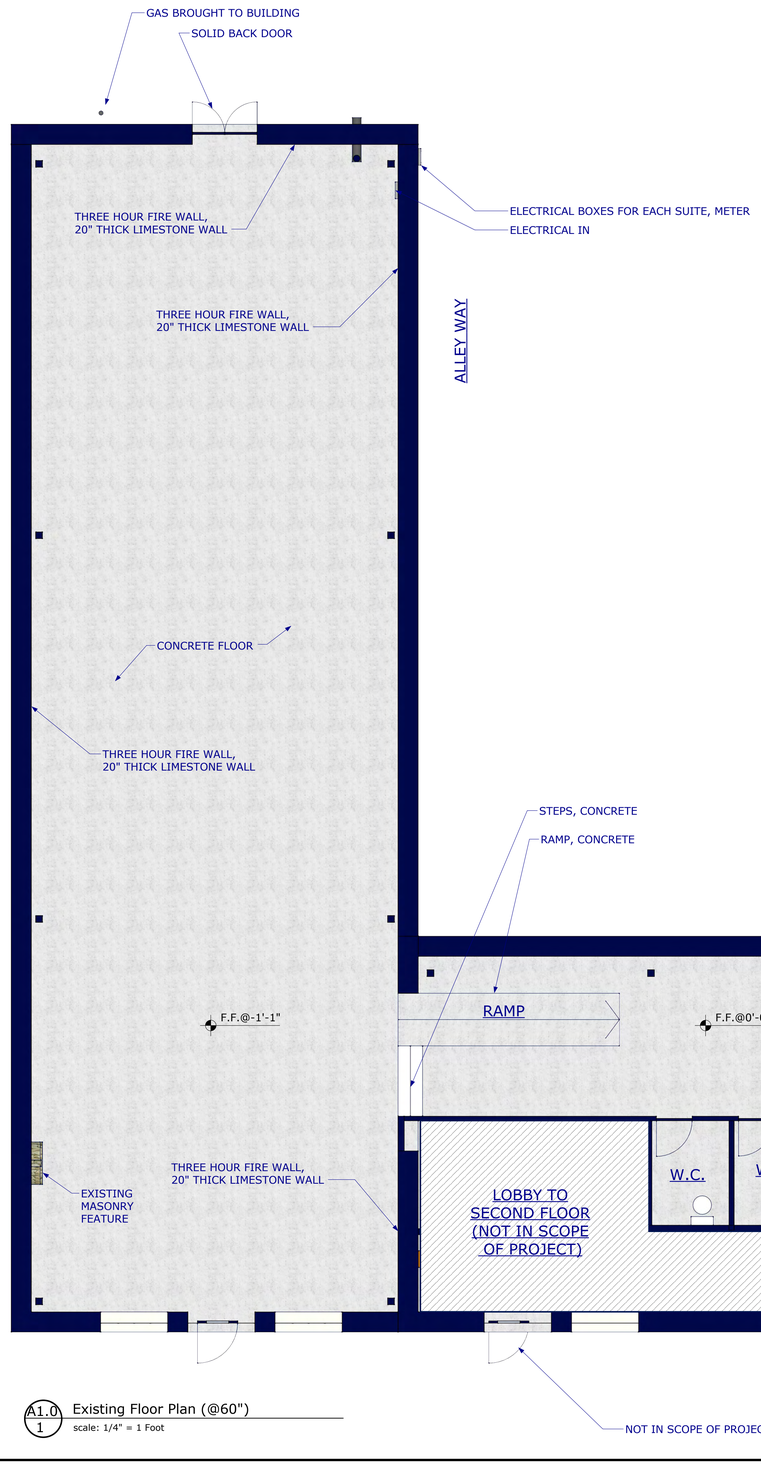


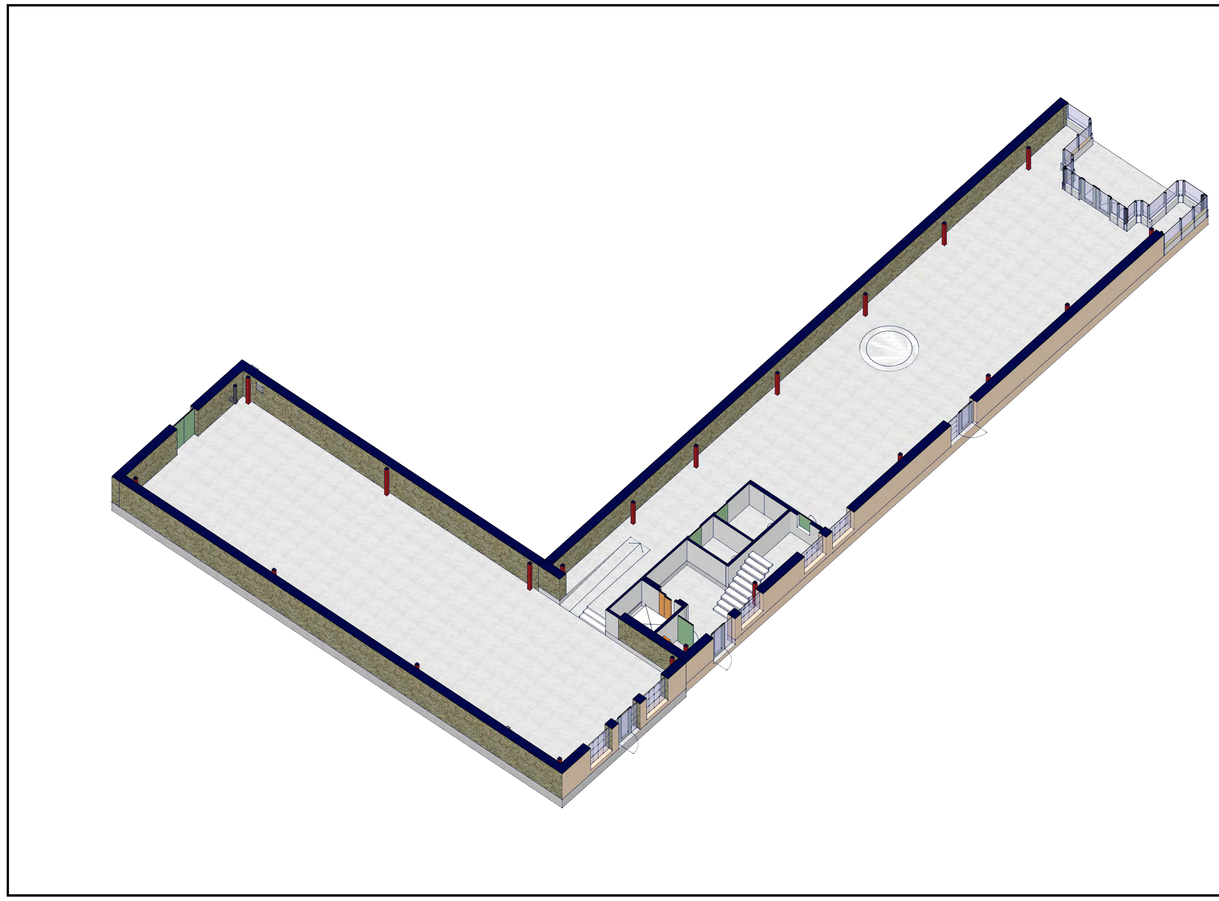
Zoning Information

2019-2-SUP

Exhibit #3







A1.0 / 1 Existing Floor Plan (@60")
scale: 1/4" = 1 Foot

Tare Away Scales for in the field needs:

AUTHOR INFORMATION:
a: Davin Hoyt
c: Davin Consulting
p: (737) 402.9843
e: davinhoyt@gmail.com
NOT A PLAYER HATER

BARRELS AND AMPS
817 S. Austin Avenue, Georgetown, Texas 78626

CLIENT INFORMATION:
Mark Thompson
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Georgetown, Texas

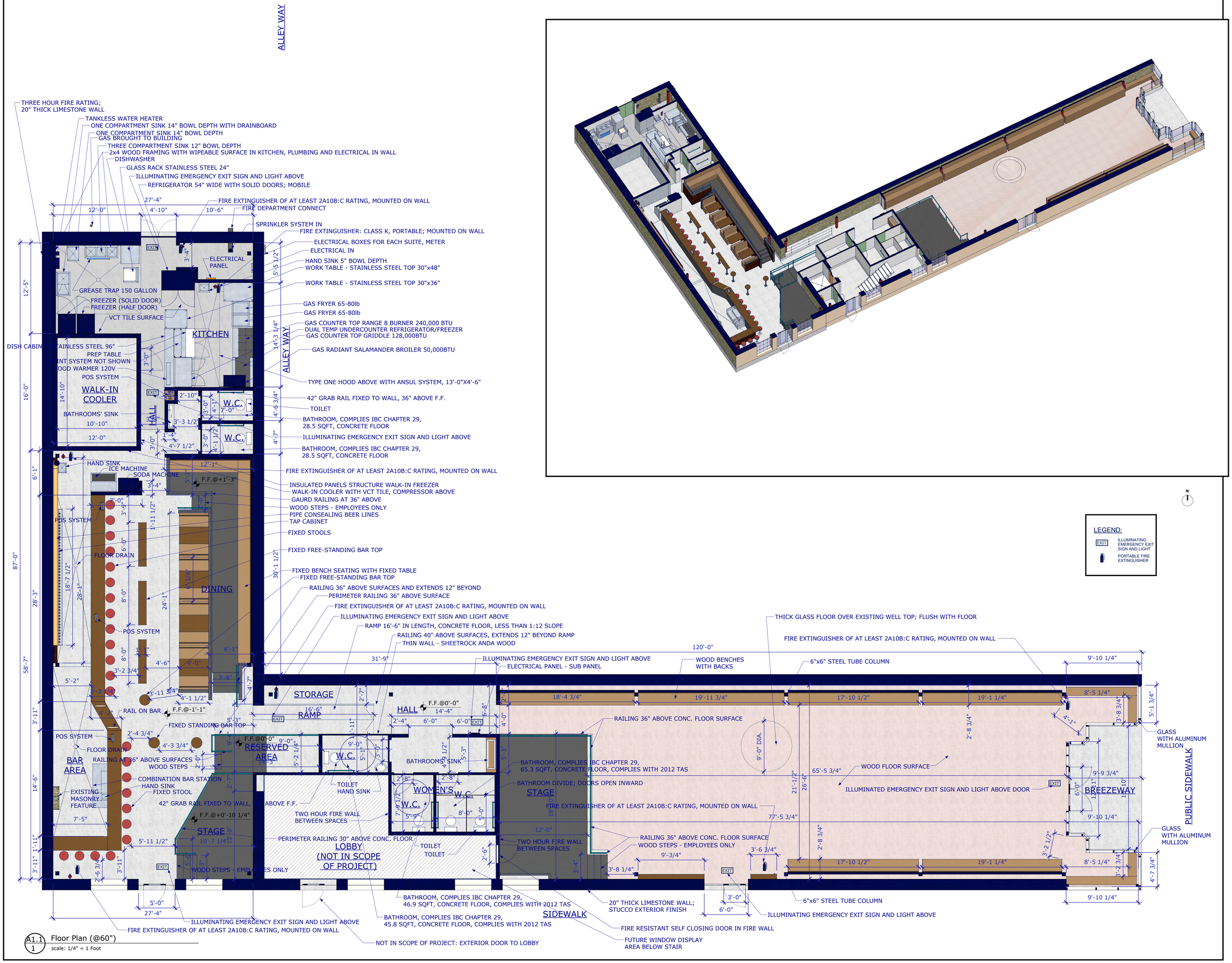
EXISTING FLOOR PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A1.0

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A1.1 / 1 Floor Plan (@60")
scale: 1/4" = 1 Foot

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Page 527 of 598

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BARRELS AND AMPS

817 S. Austin Avenue, Georgetown, Texas 78626

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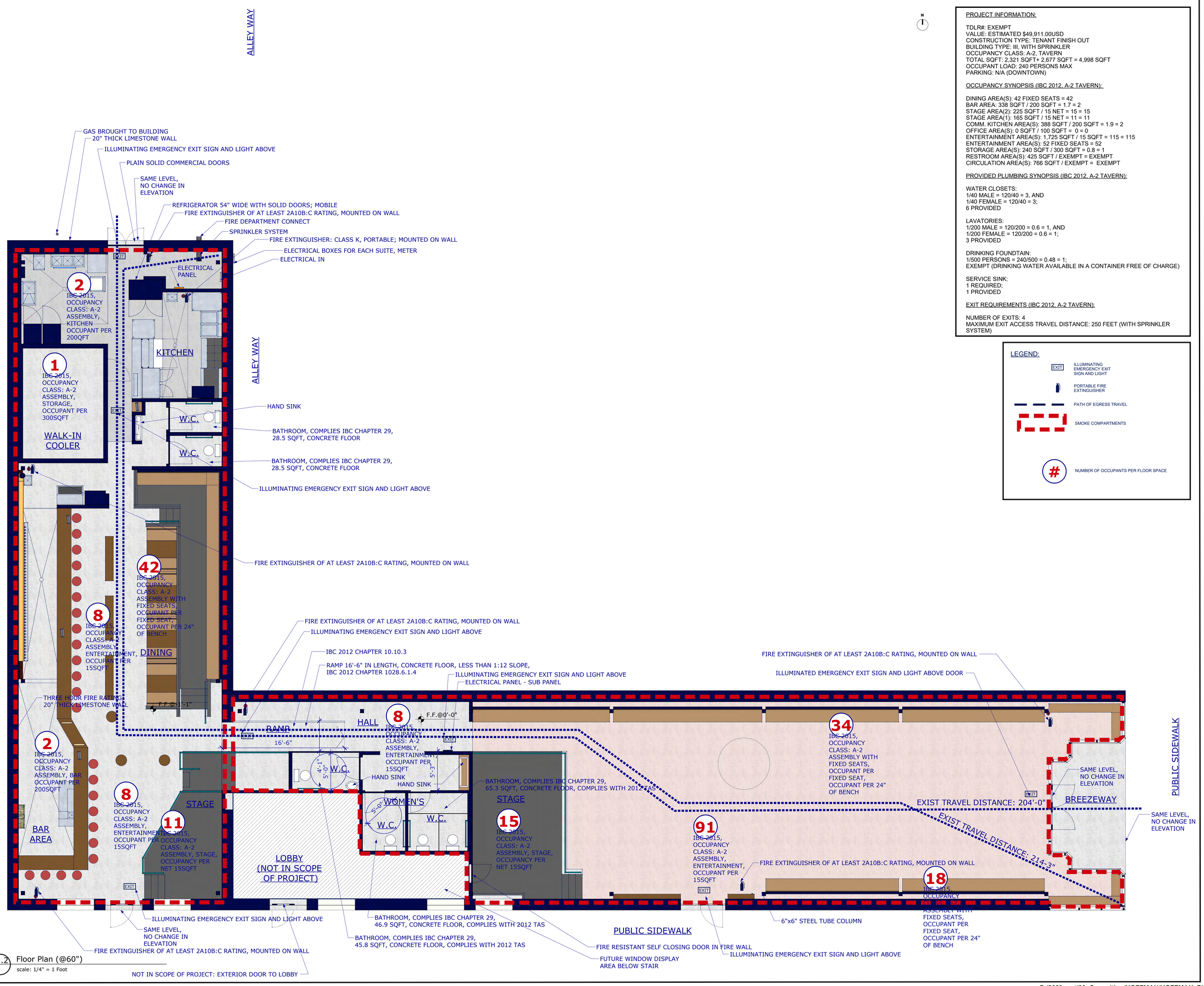
Mark Thompson
(512) 688.0394
markthompson60@gmail.com
Georgetown, Texas

FLOOR PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A1.1



A1.2 / 1 Floor Plan (@60")
scale: 1/4" = 1 Foot

N

PROJECT INFORMATION:

TDLR#: EXEMPT
VALUE: ESTIMATED $49,911.00USD
CONSTRUCTION TYPE: TENANT FINISH OUT
BUILDING TYPE: III, WITH SPRINKLER
OCCUPANCY CLASS: A-2, TAVERN
TOTAL SQFT: 2,321 SQFT+ 2,677 SQFT = 4,998 SQFT
OCCUPANT LOAD: 240 PERSONS MAX
PARKING: N/A (DOWNTOWN)

OCCUPANCY SYNOPSIS (IBC 2012, A-2 TAVERN):

DINING AREA(S): 42 FIXED SEATS = 42
BAR AREA: 338 SQFT / 200 SQFT = 1.7 = 2
STAGE AREA(2): 225 SQFT / 15 NET = 15 = 15
STAGE AREA(1): 165 SQFT / 15 NET = 11 = 11
COMM. KITCHEN AREA(S): 388 SQFT / 200 SQFT = 1.9 = 2
OFFICE AREA(S): 0 SQFT / 100 SQFT = 0 = 0
ENTERTAINMENT AREA(S): 1,725 SQFT / 15 SQFT = 115 = 115
ENTERTAINMENT AREA(S): 52 FIXED SEATS = 52
STORAGE AREA(S): 240 SQFT / 300 SQFT = 0.8 = 1
RESTROOM AREA(S): 425 SQFT / EXEMPT = EXEMPT
CIRCULATION AREA(S): 766 SQFT / EXEMPT = EXEMPT

PROVIDED PLUMBING SYNOPSIS (IBC 2012, A-2 TAVERN):

WATER CLOSETS:
1/40 MALE = 120/40 = 3, AND
1/40 FEMALE = 120/40 = 3;
6 PROVIDED

LAVATORIES:
1/200 MALE = 120/200 = 0.6 = 1, AND
1/200 FEMALE = 120/200 = 0.6 = 1;
3 PROVIDED

DRINKING FOUNDTAIN:
1/500 PERSONS = 240/500 = 0.48 = 1;
EXEMPT (DRINKING WATER AVAILABLE IN A CONTAINER FREE OF CHARGE)

SERVICE SINK:
1 REQUIRED;
1 PROVIDED

EXIT REQUIREMENTS (IBC 2012, A-2 TAVERN):

NUMBER OF EXITS: 4
MAXIMUM EXIT ACCESS TRAVEL DISTANCE: 250 FEET (WITH SPRINKLER SYSTEM)

LEGEND:

- EXIT — ILLUMINATING EMERGENCY EXIT SIGN AND LIGHT
- PORTABLE FIRE EXTINGUISHER
- PATH OF EGRESS TRAVEL
- SMOKE COMPARTMENTS
- # — NUMBER OF OCCUPANTS PER FLOOR SPACE

Tare Away Scales for in the field needs:

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c: Davin Consulting
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e: davinhoyt@gmail.com
NOT A PLAYER HATER

BARRELS AND AMPS

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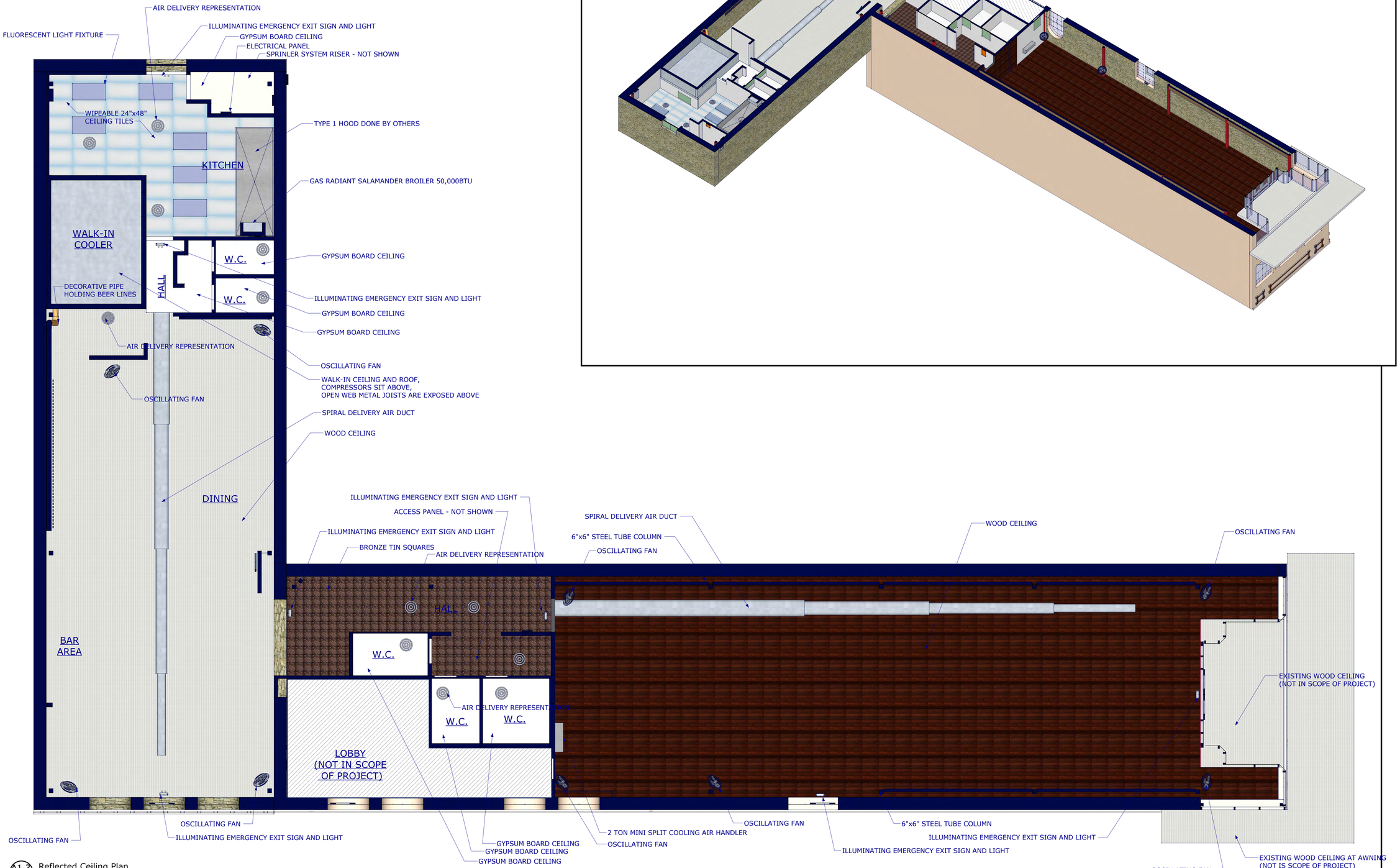
IBC 2012 CODE ANALYSIS

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A1.2

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A1.3 / 1 Reflected Ceiling Plan

scale: 1/4" = 1 Foot

Tare Away Scales for in the field needs:

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BARRELS AND AMPS

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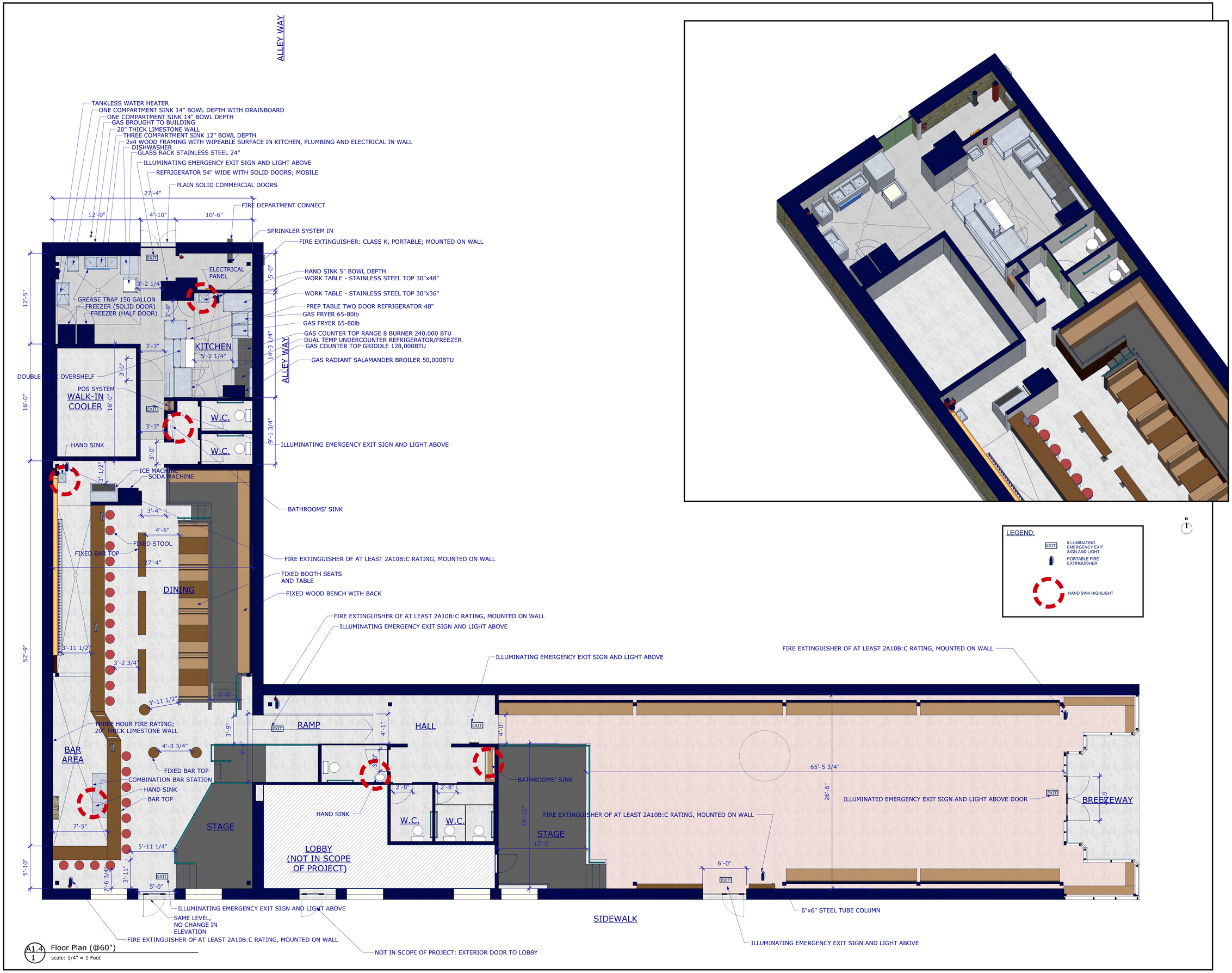
REFLECTED CEILING PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A1.3

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A1.4
1
Floor Plan (@60")
scale: 1/4" = 1 Foot

Tare Away Scales for in the field needs:

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Georgetown, Texas

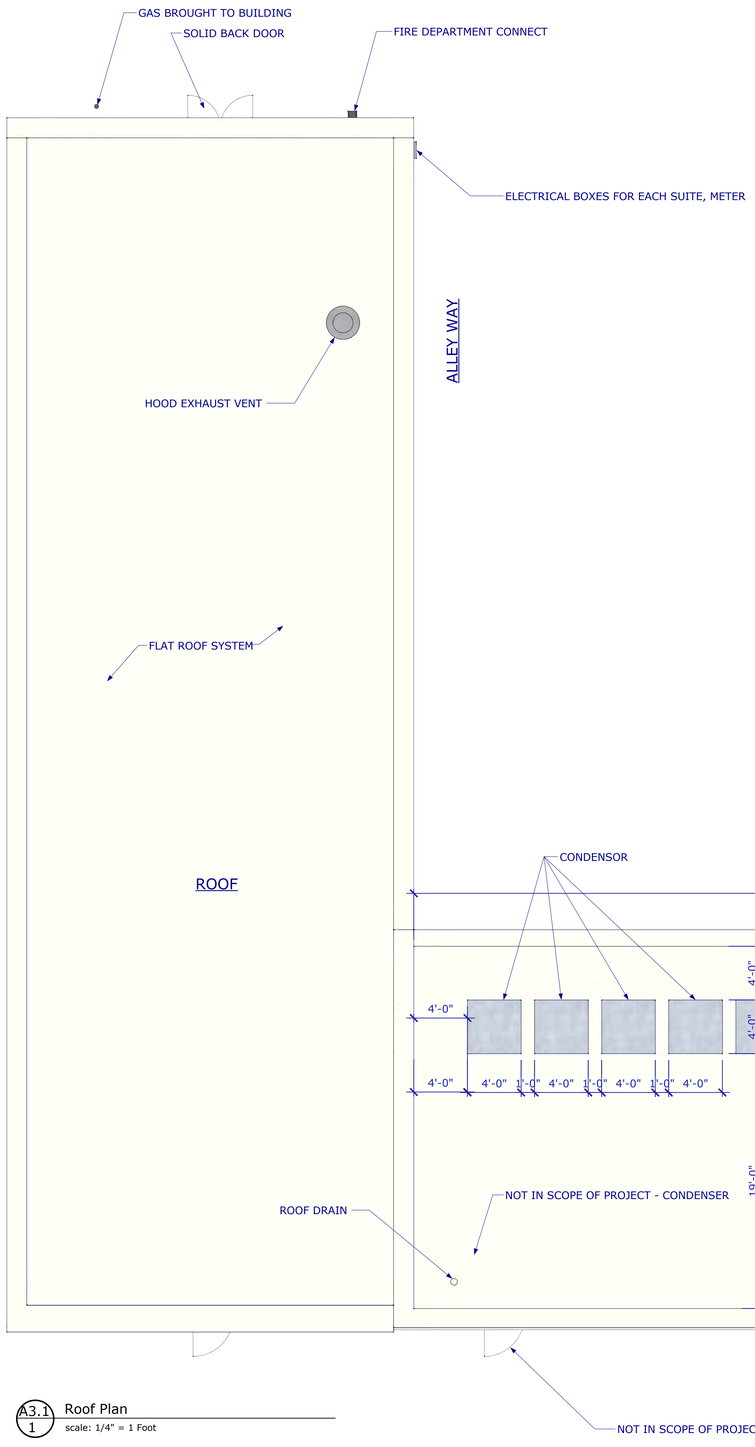
HEALTH SERVICES REVIEW

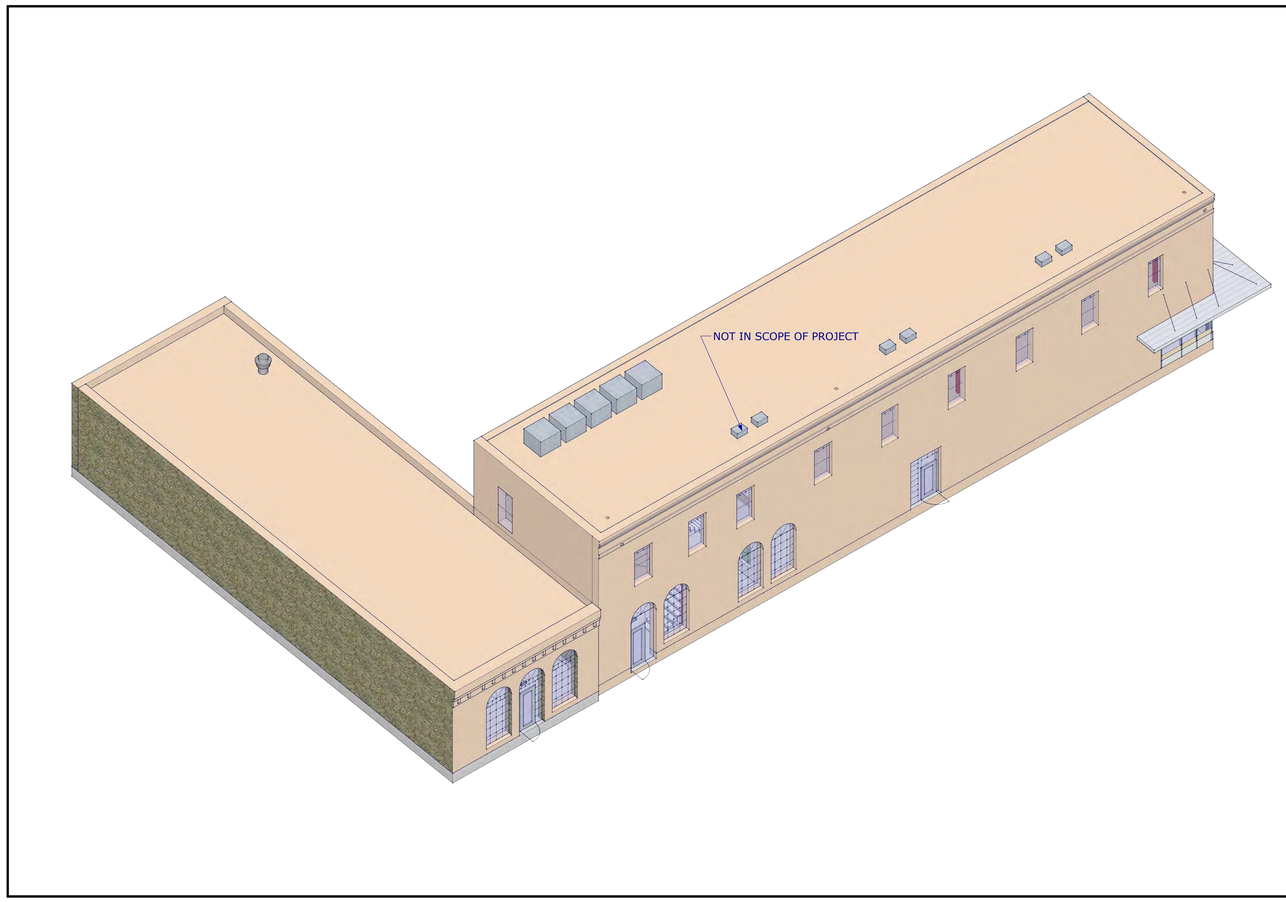
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Rev.: 07/31/2018

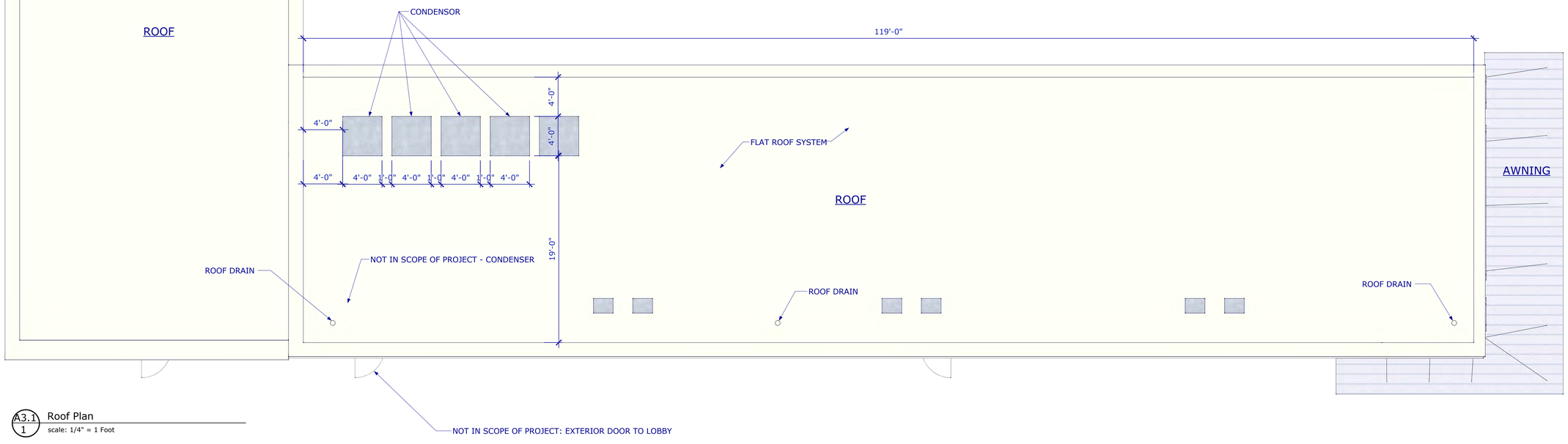
Print Size: 48"x36"

A1.4

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A3.1
1
Roof Plan
scale: 1/4" = 1 Foot

Tare Away Scales for in the field needs:

AUTHOR INFORMATION:

a: Davin Hoyt
c: Davin Consulting
p: (737) 402.9843
e: davinhoyt@gmail.com
NOT A PLAYER HATER

BARRELS AND AMPS

817 S. Austin Avenue, Georgetown, Texas 78626

CLIENT INFORMATION:

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Georgetown, Texas

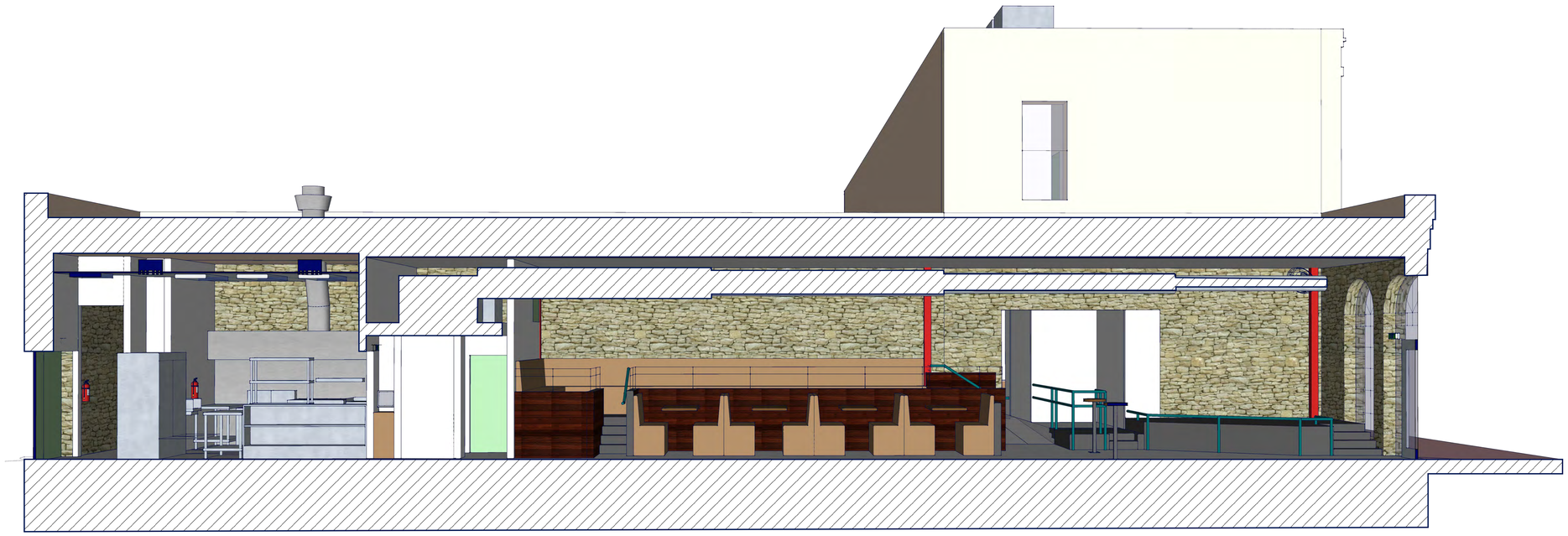
ROOF PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

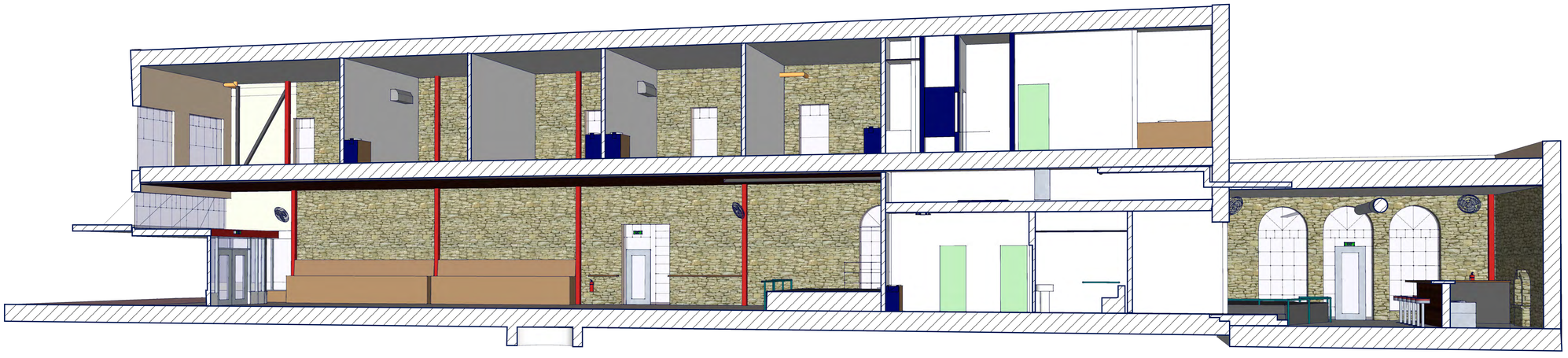
Print Size: 48"x36"

A3.1

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A4.3
1
Section: AA
scale: none



A4.3
2
Section: BB
scale: none

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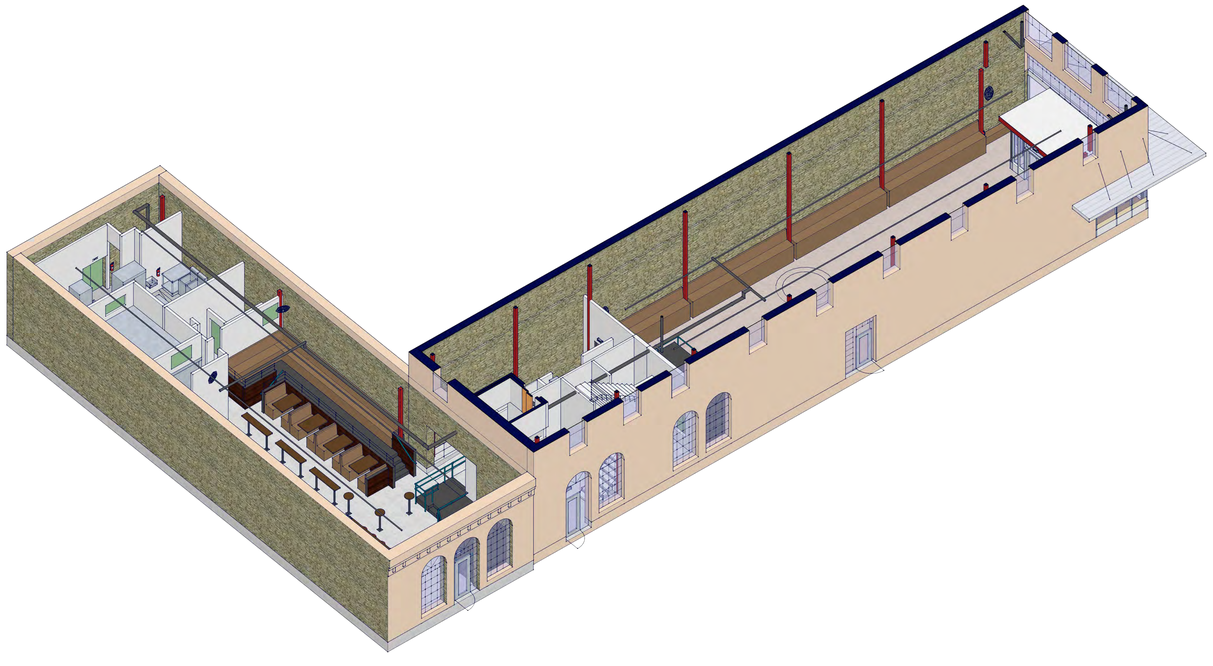
SECTIONS

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A4.3

C:/2009_out/00_Consulting/HOFFMAN/HOFFMAN_PLANXX



A5.1
1
Sprinkler Plan
scale: 1/4" = 1 Foot

Tare Away Scales for in the field needs:

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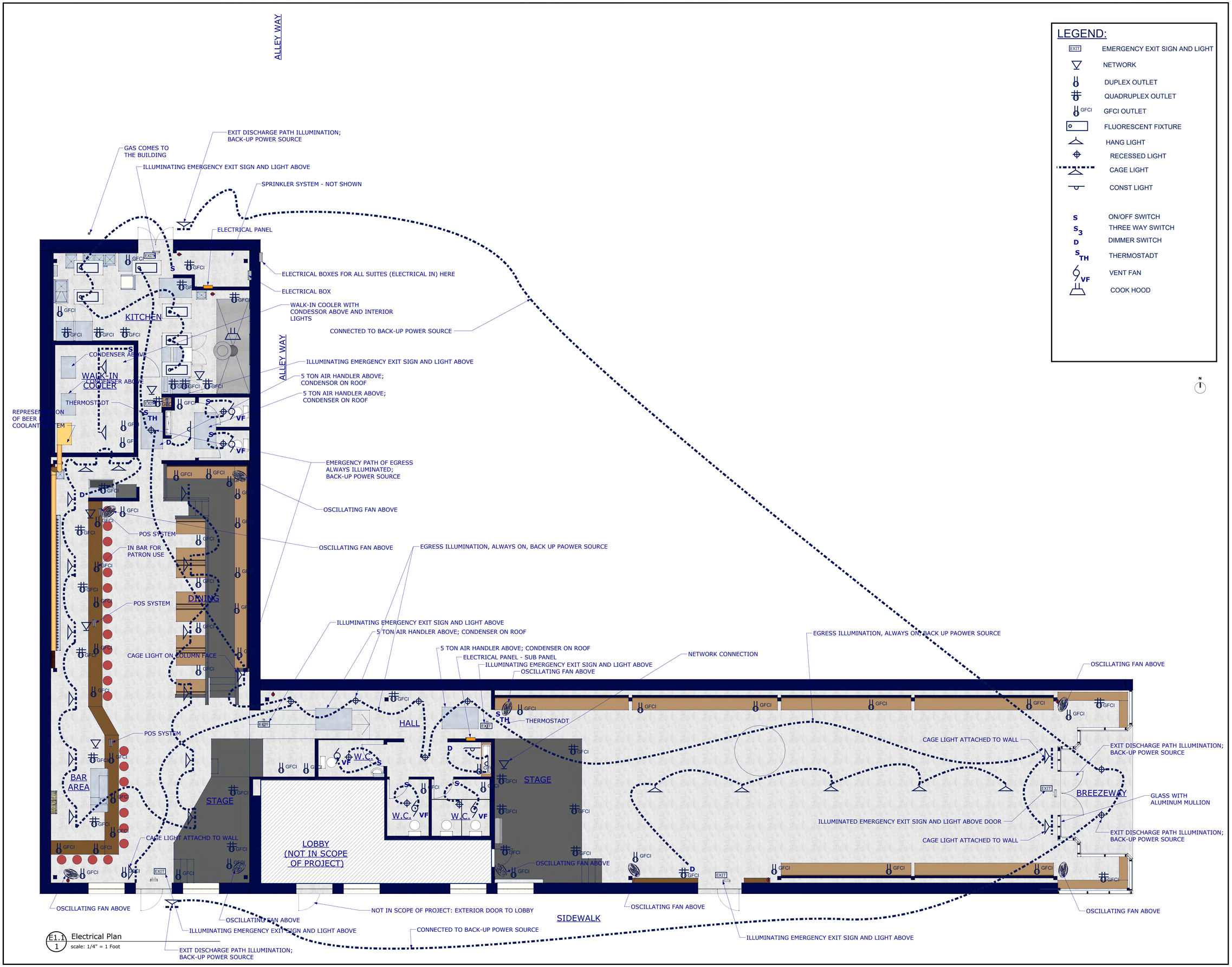
SPRINKLER PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A5.1

C:/2009_out/00_Consulting/HOFFMAN/HOFFMAN_PLANXX



E1.1 / 1 Electrical Plan
scale: 1/4" = 1 Foot

LEGEND:

- EXIT — EMERGENCY EXIT SIGN AND LIGHT
- NETWORK
- DUPLEX OUTLET
- QUADRUPLEX OUTLET
- GFCI — GFCI OUTLET
- FLUORESCENT FIXTURE
- HANG LIGHT
- RECESSED LIGHT
- CAGE LIGHT
- CONST LIGHT
- S — ON/OFF SWITCH
- S_3 — THREE WAY SWITCH
- D — DIMMER SWITCH
- S_{TH} — THERMOSTADT
- VF — VENT FAN
- COOK HOOD

Tare Away Scales for in the field needs:

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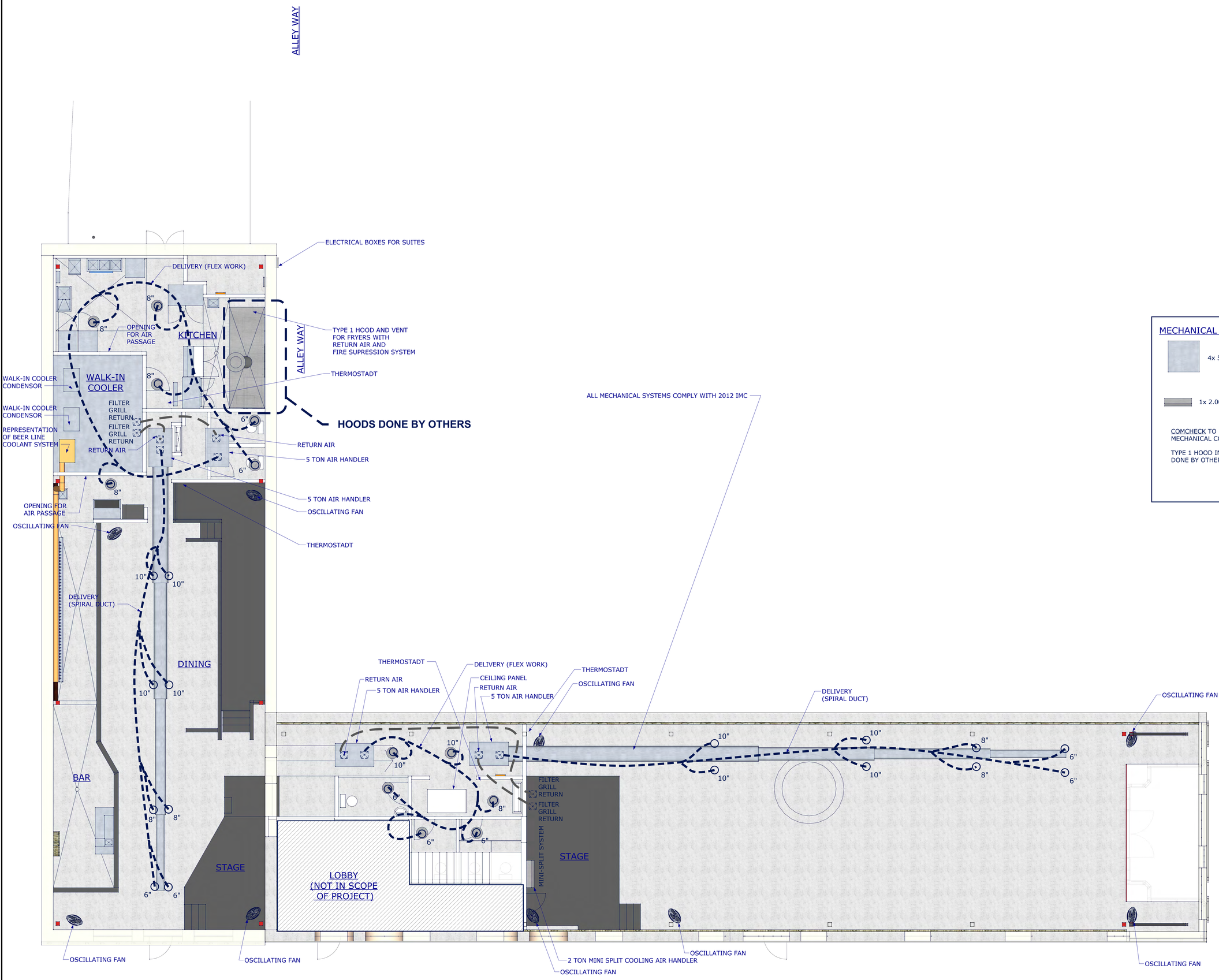
ELECTRICAL PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

E1.1

C:/2009_out/00_Consulting/HOFFMAN/HOFFMAN_PLANXX



M1.1
1 Mechanical Plan
scale: 1/4" = 1 Foot

MECHANICAL INFORMATION

4x 5.00 TON UNIT

1x 2.00 TON MINI-SPLIT UNIT

COMCHECK TO BE DONE BY MECHANICAL CONTRACTOR.

TYPE 1 HOOD IN KITCHEN DONE BY OTHERS.

Tare Away Scales for in the field needs:

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BARRELS AND AMPS

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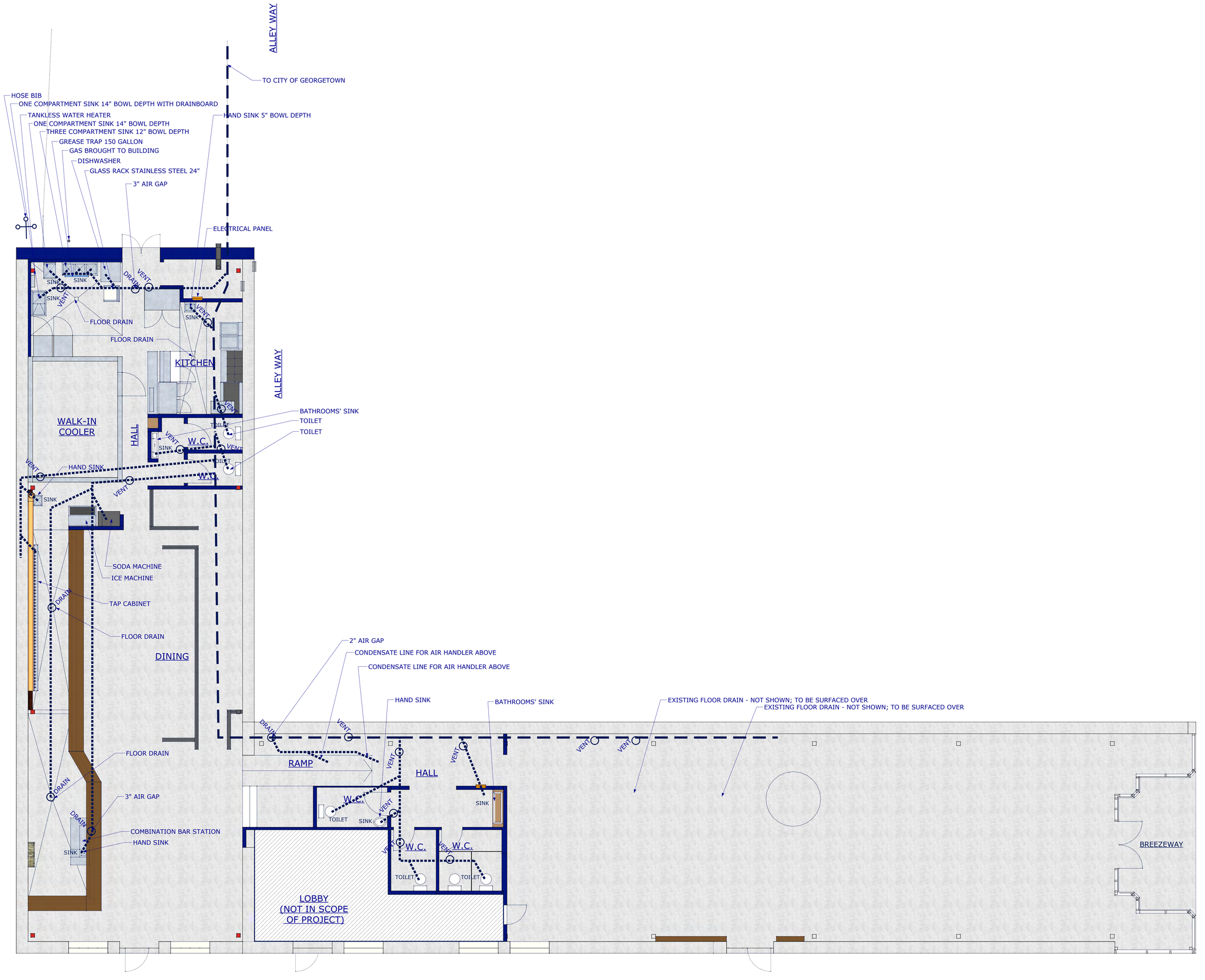
MECHANICAL PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

M1.1

C:/2009_out/00_Consulting/HOFFMAN/HOFFMAN_PLANXX



P1.1 / 1 Plumbing Plan
scale: 1/4" = 1 Foot

Tare Away Scales for in the field needs:

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PLUMBING PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

P1.1

C:/2009_out/00_Consulting/HOFFMAN/HOFFMAN_PLANXX

DISCLAIMER:

THIS PROJECT HAS BEEN AUTHORED BY DAVIN HOYT OF GEORGETOWN, TEXAS.
DAVIN HOYT IS NOT A REGISTERED OR LICENSED ARCHITECT IN ANY OF THE UNITED STATES.

PROJECT PARAMETERS:

BUILDING CODE: INTERNATIONAL BUILDING CODE 2012
MECHANICAL CODE: INTERNATIONAL MECHANICAL CODE 2012
PLUMBING CODE: INTERNATIONAL PLUMBING CODE 2012
ELECTRICAL CODE: NATIONAL ELECTRICAL CODE 2012
FIRE CODE: INTERNATIONAL FIRE CODE 2012
HANDICAPPED ACCESSIBILITY:

PROJECT DATA:

ERECT CONSTRUCTION TYPE: STEEL TUBE COLUMNS WITH HOLDING OPEN WEB METAL JOISTS AND CONCRETE OVER METAL DECKING, EXTERIOR
LIMSTONE WALLS STAND ALONE WITH NEW TIES TO STEEL TUBE COLUMNS
EXTERIOR WALL FINISH: STUCCO, SOME EXPOSED LIMESTONE OF EXTERIOR WALLS
EXTERIOR ROOF FINISH: RIGID INSULATION FLAT ROOF
FOUNDATION TYPE: CONCRETE SLAB(S), COLUMNS HAVE CONCRETE FOOTERS, WALLS HAVE LINEAR CONCRETE FOOTERS
CONCRETE SLAB AREA(S): 3,584 SQFT, AND 2,628 SQFT
IMPERVIOUS COVER AREA: 7,024 SQFT
PERVIOUS COVER AREA: 0 SQFT
SITE AREA: ESTIMATED 7,024 SQFT
BREEZEWAY AREA: 150 SQFT
MUSIC AREA: 2,138 SQFT
KITCHEN AREA: 388 SQFT
TAP ROOM AREA: 1,576 SQFT
FLOOR DRAINS: 4
TOILET COUNT: 6
SINK COUNT: 9
ELECTRICAL ACCESS: THREE PHASE
BUILDING PERIMETER LENGTH: 480 FT
SEWAGE: CITY OF GEORGETOWN
GAS APPLIANCES: (2) FRYER 65-80lb, COUNTER TOP RANGE 8 BURNER 240,000BTU, COUNTER TOP GRIDDLE 128,000BTU,
RADIANT SALAMANDER BROILER 50,000BTU
ELECTRIC APPLIANCES: VENT FAN, (8) OSCILLATING FAN, (4) 5 TON AIR HANDLERS AND CONDENSORS, (2) WALK-IN COOLER CONDENSORS,
(2) TANKLESS WATER HEATER

PROJECT INFORMATION:

TDLR#: EXEMPT
VALUE: ESTIMATED $49,911.00USD
CONSTRUCTION TYPE: TENANT FINISH OUT
BUILDING TYPE: III, WITH SPRINKLER
OCCUPANCY CLASS: A-2, TAVERN
TOTAL SQFT: 2,321 SQFT+ 2,677 SQFT = 4,998 SQFT
OCCUPANT LOAD: 240 PERSONS MAX
PARKING: N/A (DOWNTOWN)

OCCUPANCY SYNOPSIS (IBC 2012, A-2 TAVERN):

DINING AREA(S): 42 FIXED SEATS = 42
BAR AREA: 338 SQFT / 200 SQFT = 1.7 = 2
STAGE AREA(2): 225 SQFT / 15 NET = 15 = 15
STAGE AREA(1): 165 SQFT / 15 NET = 11 = 11
COMM. KITCHEN AREA(S): 388 SQFT / 200 SQFT = 1.9 = 2
OFFICE AREA(S): 0 SQFT / 100 SQFT = 0 = 0
ENTERTAINMENT AREA(S): 1,725 SQFT / 15 SQFT = 115 = 115
ENTERTAINMENT AREA(S): 52 FIXED SEATS = 52
STORAGE AREA(S): 240 SQFT / 300 SQFT = 0.8 = 1
RESTROOM AREA(S): 425 SQFT / EXEMPT = EXEMPT
CIRCULATION AREA(S): 766 SQFT / EXEMPT = EXEMPT

PROVIDED PLUMBING SYNOPSIS (IBC 2012, A-2 TAVERN):

WATER CLOSETS:
1/40 MALE = 120/40 = 3, AND
1/40 FEMALE = 120/40 = 3;
6 PROVIDED

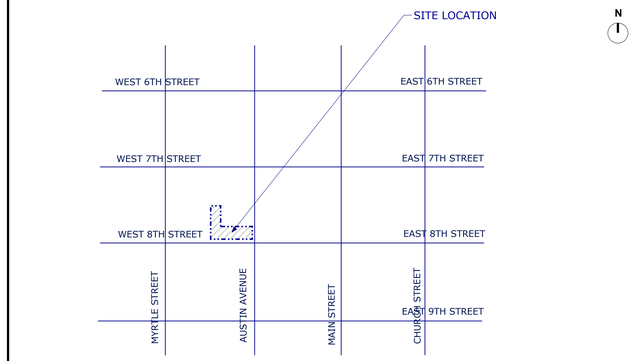
LAVATORIES:
1/200 MALE = 120/200 = 0.6 = 1, AND
1/200 FEMALE = 120/200 = 0.6 = 1;
3 PROVIDED

DRINKING FOUNDTAIN:
1/500 PERSONS = 240/500 = 0.48 = 1;
EXEMPT (DRINKING WATER AVAILABLE IN A CONTAINER FREE OF CHARGE)

SERVICE SINK:
1 REQUIRED;
1 PROVIDED

EXIT REQUIREMENTS (IBC 2012, A-2 TAVERN):

NUMBER OF EXITS: 4
MAXIMUM EXIT ACCESS TRAVEL DISTANCE: 250 FEET (WITH SPRINKLER SYSTEM)



C1.0 / 2 VICINITY MAP
scale: not to scale



C1.0 / 1 Project Perspective View
scale: none

Tare Away Scales for in the field needs:

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BARRELS AND AMPS

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CLIENT INFORMATION:

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COVER PAGE AND VICINITY MAP

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Print Size: 48"x36"

C1.0

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LETTER OF INTENT TO OBTAIN SPECIAL USE PERMIT

City of Georgetown Planning Department

Please accept this letter of intent to obtain a Special Use Permit for Bar/restaurant and event center for 718 S. Austin Ave. Georgetown TX., It is currently zone MU-DT and as such, requires a special use permit for this site.

-General Concept -

A casual but swanky-nostalgic Texas Pub/Gathering place. The overall space will offer two areas of interest; Bar /Draft side on 8th Ave, with a smart & unique menu, long bar, community tables in the center & retro booth seating against the 140 year old rock walls. This side also offers a small stage for casual entertainment such as music or comedy acts.

The other side with the main entrance on Austin Ave is more venue minded, and will be more versatile in what we can offer; such as Dueling Piano Bar nights, nostalgic film nights, Private party & reception use.

Both areas have a large common walkway and the building itself has 5 emergency exits (not including the upstairs rooftop access)

We have made sure the number of restrooms is well above what is required for a building of this size and concept.

To support the success of this concept, while preserving the historic exterior as well as the interior soul of the building, we have completely reinvented and remade the building to prepare it for its next 140 years of service to the community. It is what we boast to be the most modern and code compliant building on the square. A new steel structure and concrete foundation have given this building a new lease on life. Four out of five entrances to the building are now ADA compliant and access to the second floor of the main building has been upgraded with a new hotel grade Schindler elevator. The building has been upgraded with a total of 13 bathrooms, 5 of which are ADA compliant. The building has also been upgraded with a sprinkler system that covers 100% of the interior of the building. And a grease trap has been installed to support the new kitchen.

- Our Vision -

We recognize Georgetown is growing by leaps and bounds, and we are very excited to be a part of it by creating & offering what we hope will become a landmark destination point. This venue will be another great reason for the people to choose to come to the historic downtown of Georgetown rather than some other locale when they decide to go out for an afternoon or evening on the town.

We want this venue to be a draw for the entire community and to offer something for everyone. Everything about the concept down to the seating arrangement will be about bringing people together. In addition to live music, we hope to bring a rotation of entertainment such as classic movie night, comedy, vaudeville, a dueling piano concept to the venue. We also want it to be a gathering place for private events. It will offer a mix of events to keep community interest fresh and appealing.

- Security - Parking & Sound/Noise -

All of our normal day to day activities of operation will be serviced in-house by our experienced and highly trained managers, as well as the working owners.

Any larger events, we will contract with licensed & insured security services and / or Off-duty police personal as appropriate.

Parking is offered in a number of places in Downtown, and our studies have shown that approximately 50% of the guest visiting downtown Georgetown like to just park wherever is available and walk around discovering what the Square has to offer.

Besides all the Square parking there are several free parking lots in all surrounding corners as well as side streets including a planned new 4-story parking structure between 6th & 7th local off the Square.

Directly behind us a block away on 8th is another huge open parking lot, and this along with other Daytime business would be more than useful for our establishment since the majority of our business would be in the evening.

All entertainment will be monitored by managers as well as the owners of Barrels and Amps to assure that we are in compliance with all of the ordinances of the City of Georgetown.

Our managers will be provided with and trained on the use of decibel sound monitoring devices and they will be charged with assuring compliance with sound ordinances.

Both stages are intentionally oriented to project sound away from direct openings for optimum in-house sound absorption.

The management of Barrels and Amps will do everything possible to pre-screen all artists / performers to ensure that they will be a good fit for the venue as well as to represent the community of Georgetown. We will to assure that they are a good fit and will be required to read and sign agreements regarding notifications regarding house rules and city ordinances prior to being allowed to perform

EST. 1848
GEORGETOWN
TEXAS

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments From Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 718 S Austin Ave

Project Case Number: 2019-2-SUP P&Z Date: March 19, 2019 Case Manager: Madison Thomas

Name of Respondent: Chet Garner
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 211 W. 8th GTX 78626
(Address required for protest)

I am in FAVOR: ✓ I OBJECT: _____

Additional Comments:

This will be a vibrant addition to our square, bringing people, revenue, and raising the tides for all businesses.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

CHAPTER 12.05. - VALET PARKING

Sec. 12.05.010. - Definitions.

For the purposes of this Chapter:

"Director" means the Director of Planning and Development Services, or their designee.

"Licensee" means a person licensed under this Chapter to operate a valet parking service. The term includes any employee, agent, or independent contractor of the person in whose name the valet parking permit is issued.

"Valet parking permit" means a permit issued by the Director authorizing a valet parking service to use the City's right-of-way.

"Valet parking service" means a business, or any part of a business, which provides a person to operate a vehicle to and from a parking location so that the driver and any passengers in the vehicle may unload and load at their immediate destination.

(Ord. No. 2007-15, § 2)

Sec. 12.05.020. - Purpose.

This Chapter applies only to a valet parking service provided in connection with a commercial establishment or commercial activity and does not apply to occasional valet parking services provided at a private residences or in connection with a social or fundraising activity.

(Ord. No. 2007-15, § 2)

Sec. 12.05.030. - Valet parking permit required; application; issuance.

A. A person who desires to operate a valet parking service on public right-of-way, or on private property which requires the use of the public right-of-way for maneuvering vehicles, shall apply in writing to the Director for a valet parking permit. One application per site must be made to the Director. The application must be made by the owner or lessee of the premises benefiting from the proposed valet parking service or the valet parking service and must contain the following information:

1. The names, addresses, and telephone numbers of:
    a. The applicant;
    b. If the applicant is a lessee, the property owner; and
    c. The independent contractor, if any, the applicant will use to provide valet parking service;
2. The proposed location of the valet parking service and any valet parking service stands;
3. The number of spaces requested to be reserved for the valet parking service, each space being 25 feet long, if parallel to the curb, or nine feet wide, if head in to the curb; a minimum number of two spaces must be reserved unless the Director determines that because of special traffic conditions, a greater number of spaces is needed to efficiently operate the valet parking service;
4. The proposed hours and days of operation of the valet parking service;
5. The location of off-street parking, if off-street parking is to be used, and a signed agreement or other documentation showing that the applicant has a legal right to park vehicles at that off-street location;
6. Proof of insurance as required by Section 12.05.110; and

7. Copies of written notification to all property owners, or their representatives, located within 100 feet of, on the same side of the street as, and within the same block as the valet parking service location.

B. After reviewing the application and comments of any person notified in accordance with Subsection A.7., and upon receiving payment of all fees required by this Chapter, the Director shall issue a valet parking permit if the applicant meets the requirements of this article, within ten business days.

C. A licensee desiring to change the location or hours of operation of a valet parking service must submit a new application to the Director in accordance with this Section.

D. A valet parking permit expires one year from the date of issuance unless sooner terminated by the Director. A valet parking permit must be renewed at least 30 calendar days before expiration through a renewal application in which the licensee must disclose any changes related to the valet parking service and payment of all necessary fees. If renewal is denied by the Director then the licensee may appeal. Failure to apply for renewal of valet parking permit shall necessitate initiation of a new application.

(Ord. No. 2007-15, § 2)

Sec. 12.05.040. - Violations.

A. It shall be an offense to operate a valet parking service within the City on a public right-of-way for maneuvering vehicles without a valet parking permit issued by the Director.

(B) It shall be an offense if, at a time other than the hours and days of operation authorized in a licensee's valet parking permit, licensee or licensee's employee, agent, or independent contractor operates a valet parking service within the City on a public right-of-way.

(Ord. No. 2007-15, § 2)

Sec. 12.05.050. - Fees.

A. The licensee must pay an annual fee of $150.00 for each approved application. If a licensee is providing valet parking services for multiple locations, the licensee shall only be required to pay the annual fee once and shall not be required to pay the annual fee for each application.

B. If the Director determines that more than two spaces are necessary, the fee shall be $50.00 per additional space per year.

C. Nonprofit organizations shall be exempt from these fees. Documentation acceptable to the Director showing the nonprofit status shall be submitted with the application.

(Ord. No. 2007-15, § 2)

Sec. 12.05.060. - Denial or revocation of valet parking permit; temporary suspension.

A. The Director shall deny a valet parking permit if:

1. The applicant fails to comply with the requirements of this Chapter or other applicable law;

2. The applicant makes a false statement of material fact or omission on an application for a valet parking permit; or

3. The Director determines that the operation of the valet parking service would:

a. Endanger the safety of persons or property or otherwise not be in the public interest;

b. Unreasonably interfere with pedestrian or vehicular traffic;

c. Unreasonably interfere with the use of a pole, traffic sign, traffic signal, hydrant, mailbox or other object permitted at or near the proposed location of the valet parking service; or

d. Unreasonably interfere with an existing use permitted at or near the proposed location of the valet parking service.

B. The Director shall revoke a valet parking permit if:

1. The licensee fails to comply with the requirements of the valet parking service of this Chapter, or other applicable law;

2. The licensee made a false statement or omission of material fact on an application for a valet parking permit; or

3. The Director determines that the operation of the valet parking service:

a. Endangers the safety of persons or property or is otherwise not in the public interest;

b. Unreasonably interferes with pedestrian or vehicular traffic;

c. Unreasonably interferes with the use of a pole, traffic sign, traffic signal, hydrant, mailbox, or other object permitted at or near the location of the valet parking service; or

d. Unreasonably interferes with an existing use permitted at or near the location of the valet parking service.

C. After receipt of notice of revocation, the permit holder shall immediately discontinue providing valet parking service using the public right-of-way.

D. The Director may temporarily suspend the operations of a valet parking service if the public right-of-way reserved by the valet parking service is needed for construction, maintenance, or repair of streets or utilities.

E. The Police or Fire Chief, or their designated representatives, may temporarily suspend the operations of a valet parking service if the public right-of-way reserved by the valet parking service is needed for an emergency or temporary use.

F. If the Director revokes, denies or suspends a permit, licensee shall receive written notice of his action, the reason for the revocation, denial or suspension and that the licensee has the right to appeal Director's decision. The decision of the Director is final unless a timely appeal is made.

(Ord. No. 2007-15, § 2)

Sec. 12.05.070. - Appeal of denial or revocation of a valet parking permit.

A. A person may appeal a denial, suspension or revocation of valet parking permit if he or she requests an appeal, in writing, received by the City Manager not more than ten days after notice of the action of the Director is received by the applicant.

B. The City Manager or his designated representative shall act as the appeals hearing officer in an appeal under this Section. The hearing officer shall give the appealing party an opportunity to present evidence and make argument in his or her behalf. The formal rules of evidence shall not apply to an appeal hearing under this Section, and the hearing officer shall make a ruling on the basis of a preponderance of the evidence presented at the hearing

C. The hearing officer may affirm, modify or reverse all or part of the action of the Director being appealed. The decision of the hearing officer is final.

D. All notices required under this article shall be in writing and sent certified or registered, return receipt requested through the United Postal Service.

(Ord. No. 2007-15, § 2)

Sec. 12.05.080. - Standards for operation of a valet parking service.

A. A licensee shall:

1. Allow only employees and independent contractors who hold a valid state driver's license, and who are covered by the insurance required by Section 12.05.110, to operate any vehicle in connection with the valet parking service;
2. Operate the valet parking service in a manner that does not:
    a. Use or occupy more of the public right-of-way than is allowed by the valet parking permit;
    b. Obstruct a pedestrian's use of a sidewalk;
    c. Obstruct a vehicle operator's ability to see any part of an intersecting road; or
    d. Injure, damage, or create a hazard to persons or property;
3. Place no more than one valet parking service stand on the public right-of-way;
4. Not place nor allow the placement of a sign advertising the valet parking service in the public right-of-way; except as provided for under Section 12.05.090.
5. Not park nor allow the parking or standing of a vehicle in a valet parking service space. Said space shall only be used for loading and unloading passengers; in no event shall a vehicle be allowed to remain in a valet parking service space for more than five minutes;
6. Not park a vehicle on the public right-of-way and shall use only an off-street parking location to park a vehicle accepted for valet parking service; and
7. Notify the Director within ten days of a change in the location of off-street parking and provide Director with a signed agreement or other documentation showing that the licensee has a legal right to park vehicles at the new location.

B. Except for the authorized hours of operation of a valet parking service, spaces reserved by the valet parking service shall be available for use by the general public on a first-come, first served basis in accordance with posted signs and other traffic control devices, except where parking is restricted or prohibited.

(Ord. No. 2007-15, § 2)

Sec. 12.05.090. - Valet parking service stands.

A. A licensee may place one valet parking service stand on the public right-of-way at a location approved by the Director. The valet parking service stand must be necessary to the general conduct of the valet parking service and shall be used for such purposes, including, but not limited to, the dispatch of valets and the storage of keys, umbrellas and other necessary items.

B. A valet parking service stand shall:

1. Not occupy an area of the public right-of-way exceeding four feet in width and four feet in depth;
2. Not be affixed to the public right-of-way in any manner;
3. Be removed from the public right-of-way when the valet parking service is not being operated; and
4. Not unreasonably interfere with pedestrian or vehicular traffic.

C. A name and/or logo may be placed on a valet parking service stand for the sole purpose of identifying the valet parking service. The identification of the valet parking service shall not have dimensions greater than four feet high and four feet wide.

D. Shall be made of materials and colors complimentary to the premises which the valet service is being provided.

(Ord. No. 2007-15, § 2)

Sec. 12.05.100. - Location of a valet parking service.

A. Spaces and stands for a valet parking service may not:

1. Be within ten feet of a crosswalk;
2. Be within ten feet of a fire hydrant, fire call box, police or other emergency facility;
3. Be within five feet of a driveway;
4. Be within three feet in front of or 15 feet behind a sign marking a designated bus stop;
5. Be within five feet of a bus bench; or
6. Reduce the unobstructed space for the passage of pedestrians to less than four feet.

B. The Director may vary the distances prescribed in Subsection A. when warranted by special vehicular or pedestrian traffic conditions.

C. The licensee must provide to the Director a site map showing location of valet parking, placement of valet stand, and off-site valet parking. This map shall also include the placement of any traffic cones to be used.

(Ord. No. 2007-15, § 2)

Sec. 12.05.110. - Insurance.

A. A licensee shall procure, or cause to be procured, and keep in full force and effect, and shall keep on file with the Director, a policy of garage liability and garage keepers liability insurance, as evidenced by a certificate of insurance issued by a casualty insurance company authorized to do business in this state and accepted by the risk management division of the finance department. The insured provisions of the policy must name the City of Georgetown, and its officers and employees, as additional insureds and the coverage provisions must insure the public from loss or damage that may arise to any person or property by reason of the operation of a valet parking service by the licensee.

B. The garage liability insurance shall provide liability for bodily injury and property damage resulting from the garage operations or operations of any auto whether or not owned by the insured and shall be in the minimum limit of $1,000,000.00; other than garage operations which shall be $1,000,000.00 per occurrence and an aggregate of $2,000,000.00.

C. In addition, the garage keepers insurance must provide a limit of liability for property damage of not less than $1,000,000.00 for vehicles in the care custody and control of the licensee. Maximum deductibles shall not exceed $1,000.00 per unit, $5,000.00 per loss comprehensive, and $1,000.00 for collision.

D. The insurance policy required by subsection A. shall contain an endorsement which provides for ten days notice to the Director in the event of any material change or cancellation of the policy.

E. Upon the Director's approval, an exception to the following requirements may be made if the exclusion of garage liability is waived and endorsed by the commercial general liability insurance policy to include garage operations.

F. This Section does not preclude additional or more stringent requirements for valet parking services operated under a contract with the City.

(Ord. No. 2007-15, § 2)

Sec. 12.05.120. - Indemnification and hold harmless.

A licensee, and any independent contractor used by the licensee, must execute a written agreement to indemnify and hold harmless the City and its officers and employees against all claims or injury or damage to persons or property arising out of the operation of the valet parking service by the licensee.

(Ord. No. 2007-15, § 2)

Sec. 12.05.130. - Signs and markings.

The Director, or his designated representative, is authorized to place City signs or curb markings at a location licensed for a valet parking service pursuant to this Chapter. The signs and markings shall:

1. Indicate that the location is restricted for use by a valet parking service;
2. State the days and hours of operation of the valet parking service; and
3. Include a tow away sign.

(Ord. No. 2007-15, § 2)

Sec. 9.06.020. - Alternative Parking Plans in a Historic Overlay District.

A. **General.**

Within any Historic Overlay District, the Historic Preservation Officer, or designee, shall be authorized to approve alternatives to providing the number of off-street parking spaces required in accordance with this Section.

B. **Procedure.**

Alternative Parking Plans shall be reviewed and approved by the Historic Preservation Officer, or designee following the procedures of the Administrative Exception process established in Section 3.16 of this Code.

C. **Recording of Approved Plans.**

Where an Alternative Parking Plan requires use of property other than the subject property, an attested copy of an approved Alternative Parking Plan must be recorded with the County Clerk on forms made available in the Planning Department. An Alternative Parking Plan may be amended by following the same procedure required for the original approval. The applicant shall provide proof of recording prior to approval of the Certificate of Occupancy.

D. **On-Street Parking.**

The Historic Preservation Officer, or designee, may approve counting on-street parking spaces to satisfy the requirements for off-street parking. Such on-street parking shall be located on public right-of-way immediately abutting the subject property and shall be reviewed by the Development Engineer for compliance with City's standards for use of rights-of-way.

E. **Off-Site Parking.**

The Historic Preservation Officer, or designee, may approve the location of required off-street parking spaces on a separate lot from the lot on which the principal use is located if the off-site parking complies with all of the following standards.

1. **Location.**

No off-site parking space may be located more than 900 feet from the primary entrance of the use served (measured along the shortest legal pedestrian route) unless remote parking shuttle service is provided. Off-site parking spaces may not be separated from the use served by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway is provided or other traffic control or remote parking shuttle service is provided.

2. **Zoning Classification.**

Off-site parking areas require the same or a more intensive zoning classification than required for the use served.

3. **Agreement for Off-Site Parking.**

In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement between the record owners will be required. The agreement must be for a specified time, and guarantee the use of the off-site parking area for a minimum of five years. An attested copy of the agreement between the owners of record must be submitted to the Historic Preservation Officer, or designee, for recording in form established by the City Attorney. Recording of the agreement must take place before issuance of a Building Permit or Certificate of Occupancy for any use to be served by the off-site parking area. An off-site parking agreement may be terminated only if all required off-street parking spaces will be provided. No use shall be continued if the parking is removed unless substitute parking facilities

are provided, and the Historic Preservation Officer, or designee, shall be notified at least 60 days prior to the termination of a lease for off-site parking.

F. **Shared Parking.**

The Historic Preservation Officer, or designee, may approve shared parking facilities for developments or uses with different operating hours or different peak business periods if the shared parking complies with all of the following standards.

1. **Location.**

Shared parking spaces must be located within 600 feet of the primary entrance of all uses served, unless remote parking shuttle bus service is provided.

2. **Zoning Classification.**

Shared parking areas require the same or a more intensive zoning classification than required for the use served.

3. **Shared Parking Study.**

Those wishing to use shared parking as a means of satisfying off-street parking requirements must submit a shared parking analysis to the City that clearly demonstrates the feasibility of shared parking. The study must be provided in a form established by the City and made available to the public. It must address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.

4. **Agreement for Shared Parking.**

A shared parking plan will be enforced through written agreement among all owners of record. An attested copy of the agreement between the owners of record must be submitted to the City for recording in a form established by the City Attorney. Recording of the agreement must take place before issuance of a Building Permit for any use to be served by the off-site parking area. A shared parking agreement may be terminated only if all required off-street parking spaces will be provided.

G. **Fee-In Lieu of Parking.**

The Historic Preservation Officer, or designee, may approve the acceptance of a fee-in-lieu of required parking in extreme cases where none of the alternatives above, alone or in combination, provide for the requisite number of spaces. Such fee shall be based on the cost of land acquisition, construction (including landscaping and lighting), and the estimated cost of maintenance for a period of ten years. Such fee shall be placed in a dedicated fund to provide parking solutions in the affected portion of the Downtown area or other affected project area where the project is not within the Downtown.

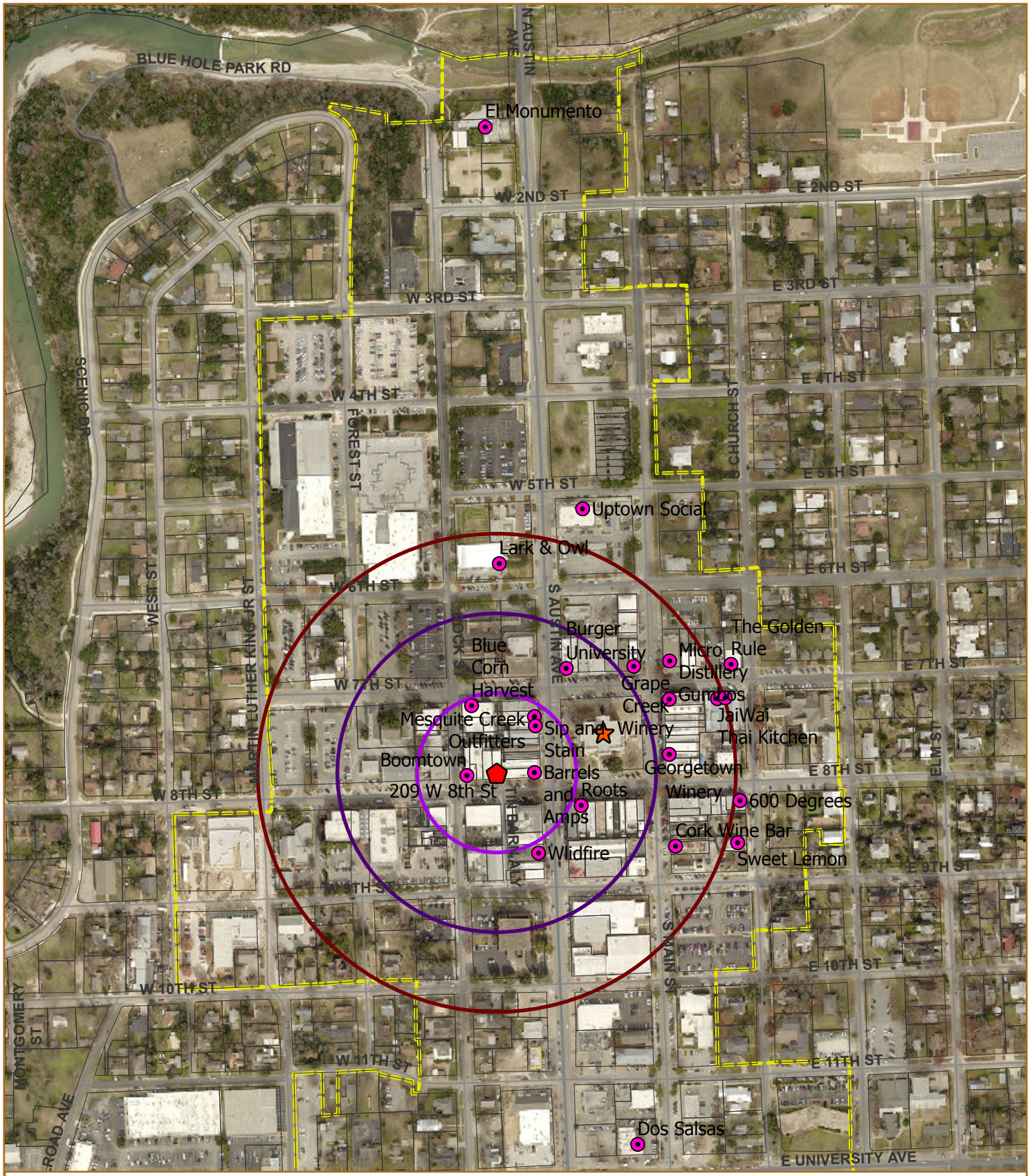
H. **Other Eligible Alternatives.**

The Historic Preservation Officer, or designee, may approve any other alternative to providing off-street parking spaces on the site of the subject development if the applicant demonstrates to the satisfaction of the City that the proposed plan will function equally well in protecting surrounding neighborhoods, maintaining traffic circulation patterns, and promoting quality urban design than would strict compliance with otherwise applicable off-street parking standards. Such alternatives may include, but are not limited to, the use of tandem parking spaces.

(Ord. No. 2015-34, § 2(Exh. A), 5-12-2015; Ord. No. 2017-15, § 2, 2-28-2017)

Note— Former Section 9.02.060.

Downtown Alcohol Establishments



Parcels

Downtown Overlay

Williamson County Historic Courthouse

209 W 8th St

Downtown Alcohol Establishments

Buffer

250

500

750

N

0 380 760

Feet

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, granting a Special Use Permit for the specific uses of 1) "Bar, Tavern, or Pub", and 2) "Event Facility" within the Mixed-Use Downtown (MU-DT) zoning district, for the property located at 718 S Austin Ave, bearing the legal description of 0.14 acres consisting of the south one-half (1/2) of Lot 8, and the East one-fourth (1/4) of Lots 6 and 7, Block 41, of the City of Georgetown; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of allowing a special use of the following described real property ("The Property"):

0.14 acres consisting of the south one-half (1/2) of Lot 8, and the East one-fourth (1/4) of Lots 6 and 7, Block 41, as recorded in Document Number 2005094721 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on March 19, 2018, held the required public hearing and submitted a recommendation of 4-0 to the City Council for the requested special use of the Property with the recommended condition that parking for the Event Facility specific use be provided meeting half of the requirements that would apply to this use in a General Commercial (C-3) Zoning District; and

Whereas, the City Council, at a meeting on April 9, 2019, held an additional public hearing prior to taking action on the requested special use of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Zoning District for the Property shall remain Mixed-Use Downtown (MU-DT) and the Ordinance allowing for the following specific uses: 1) "Bar, Tavern, or Pub", and 2)

"Event Facility" on the property is hereby adopted, in accordance with the attached ***Exhibit A*** (Conceptual Site Plan) and the following condition:

1) The Even Facility specific use shall provide a shared or other alternative parking plan that provides half of the required parking spaces for the same use in the General Commercial (C-3) zoning district.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 9th day of April, 2019.

APPROVED AND ADOPTED on Second Reading on the 23rd day of April, 2019.

THE CITY OF GEORGETOWN:

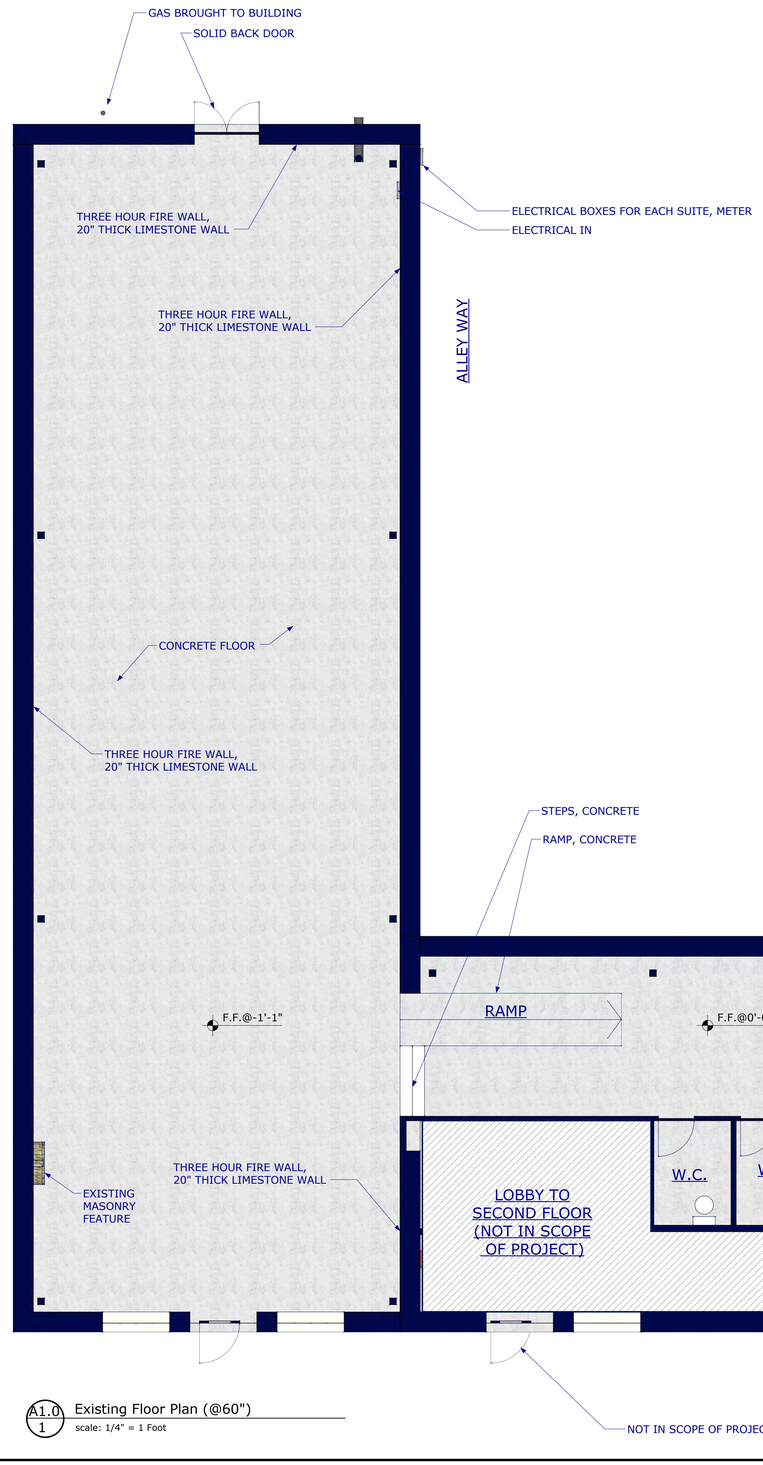
_____
Dale Ross
Mayor

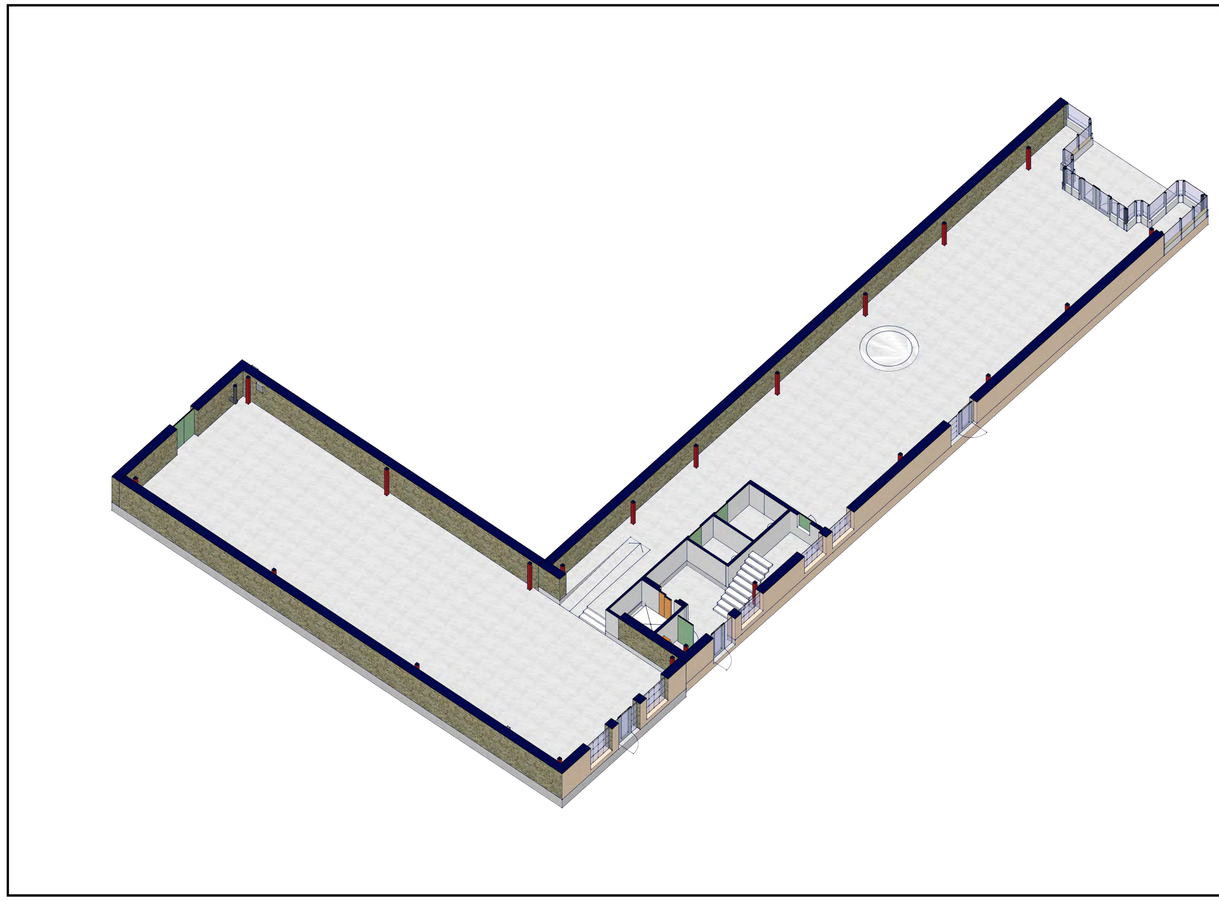
ATTEST:

_____
Shelley Nowling
City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney





A1.0 / 1 Existing Floor Plan (@60")
scale: 1/4" = 1 Foot

Tare Away Scales for in the field needs:

AUTHOR INFORMATION:

a: Davin Hoyt
c: Davin Consulting
p: (737) 402.9843
e: davinhoyt@gmail.com
NOT A PLAYER HATER

BARRELS AND AMPS

817 S. Austin Avenue, Georgetown, Texas 78626

CLIENT INFORMATION:

Mark Thompson
(512) 688.0394
markthompson60@gmail.com
Georgetown, Texas

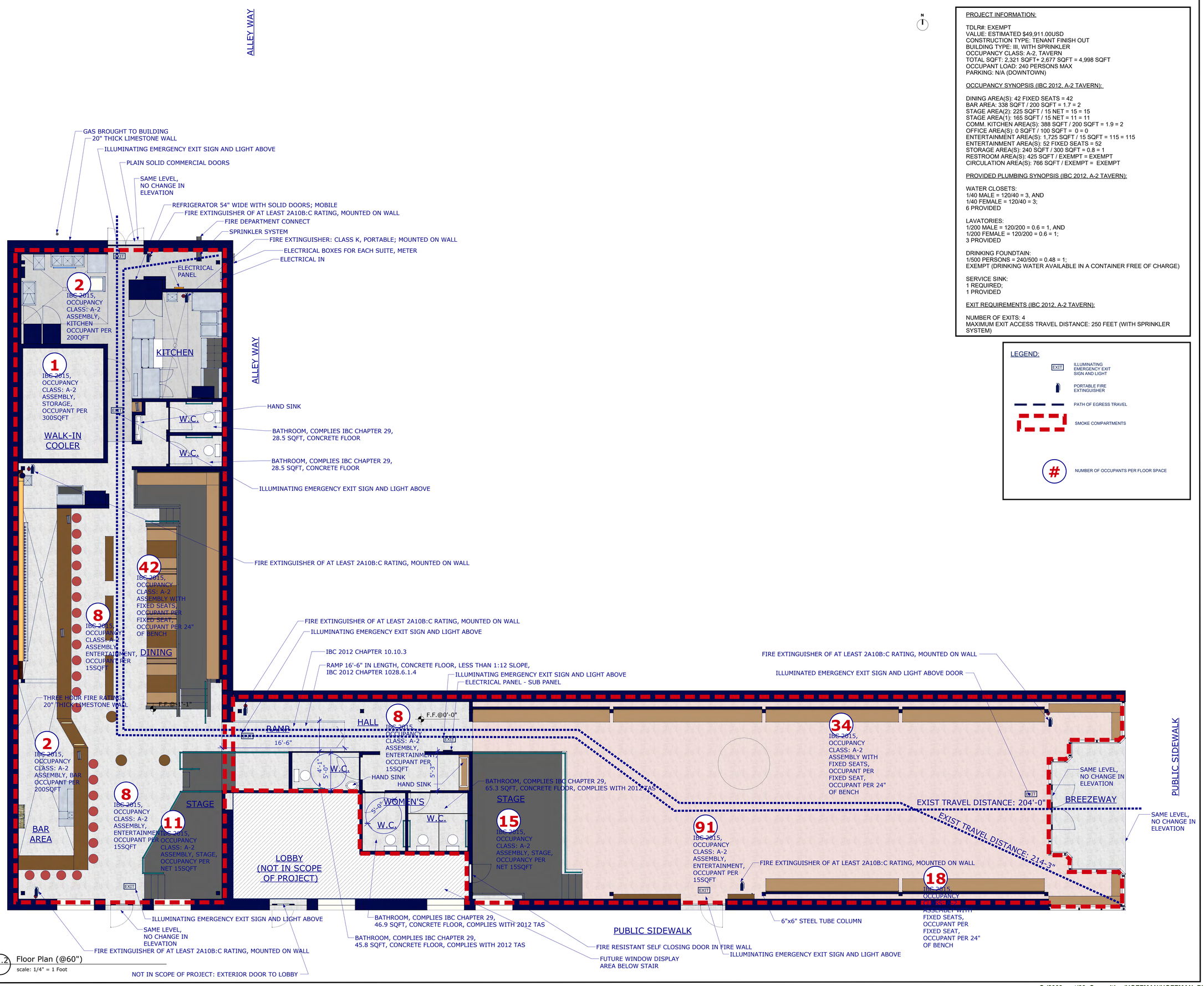
EXISTING FLOOR PLAN

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A1.0

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A1.2/1 Floor Plan (@60")
scale: 1/4" = 1 Foot

N

PROJECT INFORMATION:

TDLR#: EXEMPT
VALUE: ESTIMATED $49,911.00USD
CONSTRUCTION TYPE: TENANT FINISH OUT
BUILDING TYPE: III, WITH SPRINKLER
OCCUPANCY CLASS: A-2, TAVERN
TOTAL SQFT: 2,321 SQFT+ 2,677 SQFT = 4,998 SQFT
OCCUPANT LOAD: 240 PERSONS MAX
PARKING: N/A (DOWNTOWN)

OCCUPANCY SYNOPSIS (IBC 2012, A-2 TAVERN):

DINING AREA(S): 42 FIXED SEATS = 42
BAR AREA: 338 SQFT / 200 SQFT = 1.7 = 2
STAGE AREA(2): 225 SQFT / 15 NET = 15 = 15
STAGE AREA(1): 165 SQFT / 15 NET = 11 = 11
COMM. KITCHEN AREA(S): 388 SQFT / 200 SQFT = 1.9 = 2
OFFICE AREA(S): 0 SQFT / 100 SQFT = 0 = 0
ENTERTAINMENT AREA(S): 1,725 SQFT / 15 SQFT = 115 = 115
ENTERTAINMENT AREA(S): 52 FIXED SEATS = 52
STORAGE AREA(S): 240 SQFT / 300 SQFT = 0.8 = 1
RESTROOM AREA(S): 425 SQFT / EXEMPT = EXEMPT
CIRCULATION AREA(S): 766 SQFT / EXEMPT = EXEMPT

PROVIDED PLUMBING SYNOPSIS (IBC 2012, A-2 TAVERN):

WATER CLOSETS:
1/40 MALE = 120/40 = 3, AND
1/40 FEMALE = 120/40 = 3;
6 PROVIDED

LAVATORIES:
1/200 MALE = 120/200 = 0.6 = 1, AND
1/200 FEMALE = 120/200 = 0.6 = 1;
3 PROVIDED

DRINKING FOUNDTAIN:
1/500 PERSONS = 240/500 = 0.48 = 1;
EXEMPT (DRINKING WATER AVAILABLE IN A CONTAINER FREE OF CHARGE)

SERVICE SINK:
1 REQUIRED;
1 PROVIDED

EXIT REQUIREMENTS (IBC 2012, A-2 TAVERN):

NUMBER OF EXITS: 4
MAXIMUM EXIT ACCESS TRAVEL DISTANCE: 250 FEET (WITH SPRINKLER SYSTEM)

LEGEND:

- EXIT — ILLUMINATING EMERGENCY EXIT SIGN AND LIGHT
- PORTABLE FIRE EXTINGUISHER
- PATH OF EGRESS TRAVEL
- SMOKE COMPARTMENTS
- # — NUMBER OF OCCUPANTS PER FLOOR SPACE

Tare Away Scales for in the field needs:

AUTHOR INFORMATION:

a: Davin Hoyt
c: Davin Consulting
p: (737) 402.9843
e: davinhoyt@gmail.com
NOT A PLAYER HATER

BARRELS AND AMPS

817 S. Austin Avenue, Georgetown, Texas 78626

CLIENT INFORMATION:

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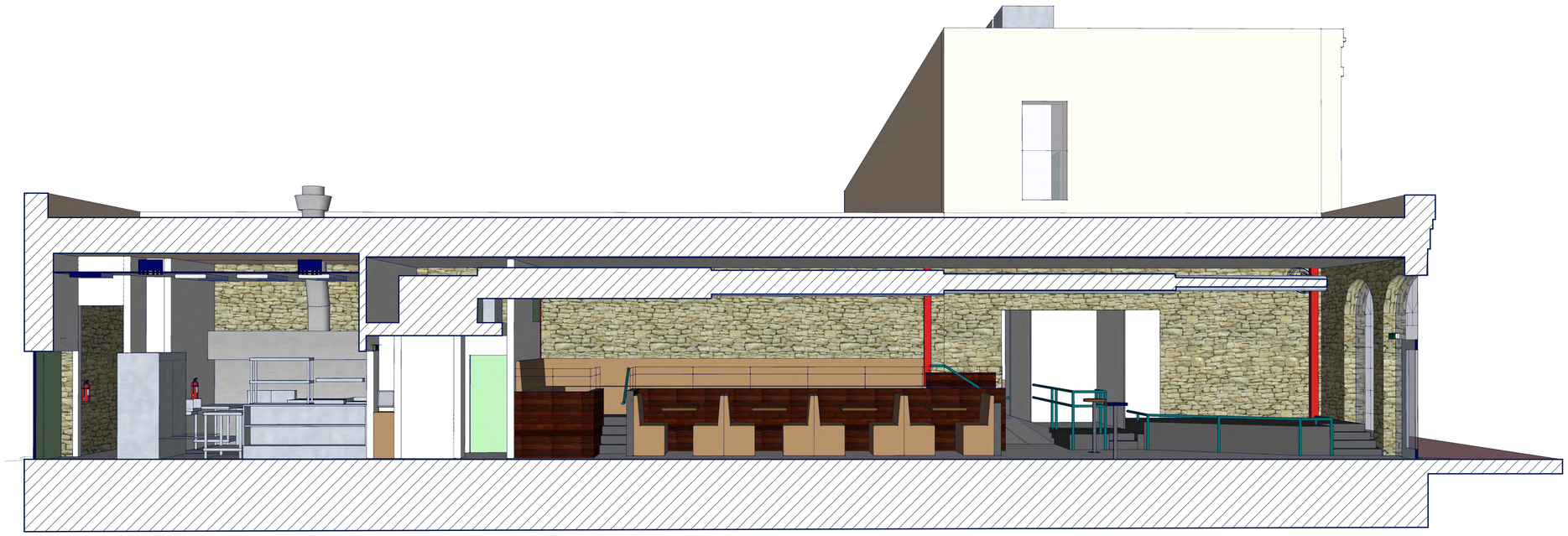
IBC 2012 CODE ANALYSIS

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

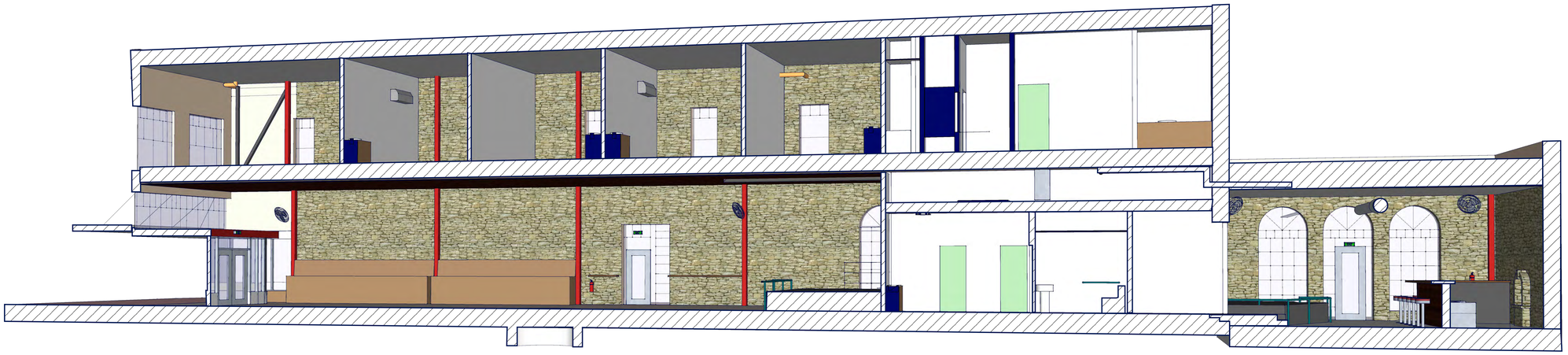
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A1.2

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A4.3
1
Section: AA
scale: none



A4.3
2
Section: BB
scale: none

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AUTHOR INFORMATION:

a: Davin Hoyt
c: Davin Consulting
p: (737) 402.9843
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BARRELS AND AMPS

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(512) 688.0394
markthompson60@gmail.com
Georgetown, Texas

SECTIONS

TIMES
Date: 04/23/2016
Rev.: 07/31/2018

Print Size: 48"x36"

A4.3

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City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Second Reading of an Ordinance amending Title13, Chapter 13.15. Section 13.15.040 of the Code of Ordinances titled **"Water Use Requirements" modifying** the **current irrigation schedule** to more effectively manage the City's water resources and maintain compliance with the Texas Administrative Code Title 30, Chapter 288 -- James Foutz, Marketing and Conservation Manager and Leticia Zavala, Customer Care Director

ITEM SUMMARY:
Changes to the irrigation schedule are needed to address peak demand and long term water usage. These modifications were updated in the 2019 Water Conservation Plan and will reduce the impact to the distribution system, by leveling the demand over six days instead of four. These changes apply to automatic irrigation systems and hose-end sprinklers. Monday's are still reserved as a system recovery day to maintain optimal operation of the water system.
The proposed two day per week watering schedule promotes long term water savings and reduces peak demand experienced during the outdoor irrigation months. The proposed schedule is below:

Proposed Schedule

Addresses ending in:	May water these days:
1, 5, 9	Tuesday and/or Friday
2, 4, 6, 8	Wednesday and/or Saturday
0, 3, 7	Thursday and/or Sunday

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
James Foutz

ATTACHMENTS:

Water Utility Service Ordinance - with Red Lines

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING TITLE 13, CHAPTER 13.15, SECTION 13.15.040 TITLED "WATER USE REQUIREMENTS" OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, TEXAS REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown values and supports water conservation as an effective resource to manage, sustain, and protect the City's potable water supply; and,

WHEREAS, the City of Georgetown wishes to modify the current irrigation schedule to more effectively manage the city's water resources; and,

WHEREAS, the City of Georgetown wishes to identify water conservation and efficiency activities and integrate them into the water services provided to the City's water customers; and,

WHEREAS, the City of Georgetown wishes to maintains compliance with the Texas Administrative Code, Title 30, Chapter 288.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS THAT:

Section 1. The meeting at which this Ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance complies with the Vision Statement 4.0(G) of the City of Georgetown 2030 Comprehensive Plan relating to the conservation of water resources.

Section 3. Section 13.15.040 of the City of Georgetown Code of Ordinances is hereby amended and adopted as shown on Exhibit A.

Section 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 5. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective in accordance with the provisions of state law and the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the __ day of April, 2019.

PASSED AND APPROVED on Second Reading on the __ day of April, 2019.

ATTEST: THE CITY OF GEORGETOWN:

_____ _____
Robyn Densmore, City Secretary Dale Ross, Mayor

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

Exhibit A

Sec. 13.15.040. - Water use requirements.

A. It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date notice of the leak that resulted in water runoff or accumulation in a street, gutter, or parking lot, was provided.

B. The use of an automatic irrigation system and hose-end sprinklers is restricted to the following schedule:

1. Property with an address ending in 1, 5, 9, may be irrigated on Tuesday and/or Friday, but no other day of the week without an approved variance from the City.
2. Property with an address ending in 2, 4, 6, 8 may be irrigated on Wednesday and/or Saturday, but no other day of the week without an approved variance from the City.
3. Property with an address ending in 0, 3, 7, may be irrigated on Thursday and/or Sunday, but no other day of the week without an approved variance from the City.
4. There shall be no irrigation, except by means of a handheld hose, drip irrigation, or soaker hoses on Monday.

C. Landscape irrigation is allowed anytime, if it meets one or more of the following criteria:

1. Watering occurs by means of a hand-held hose, soaker hoses, or drip irrigation;
2. Watering occurs within the first 14 days after installation of new landscaping, with a qualifying variance;
3. Watering occurs at a commercial plant nursery; or
4. Watering occurs during testing of new irrigation system installation or existing irrigation repair.

D. Irrigation Variance.

1. Applications for a variance from the standard irrigation schedule shall be filed with the General Manager and shall be in effect for two weeks from the date of approval.
2. A customer may file an application for an irrigation variance, which may include, but is not limited to vacation absence, installation of new landscaping, and installation of new turf.

3. The General Manager may grant an irrigation variance upon his/her determination that special circumstances exist, which upon strict enforcement, will adversely affect the health, sanitation, or fire protection for the public or the applicant.

4. Irrigation variances granted under this Section will expire upon implementation of any phase of the Drought Contingency Plan.

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Second Reading of an **Ordinance amending** Title 13, Chapter 13.16 of the Code of Ordinances titled **"Drought Contingency Plan" modifying** the **current plan triggers** and **incorporating additional regulatory language** -- James Foutz, Marketing and Conservation Manager and Leticia Zavala, Customer Care Director

ITEM SUMMARY:

A review and update to the Drought Contingency Plan is required every five years, coinciding with the update and review of the water conservation plan. Changes to be made include additional triggers and administrative changes based on Texas Commission of Environmental Quality (TCEQ) recommendations. Changes are bulleted below.

· **Additional triggers**

- **Phase I**
  - § The combined storage of Lake Georgetown and Lake Stillhouse Hollow is less than 162,752 acre feet of water
  - § Water treatment capacity has reached 85 percent for three consecutive days
- **Phase II**
  - § The combined storage of Lake Georgetown and Lake Stillhouse Hollow is less than 105,001 acre feet of water
  - § Water treatment capacity has reached 90 percent for three consecutive days
- **Phase III**
  - § The combined storage of Lake Georgetown and Lake Stillhouse Hollow is less than 52,501 acre feet of water
  - § Water treatment capacity has reached 95 percent for three consecutive days.

· **TCEQ Recommendations**

- **Sec 13.16.030** – adding provisions for wholesale customers in the event of drought contingency plan implementation.
- **Sec 13.15.040** - Specifying coordination with Regional Water Planning Groups.
- **Sec 13.16.070** – Adding language for how public involvement was achieved.
- **Sec 13.16.080** – Adding language specifying what alternative water sources the City has.
- **Sec 13.16.131** – Adding language for Pro Rata Curtailments.
- **Sec 13.16.170** – Adding provisions for customers with water contracts with the City in the event of drought contingency plan implementation.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

James Foutz

ATTACHMENTS:

Drought Contingency Plan Ordinance - with Red Lines

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING TITLE 13, CHAPTER 13.16, TITLED "DROUGHT CONTINGENCY PLAN" OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, TEXAS REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown, Texas recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of drought; and,

WHEREAS, Section 11.272 of the Texas Water Code and Title 30, Chapter 288 of the Texas Administrative Code require all Texas public water supply systems providing service to 3,300 or more connections to prepare a drought contingency plan; and,

WHEREAS, elements of the drought contingency plan are being incorporated into the City's water conservation plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS THAT:

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance complies with the Vision Statement 4.0(G) of the City of Georgetown 2030 Comprehensive Plan relating to the conservation of water resources.

Section 3. Section 13.16 of the City of Georgetown Code of Ordinances is hereby amended and adopted as shown on Exhibit A.

Section 4. All ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force after publication in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the __ day of April, 2019.

PASSED AND APPROVED on Second Reading on the __ day of April, 2019.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Dale Ross, Mayor

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

Exhibit A

CHAPTER 13.16. - DROUGHT CONTINGENCY PLAN

Sec. 13.16.010. - Purpose.

The purpose of the Drought Contingency Plan ("Plan") is to conserve and protect the available water supply for domestic water use, sanitation, and fire protection, and to minimize the impact of water shortages during emergency conditions.

Sec. 13.16.020. - Public education.

The City will provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is initiated, the drought response measures to be implemented, and the conditions necessary for termination. The information will be provided through press release, direct mailings, utility bill inserts, water use classes and the City's website.

Sec. 13.16.030. – Wholesale Water Customer Education.

The City of Georgetown will provide wholesale water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be providing a copy of this plan annually.

Sec. 13.16.040. – Coordination with Regional Water Planning Groups.

The service area of the City of Georgetown is located within the Brazos Region (G) and the City of Georgetown has provided a copy of this Plan to the Brazos River Authority.

Sec. 13.16.050. - Authorization.

The General Manager, or his/her designee, is hereby authorized and directed to implement the applicable provisions of the Plan upon his/her determination that such implementation is necessary to protect the public health, safety, and welfare.

Sec. 13.16.060. - Application.

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City, except those wholesale water utility customers where a similar Plan exists for their retail customers.

Sec. 13.16.070. – Public Involvement.

Opportunity for public and wholesale water customers to provide input into the preparation of the Plan was provided by the City of Georgetown by means of public notice in the local newspaper and the City website announcing the reading of the Drought Contingency Plan at City Council Meetings.

Sec. 13.16.080. - Utilization of alternative water sources and/or alternative delivery mechanisms:

Alternative water sources for the City of Georgetown are an interconnection with the City of Round Rock, as well as the use of reclaimed water for non-potable uses such as irrigation of parks and golf courses.

Sec. 13.16.090. - Definitions.

A. “General Manager” means the General Manager of Utilities for the City of Georgetown, or the person otherwise authorized by the General Manager to have the duties and responsibilities under this Chapter.

B. “Conservation” means those practices and techniques that reduce the consumption of water through increased efficiency, reduced losses, or reuse which results in conservation of the water supply for future use.

C. “Customer” means any person, company, organization or entity that uses water supplied by the City, except customers that obtain water under a wholesale agreement and that have a Drought Contingency Plan for their customers.

D. “Notice” means notification by press release or utility bill insert for the implementation of specific phases of this Plan by the City Manager through the news media (local newspaper and radio station) and the City's official bulletin board and web site.

E. “Industrial water use” means water used in a manufacturing process.

F. “Landscape irrigation use” means potable water and all untreated water diverted from wells connected to the City's water treatment plants intended for potable water use, excluding reclaimed water from wastewater treatment plant effluent,

used for the irrigation and maintenance of landscaped areas, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way, and medians.

G. “New landscape” means vegetation installed at the time of new building construction, governmental capital improvement project, or which alters more than half the area of an existing landscape.

H. “Non-essential water use” means water uses that are not required for the protection of the public health, safety, and welfare, including, but not limited to:

1. Use of water to wash any motor vehicle, motorbike, boat, trailer, or airplane, or other vehicle.

2. Use of water to wash sidewalks, walkways, driveways, parking lots, or other hard-surfaced areas.

3. Flushing of gutters or permitting potable water to run or accumulate in any gutter, street, or drainage culvert.

4. Use of water to add to an indoor or outdoor swimming pool, splash pad, or hot-tub.

5. Use of water in a fountain, or pond, except where necessary to support aquatic life.

I. “Water waste” means water use that serves no purpose including:

1. Failure to repair a leak within a reasonable period after having been given Notice to repair such leak.

2. Operating an irrigation system that results in water runoff or accumulation in a street or parking lot.

Sec. 13.16.100. - Phase I - Water conservation.

A. Conditions for Implementation. The water level in the City's No. 1 well drops to, or stabilizes below 50 feet above the pump suction for a period of more than five consecutive days.

AND/OR

Lake Georgetown level drops to 770 feet (above mean sea level), and no rainfall or other inflow predicted, and the Williamson County Raw Water Line is unavailable or is not capable of maintaining Lake Georgetown level above 765 feet at the current level of demand.

AND/OR

The combined storage of Lake Georgetown and Lake Stillhouse Hollow is less than 162,752 acre feet of water.

AND/OR

Water treatment capacity has reached 85 percent for three consecutive days.

AND/OR

An event occurs where water demand exceeds the supply and moderate conservation measures will maintain the ability to provide the proper level of service as determined by the GM, or designee.

B. Demand Reduction Target. Peak demand of 1.6 times the annual average daily usage (20 percent reduction).

C. Customer and City Actions.

1. City will:

a. Increase efforts to inform the public on water conservation strategies.

b. Increase detection and repair of water leaks in the distribution system.

c. Suspend hydrant testing.

2. Prohibit all water waste.

3. Restrict landscape irrigation use to the use of automatic irrigation systems or hose-end sprinklers during the evening (7:00 p.m. to midnight) and morning hours (midnight to noon) in accordance with an irrigation schedule that provides for no landscape irrigation on Monday with landscape irrigation permitted no more than two days per week with the day of week and irrigation start time specified based upon customer address.

4. Landscape irrigation use is permitted at any time, if it is used:

a. By means of a hand-held hose, soaker hoses, or drip irrigation systems.

b. At a commercial plant nursery.

c. During the testing of new irrigation system installation or existing irrigation system repair.

Sec. 13.16.110. - Phase II - Water restrictions.

A. Conditions for Implementation. The water level in the City's No. 1 well drops to, or stabilizes below 40 feet above the pump suction for a period of more than five consecutive days.

   AND/OR

   Lake Georgetown level drops to 765 feet (above mean sea level), and no rainfall or other inflow predicted, and the Williamson County Raw Water Line is unavailable or is not capable of maintaining Lake Georgetown Level above 760 feet under the current demand.

   AND/OR

   The combined storage of Lake Georgetown and Lake Stillhouse Hollow is less than 105,001 acre feet of water.

   AND/OR

   Water treatment capacity has reached 90 percent for three consecutive days.

   AND/OR

   An event occurs where water demand exceeds the supply and aggressive conservation measures will maintain the ability to provide the proper level of service as determined by the General Manager.

B. Demand Reduction Target. Peak demand of 1.3 times the annual average daily usage (35 percent reduction).

C. Customer and City Actions.

   1. City will:
      a. Increase efforts to inform the public on water conservation strategies.

      b. Increase detection and repair of water leaks in the distribution system.

      c. Suspend hydrant testing.

   2. Prohibit all water waste.

   3. Suspend the use of potable water for the following City municipal operations:

      a. Vehicle washing.

b. Street cleaning.

c. Landscape irrigation in City parks (does not include athletic fields) except by handheld hose or drip irrigation.

4. Prohibit all non-essential water use except:

   a. The addition of water to a pool or splash pad where necessary to maintain the water purification system in service or to maintain structural integrity of the pool.

   b. The washing of vehicles or boats at a commercial car wash or service station.

5. Restrict landscape irrigation use to the evening (7:00 p.m. to midnight) and morning hours (midnight to noon) in accordance with an irrigation schedule that provides for no landscape irrigation on Monday with landscape irrigation permitted no more than one day per week with the day of week and irrigation start time specified based upon customer address.

Sec. 13.16.120. - Phase III - Water emergency.

A. Conditions for Implementation. An event occurs where water demand exceeds the supply and severe conservation measures are required to maintain the ability to provide the proper level of service as determined by the GM, or designee.

   AND/OR

   The combined storage of Lake Georgetown and Lake Stillhouse Hollow is less than 52,501 acre feet of water.

   AND/OR

   Water treatment capacity has reached 95 percent for three consecutive days.

B. Demand Reduction Target. Peak demand equal to the annual average daily usage (50 percent reduction).

C. Customer and City Actions.
   1. City will:
      a. Increase efforts to inform the public on water conservation strategies.
      b. Increase detection and repair of water leaks in the distribution system.
      c. Suspend hydrant testing.

2. Prohibit all water waste.

3. Prohibit all non-essential water use.

4. Prohibit landscape irrigation water use.

5. Prohibit or limit as deemed necessary all industrial water use.

6. The City shall arrange for the emergency purchase of water from utilities for which there exists proper agreements for such purchase.

Sec. 13.16.130. – Phase IV - Water system failure.

A. Conditions for Implementation. An event in which one of the following situations occurs:

   1. Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the General Manager;

   2. A major water line break, or a pump or other system failure occurs, which causes a loss in the capability to provide treated water service; or

   3. A natural or man-made contamination of the water supply.

B. Demand Reduction Target. Peak demand equal to or surpasses the annual average daily usage (50 percent reduction).

C. Customer and City Actions.

   1. Assess the severity of the problem and identify the actions needed and time required to resolve the problem;

   2. Implement immediate measures to notify the public as to water system or water source failure;

   3. Severely restrict or prohibit, as appropriate, all water system use in the affected service area;

   4. Arrange for the emergency purchase of water from alternate sources for which there exists the proper agreements for such purchases; and

5. Customers will discontinue or severely restrict all use of potable water from GUS water system until notified by City that a safe and adequate water for public use is restored.

Sec. 13.16.131. - Pro Rata Curtailment

In the event that the triggering criteria specified in Phase IV have been met, the General Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code, §11.039.

Sec. 13.16.135. - Violations.

It shall be a violation of this Chapter for any person to intentionally, knowingly, recklessly or with criminal negligence disregard any provisions, specifications or requirements of this Chapter.

Sec. 13.16.140. - Enforcement.

A. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of up to $2,000.00 for each day the violation continues, with each day constituting a separate and distinct offense.

B. If a person is convicted of three or more violations of this Plan in a calendar year, the City Manager, or designee shall, upon due Notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge. In addition, suitable assurance must be given to the City Manager, or his/her designee, that the same action shall not be repeated while the Plan is in effect.

C. Any City Code Enforcement Officer or Police Officer may issue a warning or citation to a person that is reasonably believed to be in violation of this Plan. The warning or citation shall contain the name and address of the alleged violator, if known, the offense charged, and if a citation, shall direct him/her to appear in the municipal court on the date shown on the citation. The alleged violator shall be served a copy of the warning or citation, with service complete upon delivery of the citation by hand or by certified mail to the alleged violator, and agent or employee, or to a person over 14 years of age who is a family member or resident of the violator's residence.

D. Any citizen or City employee may initiate a complaint through the Municipal Court concerning violations of this Plan. The complaint shall contain the name and address of the alleged violator, if known, the complaint, and shall submit the complaint to Georgetown Utility Systems Administration. If the complaint is the first violation in the calendar year, then a warning shall be issued and such

warning shall state the specific offense and provide a City contact for assistance with efforts to remediate the violation. It the complaint is the second or subsequent violation in the calendar year, the complaint shall be forwarded to Municipal Court for resolution.

Sec. 13.16.150. - Variances.

A. A customer may file an application for a variance from this Plan for the property receiving water service with the GM. The GM may determine the proper information and require that the applicant provide such information to evaluate the variance request.

B. A customer may file an application for a variance from this Plan due to vacation absence and the variance shall remain in effect for the period of the vacation absence if the customer complies with the requirements of Section 13.16.080 Phase I Water Conservation and a telephone contact number has been provided.

C. The GM may issue written orders varying one or more actions required under a Phase of the Plan if necessary to target particular customers, water systems, or areas.

D. The GM may grant a variance from the Plan upon his/her determination that special circumstances exist that upon strict enforcement of the Plan will adversely affect the health, sanitation, or fire protection for the public or the applicant.

E. Variances granted under this Section will expire upon escalation of the Plan to the next higher phase unless granted under Subsection B of this Section or termination of the Plan.

Sec. 13.16.160. Contract Provisions.

The City of Georgetown will include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

Sec. 13.16.170. - Termination.

The City Manager, or his/her designee, is hereby authorized and directed to terminate the applicable provisions of the Plan upon his/her determination that the applicable provisions are no longer necessary to protect the public health, safety, and welfare.

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Discussion and possible direction to staff to write an ordinance for council consideration, which would create a **citizen-driven appeal process** for **HARC** like the one which is currently used for P&Z -- Rachael Jonrowe, Councilmember District 6

ITEM SUMMARY:
This ordinance could include the following, as per the Texas local code used for zoning:

In the event that a request for a demolition/relocation or a CoA is to be brought before HARC, all property owners within 200 feet must be notified, in writing.

If enough owners of the property within 200 feet object to the proposed demolition/relocation/CoA to meet the 20% threshold, then:

HARC must approve by a super-majority. If HARC approves by the required super-majority, then one of the qualified objecting property owners may appeal the HARC decision to the city council. City Council would overturn the HARC decision with a super-majority vote.

If HARC votes to deny the project, applicant can appeal to the City Council, which would have to vote by a super-majority to overturn the vote.

If less than the 20% threshold is met, then:

HARC approves/denies by a simply majority, and no property owner could appeal.

If HARC votes for a denial, then the applicant could appeal to City Council. City Council would overturn HARC decision with a simple majority vote.

FINANCIAL IMPACT:
n/a

SUBMITTED BY:
RLD for Jonrowe Dist 6

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:
Project updates and status reports regarding current and future transportation and traffic projects; street, sidewalk, and other infrastructure projects; police, fire and other public safety projects; economic development projects; parks & recreation projects; city facility projects; city technology projects; employee recognition, and downtown projects including parking enhancements, city lease agreements, sanitation services, and possible direction to city staff -- David Morgan, City Manager

ITEM SUMMARY:
The City Council has requested regular updates regarding the status of projects, as well as the ability to discuss these projects as a collective.

FINANCIAL IMPACT:
This is a Council Update Item.

SUBMITTED BY:
Shirley J. Rinn on behalf of David Morgan, City Manager

ATTACHMENTS:

April 2019 GTAB Updates
April 2019 GTEC Updates
GEDCO 3.19 Active Projects

FM 971 - Realignment at Austin Avenue:

Engineer's plans submitted to City for the 60% design, received the fully executed AFA 10-20-17 plans submitted to TxDOT for review. TxDOT review from district office met 4-17 Klotz to move on to 100 % submittals.

Scheduled TxDOT bidding late 2019

Northwest Blvd:

Engineering underway: 100% plans submitted for bridge, received the fully executed AFA 10-20-17. Engineering completion scheduled 5-18, Environmental Complete

Project to advertise March 2019

Award scheduled for April 2019

Tentatively scheduled to begin mid-FY 2019.

Rivery Blvd Extension:

- Base course installation 90%
- Utility installation underway
- Outfall drainage 95%
- Curb and gutter 90% flatwork underway

EB Williams @ Rivery Turn Lane Design is complete and being reviewed by Joe Bland for pricing. Surveying for ROW/easements are complete, working to obtain easement and ROW needed.

Southwest Bypass (RM 2243 to IH 35) Phase 1:

Topsoil and vegetation last task

Southwest Bypass (RM 2243 to IH 35) Phase 2:

ROW 95% to subgrade

Bridge pier drilling complete column construction underway

Blasting complete

Rock Water Quality Pond Improvements:

Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. Permit application to be submitted in April 2019.

Old Town "Northeast" Sidewalk:

Finalizing design, received TCEQ WPAP approval. All residential easements have been obtained. Working with Williamson County to finalize the last easement.

High performance pavement seal package #1:

Contractor has resumed operations in Sun City and has completed 21 of 89 streets (23%) as of March 27th 2019.

Austin Ave Sidewalks – Hwy 29 to Leander Rd.:

Submittals have been being reviewed and approved as needed. Start date for project is April 1st 2019.

10th & 11th @ Austin Ave Improvements:

Water line on 11th is tested and active. Radius and curb ramps are complete on the west side of Austin Ave at 10th and 11th. Intersection work to begin on Austin Ave.

Shell Sidewalk Improvements:

KPA working on design for sidewalk along Shell Road from Sequoia Spur to Bellaire Dr. 1 easement needed along Shell Road near Sequoia Spur. Design is 95% complete.

17th St. CDBG Sidewalk:

Task order is fully executed for the engineering services. Design underway

- Survey is complete, working on preliminary alignment
- Final Design – complete by early May
- Bidding – Complete by mid June

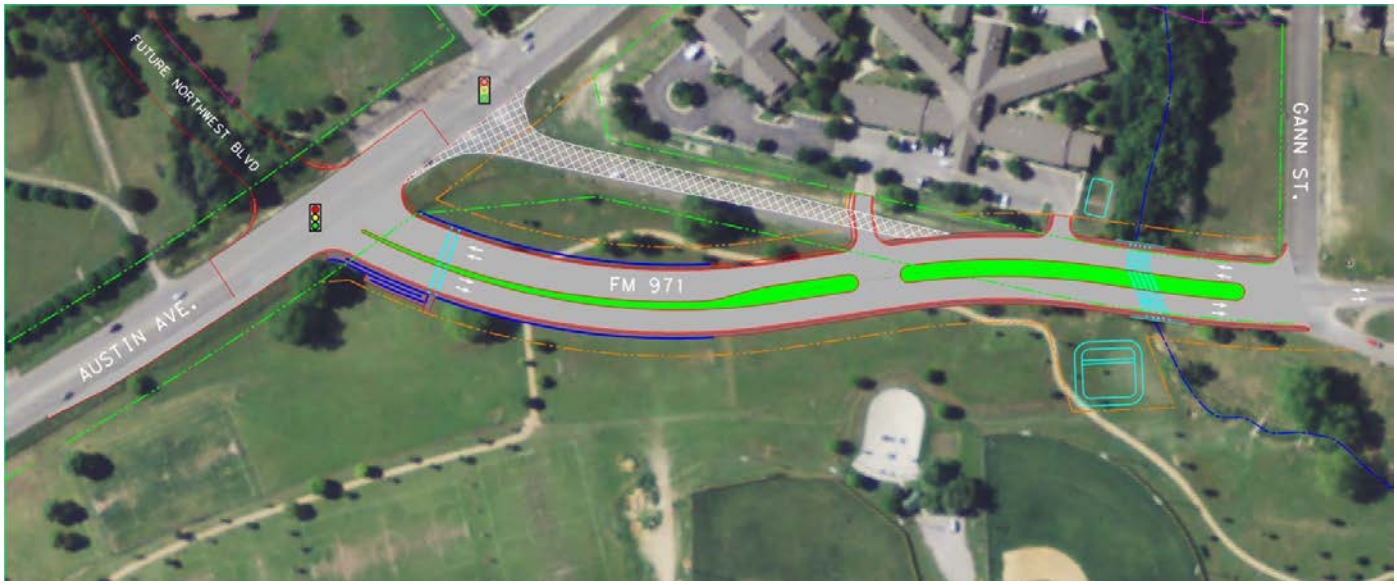
FM 971 at Austin Avenue
Realignment Intersection Improvements
Project No. 1BZ TIP No. AG
April 2019

Project Description Design and preparation of final plans, specifications and estimates (PS&E) for the widening and realignment of FM 971 at Austin Avenue, eastward to Gann Street.

Purpose To provide a new alignment consistent with the alignment of the proposed Northwest Boulevard Bridge over IH 35; to allow a feasible, alternate route from the west side of I 35 to Austin Avenue, to Georgetown High School, to San Gabriel Park and a more direct route to SH 130.

Project Managers Joel Weaver

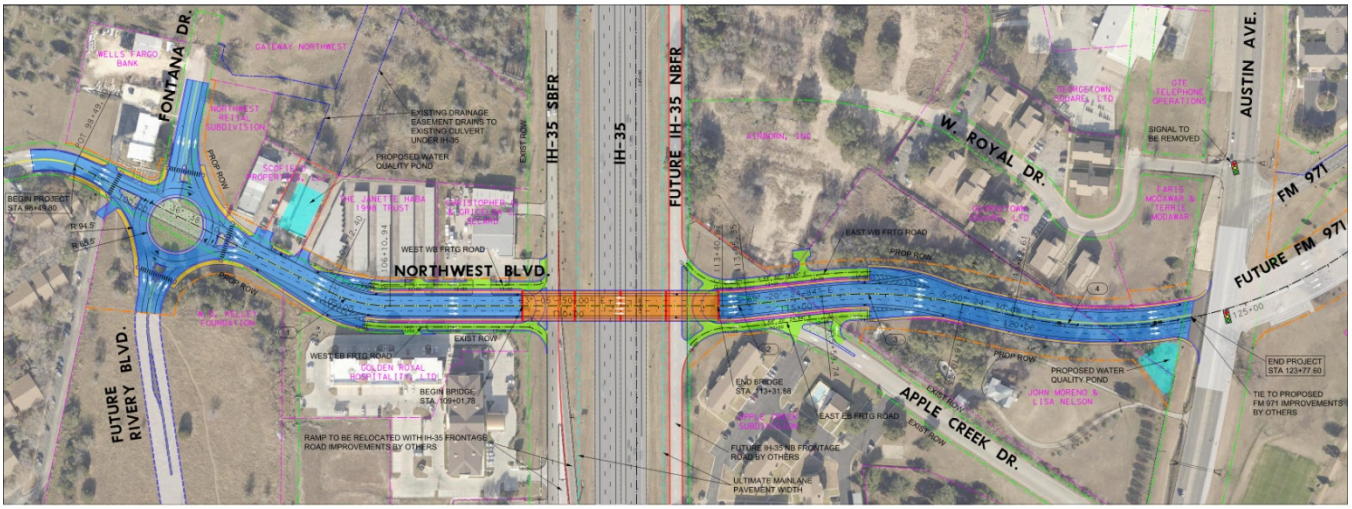
Engineer Klotz Associates, Inc.



Element	Status / Issues
Design	Engineer's plans submitted to City for the 60% design, received the fully executed AFA 10-20-17 plans submitted to TxDOT for review. TxDOT review from district office met 4-17 Klotz to move on to 100 % submittals. Redesign of Gann intersection underway. Scheduled engineering completion 2019
Environmental/ Archeological	**TBD**
Rights of Way	Pursuing one parcel on Project. Parcel has been sent to condemnation, possession expected Summer 2019.
Utility Relocations	TBD
Construction	Estimated late fiscal year 18-19
Other Issues	AFA with TxDOT complete.

Northwest Boulevard
(Fontana Drive to Austin Avenue)
Project No. 5QX TIP No. AF
April 2019

Project Description	Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.
Purpose	This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.
Project Manager	Joel Weaver and Wesley Wright, P.E.
Engineer	Klotz Associates



Element	Status / Issues
Design	Fully executed AFA 10-20-17. Engineering complete, Environmental Clearance 5-18. Advertised to Let.
Environmental/ Archeological	Complete
Rights of Way	ROW Documents are being finalized. All offers have been made. 8 Parcels required. 5 acquired, 1 in closing, 2 in condemnation.
Utility Relocations	TBD
Construction	Project advertised Feb 17th Bids accepted April 2 Award scheduled for April 2019 Tentatively scheduled to begin mid-FY 2019.
Other Issues	

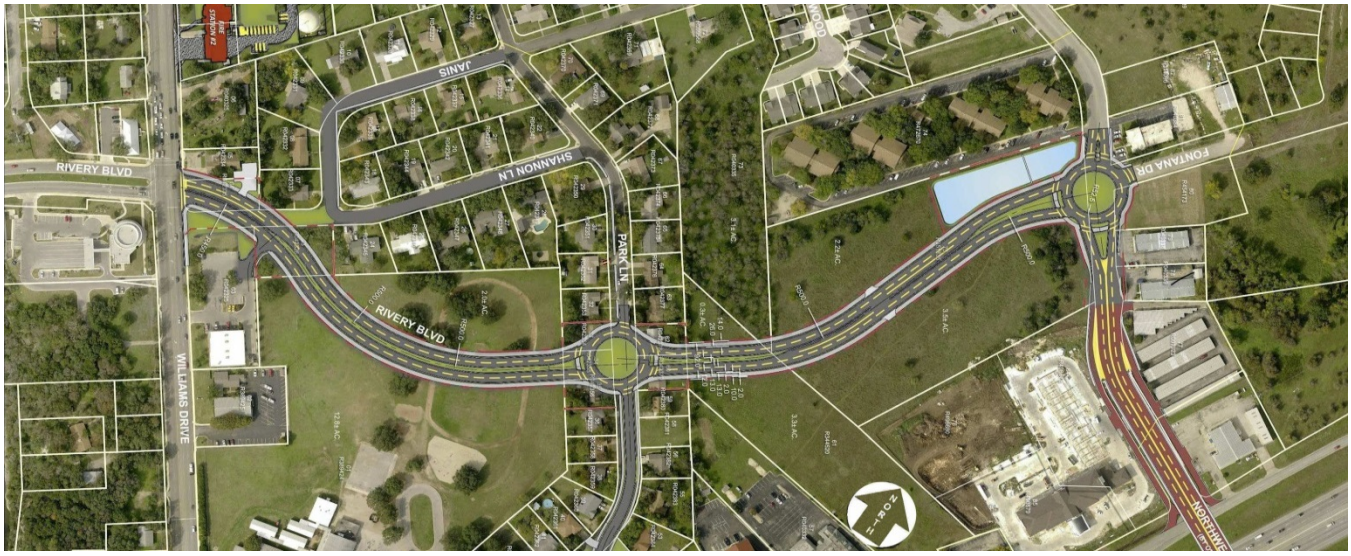
Rivery Boulevard Extension
(Williams Drive to Northwest Boulevard @ Fontana Drive)
Project No. 5RM TIP No. AD
April 2019

Project Description Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivery Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.

Purpose To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivery Boulevard and Wolf Ranch Parkway.

Project Manager Travis Baird, Joel Weaver, and Wesley Wright, P.E.

Engineer Kasberg Patrick and Associates



Element	Status / Issues		
Design	**Complete**		
Environmental/ Archeology	Complete		
Rights of Way	**Offers have been made on 22 parcels, and 20 have closed. Environmental assessment complete on 11 parcels in preparation for demolition. Condemnation hearings completed on 2 parcels, working toward final resolution of matter.**	Total Parcels:	**22**
		Appraised:	**22**
		Offers:	**22**
		Acquired:	**20**
		Closing pending:	**0**
		Condemnation:	**2**
Utility Relocations	TBD		
Construction	o Base course installation 95% complete Curb 90% flatwork underway o Utility installation underway 90% o Outfall drainage 95% o Planned to complete 3rd Quarter 2019		
Other Issues			

Right Turn Lane EB Williams Driver @ Rivery Blvd
Project No. **TIP No.** None
April 2019

Project Description	Develop the Plans, Specifications and Estimate for roadway improvements necessitated by the development for the Summit at Rivery.
Purpose	To provide improved traffic flow into the Summit at Rivery hotel and conference center from Williams Drive
Project Manager	Joel Weaver, Chris Pousson and Wesley Wright, P.E.
Engineer	M&S Engineering, LLC

Element	Status / Issues		
Design	**EB Williams @ Rivery turn lane design complete. Working on ROW/Easement needs.**		
Environmental /Archeology	TBD		
Rights of Way	**All easements acquired.** **Additional easements are needed for EB Williams @ Rivery turn lane, in acquisition now.**	Total Parcels:	**3**
		Appraised:	**3**
		Offers:	**3**
		Acquired:	**0**
		Closing pending:	**0**
		Condemnation:	**0**
Utility Relocations	Atmos to relocate 1 – 3″ line		
Bid Phase	TBD		
Construction	TD		
Other Issues	TBD		

Southwest Bypass Project
(RM 2243 to IH 35)
Project No. 1CA Project No. BK
April 2019

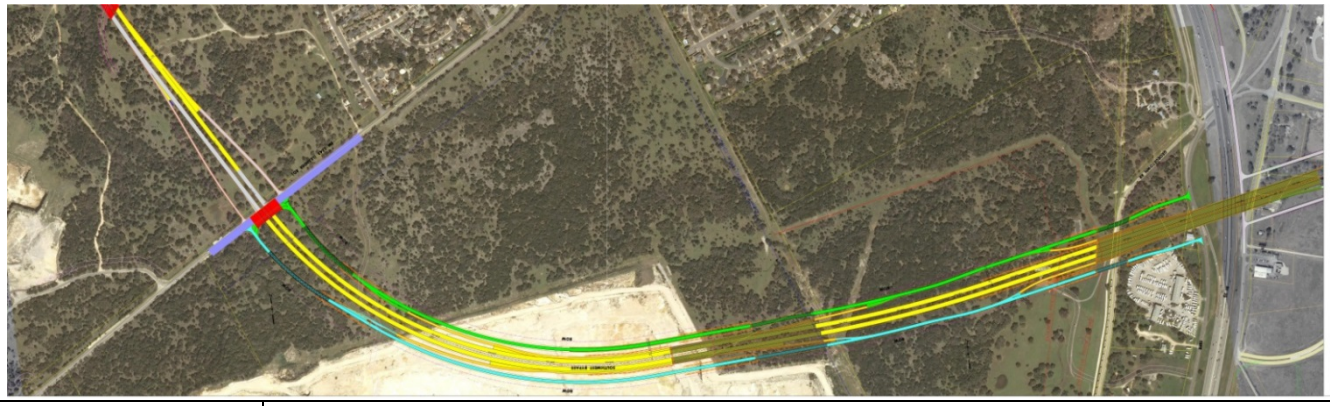
Project Description Develop PS&E for Southwest Bypass from Leander Road (RM 2243) to IH 35 in the ultimate configuration for construction of approximately 1.5 miles of interim 2-lane roadway from Leander Road (RM 2243) to its intersection with the existing Inner Loop underpass at IH 35.

Purpose To extend an interim portion of the SH 29 Bypass, filling in between Leander Road (RM 2243) to IH 35 Southbound Frontage Road.

Project Manager Williamson County

City Contact: Ed Polasek, AICP

Engineer HDR, Inc.



Element	Status / Issues
Williamson County Project Status	**(Southwest Bypass (RM 2243 to IH 35) Phase 1** – WPAP for phase 1 approved. On site tasks: Phase 1 o Complete **Southwest Bypass (RM 2243 to IH 35) Phase 2 –** ROW 90% to subgrade Bridge pier drilling complete Bent construction underway Blasting complete Project completion scheduled last quarter 2019
Rights of Way	Complete
Other Issues	

Rock Water Quality Pond Improvements
Project No. 1EC **TIP No.** None
April 2019

Project Description	Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for WPAP modifications and rehabilitation of the Rock Water Quality Pond.
Purpose	To improve the water quality treatment and capacity for the downtown overlay district.
Project Managers	Michael Hallmark, Chris Pousson
Engineer	Steger & Bizzell



Element	Status / Issues
Design	Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. Permit application to be submitted in April 2019.
Environmental/ Archeological	GA is complete
Rights of Way	N/A
Utility Relocations	none
Bid Phase	TBD
Construction	TBD
Other Issues	

Citywide Sidewalk Improvements Project
Old Town Northeast Sidewalks
Project No. 1EF **TIP No.** None
April 2019

Project Description The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets in northeast "Old Town". Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

Purpose To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.

Project Managers Nat Waggoner, AICP, PMP®, Chris Pousson

Engineer Steger Bizzell



Element	Status / Issues
Design	Finalizing design, received TCEQ WPAP approval. Final review of design and contract specifications are underway. Advertise for bidding April 2019.
Environmental/ Archeological	TBD
Rights of Way / Easements	All easements needed have been obtained.
Utility Relocations	Relocate Frontier, Sudden link and COG Electric overhead.
Construction	TBD
Other Issues	

Transportation Services Operations
CIP Maintenance
April 2019

Project Description	2018 CIP Maintenance project consist of furnishing and installing approximately 138,000 square yards of two course surface treatment with fog seal, approximately 56,000 square yards of high performance surface treatment and approximately 380,000 square yards of high performance pavement seal applications.
Purpose	To provide protection and maintain an overall pavement condition index of 85%.
Project Manager	Chris Pousson
Engineer/Engineers	KPA, LP

Task	Status / Issues
Two Course treatment with fog seal	All two course surface treatment with fog seal is complete. All striping, handwork and buttons are complete. Punch list is completed. Streets Included • Lakeway (Airport to Northwest) • Inner Loop (FM 971 to Hwy 29) • Sam Houston (Maple to Rock Ride) • Patriot Way (Sam Houston to Ronald Rd)
High performance pavement seal Package #1	Contractor has resumed operations in Sun City and has completed 21 of 89 streets (23%) as of March 27th 2019.
High performance pavement seal Package #2 (HA5)	Contractor has applied HA5 pavement sealer to all of River Chase and Oak Crest Estates Subdivisions. Contractor to complete punch list items in April 2019.

LEGEND

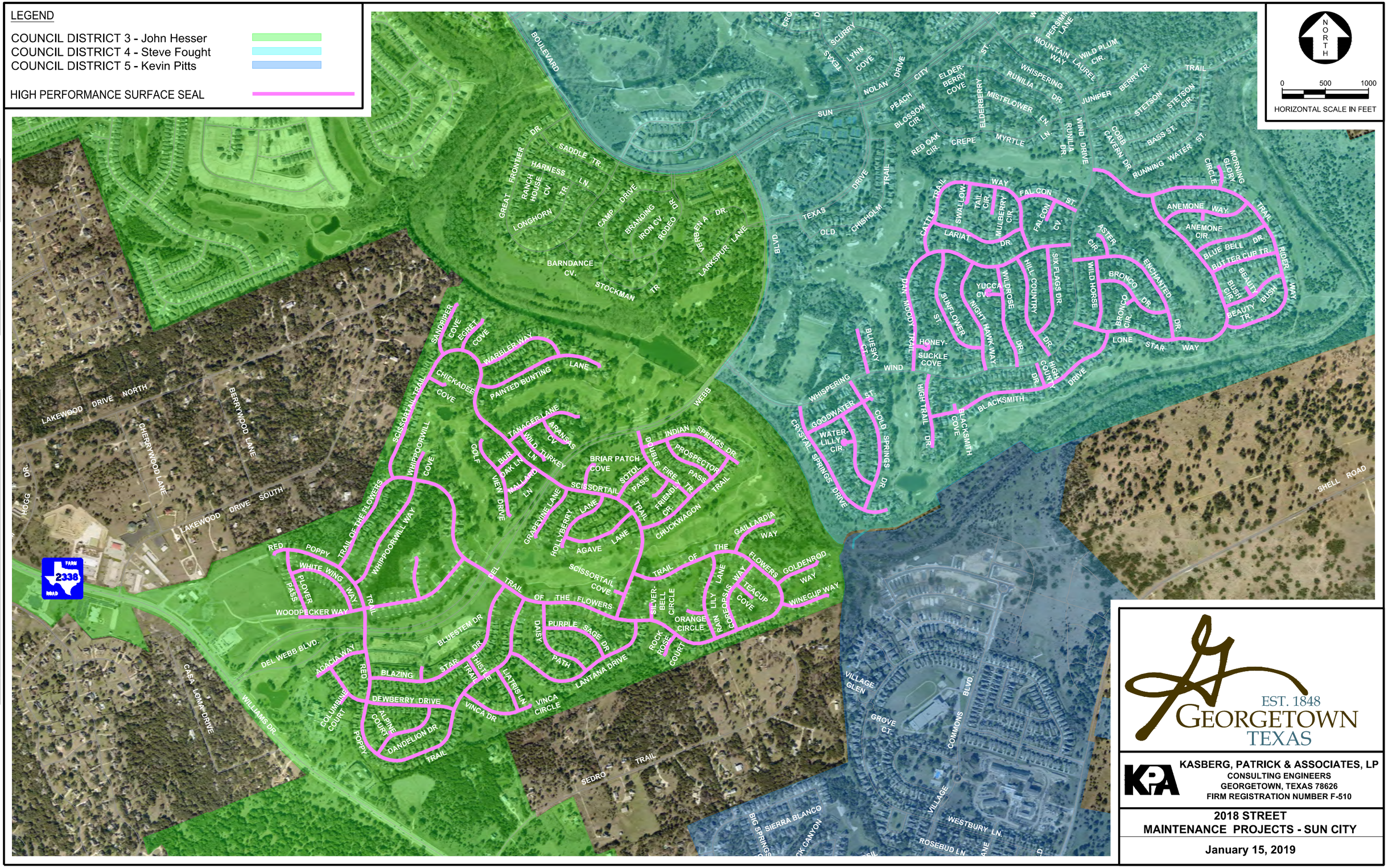
COUNCIL DISTRICT 3 - John Hesser
COUNCIL DISTRICT 4 - Steve Fought
COUNCIL DISTRICT 5 - Kevin Pitts

HIGH PERFORMANCE SURFACE SEAL

NORTH

0 500 1000

HORIZONTAL SCALE IN FEET



© 2018 Kasberg, Patrick & Associates, LP **FILE:** P:\Georgetown\2014\14-118 5 YR CIP\CAD\Exhibit\2017-12-14 2018 WORKPLAN\SUN CITY.dwg **LAST SAVED:** 8/10/2018 09:18:13 AM **LAYOUT:** SUN CITY EXHIBIT

EST. 1848
GEORGETOWN
TEXAS

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
FIRM REGISTRATION NUMBER F-510

2018 STREET MAINTENANCE PROJECTS - SUN CITY

January 15, 2019

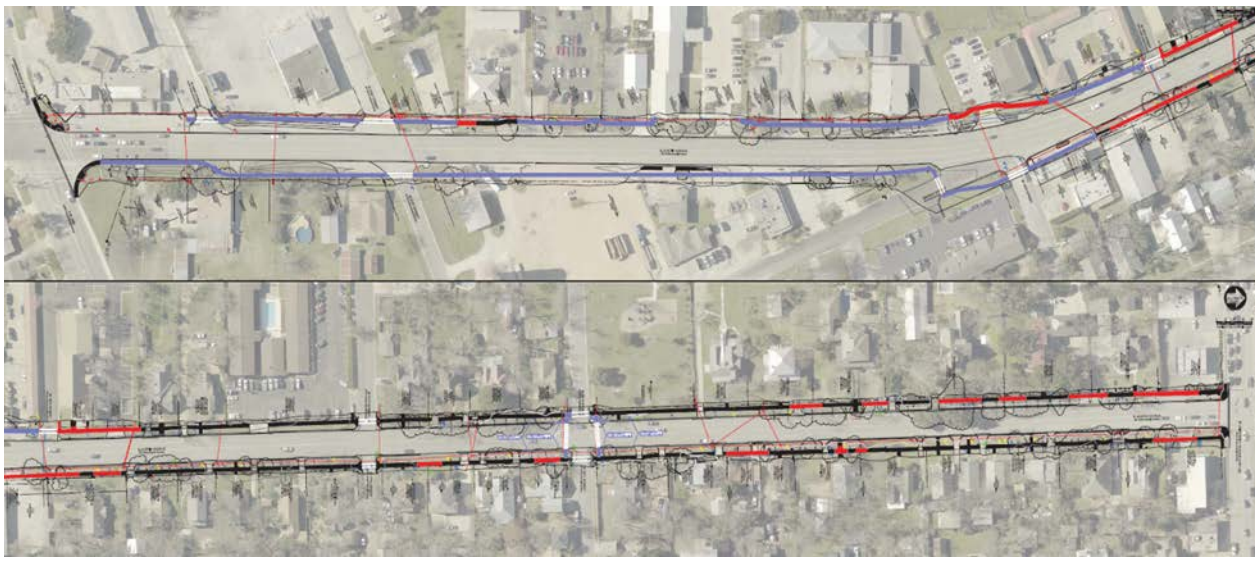
Citywide Sidewalk Improvements
Austin Ave Sidewalk Improvements
Project No. 1CJ **TIP No.** None
April 2019

Project Description The proposed project consists of the rehabilitation and installation of pedestrian facilities along Austin Ave from Hwy 29 to Leander Rd. Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

Purpose To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.

Project Managers Chris Pousson

Engineer KPA



Element	Status / Issues
Design	Bid Opening held on 10-30-18. GTAB approved on 11-9-18, City Council approved on 11-27-18.
Environmental/ Archeological	TBD
Rights of Way / Easements	none
Utility Relocations	Hydrant
Construction	Submittals have been being reviewed and approved as needed. Start date for project is April 1st 2019.
Other Issues	TBD

10th & 11th @ Austin Ave Improvements
Project No. 1DT & 1DW **TIP No.** None
April 2019

Project Description The proposed project consists of the rehabilitation and installation of pedestrian facilities at 10th & 11th streets at Austin Ave. This project also includes water line replacement along 11th from Rock to Main and storm water drainage improvements at the intersection of 11th and Austin Ave.

Purpose To provide ADA/TDLR compliant sidewalks and ramps, rehab existing water line and improve drainage at 11th and Austin Ave.

Project Managers Chris Pousson

Engineer KPA



Element	Status / Issues
Design	Bid opening was held on 10-23-18. GTAB approved on 11-9-18, City Council approved on 11-27-18.
Environmental/ Archeological	TBD
Rights of Way / Easements	none
Utility Relocations	1 street light
Construction	Water line on 11th is tested and active. Radius and curb ramps are complete on the west side of Austin Ave at 10th and 11th. Intersection work to begin on Austin Ave.
Other Issues	TBD

Shell Road Sidewalk Improvements
Project No. **TIP No.** None
April 2019

Project Description	The proposed project consists of the installation of pedestrian facilities along Shell Road from Sequoia Spur to Bellaire Dr. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
Purpose	To provide ADA/TDLR compliant sidewalks and ramps to eliminate sidewalk gaps for pedestrian mobility.
Project Managers	Chris Pousson
Engineer	KPA

Element	Status / Issues
Design	95% design set to be reviewed.
Environmental/ Archeological	TBD
Rights of Way / Easements	1 easement needed at Shell Road and Sequoia Spur.
Utility Relocations	TBD
Construction	TBD
Other Issues	TBD

17th St CDBG Sidewalks
(Railroad to Forest St)
Project No. 9AZ TIP No.
April 2019

Project Description	Construction of new sidewalk along 17th St from Railroad to Forest St. Improving the two GoGeo bus stops on that route.
Purpose	This project will improve the pedestrian route connecting existing low income housing to important community services and destinations.
Project Manager	Chris Logan
Engineer	KPA



Element	Status / Issues
Design	Task order is fully executed for the engineering services. Design underway • Survey is complete, working on preliminary alignment • Final Design – complete by early May • Bidding – Complete by mid June
Environmental/ Archeological	Complete
Rights of Way	Currently working to identify ROW needs.
Utility Relocations	TBD
Construction	
Other Issues	

GTEC Board Meeting Date: **Item No.** _____

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION
AGENDA ITEM COVER SHEET

SUBJECT: April 2019 GTEC Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

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ITEM SUMMARY:

Northwest Boulevard:
Bid opening 3-26-19.
Recommendation of award to Chasco Constructors May board and Council
3rd Quarter 2020 expected completion.

Rabbit Hill Road Improvements:
Design is tentatively complete. ROW procurement ongoing.

RTL EB Williams Drive @ Rivery Blvd. Design complete, acquiring ROW, then proceed to bid/construction. Atmos Gas will be relocating 1 – 3" gas main for this turn lane.

Rivery Boulevard Extension:
Utility installation relocation nearing completion.
Roadway base 95% Curb and gutter 95%, concrete flatwork 40%
Late summer 2019 expected completion.

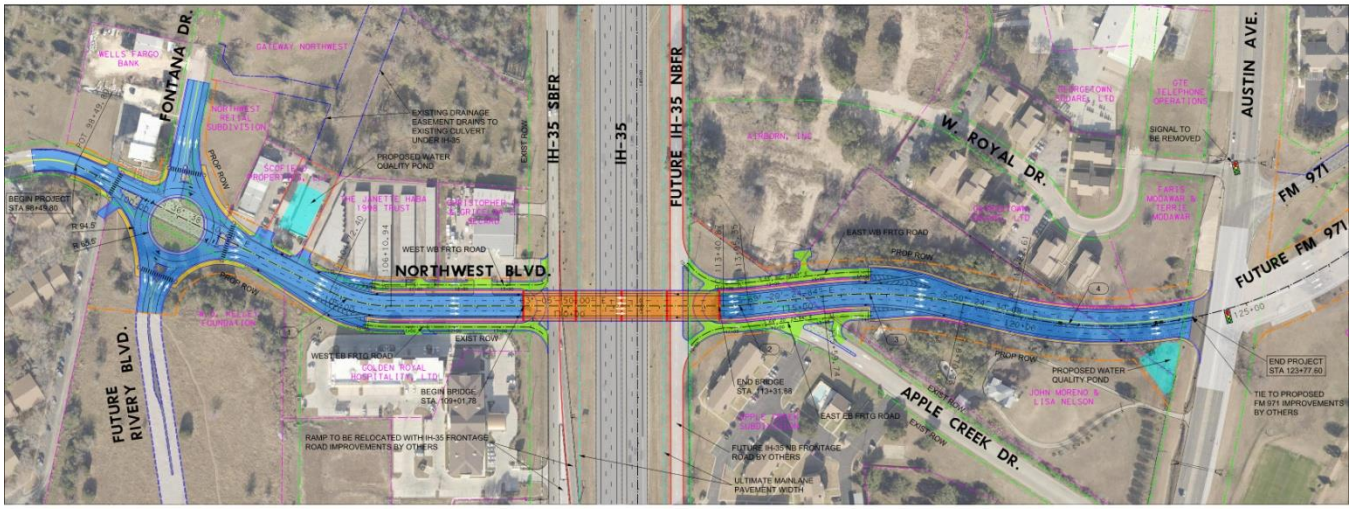
Southeast Inner loop
Design to begin April 2019 on a 9 month schedule

Survey underway Environmental Efforts to begin April 2019 and any issues are expected to be identified in the coming month.

ROW needs on Southwestern to be determined

Northwest Boulevard
(Fontana Drive to Austin Avenue)
Project No. 5QX TIP No. AF
April 2019

Project Description	Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.
Purpose	This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.
Project Manager	Joel Weaver and Wesley Wright, P.E.
Engineer	Klotz Associates



Element	Status / Issues
Design	Design is complete.
Environmental/ Archeological	Complete
Rights of Way	ROW Documents are being finalized. Preliminary outreach to landowners has been made. Offers have been made on 5 parcels. 9 parcels needed, 0 acquired to date, tentative bid late 2018.
Utility Relocations	TBD
Construction	Bid opening 3-26-19, recommendation of award to Chasco Constructors May board and Council 3rd Quarter 2020 expected completion.
Other Issues	

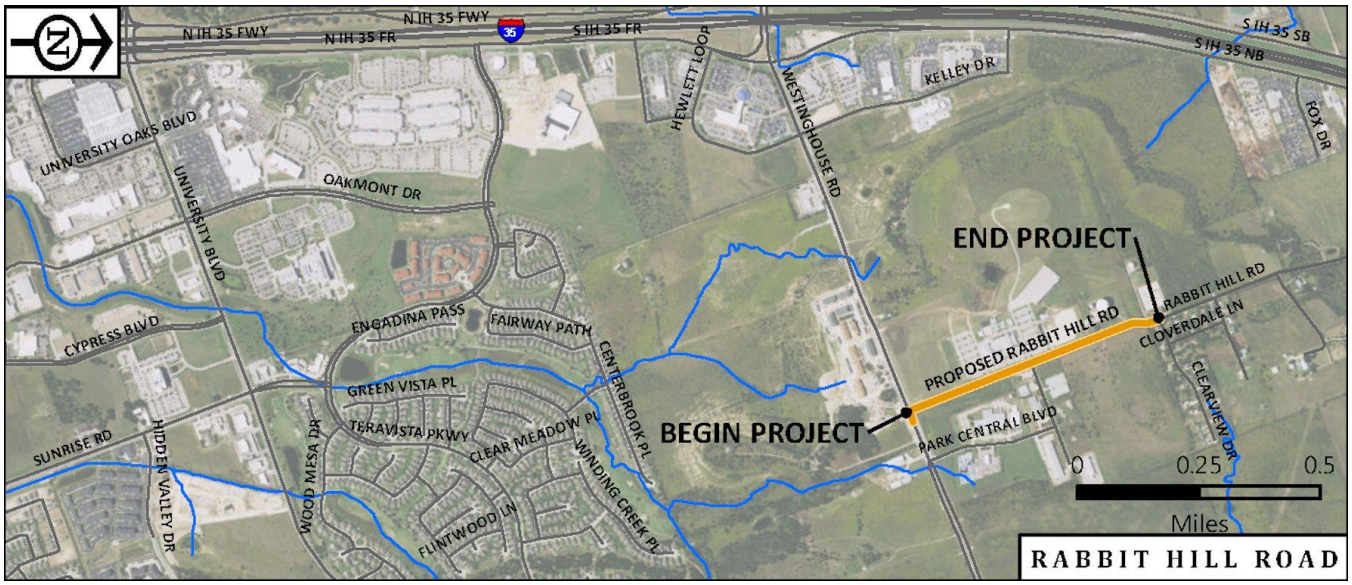
Rabbit Hill Road Improvements Project
(Westinghouse Road to S. Clearview Drive)
Project No. 5RQ TIP No. BZ
January 2019

Unchanged

Project Description Reconstruct Rabbit Hill Road from Westinghouse Road northward to S. Clearview Dr. Widening along Westinghouse Road will also be included in the schematic for additional turning lanes to/from Westinghouse Road. The project length along the anticipated alignment is approximately 0.75 miles

Project Managers Ken Taylor and Wesley Wright, P.E.

Engineer CP&Y, Inc.

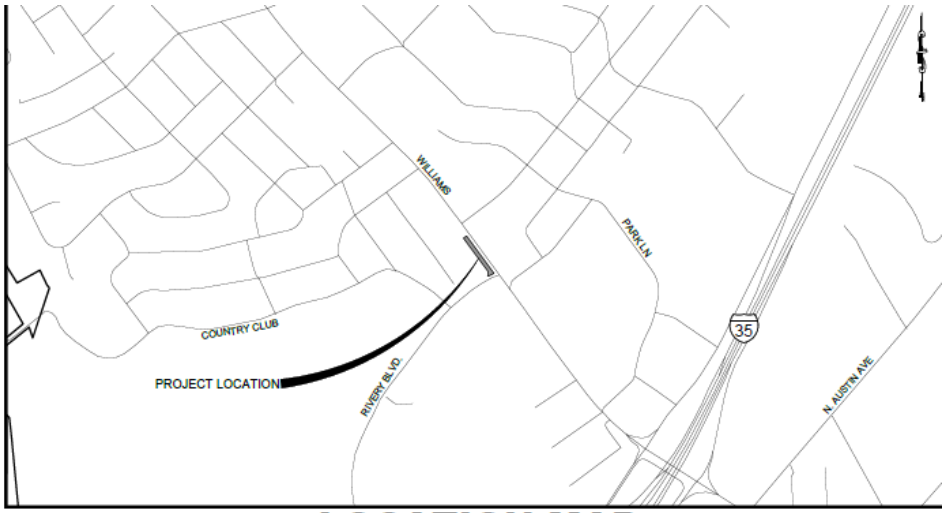


Element	Status / Issues		
Design	**Final Design Tentatively complete.**		
Environmental/ Archeological	**Efforts underway and any issues are expected to be identified in the coming month.**		
Rights of Way	**ROW to be acquired late 2018, two properties acquired as part of Mays St. Extension.**	Total Parcels:	**9**
		Possession:	**2**
		Pending:	**0**
Utility Relocations	**Will be initiated as ROW/easements are acquired and as part of the bidding process. Multiple relocations expected – Round Rock water and Georgetown Electric.**		
Construction	ROW procurement ongoing		
Other Issues	None.		

Right Turn Lane EB Williams Driver @ Rivery Blvd
Project No. **TIP No.** None

April 2019

Project Description	Develop the Plans, Specifications and Estimate for roadway improvements necessitated by the development for the Summit at Rivery.
Purpose	To provide improved traffic flow into the Summit at Rivery hotel and conference center from Williams Drive
Project Manager	Joel Weaver, Chris Pousson and Wesley Wright, P.E.
Engineer	M&S Engineering, LLC



LOCATION MAP
NOT TO SCALE

Element	Status / Issues		
Design	**EB Williams @ Rivery turn lane design complete. Working on ROW/Easement needs.**		
Environmental /Archeology	TBD		
Rights of Way	**All easements acquired.** **Additional easements are needed for EB Williams @ Rivery turn lane, in acquisition now.**	Total Parcels:	**3**
		Appraised:	**3**
		Offers:	**3**
		Acquired:	**0**
		Closing pending:	**2**
		Condemnation:	**0**
Utility Relocations	Atmos to relocate 1 – 3" line		
Bid Phase	TBD		
Construction	TD		
Other Issues	TBD		

Rivery Boulevard Extension
(Williams Drive to Northwest Boulevard @ Fontana Drive)

Project No. 5RM TIP No. AD

April 2019

Project Description Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivery Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.

Purpose To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivery Boulevard and Wolf Ranch Parkway.

Project Manager Travis Baird, Joel Weaver, and Wesley Wright, P.E.

Engineer Kasberg Patrick and Associates



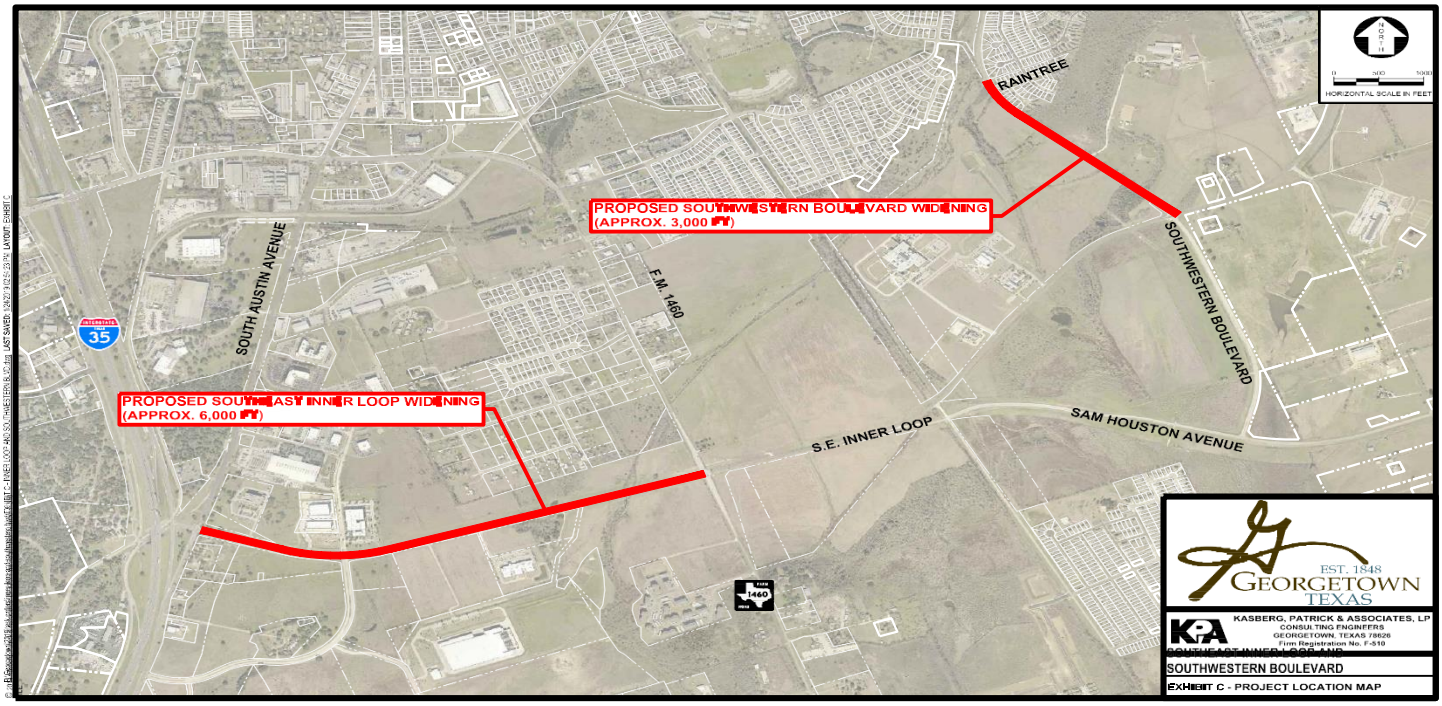
Element	Status / Issues		
Design	**Complete**		
Environmental/ Archeology	Complete		
Rights of Way	**Offers have been made on 22 parcels, and 20 have closed. Environmental assessment complete on 11 parcels in preparation for demolition. Condemnation proceedings have been requested on 2 parcels. Aggressive efforts continue to close all outstanding parcels in FY 2017.**	Total Parcels:	**22**
		Appraised:	**22**
		Offers:	**22**
		Acquired:	**20**
		Closing pending:	**0**
		Condemnation:	**2**
Utility Relocations	TBD		
Construction	Utility installation relocation nearing completion. Roadway base 95% Curb and gutter 95%, concrete flatwork 40% Late summer 2019 expected completion.		
Other Issues			

Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway
Project No.
April 2019

Project Description FM 1460 to Austin Avenue Roadway Widening Project & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway Widening Project (See Attached Exhibit C). The professional services will consist of providing final roadway, drainage, water, wastewater, incidental designs, as well as, utility coordination, ROW support, environmental phase I investigations, archeological investigations, geotechnical investigations, ROW & Temporary Construction Easement (TCE) metes and bounds documents, bidding documents, bidding services, and construction administration services.

Project Managers Joel Weaver and Wesley Wright, P.E.

Engineer KPA & Associates



Element	Status / Issues		
Design	**Design to begin April 2019 on a 9 month schedule** **Survey underway**		
Environmental/ Archeological	**Efforts to begin April 2019 and any issues are expected to be identified in the coming month.**		
Rights of Way	**ROW needs on Southwestern to be determined**	Total Parcels:	**0**
		Possession:	**0**
		Pending:	**0**
Utility Relocations	**To be determined**		
Construction			
Other Issues	None.		

GEDCO - ACTIVE PERFORMANCE AGREEMENTS STATUS REPORT					
March 18, 2019					
Name	Description	Start Date (Council Approved)	End Date	$ Encumbered	$ Expended
DisperSol	Grant for job creation related to expansion of manufacturing facilities. Final payment pending compliance review.	10/16/2014	2/15/2019	$ 250,000	$ 150,000
Radiation Detection Corporation	Grant for Qualified Expenditures and job creation related to the relocation of the corporate offices to Georgetown.	7/23/2013	12/31/2021	$ 320,000	$ 320,000
KJ Scientific (KJS)	Provide a grant of the equipment obtained in the TLCC brand acquisition to KJ Scientific (KJS) to retain the business in Georgetown.The retention equipment grant is for five years with KJS obligated to pay a pro-rated amount of $10,000 per year should they relocate outside of the City.	2/27/2018	12/31/2022	$ 50,000	$ 50,000.00
Holt Caterpillar	GEDCO to provide up to $185,000 infrastructure grant for the cost of connecting to a new wastewater line run to the property by the City. Approved by Council on 1/24/17.	1/24/2017		$ 185,000	
Radiation Detection Corporation 2	Grant for job creation and reimbursement of Qualified Expenditures related to the expansion of the existing HQ corporate offices located in Georgetown.	6/13/2018	6/1/2019	$ 150,000	$ -
Georgetown Development I, LLC	Infrastructure reimbursement grant of $500,000 for qualified expenditures related to the development of 90,000 SF of speculative business park space in Georgetown at the Westinghouse Business Center.	10/9/2018	6/1/2021	$ 500,000	
WBW Development	Infrastructure reimbursement grant of $200,000 for qualified expenditures and a $120,000 job creation grant for the creation of 30 jobs over 6 years related to the development of their headquarters location in Downtown Georgetown.	2/12/2019	within 6 years of the certificate of occupancy date	$ 320,000	

City of Georgetown, Texas
City Council Regular Meeting
April 23, 2019

SUBJECT:

Sec. 551.071: Consultation with Attorney

Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items

- Litigation Update

Sec. 551.072: Deliberations about Real Property

- Sale of Property - 103 West 7th Street -- Travis Baird, Real Estate Services Manager

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchased Power Update

Sec. 551:074: Personnel Matters

City Manager, City Attorney, City Secretary and Municipal Judge: Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

ITEM SUMMARY:

FINANCIAL IMPACT:

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SUBMITTED BY:

Karen Frost, Assistant City Secretary