

Notice of Meeting of the Governing Body of the City of Georgetown, Texas October 22, 2019

The Georgetown City Council will meet on October 22, 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

- Chiropractic Health Month Proclamation
- Planning Month Proclamation
- Extra Mile Day Proclamation
- Lights on Afterschool Proclamation

City Council Regional Board Reports

Announcements

- Halloween Festival
- Adults with Disabilities Dance
- Father Daughter Dance
- Stargazing at Garey Park
- Blood Drive
- Youth Fishing Derby
- 2019 Water Summit

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, October 8, 2019 -- Robyn Densmore, City Secretary
- C Consideration and possible action to designate the **Field of Honor®** as a **City-Sponsored Special Event** -- Shirley Rinn, Executive Assistant to the City Manager
- D Consideration and possible action to authorize the **expenditure of funds** in the amount of **\$84,000.00** for the agreement between the City of Georgetown and **Dr. Ryan Ramsey** as **Medical Director** for the Fire/Medical Department -- John Sullivan, Fire Chief
- E Consideration and possible action to approve of the **annual payment** for the **operation** of the **county wide radio communications system** to **Williamson County** in the amount of **\$219,804.00** -- Stan Hohman, Fleet Services Manager
- F Consideration and possible action to approve the **annual estimated expenditures** with **Amazon.com** to provide a variety of **supplies** and **equipment** through the **Omnia Purchasing Cooperative, Contract R-TC-17006**, in an amount not to exceed **\$100,000.00** -- Cheryl Turney, Acting Purchasing Manager
- G Consideration and possible action to authorize the City of Georgetown to participate in an **Interlocal Participation Agreement** for the **GoodBuy Purchasing Cooperative** for the purpose of participating in their **purchasing cooperative program** -- Cheryl Turney, Acting Purchasing Manager
- H Consideration and possible action to approve **Task Order KPA-20-003** with **Kasberg, Patrick, and Associates** in the amount of **\$60,000.00** for **new development plan review support services** -- Wesley Wright, PE, Systems Engineering Director
- I Consideration and possible action to approve a **Master Service Agreement** for **landscape architectural professional services** with **RVI Planning and Landscape Architecture (RVI)** of Austin, Texas -- Kimberly Garrett, Parks and Recreation Director
- J Consideration and possible action to approve a **one year contract renewal** with **Stillwater Site Services** in an amount not to exceed **\$210,025.50** and an **amendment** and **one-year contract renewal** with **Heart of Texas Landscape and Irrigation Co.** in an amount not to exceed **\$434,779.12**, for **landscaping** and **grounds maintenance services** -- Kimberly Garrett, Parks and Recreation Director
- K Consideration and possible action to approve the **renewal** of an **annual Blanket Agreement** with **Predictable Business Strategies, LLC d/b/a PBS of Texas** to provide **janitorial services** pursuant to a piggyback clause in City of Round Rock **Contract No. R-2018-5767** in an amount not to exceed **\$794,160.00** -- Kimberly Garrett, Parks and Recreation Director
- L **Forwarded from the Library Advisory Board:**
Consideration and possible action to authorize library staff to **purchase library materials** from **Ingram, Inc.** in a total amount not to exceed **\$230,000.00** for **FY2019-20** -- Eric Lashley, Library Services Director
- M **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to approve **Task Order KPA-20-001** to **Kasberg, Patrick, and Associates, LP (KPA)** in the amount of **\$162,970.00** for **professional engineering services** related to the **FY20 Downtown ADA Improvements** -- Wesley Wright, PE, Systems Engineering Director
- N **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to award a **contract** to **Royal Vista, Inc.** of Liberty Hill, Texas for the **construction** of the **17th Street CDBG Sidewalk project** in the amount of **\$163,405.00** -- Wesley Wright, P.E., Systems Engineering Director
- O **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to approve **Task Order KPA 20-002** with **Kasberg, Patrick, and Associates, LP** in the amount of **\$423,500.00** for **professional engineering services**

related to **FY20 Street Maintenance and Curb and Gutter replacement** -- Wesley Wright, PE, Systems Engineering Director

- P **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to authorize the **expenditure of funds** for the **purchase of single phase electric meters and water modules** for the **Advanced Meter Infrastructure system** for an annual estimated expenditure of **\$800,000.00** from **Elster Solutions, LLC**, pursuant to the **Settlement/Compromise Agreement** between the City of Georgetown and Elster Solutions approved by Council on November 27, 2018 -- Glenn W. Dishong, Water Utilities Director
- Q **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve the **third renewal for sludge and bio-solids transport and disposal services**, with **Sheridan Environmental, LLC**, in an amount not to exceed **\$556,234.87** -- Glenn W. Dishong, Water Utilities Director
- R **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve a **renewal for contracted wastewater laboratory services**, with **Pollution Control Services Laboratory** in the estimated amount of **\$74,508.00** -- Glenn W. Dishong, Water Utilities Director
- S **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to **renew the Tree Trimming and Vegetation Management Contract to National Tree Expert Company, Inc.** of Burnet, Texas, in the estimated amount of **\$280,000.00** -- Daniel Bethapudi, Electric General Manager
- T **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve the **second renewal for Brush Trimming and Removal Services to Austex Tree Service, Inc.**, of Round Rock, Texas in the estimated amount of **\$100,000.00** -- Daniel Bethapudi, Electric General Manager
- U **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to **renew the contract for labor services for Outside Plant Fiber Optic Infrastructure Construction to JC Communications** of Cedar Park, Texas, in the not to exceed amount of **\$300,000.00** -- Wesley Wright, P.E., Systems Engineering Director
- V **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to **renew the Annual Electric System Underground Construction and Maintenance Bid for labor services to Pedro S.S. Services, Inc.** of Austin, Texas, in the not to exceed amount of **\$2,500,000.00** -- Wesley Wright, P.E., Systems Engineering Director
- W **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve **Task Order CDM-20-002 for Utility Evaluation Support**, to **CDM Smith Inc.** in the amount of **\$55,000.00** -- Wesley Wright, PE, Systems Engineering Director
- X **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve a **Contract Amendment with Royal Vista, Inc.** of Liberty Hill, Texas for **relocating water and wastewater utilities along 7th Street** in the amount of **\$278,735.00** -- Wesley Wright, P.E., Systems Engineering Director

Legislative Regular Agenda

- Y **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to approve an **appropriation of \$2,650,000.00 to AvFuel Corporation for annual fuel purchases for resale** at the Georgetown Municipal Airport -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Acting Director of Public Works
- Z **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to **continue utilizing the annual agreement for LCRA Material Acquisition to purchase electric distribution, fiber, water, safety, and substation materials, hardware, and tools for Fiscal Year 2020** from **Techline Ltd.** under their contract

with the Lower Colorado River Authority ("LCRA") Electric Material Acquisition Program in the not to exceed amount of **\$4,000,000.00** -- Wesley Wright, PE, Systems Engineering Director

- AA Consideration and Possible action to approve a Resolution **releasing a portion of a 0.929-acre Temporary Emergency Access Easement** across land in the the William Addison Survey, Abstract 21; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- AB Consideration and possible action to approve a **municipal services agreement** with **Blake and Terilyn Henderson**, for the provision of municipal services to an approximately **30.13-acre** tract of land in the William Addison Survey, Abstract No. 21, and approximately 1.182 acres of Rockride Lane, generally located at **2488 Rockride Lane**, upon annexation (2019-6-ANX) -- Sofia Nelson, CNU-A, Planning Director
- AC Consideration and possible action to approve a **municipal services agreement** with **H4WR Phase 3A, LLC**, for the provision of municipal services to an approximately **0.306-acre** tract in the Joseph B. Pulsifer Survey, Abstract No. 498, generally located in the 0-100 block of **Skyline Road** (generally adjacent to the Hillwood-Wolf Ranch subdivision and north of the proposed Maravilla subdivision) -- Sofia Nelson, CNU-A, Planning Director
- AD **Public Hearing and First Reading** of an Ordinance for a **Zoning Map Amendment to rezone** an approximately **0.81-acre** tract of land out of the J.B. Pulsifer Survey, Abstract No. 498, also known as the Orville Perry Survey, Abstract No. 10, **from the Agricultural (AG) district to the Office (OF) district**, for the property generally located at **1340 W University Ave** (2019-6-REZ) -- Sofia Nelson, CNU-A, Planning Director
- AE **Public Hearing and First Reading** of an Ordinance for the **voluntary annexation** of an approximate **1.123-acre** tract in the J.B. Pulsifer Survey, Abstract No. 498, for the property generally located at **34 Skyline Drive** -- Sofia Nelson, CNU-A, Planning Director
- AF **Second Reading** of an Ordinance on a request to **rezone** approximately **0.165** acres out of Lots 5 and 8, Block 38, City of Georgetown and a **portion W 6th St** a 60-foot wide roadway **from the Residential Single-Family (RS) district to the Mixed Use Downtown (MU-DT) district**, generally located at **601 S Main Street** (2019-13-REZ) -- Sofia Nelson, CNU-A, Planning Director
- AG **Second Public Hearing** for the **annexation** of approximately **80.79 acres** of the **City-owned right-of-way** situated in part in the Joseph Thompson Survey, Abstract No. 608, in part in the John Powell Survey, Abstract No. 491, and in part of the Lewis J. Dyches Survey, Abstract No. 180, to be known as the **Southwest Bypass** (2019-7-ANX) -- Sofia Nelson, CNU-A, Planning Director

Project Updates

- AH 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 and 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 -- Wayne Nero, Police Chief

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. Speakers will be allowed up to three minutes to 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. Speakers will be given up to three minutes to address the City Council. The City Secretary can be reached at (512) 931-7715 or cs@georgetown.org. Speakers will be allowed up to three minutes to speak.

AI At the time of posting, no persons had 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.

AJ 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

- Proposed Settlement in the City of Georgetown v. Lera Brock Hughes Trust No. 2, George J. Shia, Co-Trustee and Forrest N. Troutman, Co-Trustee, et al
- Proposed Settlement in the City of Georgetown v. Georgetown 116 Development Partners, LP
- PEC Update

Sec. 551.087: Deliberations Regarding Economic Development Negotiations

- Project Big C

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 as required by law, 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
October 22, 2019

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, October 8, 2019 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Workshop Meeting Minutes 10.08.2019

CC Reg Meeting Minutes 10.08.2019

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, October 8, 2019**

The Georgetown City Council will meet on Tuesday, October 8, 2019 at 3:00 PM at the Council Chambers, at 510 West 9th Street, Georgetown, TX 78626.

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Mayor Ross called the meeting to order at 3:03 p.m. The following Council Members were in attendance. Mayor Dale Ross; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7. District 1 is vacant.

Nicholson arrived at 3:35 p.m. during Item B.

Policy Development/Review Workshop – Call to order at 3:00 PM

A. Presentation and discussion regarding the police department's small Unmanned Aircraft System (sUAS) Program -- Wayne Nero, Chief of Police

Nero presented the item and described a drone and noted the difference between a drone and a Small Unmanned Aircraft (sUAS). He then reviewed the program benefits that include: low cost; rapidly deployable; active scene situational awareness; enhanced command and control; first responder safety; fatality crash scene documentation; crime scene documentation; missing person; search and rescue; suspect apprehension; tactical operation support; accident reconstruction; enhanced mapping; and hazmat/fire suppression. Nero noted the programmatic roadmap including: research and site visits; policy development; sUAS procurement; authorization to operate via the FAA Part 107 or Certificate of Authorization; pilot selection and training; and will be operational Fall 2019. He reviewed the program costs of \$25,000.00 that uses Seized Funds and includes: 4 Tello Airframes (Trainers); 2 DJI MAVIC AIR (Daytime); 2 MAVIC 2 Enterprise (Nighttime); controllers, batteries, and accessories; and pilot training/certification. Nero stated that program maintenance is to be determined but the initial cost comes at no cost to the taxpayers. He then described the capabilities of the different types of sUAS and did a demo of their capabilities. Nero reviewed the training required that includes FAA certification and law enforcement related training courses. He reviewed the FAA Flight Authorization that covers: FAA Part 107 Small UAS Rule (Part 107); Certificate of Authorization (COA); and Nighttime Ops/Flight Over Crowds. Nero reviewed the privacy concerns and the law. He noted that the following are factors: invasion of privacy is covered by the 4th Amendment and Texas law; regulatory requirements are covered by the FAA and State of Texas Law; technology is new and rapidly evolving; and the PD will stay on top of the law, policy, and training. Nero reviewed the legal considerations of the following: 4th Amendment of the US Constitution covering reasonable expectation of privacy (RXP) test; Texas Government Code 423.002 relating to lawful image capture that requires consent property owner, is pursuant to valid search/arrest warrant, immediate pursuit of suspect (non-

misdemeanor), crime scene documentation (non-misdemeanor) including human fatality, motor vehicle accident, and any motor vehicle accident on State highway/Interstate; search for missing person; high risk tactical operation or threat to human life; search & rescue (imminent danger); hazmat/fire suppression; and public real property or persons on that property.

Jonrowe asked about the use regarding right of privacy and if the sUAS could be used for passive monitoring. Nero responded the only time the PD can use them for passive monitoring for a public event, but not over anyone's personal property. Jonrowe asked of the sUAS caught footage of someone committing a crime at a public event, would that footage be admissible. Nero responded yes, it would. He added that there is no right to privacy in a public place.

Gonzalez asked if in the PD's research they had come across any unintended and negative consequences. Nero responded no.

Pitts asked about the frequency of use. Nero responded that he wasn't sure how to answer because they hadn't had then in place to collect the data. He added that different times of year lead to different incidents where they could be used. Nero continued that PD would be collecting data on all of the usage.

Mayor Ross noted that this was just another tool for law enforcement. Nero responded correct. Mayor Ross noted an incident that happened where this type of technology was helpful. Mayor Ross noted the concern of privacy rights and asked about training. Nero responded that part of that type of information staff already has and it's not much different that what staff is doing now. Mayor Ross noted the desire to ensure that citizens' rights are protected.

Jonrowe asked if Council will be allowed to set parameters for when used, ex: Red Poppy. Nero responded sure. David Morgan, City Manager stated that staff can bring that back to Council for review. Ross stated that Council should review and then determine if another Workshop is needed. Gonzalez stated that if the law is being followed and a public space is a public space and he doesn't know what more could be done. Nero responded that staffing needs to grow or leverage technology. Jonrowe stated that technology is wonderful and now it's down to implementation.

Nero reviewed the Texas Government Code 423.008 reporting requirements for populations over 150,000 that will be utilized and include: reporting every odd year; Submitted to the Governor, Lt. Governor, and each member of legislature; retaining footage for public viewing and posted on agency website; and the report will include the number of times used (date, time, location, incident type, justification for use) and all PD training and operational flights (on 2 operational airframes) will be captured via DroneSense.

Jonrowe asked if data be collected for internal use. Nero responded yes.

Nero provided a demonstration of the sUAS and their functionality.

Fought asked what happens when one fan quits. Nero responded that he's not sure.

Gonzalez asked about the length of flight time. Nero responded that the flight time is 15-30 minutes depending on the model. Gonzalez asked if that time can be expanded. Nero responded that the aircraft could be tethered to allow for longer recordings. Gonzalez asked about the charge time. Nero responded multiple batteries allow for quick swapping and continued use.

Ross asked if license plate numbers are visible. Nero responded yes. Ross asked what the next steps were. Nero responded training and implementation.

B. Presentation and discussion regarding the Ride Share 2.0 Program -- Ray Miller, Transportation Planning Coordinator

Miller presented the item and reviewed the previous Lyft Pilot Program that included: a program budget of \$25,000.00; rider pays \$2.00 base fee; flat City subsidy of \$10.00; rider pays remaining balance if exceeding City subsidy; each user receives 10 rides per month; 24 hours a day service; and promo codes were geofenced and could only be used within the Georgetown City Limits. He then reviewed the program statistics. Miller then reviewed the Transportation Development Plan and its goals that include: providing a safe, reliable, efficient, and accessible transportation option for residents and visitors of Georgetown with the objective of improving service efficiency and reliability for existing service by meeting or exceeding established standards of performance; adequately address the mobility needs of Georgetown residents with the objective of improving access to employment, healthcare, shopping, and recreation; maximizing resource utilization and operational efficiency with respect to system administration and operations with the objective of maintaining capital assets (vehicles and maintenance materials) in a state of good repair; and developing a local system that operates effectively in the short-term, continues to develop an audience for regional transit options in the mid-term, and will connect the local community to the region in the long-term with an objective of providing access to activity centers today with an understanding of where future regional transit infrastructure is proposed to be located. He then covered the goals for the Pilot Program which are to evaluate whether ride share is a viable alternative/supplement to the current Go Geo program and structure the pilot program towards the populations that would most benefit from a public transportation system. Miller noted the program options of: continuing the previous Pilot Program where the City can provide a Promo Code that offers a discount that would be Geofenced for the entire City; or a new proposed Pilot Program where the City can set Promo Codes that offers a discount for trips that stop or start within a specific area of the City, Lyft does not collect any type of demographic data, however the City does, the City could select the areas that would be Geofenced and a discount would be applied to any trip that starts or ends in that area and this would apply to trips that would go outside of the City limits as long as the ride starts or ends in one of the specific area. He then reviewed a map of Median Income in the City and noted that the City can Geofence by Census Tracts based on median income, age, etc. Miller stated that the proposed new Lyft Pilot Program would have the following: program budget of \$50,000.00; rider pays \$2.00 base fee; flat City subsidy of \$10.00; rider pays remaining balance if exceeding City subsidy; each user receives 10 rides per month; 24 hours a day service; promo codes are Geofenced and could only be used within the low to moderate income Census tracts within the Georgetown City Limits.

Gonzalez asked if a survey could be sent to riders. Miller responded that the City could try that. Morgan asked for clarification and if Gonzalez was referring to those riders that use the voucher. Gonzalez responded correct. Miller noted that Lyft will provide time of day data.

Pitts asked about marketing for the program. Miller responded that staff can utilize service agencies and partners to get the word out. Morgan noted that the communications team will use a variety of avenues to promote the program. Gonzalez asked that staff not only promote the program, but also the way it works in different situations. Pitts stated that some type of effort to get word out is needed. Miller responded that staff will work to get the information out to citizens.

Fought noted the purpose of targeting a population likely to be lower income and need transportation.

He then asked about people on fixed incomes that are not in these neighborhoods and will now be excluded. Fought asked how will staff know that by focusing on these neighborhoods the City effectively reaching the right population. Morgan responded that staff answered that question in the first test run and staff actions to move the program forward. Fought stated that staff should consider working with the Caring Place. Mayor Ross stated that he agrees with Councilman Fought.

Jonrowe stated that she would like a more refined process. She added that she has safety concerns with Lyft and Uber and asked if Council could get a copy of the vetting process for drivers. Jonrowe also noted her concerns related usability should the drivers go on strike.

Triggs noted his concerns about the future viability of Lyft and Uber as companies. He then asked what the City's liability carrier thinks of the program because they don't do the same vetting that a bus company would do. Morgan stated that staff does not have that information at this time, but will follow-up.

Gonzalez stated that the idea of the Lyft pilot is not to see if Lyft does or doesn't work. He added that the cost of a bus system is not reasonable for a City of this size and the City is just providing a voucher, not running the company. Gonzalez noted that this is an opportunity to provide another option for the citizens.

Michael Spano signed up to speak on the item and yielded his time to Larry Olson for six total minutes. Mr. Olson informed Council of the Arlington on Demand transportation system.

Morgan asked for direction from Council and noted that the test program was put into budget. He added that the City has one more year with the current program and another round with test program. Morgan stated that Mr. Olson provided a lot of possible options that could be considered in the Spring. He added that this type of program and technology was not around when the City was considering their origination transportation plan options. Mayor Ross asked if Morgan mean the technology of scheduling a ride and being on the road within 15 minutes. Morgan clarified that he was speaking to the \$50,000.00 currently earmarked for the program. He added that staff reach out and see if there is an option similar to Arlington program that would fit within the budget. Mayor Ross stated that it would serve Council well to look at this option and it would offer better vetting of drivers. He added that the 15-minute timeframe is impressive. Morgan stated that staff will look at this program and bring the information back in Spring. He then asked if council still wants to do test program.

Nicholson asked if one of the routes that was least used was dropped, would it free up some funding. Miller responded that on demand is currently just for paratransit, but staff could review. Nicholson noted that two are strong and two are not performing as well.

Fought stated that by continuing the Lyft program staff would gain more data. He added that he would still like to hear from the City's liability insurance.

Pitts noted that the City can do geofencing for difference income tracts, but could the City allow a tiered structure for different areas. Miller responded that staff could look at that possibility.

Mayor Ross asked if Council is in agreement with Fought. No one opposed.

- C. Presentation and discussion regarding the Convention & Visitors Bureau Strategic Plan -- Cari Miller, Tourism Manager

Miller introduced the item and then introduced John Wisnet from Northstar Consultants. Mr. Wisnet presented on the Strategic Plan process. He reviewed Georgetown's Strategic Plan Principles that include: focused on mission; true to core values; destination and agency focused; based on research; concise; short, middle, and long-term plans. Wisnet the Georgetown Strategic Plan Process and Research. He then reviewed the situation analysis that included noting: Georgetown's tourism product is strong; branding is excellent and occupies a unique position related to other destinations; the destination has a large potential market from which to attract visitors; the CVB is doing a very good job; tourism, the CVB, and the desire to grow tourism have strong support from City leadership and stakeholder community; and the intent of the Strategic Plan: Taking Georgetown's Tourism to the Next Level. Wisnet then reviewed graphs on Visitor Spending in Georgetown, Tourism-Related Employment, Tourism-Related Payroll, Total Tourism-Related Tax Collections, and Georgetown Hotel Tax Collections that all showed an increase in spending. He recalled the Georgetown's strengths that include: strong brand "Most Beautiful Town Square in Texas" Downtown Square (mentioned most often by respondents); authenticity/character of architecture (particularly downtown); diversity of retail/dining/arts in downtown; downtown walkability; free parking; "Small-town" atmosphere with many modern amenities; excellent conference facility (Sheraton); proximity to Austin; strong support of City leadership for tourism; strong and growing arts community and offerings/ attractive and diverse offering of public art; attractive and convenient downtown Visitor Center staffed by knowledgeable personnel; community is perceived as being friendly/welcoming, safe, and clean; easy access from other areas in Texas via interstate; Southwestern University campus; partnership with "Daytripper" and creative branding of Georgetown as a day-trip destination; parks, trails system, quality of athletic fields; Inner Space Caverns attracts thousands of visitors; and Sun City (growing retirement community/ population. Wisnet reviewed the City's weaknesses which include: lack of knowledge in the general market region (150-200 miles) of Georgetown as a destination; lack of knowledge on the part of community about the work of the CVB; lack of a comprehensive long-term marketing plan; traffic issues (as city has grown, traffic has also increased); nothing on the interstate informing drivers of Georgetown's offerings/encouraging them to exit; hospitality training needed in visitor-contact points other than the downtown Visitor Center; perceived lack of upscale restaurants; perceived lack of diversity of things to do in Georgetown; limited hours of operation of downtown merchants; and Blue Hole Park has lost some of its appeal due to overuse and the type of use. He noted the City's opportunities which include: Georgetown becoming the hub of a tourism region/collaboration with nearby communities; overall growth and development of Garey Park; additional development of wineries, breweries, and driving trails connecting these attractors; development of an interstate visitor center; development of additional hotels; attracting more conferences/meetings; attracting amateur sporting events; improved and more attractive wayfinding around town; need more entertainment options; increase the number of overnight visitors; development of a comprehensive marketing/sales plan to increase visitation & overnight stay; and incorporation of the draw of the Kalahari Resort to increase visitation to Georgetown. Wisnet reviewed Georgetown's threats which include: development of the Kalahari water park/resort/convention facility in nearby Round Rock, TX; maintaining Georgetown's small-town charm as the city grows commercially; Round Rock already established as an amateur sports destination; and the growing perception by some that Georgetown is becoming primarily a retirement community. He reviewed the different strategies and provided key actions for each that include: Strategy 1: Vision, have a clearly defined and broadly accepted vision for the destination and the organization; Strategy 2: Visitor Experience & Services, enhance the quality of visitors' experience by ensuring easy access to helpful resources and easy travel throughout Georgetown, develop, build, and operate a new state-of-the-art Visitor Center in downtown Georgetown, have a 2-year plan and timeline for design and construction, utilize CVB staff and visitor center best practices in the planning and design, maintain operations of the Visitor Center/CVB offices in current location during construction, once new Visitor Center is built and occupied, dispose of the current location in a manner determined by the City leadership; Strategy 3: Marketing & Advertising, expand marketing and advertising programs to increase the awareness of

Georgetown as a travel destination to consumers in the City's primary feeder markets; Strategy 4: Sales, increase the economic impact of travel in Georgetown through targeted sales activities; Strategy 5: Public Relations & Communications, increase Georgetown's visibility and attractiveness as a travel destination to consumers through public relations activities and earned media on all platforms, and increase the knowledge of citizens and stakeholders regarding the Georgetown CVB's program of work; and Strategy 6: Staffing, staff the CVB in a manner that allows it to effectively and efficiently accomplish its program of work. Wisnet the noted the next steps that are to implement Strategy 1 and Strategy 2.

Miller noted that staff will work on a destination mission statement and a staff mission statement. She added that staff will also fully implement the Hospitality Training Program. Miller added that staff will also investigate a public/private partnership to build a new visitors center.

Nicholson noted that she would like to see an update quarterly/every six months on progress made toward plan.

Wisnet noted that a strategic plan is a moving target and he is available to staff going forward.

Fought stated that he enjoyed seeing the great income numbers.

D. Electric Risk Management Policy -- Daniel Bethapudi, General Manager of Electric

Bethapudi presented the item and provided background and idea for the future of the Electric Risk Manage Policy. Ramsey Cripe with Schneider Engineering then presented on the topic. He reviewed the existing risk management policy noting that: current policy implemented and approved in 2013; was developed to comply with ERCOT credit standards; and has the core components of identifying City Council as primary body overseeing all risk; identifying General Manager of Utilities as primary daily risk manager; and identifying reporting requirements by the General Manager to the City Council regarding purchase/execution of wholesale power and natural gas hedges, CRR portfolio, positions, risk exposure, and performance. Cripe gave an overview of the suggested changes to the policy that included the following: Why – to manage all areas of significant risk to the GUS portfolio; What – defines risk and how it applies to the GUS portfolio; Who – identifies which party is responsible for risk oversight and in what way; When – evaluates long and short-term risks and portfolio valuation and manages how those risks ought to be managed; and How – policy should exist as a broad construct within the ordinances and more detailed strategy in a confidential internal document. He then reviewed the policy structure related to General Policy and oversight. Cripe suggested having a proposed body containing the Council and GUS Board with the roles and responsibilities of general fiscal review, broad policy direction, and new group comprised of City Managers, GM of Utilities, and Finance Director. He then reviewed the proposed policy structure related to in-depth oversight and review and suggested a proposed body consisting of the Utility Finance Committee and a new group comprised of City Managers, GM of Utilities, and Finance Director with the roles and responsibilities of weekly review of activities made up of in-depth fiscal review and policy management and implementation.

Mayor Ross asked why there was not someone with healthy skepticism on that body. Cripe responded that this group was intended to ensure compliance with City policy. Mayor Ross that he understood but there were not any independents in that proposed group. Cripe stated that it can be considered.

Cripe continued the presentation and reviewed the policy structure related to daily management and suggested a proposed body of the General Manager of Utilities and staff, the Energy Manager/QSE, and third-party consultants with the roles and responsibilities of daily management of portfolio in line

with policies and directives established by oversight bodies and taking towards long term price stabilization of the portfolio.

Pitts asked if the structure being proposed was designed for City of Georgetown specifically. Cripe responded that it is a pretty standard utility practice. Bethapudi added that staff reviewed municipalities with similar risk structures and it can be modified more to fit Georgetown's specific case. He stated that staff is considering a third-party contact to verify that the policy put in place is being followed by those in the organization.

Nicholson asked about the opportunity to schedule a committee on Tuesdays to have a member of Council present. Bethapudi responded that the goal of the policy is provide all of the proper checks and balances. He added that Council needs to be comfortable with the proposed policy. Mayor Ross stated that if council is going to be ultimately held accountable, they need oversight. He added that independence is a key quality if you want to manage something and suggested including one or two council members at a more detailed level. Pitts asked about the Utility Finance Committee. Morgan responded that it is being proposed to be comprised of City Manager, Assistant City Manager, General Manager of Electric, and Finance Director. Mayor Ross asked where the GUS Board fits in. Morgan responded that Council and staff still need to discuss the composition of the GUS Board. He added that weekly financial oversight would happen. Bethapudi noted how the different review levels would work. Gonzalez asked if there was somewhere in the policy where there would be a subject matter expert to provide information to Council. Bethapudi responded that staff can bring in a completely separate entity to ensure that policy is being followed. Mayor Ross stated that there is a need for a third-party subject matter expert to allow Council to be comfortable with decisions being made. Bethapudi asked where that use should lie. Gonzalez stated that he is not intending for Council to micromanage the policy, but he would like information updates and explanations of actions and what the effects of those actions would be. Cripe stated that there are two things being heard: 1) make sure that two lower bodies that report to Council report clear and concise data, and 2) the clear and concise data needs to be verified by an independent outside party and make sure that policies are being adhered to. He added that this should be easy to include. Mayor Ross asked that the updated policy be brought back to Council for one more review before decision is made and final.

Cripe reviewed the proposed policy sections of Energy Management focusing on the long/short positions within the portfolio; Basis Management focusing on financial positions relating to congestion management; and Natural Gas Management focusing on fuel hedges relating to heat-rate based power contracts. He noted that all of the sections will have definition(s), governance, method(s) of measurement, and proscribed actions components. Cripe then reviewed the next steps and recapped Council feedback.

Morgan stated that some specific policies relate to confidential information and will be reviewed in an upcoming Executive Session.

Mayor Ross recessed the meeting into Executive Session at 5:00 p.m.

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.

E. 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

- Clearway
- Proposed Settlement in the City of Georgetown v. Lera Brock Hughes Trust No. 2, George J. Shia, Co-Trustee and Forrest N. Troutman, Co-Trustee, et al

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Energy RFP
- Purchase Power

Sec. 551.072: Deliberations about Real Property

- Real Estate, Downtown Property Sale -- Travis Baird, Real Estate Services

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

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, October 8, 2019**

The Georgetown City Council will meet on Tuesday, October 8, 2019 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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 113 East 8th Street for additional information; TTY users route through Relay Texas at 711.

Mayor Ross called the meeting to order at 6:08 p.m. The following Council Members were in attendance. Mayor Dale Ross; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7. District 1 is vacant.

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

- Tim Curtis with Georgetown Church of Christ

Pledge of Allegiance

- Emma with Brookwood in Georgetown (BiG)

Comments from the Mayor

- Doug Smith Proclamation
- Paulette Taylor Proclamation

City Council Regional Board Reports

- None

Announcements

- Hay Day at Garey Park

Action from Executive Session

Motion to authorize the City Attorney to file and prosecute an action in District Court of Williams County, Texas against Buckthorn Westex, LLC as discussed in Executive Session by Nicholson. Second by Fought.

Approved 6-0. (District 1 vacant.)

Motion to authorize a settlement offer in the City of Georgetown v. Hughes case on the terms discussed in Executive Session by Nicholson. Second by Pitts.

Approved 6-0. (District 1 vacant.)

Items D and F were pulled from the Consent Agenda and Item K was pulled from the Legislative Regular Agenda for future consideration.

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 Workshop and Regular Meetings held on September 24, 2019 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to appoint **Susan Cooper** to the **Library Advisory Board** to fill a vacancy -- Mayor Dale Ross
- D. Consideration and possible action to approve **one-year contract renewals** for **landscaping and grounds maintenance services** with **Stillwater Site Services** in an amount not to exceed **\$230,000.00** and **Heart of Texas Landscape and Irrigation Co.** in an amount not to exceed **\$419,779.12** -- Eric Nuner, Assistant Parks and Recreation Director
THIS ITEM WAS PULLED AND NOT TAKEN UP FOR DISCUSSION OR ACTION.
- E. Consideration and possible action to approve the **contract renewal** for **irrigation system services** for **City owned facilities** with **American Irrigation** of Georgetown, Texas for a period of **one year** in an estimated amount of **\$75,000.00** with the option to renew for three additional one-year periods -- Eric Nuner, Assistant Parks and Recreation Director
- F. **Forwarded from the Parks and Recreation Advisory Board:**
Consideration and possible action to approve **poured in place playground safety surfacing** at the **Creative Playscape, San Jose Park** and **Garey Park** to **Robertson Industries** (Buy Board Contract # 512-16) in the amount of **\$162,483.15** -- Eric Nuner, Assistant Parks and Recreation Director
THIS ITEM WAS PULLED AND NOT TAKEN UP FOR DISCUSSION OR ACTION.
- G. **Forwarded from the Parks and Recreation Advisory Board:**
Consideration and possible action to approve an **Interlocal Agreement** between the City of Georgetown and the **West Williamson County Municipal Utility District No. 1** for a **Public Parkland Maintenance agreement** for the **Oaks at San Gabriel Hike and Bike Trail** -- Kimberly Garrett, Parks and Recreation Director
- H. Consideration and possible action to approve a Resolution granting a **license** for the **encroachment** of **awnings** into the rights of way of **S. Church and E. 8th Streets**; and to authorize the Planning Director to execute the license agreement -- Travis Baird, Real Estate Services Manager
- I. Consideration and possible action to approve an award of an **Annual Blanket Agreement** with **Gulf Coast Paper Company** to provide **custodial supplies** and equipment through the BuyBoard Contract #569-18 in an amount not to exceed **\$110,000.00** -- Cheryl Turney, Acting Purchasing Manager

Motion by Pitts to approve entire consent agenda as presented, with the exception of Items D and F.
Second by Nicholson.

Approved 6-0. (District 1 vacant.)

Fought left at 6:25 p.m. after the Consent Agenda was approved and was not present for Legislative Regular Agenda.

Legislative Regular Agenda

- J. Consideration and possible action to approve a **municipal services agreement** with **Ashby Signature Homes, LLC**, for the provision of municipal services to an approximately 1.123-acre tract in the J.B. Pulsifer Survey, Abstract No. 498, generally located **at 34 Skyline Drive, upon annexation** – Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and reviewed the Location Map, Maravilla Neighborhood Map, annexation process, and tentative schedule.

Nelson read the caption.

Motion by Nicholson, second by Gonzalez.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- K. **Public Hearing and First Reading** of an Ordinance on a request to **rezone** approximately **2.55 acres** out of the Nicholas Porter Survey, Abstract No. 497, **from** the Residential Single-Family (**RS**) **district to the Office (OF) district**, for the property generally located at **1625 Williams Drive** (2019-12-REZ) -- Sofia Nelson, CNU-A, Planning Director
THIS ITEM WAS PULLED AND NOT TAKEN UP FOR DISCUSSION OR ACTION.

- L. **Public Hearing and First Reading** of an Ordinance on a request to **rezone** approximately **0.165 acres** out of Lots 5 and 8, Block 38, City of Georgetown and a portion W 6th St a 60-foot wide roadway **from** the Residential Single-Family (**RS**) **district to the Mixed Use Downtown (MU-DT) district**, generally located at **601 S Main Street** (2019-13-REZ) -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and reviewed the Location Map, Aerial Map, Future Land Use Map, and Zoning Map. She reviewed the Mixed-Use Downtown (MU-DT) designation and what is allowed. Nelson stated that the property complies to all of the criteria for rezoning and the request was unanimously approved by the Planning and Zoning Commission at their September 17, 2019 meeting.

Nelson read the caption.

Mayor Ross opened and closed the Public Hearing at 6:30 p.m. as there were no speakers.

Motion by Pitts, second by Nicholson.

Jonrowe asked why this wasn't done earlier. Nelson responded that she wasn't sure, but staff is addressing it now.

Approved 5-0. (District 1 vacant and Fought absent.)

- M. **Second Reading** of an Ordinance to approve the **Development Agreement for Parkside on the River Subdivision**, pertaining to a proposed new subdivision in Williamson County, Texas consisting of approximately **1,148 acres** generally situated **south of SH 29** and the **Water Oak Subdivision** and **north of RM 2243/Leander Road** between the **Preserve Subdivision** and the **River Ridge Subdivision**, and also including an approximately **62 acre tract** located **south of RM 2243 and west side of CR 176** -- Wayne Reed, Assistant City Manager

Items M, N, and O were presented together.

Reed presented the item and reviewed the history of the development and the primary changes in each agreement. He also noted an agreement from 2012 and that the new agreement will supersede the original agreement. Reed noted the obligations that will still be in effect under the new agreement.

Reed read the caption.

Motion by Nicholson, second by Gonzalez.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- N. Consideration and possible action to approve a **Resolution** of the City Council of Georgetown Texas approving the **Second Amended and Restated Consent Agreement** between the City of Georgetown, Laredo W.O., Ltd., HM Parkside, LP, HM CR 176-2243, L.P., **Williamson County Municipal Utility District No. 25**, and, upon their creation, **Parkside on the River Municipal Utility District No. 1** and the Additional District consisting of approximately **1,210 acres** generally situated **south of SH 29 at Water Oak Parkway** and **north of RM 2243/Leander Road** between the Preserve Subdivision and the River Ridge Subdivision, and also including an approximately **62 acre tract** located **south of RM 2243 and west side of CR 176** -- Wayne Reed, Assistant City Manager

Items M, N, and O were presented together.

Reed presented the item.

Reed read the caption.

Motion by Pitts, second by Gonzalez.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- O. Consideration and possible action to approve a **Resolution** of the City Council of Georgetown Texas approving the **annexation** of approximately **62.105 acres** of land into the boundaries of **Williamson County Municipal Utility District No. 25 (WCMUD #25)** -- Wayne Reed, Assistant City Manager

Items M, N, and O were presented together.

Reed presented the item.

Reed read the caption.

Motion by Gonzalez, second by Pitts.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- P. Consideration and possible action to approve **three funding agreements** between the City of Georgetown and **Habitat for Humanity of Williamson County** for the administration of the **City's Home Repair Program**, in a total amount not to exceed **\$55,000.00** – Susan Watkins, Housing Coordinator and James Foutz, Marketing and Conservation Manager

Sofia Nelson presented the item and reviewed the funding for Fiscal Year 2020 and the three proposed agreements.

Nelson read the caption.

Motion by Jonrowe, second by Pitts.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- Q. **Second Reading** of an Ordinance on a request to **rezone 0.43 acres** out of Blocks 67 of the Lost Addition, **from** the Residential Single-Family (**RS**) and the Planned Unit Development (**PUD**) **districts to** the Mixed-Use Downtown (**MU-DT**) **district**, generally located at **401 W University Avenue** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that here had been no changes since the first reading.

Nelson read the caption.

Motion by Pitts, second by Gonzalez.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- R. **Second Reading** of an Ordinance on a request to **rezone 0.44 acres** of Block G of the W.C. Dalrymple's Addition **from** the Residential Single-Family (**RS**) **district to** the Local Commercial (**C-1**) **district**, generally located at **408 West University Avenue** (2019-10-REZ) -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that there had been no changes since first reading.

Motion by Gonzalez, second by Nicholson.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- S. **Second Reading** of an Ordinance on a request to **rezone** Lot 1, Block D of the Dalrymple Addition **from** the Residential Single-Family (**RS**) **district to** the Neighborhood Commercial (**CN**) **district**, located at **1217 Timber** (2019-7-REZ) -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that there had been no changes since first reading.

Motion by Jonrowe, second by Gonzalez.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- T. **Second Reading** of an Ordinance **amending the Comprehensive Plan** to change the **Future Land Use designation from Low Density Residential to Moderate Density Residential** on an approximately 30.14-acre tract in the William Addison Survey, Abstract No.21, generally located at **2488 Rockride Lane**, to be known as **Rockride Lane Subdivision** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that there had been no changes since first reading.

Motion by Gonzalez, second by Nicholson.

No discussion.

Approved 5-0. (District 1 vacant and Fought absent.)

- U. Consideration and possible action to approve a **five-year purchasing agreement** with **WatchGuard** for **vehicle, body, and interview room cameras** in the amount of **\$799,240.78** for **FY2019/20** -- Wayne Nero, Chief of Police

Nero presented the item and noted that when the City implemented the body camera system there was a limited number of vendors. He added that after doing research, the City is changing vendors to better meet the needs of the Police Department. Nero reviewed the features of the system being purchased.

Gonzalez asked if this software will help with downloading information faster. Nero responded yes.

Pitts asked about the useful life of the cameras. Nero responded that the cameras will be replaced on a schedule. Pitts noted that by approving this the City is committing to ongoing funds for the project to keep everything up to date. Nero responded yes.

Nero read the caption.

Motion by Jonrowe, second by Gonzalez.

Pitts if a secondary company would be needed to implement this product. Nero responded no, it is one solution from one vendor. He added that there will be ongoing costs for maintenance.

Approved 5-0. (District 1 vacant and Fought absent.)

Project Updates

- V. 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

Morgan had no updates but offered to answer questions.

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. Speakers will be allowed up to three minutes to 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) 931-7715 or cs@georgetown.org. Speakers will be allowed up to three minutes to speak.

- W. - At the time of posting, no persons had 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.

- X. **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

- Clearway
- Proposed Settlement in the City of Georgetown v. Lera Brock Hughes Trust No. 2, George J. Shia, Co-Trustee and Forrest N. Troutman, Co-Trustee, et al

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Energy RFP
- Purchase Power

Sec. 551.072: Deliberations about Real Property

- Real Estate, Downtown Property Sale -- Travis Baird, Real Estate Services

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

Motion by Pitts, second by Gonzalez. Approved 5-0. (District 1 vacant and Fought absent.)

Meeting adjourned at 6:59 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to designate the **Field of Honor®** as a **City-Sponsored Special Event** -- Shirley Rinn, Executive Assistant to the City Manager

ITEM SUMMARY:

The 2019 Field of Honor event hosted by the Rotary of Club of Georgetown is being held November 9-17, 2019 in San Gabriel Park. This is the 3rd year that this event has been held in Georgetown to honor and recognize current, reserve, and past military and first responder heroes with a flag on the Field of Honor® in Georgetown and Central Texas, along with a week of other related activities.

The City has provided in-kind support for this event and has been recognized as an event sponsor in the past. Estimated in-kind expenses, include, but are not limited to, rental fees for San Gabriel Park facilities, fire inspection and review fees, special event fees, technology fees. The utilities have also been provided for the event and there is a police and fire presence during the duration of the event. The estimated fees for this year's event, not including police and fire participation or utility usage, is \$2,351. The out of town visitors that come to Georgetown to participate and reflect at this event and even purchase flags for their "heroes" has grown each year this event has been held in Georgetown.

The City Council had a workshop on February 26, 2019 regarding the fee waivers and directed staff to develop an Ordinance to incorporate the parameters discussed at the workshop to exempt temporary sign permit fees, special event fees for major and minor events as outlined in Resolution 021307-EE which established Special Event Guidelines for Major and Minor City Sponsored Events, and also parameters to waive certain building and inspection fees up to \$7,500 if requested by a 501c(3) non-profit that is a recipient of a Strategic Partnership for Community Services Grant for the fiscal year in which the building or inspection fee waiver request is made.

City Staff is working with the City Attorney's Office to draft an ordinance to bring back to Council for its consideration.

The Field of Honor® event will take place prior to the finalization of the draft of the ordinance and the 1st and 2nd readings.

The City Council is being asked to consider approving an exemption of the fees referenced above for this event in that the City of Georgetown has historically exempted the fees for this event, as well as provided the utilities. Any fee exemption requests for this event in the future will be handled in accordance with the approved ordinance as outlined above.

Additionally, pursuant to the City's Policy for Waiving Fees for Special Events, the City Council is asked to consider designating the Field of Honor® event a Major City-Sponsored Special Event. The criteria for a major city-sponsored event per the policy is as follows:

- In order for an event to be considered for eligibility in the Major City Sponsored Event category by the City Council, the event should meet at least two (2) or more of the following criteria:
 - Attracts tourists and visitors from outside the city.
 - Utilizes City property, facilities, streets, parks, equipment, and personnel.
 - Directly brings sales tax to the community.
 - Contributes motel/hotel tax to the community by overnight stays.
 - Encourages the promotion of the City's historical, natural, arts, or cultural assets.
 - All Major City Sponsored Events shall be approved by the City Council to be designated as such.

Major City Sponsored Events will have all fees, charges, and costs of the City waived. The sponsors of the event are required to complete and process a Special Event Permit in order to coordinate the usage of facilities and/or other resources such as personnel, barricades, refuse containers, amplified noise, utilities, or other special requirements.

FINANCIAL IMPACT:

Approximately \$2,351 in-kind for fees plus utilities and public safety in-kind contributions -- See Resolution No. 021307-EE

SUBMITTED BY:

Shirley Rinn on behalf of David Morgan, City Manager

ATTACHMENTS:

Resolution 021307-EE - City Sponsored Events Policy Guidelines

RESOLUTION NO. 021307-EE

**A Resolution of the City Council of the City of Georgetown, Texas
Establishing Special Event Guidelines for Major and Minor City Sponsored Events.**

WHEREAS, the City Council wishes to adopt a written policy for waiving fees for special events sponsored by the City of Georgetown; and

WHEREAS, it is the policy of this Council and the City of Georgetown to establish a systematic, fair and consistent procedure for the waiving of fees for special events sponsored by the City of Georgetown.

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 this resolution implements the following policies of the Century Plan - Policy Plan Element:

8.0 Policy Statement, which states: *Parks, open space, recreation facilities and services, and social and cultural activities contribute to an enhanced quality of life for the citizens of Georgetown.*

SECTION 2. That the attached City of Georgetown Policy for waiving fees for special events sponsored by the City of Georgetown, attached hereto as Exhibit "A" and incorporated herein, is hereby approved and adopted.

The City Council hereby finds and declares that written notice of the date, hour, place and subject at which this Resolution was adopted was posted and that such meeting was open

to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 13th day of February, 2007.

APPROVED:

ATTEST:

_____/s/_____
Gary Nelon
Mayor

_____/s/_____
Sandra D. Lee
City Secretary

APPROVED AS TO FORM:

_____/s/_____
Patricia E. Carls
City Attorney



**CITY OF GEORGETOWN
POLICY FOR WAIVING FEES FOR
SPECIAL EVENTS SPONSORED BY THE
CITY OF GEORGETOWN**

I. PURPOSE AND INTENT

The purpose and intent of this policy is to establish a systematic, fair, and consistent policy and process for waiving for waiving fees for special events sponsored by the City of Georgetown.

II. OBJECTIVES

The policy of the City of Georgetown waiving fees for events will be categorized by two (2) areas:

1. Major City Sponsored Events, and
2. Minor City Events.

III. CRITERIA

B. MAJOR CITY SPONSORED EVENTS

In order for an event to be considered for eligibility in the Major City Sponsored Event category by the City Council, the event should meet at least two (2) or more of the following criteria:

- Attracts tourists and visitors from outside the city.
- Utilizes City property, facilities, streets, parks, equipment, and personnel.
- Directly brings sales tax to the community.
- Contributes motel/hotel tax to the community by overnight stays.

- Encourages the promotion of the City’s historical, natural, arts, or cultural assets.
- All Major City Sponsored Events shall be approved by the City Council to be designated as such.

Major City Sponsored Events that have been approved in the past by the City Council are:

- Red Poppy Festival
- The Sertoma 4th of July Celebration
- The Georgetown Music Festival (no longer held)
- The Williamson County Sheriff’s Posse Rodeo Parade
- The Christmas Stroll
- Hill Country Wine and Food Festival
- The Festival of the Arts
- Up the Chisholm Trail

Major City Sponsored Events will have all fees, charges, and costs of the City waived. The sponsors of the event are required to complete and process a Special Event Permit in order to coordinate the usage of facilities and/or other resources such as personnel, barricades, refuse containers, amplified noise, utilities, or other special requirements.

B. MINOR CITY SPONSORED EVENTS

Minor City Sponsored Events may also have their fees reduced by application and approval of the City Manager. The sponsors of the event are required to complete and process a Special Event Permit with the City.

Minor City Sponsored Events that have been approved in the past include:

- Texas Mission of Mercy
- Project Graduation
- The Downtown Georgetown Association’s Art Walk
- The Garden Club’s Arbor Day Celebration and Flower Show.

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to authorize the **expenditure of funds** in the amount of **\$84,000.00** for the agreement between the City of Georgetown and **Dr. Ryan Ramsey** as **Medical Director** for the Fire/Medical Department -- John Sullivan, Fire Chief

ITEM SUMMARY:

Automatic renewal of the agreement between the City of Georgetown and Dr. Ryan Ramsey as Medical Director for the Fire/Medical Department in the amount of \$84,000.

FINANCIAL IMPACT:

\$84,000.00

SUBMITTED BY:

John Sullivan, Fire Chief

ATTACHMENTS:

Contract Agreement

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND DR RYAN RAMSEY
AS MEDICAL DIRECTOR FOR FIRE / MEDICAL DEPARTMENT
RESPONDERS

This agreement is entered into this date the first (1st) day of October 2016, by and between the City of Georgetown, Texas (hereinafter referred to as "City") and Ryan Ramsey, MD. (hereinafter referred to as "Medical Director").

Ryan Ramsey, M.D. hereby contracts with the City to serve as Medical Director of the City's Fire Department for the term listed below. His duties as Medical Director are outlined in Texas Administrative Code, Title 22, Part X, Chapter 197 Off-line Medical Director and shall include, but are not limited to: prescribing intravenous fluids and advance life support supplies, authorizing and approving protocols and standing orders for the City's Fire Department first responders, providing continuing education, oversight of annual / pre-employment medical evaluations and evaluation to the City's Fire Department EMS Program.

II.

The services provided by Dr. Ramsey are exempt from the competitive bidding requirements pursuant to §252.022(4), Texas Local Government Code.

III.

Throughout the term of this Agreement, Medical Director must maintain an unrestricted license to practice medicine in the State of Texas, meeting the requirements of Texas Administrative Code, Title 22, Part X, Chapter 197 Off-line Medical Director, and duly registered in Williamson County. Medical Director must also maintain state and federal licenses to prescribe all classes of controlled drugs.

IV.

Medical Director shall devote such of his time as is responsibly needed to fulfill the responsibilities and duties of the Medical Director for the City under the terms of this agreement. Such time shall be a minimum of seventy (70) hours per month. It is understood that Medical Director will continue to engage in private medical practice, within a Hospital Emergency Room (ER), when not performing the duties under this Agreement.

V.

The term of this agreement shall commence when signed by both parties, and *shall* remain in *effect* for one-year. This agreement will automatically renew for *successive* one-year terms. Notwithstanding the option, either party may terminate this agreement by providing thirty days written notice to the other party.

VI.

Throughout the term of the Agreement, a policy of liability insurance shall remain in force at all times. The Medical Director shall be included and covered under existing City liability insurance policy and any future such policies. Liability policy shall have a minimum limit in the amount of \$ 1,000,000.00 per occurrence and \$ 10,000,000.00 annual aggregate. This General Liability coverage will extend to administrative responsibilities such as training personnel, establishing procedures and protocol, or to review, approve, and alter drug lists. This coverage, however, does not provide medical malpractice coverage to a physician for liability arising out of the physician directly rendering or failing to render health care.

VII.

In consideration for rendering services of Medical Director under the term of the Agreement, the City shall compensate at a rate of seven-thousand dollars (7,000.00) per month, payable on the first City pay period of each month. Upon the Fire Chief's approval, the Medical Director may be reimbursed for reasonable expenses pertaining to continuing education, travel and work related expenses.

VIII.

It is agreed by the parties herein; that at all limitations and for all purposes hereunder, Medical Director is an independent contractor and not an employee of the City. No statement contained in the Agreement shall be construed as to find Medical Director an employee of the City, and Medical Director will be entitled to none of the rights, privileges, or benefits of City employees except as otherwise may be stated herein.

IX.

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between parties, representative, or employee of the City for any purpose, or in any manner, whatsoever, Medical Director is to be and shall remain an independent contractor with respect to all service performed under this Agreement.

X.

This agreement shall be governed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas.

City of Georgetown:

Dale Ross

By: City of Georgetown

Name: DALE ROSS

Title: MAYOR

Address: 113 E. 8th St.

P.O. Box 409

Georgetown, TX 78627

Date: 9/27/2016

Medical Director:

Ryan Ramsey

By: _____

Name: RYAN RAMSEY

Title: MEDICAL DIRECTOR

Address: 2449 ARBOR DR.

ROUND ROCK, TX 78681

Date: 10-1-16

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve of the **annual payment** for the **operation** of the **county wide radio communications system** to **Williamson County** in the amount of **\$219,804.00** -- Stan Hohman, Fleet Services Manager

ITEM SUMMARY:

In February 2008 the City Council approved entering into an interlocal agreement with Williamson County for the establishment, operation and maintenance of the Williamson County Radio Communications System. This agreement dissolved the old CWICS group which consisted of Williamson County, Georgetown, Round Rock, Cedar Park and Hutto, and established a Williamson County Radio Communication System. The agreement created an organizational and management structure for on-going administration, operation and maintenance of the system; and creates a budget process, strategic planning/budget forecasting process, as well as allocation of costs associated with operating, maintaining and upgrading the system. In accordance with the agreement, Williamson County bills the City quarterly for operations and maintenance at a cost of \$28.18 per radio per month. The City currently has 597 radios on the system and we expect to increase next year to a total of 650.

In 2018/19 the annual cost was \$212,026 based upon the rate of \$28.18 per radio per month.

FINANCIAL IMPACT:

Total amount of the City's portion of the Williamson County RSC for fiscal year 2019/20 is \$219,804 based upon the rate of \$28.18 per radio per month for 650 City of Georgetown radios. \$230,000.00 was budgeted in account 520-5-0351-51-310 Fleet Contracts and Leases.

SUBMITTED BY:

Stan Hohman, Fleet Services Manager

ATTACHMENTS:

Official Notification



Williamson County
Radio Communications System (RCS)
OFFICIAL NOTIFICATION

Members:

Judge Bill Gravell, Chairperson, Williamson County
Chris Connealy, System Manager
Thomas Pichè, Program Manager
Rick White, Round Rock (Primary)
Leigh Carrico, Round Rock (Alternate)
Vacant, Georgetown (Primary)
Kelly Cruz, Georgetown (Alternate)
John Cummins, Cedar Park (Primary)
James Mallinger, (Alternate)
Nate Spraggins, Hutto (Primary)
Rob Bocanegra, ESD 3 (Alternate)

RE: Radio Subscriber Fee FY 2020

April 15, 2020

This Official Notification is to allow for preparation of all agencies for the FY 2020 with regards to their budget allowances for radio subscriber fees.

Subscriber fees set forth for FY20 will remain \$28.18 per subscribing unit per month.

In accordance with the ILA drafted in 2008 for the establishment, operation and maintenance of The Williamson County Radio Communications System Reference Subsection 14.02 "Cost for RCS Party or Associate to Participate in RCS during First Five Fiscal Years."

Subsection 14.02: Cost for RCS Party or Associate to Participate in RCS During First Five Fiscal Years.

For the first five Fiscal Years of this Agreement, beginning October 1, 2007, the only cost chargeable to RCS Parties and Associates is \$17.50 per Subscriber Unit per month in order for the RSC Party or Associate to gain and enjoy full participation in the RSC System. All parties expressly acknowledge and agree that the annual Subscriber Unit Fee shall, without exception, be frozen at \$17.50 per Subscriber Unit per month for the first five Fiscal Years of this Agreement, beginning October 1, 2007.

Subsection 14.05: Potential Increases in Subscriber Unit Fees.

Following the first five Fiscal Years of this Agreement, during which time the annual Subscriber Unit Fees will have remained frozen at \$17.50 per Subscriber Unit per month, the annual Subscriber Unit Fee which is assessed for each Subscriber Unit may be increased by the Program Manager/Williamson County in an amount not to exceed ten percent (10%) per year per Subscriber Unit.

In the event that the Program Manager/Williamson County makes a determination that an increase is necessary which exceeds such ten percent (10%) limit, then and in that event the Program Manager/Williamson County shall submit the matter to the Advisory Board. After a hearing, the Advisory Board shall make known in written form its determination as to whether an increase above such ten percent (10%) limit is warranted and, if so, an appropriate percentage of increase to the Subscriber Unit Fee. Following receipt of such determination by the Advisory Board, the Williamson County Commissioner's Court shall set the actual amount of increase, if any. The Program Manager/Williamson County shall notify the RCS Parties and Associates of same.

Please direct any questions or concerns regarding this increase to:

Thomas Pichè (RCS Program Manager) 512-943-3824 thomas.piche@wilco.org
Julie Kiley (County Auditor's office) 512-943-1552 jkiley@wilco.org

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve the **annual estimated expenditures** with **Amazon.com** to provide a variety of **supplies** and **equipment** through the **Omnia Purchasing Cooperative, Contract R-TC-17006**, in an amount not to exceed **\$100,000.00** -- Cheryl Turney, Acting Purchasing Manager

ITEM SUMMARY:

Approval of annual purchase agreement with Amazon.com through the Omnia Purchasing Cooperative will allow the City to take advantage of the discounts available through this national cooperative contract. Items will be ordered by the various City departments during the term of 10/01/2019 – 09/30/2020.

This action requests approval for a not-to-exceed amount of \$100,000 for the FY 2019-2020.

Currently, the City has seventeen (17) Amazon accounts and over 45 users. The Finance Department will be working to consolidate all the Accounts into one Account associated with the Omnia Contract. Purchases made under the Omnia Contract R-TC-17006 satisfies any state laws requiring the local government to seek competitive bids for the purchase of goods and services when purchasing under Texas Government Code 271, Subchapter F. Cooperative Purchasing Program.

FINANCIAL IMPACT:

The city-wide annual estimated expenditures for this blanket term agreement is \$100,000. Purchases will be made and expensed to the individual departments.

SUBMITTED BY:

Cheryl Turney, Acting Purchasing Manager

ATTACHMENTS:

Contract



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, **Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109**, hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
- 5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
- 6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
- 7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentis D. Wilson, Jr.
 Authorized Signature
Prentis D. Wilson, Jr.
 Type Name
Vice President
 Title
Jan 27, 2017
 Date

PURCHASING AGENCY:

Jim Totty
 Authorized Signature
Jim Totty, CPPO, C.P.M.
 Type Name
Supervisor of Purchasing
 Title
1-31-17
 Date





Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
 - b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
 - c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
 - d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
 - e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
 - f. This Memorandum of Negotiations;
 - g. Any subsequent modifications to the Contract.
1. The contract term shall remain as originally issued in the RFP, as follows:
 - 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.
 2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

 Rune D. Wilson
Contractor Authorized Signature

 Jan 27, 2017
Date

 Vice President
Title

 Jim Totty
Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

 1/31/17
Date





CONTRACT MODIFICATION

MODIFICATION #5

ISSUE DATE: October 19, 2018

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
 Contractor: Amazon Services LLC
 Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Special Provision 10.7, which was added to the parties' contract via Contract Modification # 1, dated November 17, 2017, is hereby deleted and replaced with the following:

10.7. ADDITION OF BUSINESS PRIME. Contractor's Business Prime Program (currently described [here](#)) is hereby added to the Contract. PWCS' access and use of the Business Prime Program will be pursuant to the Business Prime Program's terms and conditions (currently available [here](#)). If PWCS chooses not to move forward with a paid Business Prime program, PWCS will be eligible to receive free standard shipping on eligible orders to the extent made available to Amazon Business customers (currently available for eligible purchases over \$25 as described [here](#)).

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby, CPPO

Anthony E. Crosby, CPPO Purchasing Supervisor

Amazon Services LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Prentis Wilson
 7B8A8E34EE3E439

Signature

DocuSigned by:
Anthony E. Crosby
 766793F2DA6C40B

Signature



Prentis Wilson VP, Amazon Business

Anthony E. Crosby, CPPO
Purchasing Supervisor

Name and Title

October 23, 2018

23, 2018

Date

Date

PURCHASING OFFICE

DocuSign Envelope ID: F8446656-8F5D-440C-B33D-38961B85C11D

CC MISC 00088979 2018 TR





CONTRACT MODIFICATION

MODIFICATION #4

ISSUE DATE: July 11, 2018

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
 Contractor: Amazon Services, LLC
 Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

- The parties hereby acknowledge that Contractor has recently updated the Amazon Business Accounts Terms and Conditions ("Terms and Conditions"), which are incorporated by reference to the parties' Contract and currently available at https://www.amazon.com/gp/help/customer/display.html/ref=b2b_250_tc?nodeId=201613180. The parties hereby agree that pursuant to current Section 10 of the Terms and Conditions, (entitled "**MODIFICATIONS**"), the parties will no longer modify this Contract to account for future changes to Contractor's Business Accounts Terms and Conditions.

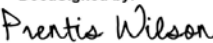
Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby

Anthony E. Crosby, CPPO.
Acting Supervisor of Purchasing

Amazon Services, LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:

 7B8AF34FE3F439...
 Signature

DocuSigned by:

 786708F2DA5C49B...
 Signature

Prentis Wilson VP, Amazon Business

Anthony E. Crosby, CPPO
Acting Supervisor of Purchasing

Name and Title

July 17, 2018

July 20, 2018

Date

Date

PURCHASING OFFICE





CONTRACT MODIFICATION

MODIFICATION #3

ISSUE DATE: March 7, 2018

REFERENCE:

Title: On-Line Marketplace for the Purchase of Goods and Services
 Contractor: Amazon Services LLC
 Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Add the following to the General Terms and Conditions under 3. Debarment Status:
 - 3.1. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:

 58F45C4A654F4C6...
 Signature

DocuSigned by:

 16D8412D269147B...
 Signature

Anne Rung Director

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Name and Title

March 27, 2018

March 28, 2018

PURCHASING OFFICE

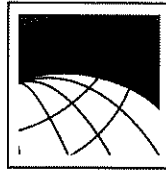


Date

Date

PURCHASING OFFICE





Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #2

ISSUE DATE: January 19, 2018

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

- 1. All references in the Contract to free two-day shipping on orders of \$49 or more are hereby deleted.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services, LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Prentis Wilson
7B88AF34EE3F439...
Signature

Jim Totty
Signature

Prentis Wilson VP, Amazon Business

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Name and Title

January 26, 2018

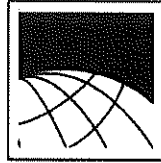
1-29-18

Date

Date

PURCHASING OFFICE





CONTRACT MODIFICATION

MODIFICATION #1

ISSUE DATE: November 17, 2017

REFERENCE:

Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The following states may now use the contract: Hawaii, Vermont and Maine.
2. Date corrections on the Memorandum of Negotiations are as follows:
 - Change the date on PWCS General Terms and Conditions header from December 16, 2016 to January 19, 2017. All terms and conditions remain the same.
 - Change the contract term expiration date from December 31, 2021 to January 18, 2022. The renewal options remain the same.
 - Section d., latest Amazon's Business Accounts Terms and Conditions, per attachment, dated November 15, 2017.
3. Add the following Special Provision:
 - 10.7. ADDITION OF BUSINESS PRIME SHIPPING. Contractor's Business Prime Shipping Program (currently described here) is hereby added to the Contract. PWCS may enroll in and access the Business Prime Shipping Program's benefits at no charge during a limited promotional period, commencing on January 1, 2018 and ending on December 31, 2018. PWCS' access and use of the Business Prime Shipping Program will be pursuant to the Business Prime Shipping Program's terms and conditions (currently available here).

PURCHASING OFFICE

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:
Prentis Wilson
7B8AF34EE3F439...
Signature

Prentis wilson VP, Amazon Business

Name and Title

November 28, 2017

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Jim Totty
Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

11/24/17
Date

PURCHASING OFFICE

Amazon Business Accounts Terms & Conditions

Last updated November 15, 2017

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by Amazon's [Conditions of Use](#) and the [Amazon.com Privacy Notice](#), as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

1. REGISTRATION

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user

account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our [Amazon Business Help](#) carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization. If you order a product using an individual payment method (e.g., personal credit card) and you or your administrator requests, and Amazon provides, a replacement of this item, you consent that we may charge any eligible payment method we have on record for your business user account for any replacement product sent to your business if the original product is not returned within 30 days of you or your administrator's request for replacement.

3. BUSINESS AND ORDER VERIFICATION

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the “**Credentials**”), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

4. THIRD-PARTY SERVICE PROVIDERS

Amazon Business may enable third party service providers (“providers”) to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User’s orders. You acknowledge this information will be governed by the provider’s privacy, data and security policies. You and your Users consent to Amazon’s sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon’s disclosure of, or any provider’s use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

- (a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;
- (b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;
- (c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;
- (d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;
- (e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies (“Laws”) in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization’s funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, “**Denied Persons Lists**”); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

(p) you agree to comply with the Healthcare Disclosure Policies if you purchase products that are reimbursable under Medicare, Medicaid, or other federal or state healthcare programs.

6. LICENSE

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You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "Claim") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by anyone of any product ordered by you, or (c) your negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY

We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use. Amazon does not guarantee compliance or suitability of products with any Laws, nor does Amazon accept responsibility for installation and/or use of a product. It is your responsibility to review the product application and all applicable Laws for each relevant jurisdiction to be sure that the installation and/or use involving the products comply with applicable Laws.

9. AMAZON.COM SITE AND FEATURES

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14. TERM; TERMINATION BY US

The term of these Terms will begin on the date you click to accept it and will continue until you or we terminate it. We may terminate these Terms and access to your Business Account, business user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring

prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 –18 of these Terms.

15. FORCE MAJEURE

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

16. CONFIDENTIALITY; PUBLICITY

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Business Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorized, you may only use Amazon trademarks in accordance with the [Trademark Guidelines](#).

17. SUGGESTIONS

If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

18. MISCELLANEOUS

Your use of Business Accounts is subject to the disputes and applicable law provisions of the Conditions of Use, which are incorporated by reference.

The parties to these terms are independent contractors. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may perform any of our obligations or exercise any of our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. In the event of any conflict between these Terms and the Conditions of Use, these Terms will prevail.

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City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to authorize the City of Georgetown to participate in an **Interlocal Participation Agreement** for the **GoodBuy Purchasing Cooperative** for the purpose of participating in their **purchasing cooperative program** -- Cheryl Turney, Acting Purchasing Manager

ITEM SUMMARY:

The GoodBuy Purchasing Cooperative is a Purchasing Cooperative authorized by Texas Government Code 791.001 et seq. It is managed and operated by the Region 2 Education Service Center, a state agency. The purpose of this Agreement is to facilitate compliance with state and municipal bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for members of the Cooperative. Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and prices as stated in each Goodbuy awarded contract. There is no cost to participate in this program.

FINANCIAL IMPACT:

No financial impact results from entering into the Interlocal Agreement, and financial benefit is anticipated from savings associated with the use of GoodBuy awarded contracts.

SUBMITTED BY:

Cheryl Turney, Acting Purchasing Manager

ATTACHMENTS:

ILA



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: _____

Program Member Designated GoodBuy representative(s):

Name: _____	Contact Information: _____
Title: _____	(Address) _____
Email: _____	City: _____
Telephone: _____	State: _____
Facsimile: _____	

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve **Task Order KPA-20-003** with **Kasberg, Patrick, and Associates** in the amount of **\$60,000.00** for **new development plan review support services** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

This task order is for plan review support services for civil engineering related to new development. As in the prior year, under this scope, KPA will provide engineering plan review for streets, drainage, water, and wastewater in compliance with federal, city & state standards as well as the recent shot clock legislation. These services will be provided on an as-needed basis and fees have been recently revised to recoup these costs.

FINANCIAL IMPACT:

Funds are available in the FY20 Budget for these services and are recovered through developer paid plan review fees.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Task Order KPA-20-003

TASK ORDER

Task Order No. KPA-20-003-TO,
consisting of 6 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kasberg, Patrick & Associates, LP (“Engineer”) for Professional Services – Task Order Edition, dated March 23, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Title: 2020 On-Demand Engineering Plan Review Services
- B. Description: This project involves providing plan reviews for private developments submitted to the City of Georgetown for approval. KPA will provide the plan review services and issue comments for the specific development plans that are to be addressed prior to final approval.
- C. City of Georgetown Project Number: _____
- D. City of Georgetown General Ledger Account No.: _____
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-730-MSA

2. **Services of Engineer**

See attached Exhibit A

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following:
Provide access to MyPermitNow and general direction regarding plans to be reviewed by KPA.

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
<u>Plan Review</u>	<u>N/A</u>
_____	_____
_____	_____

TASK ORDER

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services</i>		
<i>Plan Review</i>	<i>Standard Hourly Rates</i>	<i>\$60,000.00</i>

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

Kasberg, Patrick & Associates, LP – Georgetown, Texas

7. **Other Modifications to Agreement:**

None

8. **Attachments:**

Exhibit A – Scope
Exhibit B – Hourly Rates Schedule

9. **Documents Incorporated By Reference:** The Agreement effective March 23, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2019.

OWNER:

ENGINEER:

By: _____

By: Alvin R Sutton III

Name: Dale Ross

Name: Alvin R (Trae) Sutton III, PE.CFM

Title: Mayor

Title: Principal

Engineer License or Firm's
Certificate No. F-510
State of: Texas

Date: _____

Date: October 7, 2019

APPROVED AS TO FORM:

City Attorney

TASK ORDER

Owner:
Designated Representative for Task Order:

Engineer:
Designated Representative for Task Order:

Name: David Munk

Name: Trae Sutton, P.E., CFM

Title: Water Utility Engineer

Title: Senior Project Manager

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

Address: 1008 South Main Street
Georgetown, TX 78626

E-Mail
Address: David.Munk@georgetown.org

E-Mail
Address: TSutton@kpaengineers.com

Phone: 512-930-2572

Phone: 512-819-9478

Fax: _____

Fax: 254-733-6667

EXHIBIT A – DETAILED PROJECT SCOPE
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
GEORGETOWN, TEXAS

Project Description:

This project involves reviewing plans from private developers and issuing comments to be addressed for plan approval.

Scope of Services:

The scope of services associated with Plan Review includes:

I. Plan Review

a. Plan Review

- i. The ENGINEER will review all plans released by the City of Georgetown Staff for compliance with standard engineering practice, City of Georgetown Standards City of Georgetown Specifications.
- ii. The ENGINEER will supply review comments found during the review process via adobe acrobat and will be submitted to the designated staff member via email for inclusion in the overall review comments to be issued via MyPermitNow. The comments will be sent within the agreed upon time as required to meet the City of Georgetown’s review process.
- iii. The ENGINEER will review all follow up submittals to verify all comments have been addressed from previous submittals. Should the review comments from the resubmittal not be addressed adequately and/or additional comments are warranted based of plan modifications, the ENGINEER will submit these review comments following the same process and timeline as listed above. If there are no further comments then an email will be sent to the designated staff stating that all comments have been addressed.

EXHIBIT B

Hourly Rates

City of Georgetown

Plan Review

<u>POSITION</u>	<u>MULTIPLIER</u>	<u>SALARY COST/RATES</u>
Principal	2.4	\$ 75.00 – 95.00/hour
Project Manager	2.4	60.00 – 75.00/hour
Project Engineer	2.4	50.00 – 60.00/hour
Engineer-in-Training	2.4	40.00 – 50.00/hour
Engineering Technician	2.4	35.00 – 50.00/hour
CAD Technician	2.4	30.00 – 50.00/hour
Clerical	2.4	15.00 – 30.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	125.00 – 160.00/hour
Registered Public Surveyor	1.0	130.00/hour
On-Site Representative	2.1	30.00 – 40.00/hour

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve a **Master Service Agreement for landscape architectural professional services with RVI Planning and Landscape Architecture (RVI)** of Austin, Texas -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

RVI specializes in landscape architecture for public agencies to guide them in shaping and revitalizing their communities. They have successfully provided services on multiple prior city projects and continue to do so on current projects. The most recent being phase one and two renovations of San Gabriel Park.

Professional services firms operate under a Master Services Agreement (MSA) that expires every 5 years. Future work is proposed for San Gabriel Park Phase III and will be brought forward for consideration as an individual task order. RVI's initial MSA has expired and staff is recommending Council approval of a new MSA with RVI.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

MSA Professional Services

MASTER SERVICES AGREEMENT
BETWEEN OWNER AND LANDSCAPE ARCHITECT
FOR
PROFESSIONAL SERVICES
TASK ORDER EDITION
CONTRACT NO. 20-0006-MSA

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
_____ (“Owner” or “City”) and
_____ (“Landscape
Architect”).
RVi Planning & Landscape Architecture for Professional Services

From time to time Owner may request that Landscape Architect provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Landscape Architect agree as follows:

ARTICLE 1 – SERVICES OF LANDSCAPE ARCHITECT

1.01 *Scope*

- A. Landscape Architect’s services (“Services”) will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Exhibit A to this Agreement.
- C. This Agreement is not a commitment by Owner to Landscape Architect to issue any Task Orders.
- D. A Task Order will be effective when executed by Owner and Landscape Architect. Landscape Architect shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Landscape Architect.

1.02 *Task Order Procedure*

- A. Owner and Landscape Architect shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Landscape Architect shall commence performance as set forth in the Task Order.
- C. Changes in an approved Task Order may be initiated by the Landscape Architect or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. The general format of a Task Order Amendment is show in Exhibit B to this Agreement. A Task Order Amendment will be effective when executed by Owner and Landscape Architect. Landscape Architect shall

not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Landscape Architect. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Landscape Architect will document the Task Order Amendment in writing, as soon as possible.

- D. If Landscape Architect becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Landscape Architect shall provide written notice to the Owner's Designated Representative within ten (10) days. If Landscape Architect determines that a Task Order Amendment is required as a result of the change, Landscape Architect shall initiate a Task Order Amendment within ten (10) days.

1.03 *Task Order Amount.* Landscape Architect shall provide a not to exceed amount to perform the scope of Services included in the Task Order. A Level of Effort Table will be submitted to Owner to document and support Landscape Architect's calculation of the not to exceed amount, including but not limited to a Standard Hourly Rate Schedule and a Reimbursable Expense Schedule.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General.* Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term.* This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.

3.02 *Times for Rendering Services*

- A. The times for performing Services or providing deliverables will be stated in each Task Order. Time is of the essence.
- B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Landscape Architect's performance of its services.
- C. If Landscape Architect fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure.

ARTICLE 4 – PAYMENTS TO LANDSCAPE ARCHITECT

4.01 *Preparation and Submittal of Invoices.* Landscape Architect shall prepare invoices in accordance with the specific Task Order. Landscape Architect shall submit invoices to Owner on a monthly basis.

4.02 *Payments*

- A. Owner agrees to pay Landscape Architect in accordance with Texas Government Code Chapter 2251. Landscape Architect shall pay all Subcontractors and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.
- B. *Compensation Methods.* Landscape Architect Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:

1. *Lump Sum Method.* The Lump Sum shall include compensation for Landscape Architect's services and services of Subcontractors, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Landscape Architect for reasonable and customary Reimbursable Expenses in addition to Lump Sum.
 2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Landscape Architect's employees by the Standard Hourly Rates for each applicable billing class for all Services performed on the Specific Project and Subcontractor's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Landscape Architect for reasonable and customary Reimbursable Expenses.
- C. *Failure to Pay.* If Owner fails to make any payment that is due, Landscape Architect may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.
 - D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

- A. The standard of care for all professional landscape architectural and related services performed or furnished by Landscape Architect under this Agreement will conform to standard architectural practices and applicable rules and regulations of Chapter 1052 of the Texas Occupations Code and the rules of the Texas Board of Landscape Architectural Examiners. Landscape Architect warrants that the professional architectural and related services performed or furnished by Landscape Architect under this Agreement, and Task Order issued under this Agreement, if any, shall meet or exceed such standard of care.
- B. Owner will not be responsible for discovering deficiencies in the technical accuracy of Landscape Architect's services. Landscape Architect shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Landscape Architect.
- C. Landscape Architect shall serve as Owner's prime professional under each Task Order. Landscape Architect may employ such Subcontractors as Landscape Architect deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Landscape Architect and Owner shall comply with applicable Laws and Regulations and additional Owner-mandated standards, if any, that Owner has provided to Landscape Architect in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Landscape Architect's scope of services, times of performance, and compensation.

- E. Landscape Architect shall not be required to sign any documents, no matter by who requested, that would result in Landscape Architect having to certify, guarantee, or warrant the existence of conditions whose existence Landscape Architect cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Landscape Architect or payment of any amount due to the Landscape Architect in any way contingent upon Landscape Architect signing any such certification.
- F. Landscape Architect shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Landscape Architect shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.
- G. Landscape Architect shall procure and maintain at its expense all licenses and permits necessary to perform Services. Landscape Architect shall require that its employees and Subcontractors are properly licensed to perform their respective portion of Services.
- H. The Services to be performed under this Agreement shall be performed entirely at Landscape Architect's risk. Landscape Architect shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Landscape Architect shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Landscape Architect, Subcontractor, or anyone employed by either of them shall be remedied by Landscape Architect.

5.02 *Ownerships of Documents*

- A. City shall have the title to and ownership of all documents produced or developed by Landscape Architect in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Landscape Architect shall deliver all documents to the Owner at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon Owner's request. Landscape Architect may retain copies of its work product.

5.03 *Insurance*

- A. At all times for the term of this Agreement and when any Task Order is under performance, Landscape Architect shall procure and maintain insurance as set forth in Exhibit C, "Insurance." Landscape Architect's failure to purchase and maintain the required insurance shall be grounds for Owner's termination or suspension of this Agreement or a Task Order.
- B. Landscape Architect shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Landscape Architect which is applicable to a Specific Project. The additional insured status shall cover completed operations as well, and the policy covering completed work must remain in effect until the

expiration of the statute of repose. As respects the Workers Compensation policy, the Landscape Architect will waive subrogation in favor of the Owner.

- C. Landscape Architect must complete and forward the required Certificates of Insurance to the Owner when Landscape Architect executes this Agreement as verification of coverage required as indicated. Landscape Architect shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Landscape Architect and shall not be construed to be a limitation of liability on the part of Landscape Architect. Landscape Architect shall also complete and forward the required Certificates of Insurance to the Owner whenever a previously identified policy period has expired as verification of continuing coverage.
- D. Landscape Architect's insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.
- E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Georgetown, 300-1 Industrial Avenue, Georgetown, Texas 78626, ATTN: Contract Manager.
- F. The "other insurance" clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Landscape Architect's general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner's insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured's liability.
- G. If insurance policies are not written for the specified amounts, Landscape Architect shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- H. Owner shall be entitled, upon request and without expense, to receive "certified copies" of policies and policy endorsements and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or the underwriter on any such policies.
- I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Landscape Architect and its Subcontractors provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit C. Landscape Architect shall obtain and shall require its Subcontractors to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.
- J. Landscape Architect shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies shall contain the following language: "This policy shall not be cancelled or not renewed

until after thirty (30) days prior written notice has been given to the additional insured, the City of Georgetown.” In addition, Landscape Architect shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

- K. Landscape Architect shall be responsible for premiums, deductibles and self insured retentions, if any, as stated in policies. All deductibles or self insured retentions shall be disclosed on the Certificates of Insurance.
- L. If Owner’s property is being transported or stored off-site by Landscape Architect, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner’s property.
- M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Landscape Architect.
- N. Without limiting any of the other obligations or liabilities of the Landscape Architect, the Landscape Architect shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant’s expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Landscape Architect may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Landscape Architect’s Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Landscape Architect agrees to provide Workers Compensation for the Subcontractors and their employees. The Landscape Architect shall obtain and monitor the Certificates of Insurance from each Subcontractor in order to comply with the insurance requirements. The Landscape Architect must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

5.04 *Suspension and Termination*

A. *Suspension*

- 1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Landscape Architect. Upon receipt of a notice of suspension, Landscape Architect shall:
 - a. immediately suspend Services on the date and to the extent specified in the notice;
 - b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and
 - c. continue to perform the Services not suspended.
- 2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Landscape Architect, as specified in the Task Order, for the Services completed to the

date of suspension. Owner will also reimburse Landscape Architect for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:

- a. a reasonable standby charge to compensate Landscape Architect for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;
 - b. reasonable costs associated with demobilization of Landscape Architect's facility, forces and equipment; and
 - c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.
3. Landscape Architect shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.
 4. Upon receipt of notice to restart the suspended portion of Services, Landscape Architect shall immediately resume performance to the extent required in the notice. Within ten (10) days after receipt of notice to resume the suspended portion, the Landscape Architect shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Landscape Architect of subsequently performing the Services or the time required to perform the Services is changed, Landscape Architect may initiate a Task Order Amendment.

B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For Cause,
 - a. The obligation to provide further services under this Agreement, or under a Task Order, may be terminated by Owner, for cause, upon ten (10) days written notice in the event of substantial failure by Landscape Architect to perform in accordance with this Agreement or any Task Order. This Agreement, or Task Order, will not terminate if the Landscape Architect corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Landscape Architect fails to cure the default, Owner may provide written notice of termination to Landscape Architect.
 - b. The obligation to provide further services under this Agreement, or under Task Order, may be terminated by Landscape Architect, for cause, upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms of this Agreement or any Task Order. This Agreement, or a Task Order, will not terminate if the Owner corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Owner fails to cure the default, Landscape Architect may provide written notice of termination to Owner.

2. For Convenience,

- a. Owner has the right to terminate a Task Order under this Agreement for convenience at any time by providing ten (10) days written notice to Landscape Architect. Upon receipt of a notice of termination for convenience, Landscape Architect shall:
 - 1) immediately cease providing Services under the Task Order; and
 - 2) protect and maintain the portion of the Services completed, unless otherwise specifically stated in the notice.
- b. In the event of a termination for convenience, Owner shall pay Landscape Architect, as specified in the Task Order, for the Services completed to the date of termination. Owner shall not be liable for special, incidental, consequential or punitive damages, for loss of anticipated future Services, anticipated profits, administrative costs or overhead on anticipated Services, or other indirect costs as a result of a termination for convenience.

5.05 *Controlling Law.* This Agreement is to be governed by and construed in accordance with Texas law. Owner and Landscape Architect each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

5.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Landscape Architect each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Landscape Architect are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Landscape Architect may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. There are no third party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Landscape Architect. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Landscape Architect to any other Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Landscape Architect and not for the benefit of any other party.

5.07 *Dispute Resolution*

- A. If a dispute arises under this Agreement or a Task Order, Owner and Landscape Architect agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.
- B. If the Parties fail to resolve a dispute through negotiation under Paragraph 5.07.A, then Owner and Landscape Architect agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.
- C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Landscape Architect arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.
- D. Upon Owner's request, Landscape Architect shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

5.08 *Environmental Condition of Site*

- A. With respect to each Task Order, Specific Project, and Site:
 - 1. Owner has disclosed to Landscape Architect in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
 - 2. Owner represents to Landscape Architect that to its knowledge no Constituents of Concern, other than those disclosed in writing to Landscape Architect, exist at the Site.
 - 3. If Landscape Architect encounters an undisclosed Constituent of Concern, then Landscape Architect shall notify (a) Owner and (b) appropriate governmental officials if Landscape Architect reasonably concludes that doing so is required by applicable Laws or Regulations.
 - 4. If Landscape Architect or any other Party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Landscape Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until the Site is in full compliance with applicable Laws and Regulations.
 - 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Landscape Architect's services under a Task Order, then the Landscape Architect shall have the option of (a) submitting a Task Order Amendment for adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause.

5.09 *Indemnification*

A. **General Obligation to Indemnify and Defend.** TO THE FULLEST EXTENT PERMITTED BY LAW, LANDSCAPE ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF LANDSCAPE ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF LANDSCAPE ARCHITECT OR LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. LANDSCAPE ARCHITECT FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

B. **Intellectual Property.**

1. LANDSCAPE ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF LANDSCAPE ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY LANDSCAPE ARCHITECT OR LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS . LANDSCAPE ARCHITECT SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY

FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

2. **IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, LANDSCAPE ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, LANDSCAPE ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT LANDSCAPE ARCHITECT'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF LANDSCAPE ARCHITECT IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, LANDSCAPE ARCHITECT SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, LANDSCAPE ARCHITECT SHALL REIMBURSE OWNER FOR ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.**
- C. Landscape Architect's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.
- D. Owner shall promptly notify Landscape Architect, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Landscape Architect shall relieve Landscape Architect of its obligations under this Agreement except to the extent that Landscape Architect can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Landscape Architect shall assume control of the defense and/or resolution of the claim.
- E. *Release.* Landscape Architect assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Landscape Architect, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

5.10 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Landscape Architect.
- D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- F. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Landscape Architect. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Landscape Architect may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:
 - 1. *Additional Services* – Services to be performed for or furnished to Owner by Landscape Architect in accordance with a Task Order which are not included in Basic Services for that Task Order.
 - 2. *Agreement* – This "Master Services Agreement between Owner and Landscape Architect for Professional Services – Task Order Edition" including Exhibits and any duly executed Task Order.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. *Basic Services* – Specified services to be performed for or furnished to Owner by Landscape Architect in accordance with a Task Order.
5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
6. *Documents* – Data, reports, Drawings, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Landscape Architect to Owner pursuant to this Agreement.
7. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
8. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
9. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
10. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. *PCBs* – Polychlorinated biphenyls.
12. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
13. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
14. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Landscape Architect in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Landscape Architect.

15. *Site* -- Lands or areas indicated in the Task Order for a Specific Project upon which the Services are to be performed.
16. *Specific Project* – An undertaking of Owner as set forth in a Task Order.
17. *Subcontractor* – Individuals or entities having a contract with Landscape Architect to furnish services with respect to a Specific Project as Landscape Architect's independent associates, consultants, subcontractors, or vendors. The term Landscape Architect includes Landscape Architect's Subcontractors.
18. *Task Order* – A document executed by Owner and Landscape Architect, including amendments if any, stating the scope of services, Landscape Architect's compensation, times for performance of services and other relevant information for a Specific Project.

6.02 *Exhibits*

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes	A	Task Order (Form)
Yes	B	Amendment to Task Order (Form)
Yes	C	Insurance

6.03 *Entire Agreement.* This Agreement (consisting of pages 1 to ___ inclusive, together with the Exhibits identified) constitutes the entire agreement between Owner and Landscape Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

6.04 *Designated Representatives.* With the execution of this Agreement, Landscape Architect and Owner shall designate specific individuals to act as Landscape Architect's and Owner's representatives with respect to the Services to be performed or furnished by Landscape Architect and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective Party. Each Task Order shall likewise designate representatives of the Parties. The Designated Representative may be changed with written notice to the Designated Representative of the other Party.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:

LANDSCAPE
ARCHITECT:

By: _____

By: Barbara Austin

Name: _____

Name: Barbara Austin, RLA

Title: Mayor, City of Georgetown

Title: Principal/Director of Park Design

Landscape Architect License or Firm's 481
Certificate No. (if required by law) _____

State of : Texas

Date Signed: _____

Date Signed: 10/15/19

ATTEST:

APPROVED AS TO FORM:

_____, City Secretary

City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 6.04):

DESIGNATED REPRESENTATIVE
(see Paragraph 6.04):

Title: _____

Title: BARBARA AUSTIN
SR. VICE PRESIDENT

Phone Number: 512-930-

Phone Number: 512 480 0032

Facsimile Number: 512-930-3559

Facsimile Number: _____

E-Mail
Address: _____

E-Mail
Address: baustin@rviplanning.com

Address for giving notices:

Address for giving notices:

300-1 Industrial Ave.

712 CONGRESS AVE #300

Georgetown, TX 78626

AUSTIN TX 78749

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve a **one year contract renewal** with **Stillwater Site Services** in an amount not to exceed **\$210,025.50** and an **amendment** and **one-year contract renewal** with **Heart of Texas Landscape and Irrigation Co.** in an amount not to exceed **\$434,779.12**, for **landscaping** and **grounds maintenance services** --
Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

Service contracts were awarded to these two firms through a competitive bid process with prior Council action approval on April 25, 2017, Item H. The first contract renewals were approved through council action on September 25, 2018, Item O. The contracts will be renewed for the second time for continuation of providing landscaping and grounds maintenance services for FY2020. There is an additional one-year renewal term remaining under the contracts.

Staff is recommending approval of the contract renewal for landscaping services contracts with Stillwater Site Services and Heart of Texas Landscape and Irrigation Co. Services provided are mowing, edge trimming, bed maintenance, fertilization, mulching, and pest control.

FINANCIAL IMPACT:

- Parks and Recreation, IOOF Cemetery, GVPID: Heart of Texas \$434,779.12.
- City Facilities: Stillwater Site Services \$210,025.50.

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Georgetown Contract
Stillwater Renewal

**Renewal No. 2 and Amendment No. 2
to the Agreement between
Heart of Texas Landscape and Irrigation Co.
and the
City of Georgetown, Texas**

This Renewal Agreement and Second Amendment (“Amendment”) is made and entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the “City”), and **HEART OF TEXAS LANDSCAPE AND IRRIGATION CO.** (the “Contractor”) (collectively, the “Parties”), which agree as follows:

WHEREAS, the Parties entered into an Agreement on April 25, 2017 for landscaping, grounds maintenance, and right-of-way mowing services for Parks and Recreation, the IOOF Cemetery, and Georgetown Village, General Services Contract No. 17-053-SC (the “Original Agreement”);

WHEREAS, the Original Agreement provided an initial term of seventeen (17) months from May 1, 2017 through September 30, 2018 and provided for three (3) additional one (1) year renewal terms from October 1st through September 30th each; and

WHEREAS, the Parties renewed the Original Agreement on October 16, 2018 for a first renewal term and amended the scope of the Original Agreement for additional services in the amount of \$9,818.68;


WHEREAS, the Parties hereby agree to renew the Original Agreement for the second renewal period and establish the scope of services and prices applicable during the second renewal period;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the Parties from this Amendment and other good and valuable consideration, the Parties agree as follows:

1. The Consideration set forth in Section 1 of the Original Agreement shall be amended to “an amount not to exceed **four hundred thirty-four thousand seven hundred seventy-nine and 12/100 Dollars (\$434,779.12) per year.**”
2. The Parties agree to renew the Original Agreement for one (1) year; said renewal period will begin immediately upon the expiration of the First Renewal Term and end on September 30, 2020 (the “Second Renewal Term”).
3. During the Second Renewal Term, the Scope of Services set forth in **Exhibit A** attached to this Amendment, with the unit prices and frequency of visits set forth therein, shall apply. To the extent Exhibit A to this Amendment conflicts with the Scope of Services set forth in the Original Agreement, the Scope of Services of the Original Agreement shall be deemed to have been amended and superseded by this Amendment.
4. During the Second Renewal Term, the not to exceed amount shall be \$434,779.12.

- 5. All other terms of the Original Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Original Agreement remains unchanged and in full force and effect, subject to its terms.
- 6. This Amendment is effective on the date executed by City.

**HEART OF TEXAS LANDSCAPE
AND IRRIGATION COMPANY**

By: 
Printed Name: Destin Finch
Title: Account manager
Date: 10/15/2019

CITY OF GEORGETOWN

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

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

EXHIBIT A
CONTRACT 17-053-SC; RENEWAL 2
HEART OF TEXAS
Parks & Recreation, IOOF Cemetery and Georgetown Village Schedule

Adkins Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Original Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
102 Village Commons Blvd.																135.45	135.45	135.45
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	3.15		24.38	24.38	24.38
Mulch Beds/Tree Rings			1							1			2	12.19		18.90	18.90	18.90
Turf Fertilization				1						1			2	9.45		18.90	18.90	18.90
Turf and Bed Pre-Emergent	1							1					2	9.45		18.90	18.90	18.90
Fire Ant Control				1						1			2	2.08	0.092	4.16	4.16	4.16
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	1.03		43.26	43.26	43.26
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	2		42.00	42.00	42.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	2		42.00	42.00	42.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	2		42.00	42.00	42.00
Estimated Total Park Cost:																371.05	371.05	371.05

Bark Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
151 Holly Street																9,357.12	9,357.12	9,357.12
Turfgrass Mow/Trim/Edge	1	2	4	4	4	4	4	4	4	4	2	1	38	246.24		0.00	0.00	0.00
Turf Fertilization													0			0.00	0.00	0.00
Turf and Bed Pre-Emergent													0			0.00	0.00	0.00
Bed Maintenance													0			0.00	0.00	0.00
Hard Surfaces Maintenance	1	2	4	4	4	4	4	4	4	4	2	1	38	13.68		519.84	519.84	519.84
Litter and Debris Removal	1	2	4	4	4	4	4	4	4	4	2	1	38	13.68		519.84	519.84	519.84
Estimated Total Park Cost:																10,396.80	10,396.80	10,396.80

Bedford Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
812 Bedford Court																5,163.44	5,163.44	5,163.44
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	120.08		48.76	48.76	48.76
Mulch Beds/Tree Rings			1							1			2	24.38		472.50	472.50	472.50
Turf Fertilization				1						1			2	236.25		472.50	472.50	472.50
Turf and Bed Pre-Emergent	1							1					2	236.25		116.20	116.20	116.20
Fire Ant Control				1						1			2	58.1	2.3	0.00	0.00	0.00
Irrigation Maintenance													0			21.84	21.84	21.84
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.04		21.84	21.84	21.84
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.04		21.84	21.84	21.84
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.04		21.84	21.84	21.84
Estimated Total Park Cost:																6,338.92	6,338.92	6,338.92

Bedford Park (PID)		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
812 Bedford Court																			
	Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	115.44		4,963.92	4,963.92	4,963.92
	Mulch Beds/Tree Rings			1							1			2	73.13		146.26	146.26	146.26
	Turf Fertilization				1						1			2	118.13		236.26	236.26	236.26
	Turf and Bed Pre-Emergent	1							1					2	118.13	2.4	236.26	236.26	236.26
	Fire Ant Control				1						1			2	62.25		124.50	124.50	124.50
	Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	6.43		270.06	270.06	270.06
	Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.2		88.20	88.20	88.20
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.2		88.20	88.20	88.20
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.2		88.20	88.20	88.20
Estimated Total Park Cost:																	6,241.86	6,241.86	6,241.86

Beretta Park		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
301 Beretta Circle																			
	Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	112.23				4,825.89
	Mulch Beds/Tree Rings			1							1			2	0				0.00
	Turf Fertilization				1						1			2	94.5				189.00
	Turf and Bed Pre-Emergent	1							1					2	37.25	2			74.50
	Fire Ant Control				1						1			2	48.62				97.24
	Irrigation Maintenance													0					0.00
	Bed Maintenance													0					0.00
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5				94.50
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5				94.50
Estimated Total Park Cost:																			5,375.63

Berry Creek Park		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
1100 Shinnecock Hills Drive																				
	Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	109.44		2,298.24	2,298.24	2,298.24	
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	6.08	2.5	127.68	127.68	127.68	
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	6.08		127.68	127.68	127.68	
Estimated Total Park Cost:																		2,553.60	2,553.60	2,553.60

Blue Hole Cemetery		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
202 Scenic Dr.																				
	Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	68.4		1,436.40	1,436.40	1,436.40	
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	3.8	1.6	79.80	79.80	79.80	
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	3.8		79.80	79.80	79.80	
Estimated Total Park Cost:																		1,596.00	1,596.00	1,596.00

Booty's Road Park		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
1631 Booty's Park Road																			
	Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	150.5	5	3,160.50	3,160.50	3,160.50
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	8.35		175.35	175.35	175.35
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	8.35		175.35	175.35	175.35
Estimated Total Park Cost:																	3,511.20	3,511.20	3,511.20

Cedar Elm Park		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
714 Westbury Ln.																			
	Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	42.97		1,847.71	1,847.71	1,847.71
	Mulch Beds/Tree Rings			1							1			2	39		78.00	78.00	78.00
	Turf Fertilization				1						1			2	70.88		141.76	141.76	141.76
	Turf and Bed Pre-Emergent	1								1				2	70.88	0.7	141.76	141.76	141.76
	Fire Ant Control				1						1			2	18.68		37.36	37.36	37.36
	Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	7.71		323.82	323.82	323.82
	Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.8		37.80	37.80	37.80
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.8		37.80	37.80	37.80
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.8		37.80	37.80	37.80
Estimated Total Park Cost:																	2,683.81	2,683.81	2,683.81

Chandler Park		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
108 Spring Valley Road																			
	Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	164.16		3,447.36	3,447.36	3,447.36
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	9.12	4.3	191.52	191.52	191.52
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	9.12		191.52	191.52	191.52
Estimated Total Park Cost:																	3,830.40	3,830.40	3,830.40

Chestnut Park		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
506 Westbury Ln.																			
	Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	28.71		1,234.53	1,234.53	1,234.53
	Mulch Beds/Tree Rings			1							1			2	12.19		24.38	24.38	24.38
	Turf Fertilization				1						1			2	47.25		94.50	94.50	94.50
	Turf and Bed Pre-Emergent	1								1				2	47.25	0.42	94.50	94.50	94.50
	Fire Ant Control				1						1			2	10.38		20.76	20.76	20.76
	Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	4.63		194.46	194.46	194.46
	Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.15		24.15	24.15	24.15
	Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.15		24.15	24.15	24.15
	Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.15		24.15	24.15	24.15
Estimated Total Park Cost:																	1,735.58	1,735.58	1,735.58

Citizens Memorial Cemetery		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost

252 Memorial Drive	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	1	21	246.54	5,177.34	5,177.34	5,177.34
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	1	21	13.68	287.28	287.28	287.28
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	1	21	13.68	287.28	287.28	287.28
Estimated Total Park Cost: 5,751.90																		

1. Do not disturb flowers or other items placed at gravesites.
2. Only small push mowers and line trimmers to be used in gravesite areas.
3. Must be scheduled for maintenance 2-3 day prior to the holidays of Easter Sunday, Memorial Day, June Nineteenth and July 4th.

Creative Playscape 1003 N. Austin Ave.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	115	4,945.00	4,945.00	4,945.00	
Mulch Beds/Tree Rings			1						1				2	73.13	146.26	146.26	146.26	
Turf Fertilization				1					1				2	212.63	425.26	425.26	425.26	
Turf and Bed Pre-Emergent	1							1					2	212.63	425.26	425.26	425.26	
Fire Ant Control				1						1			2	51.88	103.76	103.76	103.76	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	12.86	540.12	540.12	540.12	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5	94.50	94.50	94.50	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5	94.50	94.50	94.50	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5	94.50	94.50	94.50	
Estimated Total Park Cost: 6,869.16																		

Creekside Park 705 Village Commons Blvd.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	57.5	2,472.50	2,472.50	2,472.50	
Mulch Beds/Tree Rings			1						1				2	243.75	487.50	487.50	487.50	
Turf Fertilization				1					1				2	100.41	200.82	200.82	200.82	
Turf and Bed Pre-Emergent	1							1					2	100.41	200.82	200.82	200.82	
Fire Ant Control				1						1			2	24.9	49.80	49.80	49.80	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	11.06	464.52	464.52	464.52	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	2.25	47.25	47.25	47.25	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	2.25	47.25	47.25	47.25	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	2.25	47.25	47.25	47.25	
Estimated Total Park Cost: 4,017.71																		

Crystal Knoll Park 555 Stadium Drive	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	116.35				2,443.35
Mulch Beds/Tree Rings													0					0.00
Turf Fertilization													0					0.00

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Turf and Bed Pre-Emergent													0						0.00
Fire Ant Control				1						1			2	53.48	2.2				106.96
Irrigation Maintenance													0						0.00
Bed Maintenance													0						0.00
Hard Surfaces Maintenance													0						0.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21						105.00
Estimated Total Park Cost:																			2,655.31

Emerald Springs 3604 Old Mill Road																			
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	136.8	2.3	2,872.80	2,872.80	2,872.80	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	7.6		159.60	159.60	159.60	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	7.6		159.60	159.60	159.60	
Estimated Total Park Cost:																			3,192.00

Fairfield Park																			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	28.64		1,231.52	1,231.52	1,231.52	
Mulch Beds/Tree Rings			1							1			2	68.25		136.50	136.50	136.50	
Turf Fertilization				1						1			2	47.25		94.50	94.50	94.50	
Turf and Bed Pre-Emergent	1								1				2	47.25		94.50	94.50	94.50	
Fire Ant Control										1			2	12.45	0.49	24.90	24.90	24.90	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	5.4		226.80	226.80	226.80	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.2		25.20	25.20	25.20	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.2		25.20	25.20	25.20	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.2		25.20	25.20	25.20	
Estimated Total Park Cost:																			1,884.32

Founder's Park 811 Main Street																			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	6.13					263.59
Mulch Beds/Tree Rings			1							1			2	49.5					99.00
Turf Fertilization				1						1			2	11.81					23.62
Turf and Bed Pre-Emergent	1								1				2	11.81					23.62
Fire Ant Control										1			2	2.92	0.12				5.84
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	1.29					54.18
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1					21.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1					21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1					21.00
Estimated Total Park Cost:																			0.00
																			532.85

Frontage 1													Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
2	2	5	4	4	5	4	4	5	4	2	2	43	28.64		1,231.52	1,231.52	1,231.52
		1						1	1			2	780		1,560.00	1,560.00	1,560.00
			1					1				2	47.25		94.50	94.50	94.50
1			1					1				2	47.25	0.48	94.50	94.50	94.50
			1						1			2	12.45		24.90	24.90	24.90
2	4	4	4	4	4	4	4	4	4	2	2	42	5.4		226.80	226.80	226.80
1	1	2	2	2	2	2	2	2	2	2	1	21	1.2		25.20	25.20	25.20
1	1	2	2	2	2	2	2	2	2	2	1	21	1.2		25.20	25.20	25.20
1	1	2	2	2	2	2	2	2	2	2	1	21	1.2		25.20	25.20	25.20
Estimated Total Park Cost:															3,307.82	3,307.82	3,307.82

Frontage 2													Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
2	2	5	4	4	5	4	4	5	4	2	2	43	57.14		2,457.02	2,457.02	2,457.02
		1						1	1			2	1560		3,120.00	3,120.00	3,120.00
			1						1			2	118.13		236.26	236.26	236.26
1								1				2	118.13	1.2	236.26	236.26	236.26
			1						1			2	31.13		62.26	62.26	62.26
2	4	4	4	4	4	4	4	4	4	2	2	42	13.37		561.54	561.54	561.54
1	1	2	2	2	2	2	2	2	2	2	1	21	2.5		52.50	52.50	52.50
1	1	2	2	2	2	2	2	2	2	2	1	21	2.5		52.50	52.50	52.50
1	1	2	2	2	2	2	2	2	2	2	1	21	2.5		52.50	52.50	52.50
Estimated Total Park Cost:															6,830.84	6,830.84	6,830.84

Frontage 3													Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
2	2	5	4	4	5	4	4	5	4	2	2	43	64.37		2,767.91	2,767.91	2,767.91
		1						1	1			2	1998.75		3,997.50	3,997.50	3,997.50
			1						1			2	129.94		259.88	259.88	259.88
1								1				2	129.94	1.3	259.88	259.88	259.88
			1						1			2	33.2		66.40	66.40	66.40
2	4	4	4	4	4	4	4	4	4	2	2	42	14.4		604.80	604.80	604.80
1	1	2	2	2	2	2	2	2	2	2	1	21	2.75		57.75	57.75	57.75
1	1	2	2	2	2	2	2	2	2	2	1	21	2.75		57.75	57.75	57.75
1	1	2	2	2	2	2	2	2	2	2	1	21	2.75		57.75	57.75	57.75
Estimated Total Park Cost:															8,129.62	8,129.62	8,129.62

Frontage 4													Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Estimated Total Park Cost:																	

Turfgrass Mow/Trim/Edge	2	2	2	5	4	4	4	4	4	4	4	5	4	2	2	2	43	57.13	2,456.59	2,456.59	
Mulch Beds/Tree Rings				1							1					2	2193.75	4,387.50	4,387.50		
Turf Fertilization					1											2	94.5	189.00	189.00		
Turf and Bed Pre-Emergent	1											1				2	94.5	189.00	189.00		
Fire Ant Control					1								1			2	23.86	47.72	47.72		
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	4	4	4	2	2	42	10.29	432.18	432.18		
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	21	2.5	52.50	52.50		
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	21	2.5	52.50	52.50		
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	21	2.5	52.50	52.50		
Estimated Total Park Cost:																			7,859.49	7,859.49	7,859.49

Frontage 5	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	28.64		1,231.52	1,231.52	1,231.52			
Mulch Beds/Tree Rings			1							1			2	877.5		1,755.00	1,755.00	1,755.00			
Turf Fertilization				1						1			2	47.25		94.50	94.50	94.50			
Turf and Bed Pre-Emergent	1									1			2	47.25		94.50	94.50	94.50			
Fire Ant Control				1						1			2	11.62	0.45	23.24	23.24	23.24			
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	4	2	42	4.89		205.38	205.38	205.38			
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	21	1.2		25.20	25.20	25.20			
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	21	1.2		25.20	25.20	25.20			
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	21	1.2		25.20	25.20	25.20			
Estimated Total Park Cost:																			3,479.74	3,479.74	3,479.74

Frontage 6	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	43.04		1,850.72	1,850.72	1,850.72			
Mulch Beds/Tree Rings			1							1			2	816.56		1,633.12	1,633.12	1,633.12			
Turf Fertilization				1						1			2	70.88		141.76	141.76	141.76			
Turf and Bed Pre-Emergent	1									1			2	70.88		141.76	141.76	141.76			
Fire Ant Control				1						1			2	18.68	0.69	37.36	37.36	37.36			
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	4	2	42	7.71		323.82	323.82	323.82			
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	21	1.75		36.75	36.75	36.75			
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	21	1.75		36.75	36.75	36.75			
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	21	1.75		36.75	36.75	36.75			
Estimated Total Park Cost:																			4,238.79	4,238.79	4,238.79

Frontage 7	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	71.17		3,060.31	3,060.31	3,060.31			
Mulch Beds/Tree Rings			1							1			2	1272.38		2,544.76	2,544.76	2,544.76			
Estimated Total Park Cost:																					

Turf Fertilization													1					2					177.19			354.38		354.38																						
Turf and Bed Pre-Emergent												1											177.19			354.38		354.38																						
Fire Ant Control													1										45.65			91.30		91.30																						
Irrigation Maintenance	2	4	4	4	4	4	4	4	2	2	4	4	4	4	4	4	2	42				18.77			788.34		788.34																							
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	21					3.3			69.30		69.30																							
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	21					3.3			69.30		69.30																							
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	21					3.3			69.30		69.30																							
Estimated Total Park Cost:																									7,401.37																							7,401.37		7,401.37

Frontage 8	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost										
Frontage 8																												
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	2	43	114.27		4,913.61	4,913.61	4,913.61									
Mulch Beds/Tree Rings			1							1			2	365.63		731.26	731.26	731.26										
Turf Fertilization				1						1			2	236.25		472.50	472.50	472.50										
Turf and Bed Pre-Emergent	1			1						1			2	236.25		472.50	472.50	472.50										
Fire Ant Control												1	2	60.18		120.36	120.36	120.36										
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	25.46		1,069.32	1,069.32	1,069.32										
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00										
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00										
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00										
Estimated Total Park Cost:																8,094.55											8,094.55	

Frontage 9	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost																				
Frontage 9																																						
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	2	43	21.34		917.62	917.62	917.62																			
Mulch Beds/Tree Rings			1							1			2	195		390.00	390.00	390.00																				
Turf Fertilization				1						1			2	35.44		70.88	70.88	70.88																				
Turf and Bed Pre-Emergent	1									1			2	35.44		70.88	70.88	70.88																				
Fire Ant Control												1	2	10.38		20.76	20.76	20.76																				
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	4.37		183.54	183.54	183.54																				
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00																				
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00																				
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00																				
Estimated Total Park Cost:																1,716.68																						1,716.68

Frontage 10	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost										
Frontage 10																												
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	2	43	121.87		5,240.41	5,240.41	5,240.41									
Mulch Beds/Tree Rings			1							1			2	255.94		511.88	511.88	511.88										
Turf Fertilization				1						1			2	129.94		259.88	259.88	259.88										
Turf and Bed Pre-Emergent	1									1			2	129.94		259.88	259.88	259.88										

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Fire Ant Control				1						1			2	64.33	2.5	128.66	128.66	128.66	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	4	2	42	12.86		540.12	540.12	540.12	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00	
Estimated Total Park Cost:																7,255.83	7,255.83	7,255.83	7,255.83

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Garey Park - Map 1 of 7																			
6450 Leander Rd.																			
Turfgrass Mow/Trim/Edge	8	8	4	4	4	4	4	4	4	4	4	8	60	116.35	2.3	6,981.00	6,981.00	6,981.00	
Perennial Rye Overseed										1			1	1584		1,584.00	1,584.00	1,584.00	
Mulch Beds/Tree Rings			1							1			2	0		0.00	0.00	0.00	
Turf Fertilization				1					1				2	248.06		496.12	496.12	496.12	
Turf and Bed Pre-Emergent	1							1					2	248.06		496.12	496.12	496.12	
Fire Ant Control				1						1			2	62.25		124.50	124.50	124.50	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0		0.00	0.00	0.00	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00	
Estimated Total Park Cost:																9,996.74	9,996.74	9,996.74	9,996.74

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Garey Park-Map 2 of 7																			
6450 Leander Rd.																			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	36	429.4		15,458.40	15,458.40	15,458.40	
Mulch Beds/Tree Rings			1							1			2	0		0.00	0.00	0.00	
Turf Fertilization				1						1			2	1641.94		3,283.88	3,283.88	3,283.88	
Turf and Bed Pre-Emergent	1							1					2	1641.94		3,283.88	3,283.88	3,283.88	
Fire Ant Control				1						1			2	398.4		796.80	796.80	796.80	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0		0.00	0.00	0.00	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	15.2		319.20	319.20	319.20	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	15.2		319.20	319.20	319.20	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	15.2		319.20	319.20	319.20	
Estimated Total Park Cost:																23,780.56	23,780.56	23,780.56	23,780.56

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Garey Park-Map 3 of 7																			
6450 Leander Rd.																			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	36	372.45		13,408.20	13,408.20	13,408.20	
Mulch Beds/Tree Rings			1							1			2	0		0.00	0.00	0.00	
Turf Fertilization				1						1			2	1429.31		2,858.62	2,858.62	2,858.62	
Turf and Bed Pre-Emergent	1							1					2	1429.31		2,858.62	2,858.62	2,858.62	
Fire Ant Control				1						1			2	348.6		697.20	697.20	697.20	
Estimated Total Park Cost:																23,780.56	23,780.56	23,780.56	23,780.56

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	4	2	2	42	0	0.00	0.00	0.00
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	1	21	13	273.00	273.00	273.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	1	21	13	273.00	273.00	273.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	1	21	13	273.00	273.00	273.00
Estimated Total Park Cost:																20,641.64	20,641.64	20,641.64

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Garey Park-Map 4 of 7																		
6450 Leander Rd.																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	36	143.25		5,157.00	5,157.00	5,157.00
Mulch Beds/Tree Rings			1							1			2	0		0.00	0.00	0.00
Turf Fertilization				1						1			2	318.94		637.88	637.88	637.88
Turf and Bed Pre-Emergent	1							1					2	318.94	3.2	637.88	637.88	637.88
Fire Ant Control				1						1			2	79.68		159.36	159.36	159.36
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0		0.00	0.00	0.00
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	5		105.00	105.00	105.00
Estimated Total Park Cost:																6,907.12	6,907.12	6,907.12

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Garey Park-Map 5 of 7																		
6450 Leander Rd.																		
Turfgrass Mow/Trim/Edge	2	2	2	4	4	4	4	4	4	2	2	2	36	85.95		3,094.20	3,094.20	3,094.20
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5	1.2	94.50	94.50	94.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5		94.50	94.50	94.50
Estimated Total Park Cost:																3,283.20	3,283.20	3,283.20

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Garey Park-Map 6 of 7																		
6450 Leander Rd.																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	36	100.21		3,607.56	3,607.56	3,607.56
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5.3	14.08	111.30	111.30	111.30
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	5.3		111.30	111.30	111.30
Estimated Total Park Cost:																3,830.16	3,830.16	3,830.16

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Garey Park-Map 7 of 7																		
6450 Leander Rd.																		
Turfgrass Mow/Trim/Edge	1												1	6500	130	6,500.00	6,500.00	6,500.00
Estimated Total Park Cost:																6,500.00	6,500.00	6,500.00

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Garey Park - One Time Clearing																		
6450 Leander Rd.																		
Litter and Debris Removal	1																	
Estimated Total Park Cost:																6,500.00	6,500.00	6,500.00

Turfgrass Mow/Trim/Edge	1																		1	2150	43	2,150.00	2,150.00	2,150.00																					
Estimated Total Park Cost:																																													2,150.00

Gazebo	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost						
380 Village Commons Blvd.																								
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	6.13		263.59	263.59	263.59						
Mulch Beds/Tree Rings			1							1			2	195		390.00	390.00	390.00						
Turf Fertilization				1					1	1			2	11.81		23.62	23.62	23.62						
Turf and Bed Pre-Emergent	1							1					2	11.81		23.62	23.62	23.62						
Fire Ant Control				1						1			2	3.11	0.12	6.22	6.22	6.22						
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	1.29		54.18	54.18	54.18						
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00							
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00							
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00							
Estimated Total Park Cost:																824.23	824.23	824.23						

Geneva Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
1021 Quail Valley																		
Turfgrass Mow/Trim/Edge	1	1	4	4	4	4	4	4	4	4	3	1	38	82.2		3,123.60	3,123.60	3,123.60
Hard Surfaces Maintenance	1	1	2	4	4	4	4	4	4	2	2	1	38	4.5	1.1	171.00	171.00	171.00
Litter and Debris Removal	1	1	2	4	4	4	4	4	4	2	2	1	38	4.5		171.00	171.00	
Estimated Total Park Cost:																3,465.60	3,465.60	3,465.60

Golden Bear Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
107 Golden Bear Drive																		
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	164.16				3,447.36
Mulch Beds/Tree Rings			1							1			2	20				40.00
Turf Fertilization				1						1			2	259.88				519.76
Turf and Bed Pre-Emergent	1							1					2	129.94				259.88
Fire Ant Control				1						1			2	65.64	2.7			131.28
Irrigation Maintenance													0					0.00
Bed Maintenance													0					0.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	5				105.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	5				105.00
Estimated Total Park Cost:																		4,608.28

Green Grove Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
275 Westbury Ln.																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	43.4		1,866.20	1,866.20	1,866.20
Mulch Beds/Tree Rings			1							1			2	9.75		19.50	19.50	19.50
Turf Fertilization				1						1			2	82.69		165.38	165.38	165.38

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Turf and Bed Pre-Emergent		1								1			2	82.69		165.38	165.38	165.38	
Fire Ant Control				1						1			2	20.23	0.78	40.46	40.46	40.46	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	8.74		367.08	367.08	367.08	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5		31.50	31.50	31.50	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5		31.50	31.50	31.50	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5		31.50	31.50	31.50	
Estimated Total Park Cost:																2,718.50	2,718.50	2,718.50	2,718.50

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Greenside Park 105 Village Commons Blvd.																			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	43.4		1,866.20	1,866.20	1,866.20	
Mulch Beds/Tree Rings			1							1			2	255.94		511.88	511.88	511.88	
Turf Fertilization				1						1			2	23.63		47.26	47.26	47.26	
Turf and Bed Pre-Emergent		1							1				2	23.63	0.13	47.26	47.26	47.26	
Fire Ant Control				1						1			2	8.3		16.60	16.60	16.60	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	1.54		64.68	64.68	64.68	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5		31.50	31.50	31.50	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5		31.50	31.50	31.50	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5		31.50	31.50	31.50	
Estimated Total Park Cost:																2,648.38	2,648.38	2,648.38	2,648.38

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Hanover Park 176 Village Commons Blvd.																			
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	13.74		590.82	590.82	590.82	
Mulch Beds/Tree Rings			1							1			2	60.94		121.88	121.88	121.88	
Turf Fertilization				1						1			2	29.53		59.06	59.06	59.06	
Turf and Bed Pre-Emergent		1							1				2	29.53	0.3	59.06	59.06	59.06	
Fire Ant Control				1						1			2	7.78		15.56	15.56	15.56	
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	3.34		140.28	140.28	140.28	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00	
Estimated Total Park Cost:																1,049.66	1,049.66	1,049.66	1,049.66

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost	
Heritage Gardens Park 2100 Hutto Road																			
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	328.32	13	6,894.72	6,894.72	6,894.72	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	18.24		383.04	383.04	383.04	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	18.24		383.04	383.04	383.04	
Estimated Total Park Cost:																7,660.80	7,660.80	7,660.80	7,660.80

1. Bluebonnets should not be mowed during growing season

IOOF Cemetery	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
701 Smith Creek Rd.																		
Turfgrass Mow/Trim/Edge	1	1	4	4	4	4	4	4	4	4	3	1	38	1641.6	27	62,380.80	62,380.80	62,380.80
Hard Surfaces Maintenance	1	1	2	4	4	4	4	4	4	2	2	1	38	91.2		3,465.60	3,465.60	3,465.60
Fire Ant Control				1					1				2	705.5		1,411.00	1,411.00	1,411.00
Litter and Debris Removal	1	1	2	4	4	4	4	4	4	2	2	1	38	91.2		3,465.60	3,465.60	3,465.60
Estimated Total Park Cost:																		
	70,723.00																	

Katy Crossing Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
224 Katy Crossing																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	130.25	1.4	5,600.75	5,600.75	5,600.75
Fire Ant Control				1					1				2	36.31		72.62	72.62	72.62
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	6.7		140.70	140.70	140.70
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	6.7		140.70	140.70	140.70
Estimated Total Park Cost:																		
	5,954.77																	

Katy Crossing Trail Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
655 River Bluff Cir.																		
Turfgrass Mow/Trim/Edge	1	1	1	1	1	1	1	1	1	1	1	1	12	45.6	0.76	547.20	547.20	547.20
Estimated Total Park Cost:																		
	547.20																	

La Conterra North	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
109 West Ridgline Blvd																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	84.38				3,628.34
Mulch Beds/Tree Rings			1						1	1			2	643.5				1,287.00
Turf Fertilization				1					1				2	82.69				165.38
Turf and Bed Pre-Emergent	1								1				2	41.3	1.6			82.60
Fire Ant Control				1						1			2	38.9				77.80
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	4.28				179.76
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5				94.50
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5				94.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5				94.50
Estimated Total Park Cost:																		
	5,704.38																	

La Conterra Parkland	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
109 W. Ridgeline Blvd.																		
Turfgrass Mow/Trim/Edge	1	1	1	1	1	1	1	1	1	1	1	1	12	60.8	1.3	729.60	729.60	729.60
Estimated Total Park Cost:																		
	729.60																	

Lyndoch Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
2050 Leander Rd.																		

Turfgrass Mow/Trim/Edge	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12	364.8	4.2	4,377.60	4,377.60	4,377.60
Estimated Total Park Cost:																							
	4,377.60																						

Madison Oaks (84 Lumber) 203 Madison Oaks Ave.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	164.16		1,969.92	1,969.92	3,447.36
Mulch Beds/Tree Rings			1						1				2	0		0.00	0.00	0.00
Turf Fertilization													0			0.00	0.00	0.00
Turf and Bed Pre-Emergent													0			0.00	0.00	0.00
Fire Ant Control			1						1				2	75.36	3.1	0.00	0.00	150.72
Irrigation Maintenance													0			0.00	0.00	0.00
Bed Maintenance													0			0.00	0.00	0.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	8.75		0.00	0.00	183.75
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	8.75		218.88	218.88	183.75
Estimated Total Park Cost:																2,188.80	2,188.80	3,965.58

Madrone Park 923 Madrone Drive	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	98.48	1.7	4,234.64	4,234.64	4,234.64
Hard Surfaces Maintenance	2	2	5	4	4	5	4	4	5	4	2	2	43	5.32		228.76	228.76	228.76
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	5.32		111.72	111.72	111.72
Estimated Total Park Cost:																4,575.12	4,575.12	4,575.12

Maple St. Lot 109 W. Ridgeline Blvd.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	0	0	1	0	0	1	0	0	1	0	0	1	4	319.2	8.1	1,276.80	1,276.80	1,276.80
Estimated Total Park Cost:																1,276.80	1,276.80	1,276.80

Meadows of Georgetown Park 321 Meadows Drive	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	2	2	3	4	4	4	4	4	4	3	2	2	38	112.23		4,264.74	4,264.74	4,264.74
Mulch Beds/Tree Rings			1							1			2	48.75		97.50	97.50	97.50
Turf Fertilization - irrigated only				1						1			2	94.5		189.00	189.00	189.00
Turf Pre-Emergent - irrigated only	1							1					2	37.25	2	74.50	74.50	74.50
Bed Pre-Emergent	1							1					2	37.25	2	74.50	74.50	74.50
Bed & Tree Well Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12	4.5		54.00	54.00	54.00
Hard Surfaces Maintenance	2	2	3	4	4	4	4	4	4	3	2	2	38	4.5		171.00	171.00	171.00
Litter and Debris Removal	2	2	3	4	4	4	4	4	4	3	2	2	38	4.5		171.00	171.00	171.00
Estimated Total Park Cost:																5,096.24	5,096.24	5,096.24

Old Oak Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost

111 River Park Ln.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	1	21	40.6	852.60	852.60	852.60
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	1	21	2.5	52.50	52.50	52.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	1	21	2.5	52.50	52.50	52.50
Estimated Total Park Cost:																		
	957.60															957.60	957.60	

Outer McMaster Park 101 Walden Dr.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	1	21	441	9,261.00	9,261.00	9,261.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	1	21	7.5	157.50	157.50	157.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	1	21	7.5	157.50	157.50	157.50
Estimated Total Park Cost:																		
	9,576.00															9,576.00	9,576.00	

Picket Trail	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	1	21	40.6	852.60	852.60	852.60
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	1	21	2.5	52.50	52.50	52.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	1	21	2.5	52.50	52.50	52.50
Estimated Total Park Cost:																		
	957.60															957.60	957.60	

Pinnacle Park 309 Greenslope Lane	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	2	2	3	4	4	4	4	4	4	3	2	2	2	38	84.38	3,206.44	3,206.44	3,206.44
Turf Fertilization - irrigated only				1					1				2	82.69	165.38	165.38	165.38	
Turf Pre-Emergent - irrigated only	1							1					2	41.3	82.60	82.60	82.60	
Bed Pre-Emergent														41.3	0.00	0.00	0.00	
Bed & Tree Well Maintenance														4.5	0.00	0.00	0.00	
Fire Ant Control				1						1			2	43.58	87.16	87.16	87.16	
Hard Surfaces Maintenance	2	2	3	4	4	4	4	4	4	3	2	2	38	4.5	171.00	171.00	171.00	
Litter and Debris Removal	2	2	3	4	4	4	4	4	4	3	2	2	38	4.5	171.00	171.00	171.00	
Estimated Total Park Cost:																		
	3,883.58															3,883.58	3,883.58	

Pinnacle Park-Disc Golf 309 Greenslope Lane	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	1	21	177.84	3,734.64	3,734.64	3,734.64
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	1	21	19.76	414.96	414.96	414.96
Estimated Total Park Cost:																		
	4,149.60															4,149.60	4,149.60	

Rain Tree Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost

302 Raintree Drive	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	21	40.6	0.23	852.60	852.60	852.60
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	21	2.5	0.23	52.50	52.50	52.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	21	2.5	0.23	52.50	52.50	52.50
Estimated Total Park Cost: 957.60 957.60 957.60																		

River Chase Park 878 Memorial Dr.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	0	0	1	0	0	1	0	0	1	0	0	1	4	60.8	1.1	243.20	243.20	243.20
Estimated Total Park Cost: 243.20 243.20																		

River Ridge Pool 414 South Ridge Circle	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	21	84.2	0.47	1,768.20	1,768.20	1,768.20
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	21	3.5	0.47	73.50	73.50	73.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	21	3.5	0.47	73.50	73.50	73.50
Estimated Total Park Cost: 1,915.20 1,915.20																		

Rivory Park 1448 Rivory Boulevard	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	4	4	4	4	4	4	4	4	3	1	38	164.16	5.5	6,238.08	6,238.08	6,238.08
Hard Surfaces Maintenance	1	1	2	4	4	4	4	4	4	2	2	1	38	9.12	5.5	346.56	346.56	346.56
Litter and Debris Removal	1	1	2	4	4	4	4	4	4	2	2	1	38	9.12	5.5	346.56	346.56	346.56
Estimated Total Park Cost: 6,931.20 6,931.20																		

Rowan Park 1301 Rowan Drive	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	115.58	2.2	4,969.94	4,969.94	4,969.94
Hard Surfaces Maintenance	2	2	5	4	4	5	4	4	5	4	2	2	43	4.04	2.2	173.72	173.72	173.72
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.04	2.2	84.84	84.84	84.84
Estimated Total Park Cost: 5,228.50 5,228.50																		

San Gabriel River Frontage 1500 Scenic Dr.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	82.2	1.3	1,726.20	1,726.20	1,726.20
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5	1.3	94.50	94.50	94.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5	1.3	94.50	94.50	94.50
Estimated Total Park Cost: 1,915.20 1,915.20																		

San Gabriel Village Open Space	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Estimated Total Park Cost: 1,915.20 1,915.20																		

401 San Gabriel Village Blvd.												Acreage	Annual Cost	Annual Cost				
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	2	1	21	109.44	2,298.24	2,298.24
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	1	21	6.08	127.68	127.68
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	2	1	21	6.08	127.68	127.68
Estimated Total Park Cost:													2,553.60	2,553.60	2,553.60			

Shell Park												Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost			
219 Westbury Ln.																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	4	5	4	2	43	13.74	590.82	590.82
Mulch Beds/Tree Rings			1							1				2	14.63	29.26	29.26	29.26
Turf Fertilization				1						1				2	23.63	47.26	47.26	47.26
Turf and Bed Pre-Emergent	1								1					2	23.63	47.26	47.26	47.26
Fire Ant Control										1				2	5.19	10.38	10.38	10.38
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	4	4	4	42	2.31	97.02	97.02	97.02
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	21	1	21.00	21.00	21.00
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	21	1	21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	2	21	1	21.00	21.00	21.00
Estimated Total Park Cost:													885.00	885.00	885.00			

Smith Branch Trail												Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost			
Smith Branch Trail																		
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	2	2	21	54.72	1,149.12	1,149.12	1,149.12
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	21	3.04	63.84	63.84	63.84
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	2	21	3.04	63.84	63.84	63.84
Estimated Total Park Cost:													1,276.80	1,276.80	1,276.80			

Spring Court Park												Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost			
376 Westbury Ln.																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	4	5	4	2	43	28.57	1,228.51	1,228.51
Mulch Beds/Tree Rings			1							1				2	39	78.00	78.00	78.00
Turf Fertilization				1						1				2	47.25	94.50	94.50	94.50
Turf and Bed Pre-Emergent	1								1					2	47.25	94.50	94.50	94.50
Fire Ant Control										1				2	12.97	25.94	25.94	25.94
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	4	4	4	42	5.66	237.72	237.72	237.72
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	21	1.25	26.25	26.25	26.25
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	2	2	21	1.25	26.25	26.25	26.25
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	2	2	21	1.25	26.25	26.25	26.25
Estimated Total Park Cost:													1,837.92	1,837.92	1,837.92			

Summercrest Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
1201 Ashberry Trail																		
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	82.2	1.6	1,726.20	1,726.20	1,726.20
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5		94.50	94.50	94.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.5		94.50	94.50	94.50
Estimated Total Park Cost:																		
																1,915.20	1,915.20	1,915.20

Summers Green Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Summers Green																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	57.13		2,456.59	2,456.59	2,456.59
Mulch Beds/Tree Rings			1						1				2	24.38		48.76	48.76	48.76
Turf Fertilization				1						1			2	153.56	1.5	307.12	307.12	307.12
Turf and Bed Pre-Emergent	1												2	153.56		307.12	307.12	307.12
Fire Ant Control			1							1			2	38.91		77.82	77.82	77.82
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	19.29		810.18	810.18	810.18
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	2.5		52.50	52.50	52.50
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	2.5		52.50	52.50	52.50
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	2.5		52.50	52.50	52.50
Estimated Total Park Cost:																		
																4,165.09	4,165.09	4,165.09

Susana Drive Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
1201 Ashberry Trail																		
Turfgrass Mow/Trim/Edge	1	1	1	1	1	1	1	1	1	1	1	1	21	82.08	1.6	1,723.68	1,723.68	1,723.68
Hard Surfaces Maintenance													0			0.00	0.00	0.00
Litter and Debris Removal	1	1	1	1	1	1	1	1	1	1	1	1	21	9.12		191.52	191.52	191.52
Estimated Total Park Cost:																		
																1,915.20	1,915.20	1,915.20

University Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
2510 University Park Drive																		
Turfgrass Mow/Trim/Edge	2	2	3	4	4	4	4	4	4	3	2	2	43	140.6		6,045.80	6,045.80	6,045.80
Mulch Beds/Tree Rings			1						1				2	1255.32		2,510.64	2,510.64	2,510.64
Turf Fertilization				1						1			2	259.88	2.6	519.76	519.76	519.76
Turf Pre-Emergent	1								1				2	129.94		259.88	259.88	259.88
Bed Pre-Emergent	1								1				2	129.94		259.88	259.88	259.88
Bed & Tree Well Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12	5		60.00	60.00	60.00
Hard Surfaces Maintenance	2	2	3	4	4	4	4	4	4	3	2	2	43	5		215.00	215.00	215.00
Litter and Debris Removal	2	2	3	4	4	4	4	4	4	3	2	2	43	5		215.00	215.00	215.00
Estimated Total Park Cost:																		
																10,085.96	10,085.96	10,085.96

Village Glen Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
395 Westbury Ln.																		

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	2	2	2	4	4	4	4	4	4	5	4	2	2	43	28.2	1,212.60	1,212.60	1,212.60
Mulch Beds/Tree Rings			1							1			2	24.38		48.76	48.76	48.76
Turf Fertilization				1									2	41.34		82.68	82.68	82.68
Turf and Bed Pre-Emergent	1								1				2	41.34		82.68	82.68	82.68
Fire Ant Control				1						1			2	11	0.43	22.00	22.00	22.00
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	4.63	194.46	194.46	194.46	
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5	31.50	31.50	31.50	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5	31.50	31.50	31.50	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.5	31.50	31.50	31.50	
Estimated Total Park Cost:																1,737.68	1,737.68	1,737.68

Village Pool and Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
370 Village Commons Boulevard																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	232.94		10,016.42	10,016.42	10,016.42
Mulch Beds/Tree Rings			1							1			2	82.88		165.76	165.76	165.76
Turf Fertilization				1						1			2	448.88		897.76	897.76	897.76
Turf and Bed Pre-Emergent	1								1				2	448.88		897.76	897.76	897.76
Fire Ant Control				1						1			2	114.13	4.4	228.26	228.26	228.26
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	12.86		540.12	540.12	540.12
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	7	147.00	147.00	147.00	
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	7	147.00	147.00	147.00	
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	7	147.00	147.00	147.00	
Estimated Total Park Cost:																13,187.08	13,187.08	13,187.08

1. Combination to lock required for entry

Villages of Berry Creek Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
30138 Berry Creek Drive																		
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	164.16		3,447.36	3,447.36	3,447.36
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	9.12	2.7	191.52	191.52	191.52
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	9.12		191.52	191.52	191.52
Estimated Total Park Cost:																3,830.40	3,830.40	3,830.40

Walkway 1	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Westbury Lane and Alleyway-Village Park Drive																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	6.62		284.66	284.66	284.66
Turf Fertilization				1						1			2	7.8		15.60	15.60	15.60
Turf and Bed Pre-Emergent	1								1				2	7.8	0.076	15.60	15.60	15.60
Fire Ant Control				1						1			2	1.97		3.94	3.94	3.94
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0.77		32.34	32.34	32.34
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00

Estimated Total Park Cost: 394.14 394.14 394.14

Walkway 2	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Alleyway off of Village Park Dr																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	6.62		284.66	284.66	284.66
Turf Fertilization				1					1				2	3.43		6.86	6.86	6.86
Turf and Bed Pre-Emergent	1								1				2	3.43	0.034	6.86	6.86	6.86
Fire Ant Control				1					1				2	0.88		1.76	1.76	1.76
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0.26		10.92	10.92	10.92
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Estimated Total Park Cost:																353.06	353.06	353.06

Walkway 3	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Alleyway off of Village Park Dr																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	6.62		284.66	284.66	284.66
Turf Fertilization				1					1				2	4.73		9.46	9.46	9.46
Turf and Bed Pre-Emergent	1								1				2	4.73	0.047	9.46	9.46	9.46
Fire Ant Control				1					1				2	1.25		2.50	2.50	2.50
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0.51		21.42	21.42	21.42
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Estimated Total Park Cost:																369.50	369.50	369.50

Walkway 4	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Alleyway off of Village Park Dr																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	6.63		285.09	285.09	285.09
Turf Fertilization				1					1				2	5.67		11.34	11.34	11.34
Turf and Bed Pre-Emergent	1								1				2	5.67	0.056	11.34	11.34	11.34
Fire Ant Control				1					1				2	1.25		2.50	2.50	2.50
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0.51		21.42	21.42	21.42
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Estimated Total Park Cost:																373.69	373.69	373.69

Walkway 5	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Hickory Lane and Village Commons Blvd/Hickory Lane Alleyway																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	5	4	2	2	43	6.63		285.09	285.09	285.09
Turf Fertilization				1					1				2	4.13		8.26	8.26	8.26
Turf and Bed Pre-Emergent	1								1				2	4.13		8.26	8.26	8.26

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Fire Ant Control				1						1			2	1.04	0.04	2.08	2.08	2.08
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0.51		21.42	21.42	21.42
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Estimated Total Park Cost:																367.11	367.11	367.11

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Walkway 7																		
Bedford Court and Walkway 8																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	6.62		284.66	284.66	284.66
Turf Fertilization				1						1			2	6.5		13.00	13.00	13.00
Turf and Bed Pre-Emergent	1								1				2	6.5	0.064	13.00	13.00	13.00
Fire Ant Control				1						1			2	1.66		3.32	3.32	3.32
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0.77		32.34	32.34	32.34
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Estimated Total Park Cost:																388.32	388.32	388.32

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Walkway 10																		
Rosebud Lane and Westbury Ln/Rosebud Ln Alleyway																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	6.62		284.66	284.66	284.66
Turf Fertilization				1						1			2	3.9		7.80	7.80	7.80
Turf and Bed Pre-Emergent	1								1				2	3.9	0.038	7.80	7.80	7.80
Fire Ant Control				1						1			2	1.04		2.08	2.08	2.08
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	0.51		21.42	21.42	21.42
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1		21.00	21.00	21.00
Estimated Total Park Cost:																365.76	365.76	365.76

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Westbury Park																		
214 Westbury Ln.																		
Turfgrass Mow/Trim/Edge	2	2	5	4	4	5	4	4	4	5	4	2	43	28.57		1,228.51	1,228.51	1,228.51
Mulch Beds/Tree Rings			1							1			2	14.63		29.26	29.26	29.26
Turf Fertilization				1						1			2	47.25		94.50	94.50	94.50
Turf and Bed Pre-Emergent	1								1				2	47.25	0.42	94.50	94.50	94.50
Fire Ant Control				1						1			2	10.38		20.76	20.76	20.76
Irrigation Maintenance	2	4	4	4	4	4	4	4	4	4	2	2	42	4.63		194.46	194.46	194.46
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.25		26.25	26.25	26.25
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	1.25		26.25	26.25	26.25
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	1.25		26.25	26.25	26.25

Estimated Total Park Cost: 1,740.74 1,740.74 1,740.74

Williams Drive Pool and Park 3201 Williams Dr.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	54.72	1.2	1,149.12	1,149.12	1,149.12
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21	3.04		63.84	63.84	63.84
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	3.04		63.84	63.84	63.84
Estimated Total Park Cost:																1,276.80	1,276.80	1,276.80

Windridge Village Park 1302 E. 3rd	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	41.04	0.41	861.84	861.84	861.84
Hard Surfaces Maintenance													0			0.00	0.00	0.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	4.56		95.76	95.76	95.76
Estimated Total Park Cost:																957.60	957.60	957.60

Woodlake Park 249 Wildwood Drive	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1	1	2	2	2	2	2	2	2	2	2	1	21	82.08	0.74	1,723.68	1,723.68	1,723.68
Hard Surfaces Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21			0.00	0.00	0.00
Litter and Debris Removal	1	1	2	2	2	2	2	2	2	2	2	1	21	9.12		191.52	191.52	191.52
Estimated Total Park Cost:																1,915.20	1,915.20	1,915.20

Woodland Park 301 Woodland Park	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequency	Unit Cost	Estimated Acreage	Annual Cost	Renewal 1 Annual Cost	Renewal 2 Annual Cost
Turfgrass Mow/Trim/Edge	1				1			1			1		4	76	0.79	304.00	304.00	304.00
Estimated Total Park Cost:																304.00	304.00	304.00

Estimated Total Cost for All Areas: 399,125.89 399,125.89 419,779.12
 Optional Services Allowance \$ 15,000.00
 TOTAL 434,779.12

**Renewal No. 2
to the Agreement between
Stillwater Site Services
and the
City of Georgetown, Texas**

This is the Second Renewal (“Second Renewal”) of the General Services Contract between Stillwater Site Services and the City of Georgetown, Texas (the “City”) (collectively, the “Parties”) entered into on May 1, 2017 (“Agreement”).

WHEREAS, on May 1, 2017, the Parties entered into the Agreement for landscaping, grounds maintenance and right-of-way mowing services for City facilities and the collection/transfer station (the “Services”);

WHEREAS, the Agreement included three one-year renewal periods, and the Parties renewed on September 25, 2018 for the first renewal period;

WHEREAS, the Parties desire to renew the Agreement for a second renewal period and establish the prices for the Services during the second renewal period;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the Parties from this Second Renewal and other good and valuable consideration, the City and Stillwater Site Services agree as follows:

1. The Parties agree to renew the Agreement for a second renewal period, which began upon the expiration of the first renewal period and will end on September 30, 2020 (the “Second Renewal Term”).
2. During the Second Renewal Term, the prices shown in **Exhibit A** attached hereto shall apply to the Services.
3. During the Second Renewal Term, the not to exceed amount shall be \$210,025.50.
4. All other terms of the Agreement not inconsistent with this Second Renewal shall apply. Except as expressly modified by this Second Renewal, the Agreement remains unchanged and in full force and effect, subject to its terms.
5. This Second Renewal is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this Second Renewal is hereby incorporated into and made a part of the above-referenced Agreement.

[Signature page to follow]

STILLWATER SITE SERVICES

By: Jana C Beckett

Printed Name: Jana C Beckett

Title: COO

Date: 10/15/2019

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

EXHIBIT A
CONTRACT NO. 17-051-SC; RENEWAL 2
STILLWATER SITE SERVICES
LANDSCAPING, GROUNDS MAINTENANCE AND ROW MOWING

CITY OF GEORGETOWN	# OF ANNUAL VISITS	ORIGINAL UNIT COST	ORIGINAL ANNUAL COST	5% INCREASE	RENEWAL 1 UNIT COST	RENEWAL 1 ANNUAL COST	CPI	RENEWAL 2 UNIT COST	RENEWAL 2 ANNUAL COST
CORNER IH 35 & WILLIAMS DRIVE	21	\$ 26.00	\$ 546.00	0.05	\$ 27.30	\$ 573.30	5.14% of original unit cost	\$ 27.34	\$ 574.06
CHAMBER OF COMMERCE	43	\$ 118.00	\$ 5,074.00	0.05	\$ 123.90	\$ 5,327.70	5.14% of original unit cost	\$ 124.07	\$ 5,334.80
PARKING LOT 6TH & MAIN	21	\$ 32.00	\$ 672.00	0.05	\$ 33.60	\$ 705.60	5.14% of original unit cost	\$ 33.64	\$ 706.54
COMMUNITY CENTER	43	\$ 168.00	\$ 7,224.00	0.05	\$ 176.40	\$ 7,585.20	5.14% of original unit cost	\$ 176.64	\$ 7,595.31
ENTRY MONUMENT EAST	21	\$ 27.00	\$ 567.00	0.05	\$ 28.35	\$ 595.35	5.14% of original unit cost	\$ 28.39	\$ 596.14
ENTRY MONUMENT HIGHWAY	21	\$ 27.00	\$ 567.00	0.05	\$ 28.35	\$ 595.35	5.14% of original unit cost	\$ 28.39	\$ 596.14
ENTRY MONUMENT WEST	21	\$ 27.00	\$ 567.00	0.05	\$ 28.35	\$ 595.35	5.14% of original unit cost	\$ 28.39	\$ 596.14
FIRE STATION 1	43	\$ 187.00	\$ 8,041.00	0.05	\$ 196.35	\$ 8,443.05	5.14% of original unit cost	\$ 196.61	\$ 8,454.31

	FIRE STATION 2	43	\$ 84.00	\$ 3,612.00	0.05	\$ 88.20	\$ 3,792.60	5.14% of original unit cost	\$ 88.32	\$ 3,797.66
	FIRE STATION 3 (SUN CITY)	43	\$ 112.00	\$ 4,816.00	0.05	\$ 117.60	\$ 5,056.80	5.14% of original unit cost	\$ 117.76	\$ 5,063.54
	FIRE STATION 4	43	\$ 128.00	\$ 5,504.00	0.05	\$ 134.40	\$ 5,779.20	5.14% of original unit cost	\$ 134.58	\$ 5,786.91
	FIRE STATION 5	43	\$ 116.00	\$ 4,988.00		\$ 202.80	\$ 8,720.40	1.69% of R1 unit cost	\$ 206.23	\$ 8,867.77
	FUEL PUMPS	43	\$ 136.00	\$ 5,848.00	0.05	\$ 142.80	\$ 6,140.40	5.14% of original unit cost	\$ 142.99	\$ 6,148.59
	COUNCIL & COURT BUILDING	43	\$ 82.00	\$ 3,526.00	0.05	\$ 86.10	\$ 3,702.30	5.14% of original unit cost	\$ 86.21	\$ 3,707.24
	GMC BUILDING	43	\$ 278.00	\$ 11,954.00	0.05	\$ 291.90	\$ 12,551.70	5.14% of original unit cost	\$ 292.29	\$ 12,568.44
	GMC OVERFLOW PARKING LOT	43	\$ 71.00	\$ 3,053.00	0.05	\$ 74.55	\$ 3,205.65	5.14% of original unit cost	\$ 74.65	\$ 3,209.92
	GRACE HERITAGE CENTER	43	\$ 52.00	\$ 2,236.00	0.05	\$ 54.60	\$ 2,347.80	5.14% of original unit cost	\$ 54.67	\$ 2,350.93
	LIGHT AND WATER BUILDING	43	\$ 71.00	\$ 3,053.00	0.05	\$ 74.55	\$ 3,205.65	5.14% of original unit cost	\$ 74.65	\$ 3,209.92

MADelia HILLIARD CENTER	43	\$ 60.00	\$ 2,580.00	0.05	\$ 63.00	\$ 2,709.00	5.14% of original unit cost	\$ 63.08	\$ 2,712.61	
MAIN STREET PARKING LOT	43	\$ 82.00	\$ 3,526.00	0.05	\$ 86.10	\$ 3,702.30	5.14% of original unit cost	\$ 86.21	\$ 3,707.24	
MAIN STREET PLANTING BEDS	43	\$ 175.00	\$ 7,525.00	0.05	\$ 183.75	\$ 7,901.25	5.14% of original unit cost	\$ 184.00	\$ 7,911.79	
OLD CITY HALL	43	\$ 38.00	\$ 1,634.00	0.05	\$ 39.90	\$ 1,715.70		\$ -	\$ -	
CITY HALL (Old Library)	43	\$ 112.00	\$ 4,816.00	0.05	\$ 117.60	\$ 5,056.80	5.14% of original unit cost	\$ 117.76	\$ 5,063.54	
LIBRARY	43	\$ 129.00	\$ 5,547.00	0.05	\$ 135.45	\$ 5,824.35	5.14% of original unit cost	\$ 135.63	\$ 5,832.12	
PARKING LOT- 9TH STREET BEDS	21	\$ 26.00	\$ 546.00	0.05	\$ 27.30	\$ 573.30	5.14% of original unit cost	\$ 27.34	\$ 574.06	
PARKING LOT-8TH AND MLK	43	\$ 141.00	\$ 6,063.00	0.05	\$ 148.05	\$ 6,366.15	5.14% of original unit cost	\$ 148.25	\$ 6,374.64	
PARKING LOT 4TH AND AUSTIN AVE (Old Dreager Lot)	43	\$ 66.00	\$ 2,838.00	0.05	\$ 69.30	\$ 2,979.90	5.14% of original unit cost	\$ 69.39	\$ 2,983.87	
PARKS ADMIN COMPOUND	43	\$ 180.00	\$ 7,740.00	0.05	\$ 189.00	\$ 8,127.00	5.14% of original unit cost	\$ 189.25	\$ 8,137.84	

	PUBLIC SAFETY COMPLEX	43	\$ 180.00	\$ 7,740.00		\$ 252.00	\$ 10,836.00	1.69% of R1 unit cost	\$ 256.26	\$ 11,019.13
	RECREATION CENTER	43	\$ 233.00	\$ 10,019.00	0.05	\$ 244.65	\$ 10,519.95	5.14% of original unit cost	\$ 244.98	\$ 10,533.98
	SCENIC DRIVE MEDIANS	43	\$ 182.00	\$ 7,826.00	0.05	\$ 191.10	\$ 8,217.30	5.14% of original unit cost	\$ 191.35	\$ 8,228.26
	TENNIS CENTER	43	\$ 195.00	\$ 8,385.00	0.05	\$ 204.75	\$ 8,804.25	5.14% of original unit cost	\$ 205.02	\$ 8,815.99
	WESTERN DISTRICT	43	\$ 245.00	\$ 10,535.00	0.05	\$ 257.25	\$ 11,061.75	5.14% of original unit cost	\$ 257.59	\$ 11,076.50
	WESTSIDE SERVICE CENTER	43	\$ 225.00	\$ 9,675.00	0.05	\$ 236.25	\$ 10,158.75	5.14% of original unit cost	\$ 236.57	\$ 10,172.30
	SUBTOTAL		\$ 4,011.00	\$ 168,843.00		\$ 4,211.55	\$ 183,477.15		\$ 4,328.48	\$ 182,308.23
	TRANSFER STATION	12	\$285.00	\$ 3,420.00	0.05	\$ 299.25	\$ 3,591.00	5.14% of original unit cost	\$ 299.65	\$ 3,595.79
	TRANSFER STATION OUTER AREA	4	\$980.00	\$ 3,920.00	0.05	\$ 1,029.00	\$ 4,116.00	5.14% of original unit cost	\$ 1,030.37	\$ 4,121.49
	SUBTOTAL		\$1,265.00	\$7,340.00		\$ 1,328.25	\$ 7,707.00		\$ 1,330.02	\$ 7,717.28
	OPTIONAL SERVICES (ALLOWANCE)									\$ 20,000.00
	SUBTOTAL									\$ 20,000.00
	TOTAL YEARLY CONTRACT COST			\$ 176,183.00			\$ 191,184.15			\$ 210,025.50

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve the **renewal** of an **annual Blanket Agreement** with **Predictable Business Strategies, LLC d/b/a PBS of Texas** to provide **janitorial services** pursuant to a piggyback clause in City of Round Rock **Contract No. R-2018-5767** in an amount not to exceed **\$794,160.00** -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

Staff is requesting approval to renew the janitorial and floor cleaning services contract with PBS of Texas, LLC. PBS has been the janitorial and floor cleaning services provider for the City for the past five years with great success. The City strives to properly maintain assets including furniture and fixtures, resulting in extended useful life. PBS has assisted the City in this effort by effectively maintaining facility assets for the last five years.

The City of Round Rock conducted a competitive best value bid in June 2018 in which PBS was selected from eight bidders. The contract was approved by Round Rock's City Council on August 23, 2018 for a term of 60 months. Staff recommends award of the City of Georgetown's janitorial and floor cleaning services to Predictable Business Strategies, LLC d/b/a PBS of Texas through an interlocal agreement with the City of Round Rock.

FINANCIAL IMPACT:

Estimated total for services is \$794,160.00 annually which is available in the 2020 Facilities Internal Service Fund.

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Renewal
Council Resolution
Interlocal Agreement
Pricing Detail

**Renewal No. 1 and Amendment No. 1
to the Agreement between
PBS of Texas
and the
City of Georgetown, Texas**

This Renewal Agreement and First Amendment (“Amendment”) is made and entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (“CITY”), and **PREDICTABLE BUSINESS STRATEGIES, LLC d/b/a PBS OF TEXAS**, a Texas limited liability company (“VENDOR”) (collectively, the “Parties”), which agree as follows:

WHEREAS, pursuant to Chapter 791 of the Government Code, the Parties entered into a Piggyback Contract on October 1, 2018 for janitorial services (the “Original Agreement”), by which VENDOR agreed to perform for CITY the services set forth in City of Round Rock Contract Resolution No. R-2018-5767;

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms; and

WHEREAS, the Parties hereby agree to renew the Original Agreement for the first renewal period and establish the prices for janitorial services during the first renewal period;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the Parties from this Amendment and other good and valuable consideration, the Parties agree as follows:

1. Section 5.D. of the Original Agreement is deleted in its entirety and replaced with the following:

Section 5.01 (B), Costs, shall be amended as follows: “The CITY may not expend in excess of \$794,160.00 per year for VENDOR’S services.”
2. The Parties agree to renew the Original Agreement for one (1) year; said renewal period will begin immediately upon the expiration of the original term and end on September 30, 2020 (the “First Renewal Term”).
3. During the First Renewal Term, the prices shown in **Exhibit A** attached to this Amendment shall apply.
4. During the First Renewal Term, the not to exceed amount shall be \$794,160.00.
5. All other terms of the Original Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Original Agreement remains unchanged and in full force and effect, subject to its terms.
6. This Amendment is effective on the date executed by CITY.

**PREDICTABLE
BUSINESS STRATEGIES, LLC
d/b/a PBS OF TEXAS**

CITY OF GEORGETOWN

By: Kurt Smith
Printed Name: KURT SMITH
Title: PRESIDENT
Date: 10-4-19

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

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

James Kachelmeyer, Assistant City Attorney

RESOLUTION NO. 032707-L

A Resolution of the City Council of the City of Georgetown, Texas Approving an Interlocal Agreement with City of Round Rock, Texas for the Purpose of Participating in an Interlocal Purchasing Cooperative Program; Providing a Severability Clause; and Providing and Effective Date.

WHEREAS; the City of Georgetown is a Texas Home Rule Municipal Corporation, and City of Round Rock is a Home Rule Municipal Corporation of the State of Texas; and

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, The "Texas Interlocal Cooperation Act", Tex. Gov. Code Ch. 791, provides, in relevant part, as follows:

§ 791.025 Government Contracts for Purchases

(a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the General Services Commission, to purchase goods and services.

(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the General Services Commission, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

WHEREAS, Chapter 271, Subchapter F "Cooperative Purchasing Program," Tex. Local Gov. Code Secs. 271.101 - .012, provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

Resolution No. 032707-L

Participation in Interlocal Cooperative Purchasing Program

Page 1 of 3

WHEREAS the City of Georgetown desires to participate with City of Round Rock in a Cooperative Purchasing Program.

WHEREAS; the City of Georgetown has reviewed the benefits of participating in this program and based on this review has concluded the program will provide the best value to taxpayers of this municipality through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Georgetown as follows:

Section 1: The City Council finds and declares that the foregoing recitals are true and correct and are incorporated herein by reference for all purposes, and that the adoption of this Resolution is in conformance with the following Century Plan Policy Statements:

13.0 All municipal operations are conducted in an efficient business-like manner and sufficient financial resources for both current and future needs are provided.

15.0 The City manages its resources in a sound and fiscally conservative manner.

Section 2: The Mayor or Mayor Pro Tem of the City of Georgetown is authorized to execute the "Interlocal Agreement" attached hereto as "Exhibit A" for the purpose of authorizing the City of Georgetown to participate with City of Round Rock in a cooperative Purchasing Program.

Section 3. 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 4: The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest.

Section 5: This Resolution shall become effective immediately upon its passage.

RESOLVED on the 27rd day of March, 2007.

ATTEST:



Sandra D. Lee
City Secretary

THE CITY OF GEORGETOWN:



By: Gary Nelon
Mayor

Resolution No. 032707-L
Participation in Interlocal Cooperative Purchasing Program
Page 2 of 3

APPROVED AS TO FORM:

Patricia Carls

Patricia Carls, City Attorney

CERTIFICATION

I certify the foregoing is a true and correct copy of the Resolution duly adopted by the City Council of the City of Georgetown on the 27rd day of March, 2007.

By: Sandra D. Lee

Sandra D. Lee

City Secretary

City of Georgetown, Texas

Date: 3-28-07

Resolution No. 032707-L

Participation in Interlocal Cooperative Purchasing Program

Page 3 of 3

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is by and between the City of Georgetown, Texas (“Georgetown”), and the City of Round Rock, Texas (“Round Rock”), acting by and through their authorized officers.

RECITALS:

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

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

CM-07-03-032

ARTICLE II
TERM

C 0 6 1 0 1 2 - 1

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III
TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV
PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V
MISCELLANEOUS

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

5.2 **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 below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **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 of

the State of Texas; and venue for any action concerning this Agreement shall be in the Courts of Williamson County, Texas.

5.6 **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.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 27th day of March, 2007.

CITY OF GEORGETOWN, TEXAS

By: [Signature]
GARY MELON, MAYOR

113 E. 8th Street
P.O. Box 409
Georgetown, Texas 78627

ATTEST:

By: [Signature]
CITY SECRETARY

EXECUTED this 9 day of March, 2007
~~2006.~~

CITY OF ROUND ROCK

By: [Signature]

Name: JAMES R. NUSE, P.E.

Title: CITY MANAGER

Address: 221 E. MAIN STREET

ROUND ROCK, TX 78664

ATTEST:

By: [Signature]
CITY SECRETARY



CUSTODIAL SERVICES SUMMARIES	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
Night Cleaning	40,230	40,230	40,230	40,230	40,230	40,230	40,230	40,230	40,230	40,230	40,230	40,230	482,760
Day Porters	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	142,800
Floor Crew	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Seasonal Porters									3,000	3,000	3,000		9,000
Other (estimated monthly rentals - Garey/Community)	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	75,600
Monthly Cost	65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	68,430	68,430	68,430	65,430	794,160
Day Staff/Floor Crew Breakout													
Recreation Center Day Porters	3,425	3,425	3,425	3,425	3,425	3,425	3,425	3,425	3,425	3,425	3,425	3,425	41,100
Library Day Porter	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	35,700
Public Safety Day Porters	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Floor Crew	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Other													-
	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	178,800
Total Custodial Expense	65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	68,430	68,430	68,430	65,430	794,160

MONTHLY COSTS BY FACILITY			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
City Facilities	Rate	Sq Feet													
Recreation Center	0.136	65,000	12,265	12,265	12,265	12,265	12,265	12,265	12,265	12,265	12,265	12,265	12,265	12,265	147,180
City Hall	0.095	11,688	-	-	-	-	-	-	-	-	-	-	-	-	-
Library	0.120	49,000	8,855	8,855	8,855	8,855	8,855	8,855	8,855	8,855	8,855	8,855	8,855	8,855	106,260
Municipal Court	0.107	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-
GCAT	0.000	15,000													
CVB	0.164	6,100	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Eco Development - LWW Building	0.100	9,700	970	970	970	970	970	970	970	970	970	970	970	970	11,640
LWW Annex			300	300	300	300	300	300	300	300	300	300	300	300	3,600
Airport Terminal	0.149	3,000	448	448	448	448	448	448	448	448	448	448	448	448	5,376
Airport Tower	0.133	1,500	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Fire Station #5	0.106	2,500	265	265	265	265	265	265	265	265	265	265	265	265	3,180
Parks Admin	0.107	5,250	560	560	560	560	560	560	560	560	560	560	560	560	6,720
Tennis Center	0.136	4,600	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Community Center (est 16 events)	150 ea	12,470	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	28,800
GMC	0.088	50,000	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	52,800
VSC Office	0.278	450	125	125	125	125	125	125	125	125	125	125	125	125	1,500
FM Shop	0.106	2,400	255	255	255	255	255	255	255	255	255	255	255	255	3,060
FM Office	0.250	500	125	125	125	125	125	125	125	125	125	125	125	125	1,500
Floor/Detail Crew			7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Westside Service Center	0.088	24,000	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200
Animal Shelter	0.113	3,100	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Garey Park Guard Shack			850	850	850	850	850	850	850	850	850	850	850	850	10,200
Garey Park Weekly Clean			1,517	1,517	1,517	1,517	1,517	1,517	1,517	1,517	1,517	1,517	1,517	1,517	18,204
Garey Park Hall Event (est 10 events)	250 ea		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Garey Park Regular Event (est 4 events)	350 ea		1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	16,800
NEW City Hall	0.095	19,708	1,872	1,872	1,872	1,872	1,872	1,872	1,872	1,872	1,872	1,872	1,872	1,872	22,584
NEW Council/Court Building	0.100	25,580	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	30,696
Public Safety			12,490	12,490	12,490	12,490	12,490	12,490	12,490	12,490	12,490	12,490	12,490	12,490	149,880
Total Monthly Expenses		316,546	65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	785,160
Seasonal/Floor Crew Expenses															
Rec Center- Pool Porter											3,000	3,000	3,000		9,000
Wood Floors Rec Center															-
Other															-
Total Recurring Expenses			-	-	-	-	-	-	-	-	3,000	3,000	3,000	-	9,000
Total Custodial Expenses			65,430	65,430	65,430	65,430	65,430	65,430	65,430	65,430	68,430	68,430	68,430	65,430	794,160

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from the Library Advisory Board:

Consideration and possible action to authorize library staff to **purchase library materials** from **Ingram, Inc.** in a total amount not to exceed **\$230,000.00** for **FY2019-20** -- Eric Lashley, Library Services Director

ITEM SUMMARY:

The Library estimates it will spend approximately \$230,000 for library materials during FY 19/20. The Library has a City budget of \$182,293, but will receive grants and gifts totaling approximately \$50,000. A majority of Library purchases will be from Ingram, Inc. Ingram is a book wholesaler. They provide the largest discount among their competitors and provide free shipping. Ingram has provided the Library years of excellent service.

FINANCIAL IMPACT:

No more than \$230,000 from the library's budget, gift and grants for FY 19-20.

SUBMITTED BY:

ATTACHMENTS:

Ingram discounts

Baker & Taylor Discounts

INGRAM LIBRARY SERVICES LLC
 Discounts for the
STATE OF TEXAS - 715-M2 (Statewide Procurement Commission)

The following terms and discounts are offered to the Public Library Members.

Contract Period: September 1, 2014 through February 29, 2020

Book Discounts Per Binding	Discount %
Hardcover Trade (Adult & Juvenile)	47.0%
Quality & Mass Market Paperbacks (Adult & Juvenile)	41.0%
Prebound Books – Perfection Learning & San Val Turtlebacks	30.0%
Library Binding Editions (Adult & Juvenile)	15.5%
Short Discounted / Non-Trade Titles	10.0%
University Press Titles	10.0%
Legal, Technical, Reference and Scientific Titles	10.0%
Continuations - Trade Hardcover	47.0%
Continuations - Paperbacks	41.0%
Continuations - Short Discounted / Non-Trade Titles	10.0%
Net Titles at zero discount with no service charge	00.0%
Audiovisual Discounts Per Format	Discount %
Spoken Word Audio CDs – Trade	45.5%
Spoken Word Audio CDs – Non-Trade	20.0%
Playaways	20.0%
DVDs	31.5%
Music CDs	25.0%
Net Titles at zero discount with no service charge	00.0%

Special Notice:

It is the responsibility of each Library Member to inform your Account Services Representative that you wish to set up a new account or maintenance an existing account under the terms of this contract. Ingram cannot issue credits for accounts failing to follow the proper notification and account set up procedures. If a separate account is required for Continuations titles, a twice-a-month shipment schedule will apply.

Any item ordered prior to the contract start date will not receive the discounts offered herein. This includes both standing orders and previous backorders. Should the library receive a previously ordered item after the contract is in effect, previous discounts will apply.

Shipping Charges:

Orders will ship FOB Destination with Ingram-paid freight from your Ingram designated primary and secondary distribution centers. Items receiving processing and cataloging services may ship from the primary distribution center exclusively.

Should you decide to order from any of our other distribution centers your shipping cost will average 3-7% of the total invoice price. Designation is subject to change by Ingram to provide the best service for your library. No handling fees or other charges are added. Ingram normally ships items via UPS ground transportation, Ingram delivery, or common carrier.

Payment Terms:

Payment terms under this offer shall be 1% 10 Days/Net 30 Days EOM. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. Ingram offers a 1% cash discount on payments made within 10 days of statement date. Credit card payments are not eligible for this discount. Payments must be postmarked by the 10th of the month to qualify for the 1% discount. This discount is shown on your invoice and must be taken at the time the invoice is paid and cannot be taken retroactively. These additional savings can be substantial when you take advantage of the prompt payment discount.

Processing Prices	Price Per Unit
Mylar jacket, attached	\$0.65
Ryco Paperback Cover-up - 15 mil	\$1.79
Digital Processing for Audiovisual	\$1.95
Security Strip	\$0.40
Barcode affixed	\$0.18
Spine Label	\$0.18
RFID tag- unprogrammed (standard)	\$0.35
RFID tag – programmed (standard)	\$0.45
Pre-binding -Heckman	\$4.85
Cataloging Prices	Price Per Record
BookMARC record FTP	\$0.25
Copy Cataloging	\$1.20

****Processing services are offered only for materials purchased through Ingram. For additional information contact your representative.**

Ingram Contact List:

The Public Library Members have toll-free telephone access to any Ingram point of contact. To reach Ingram Library Services dial (800) 937-5300. Your call will be answered by an automated voice system that will offer several prompts to assist you in reaching the correct department, or you may reach your Senior Sales Representative directly at:

- Stephen Casey, Senior Sales Representative.....(214) 952-6310
Email: stephen.casey@ingramcontent.com
- John Mangrum, Inside Sales Representative..... Dial Ext. 35774
Email: john.mangrum@ingramcontent.com
- Customer Care..... Press Option 1, then 1
Email: ILSCustomer.service@ingramcontent.com
To discuss concerns or issues regarding your account
- Account Services Press Option 1, then 3
Email: requirements@ingramcontent.com
To Set Up / Update an Account

Remittance address:

Ingram Library Services LLC, P.O. Box 502779, St. Louis, MO 63150-2779
Email: cashapp@ingramcontent.com



BAKER & TAYLOR

the future delivered

Baker & Taylor's Terms and Conditions of Sale for the Georgetown Public Library, Texas

Books – Firm Order:

- I. **Adult Trade Editions** **46.2%**
(Adult hardcover, popular fiction & non-fiction)
- II. **Juvenile Trade Editions** **46.2%**
(Juvenile hardcover, popular fiction & non-fiction)
- III/IV. **Adult & Juvenile Quality Paperback Editions**
 - 1-3 copies/title **40.5%**
 - 4-9 copies/title **41.9%**
 - 10+ copies/title **43.2%**
- V. **Mass Market Paperback Editions**
 - 1-3 copies/title **40.5%**
 - 4-9 copies/title **41.9%**
 - 10+ copies/title **43.2%**
- VI. **Single Edition Reinforced** **23.8%**
(Reinforced Trade)
- VII. **Publisher's Library Bindings** **23.8%**
- VIII. **University Press Trade/Non-Trade** **15.0%**
- IX. **Text, Technical, Reference, Small Press, and Titles of Limited Demand** **15.0%***
(May be of any binding and includes non-trade university press and unabridged spoken word audio)
**Titles which receive a minimal discount from the publisher will be billed at list price.*
- X. **Imported English and Non-English Language Editions** **0.0%***
(Titles produced and distributed outside the domestic US. May be of any binding type and represent various publishers. Baker & Taylor will assign a US dollar list price for these editions.)
**Titles which receive a minimal discount from the publisher will be billed at list price.*
- XI. **Enhanced Services Program** **0.0%**
(Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers will be invoiced at list price. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category.)
- XII. **Spoken Word Audio** **45.5%**
(Primarily abridged; may include some popular unabridged)
- XIII & XIV. **Board Books & Novelty Items/Board Books**
 - 1-3 copies/title **40.5%**
 - 4-9 copies/title **41.9%**
 - 10+ copies/title **43.2%**
- XV. **Special Programs:**
 - Paw Prints Editions** **0.0%***
 - Turtleback Editions** **23.8%*****Discounts will be applied to Baker & Taylor's list price.*

Material produced for TextStream print-on-demand services may fall into any material category, depending upon the relationship established with individual content suppliers.

Audio Visual Materials:

DVD		29.1%
Music CD	\$0.00 - \$14.99 MSRP	15.0%
	\$15.00 - \$24.99 MSRP	25.0%
	\$25.00 and up MSRP	30.0%

CUSTOMER SERVICE – BOOKS & SPOKEN WORD

Cretia Williams
1-800-775-1200, ext. 2264

SALES REPRESENTATIVE

Roberto Rodriguez
1-800-775-7930, ext. 1380

TO OPEN AN ACCOUNT

Contact Information Services
1-800-775-1800

HOW TO ORDER

Books/Spoken Word Audio
Baker & Taylor, Inc.
Attn: Ordering Dept.
3584 Old Maysville Road
Commerce, GA 30529

Phone: 800-775-1100
Fax: 800-775-7480

Music CD & DVD
Baker & Taylor, Inc.
RIDC West
1000 Commerce Dr.
Suite 400
Pittsburgh, PA 15275

Phone: 800-775-2600
Fax: 888-285-8922

Payment terms: **Net 30 days from date of invoice.**

FREE SHIPPING

Firm Orders shipped free of charge from your designated B&T service center in Commerce, GA.

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve **Task Order KPA-20-001** to **Kasberg, Patrick, and Associates, LP (KPA)** in the amount of **\$162,970.00** for **professional engineering services** related to the **FY20 Downtown ADA Improvements** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

As part of the 2015 Road Bond Program, the City of Georgetown Voters approved \$10MM for Priority 1 sidewalk and accessibility (ADA) improvements as defined by the Sidewalk Master Plan. Approximately \$1MM is dedicated each year for such improvements. Fiscal year 2020's sidewalk capital budget focuses on accessibility improvements in Downtown. This task order is for the professional surveying and engineering services necessary to design these improvements. The Road Bond Program contemplated several years of funding for Downtown sidewalks. This year will focus on connectivity between the new City Hall, Library, Rock Street, and the immediate vicinity of the Downtown Square. As funds are available and in future years, improvements will extend out to eventually address accessibility throughout most of Downtown.

KPA is a City of Georgetown firm with an office in Downtown. They have successfully completed multiple Downtown projects in the past, are very familiar with the area, and highly qualified to complete this work. Staff recommends approval.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GTAB Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds for the \$162,970 design fee are included in the FY20 Capital Budget.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Design Task Order

TASK ORDER

Task Order No. KPA-20-001-TO, consisting of 10 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kasberg, Patrick & Associates, LP (“Engineer”) for Professional Services – Task Order Edition, dated March 23, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Title: Rock Street Sidewalk & FY20 Downtown ADA Improvements Project
- B. Description: This task order consists of Professional Engineering Services for the preparation of plans, specifications, bidding documents and construction administration for the Rock Street Sidewalk & FY20 Downtown ADA Improvements Project. The proposed sidewalk improvements will include Rock Street from 7th to 8th and FY 20 Downtown ADA Improvements. The services for this project shall include the performing of topographic surveys, preparation of plans and technical specifications, bidding services, product submittal review and construction administration services. Services also include Environmental Phase I Investigations.
- C. City of Georgetown Project Number: _____
- D. City of Georgetown General Ledger Account No.: _____
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-730-MSA

2. **Services of Engineer**

See Exhibit A, Scope of Services, attached

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following: *Consultant will require coordination from the City to capture locations of existing City owned utilities within the project area as well as any asbuilt/record drawings in the area.*

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
<u>Final Design</u>	<u>March 1, 2020</u>
<u>Bidding Services</u>	<u>April 15, 2020</u>
<u>Construction Admin. Services</u>	<u>October 1, 2020</u>

TASK ORDER

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services Final Design, Bidding, Construction Phase</i>	A. <i>Lump Sum</i>	<i>\$162,970.00</i>

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

*Kasberg, Patrick & Associates, LP – Georgetown, Texas
All County Surveying – Temple, Texas
Terracon, Inc. – Austin, Texas*

7. **Other Modifications to Agreement:**

None

8. **Attachments:**

*Exhibit A – Scope of Services
Exhibit B – Fee Schedule*

9. **Documents Incorporated By Reference:** The Agreement effective March 23, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2019.

OWNER:

ENGINEER:

By: _____

By: Alvin R (Trae) Sutton III

Name: Dale Ross

Name: Alvin R (Trae) Sutton III, PE.CFM

Title: Mayor

Title: Principal

Engineer License or Firm's
Certificate No. F-510
State of: Texas

Date: _____

Date: September 30, 2019

APPROVED AS TO FORM:

City Attorney

TASK ORDER

Owner:
Designated Representative for Task Order:

Engineer:
Designated Representative for Task Order:

Name: Michael Hallmark

Name: Trae Sutton, P.E., CFM

Title: CIP Manager

Title: Principal

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

Address: 1008 South Main Street
Georgetown, TX 78626

E-Mail
Address: Michael.Hallmark@georgetown.org

E-Mail
Address: TSutton@kpaengineers.com

Phone: 512-930-3569

Phone: 512-819-9478

Fax: _____

Fax: 254-733-6667

EXHIBIT A – DETAILED PROJECT SCOPE
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
GEORGETOWN, TEXAS

Project Description:

This task order consists of Professional Engineering Services for the preparation of plans, specifications, bidding documents and construction administration for Rock Street Sidewalk & FY20 Downtown ADA Improvements Project. The proposed sidewalk improvements will include Rock Street from 7th to 8th, various locations around the Square, and other pedestrian connection points in the downtown area. The services for this project shall include the performing of topographic surveys, preparation of plans and technical specifications, bidding services, product submittal review and construction administration services. Services also include Environmental Phase I Investigations.

Exact locations for the sidewalk improvements will be determined by City Staff prior to performing topographic surveys.

The scope of services associated with this project is as follows:

I. Design Phase

- a. Data Collection, Permits, and Utility Coordination
 - i. The ENGINEER will obtain and develop detailed topographical survey for each area.
 - ii. The ENGINEER will coordinate with utility companies and other City departments to identify any possible conflicts and/or proposed utility improvements on the proposed roadway rehabilitations.
 - iii. The ENGINEER will investigate general drainage within the project area and conveyance to positive flow at the connection points of the project to existing conditions. Any areas of concern or non-conveyance will be reported to the City of Georgetown Staff and discussed.
 - iv. The ENGINEER will review curbs, driveways, etc. to determine conflicts with existing private property connections to the project.
 - v. The ENGINEER will conduct a review of all pedestrian ramps to determine their ADA compliance status along the project routes.
 - vi. The ENGINEER will incorporate City of Georgetown imagery into the field surveys and integrate the two as a model.
- b. Develop Design Plans
 - i. The ENGINEER will utilize the survey data and surface model to develop plan and profile sheets for the proposed curb and gutter replacement projects. The ENGINEER will illustrate all proposed slopes, typical sections, plan/profiles, and improvement locations.
 - ii. The ENGINEER will develop plan/profiles for the following:
 - a. Sidewalk Improvements;
 - b. Pedestrian Ramps.
 - iii. The ENGINEER will develop erosion control/sedimentation/tree protection plans.
 - iv. The ENGINEER will develop traffic control, striping and signing plans if required.

- v. The ENGINEER will develop all standard and special details for each construction method.
- vi. The ENGINEER will develop a quantity take-off and an estimate of probable construction cost for each project.
- c. TDLR Clearances
 - i. The ENGINEER will submit the final design plans to TDLR for project review and registration. The fee associated with project review, registration and inspection is included in Exhibit B of this Task Order.
- d. TCEQ Clearances
 - i. The ENGINEER shall prepare an Exception Request based on the sidewalk improvements being located within the downtown water quality pond drainage area;
 - ii. The ENGINEER will develop plans, reports and other required documents to submit to TCEQ an Exception Request for Edwards Aquifer clearances. The TCEQ fee for this type of approval has been included in Exhibit B of this Task Order;
- e. Develop Project Details
 - i. The ENGINEER will develop details for the project to include:
 1. Sidewalk Details
 2. Curb & Gutter Details (If Required)
 3. Drainage Details (If Required)
 4. Misc. Details
- f. Develop Technical Specifications for the Project
 - i. The ENGINEER will develop detailed technical specifications for the Project.
- g. Review Plans with City Staff, Incorporate Comments
 - i. The ENGINEER will schedule a meeting with City Staff to review the plans at the 60% and 90% design stages to discuss issues and report any dilemmas that have been encountered.
 - ii. The ENGINEER will receive all City Staff comments and incorporate into the plans. Once comments have been incorporated the ENGINEER will schedule a second meeting with City Staff to review the revised plans.
 - iii. The ENGINEER will submit the five sets of final plans to City Staff.

II. Bidding

- a. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible;
- b. The ENGINEER will manage and distribute bidding documents;
- c. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda;
- d. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda;

- e. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them;
- f. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

III. Construction Administration

- a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution;
- b. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed;
- c. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor;
- d. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor;
- e. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project;
- f. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff;
- g. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well;
- h. The ENGINEER will develop final record drawings for the City of Georgetown Staff. The record drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.

EXHIBIT B: FEE SCHEDULE

Summary of Professional Services Fee Estimate by Consultant
September 30, 2019

COST SUMMARY	Summary of Costs			
	KPA	ACS	TER	TOTAL
Rock Street Sidewalk & FY20 Downtown ADA Improvements Project				
1. PROJECT MANAGEMENT/COORDINATION	\$ 15,360.00			\$ 15,360.00
2. FINAL DESIGN	\$ 74,150.00	\$ 26,500.00	\$ 10,400.00	\$ 111,050.00
3. BIDDING	\$ 7,720.00			\$ 7,720.00
4. CONSTRUCTION ADMINISTRATION	\$ 27,690.00			\$ 27,690.00
PROJECT TOTAL	\$ 124,920.00	\$ 26,500.00	\$ 10,400.00	\$ 161,820.00
PROJECT FEES				
TDLR FEE				\$ 650.00
TCEQ WPAP/EXEMPTION FEE				\$ 500.00
TOTAL PROJECT PROFESSIONAL SERVICES FEE				\$ 162,970.00

Subconsultants:
Topographic Surveying - All County Surveying (ACS)
Environmental Services (Phase I ESA) - Terracon, Inc (TER)

EXHIBIT B: FEE SCHEDULE

**Rock Street Sidewalk & FY20 Downtown ADA Improvements Project
Summary of Professional Services Fee Estimate by Employee/Position Category
September 30, 2019**

Kasberg, Patrick & Associates, LP (KPA)	Total Fee	Summary of Hours							TOTAL
		Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Clerical	
Scope Items	Fee Schedule	\$ 200.00	\$ 160.00	\$ 135.00	\$ 105.00	\$ 85.00	\$ 75.00	\$ 55.00	
1. PROJECT MANAGEMENT/COORDINATION									
a. Coordination/Project Support with ACS (Topographic Surveys)	\$ 2,780.00	2	2	4	8	8			24
b. Coordination/Project Support with Terracon (Environmental)	\$ 2,060.00	2	2	4	6	2			16
c. Project Review Meeting with Staff (60%)	\$ 1,370.00	2	2	2	2	2			10
d. Project Review Meeting with Staff (95%)	\$ 1,370.00	2	2	2	2	2			10
e. Coordinate with Dry Utilities regarding conflicts	\$ 5,880.00	4	6	10	14	10	6		50
f. Final Project Review/Submittal Meeting with Staff	\$ 1,900.00	2	2	2	4	4	2		16
Subtotal Project Management/Coordination	\$ 15,360.00	14	16	24	36	28	8	0	126
2. FINAL DESIGN									
a. Develop Topographic Survey (Point File) into CAD Surfaces	\$ 4,770.00	2	2	2	8	24	12		50
b. Incorporate Utilities into CAD File	\$ 4,440.00	2	2	4	10	18	8		44
c. Develop Plan & Profile Sheets	\$ 22,700.00	16	24	28	36	60	40		204
d. Develop Project Details & Typical Sections	\$ 12,320.00	8	8	18	28	32	18		112
e. Prepare WPAP Exception Request	\$ 11,230.00	8	12	18	30	18	8		94
f. Develop Erosion Control Layout and Details	\$ 3,740.00	2	4	4	8	12	4		34
g. Project Technical Specification Development	\$ 4,410.00	4	4	8	18				34
h. Project Bid Schedule Preparation & OPC	\$ 4,220.00	4	4	4	12	8	4		36
i. Prepare Plan Sets for Bidding	\$ 6,320.00	5	4	6	18	18	6		57
Subtotal Final Design	\$ 74,150.00	51	64	92	168	190	100	0	665

EXHIBIT B: FEE SCHEDULE

Rock Street Sidewalk & FY20 Downtown ADA Improvements Project
 Summary of Professional Services Fee Estimate by Employee/Position Category
 September 30, 2019

Kasberg, Patrick & Associates, LP (KPA)	Total Fee	Summary of Hours							TOTAL
		Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Clerical	
Scope Items	Fee Schedule	\$ 200.00	\$ 160.00	\$ 135.00	\$ 105.00	\$ 85.00	\$ 75.00	\$ 55.00	
4. BIDDING									
a. Advertise / Solicit Bidders	\$ 750.00		2		2			4	8
b. Distribute plans and specifications	\$ 750.00		2		2			4	8
c. Pre-Bid Conference	\$ 1,410.00	2	2	2	4				10
d. Answer Questions and Prepare Addenda	\$ 2,890.00	2	2	4	8	8		2	26
e. Receive & Tabulate Bids	\$ 1,160.00	1	2	2	3			1	9
f. Recommend Award	\$ 760.00	1	1	1	2			1	6
Subtotal Bidding	\$ 7,720.00	6	11	9	21	8	0	12	67
5. CONSTRUCTION ADMINISTRATION									
a. Prepare Contract Documents & distribute to Contractor	\$ 2,440.00	2	4	4	4			8	22
b. Review Submittals	\$ 4,020.00	2	8	8	12				30
c. Construction Meetings/minutes/etc.	\$ 7,030.00	8	12	12	18				50
d. Review Construction Progress Payments	\$ 2,210.00	2	4	4	6				16
e. Site Review/Visits	\$ 7,030.00	8	12	12	18				50
f. Final Walkthrough/Develop Punch List	\$ 1,620.00	2	2	2	6				12
g. Record Drawings	\$ 3,340.00	2	2	4	8	12		4	32
Subtotal Bid Documents	\$ 27,690.00	26	44	46	72	12	0	12	212

Summary of Labor & Associated Cost	Total Fee	Principal	Senior Engineer	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Clerical	TOTAL
1. PROJECT MANAGEMENT/COORDINATION	\$ 15,360.00	14	16	24	36	28	8	0	126
2. FINAL DESIGN	\$ 74,150.00	51	64	92	168	190	100	0	665
3. BIDDING	\$ 7,720.00	6	11	9	21	8	0	12	67
4. CONSTRUCTION ADMINISTRATION	\$ 27,690.00	26	44	46	72	12	0	12	212
TOTAL	\$ 124,920.00	97	135	171	297	238	108	24	1,070

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to award a **contract** to **Royal Vista, Inc.** of Liberty Hill, Texas for the **construction** of the **17th Street CDBG Sidewalk project** in the amount of **\$163,405.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

This proposed project is to provide ADA/TDLR Compliant sidewalks and increase mobility along 17th Street from Forest St to Railroad Ave. The project consists of constructing approximately 1,100 feet of sidewalk, 175 square yards of driveway approach, and 12 curb ramps along 17th Street from Forest St to Railroad Ave. This project also includes 150 ft of crosswalk and two GoGeo (fixed route) bus shelters.

This project was publicly advertised on August 25th 2019 and September 1, 2019. Six (6) firms obtained plans. From these plan holders on September 10, 2019 we received five (5) competitive bids. The project was bid with three parts (A, B, and C), the City has the right to choose which parts to construct. The decision was made to only construct part A due to CDBG funding. Royal Vista, Inc. was low bid on part A. Kasberg, Patrick & Associates, LP have reviewed the current workload, references and construction history of Royal Vista, Inc., and as a results of the findings, Kasberg, Patrick & Associates recommend the contract be awarded to Royal Vista, Inc.

STAFF RECOMMENDATION:

Kasberg, Patrick & Associates, LP and staff recommend awarding the contract to Royal Vista, Inc. of Liberty Hill, Texas for the construction of the 17th Street CDBG Sidewalk project in the amount of \$163,405.00

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GTAB Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

CDBG Grant CIP 215-9-0880-90-003

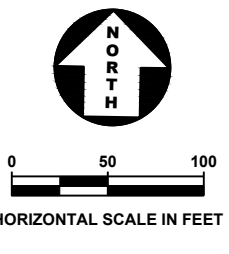
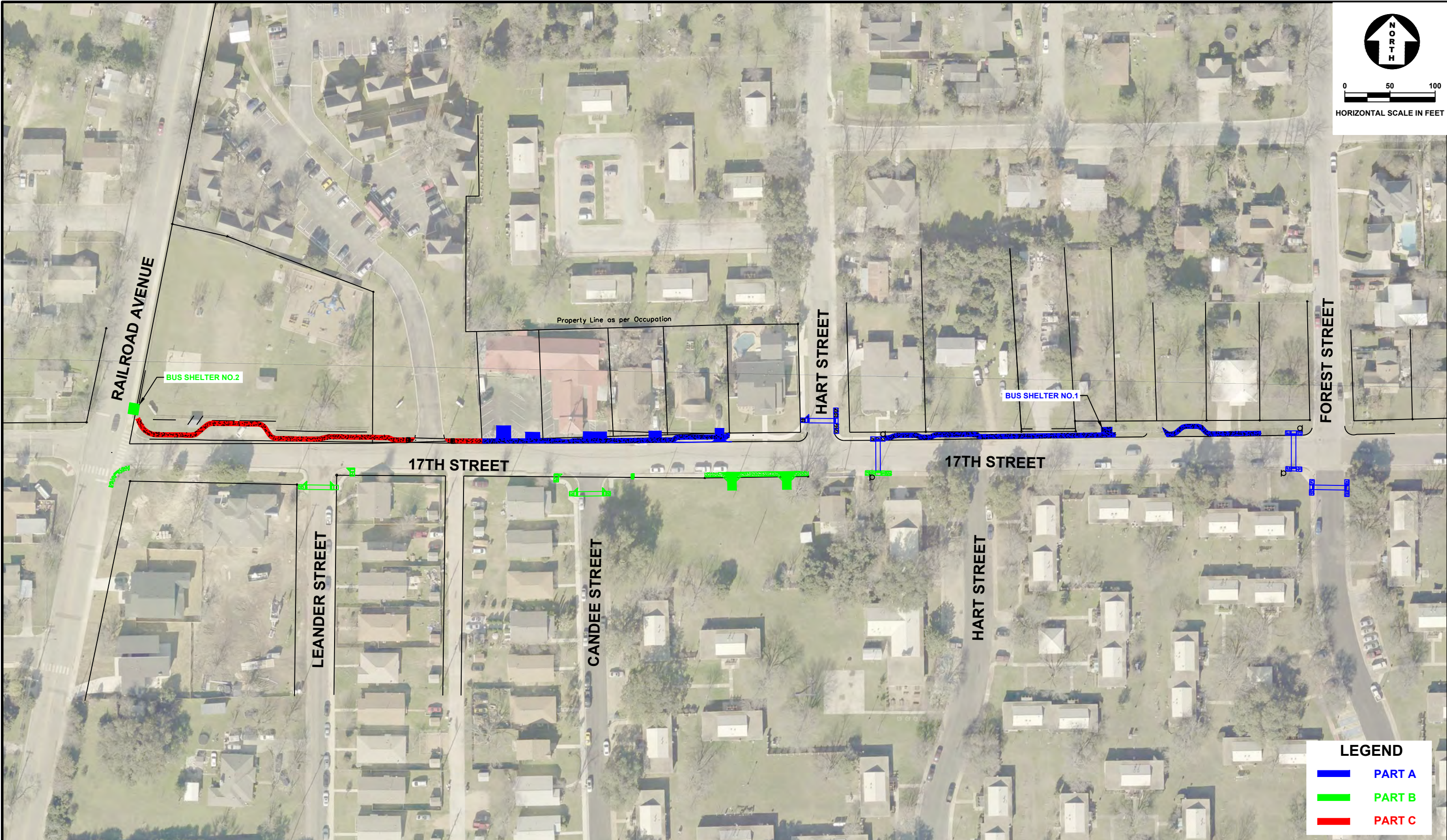
SUBMITTED BY:

Chris Logan

ATTACHMENTS:

Project Exhibit
Letter of Recommendation
Bid Tabulation

FILE: P:\Georgetown\2019\2019-113 17th Street Sidewalks - RR to Forest\CAD\Plans\working plan set\GENERAL- PARTS.dwg LAST SAVED: 9/4/2019 2:44:06 PM LAYOUT: EXHIBIT A



LEGEND

█	PART A
█	PART B
█	PART C

DESIGN SET						KASBERG, PATRICK & ASSOCIATES, LP CONSULTING ENGINEERS TEMPLE, TEXAS 76501	CITY OF GEORGETOWN, TEXAS 17TH STREET SIDEWALK	ADDENDUM EXHIBIT A	SHEET NO. AD-01 OF 01 SHEETS
	NO.	DATE	REVISION	BY	PROJECT NO. 2019-113 DRAWN BY Kevin Villalba DESIGNED BY Alvin R. Sutton, III, P.E. APPROVED BY <i>[Signature]</i> DATE 8-23-19				



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Firm F-510

Temple
One South Main Street
Temple, Texas 76501
(254) 773-3731

RICK N. KASBERG, P.E.
R. DAVID PATRICK, P.E., CFM
THOMAS D. VALLE, P.E.
GINGER R. TOLBERT, P.E.
ALVIN R. "TRAE" SUTTON, III, P.E., CFM
JOHN A. SIMCIK, P.E., CFM

Georgetown
1008 South Main Street
Georgetown, Texas 78626
(512) 819-9478

September 10, 2019

Mr. Chris Logan
Senior Inspector
City of Georgetown
300-1 Industrial Avenue
Georgetown, Texas 78626-8445

Re: City of Georgetown
17th Street Sidewalks – Railroad to Forest
Georgetown, Texas

Dear Mr. Logan,

Bids received until 2:00 PM on Tuesday, September 10, 2018 for the above referenced project. This project was publicly advertised on August 25th and September 1st. There were six (6) plan holders and competitive bids were received from five (5) contractors. A detailed Bid Tabulation for this project is attached.

The 17th Street Sidewalk Project consists of the following bid parts with the apparent low bidders bid price for each section (See Exhibit A):

- **Part A** – Constructing approximately 650 linear feet of sidewalk along 17th Street, between Iglesia El Buen Pastor (church) and Forest Street, including driveway crossings, curb ramps, cross walks, and a bus stop. This part also includes approximately 110 linear feet of curb and gutter.
- **Part B** – Removing and replacing existing curb ramps, the addition of a drainage feature, and adding driveway wings for ADA compliance. This part also includes the installation of an additional bus stop.
- **Part C** – Constructing approximately 400 linear feet of sidewalk along 17th Street, between Railroad Ave. and Iglesia El Buen Pastor (church), including curb ramps and cross walk.

After evaluating the project budget, we do not recommend award of Parts B or C.

Mr. Chris Logan
September 10, 2019
Page Two

The low qualified bidder for Part A is Royal Vista, Inc. of Liberty Hill, Texas with a bid amount of \$163,405.00. Royal Vista, Inc. has successfully completed several projects for various Central Texas entities, including the City of Georgetown, TxDOT, and the Lake Travis School District. We have reviewed the current workload, references and construction history of Royal Vista, Inc. As a result of our findings, we recommend that a contract be awarded to **Royal Vista, Inc.** in the amount of **\$163,405.00**. Please let us know if you have any questions.

Sincerely,



Alvin R. (Trae) Sutton III, P.E., CFM

ARS/

xc: Nicole Abrego, City of Georgetown
Susan Watkins, City of Georgetown
Steve DeLeon, Royal Vista, Inc.
KPA 2019-113-40

BID TABULATION
CITY OF GEORGETOWN TEXAS
17th Street Sidewalk Improvements
Bid # 201941
September 10, 2019; 2:00 PM

BIDDER INFORMATION													
Item No.	Estimated Quantity	Unit	Bid Data Description	Royal Vista, Inc. 350 County Road 260 Liberty Hill, TX 78642		MA Smith Contracting Co, Inc. 15308 Ginger Street Austin, TX 78728		Westar Construction, Inc. 4500 Williams Dr., Ste. 212-PMB 411 Georgetown, TX 78633		Patin Construction LLC 3800 W. 2nd Street Taylor, TX 76574		Garcia J. Contractors, Inc. P.O. Box 1649 Buda, TX 78610	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A													
1	100%	LS	Insurance, Bonds & Mobilization, not to exceed 5% of Bid (Part A)	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,700.00	\$ 7,700.00	\$ 10,000.00	\$ 10,000.00	\$ 11,530.00	\$ 11,530.00
2	100%	LS	Provide Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-way (Part A)	23,100.00	23,100.00	15,000.00	15,000.00	20,000.00	20,000.00	50,000.00	50,000.00	15,000.00	15,000.00
3	100%	LS	Implement Barricade, Signing & Traffic Safety Plan (Vehicular & Pedestrian) Control Plan (All Parts), Complete in Place for	2,500.00	2,500.00	8,000.00	8,000.00	7,500.00	7,500.00	10,000.00	10,000.00	15,000.00	15,000.00
4	100%	LS	Provide DVD of Right-of-Way Preconstruction & Post Construction Site Conditions for the Total Project (All Parts)	1,500.00	1,500.00	1,100.00	1,100.00	2,500.00	2,500.00	500.00	500.00	3,000.00	3,000.00
5	100%	LS	Provide Project Record Drawings (All Parts)	500.00	500.00	500.00	500.00	1,500.00	1,500.00	500.00	500.00	3,000.00	3,000.00
6	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to & receiving permits from Texas Commission on Environmental Quality (TCEQ) (All Parts)	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	5,000.00	5,000.00
7	1	EA	Furnish, install, maintain & remove Inlet Protection	600.00	600.00	100.00	100.00	300.00	300.00	100.00	100.00	1,000.00	1,000.00
8	9	EA	Removal of Existing Sidewalk Ramps & Concrete Bus Stop Pad	450.00	4,050.00	800.00	7,200.00	450.00	4,050.00	500.00	4,500.00	4,000.00	36,000.00
9	75	SY	Demolition of Existing Driveway, Curb & Gutter	45.00	3,375.00	23.00	1,725.00	27.00	2,025.00	50.00	3,750.00	100.00	7,500.00
10	100	CY	Unclassified Excavation	18.00	1,800.00	50.00	5,000.00	33.00	3,300.00	50.00	5,000.00	40.00	4,000.00
11	25	CY	Unclassified Fill	25.00	625.00	75.00	1,875.00	45.00	1,125.00	50.00	1,250.00	40.00	1,000.00
12	350	SY	Furnish & Install 4" Thick Concrete Sidewalk	81.00	28,350.00	55.00	19,250.00	63.00	22,050.00	55.00	19,250.00	75.00	26,250.00
13	150	SY	Furnish & Install 6" Thick Concrete Sidewalk Across Driveways	93.00	13,950.00	65.00	9,750.00	81.00	12,150.00	65.00	9,750.00	75.00	11,250.00
14	250	SY	Furnish & Install Asphalt Driveway at Church Parking Lot	45.00	11,250.00	92.00	23,000.00	96.00	24,000.00	62.00	15,500.00	85.00	21,250.00
15	3	EA	Furnish & Install TxDOT Curb Ramp, Type 2	1,800.00	5,400.00	1,800.00	5,400.00	1,100.00	3,300.00	1,500.00	4,500.00	2,500.00	7,500.00
16	3	EA	Furnish & Install TxDOT Curb Ramp, Type 6	2,100.00	6,300.00	1,800.00	5,400.00	1,100.00	3,300.00	1,500.00	4,500.00	5,000.00	15,000.00
17	1	EA	Furnish & Install TxDOT Curb Ramp, Type 7	1,900.00	1,900.00	2,000.00	2,000.00	1,100.00	1,100.00	1,500.00	1,500.00	2,500.00	2,500.00
18	2	EA	Furnish & Install TxDOT Curb Ramp, Type 10	1,800.00	3,600.00	2,000.00	4,000.00	1,100.00	2,200.00	1,500.00	3,000.00	2,500.00	5,000.00
19	120	LF	Furnish & Install Mountable Curb & Gutter	28.00	3,360.00	30.00	3,600.00	33.00	3,960.00	12.00	1,440.00	35.00	4,200.00
20	15	SY	Furnish & Install 6" Thick Concrete Bus Stop Pad	113.00	1,695.00	150.00	2,250.00	90.00	1,350.00	75.00	1,125.00	150.00	2,250.00
21	100%	LS	Furnish & Install Tolar Manufacturing GoGeo Bus Shack, including sign banners, 6' bench & all appurtenances	16,000.00	16,000.00	25,000.00	25,000.00	29,500.00	29,500.00	30,000.00	30,000.00	30,000.00	30,000.00
22	300	LF	Furnish & Install White Thermoplastic Cross Walk Striping	10.00	3,000.00	17.00	5,100.00	10.00	3,000.00	20.00	6,000.00	8.00	2,400.00
23	4	EA	Furnish & Install W11-2 & W16-9P Pedestrian Crossing Signs, Including All Posts, Bases & other Appurtenances	750.00	3,000.00	350.00	1,400.00	1,000.00	4,000.00	500.00	2,000.00	1,000.00	4,000.00
24	1	EA	Furnish all Materials, Equipment, Tools & Labor Necessary to Relocate Existing Sign	200.00	200.00	300.00	300.00	750.00	750.00	500.00	500.00	500.00	500.00
25	3	EA	Furnish all Materials, Equipment, Tools & Labor Necessary to Bring Water Meter to Sidewalk Grade	1,500.00	4,500.00	500.00	1,500.00	400.00	1,200.00	500.00	1,500.00	500.00	1,500.00
26	1	EA	Furnish all Materials, Equipment, Tools & Labor Necessary to Bring Cleanout to Sidewalk Grade	750.00	750.00	600.00	600.00	400.00	400.00	500.00	500.00	500.00	500.00
27	100%	LS	Irrigation Repair Allowance (Repair Invoice Amount + 20% M)	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
28	100	SY	Sodding (St. Augustine or Bermuda), Including Watering, Fertilizing, & Mowing to Establish Growth	81.00	8,100.00	50.00	5,000.00	10.00	1,000.00	5.00	500.00	10.00	1,000.00
TOTAL PART A (Items 1 - 28)				\$ 163,405.00	\$ 163,405.00	\$ 169,550.00	\$ 169,550.00	\$ 171,260.00	\$ 171,260.00	\$ 195,165.00	\$ 195,165.00	\$ 242,130.00	\$ 242,130.00

*Note: The order of the bidders for this Bid Tab are based off of the recommended award of Part A only.

BID TABULATION
CITY OF GEORGETOWN TEXAS
17th Street Sidewalk Improvements
Bid # 201941
September 10, 2019; 2:00 PM

BIDDER INFORMATION													
Item No.	Estimated Quantity	Unit	Bid Data Description	Royal Vista, Inc. 350 County Road 260 Liberty Hill, TX 78642		MA Smith Contracting Co, Inc. 15308 Ginger Street Austin, TX 78728		Westar Construction, Inc. 4500 Williams Dr., Ste. 212-PMB 411 Georgetown, TX 78633		Patin Construction LLC 3800 W. 2nd Street Taylor, TX 76574		Garcia J. Contractors, Inc. P.O. Box 1649 Buda, TX 78610	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART B													
1	100%	LS	Insurance, Bonds & Mobilization, not to exceed 5% of Bid (Part B)	\$ 2,500.00	\$ 2,500.00	\$ 3,400.00	\$ 3,400.00	\$ 2,900.00	\$ 2,900.00	\$ 4,500.00	\$ 4,500.00	\$ 4,425.25	\$ 4,425.25
2	100%	LS	Provide Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-way (Part B)	3,000.00	3,000.00	5,000.00	5,000.00	5,000.00	5,000.00	35,000.00	35,000.00	2,500.00	2,500.00
3	2	EA	Furnish, install, maintain & remove Inlet Protection	600.00	1,200.00	100.00	200.00	300.00	600.00	100.00	200.00	1,000.00	2,000.00
4	8	EA	Removal of Existing Sidewalk Ramps	450.00	3,600.00	600.00	4,800.00	450.00	3,600.00	500.00	4,000.00	1,000.00	8,000.00
5	30	SY	Furnish & Install 4" Thick Concrete Sidewalk	101.00	3,030.00	70.00	2,100.00	63.00	1,890.00	55.00	1,650.00	75.00	2,250.00
6	2	EA	Furnish & Install TxDOT Curb Ramp, Type 2	1,800.00	3,600.00	2,000.00	4,000.00	1,100.00	2,200.00	1,500.00	3,000.00	2,500.00	5,000.00
7	6	EA	Furnish & Install TxDOT Curb Ramp, Type 6	2,100.00	12,600.00	2,000.00	12,000.00	1,100.00	6,600.00	1,500.00	9,000.00	5,000.00	30,000.00
8	1	EA	Furnish & Install W11-2 & W16-9p Pedestrian Crossing Signs, Including All Posts, Bases & other Appurtenances	750.00	750.00	350.00	350.00	900.00	900.00	500.00	500.00	1,000.00	1,000.00
9	110	LF	Furnish & Install White Thermoplastic Crosswalk Striping	10.00	1,100.00	17.00	1,870.00	10.00	1,100.00	20.00	2,200.00	8.00	880.00
10	30	SY	Furnish & Install ADA Driveway Wings	125.00	3,750.00	200.00	6,000.00	91.00	2,730.00	75.00	2,250.00	75.00	2,250.00
11	15	SY	Furnish & Install 6" Thick Concrete Bus Stop Pad	113.00	1,695.00	150.00	2,250.00	91.00	1,365.00	75.00	1,125.00	75.00	1,125.00
12	100%	LS	Furnish & Install Tolar Manufacturing GoGeo Bus Shack, including sign banners, 6' bench & all appurtenances	16,000.00	16,000.00	25,000.00	25,000.00	29,500.00	29,500.00	30,000.00	30,000.00	30,000.00	30,000.00
13	100%	LS	Irrigation Repair Allowance (Repair Invoice Amount + 20% M)	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
14	100	SY	Sodding St. Augustine or Bermuda, Including Watering, Fertilizing, & Mowing to Establish Growth	81.00	8,100.00	50.00	5,000.00	9.00	900.00	5.00	500.00	10.00	1,000.00
TOTAL PART B (Items 1 - 14)				\$ 63,425.00	\$ 74,470.00	\$ 61,785.00	\$ 96,425.00	\$ 92,930.25					

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART C													
1	100%	LS	Insurance, Bonds & Mobilization, not to exceed 5% of Bid (Part C)	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00	\$ 1,100.00	\$ 1,100.00	\$ 1,250.00	\$ 1,250.00	\$ 1,173.75	\$ 1,173.75
2	100%	LS	Provide Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-way (Part C)	4,040.00	4,040.00	5,000.00	5,000.00	7,500.00	7,500.00	12,000.00	12,000.00	3,000.00	3,000.00
3	225	SY	Furnish & Install 4" Thick Concrete Sidewalk & Walkway	81.00	18,225.00	60.00	13,500.00	63.00	14,175.00	55.00	12,375.00	75.00	16,875.00
4	1	EA	Tie Concrete Sidewalk to Existing Concrete Sidewalk	500.00	500.00	1,000.00	1,000.00	750.00	750.00	1,000.00	1,000.00	1,000.00	1,000.00
5	40	CY	For Unclassified Excavation	18.00	720.00	100.00	4,000.00	33.00	1,320.00	50.00	2,000.00	40.00	1,600.00
6	100	SY	Sodding (St. Augustine or Bermuda), Including Watering, Fertilizing, & Mowing to Establish Growth	81.00	8,100.00	50.00	5,000.00	9.00	900.00	5.00	500.00	10.00	1,000.00
TOTAL PART C (Items 1 - 6)				\$ 32,785.00	\$ 29,800.00	\$ 25,745.00	\$ 29,125.00	\$ 24,648.75					

BIDDER INFORMATION												
				Royal Vista, Inc. 350 County Road 260 Liberty Hill, TX 78642	MA Smith Contracting Co, Inc. 15308 Ginger Street Austin, TX 78728	Westar Construction, Inc. 4500 Williams Dr., Ste. 212-PMB 411 Georgetown, TX 78633	Patin Construction LLC 3800 W. 2nd Street Taylor, TX 76574	Garcia J. Contractors, Inc. P.O. Box 1649 Buda, TX 78610				
BID SUMMARY												
TOTAL PART A (Items 1 - 28)				\$ 163,405.00	\$ 169,550.00	\$ 171,260.00	\$ 195,165.00	\$ 242,130.00				
TOTAL PART B (Items 1 - 14)				\$ 63,425.00	\$ 74,470.00	\$ 61,785.00	\$ 96,425.00	\$ 92,930.25				
TOTAL PART C (Items 1 - 6)				\$ 32,785.00	\$ 29,800.00	\$ 25,745.00	\$ 29,125.00	\$ 24,648.75				
				\$ 259,615.00	\$ 273,820.00	\$ 258,790.00	\$ 320,715.00	\$ 359,709.00				

Did Bidder Acknowledge Addendums No. 1 - No. 2?	YES	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES	YES

I hereby certify that this is a correct & true tabulation of all bids received


 Alvin R. Sutton, III, P.E., CFM
 Kasberg, Patrick & Associates, LP



9-11-19
 Date

*Note: The order of the bidders for this Bid Tab are based off of the recommended award of Part A only.

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve **Task Order KPA 20-002** with **Kasberg, Patrick, and Associates, LP** in the amount of **\$423,500.00** for **professional engineering services** related to **FY20 Street Maintenance and Curb and Gutter replacement** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

This proposed task order is for the engineering design and construction phase support services for FY20 Street Maintenance: Hot-in Place Recycling and High Performance Pavement Seal. The proposed areas recommended for treatment through the Pavement Condition Index Study are as follows:

Hot-in-Place Recycling: Portions of Berry Creek not completed in FY19, portions of Parkview Estates not previously repaved, and to the extent that construction funds are available, the remainder of Sun City Blvd not repaved in FY19.

High Performance Pavement Seal: Portions of Parkview Estates previously repaved, portions of old town streets north of the San Gabriel River and east of IH35, as well as additional streets not yet completed in Sun City.

This task order also includes engineering design and construction phase support services for curb and gutter repair and replacement to be done on various streets ahead of 2021 Street Maintenance.

Staff recommends approval of the proposed task order.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GTAB Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds are available in the Street Maintenance Fund (from quarter cent sales tax revenue) and the Stormwater Fund (from monthly stormwater user fees).

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

FY20 Street Maint (and C&G) Task Order

FY20 Street Maint Exhibit

TASK ORDER

Task Order No. KPA-20-002-TO,
consisting of 12 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kasberg, Patrick & Associates, LP (“Engineer”) for Professional Services – Task Order Edition, dated March 23, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Title: 2020 Street Maintenance Projects
- B. Description: Professional Engineering Services for the preparation of plans, specifications, bidding documents and construction administration for the City of Georgetown’s 2020 Street Maintenance Projects. The project consists of the two (2) different street maintenance methods: hot in place recycling (HIPR) and high performance pavement seal application, as well as, the 2020 Curb & Gutter Replacement Project. Each project will also include the evaluation of all existing pedestrian ramps along the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and replaced in conjunction with this project. This project will also include Onsite Representation Services for the high performance pavement seal applications.
- C. City of Georgetown Project Number: _____
- D. City of Georgetown General Ledger Account No.: _____
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-730-MSA

2. **Services of Engineer**

See Exhibit A, Scope of Services, attached

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following: *City to provide asbuilt/record drawing of City owned utilities located in the proposed project areas.*

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
<u>Final Design:</u>	
<u>HIPR & HPPS Projects</u>	<u>January 15, 2020</u>

TASK ORDER

2020 Curb & Gutter Project February 15, 2020

Bidding:

HIPR & HPPS Projects March 1, 2020

2020 Curb & Gutter Project April 1, 2020

Construction Administration/Onsite Representation:

HIPR & HPPS Projects October 1, 2020

2020 Curb & Gutter Project August 15, 2020

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services Final Design, Bidding, Construction Phase</i>	A. <i>Lump Sum</i>	<i>\$423,500.00</i>

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

Kasberg, Patrick & Associates, LP – Georgetown, Texas
John Aldridge, Inspector – Georgetown, Texas
All County Surveying – Temple, TX

7. **Other Modifications to Agreement:**

None

8. **Attachments:**

Exhibit A – Scope of Services
Exhibit B – Fee Schedule Summary
Exhibit C – Overall Project Exhibit

9. **Documents Incorporated By Reference:** The Agreement effective March 23, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2019.

OWNER:

ENGINEER:

By: _____

By: Alvin R Sutton III

Name: Dale Ross

Name: Alvin R (Trae) Sutton III, PE.CFM

Title: Mayor

Title: Principal

Engineer License or Firm's
Certificate No. F-510
State of: Texas

Date: _____

Date: October 2, 2019

APPROVED AS TO FORM:

City Attorney

TASK ORDER

Owner:
Designated Representative for Task Order:

Engineer:
Designated Representative for Task Order:

Name: Michael Hallmark

Name: Trae Sutton, P.E., CFM

Title: CIP Manager

Title: Principal

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

Address: 1008 South Main Street
Georgetown, TX 78626

E-Mail
Address: Michael.Hallmark@georgetown.org

E-Mail
Address: TSutton@kpaengineers.com

Phone: 512-930-3569

Phone: 512-819-9478

Fax: _____

Fax: 254-733-6667

EXHIBIT A – DETAILED PROJECT SCOPE
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
GEORGETOWN, TEXAS

Project Description:

This project involves final design, bidding, construction administration and onsite representation services for the City of Georgetown’s 2020 Street Maintenance Projects. The project consists of two (2) different street maintenance methods: hot in place recycling (HIPR) and high performance pavement seal application, as well as, the 2020 Curb and Gutter Replacement Project. Each project will also include the evaluation of all existing pedestrian ramps along the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and replaced in conjunction with this project.

This project will also include Onsite Representation Services for the high performance pavement seal application. This service will be provided during the construction phase of these projects and will consist of construction observation, daily construction reports, product installation evaluation, project communication with the City, and general conformance with plans and specifications by the contractor and replaced in conjunction with this project

For the hot in place recycling (HIPR Process) application, each street location will include the evaluation of the existing pedestrian ramps along the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and replaced in conjunction with this project. The streets that are proposed to receive the HIPR treatment can be found on the attached Exhibit C.

The high performance pavement seal application is a high density mineral bond asphalt emulsion that includes a blend of fine aggregates. The application limits oxidative damage to the roadway that is a result of sun exposure and moisture. The streets proposed for high performance pavements seals in this year’s project are identified on the attached Exhibit C.

This task order also involves final design, bidding and construction administration services for the City of Georgetown’s 2020 Curb & Gutter Replacement Project. The exact location of the curb and gutter replacement will be finalized prior to surveying being authorized. The 2020 Curb & Gutter Replacement project will remove the existing square top curb and replace with standard curb and gutter. We will also include the evaluation of all existing pedestrian ramps that intersect the proposed project route to determine if the ramps are ADA compliant. Any pedestrian ramp that identified as non-compliant will be removed and in conjunction with this project.

Scope of Services:

2020 Street Maintenance Projects Scope of Services:

The scope of services associated with these projects is as follows:

I. Design Phase

- a. Data Collection, Permits, and Utility Coordination

- i. The ENGINEER will utilize existing topographic information and City data to develop surfaces for the proposed street maintenance streets.
- ii. The ENGINEER will determine areas within the project that require tree pruning and care. Details and procedures will be developed, coordinated, and approved by the City of Georgetown arborist.
- iii. The ENGINEER will coordinate with utility companies and other City departments to identify any possible conflicts and/or proposed utility improvements on the proposed street maintenance projects.
- iv. The ENGINEER will investigate general Drainage within the project area and conveyance to positive flow at the connection points of the project to existing conditions. Any areas of concern or non-conveyance will be reported to the City of Georgetown Staff and discussed.
- v. The ENGINEER will review curbs, Driveways, etc. to determine conflicts with existing private property connections to the project.
- vi. The ENGINEER will conduct a review of all pedestrian ramps to determine their ADA compliance status along the project routes.
- vii. The ENGINEER will incorporate City of Georgetown imagery into the GIS data and integrate the two as a model.

b. Develop Design Plans

- i. The ENGINEER will utilize any existing topographic data and surface model to develop plan sheets identifying project limits for each street maintenance application. The plan sheets shall identify locations of existing water valve, fire hydrant, wastewater manholes and other existing utilities located within the project limits.
- ii. The ENGINEER will develop plan sheets with elevation call outs for in-house curb and gutter replacement projects.
- iii. The ENGINEER will develop erosion control/sedimentation/tree protection plans.
- iv. The ENGINEER will develop traffic control, striping and signing plans for each street maintenance application location.
- v. The ENGINEER will develop all standard and special details for each construction method.
- vi. The ENGINEER will develop plan sheets identifying non-compliant ADA pedestrian ramps that are to be replaced as part of this project. The plan sheets will identify location, ramp type and any sidewalk improvement required to bring the ADA ramp into compliance.
- vii. The ENGINEER will develop a quantity take-off and an estimate of probable construction cost for each street maintenance method.

c. Develop Bidding Documents for the Project

- i. The ENGINEER will develop detailed technical specifications for each street maintenance method.
- ii. The ENGINEER will develop a detailed quantity take off for work to be performed for each street maintenance method. The ENGINEER will utilize this detailed quantity take off to prepare a bid schedule for the project.
- iii. The ENGINEER will prepare the contract document project manual.

d. Review Plans with City Staff, Incorporate Comments

- i. The ENGINEER will schedule a meeting with City Staff to review the plans at the 50%, 75% and 90% design stages to discuss issues and report any dilemmas that have been encountered.
- ii. The ENGINEER will receive all City Staff comments and incorporate into the plans. Once comments have been incorporated the ENGINEER will schedule a second meeting with City Staff to review the revised plans.
- iii. The ENGINEER will submit the five sets of final plans to City Staff.

II. Bidding

- a. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible;
- b. The ENGINEER will manage and distribute bidding documents;
- c. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda;
- d. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda;
- e. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them;
- f. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

III. Construction Administration

- a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution;
- b. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed;
- c. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor;
- d. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor;
- e. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project;
- f. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff;

- g. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well;
- h. The ENGINEER will develop final record Drawings for the City of Georgetown Staff. The record Drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.

IV. Onsite Representation

- a. The ENGINEER will observe equipment and materials for compliance with the plans and specifications and approved shop drawing submittals;
- b. The ENGINEER will verify installed quantities and materials on hand for monthly pay estimates to Contractors.
- c. The ENGINEER will confirm and note changes on as-built plans submitted by Contractors.
- d. The ENGINEER will prepare written daily reports on the City of Georgetown Inspection Form. The information provided will include construction activities summarizing work performed, quantities installed, number of laborers on site, equipment used, weather conditions and significant activities and test results (if required).

2020 Curb & Gutter Replacement Scope of Services:

The scope of services associated with this project is as follows:

I. Design Phase

- a. Data Collection, Permits, and Utility Coordination
 - i. The ENGINEER will obtain and develop detailed topographical survey for all curb and gutter replacement projects.
 - ii. The ENGINEER will coordinate with utility companies and other City departments to identify any possible conflicts and/or proposed utility improvements on the proposed roadway rehabilitations.
 - iii. The ENGINEER will investigate general drainage within the project area and conveyance to positive flow at the connection points of the project to existing conditions. Any areas of concern or non-conveyance will be reported to the City of Georgetown Staff and discussed.
 - iv. The ENGINEER will review curbs, driveways, etc. to determine conflicts with existing private property connections to the project.
 - v. The ENGINEER will conduct a review of all pedestrian ramps to determine their ADA compliance status along the project routes.
 - vi. The ENGINEER will incorporate City of Georgetown imagery into the field surveys and integrate the two as a model.
- b. Develop Design Plans
 - i. The ENGINEER will utilize the survey data and surface model to develop plan and profile sheets for the proposed curb and gutter replacement projects. The ENGINEER will illustrate all proposed slopes, typical sections, plan/profiles, and improvement locations.

- ii. The ENGINEER will develop plan/profiles for curb and gutter replacement projects.
 - iii. The ENGINEER will develop erosion control/sedimentation/tree protection plans.
 - iv. The ENGINEER will develop traffic control, striping and signing plans if required.
 - v. The ENGINEER will develop all standard and special details for each construction method.
 - vi. The ENGINEER will develop a quantity take-off and an estimate of probable construction cost for the project.
- c. Develop Technical Specifications for the Project
 - i. The ENGINEER will develop detailed technical specifications for the Curb & Gutter.
- d. Review Plans with City Staff, Incorporate Comments
 - i. The ENGINEER will schedule a meeting with City Staff to review the plans at the 60% and 90% design stages to discuss issues and report any dilemmas that have been encountered.
 - ii. The ENGINEER will receive all City Staff comments and incorporate into the plans. Once comments have been incorporated the ENGINEER will schedule a second meeting with City Staff to review the revised plans.
 - iii. The ENGINEER will submit the five sets of final plans to City Staff.

II. Bidding

- a. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible;
- b. The ENGINEER will manage and distribute bidding documents;
- c. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda;
- d. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda;
- e. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them;
- f. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

III. Construction Administration

- a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution;
- b. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed;
- c. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor;

- d. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor;
- e. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project;
- f. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff;
- g. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well;
- h. The ENGINEER will develop final record drawings for the City of Georgetown Staff. The record drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.

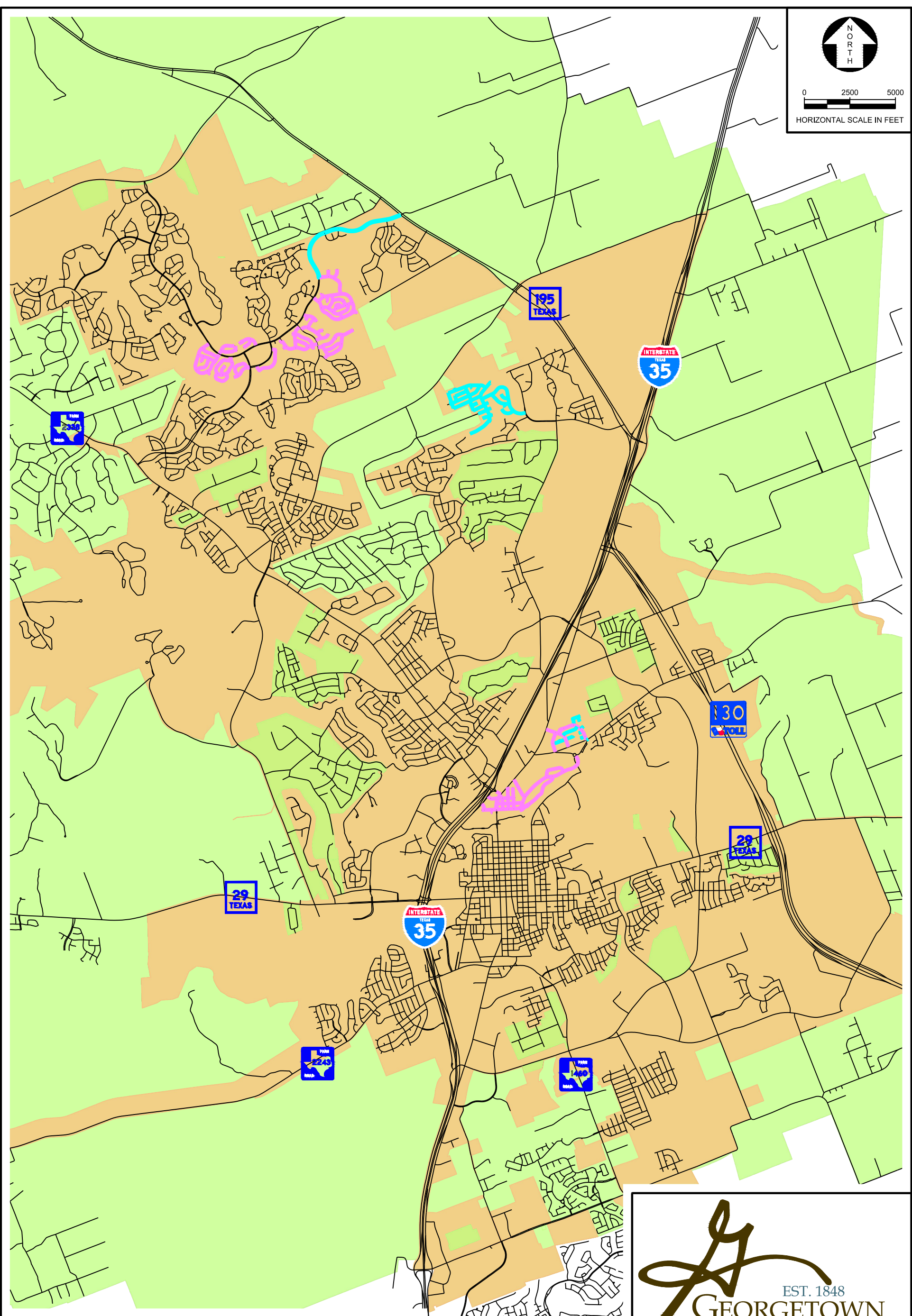
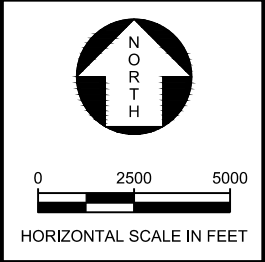
**EXHIBIT B FEE SCHEDULE KPA
2020 Street Maintenance Projects**

Kasberg, Patrick & Associates, Georgetown, Texas

October 2, 2019

Summary of Proposed Project Costs

Bid Package	Roadway Repair Method	Proposed Professional Services Fee	Opinion of Probable Construction Costs	Total Project Cost
1	Hot in Place Recycling (HIPR)	\$ 258,200.00	\$ 2,250,000.00	\$ 2,508,200.00
2	High Performance Pavement Seal (HPPS)	\$ 107,800.00	\$ 1,150,000.00	\$ 1,257,800.00
3	Onsite Representation - HPPS	\$ 57,500.00		\$ 57,500.00
4	2020 Curb & Gutter Replacement	\$ 64,300.00	\$ 435,700.00	\$ 500,000.00
Total Project Costs		\$ 423,500.00	\$ 3,835,700.00	\$ 3,823,500.00



LEGEND	
GEORGETOWN CITY LIMITS	
GEORGETOWN ETJ	
BID PROJECTS	
HOT IN PLACE RECYCLING (HIPR)	
HIGH PERFORMANCE PAVEMENT SEAL (HPPS)	



EST. 1848
**GEORGETOWN
TEXAS**



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
FIRM REGISTRATION NUMBER F-510

**PROPOSED 2020 STREET MAINTENANCE
PROJECTS**

October 2, 2019

© 2014 Kasberg, Patrick & Associates, LP FILE: P:\Georgetown\2019\Development\Street Maintenance\2020 STREET MAINTENANCE PROJECTS.dwg LAST SAVED: 10/2/2019 02:52:06 PM LAYOUT: 11x17 exhibit

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to authorize the **expenditure of funds** for the **purchase of single phase electric meters and water modules** for the **Advanced Meter Infrastructure system** for an annual estimated expenditure of **\$800,000.00** from **Elster Solutions, LLC**, pursuant to the **Settlement/Compromise Agreement** between the City of Georgetown and Elster Solutions approved by Council on November 27, 2018 -- Glenn W. Dishong, Water Utilities Director

ITEM SUMMARY:

This item is for a recommendation of a sole source purchase agreement to Elster Solutions, LLC "Honeywell" in an amount not-to-exceed \$800,000 for authority to purchase single phase electrical meters and water modules on an as needed basis in FY2020. The Honeywell electrical meters can only be provided by the manufacturer and it's distributor for this region, Wesco. However, in comparing prices offered, the prices are most advantageous through Elster for these items.

The water products manufactured by Honeywell are proprietary parts to the AMI system. Elster Solutions, LLC "Honeywell" is the manufacturer and sole authorized distributor of Honeywell Energy Axis water modules in the State of Texas. These water products will be provided in an annual Agreement, ending on September 30, 2020.

The Local Government Code, Section 252.022, (7) (A) approves exemption from competitive bidding laws for procurement of items available from only one source because of patents, copyrights, secret processes, or natural monopolies.

SPECIAL CONSIDERATIONS:

Elster Solutions, LLC is a sole source provider of Honeywell EnergyAxis water meters and modules in the State of Texas.

STAFF RECOMMENDATION:

Staff recommends the approval of an Agreement with Elster Solutions, LLC, to provide EnergyAxis AMI water modules and for providing electrical meters and related items for the Advanced Metering Infrastructure system in an amount not-to-exceed \$800,000.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Total annual cost is not to exceed \$800,000 for these parts.

SUBMITTED BY:

Glenn W. Dishong, Water Utilities Director

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve the **third renewal** for **sludge** and **bio-solids transport** and **disposal services**, with **Sheridan Environmental, LLC**, in an amount not to exceed **\$556,234.87** -- Glenn W. Dishong, Water Utilities Director

ITEM SUMMARY:

The purpose of this renewal is to provide sludge and bio-solids transport for disposal as part of the water/wastewater plant operations. The agreement began October 1, 2016 and will end October 1, 2021. The term of the agreement: For one (1) year and may be renewed each year upon review and approval by the City.

STAFF RECOMMENDATION:

Staff recommends the renewal of the annual procurement for services provided by Sheridan Environmental for the handling and disposal of sludge.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Cost of the sludge transport and disposal will be funded from the water and wastewater plant operations fund.

	Fund	Annual Budget
Water Sludge Disposal	660-5-0529-51-610	\$115434.62
Wastewater Sludge Disposal	660-5-0531-51-610	<u>440,800.20</u>
Combined Total Budget		\$556,234.87

SUBMITTED BY:

Mike Welch, Plant Operations Superintendent (skm)

ATTACHMENTS:

Renewal

RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **SHERIDAN ENVIRONMENTAL, LLC** (the "Contractor"), collectively, the **Parties** follows:

WHEREAS, the Parties entered into an Agreement on August 17, 2016 for Sludge Hauling Services, PO No. 3700B006, (the "Original Agreement"),

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms,

WHEREAS, the Parties agreed to renew the Original Agreement on August 28, 2017, this being the first renewal and on October 1, 2018, this being the second renewal.

WHEREAS, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

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

1. The Parties agree to renew the Original Agreement for an additional term which will begin immediately upon the expiration of the original term and will end on September 30, 2020, this being the Third Renewal term.
2. During the Third Renewal term, the prices shown in Exhibit A, attached hereto, shall apply to Sludge Hauling Services.
3. During the Third Renewal term, the not to exceed amount shall be \$556,234.87.
4. All other terms of the Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.
5. This Amendment is effective on the date executed by the City.

SHERIDAN ENVIRONMENTAL, LLC

CITY OF GEORGETOWN

By: Phillip McLa...
 Printed Name: Phillip McLa...
 Title: President
 Date: 9/24/19

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

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson,
First Assistant City Attorney

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve a **renewal** for **contracted wastewater laboratory services**, with **Pollution Control Services Laboratory** in the estimated amount of **\$74,508.00** -- Glenn W. Dishong, Water Utilities Director

ITEM SUMMARY:

The purpose of this renewal is to provide regulatory-required wastewater laboratory services. The agreement began October 1, 2018 and will end October 1, 2023. The term of the agreement: For one (1) year and may be renewed each year upon review and approval by the City.

STAFF RECOMMENDATIONS:

Staff recommends the renewal of the annual contract for wastewater laboratory services with Pollution Control Services, in the estimated amount of \$74,508.00 for the following:

-- **Laboratory Testing Services for the following wastewater facilities:**

- * San Gabriel Wastewater Treatment Plant * Berry Creek Wastewater Treatment Plant
- * Dove Springs Wastewater Treatment Plant * Pecan Branch Wastewater Treatment Plant
- * Cimarron Hills Wastewater Treatment Plant

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds for this expenditure are available in the wastewater plant ops budget.

<u>Fund</u>	<u>Annual</u>
660-5-0531-51-320	<u>Budget</u>
	\$95,000.00

SUBMITTED BY:

Mike Welch, Plant Operations Superintendent (skm)

ATTACHMENTS:

Renewal

CONTRACT RENEWAL NOTICE

August 26, 2019

Pollution Control Services
c/o Chuck Wallgren
1532 Universal City Blvd., Ste. 100
University City, TX 78148

RE: ITB #201843 / Wastewater Treatment Plant Laboratory Services

The above contract was awarded to your company on August 16, 2018. It has been determined that your company has performed in accordance with the requirements of our Contract. Therefore, the City intends to exercise its *first (1st)* option to renew the Contract effective from October 1, 2019 through September 30, 2020. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per the above referenced Contract.

Acknowledge your acceptance of this renewal by signing this document in the space provided below and returning to this office within ten (10) days.

Sincerely,

CITY OF GEORGETOWN

John Ross
Name

Mayor
Title

I/We hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

Company: *Pollution Control Services* Signed: *Rick Wilborn*
Date: *8/31/19* Print Name: *Rick Wilborn*

{00010832 / v / RSAUCIER / WATER / LABSERVICES / 8/26/2019}
City Council Approval Date\:\: _____

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to **renew the Tree Trimming and Vegetation Management Contract to National Tree Expert Company, Inc.** of Burnet, Texas, in the estimated amount of **\$280,000.00** -- Daniel Bethapudi, Electric General Manager

ITEM SUMMARY:

The Tree Trimming and Vegetation Management is an annual contract with optional five (5) one (1) year extensions (this fiscal year is the 4th). The term of the third agreement will end September 30, 2020 and renewals follow the City's fiscal year October 1st – September 30th. The main services include scheduled trimming of existing main and lateral lines to a planned 5 year trim cycle. Services also include tree trimming and removal of trees for extensions and upgrades to existing facilities. The contractor will bill for labor services rendered based upon labor units and hourly time and equipment billing as outlined with this agreement in an amount not to exceed \$280,000.00.

STAFF RECOMMENDATION:

Staff recommendation is to renew the contract with National Tree Expert Company, Inc. of Burnet, Texas, in the estimated amount of \$280,000.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the Electric Operations Budget:
610-5-0525-51-511

SUBMITTED BY:

Mike Westbrook, Electric Operations Manager (skm)

ATTACHMENTS:

Renewal - signed

**Renewal No. 3
to the Agreement between
Townsend Tree Service Company, LLC
and the
City of Georgetown, Texas**

This is the Third Renewal (“Third Renewal”) of the Agreement between Townsend Tree Service Company, LLC dba National Tree Expert Company and the City of Georgetown, Texas entered into on October 26, 2016, Tree Trimming and Vegetation Management Services, ITB 201656 (“Agreement”).

WHEREAS, on October 26, 2016, the City and Townsend Tree Service Company, LLC entered into the Agreement;

WHEREAS, the Agreement included five (5) one-year renewal periods;

WHEREAS, on August 15, 2018 Townsend Tree Service Company, LLC requested a price increase pursuant to the terms of the Agreement for the Second Renewal term and on August 28, 2018 City staff reviewed the request and recommended approval of the increase;

WHEREAS, the Parties desire to renew the Agreement for the Third Renewal price and establish the prices for Tree Trimming and Vegetation Management Services during the Third Renewal period;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this Amendment and other good and valuable consideration, the City and Townsend Tree Service Company, LLC agree as follows:

1. The Parties agree to renew the Agreement for a Third Renewal term which will begin immediately upon the expiration of the current term and will end on September 30, 2020.
2. During the Third Renewal term, the prices shown in Exhibit A, attached hereto, shall apply to the Tree Trimming and Vegetation Management Services.
3. During the Third Renewal term, the not to exceed amount shall be \$280,000.00.
4. All other terms of the Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.
5. This Amendment is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

[Signature page to follow]

TOWNSEND TREE SERVICE COMPANY, LLC

CITY OF GEORGETOWN

By: J. Michael McClure

By: _____

Printed Name: J. Michael McClure
Authorized Representative

Dale Ross, Mayor

Date: _____

Title: CFO

Date: 10/11/19

Attest:

Robyn Densmore, City Secretary.

Approved as to Form:

Skye Masson, First Assistant City Attorney

2020 price increase by line item at CPI (2.4)

Item #	Description	Quantity	Unit	Unit Price	Line Total
1	Hydraulic dump truck & tools, 15 yd cu. Yd minimum	1	Crew Hour	\$ 9.83	
2	Power Saw	1	Crew Hour	\$ 0.81	
3	Bucket Truck or Aerial Lift	1	Crew Hour	\$ 16.38	
4	Brush Chipper	1	Crew Hour	\$ 4.37	
5	Tractor/Mower	1	Crew Hour	\$ 47.71	
Labor Charges when Hourly rates are authorized by City:					
6	Class I Trimmer	1	man hour	\$ 23.15	
7	Class II Trimmer	1	man hour	\$ 21.56	
8	Climber	1	man hour	\$ 25.92	
9	Working Foreman	1	man hour	\$ 30.20	
Price for Vegetation Management Services (tree removal)					
10	Eight (8) inches or less DBH	1	tree	\$ 58.31	
11	> 8 inches to 12 inches DBH	1	tree	\$ 90.11	
12	> 12 inches to inches DBH	1	tree	\$ 116.62	
13	> 18 inches to 26 inches	1	tree	\$ 238.53	
Price for Hazardous Trees that have been removed, where DBH cannot be determined					
14	Complete removal of wood for all tree removals	1	hour	\$ 97.29	
15	Herbicide application	1	hour	\$ 49.14	
Price of Right-of-way clearing of distribution facilities					
16	R1-8A Distribution Line of Right of way	1	Clearing Unit	\$ 1,748.83	
17	R1-10 Distribution Line of Right of way	1	Clearing Unit	\$ 3,827.40	
18	R1-15 Distribution Line of Right of way	1	Clearing Unit	\$ 5,488.64	
19	R1-6S Distribution Line of Right of way	1	Clearing Unit	\$ 1,473.36	

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve the **second renewal** for **Brush Trimming and Removal Services** to **Austex Tree Service, Inc.**, of Round Rock, Texas in the estimated amount of **\$100,000.00** -- Daniel Bethapudi, Electric General Manager

ITEM SUMMARY:

For the safety of City Electric Staff, in order to properly repair and/or maintain the electric equipment in both the common areas and the neighborhoods, in both normal day-to-day activities, as well as emergency situations, electrical equipment must be kept clear to allow for easy access. In preparation for the City Electric Staff to perform an identifying and tagging project, the services bid will result in a multi-phase contract beginning with Phase 1 – the Sun City Community, consisting of 235 locations, followed by Phase 2 – the remainder of the Sun City Community consisting of 716 locations. Other neighborhoods will be added as requested by the Electric Department. In preparation for this project to begin, a Property Owner Communication Plan was developed to ensure property owners are well informed of the project. A formal solicitation was issued for Brush Trimming and Removal Services and was posted on the City's Ion Wave bid system. 211 vendors were invited to bid. There were 22 HUB vendors from the City's bid system invited and 22 Georgetown vendors. Two (2) bids were received. The bids were reviewed for compliance with the specifications and reference checks were performed. The recommended contractor has an A+ rating with the Better Business Bureau. The Contract term: Initial term effective from the date of acceptance and approval and remain in full force and effect for one (1) year, with a renewal term of two (2) additional one-years for a total contract term of three (3) years.

STAFF RECOMMENDATION:

Staff recommendations approval of the second renewal for Brush Trimming and Removal Services to Austex Tree Service, Inc., of Round Rock, Texas in the estimated amount of \$100,000.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the Electric Operations Budget: Account Number 610-5-0525-51-511. First year was \$70,000.00, Second year is \$100,000.00 and third year is \$100,000.00. Estimated total (not to exceed): \$270,000.00 for the entire term of the 3 year contract.

SUBMITTED BY:

Mike Westbrook – Electric Operations Manager (skm)

ATTACHMENTS:

Renewal

RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **AUSTEX TREE SERVICE, INC.** (the "Contractor"), collectively, the **Parties** follows:

WHEREAS, the Parties entered into an Agreement on September 26, 2017 for Brush Trimming and Removal Services, Contract No. 17-037-SC, (the "Original Agreement"),

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for two (2) additional one (1) year renewal terms,

WHEREAS, the Parties renewed the Original Agreement on September 25, 2018 for a first renewal term,

WHEREAS, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

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

1. The Parties agree to renew the Original Agreement for an additional term which will begin immediately upon the expiration of the original term and will end on September 26, 2020, this being the second renewal term.
2. The Parties agree that the not to exceed amount shall be \$100,000.00.
3. This renewal binds and benefits the Parties and their successors or assigns. This document, including the Original Agreement, is the entire agreement between the Parties.
4. All other terms and conditions of the Original Agreement remain in full force and effect.

AUSTEX TREE SERVICE, INC.

By: Hale Hawkins

Printed Name: Hale Hawkins

Title: CEO

Date: 9-20-19

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson,
First Assistant City Attorney

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to **renew the contract for labor services for Outside Plant Fiber Optic Infrastructure Construction to JC Communications** of Cedar Park, Texas, in the not to exceed amount of **\$300,000.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

The bid for Outside Plant Fiber Optic Infrastructure Construction is a labor only contract, to construct planned or anticipated CIP, Development and Maintenance projects in the not to exceed amount of \$300,000.00.

JC Communications work is necessary to expand and maintain the city's internal/private fiber network. The network is used for most city business as well as utility and traffic signal communications.

The term will begin December 1, 2019 through November 30, 2020. This is the fifth and final renewal of the original bid.

STAFF RECOMMENDATION:

Staff recommends approval of this final renewal.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds are available in the FY20 Capital Improvement Budget.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Renewal Form

RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the “City”), and **JPC CONSTRUCTION INC. d/b/a JC COMMUNICATIONS** (the “Contractor”), collectively, the **Parties** follows:

WHEREAS, the Parties entered into an Agreement on December 1, 2014 for Outside Plant Fiber Optic Infrastructure Construction, Contract No. 14-0002-SC (3500B005) / ITB#201452, (the “Original Agreement”),

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for five (5) additional one (1) year renewal terms,

WHEREAS, the Parties renewed the Original Agreement for a first renewal term on December 1, 2015, a second renewal term on December 1, 2016, a third renewal term on December 1, 2017, and a fourth renewal term on December 1, 2018,

WHEREAS, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

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

1. During this fifth and final renewal term, the City will pay the Contractor an amount not to exceed \$300,000.00.
2. The Parties agree to renew the Original Agreement for an additional term which will begin immediately upon the expiration of the original term and will end on November 30, 2020, this being the fifth and final renewal term.
3. This renewal binds and benefits the Parties and their successors or assigns. This document, including the Original Agreement, is the entire agreement between the Parties.
4. All other terms and conditions of the Original Agreement remain in full force and effect.

**JPC CONSTRUCTION INC. d/b/a
JC COMMUNICATIONS**

CITY OF GEORGETOWN

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, First Assistant City Attorney

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to **renew the Annual Electric System Underground Construction and Maintenance Bid for labor services to Pedro S.S. Services, Inc.** of Austin, Texas, in the not to exceed amount of **\$2,500,000.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

The Electric System Underground Construction and Maintenance bid is an annual contract for labor only contract services with optional annual extensions. Bids were received and awarded last year (FY19) and this proposed item would be the first annual renewal.

As in years past, if approved, the contractor will bill for labor services rendered based on unit pricing as outlined with the agreement not to exceed the amount of \$2,500,000.00. Work will be based on new development service demand, the approved Capital Improvement Plan, and various maintenance projects to be constructed in the term of this agreement. Materials and engineering design services are provided under separate procurement contracts.

Pedro SS Services has served the customers and developers of Georgetown well for many years. They are committed to safety and have proven capable of meeting the community's needs.

STAFF RECOMMENDATION:

Staff recommends approval of this renewal.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Fund are available in the FY20 Electric Capital Improvement Budget.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Renewal Agreement

RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **PEDRO SS SERVICES, INC.** (the "Contractor"), collectively, the **Parties** follows:

WHEREAS, the Parties entered into an Agreement on October 23, 2018 for Annual Electric System Underground Construction and Maintenance, ITB No. 201836, Contract No. 19-0015-SC, (the "Original Agreement"),

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms,

WHEREAS, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

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

1. The Parties agree to renew the Original Agreement for an additional term which will begin immediately upon the expiration of the original term and will end on September 30, 2020, this being the First Renewal term.
2. During the First Renewal term, the not to exceed amount shall be \$2,000,000.00.
3. All other terms of the Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.
4. This Amendment is effective on the date executed by the City.

PEDRO SS SERVICES, INC.

CITY OF GEORGETOWN

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, First Assistant City Attorney

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve **Task Order CDM-20-002 for Utility Evaluation Support**, to **CDM Smith Inc.** in the amount of **\$55,000.00** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

CDM Smith maintains and frequently updates our Water and Wastewater Models. New development often requires a review of those models to determine if capacity is available and, if not, what improvements are necessary for a development to obtain water and/or wastewater service. This analysis is a critical component of new development due diligence and planning.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed task order.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds are available in the FY20 Budget and are recouped through developer paid fees.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Task Order & Scope - signed

TASK ORDER

Task Order No. CDM-20-002-TO,
consisting of 6 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and **CDM Smith, Inc.** ("Engineer") for Professional Services – Task Order Edition, dated September 30, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Title: 2019-2020 Utility Evaluations Support
- B. Description: Continue to support improved operational performance in water distribution hydraulic model, support GUS with water distribution system and wastewater collection system utility evaluations and/or ad hoc evaluation requests for the period of October 1, 2019 through September 30, 2020.
- C. City of Georgetown Project Number: _____
- D. City of Georgetown General Ledger Account No.: 660-9-0580-90-176
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-738-MSA

2. **Services of Engineer**

Task 1 Meetings and Project Management

The project management portion of this task involves day-to-day ENGINEER administrative, technical, and financial management of the project activities to ensure that the project budget, schedule, scope, and quality objectives are met. This effort includes coordinating meetings, management of staff and quality milestones, and preparation of monthly invoices and progress reports.

Task 2 Data Collection

Data from OWNER and online sources may need to be collected to support utility evaluations including GIS, water billing, automated meter reading, water production, SCADA, existing and future land use, development, and growth data. ENGINEER will review the data and follow-up with OWNER regarding our understanding of the data or any missing data. This task also includes appropriate organization of the data and developing necessary databases.

Task 3 Water Demand and Wastewater Flows Updates

TASK ORDER

ENGINEER will work on a process to establish an annual routine for updating model demands (water) and base flows (wastewater) to reflect updated system conditions, specifically as planned developments are converted into new customers reflected by new metered connections in the system. ENGINEER will provide documentation on the developed process.

Task 4 Water and Wastewater Model Updates

ENGINEER may make incremental modifications to water and wastewater models at direction of OWNER to accommodate changed physical or operational system conditions.

Task 5 Fiscal Year 2020 Water and Wastewater Utility Evaluations

This task will cover fiscal year 2020 modeling services for utility evaluations requested by OWNER for the water and wastewater systems. These evaluations are conducted for proposed developments in an effort to support OWNER with determining critical improvements needed to serve the proposed development or other areas that may be impacted by the proposed development. ENGINEER will perform “what if” scenarios using most recent water and wastewater models. This task will include the following services:

- Engineer will evaluate specific development situations as directed by OWNER and provide a recommendation as to whether existing infrastructure can support the development and, as necessary, recommendations regarding the infrastructure required to allow for the proposed development.
- An email and/or informal memo will be prepared and sent to the Project Manager outlining the request for evaluation and results of the evaluation. The Project Manager will distribute to OWNER as needed. The applicable Service Evaluation Form will be attached to the email/memo.
- Engineer will also indicate in the email/memo if the plans for specific developments meet the criteria established for determining wastewater flows/water demands based on the future land use plan or other development plans. This information will help OWNER determine if there are significant deviations from their CIP.
- Services will also include periodic conference calls or, if needed, meetings with OWNER to discuss evaluations and implications of development scenarios. Engineer will revise data as directed by OWNER based on these discussions.

This task will be done in parallel with the rest of this scope with evaluations completed as needed. The fee for this task is \$55,000, which will be utilized until exhausted.

TASK ORDER

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following:

- A. Designate a person to act as OWNER's representative with respect to the services to be performed or furnished by the Engineer. This representative will have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services.
- B. Provide all criteria and full information as to OWNER's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability.
- C. Assist ENGINEER by placing all available information pertinent to the Project, including previous reports at the ENGINEER's disposal.
- D. Furnish to ENGINEER, as requested for performance of basic services or as required by the Contract Documents, the following:
 - i. Data prepared by or services of others;
 - ii. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project;
 - iv. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for Engineer to perform services under this Task Order;
 - v. Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by ENGINEER;
 - vi. Provide such accounting, bond and financial advisory, independent cost estimating and insurance counseling services and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project;
 - vii. Provide labor and safety equipment to open electrical/instrumentation cabinets, open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER; and
 - viii. Give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services in the work of any Contractor.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>All Tasks (1 through 5)</u>	<u>September 30, 2020</u>

TASK ORDER

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services</i>		
<i>All Services Tasks 1-5</i>	<i>Lump Sum</i>	<i>\$55,000</i>

Expected breakdown of services as follows:

2018 Master Plans and CIPs Tasks	Cost
Task 1 - Meetings and Project Management	\$ 1,500
Task 2 - Data Collection	\$ 2,500
Task 3 – Demand and Flow Updates	\$ 4,000
Task 4 – Model Updates	\$ 2,000
Task 5 – Utility Evaluations	\$ 45,000
Task Order Total	\$ 55,000

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

None

7. **Other Modifications to Agreement:**

None

8. **Attachments:**

None

9. **Documents Incorporated By Reference:** The Agreement effective September 30, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20_____.

OWNER:

ENGINEER:

By: _____

By:  _____

Name: Dale Ross

Name: Allen Woelke, P.E.

Title: Mayor, City of Georgetown

Title: Vice President

Engineer License or Firm's Certificate No. F-3043

State of: Texas

Date: _____

Date: 14 October 2019

ATTEST:

APPROVED AS TO FORM:

Robyn Densmore, City Secretary

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Chelsea Solomon, P.E.

Name: Allen Woelke

Title: Utility Engineer

Title: Vice President

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

Address: 9430 Research Boulevard
Suite 1-200
Austin, TX 78759

E-Mail
Address: Chelsea.Solomon@georgetown.org

E-Mail
Address: woelkead@cdm.com

Phone: 512-930-6116

Phone: 512-346-1100

Fax: 512-930-3558

Fax: 512-345-1483

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve a **Contract Amendment** with **Royal Vista, Inc.** of Liberty Hill, Texas for **relocating water and wastewater utilities** along **7th Street** in the amount of **\$278,735.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

This proposed Contract Amendment is to upgrade both water and wastewater utilities in and around the old Council Chambers and extending a 6" wastewater line and manholes running eastward down 7th street from near Main street to Myrtle street plus installing and extending 6" and 8" waterlines between Main and Church street on 7th street. These improvements will help the further development and expansion of the surrounding properties, support a planned future parking garage, and provide needed upgrades/enhancements to the existing water and wastewater systems.

STAFF RECOMMENDATION:

Staff and KPA Engineers recommend executing this Contract Amendment for the Council Chamber Utility Relocates with Royal Vista, Inc. of Liberty Hill, Texas in the amount of \$278,735.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds for this expenditure are available in the both the Water and Wastewater CIP Budget.

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager.

ATTACHMENTS:

Letter of Recommendation
Utility Relocation Layout Exhibit
Change Order 1



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Firm F-510

Temple
One South Main Street
Temple, Texas 76501
(254) 773-3731

RICK N. KASBERG, P.E.
R. DAVID PATRICK, P.E., CFM
THOMAS D. VALLE, P.E.
GINGER R. TOLBERT, P.E.
ALVIN R. "TRAE" SUTTON, III, P.E., CFM
JOHN A. SIMCIK, P.E., CFM

Georgetown
1008 South Main Street
Georgetown, Texas 78626
(512) 819-9478

September 23, 2019

Mr. Ken Taylor
CIP Project Manager
Georgetown Utility Systems
Systems Engineering
City of Georgetown
300-1 Industrial Avenue
Georgetown, Texas 78626-8445

Re: City of Georgetown
Ronald Reagan & Mission Oaks Water Line Improvements Project
Change Order No. 1
Georgetown, Texas

Dear Mr. Taylor,

Please find the attached Change Order No. 1 in the amount of \$278,735.00 for the above referenced project. This change order is for adding the Former City Council Chambers Utility Relocation Project to the Ronald Reagan & Mission Oaks Water Line Improvements Project.

The Former City Council Chambers Utility Relocation Project consists of relocating existing water and wastewater utilities that are in conflict with the proposed redevelopment of the former City Council Chambers, as well as the proposed parking garage facility proposed at the corner of Main and 6th Streets. The utilities that are proposed to be relocated currently serve the former City Council Chambers and three (3) neighboring businesses. Please find the attached Exhibit A – Project Layout.

The project will include installing the following:

- **Water Relocation:**
 - 300 feet of 6” water line;
 - 175 feet of 8” water line;
 - 1 – Fire Hydrant Assembly;
 - Valves, Fittings, Services, & Appurtenances;
 - Concrete Sidewalk Repair;
 - Asphalt Trench Repair.

Mr. Ken Taylor
September 23, 2019
Page Two

- **Wastewater Relocation:**
 - 850 feet of 6" wastewater line;
 - 6 – 4' Manholes;
 - Wastewater Services;
 - Asphalt Trench Repair;
 - Curb & Gutter Repair;

We have reviewed the pricing for this change order and have found it to be consistent with projects of similar scope. Therefore we recommend the approval of Change Order No. 1 in the amount of \$278,735.00 to Royal Vista, Inc. for the Former City Council Chambers Utility Relocation Project.

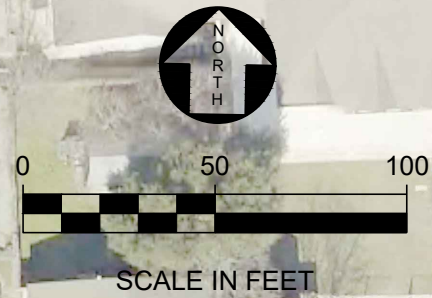
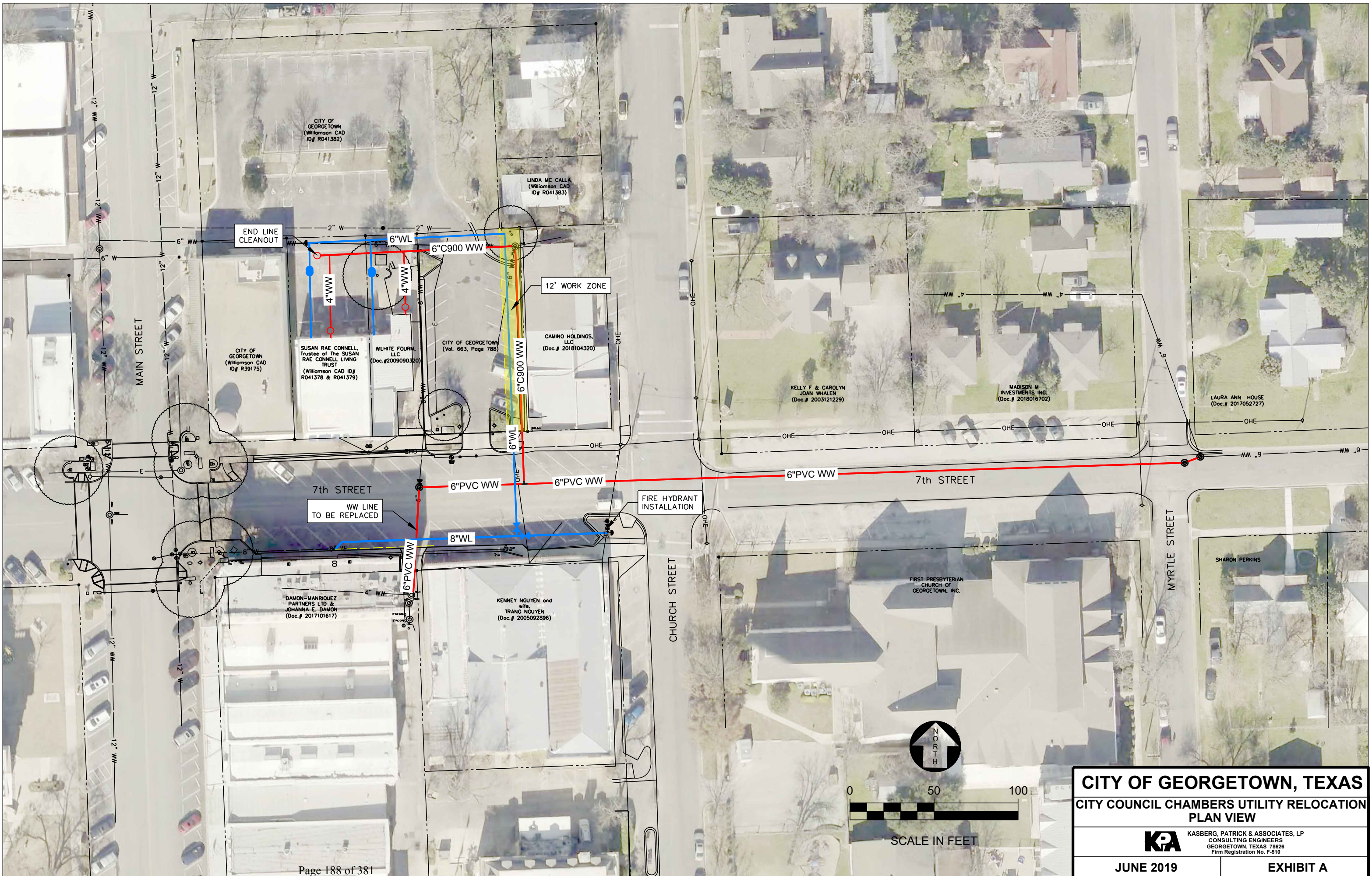
Sincerely,




Alvin R. (Trae) Sutton III, P.E., CFM

ARS/

xc: Mr. Wesley Wright, PE, City of Georgetown
Mr. Michael Hallmark, City of Georgetown
Ms. Nicole Abrego, City of Georgetown
Mr. Steve DeLeon, Royal Vista, Inc.
2019-114-30



CITY OF GEORGETOWN, TEXAS	
CITY COUNCIL CHAMBERS UTILITY RELOCATION PLAN VIEW	
	KASBERG, PATRICK & ASSOCIATES, LP CONSULTING ENGINEERS GEORGETOWN, TEXAS 78626 Firm Registration No. F-510
JUNE 2019	EXHIBIT A

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Owner: City of Georgetown	Purchase Order No.	Owner's Contract No.:19-0014 CIP
Contract: Ronald Reagan & Mission Oaks Water Line Improvements		Date of Contract: 12-11-2018
Contractor: Royal Vista, Inc.		Engineer's Project No.: 2018-136-40

The Contract Documents are modified as follows upon execution of this Change Order:


Description:
Former Council Chambers Utility Relocation Project – Furnish and Install water and wastewater lines and services required to serve the former Council Chambers Building and neighboring properties.

Attachments (list documents supporting change):
Exhibit A – Location Map

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$6,149,425.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): 233 Ready for final payment (days or date): 248
from previously approved Change Orders No. _____ to No. _____: N/A	from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order: N/A	Contract Times prior to this Change Order: Substantial completion (days or date): 233 Ready for final payment (days or date): 248
Increase of this Change Order: \$278,735	[Increase] of this Change Order: Substantial completion (days or date): 358 Ready for final payment (days or date): 373
Contract Price incorporating this Change Order: \$6,428,160.00	Contract Times with all approved Change Orders: Substantial completion (days or date): December 31, 2019 Ready for final payment (days or date): January 15, 2020

RECOMMENDED:
By: 
Engineer (Authorized Signature)
Date: October 11, 2019

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 10/11/19

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve an **appropriation of \$2,650,000.00** to **AvFuel Corporation** for **annual fuel purchases** for **resale** at the Georgetown Municipal Airport -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Acting Director of Public Works

ITEM SUMMARY:

The Georgetown Municipal Airport is currently under an ongoing fuel contract with AvFuel Corporation that was awarded September 1, 2016. The City has exercised its second (2nd) option to renew the contract effective October 1, 2019 and continuing through September 30, 2020. The renewal period will be governed by the specifications, pricing, and terms and conditions in the contract.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GTAB Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

All items were budgeted during the FY 2020 budget process. Expenses in the amount of \$2,650,000 will be recorded in the account 600-5-0636-51-610 (Airport Operations - Fuel/Gas). This purchase is part of an ongoing fuel purchase contract.

SUBMITTED BY:

Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

AvFuel Contract Renewal

CONTRACT RENEWAL NOTICE

June 26, 2019

**Matt Matthews
Avfuel Corporation
1941 Navajo Circle
Abilene, TX 79602**

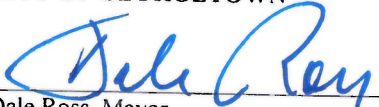
**RE: ITB 201635
Aviation Fuel**

The above contract was awarded to your company on **September 1, 2016**. It has been determined that your company has performed in accordance with the requirements of our Contract. Therefore, the City desires to exercise its second (2nd) option to renew the Contract effective from **October 1, 2019** through **September 30, 2020**. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per the above reference Contract.

Acknowledge your acceptance of this renewal by signing this document in the space provided below and returning to this office with ten (10) days.

Sincerely,

CITY OF GEORGETOWN



Dale Ross, Mayor

Date: 9/24/19

I/We hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

AVFUEL CORPORATION



Authorized Signature

Date: 7/11/19

Matt E. Matthews
Printed Name

District Manager
Title

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to **continue utilizing** the **annual agreement** for **LCRA Material Acquisition** to **purchase electric distribution, fiber, water, safety, and substation materials, hardware, and tools** for **Fiscal Year 2020** from **Techline Ltd.** under their contract with the Lower Colorado River Authority ("LCRA") Electric Material Acquisition Program in the not to exceed amount of **\$4,000,000.00** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

Continued utilization of this agreement will allow the City of Georgetown to take advantage of lower prices and stock availability for the purchase of electric distribution, fiber, water, safety, and substation materials, hardware, and tools for use on CIP and Operational projects directly from Techline, the vendor awarded the Electric Material Acquisition Services Contract by LCRA. This City of Georgetown has utilized this partnership for well over a decade and is a key component of our ability to provide service delivery to new development.

Materials purchased through this agreement were competitively bid by LCRA, and are not included on any solicitation issued and awarded by the City. Materials are purchased on an as needed basis and are stocked in the City's warehouse for use by various departments for new construction projects, maintenance of the systems, or stock replenishment. The not to exceed total for this requirement is \$4,000,000.00 based on planned projects, expected new development and maintenance history in previous years.

According to Texas Local Government Code 271.102 (c), the City satisfies any state laws requiring the local government to seek competitive bids for the purchase of the goods and services when purchasing under Subchapter F. Cooperative Purchasing Program. The Texas Local Government Code 271.101 states that a municipality may participate in a local agreement with a special district. The City's agreement with LCRA allowing access to this contract has been renewed.

STAFF RECOMMENDATION:

Staff recommends renewal of the annual agreement for LCRA Material Acquisition.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on October 11, 2019.

FINANCIAL IMPACT:

Funds are included in the FY20 Capital and Operating Budgets.

SUBMITTED BY:

Wesley Wright

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and Possible action to approve a Resolution **releasing a portion** of a **0.929-acre Temporary Emergency Access Easement** across land in the the William Addison Survey, Abstract 21; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

The City was granted a Temporary Emergency Access Easement in Doc. 2017118606 to provide a secondary point of access to the Estraya Apartments on NE Inner Loop, in order to satisfy code requirements and allow for the construction of the complete apartment development. A portion of the land across which the easement was granted has been sold and is now under development by Lennar as a single family subdivision. The development includes the dedication of rights of way which we will make this easement unnecessary.

Lennar has constructed future public roadways of sufficient quality to meet the standards for release of the easement as set out in the easement document. Said roadways have been inspected and approved by staff for the limited purposes of providing emergency access as required in the easement document for release of the easement
This item would release the portion of the easement across the Lennar development.

Staff recommends approval of this item.

200-7000-0008

FINANCIAL IMPACT:

N/A. All costs associated with recordation of the release, and construction, are to be borne by the developer.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package

Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
AUTHORIZING THE RELEASE OF A PORTION OF THE TEMPORARY
ACCESS EASEMENT AS GRANTED IN THE TEMPORARY EMERGENCY
ACCESS EASEMENT RECORDED IN DOCUMENT NUMBER 2017118606,
OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
(O.P.R.WilCo.TX).**

WHEREAS, the City of Georgetown has received a request from Lennar Homes of Texas Land and Construction, Ltd., a Texas limited company, owners of that approximately 23.95 acre tract of land described in Document No. 2019012600 of the O.P.R.WilCo.TX (the "Property"), for the release of a portion the subject easement located thereon as described in Document No. 2017118606 of the O.P.R.WilCo.TX attached hereto; and

WHEREAS, the purpose of the easement is to allow access by the City of Georgetown, its employees, agents, etc. to provide emergency services to a tract adjoining Lennar's proeprty, as described Document No. 2017118606 of the O.P.R.WilCo.TX; and

WHEREAS, the landowner is in the process of platting and developing the Property, including the dedication of public rights of way; and

WHEREAS, said rights of way would allow similar and alternative access to the neighboring tract and render the existing easement unnecessary; and,

WHEREAS, portions of the existing easement cross multiple planned lots and impede construction and development of those lots; and

WHEREAS, the landowner has requested confirmation of the release of the portion of the easement area as described as described in **Exhibit "A"** attached hereto and incorporated herein, and termination of the associated rights, pursuant to the terms of the subject easement agreement, which terminates the rights of access granted therein upon provision to, and acceptance by, the City of sufficient access as to provide all weather, unimpeded access to the neighboring tract; and,

WHEREAS, upon considering the request for release and abandonment of the subject easement and additional information pertaining to the request, the City Council finds that a public need for the portion of the subject easement described in **Exhibit "A"** will longer exist once the new public rights of way, known as Doc Lynx Rd., Gabriel's Bluff Drive, Blanco Vista, Akela Way, and Rio Frio Lane, and depicted in that GEORGETOWN 120 FINAL PLAT currently in review with the City of Georgetown Planning Department, have been dedicated and that such easement may then be vacated and abandoned; and

Resolution No. _____

Description: Temp. Emergency Access Easement, Gtown 120 PUD, CoG Map Quad O-54/O-55, 200-7000-0008

Date Approved: _____

WHEREAS, the City Manager, or his designee, has reviewed this request and has no objection to the release and abandonment of the subject easements, subject to the conditions described herein.

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 Quitclaim Deed in substantially the same form attached hereto as **Exhibit "B"**, and any other document(s) necessary to complete the vacation and abandonment of the easements described herein, and the City Secretary is authorized to attest thereto on behalf of the City of Georgetown, subject to the establishment of replacements easement.

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

Resolution No. _____

Description: Temp. Emergency Access Easement, Gtown 120 PUD, CoG Map Quad O-54/O-55, 200-7000-0008

Date Approved: _____

EXHIBIT "A"

BEING a portion of that 0.929-acre Temporary Emergency Access Easement (the "Temporary Easement") upon, over, and across land in the William Addison Survey, Abstract 21, in Williamson County, Texas, as described in that certain Temporary Emergency Access Easement recorded as Document No. 2017118606, Official Public Records of Williamson County, Texas; said portion being all of the Temporary Easement lying upon, over, and across that 23.954 acres of land as described in the Special Warranty Deed recorded as Document No. 2019012600, Official Public Records of Williamson County, Texas.

QUITCLAIM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: _____, 2019

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S Mailing Address (including County): P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Lennar of Texas Land and Construction, Ltd., a Texas limited company

GRANTEE'S Mailing Address (including County): 12401 Research Blvd, Bldg. 1-300, Austin, Travis County, Texas 78759

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

BEING a portion of that 0.929-acre Temporary Emergency Access Easement upon, over, and across land in the of William Addison Survey, Abstract 21, in Williamson County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the property or any part of it.

EXECUTED this the ____ day of _____, 2019.

GRANTOR
CITY OF GEORGETOWN

ATTEST:

BY: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally Dale Ross, 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 _____, 2019.

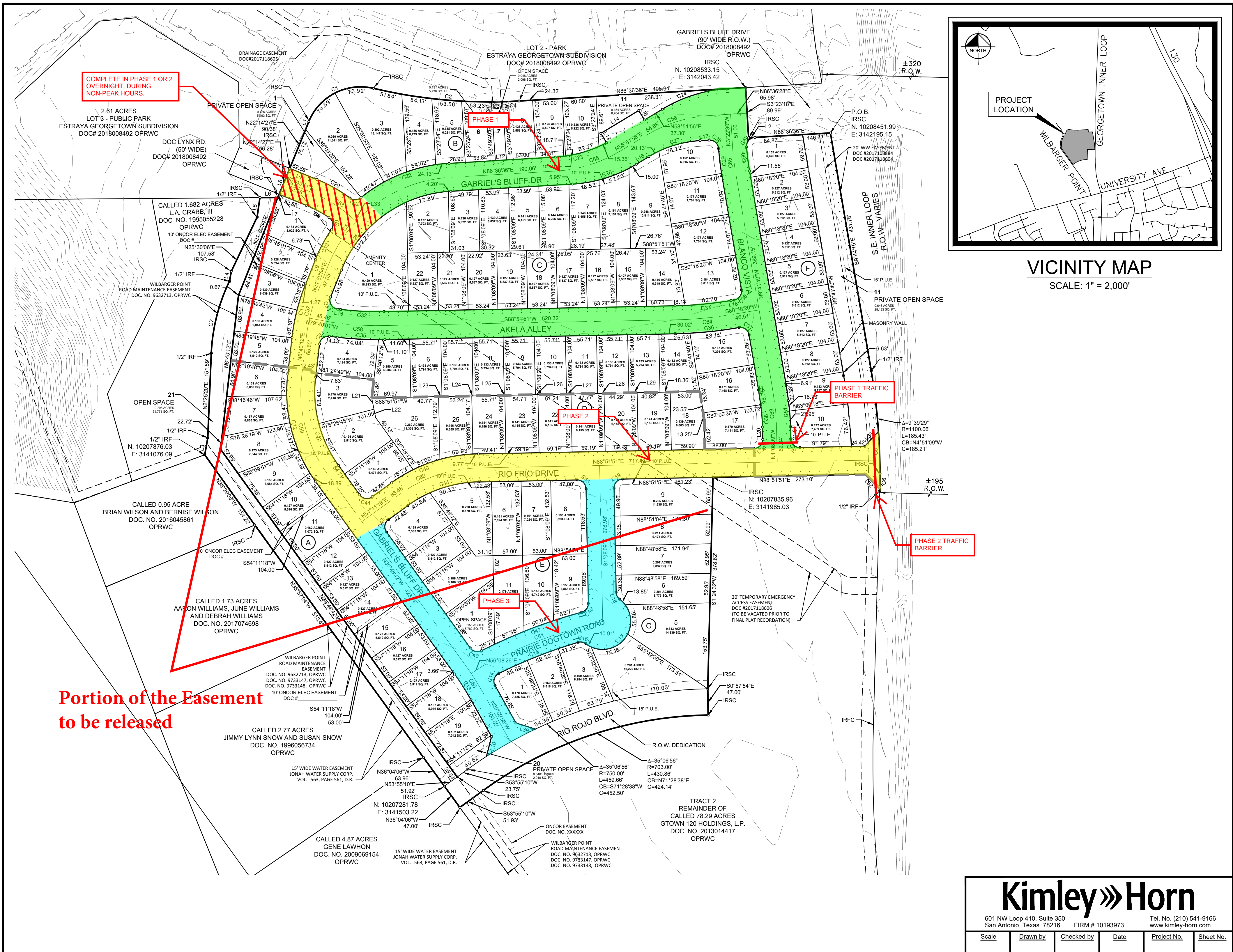
Notary Public, State of Texas

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

[Exhibit “A” to Quitclaim Deed]

Exhibit “A” to the Quitclaim Deed is heretofore attached as Exhibit “A” to the foregoing Resolution and will be attached accordingly to the original Quitclaim Deed prior to execution and recording.



City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve a **municipal services agreement** with **Blake and Terilyn Henderson**, for the provision of municipal services to an approximately **30.13-acre** tract of land in the William Addison Survey, Abstract No. 21, and approximately 1.182 acres of Rockride Lane, generally located at **2488 Rockride Lane**, upon annexation (2019-6-ANX) -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 30.13-acre tract generally located at 2488 Rockride Lane and 1.182 acres consisting of the Rockride Lane right-of-way. The subject property has a Future Land Use designation of Moderate Density Residential.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 8/13/2019 – City Council Grant Petition for Annexation - COMPLETED
- 10/22/2019 – City Council Agrees to Municipal Services Agreement - TONIGHT
- 11/26/2019 – City Council Public Hearing and First Reading of Ordinance
- 12/10/2019 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property upon approval of the annexation ordinance. 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:

Michael Patroski, Planner

ATTACHMENTS:

2019-6-ANX, Municipal Service Agreement
2019-6-ANX Meets and Bounds

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND BLAKE AND TERILYN HENDERSON

This Municipal Services Agreement (“Agreement”) is entered into on ____ day of _____, 2019 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas (“City”) and Blake Henderson and Terilyn Henderson, husband and wife (together, “Owner”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the “Effective Date”);

WHEREAS, Owner owns certain parcels of land located at 2406 and 2488 Rockride Lane, Georgetown, Texas 78626, which consists of approximately 30.13 acres of land, and 1.182 acres consisting of a portion of Rockride Lane a Right-Of-Way of varying width of record described to Williamson County, TX in the City's extraterritorial jurisdiction, and of such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference (“Property”);

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2019-6-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law,

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire Protection and Emergency Medical 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.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Planning and Development, Building Permits, and Inspections Services – Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
 - iv. Parks and Recreational Facilities – Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Other Publicly Owned Buildings – Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area.
 - vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

- c. 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.
 - d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
 9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

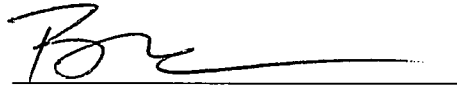
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN

BLAKE AND TERILYN HENDERSON

By: _____
 Dale Ross
 Mayor

By: 
 Blake Henderson

By: 
 Terilyn Henderson

Approved as to Form:

 Charlie McNabb
 City Attorney

Attest:

Robyn Densmore
City Secretary

State of Texas §
County of Williamson §

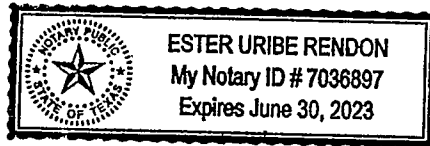
This instrument was acknowledged before me on the ___ day of _____, 20___, by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 1 day of October, 2019, by Blake Henderson.

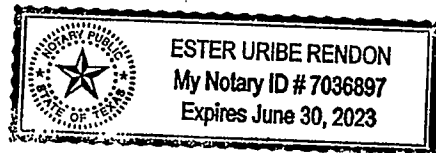
Ester Uribe Rendon
Notary Public, State of Texas



State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 1 day of October, 2019 by Terilyn Henderson.

Ester Uribe Rendon
Notary Public, State of Texas



After Recording Return to

LEGAL DESCRIPTION

FIELD NOTES FOR A 1.182 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; BEING OUT OF THE EXISTING RIGHT-OF-WAY OF ROCKRIDE LANE, (COUNTY ROAD NO. 110), A VARIABLE WIDTH RIGHT-OF-WAY, AS MONUMENTED, NO DEED REFERENCE FOUND; SAID 1.182 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of said Rockride Lane at the northeasterly corner of a called 12.00 acre tract of land described in Document No. 2016050026, Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 68°44'11" E, departing said westerly right-of-way line, crossing said right-of-way, a distance of 58.41 feet to a calculated point on the common line of the remaining portion of a 164.66 acre tract of land described in Document No. 1999083673, Official Public Records of Williamson County Texas and the easterly right-of-way line of said Rockride Lane for the northeasterly corner of the herein described tract;

THENCE, S 21°15'49" E, coincident with said common line, passing at a distance of 381.02 feet, a 1/2-inch iron rod with a cap stamped "HMEADOR RPLS1966" found at the common corner of the remainder of said 164.66 acre tract and a 6.479 acre tract of land described in Document No. 2019007168, Official Public Records of Williamson County, Texas and continuing coincident with the common line of said 6.479 acre tract and said easterly right-of-way line a total distance of 430.99 feet to 1/2-inch iron rod with a cap stamped "CCC4835" found at the common corner of the 6.479 acre tract and a 12.892 acre tract of land described in Document No. 2019006311, Official Public Records of Williamson County Texas, for an angle point of the herein described tract;

THENCE, S 21°30'18" E, coincident with the common line of said 12.982 acre tract and said easterly right-of-way line, passing at a distance of 300.14 feet 1/2-inch iron rod found at the common corner of the 12.892 acre tract and the remaining portion of a 52.53 acre tract of land described in Document No. 2007084257, Official Public Records of Williamson County, Texas and continuing coincident with the common line said remaining portion of the 52.53 acre tract and said easterly right-of-way line a total distance of 444.88 feet to a calculated point for the southeasterly corner of the herein described tract;

THENCE, S 68°29'42" W, departing said common line, recrossing said right-of-way a distance of 60.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the aforementioned westerly right-of-way line of said Rockride Lane at the southeasterly corner of an 18.12 acre tract of land described in Document No. 2014073916, Official Public Records of Williamson County, Texas for the southwesterly corner of the herein described tract;

THENCE, N 21°16'35" W, coincident with the common line of the said 18.12 acre tract and said westerly right-of-way line, passing at a distance of 527.32 feet a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and the aforementioned 12.00 acre tract of land and continuing coincident with the common line of said 12.00 acre tract and said westerly right-of-way line a total distance of 876.12 feet to the **POINT OF BEGINNING** and containing 1.182 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc., and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83. An exhibit plat accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B. P.R.W.C.	POINT OF BEGINNING PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
●	FOUND 1/2" I. ROD UNLESS OTHERWISE NOTED
○	SET 1/2" I. ROD
△	W/ "BGE INC" CAP CALCULATED POINT

REMAINDER OF A CALLED 164.66 ACRES
JAMES DAVID HONEYCUTT, AND WIFE,
MARGARET ANN HONEYCUTT
DOC. NO. 1999083673 O.P.R.W.C.



1.182 ACRES
51,499 SQUARE FEET
PORTION OF ROCKRIDE LANE
RIGHT-OF-WAY

KIRSCHMAN ACRES
CABINET K, SLIDE
376, P.R.W.C.

CALLED 12.00 ACRES
BLAKE & TERILYN HENDERSON
DOC #2016050026 O.P.R.W.C.

CALLED 12.892 ACRES
ALDON PROPERTIES, LLC.
DOC. NO. 2019006311 O.P.R.W.C.

CALLED 6.479 ACRES
ALDON PROPERTIES, LLC.
DOC. NO. 2019007168
O.P.R.W.C.

WILLIAM ADDISON SURVEY
ABSTRACT NO. 21

CALLED 18.12 ACRES
BLAKE & TERILYN HENDERSON
DOC #2014073916 O.P.R.W.C.

REMAINDER OF A CALLED 52.53 ACRES
LINDA BRADY JOHNSON
DOC. NO. 2007084257 O.P.R.W.C.

LOT 21
DRAINAGE/UTILITY/
OPEN SPACE
1.71 AC

CALLED 34.19 ACRES
EARL WAYNE BRADY
DOC. NO. 2007084256 O.P.R.W.C.

AMENDING FINAL PLAT OF
KASPER, SECTION 1
DOC #2018094848, O.P.R.W.C.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°44'11" E	58.41'
L2	S 68°29'42" W	60.09'

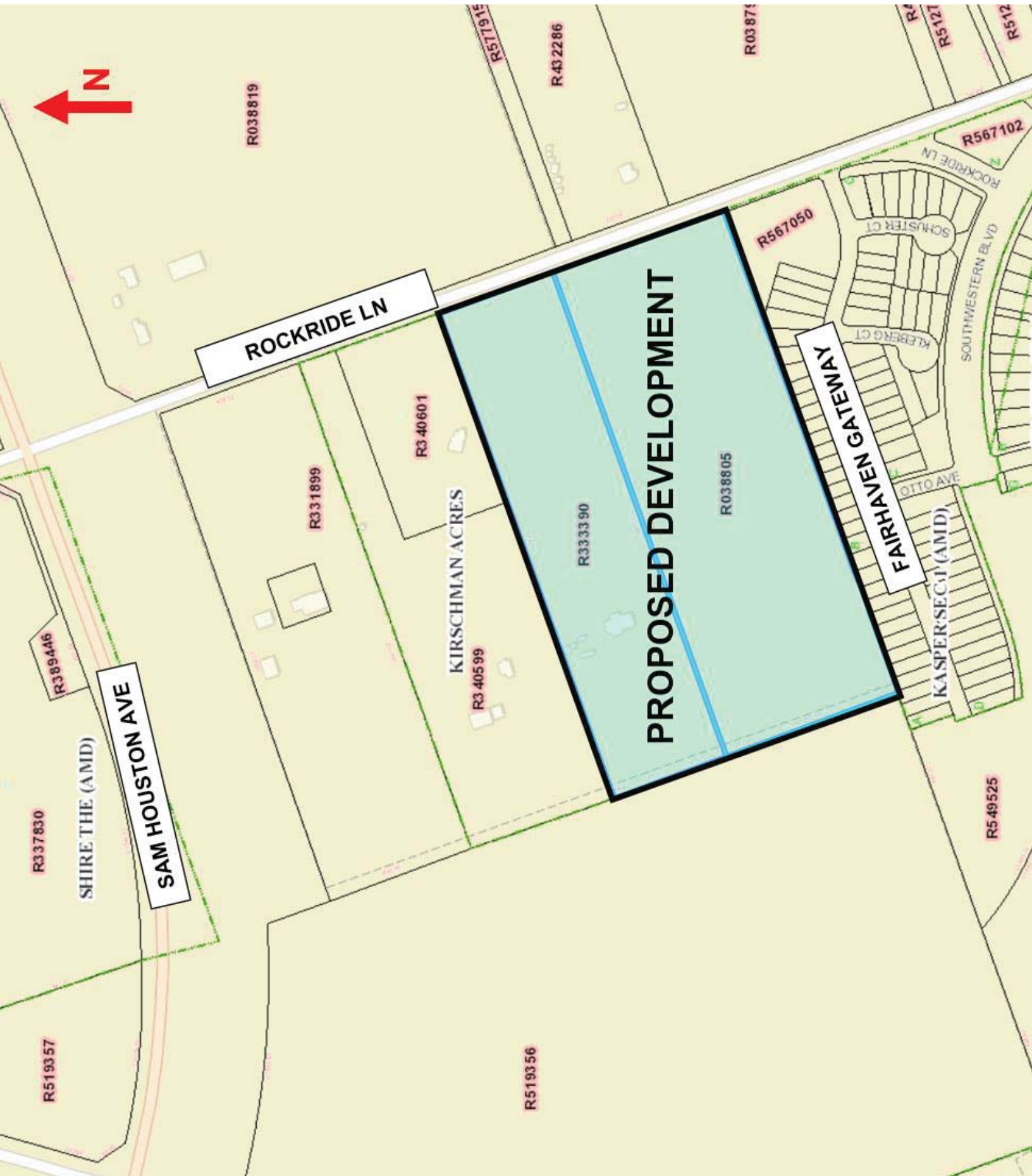
BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON
TEXAS STATE PLANE
COORDINATE SYSTEM, NAD83,
TEXAS CENTRAL ZONE.
DISTANCES SHOWN HEREON ARE
IN SURFACE USING A COMBINED
SCALE FACTOR OF 0.9998697559



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'
SHEET **3**
OF **3**

Copyright 2019



LEGAL DESCRIPTION

FIELD NOTES FOR A 30.13 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 18.12 ACRE TRACT OF LAND AS CONVEYED TO BLAKE HENDERSON AND WIFE, TERILYN HENDERSON BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT #2014073916, AND ALL OF A CALLED 12.00 ACRE TRACT OF LAND AS CONVEYED BLAKE HENDERSON AND TERILYN HENDERSON BY WARRANTY DEED RECORDED IN DOCUMENT #2016050026, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 30.13 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGEINC" set on the westerly right-of-way line of County Road No. 110 (a/k/a Rockride Lane) (width varies, no deed of record found), at the southeasterly corner of said 18.12 acre tract, being the southeast corner of a 200 acre tract of land (historical reference) conveyed to M.R. Cody in Volume 48, Page 612 of the Deed Records of Williamson County Texas at the northeast corner of an 85.2 acre tract of land (historical reference) conveyed to J.J. Johnson and wife, Faye Ole Johnson in Volume 359, Page 358 of the Deed Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 68°53'05" W, coincident with the common line of said 18.12 acre tract and said right-of-way line, passing at a distance of 6.62 feet the northeast corner of the Amending Final Plat of Kasper, Section 1, Subdivision, recorded in Document # 2018094848, Official Public Records of Williamson County, Texas and continuing coincident with the common line of the 18.12 acre tract and said Kasper, Section 1, a total distance of 1,493.36 feet to a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and a called 156.11 acre tract of land conveyed to John Dimmitt Hughes in Volume 276, Page 49, Deed Records, Williamson County Texas, for the southwesterly corner of the herein described tract;

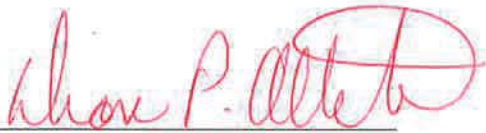
THENCE, N 21°47'46" W coincident with the common line of the 18.12 acre tract and said 156.11 acre tract, a distance of 528.06 feet to a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and the aforementioned 12.00 acre tract of land, an angle point of the herein described tract;

THENCE, N 21°20'33" W coincident with the common line of said 12.00 acre tract and the 156.11 acre tract, a distance of 349.27 feet to a 1/2-inch iron rod found at the common corner of the 12.00 acre tract and Lot 1, Kirschman Acres Subdivision, recorded in Cabinet K, Slide 376, Plat Records, Williamson County Texas, the northwest corner of herein described tract;

THENCE, N 68°55'47" E coincident with the common line of the 12.00 acre tract, said Lot 1 and Lot 2, said Kirschman Acres Subdivision, passing at a distance of 1,463.56 feet the southeast corner of said Lot 2 and continuing a total distance of 1,498.56 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of County Road 110, at the northeast corner of the 12.00 acre, the northeast corner of herein described tract;

THENCE, S 21°16'35" E coincident with the common line of the 12.00 acre tract, the aforementioned 18.12 acre tract and said right-of-way line, a distance of 876.12 feet to the **POINT OF BEGINNING** and containing 30.13 acres of land, more or less.

I hereby certify that this description was prepared by a survey made on the ground by employees BGE, Inc. on May 16, 2019. A survey plat (Project No. 6820-00) was prepared in conjunction with this metes and bounds description. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



City of Georgetown
Planning and Zoning Commission
406 West 8th Street
Georgetown, Texas 78626

**RE: Letter of Intent for Voluntary Annexation
Rockride Lane Development
City of Georgetown ETJ, Texas 78626**

To Whom It May Concern:

Please accept this Letter of Intent for voluntary annexation of the subject 30.14 acre property ("Tract") located adjacent to Rockride Lane into the City of Georgetown. The Tract is currently located within the City of Georgetown ETJ and it is acknowledged that the Tract is contiguous to the current City limits. The Tract is currently used for agricultural purposes, and there are approximately five tenants living on the property of unknown voting status. The requested initial zoning district for the Tract is RS (Residential Single Family).

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.

Justification:

Annexation (IAW UDC Sec. 3.25.030): The City of Georgetown's 2030 Plan encourages consolidated development patterns within city limits, where feasible, through judicious annexation and capital investments (2.14). The Tract is directly adjacent to an existing medium density residential development and is a perfect example of the type of development described in this section of the UDC. Additionally, the 2030 Plan encourages the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure (2.14). In addition to being located adjacent to a similar existing development, the Tract will include necessary improvements to connect to recently extended City wastewater lines. The Tract is also located on a Major Arterial (Rockride Lane) and is anticipated to dedicate additional Right-of-Way during the development process.

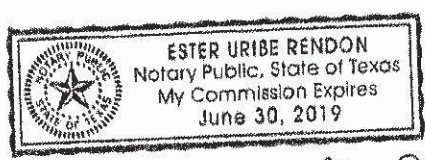
Initial Zoning (IAW UDC Sec. 3.06.030): Pending an amendment being processed concurrently with this application to change the property's future land use from Low Density Residential to Moderate Density Residential, the Rockride Lane Development will be consistent with the

Comprehensive Plan. Additionally, all units will be used for detached single family houses, which is consistent with the usage limitations inherent to the RS zoning category.

We appreciate the City of Georgetown's consideration of this voluntary annexation application.

Respectfully,

[NOTARIZED OWNER'S SIGNATURE]



Ester Uribe Rendon
6-11-19

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Consideration and possible action to approve a **municipal services agreement** with **H4WR Phase 3A, LLC**, for the provision of municipal services to an approximately **0.306-acre** tract in the Joseph B. Pulsifer Survey, Abstract No. 498, generally located in the 0-100 block of **Skyline Road** (generally adjacent to the Hillwood-Wolf Ranch subdivision and north of the proposed Maravilla subdivision) -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

The applicant is requesting annexation for a 0.306 acre tract generally located in the 0-100 block of Skyline Road. The subject property has a Future Land Use designation of Moderate Density Residential. The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 10/22/2019 – City Council Agrees to Municipal Services Agreement - TONIGHT
- 11/12/2019 – City Council Public Hearing and First Reading of Ordinance
- 11/26/2019 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property upon approval of the annexation ordinance. 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:

Sofia Nelson, Planning Director

ATTACHMENTS:

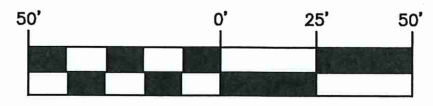
legal description

LOT 1
OAK CREST RANCHETTES
CAB. B, SL. 150 (P.R.)

SKYLINE ROAD
(A 50-FOOT R.O.W.)
CAB. B, SL. 150 (P.R.)



1 inch = 50'



LOT 25
OAK CREST RANCHETTES
CAB. B, SL. 150 (P.R.)

OWNER: GEORGETOWN BUILDERS, INC.
REMNANT PORTION OF A
747.13 ACRE TRACT
VOL. 528, PG. 515 (D.R.)

OWNER: MARK L. PRICE &
PAULA H. PRICE
A CALLED 12.84 ACRE TRACT
VOL. 2477, PGS. 240-243 (D.R.)

N89°20'16"W 5.61'
N87°09'37"E 46.12'
FD. I.R. (PREMIER SURVEYING)
FD. 1/2" I.R.
P.O.B.
FD. 1/2" I.R.

S15°26'47"E 52.12'
FD. 1/2" I.R.

JOSEPH B. PULSIFER SURVEY
ABSTRACT NO. 498

OWNER: H4WR PHASE 3A, LLC
118.457 ACRE TRACT
DOC. NO. 2019047581 (O.P.R.)

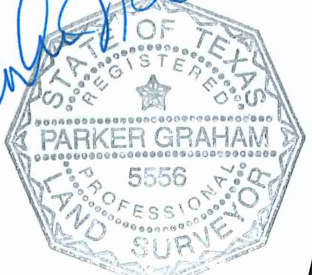
N10°41'56"W 270.95'

S10°41'56"E 212.71'

0.306 OF AN ACRE
(13,264 SQUARE FEET MORE OR LESS)

OWNER: H4WR PHASE 3A, LLC
1.428 ACRE TRACT
DOC. NO. 2019020656 (O.P.R.)

Parker Graham



10/11/2019

EXHIBIT OF

A 0.306 ACRE OR 13,264 SQUARE FOOT TRACT OF LAND OUT OF A CALLED 1.428 ACRE TRACT CONVEYED TO H4WR PHASE 3A, LLC IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019020656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSEPH B. PULSIFER SURVEY, ABSTRACT 498, IN WILLIAMSON COUNTY, TEXAS.

LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- IRON ROD FOUND
- IRON ROD SET



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SHEET 1 OF 1

OCTOBER 11, 2019
Page 219 of 381

JOB No.: 50790-30

Date: Oct 11, 2019, 4:23pm User: P.Graham File: H:\Survey\CIVIL\50790-30\Exhibits\ES5079030_0.306 AC.dwg



FIELD NOTES

FOR

A 0.306 ACRE, OR 13,264 SQUARE FEET, TRACT OF LAND OUT OF A CALLED 1.428 ACE TRACT OF LAND IN DEED TO H4WR PHASE 3A, LLC, RECORDED IN DOCUMENT NO. 2019020656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSEPH B. PULSIFER SURVEY, ABSTRACT NO. 498, IN WILLIAMSON, COUNTY TEXAS. SAID 0.306 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at ½" iron rod found for a northwest corner of said 1.428-acre tract, same being a point in the south terminus line of Skyline Road, a 50-foot right-of-way of Oak Crest Ranchettes, a subdivision according to the plat recorded in Cabinet B, Slide 150 of the Plat Records of Williamson County, Texas, also being the northeast corner of a called 12.84-acre tract recorded in Volume 2477, Pages 240-243 of the Deed Records of Williamson County, Texas for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE N 87°09'37" E, with the south terminus line of Skyline Road, same being the north boundary line of said 1.428-acre tract, a distance of **46.12 feet** to a ½" iron rod found for the southwest corner of Lot 25 of said Oak Crest Ranchettes, same being the northwest corner of a Remnant Portion of a called 747.13-acre tract of land in deed to Georgetown Builders, Inc., recorded in volume 528, page 515 of said Deed Records, also being the northeast corner of said 1.428-acre tract for the northeast corner hereof;

THENCE S 15°26'47" E, with the east boundary line of said 1.428-acre tract, same being the west boundary line of said Remnant Portion, a distance of **52.12 feet** to a ½" iron rod found on a point being the southwest corner of said Remnant Portion, same being the northwest corner of a called 118.457-acre tract of land in deed to H4WR Phase 3A, recorded in Document No. 2019047581 of said Official Public Records, for an angle point in the east boundary line hereof;

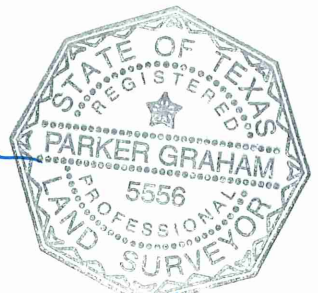
THENCE S 10°41'56" E, continuing with the west boundary line of said 118.457-acre tract, same being the east boundary line of said 1.428-acre tract, a distance of **212.71 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the southeast corner hereof;

THENCE S 79°18'18" W, departing the west boundary line of said 118.457-acre tract, through the interior of said 1.428-acre tract, a distance of **50.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the east boundary line of said 12.84-acre tract, same being the 1.428-acre tract, for the for the southwest corner hereof;

THENCE N 10°41'56" W, with the east boundary line of said 12.84-acre tract, same being the west boundary line of said 1.428-acre tract, for a distance of **270.95 feet** to the **POINT OF BEGINNING**, and containing 0.306 acres of land in Williamson County, Texas. Said tract being described in accordance with a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 50790-30.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 11, 2019
JOB No.: 50790-30
DOC.ID.: H:\Survey\CIVIL\50790-30\Word\FN50790-30_0.306Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parker J. Graham



10/11/2019

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Public Hearing and First Reading of an Ordinance for a **Zoning Map Amendment** to **rezone** an approximately **0.81-acre** tract of land out of the J.B. Pulsifer Survey, Abstract No. 498, also known as the Orville Perry Survey, Abstract No. 10, **from** the **Agricultural (AG) district** to the **Office (OF) district**, for the property generally located at **1340 W University Ave** (2019-6-REZ) -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of the Applicant's Request:

The subject property is part of a larger tract of land that has two zoning districts: Office (OF) on the southern portion along W University Ave, and Agriculture (AG) on the norther portion. The applicant is requesting to rezone the Agriculture (AG) zoned property to Office (OF) to make the whole property consistent with the same zoning 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 meets the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Notification:

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (9 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper on September 15, 2019 and signs were posted on-site. To date, staff has received 44 written comments objecting the request.

Planning and Zoning Commission:

At their October 1, 2019 meeting the Planning and Zoning Commission unanimously recommended approval of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Michael Patroski

ATTACHMENTS:

- Staff Report
- Exhibit 1-Location Map
- Exhibit 2-Future Land Use Map
- Exhibit 3- Zoning Map
- Exhibit 4-Design and development standards of the OF Zoning districts
- Exhibit 5- Letter of Intent
- Exhibit 6 - Public Comments
- Ordinance with Exhibit



Planning and Zoning Commission Planning Department Staff Report

Report Date: October , 2019
Case No: 2019-6-REZ
Project Planner: Michael Patroski, Planner

Item Details

Project Name: Highway 29 MOB
Project Location: 1340 W University Ave, within City Council district No. 2.
Total Acreage: 0.81 acres
Legal Description: 0.81 acres out of the Joseph B. Pulsifer Survey, Abstract No. 498

Applicant: Pape-Dawson, c/o Brent Tuley
Property Owner: NSJS Limited Partnership, c/o Ginger Townley.

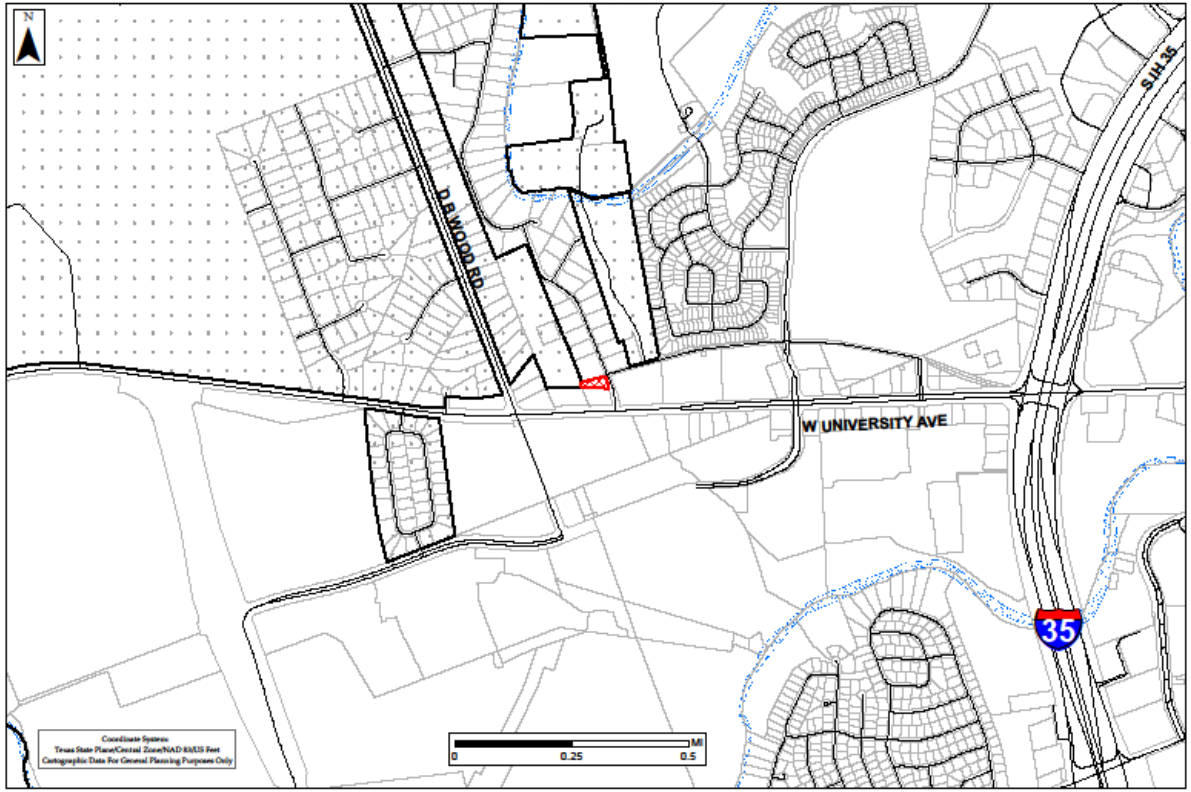
Request: The applicant is requesting to rezone the subject property from **Agricultural (AG)** to **Office (OF)**.

Case History: This case was first scheduled for the August 6, 2019 Planning and Zoning Commission meeting. However, the applicant submitted a request to postpone the case to meet with the surrounding neighbors. This is the first public hearing of this request.



**Location Map
2019-6-REZ
Exhibit #1**

Legend
Site
Parcels
City Limits
Georgetown ETJ



Planning Department Staff Report

Overview of Applicant's Request

The subject property is part of a larger tract of land that has two zoning districts: Office (OF) on the southern portion along W University Ave, and Agriculture (AG) on the northern portion. The applicant is requesting to rezone the Agricultural (AG) zoned portion of the property to Office (OF) to match the southern portion of the property that is currently zoned Office (OF).

Site Information

Location:

The subject property is located at 1340 W. University Ave. This property is located approximately 240 feet northwest of the W. University Ave and River Chase Blvd intersection.

Physical and Natural Features:

The subject property is currently vacant with moderate density tree coverage throughout the eastern and southern portion of the property.

Future Land Use and Zoning Designations:

The subject property borders on the Low Density Residential and Regional Commercial Future Land Use designation. The northern portion of the property is zoned Agricultural (AG), while the southern portion of the property is zoned Office (OF). The subject property is also part of the Scenic-Natural Gateway Overlay district.

Surrounding Properties:

The subject portion of the property is located west of River Chase Blvd. The remaining 1.22 acres of the property to the south is zoned Office (OF) with frontage along W. University Ave. Adjacent uses include the River Chase residential subdivision to the north, commercial uses to the east across River Chase Blvd (currently under construction), vacant Residential Single-Family (RS) zoned property to the west, and First Baptist Church to the south across W. University Ave. Additionally, subject property is west of the Wolf Ranch Town Center development, a regional commercial project that includes anchor retail stores, restaurants and small pad sites, and north and west of the Wolf Ranch Hillwood development that includes commercial, multi-family and single-family residential uses. The development trend for this area displays a concentration of non-residential development along the major arterial roadways.

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:

Planning Department Staff Report

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Residential Single-Family (RS)	Low Density Residential (LDR)	Residential Homes
South	Office (OF)-remaining portion of property, and Residential Single-Family (RS) across W. University Ave	Low Density Residential (LDR) Regional Commercial (RC), and Institutional across W. University Ave	First Baptist Church
East	General Commercial (C-1)	Regional Commercial (RC)	Vacant, proposed development is/Senior Living/Assisted Living Facility
West	Residential Single-Family (RS)	Low Density Residential (LDR)	Vacant



Property History:

The subject property was annexed into the city in 2008 with the designated zoning of Agriculture (AG). The southern portion of the property was annexed into the city in 1986 with the designated zoning of Residential Single-Family. The southern portion of the property was later rezoned in 1998 to Office (OF).

Comprehensive Plan Guidance

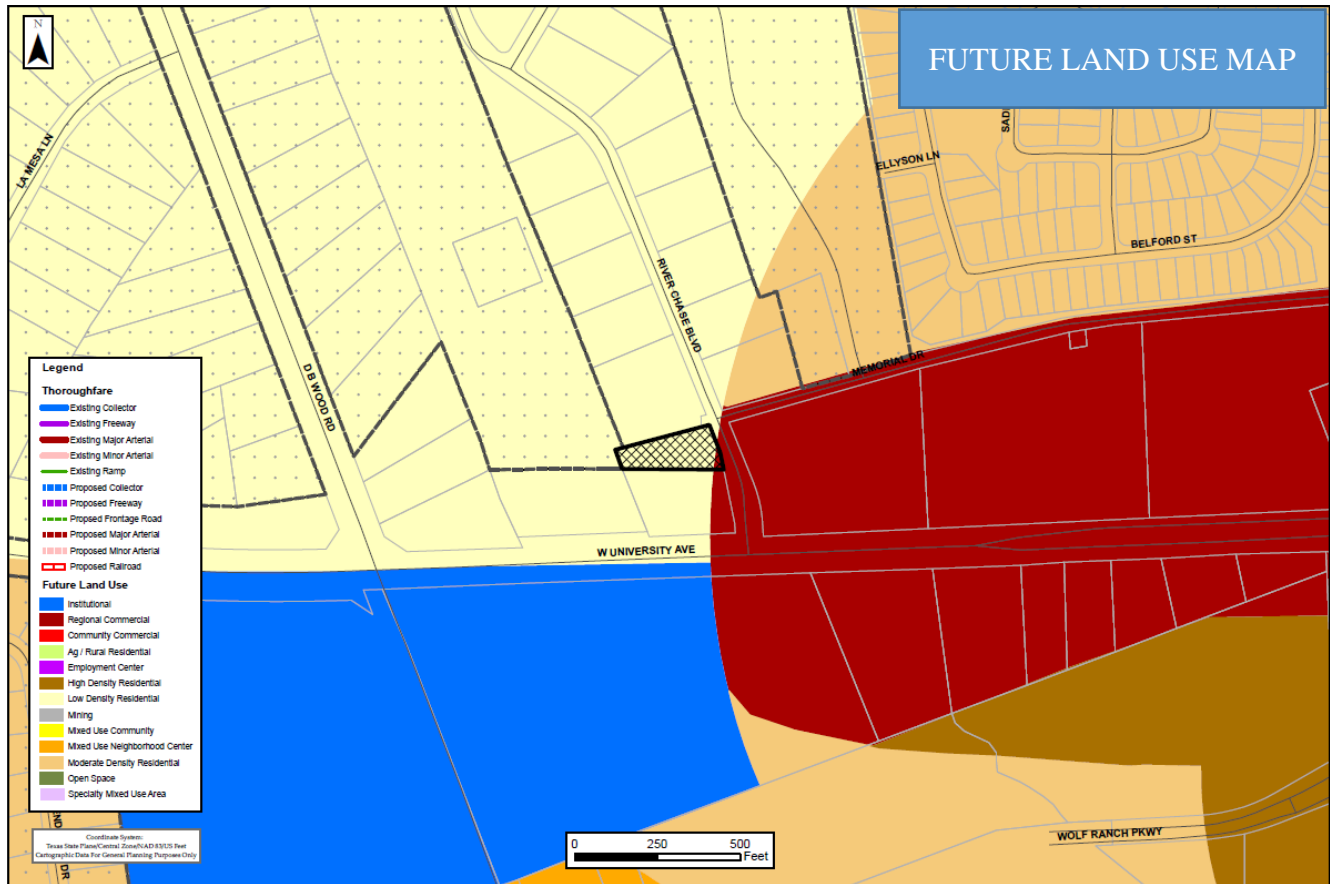
Future Land Use Map: *Low-Density Residential*

The Low Density Residential Future Land Use category includes the city's predominantly single-family neighborhoods that can be accommodated at a density between 1.1 and 3 dwelling units per gross acre. Conservation subdivisions are also encouraged in this land use district. Modifications to development standards applicable to this category could address minimum open space requirements, public facility impacts, and greater roadway connectivity.

This category may also support complementary non-residential uses along arterial roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map. Standards should be established to maximize compatibility of these uses with adjacent land uses, minimize traffic congestion and overloading of public infrastructure, and also ensure a high standard of site, landscape, and architectural design.

Regional Commercial:

The Regional Commercial Future land use category applies to large concentrations of commercial uses that serve or draw a regional market, such as major shopping centers, stand-alone big-box retail, tourist attractions and supporting accommodations, and automobile-oriented commercial uses that rely on convenient access from major transportation routes and highway interchanges. Such properties are often configured in a manner or located in areas that may not be suitable for the introduction of mixed-uses.



Growth Tier: Tier 1A

Tier 1A is the 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; and the Georgetown and Oncor dual service area for electric. It is anticipated that there is 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 portion of the subject property requesting to be rezoned has road frontage along River Chase Blvd, one block north from the W. University Ave intersection. However as this portion is part of a larger tract of land, access to the portion subject to this request is available from W Univeristy Ave, which is classified as an existing Major Arterial in the City’s Overall Thoroughfare Plan. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses.

Planning Department Staff Report

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 connections, and serve much larger traffic volumes over greater distances. River Chase Blvd is identified as a Local Street.

Proposed Zoning District

The Office District (OF) is intended to provide a location for offices and related uses. The uses allowed have relatively low traffic generation. Small areas of the OF District may be appropriate adjacent to most residential uses and as a transition between residential areas and commercial areas. Because of this, the Office zoning district is generally considered a transition zoning to facilitate the ordered development from intense commercial uses to residential.

Some of the permitted uses allowed by right in this district include; Diagnostic Center, Home Health care Services, Medical Office, Dental Office, General Office, Personal Services, Dry Cleaning Services, Printing/Mailing Services, Banking/Financial Services, Commercial Document Storage, Emergency Services Station, Governmental/Post Office, Library/Museum, Social Service Facility, Natural Preserve, Parking Lot, Park-n-Ride, and utilities (minor, intermediate, major). Other uses such as restaurant, data center, business/trade school, day care, church, heliport, farmers market among others are permitted subject to specific design limitations. Certain land uses, including Hotel, Medical Complex, Surgery Center, and Integrated Office Center require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of OF 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	Complies	The subject property has the predominant Future Land Use

Planning Department Staff Report

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
<p>Comprehensive Plan.</p>		<p>Designation of Low Density Residential. This category supports non-residential uses along arterial roadways. With this portion being part of a larger tract that fronts the W University Ave major arterial, the requested Office (OF) district meets the purpose and intent of this land use category. In addition, the Office (OF) district on the entire property will serve as a transition from the major roadway to the residential neighborhood to the north consistent with the goals and policies of the Comprehensive Plan.</p> <p>As previously mentioned, the adjacent property to the east is currently zoned General Commercial (C-3) and is developing multiple commercial projects, including retail and assisted living facility uses. With larger scale development directly across the street of the subject portion, it stands to reason that the rezoning of the property would bring conformity to the site and display consistent development trends along the major arterial. Focusing non-residential development along major roadways and providing a transition into Residentially zoned property is encouraged and achieved through the Office (OF) zoning district.</p>
<p>3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.</p>	<p>Complies</p>	<p>The requested Office (OF) zoning district would not adversely affect the health, safety, or welfare of the City. The southern portion of the property is zoned Office (OF) and the portion subject to this request is located along an existing roadway with available access from two roadways. The request is to designate the entire property with the same zoning district so it may be</p>

Planning Department Staff Report

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		developed cohesively. In addition, as previously stated, the Office (OF) zoning district is often considered a transition zoning to facilitate the orderly development from intense commercial uses to residential.
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 proposed Office (OF) district is compatible with the surrounding zoning districts and uses as this district has been considered appropriate next to residential and a good transition between different of incompatible zoning districts. If this portion of the property were to be rezoned, the subject property would confirm to the adjacent portion to the south.
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies	The applicant is proposing to rezone the subject property to Office (OF), which is currently vacant. The subject property is 0.81 acres with approximately 150 feet of street frontage along River Chase Blvd, and is part of a larger 1.9 acre tract that also has frontage along W. University Ave. Should the rezoning request be approved, office uses at this location would be suitable and obtainable due to its size and location.

Based on the findings listed above, staff finds that the requested Office (OF) zoning district complies with the approval criteria for a Zoning Map Amendment. The subject property is located between a major arterial that has developed with intense commercial uses and a residential neighborhood. This district, should it be approved, will provide a good transition in uses and zoning from this roadway and the ore intense commercial uses along this corridor and the residential neighborhood to the north. In addition, the proposed zoning district would allow the entire property to be developed with the same zoning designation.

Meetings Schedule

October 1, 2019 – Planning and Zoning Commission

October 22, 2019 – City Council First Reading of the Ordinance

November 12, 2019 – City Council Second Reading of the Ordinance

Planning Department Staff Report

Public Notification

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (9 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper on September 15, 2019 and signs were posted on-site. To date, staff has received 44 written comments objecting the request.

Attachments

2019-6-REZ- P&Z Staff Report

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the OF Zoning District

Exhibit 5 – Letter of Intent

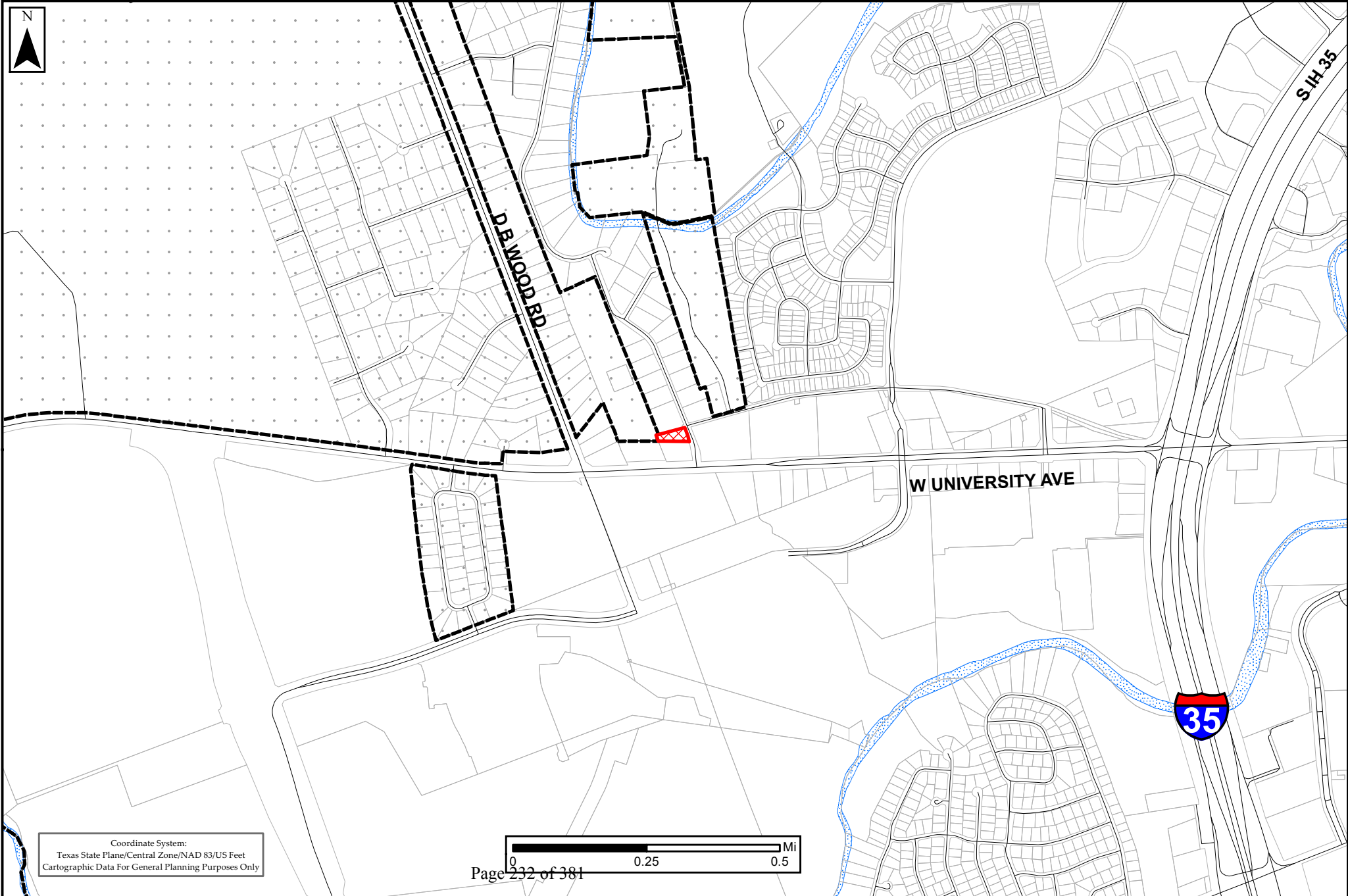
Presentation

Location Map

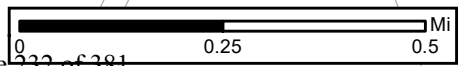
2019-6-REZ

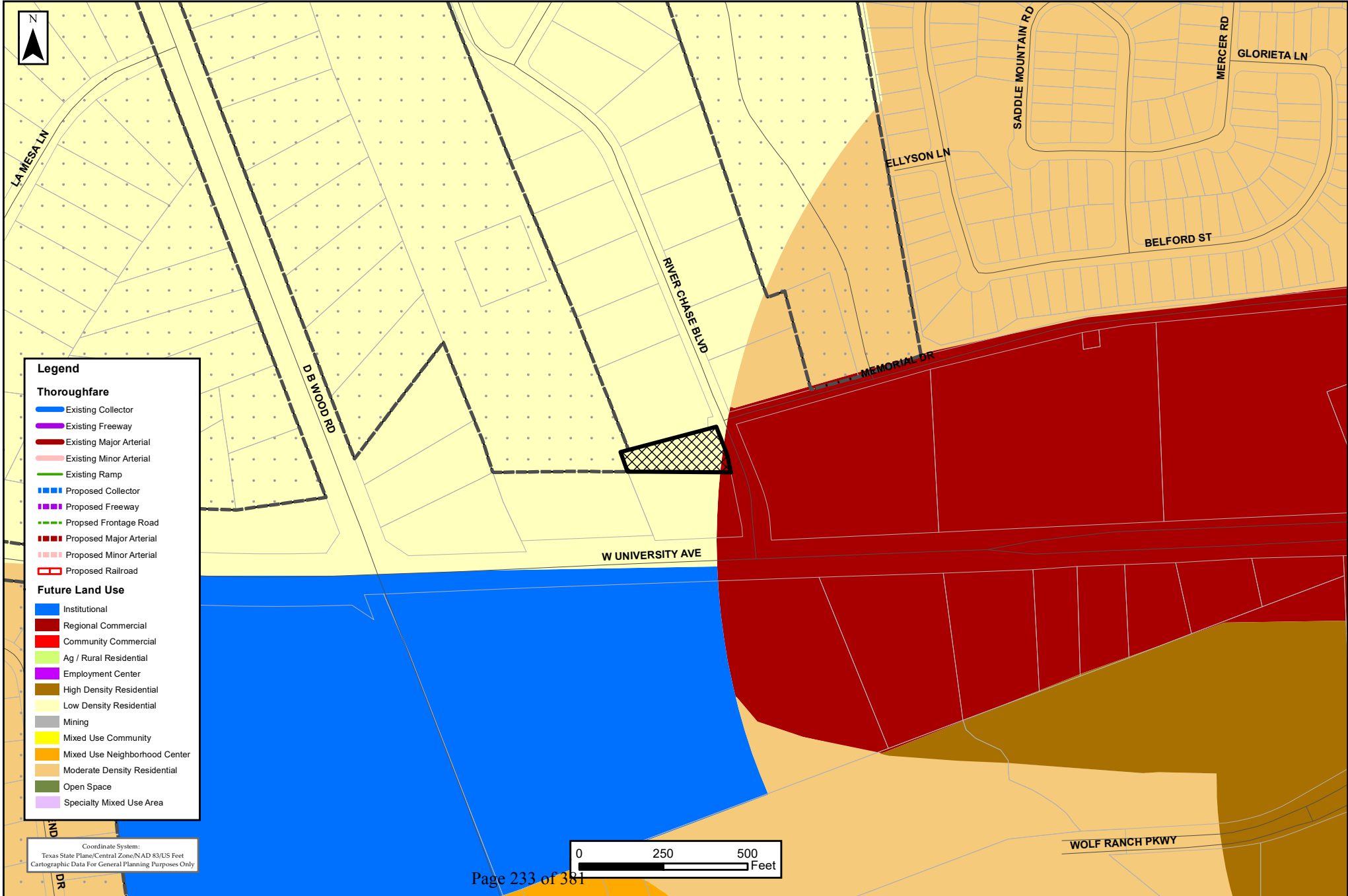
Exhibit #1

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only



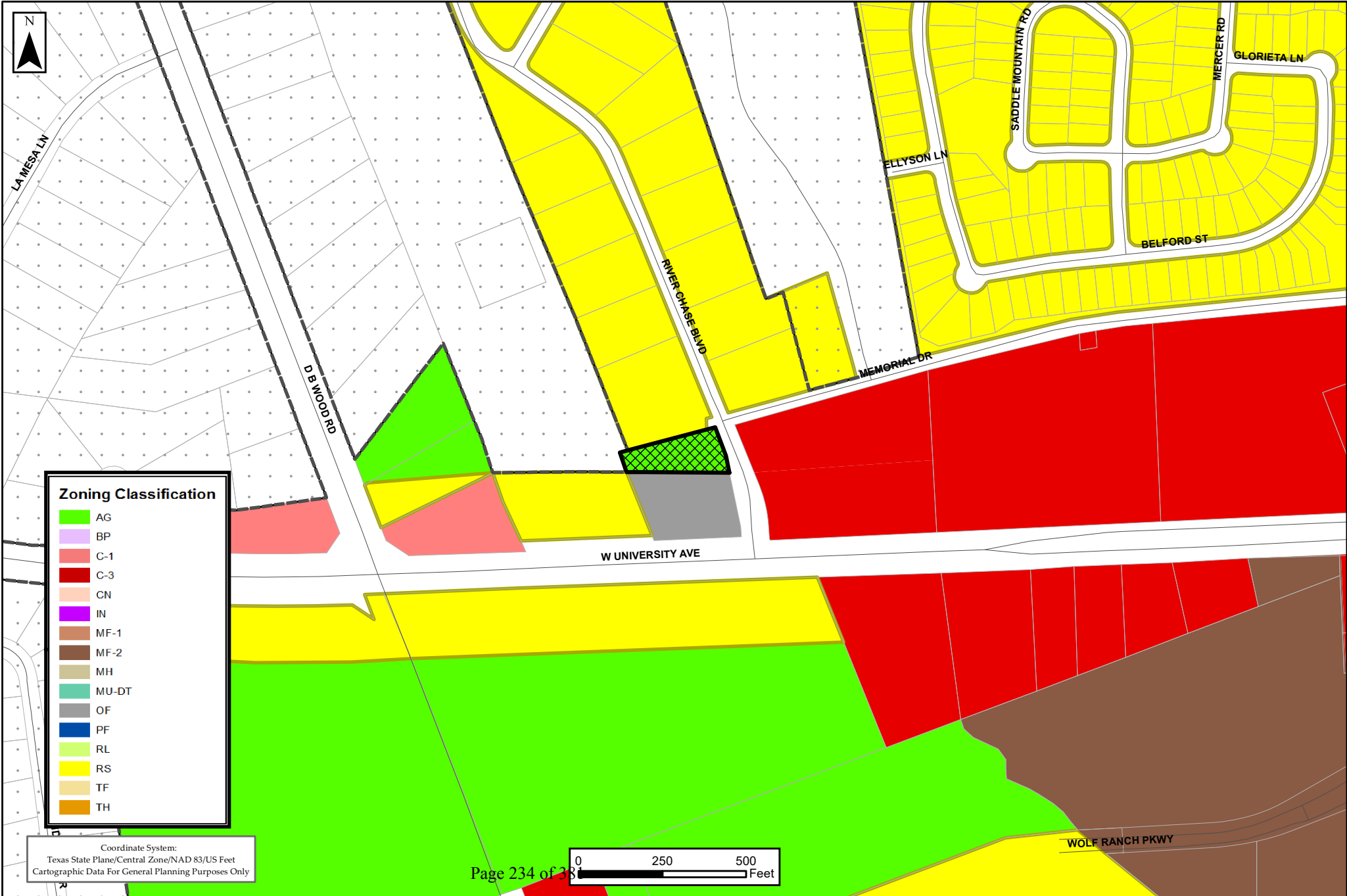


Zoning Information



2019-6-REZ

Exhibit #3

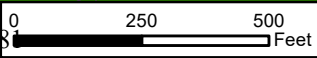
- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Zoning Classification

	AG
	BP
	C-1
	C-3
	CN
	IN
	MF-1
	MF-2
	MH
	MU-DT
	OF
	PF
	RL
	RS
	TF
	TH

Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only





June 28, 2019

Andreina Davila-Quintero
City of Georgetown
406 W 8th Street
Georgetown, Texas 78626

Re: Highway 29 MOB - Rezoning Letter of Intent

Dear Ms. Davila:

The above-mentioned project consists of two tracts totaling approximately 2.016 acres according to Williamson County GIS web map (approximately 1.939 acres per survey included):

- R382109 – NSJS Limited Partnership (Approximately 1.226 acres);
- R382079 – NSJS Limited Partnership (Approximately 0.79 acres)

These tracts are located northwest of the SH-29 & River Chase Boulevard intersection.

Per the City of Georgetown Official Zoning Map Updated in March 2019, the tracts are classified as follows:

- R382109 – OF (Office);
- R382079 – AG (Agriculture)

The proposed development would request tract R382079 to be rezoned to OF (Office) classification.

Pape-Dawson Engineers, Inc. had a pre-application conference with the City of Georgetown staff on April 4, 2019. The intent of the rezoning mentioned above was presented at the pre-application conference and the staff seemed in support of the proposed rezoning.

The site will have access to existing utilities including water, wastewater, electric, gas, and telecommunications.

The land proposed has vehicle access via River Chase Boulevard and SH-29.

The existing tracts are both currently undeveloped.

The zone change would be consistent with the Comprehensive Plan. The Future Land Use Plan (Map 3-13, PG 3.69) designates the site as split between Low Density Residential (LDR) and Regional Commercial (RC). A low-density medical office (MOB) would be commensurate with the Comprehensive Plan.

The zoning change promotes the health safety or general welfare of the City and the safe orderly, and healthful development of the City. A new MOB would directly promote health and safety of the community being a health-related facility. It will offer more medical care for City residents.

The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood. The current site is already zoned for a medical office type of use. It is only a smaller northern strip of the property that is being requested to be rezoned from agriculture.

The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment. This type of low-density development will offer a buffer for the surrounding residential areas from the higher density commercial to the east of River Chase Boulevard.

Please review the attached supporting documentation and contact me with any questions or if any additional information is needed.

Sincerely,
Pape-Dawson Engineers, Inc.



Brent M. Tuley, P.E.
Project Manager

H:\projects\510\80\00\8 Acre tract\Plan Processing\City\Rezoning - 8-AC Tract\Rezoning Application\Application Information\Letter of Intent - Rezoning - MOB.docx



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: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Cheryl Imken
(Please print name)

Signature of Respondent: Cheryl Imken
(Signature required for protest)

Address of Respondent: 122 River Chase Blvd., Georgetown, TX
(Address required for protest)

78628

I am in FAVOR: _____ I OBJECT: _____

Additional Comments:

See attachment

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.

Additional Comments (from Cheryl Imken)

- “AG” parcel **should not be rezoned** so a **buffer** can be maintained with the residence (103 River Chase Blvd.) **which is immediately adjacent** to the proposed Medical Office
- **Have all members of the Planning and Zoning Commission driven by the proposed rezoning site and through the River Chase neighborhood before voting at the 8/6 meeting?**

Equally important is driving west on SH 29 from Wolf Ranch Parkway (past Bluebonnet Plaza construction) and right on River Chase Blvd (where the 4-story Grand Living to the east and the Medical Office to the west will be located) and then right on Memorial Dr. to Wolf Ranch Parkway. **This will give you an idea of the magnitude and impact these commercial sites are having and will continue to have on both the River Chase and Wolf Ranch Subdivisions.**

- Would like Practice Real Estate Group to agree (in writing) to the following requests relative to the proposed Medical Office:

1. Medical Office will be **1 story structure**
2. **Rock wall** will be built between the Medical Office and the adjoining residential property (103 River Chase Blvd.) to provide **privacy and noise reduction**
3. **No evening light spillage** into the neighborhood
4. **No north facing building**
5. **No entrance/exit onto River Chase Blvd**

Note: The proposed entrance/exit at River Chase Blvd. and Memorial Dr. is a **problematic juncture** which the neighborhood has already pointed out to the City with regard to Bluebonnet Plaza and Grand Living developments. **The City is currently looking into conducting a study on this issue; our contact is Assistant City Manager Wayne Reed.**

- **Encroachment of 2 large commercial structures** to the east and west of SH29 and River Chase Blvd. **will redefine and strip away the long standing signed and landscaped south entrance to our neighborhood.**



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Charles F. Densford, Jr. (Please print name)

Signature of Respondent: [Signature] (Signature required for protest)

Address of Respondent: 111 River Chase Blvd, Georgetown, TX 78628 (Address required for protest)

I am in FAVOR: I OBJECT: XXX

Additional Comments:

1 The rezoning of the Agricultural tract adjacent to the Jez residence to allow a multi-story office building in the face of the Jez residence at 103 River Chase Blvd is a grave injustice. If an office bldg is to be built on the tract along Hwy 29, the office complex entrance should be off of Hwy 29, not a residential street!

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.

2 River Chase Blvd was built as a residential street, not a Commercial Road! In addition, Memorial Drive is a poorly built road, barely wide enough for 2 cars to pass each other, and it is in very poor condition. The addition of a commercial building (office) with entrance off of River Chase Blvd, and close to Memorial Drive will result in heavy traffic on both roads, which were not built for heavy traffic, and will cause traffic problems for residents of River Chase subdivision. It will severely exacerbate coming problems on those roads due to coming traffic caused by Blue Bonnet Plaza.

ADDITIONAL COMMENTS (cont'd) - Charles Denstord

- ③ The entrance to River Chase Subdivision off of SH 29 has already become a route to cut through to Wolf Ranch Parkway to avoid the traffic light at Wolf Ranch Pkwy and SH 29. Adding an entrance to the proposed office building off of River Chase Blvd will cause even more "through" traffic from SH 29 to Wolf Ranch Pkwy and reverse. If an office bldg is to be built on SH 29, it should face SH 29, and the entrance to that office bldg should be off of SH 29, not a residential street!
- ④ There seems to be no overriding reason for the office building to be built facing north, away from SH 29/University Avenue, and adjacent to the residential property at 103 River Chase Blvd. The office building can be built facing East, South, or West, with entrance off of SH 29 as are all the other commercial bldgs along SH 29/University Ave.
- ⑤ If the Jez residence at 103 River Chase Blvd. is to be devalued by having an office bldg. built adjacent to it, it would clearly be appropriate, warranted, and just, to have a permanent, well constructed, and attractive wall built to protect it from a spoiled view, and this should be provided by the developers who are ruining the peaceful view this residence now enjoys.
- ⑥ The planning and zoning Commission should take into consideration the damage they have allowed by having entrances to/exits from Blue Bennett Plaza on Memorial Drive and River Chase Blvd. This latest proposal will add to the problems for River Chase Residents caused by traffic in and out of Blue Bennett Plaza as allowed by the City of Georgetown's Planning and Zoning Commission.



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: MILTON and ELLA Jez
(Please print name)

Signature of Respondent: [Signature]
(Signature required for protest)

Address of Respondent: 103 Riverchase, Georgetown 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

object to changing "AG" land to "OF"
CONCERNS ARE: 2 story construction, light spillage, NO SOUND WALL has been planned
(SOUND AND VISUAL block to provide privacy AND ^{provide some degree of} peace and quiet), AG ABIO
provides this buffer - ingress AND egress VIA Riverchase - IS concern - there
does not need to be more of that type of traffic on Riverchase

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.

NOTE: our property directly adjoins the subject property ^{by 7-31-19}
The commercial project if allowed to directly adjoin by taking away the
"AG" buffer would decrease ~~our~~ our property value, take away
much of the tranquility now provided on the south property
line

Thank you [Signature] Page 242 of 381



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Steve & Michele Adams
(Please print name)

Signature of Respondent: Michele Adams
(Signature required for protest)

Address of Respondent: 102 River Chase
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

We are very against this
2 story office building that
will infringe on the homes
closest to hwy 29.

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.



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: A. NELSON AVERY, M.D.
(Please print name)

Signature of Respondent: *A Nelson Avery*
(Signature required for protest)

Address of Respondent: 512 RIVER CHASE BLVD., GEORGETOWN 78628
(Address required for protest)

I am in FAVOR: _____

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.



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: MICHELE B AVERY
(Please print name)

Signature of Respondent: *Michele Avery*
(Signature required for protest)

Address of Respondent: 512 River Chase Blvd
Georgetown, TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

this building will not only ruin the
value of several homes in the
immediate area it will ruin the
aesthetic of the neighborhood. There
should at the very least be a wall built

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.

to hide building and only entrance/exit
on 29. NOT into River Chase.



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Carol Bachelder
(Please print name)

Signature of Respondent: Carol Bachelder
(Signature required for protest)

Address of Respondent: 209 Overlook Ct
(Address required for protest)

I am in FAVOR: _____ I OBJECT: XXXX

Additional Comments:

Once Hwy 29 separated highway is completed, anyone going SB on DB Wood to this new business would likely 'cut-through' River Chase as they would not want to go all the way down to Wolf Ranch Pkwy for a U-turn on 29 or a left on Memorial Dr. Any additional traffic through River Chase is a safety hazard to River Chase residents.

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.

A back entrance on River Chase to this proposed business is "Totally" unacceptable.



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

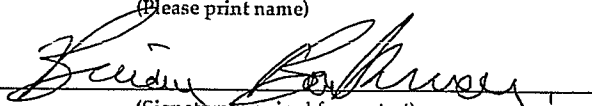
Comments from Neighboring Property Owners

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Brian Barkman
(Please print name)

Signature of Respondent: 
(Signature required for protest)

Address of Respondent: 204 Overlook Court, georgetown TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

- 1. That the AG portion of the property not be rezoned
- 2. That only a 1 story building be constructed
- 3. That a permanent wall be built between the property and 103 River Chase Blvd
- 4. That there be no entrance/exit to the building off River Chase Blvd
- 5. That there be no light "spillage" into the neighborhood
- 6. That any office space entrance not face the River Chase Subdivision or residences, e.g, not face north.

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.



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Wanda Barkman
(Please print name)

Signature of Respondent: Wanda Barkman
(Signature required for protest)

Address of Respondent: 204 Overlook Court, georgetown TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

1. That the AG portion of the property not be rezoned
2. That only a 1 story building be constructed
3. That a permanent wall be built between the property and 103 River Chase Blvd
4. That there be no entrance/exit to the building off River Chase Blvd
5. That there be no light "spillage" into the neighborhood
6. That any office space entrance not face the River Chase Subdivision or residences, e.g, not face north.

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Julia Brister
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 380 River Chase Blvd, Georgetown TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

The property in question provides a shield between Hwy 29 and the properties of River Chase. To put a driveway to an office bldg off of River Chase Blvd would create traffic congestion for the home owners. The AG zoning is appropriate and should not be changed!

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Scott Brister
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 380 River Chase Blvd. Georgetown TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

The AG zoning is appropriate.

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.



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: James Callas
(Please print name)

Signature of Respondent: *James Callas*
(Signature required for protest)

Address of Respondent: 113 Tawkisley Circle
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

I request that only a 1-story building be
constructed; that a permanent wall be
built between the property & 103 River Chase Blvd;
and that any office space entrance not face north.

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.



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: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Michelle Callas
(Please print name)

Signature of Respondent: Michelle Callas
(Signature required for protest)

Address of Respondent: 113 Tanksey Circle
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

I request the AG portion of the property NOT be
rezoned. I also request there be no
entrance / exit to the building off River chase Blvd.
Also, that there be no light spillage in to the
neighborhood.

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.



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Joseph & Sarah Drinkwater
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 132 Tankley Circle
(Address required for protest)

I am in FAVOR: /

I OBJECT: Rezoning

Additional Comments:

* Not be rezoned
* Alternate option: Only 1 story building, permanent wall
between the property and 103 River Chase Blvd,
No office space entrance ~~at~~ face the River Chase subdivision.

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.



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Thomas Clark
(Please print name)

Signature of Respondent: Thomas Clark
(Signature required for protest)

Address of Respondent: 521 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____

I OBJECT: ✓

Additional Comments:

1. **That the AG portion of the property not be rezoned**
2. **That only a 1 story building be constructed**
3. **That a permanent wall be built between the property and 103 River Chase Blvd**
4. **That there be no entrance/exit to the building off River Chase Blvd**
5. **That there be no light "spillage" into the neighborhood**
6. **That any office space entrance not face the River Chase Subdivision or residences, e.g, not face north.**

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.



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

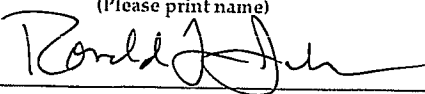
You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: RON IMKEN

(Please print name)

Signature of Respondent: 

(Signature required for protest)

Address of Respondent: 122 RIVER CHASE BLYD, GEORGETOWN 78628

(Address required for protest)

I am in FAVOR: _____

I OBJECT: X

Additional Comments:

The North (0.79) acres should be maintained AG to provide a buffer between the office development and River Chase subdivision .In addition
1) No entrance/exit on River Chase, 2) NO north facing office entrance,
3) A rock barrier/wall adjacent to 103 River Chase East-West property line, 4) preservation of as many trees as possible

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.



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Sonya Jett
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 401 River Chase Blvd, Georgetown
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

I am opposed to rezoning the Agricultural portion. I am
opposed to a building that is higher than 1 story. I would
like to see a permanent wall built between any commercial
building and our subdivision. I am opposed to any commercial

business entrance/exit onto River Ridge Blvd. I am opposed to the
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.

planned commercial building facing north - it should face
south. I am opposed to any light spillage of traffic
into our neighborhood.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Tra & Roba Marchbanks
(Please print name)

Signature of Respondent: J. D. Marchbanks
(Signature required for protest)

Address of Respondent: 315 River Chase Ct.
(Address required for protest)

I am in FAVOR: _____

I OBJECT: _____

Additional Comments:

Too much traffic on River Chase Blvd.

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Debbie Maroff
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 123 Riverchase Blvd
(Address required for protest)

I am in FAVOR: _____ I OBJECT: [Handwritten Initials]

Additional Comments:

(1) one story building only (2) a permanent wall be constructed Blw the property + 103 River Chase Blvd (3) no entrance/exit to building off River Chase Blvd (4) no light intrusion into neighborhood (5) NO BUILDING entrance facing River Chase subdivision or residences

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: ROB S. MARETT
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 123 RIVER CHASE BLVD
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓ RSM

Additional Comments:

- ① 1 STORY BUILDING ONLY.
- ② A PERMANENT WALL BE CONSTRUCTED BETWEEN THE PROPERTY + 103 RIVERCHASE BLVD.
- ③ NO ENTRANCE/EXIT TO BUILDING OFF RIVERCHASE BLVD.
- ④ NO LIGHT INTRUSION INTO NEIGHBORHOOD
- ⑤ NO ^{BUILDING} ENTRANCE FACING RIVER CHASE SUBDIVISION OR RESIDENCES.

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Lori L. Palazzo MD
(Please print name)

Signature of Respondent: Lori L. Palazzo MD
(Signature required for protest)

Address of Respondent: 524 River Chase Blvd Georgetown, TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

Requesting that any office space entrance NOT face River Chase Subdivision (North)

- * no light spillage into neighborhood
- * No entrance/exit to building off River Chase Blvd
- * Only 1 STORY not 2 stories

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Allison P. Remy
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 314 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____

I OBJECT: [Handwritten mark]

Additional Comments:

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Chris Putney, MD.
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 344 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Cassleen Rye
(Please print name)

Signature of Respondent: Cassleen Rye
(Signature required for protest)

Address of Respondent: 205 OVERLOOK COURT, GEORGETOWN 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

I would respectfully request that the project compliment the residential neighborhood it will be bordering.

The entrance should be off of HWY 29 without access from River Chase Blvd. to help maintain the integrity of the neighborhood. I understand commercial

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development & the benefits it brings but the residents should also be given consideration.

Please build a one-story building.

Thank you.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Joe Ryan
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 205 Overlook Ct.
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

Please consider the fact that this commercial project will be right on the edge of a residential property. A 1 story building should be built to fit with area & access should only be from Hwy 29 - not River Chase Blvd.

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Virginia Senchack
(Please print name)

Signature of Respondent: Virginia Senchack
(Signature required for protest)

Address of Respondent: 3600 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

- ① Major traffic congestion at intersection of Hwy 29, River Chase Blvd & Memorial Dr.
- ② Affects marketability of our neighborhood, attractiveness of our entry.
- ③ No buffer between commercial & residential.

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Benjamin Tanner
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 312 River Chase Blvd., Georgetown, TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: +

Additional Comments:

No entrance or exit off River Chase Blvd.
Neighborhood already has traffic concerns.
Building should face Highway 29, not the
neighbor hood.

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Gina Tanner
(Please print name)

Signature of Respondent: Gina Tanner
(Signature required for protest)

Address of Respondent: 312 River Chase Blvd, Georgetown, TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

A6 portion of this property should not be rezoned. Only a 1 story building should be allowed. Developer should build a wall around property to protect neighborhood.

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Royce Wayne Estes
(Please print name)

Signature of Respondent: R Wayne Estes
(Signature required for protest)

Address of Respondent: 110 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____

I OBJECT: X

Additional Comments:

a permanent wall needs to be constructed at 103 River Chase
object to the entrance/exit being on River Chase
object to the bldg entrance facing the sub-division

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Annette Lykes
(Please print name)

Signature of Respondent: Annette Lykes
(Signature required for protest)

Address of Respondent: 320 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments: We request!

We request aq portion not be rezoned

We request only a 1 story building be constructed

Permanent wall between the property & 103 River Chase Blvd

no entrance / exit to the building off River Chase Blvd (neighborhood entrance)

There be no light spillage into the neighborhood

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.

That any office space entrance not face the River Chase subdivision or residences, e.g., not face north



CITY OF GEORGETOWN
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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: KATHLEEN PORTEOUS
(Please print name)

Signature of Respondent: Kathleen Porteous
(Signature required for protest)

Address of Respondent: 106 River Chase Blvd, Georgetown
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

I am against the re-zoning of the land
of Hwy 29 on on River Chase Blvd at the
entry of Hwy 29 referred to on Case # 2019-6-REZ

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Jay & Carol Powers
(Please print name)

Signature of Respondent: Carol A Powers
(Signature required for protest)

Address of Respondent: 141 Tanksley Circle
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

1. The AG portion of the property should not be rezoned
2. That there be no entrance or exit to the building off River Chase Blvd
3. No light at the entrance of our neighborhood

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.

4. A permanent wall be built between the property & our neighbor at 103 River Chase Blvd.
5. The office space entrance not face North or toward the Riverchase Subdivision
6. Only a one-story building be constructed.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Cathy Summers
(Please print name)

Signature of Respondent: Cathy Summers
(Signature required for protest)

Address of Respondent: 133 Jamesley Circle
(Address required for protest)

I am in FAVOR: _____

I OBJECT: _____

Additional Comments:

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Kurtiss E. Summer
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 133 Tanksley Circle
(Address required for protest)

I am in FAVOR: _____ I OBJECT:

Additional Comments:

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Kirby Tyndell
(Please print name)

Signature of Respondent: Kirby Tyndell
(Signature required for protest)

Address of Respondent: 388 River Chase Blvd. Georgetown, TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I specifically object rezoning the currently zoned AG property to OF. The intrusion of the ^{proposed} development (and re-zoning) on the property owners at 103 River Chase Blvd. is unacceptable

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.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Georgann Whitley
(Please print name)

Signature of Respondent: Georgann Whitley
(Signature required for protest)

Address of Respondent: 343 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____

I OBJECT: X

Additional Comments:

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Todd Whitley
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 343 River Chase Blvd
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

The office building needs to face Hwy 29 and there needs to be a buffer placed between the residence and the proposed office building. Additionally, it needs to be 1 story and there should be no need for an entrance off of River Chase.

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.

Little thought for our neighborhood has gone into this design.



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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: DAVID S. WINSTON
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 405 MASON RANCH DR. GEORGETOWN, TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: [Handwritten Checkmark]

Additional Comments:
SEE RIVER CREEK HOA LETTER

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.



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: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: William Orr
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 515 River Chase Blvd
Georgetown TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I object to re-zoning the AG portion of the property, object to any building over one story, request a permanent wall between property and 122 River Chase, ^{no} entrance/exit on River Chase Blvd, no light spillage into River Chase Office

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.

entrance not face north.



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Deborah S Orr
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 515 River Chase Blvd Georgetown Tx 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I object to rezoning the AG portion of the property,
object to any building over one story and request
permanent wall between property and 103 River Chase Blvd
no light spillage into River Chase no entrance/exit on

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.

River Chase. Office entrance NOT to face north.



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: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Melissa Bergeson
(Please print name)

Signature of Respondent: [Signature]
(Signature required for protest)

Address of Respondent: 368 River Chase Blvd.
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I am not opposed to growth, but I am concerned with it being handled responsibly so as not to negatively impact those around us currently proposed. I believe this office space would have a negative impact on the

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.

neighborhood due, mainly, to the sharing of our neighborhood's primary entrance, as well as the potential for this structure to be two story and minimal easement to the neighborhood and homes. I request an HOA's to requested items concerning the rezoning.



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Sarah Geyer
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 208 Overlook Ct. Georgetown 78628
(Address required for protest)

I am in FAVOR: _____

I OBJECT: X _____

Additional Comments:

I strongly oppose this section of ^{AG} land in a residential area to be re-zoned to commercial use. I also oppose the entrance/exit being on River Chase Blvd & the building entrance facing the neighborhood.

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.



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: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Mark Geyer
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 208 Overlook Ct, Georgetown, TX 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

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.



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: 1340 W University Ave

Project Case Number: 2019-6-REZ P&Z Date: August 6, 2019 Case Manager: Michael Patroski

Name of Respondent: Jim Tusley
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 117 Tanksley Circle, Georgetown 78628
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

This building will just create additional traffic on
this section of Hwy 29/University which is already
incredibly overbuilt with no adequate planning to
deal with what is becoming a traffic nightmare and hence
safety issue

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.

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the official Zoning Map to rezone an approximately 0.81-acre tract of land out of the J.B. Pulsifer Survey, Abstract No. 498, also known as the Orville Perry Survey, Abstract No. 10, from the Agricultural (AG) district to the Office (OF) 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"):

0.81 acres out of the J.B. Pulsifer Survey, Abstract No. 498, also known as the Orville Perry Survey, Abstract No. 10, as recorded in Document Number 199984627 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 October 1, 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 October 22, 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 Office District (OF), in

Ordinance Number: _____

Page 1 of 2

Description: Highway 29-MOB

Case File Number: 2019-6-REZ

Date Approved: November 12, 2019

Exhibits A-B Attached

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 22nd day of October, 2019.

APPROVED AND ADOPTED on Second Reading on the 12th day of November, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number: _____

Description: Highway 29-MOB

Date Approved: November 12, 2019

Page 2 of 2

Case File Number: 2019-6-REZ

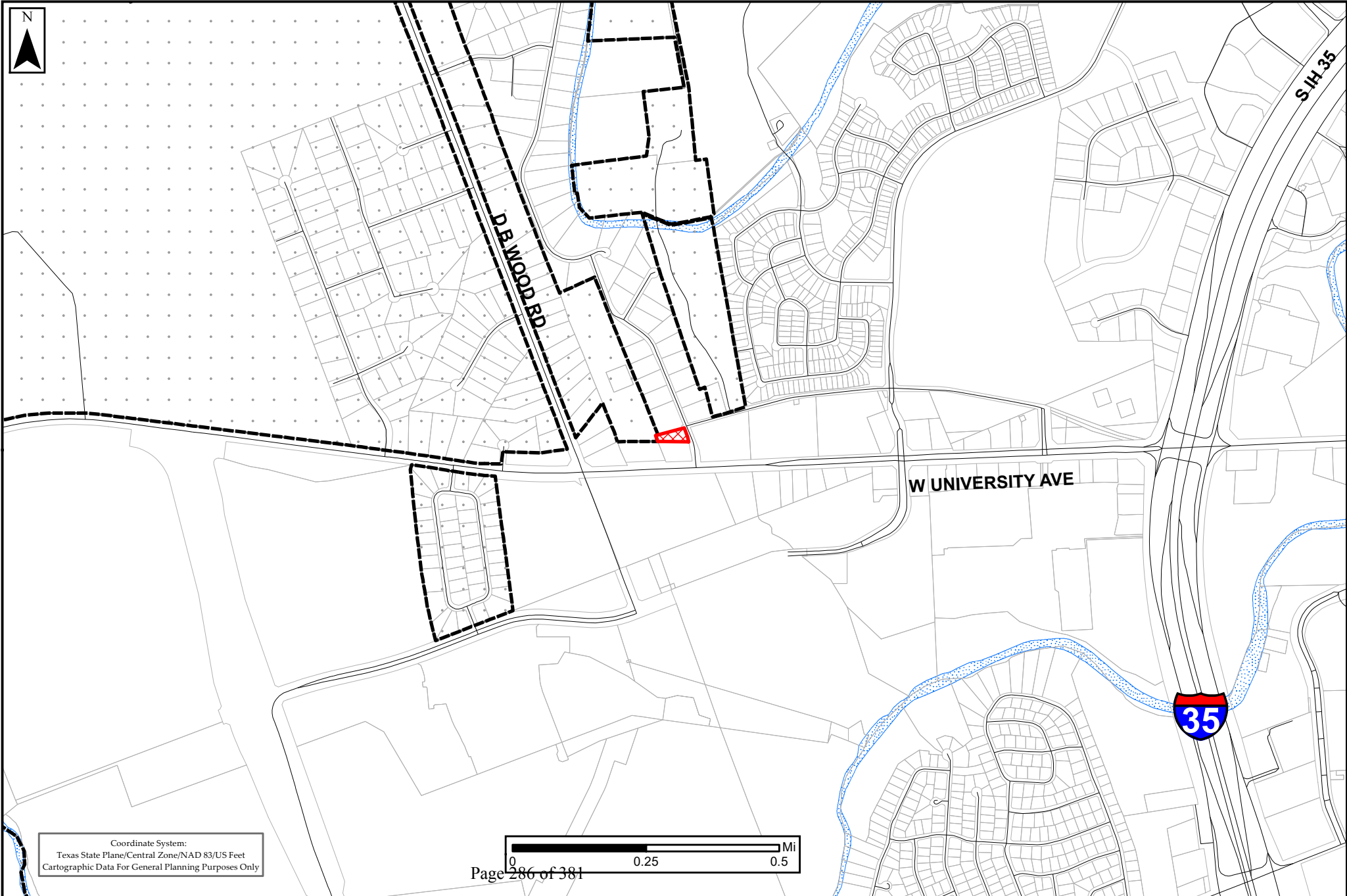
Exhibits A-B Attached

Location Map

2019-6-REZ

Exhibit #A

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only

FIELD NOTES
FOR

A 0.81 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 10.008 ACRE TRACT CONVEYED TO NSJS LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 199984627 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING SITUATED IN THE JOSEPH B. PULSIFER SURVEY, ABSTRACT NO. 498, IN WILLIAMSON COUNTY, TEXAS. SAID 0.81 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a point in the west right-of-way line of River Chase Blvd., said point being the northeast corner of the Remnant Portion of said 10.008-acre tract, same being the southeast corner of Lot 16, Block D of River Chase, a subdivision according to the plat recorded in Cabinet Q, Slide 186 of the Plat Records of Williamson County, Texas for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE S 22°02'54" E, with the west right-of-way line of said River Chase Blvd., same being the east boundary line of said Remnant Portion, a distance of **88.32 feet** to a point of tangent curvature hereof;

THENCE Along the arc of a curve to the right, having a **radius of 615.00 feet**, a **central angle of 06°10'08"**, a **chord bearing and distance of S 18°57'50" E, 66.18 feet**, for an **arc length of 66.21 feet** to a point of non-tangency for the southeast corner hereof;

THENCE S 87°39'29" W, departing the west right-of-way line of said River Chase Blvd., through the interior of said Remnant Portion, a distance of **307.66 feet** to a point in the east boundary line of a called 2.00-acre tract conveyed to Ricky Lane Peterson recorded in Document No. 9804192 of the Official Records of Williamson County, Texas, same being the west boundary line of said 10.008 acre tract for the southwest corner hereof;

THENCE N 21°43'41" W, with the west boundary line of said 10.008-acre tract, same being the east boundary line of said 2.00-acre tract, a distance of **84.95 feet** to a point in the south boundary line of a called 15.00-acre tract conveyed to Ricky Lane Peterson recorded in Document No. 9804192 of the Official Records of Williamson County, Texas for the northwest corner hereof;

THENCE N 74°37'53" E, with the north boundary line of said 10.008-acre tract, in part with the south boundary line of said 15.00-acre tract and the south boundary line of said Lot 16, a distance of **294.73 feet** to the **POINT OF BEGINNING** and containing 0.81 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground by Pape Dawson Engineers, Inc. under Job. No. 51002-00

This document was prepared under 22 STAC 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 18, 2019
JOB No.: 51002-00
DOC.ID.: H:\Survey\CIVIL\51002-00\Word\FN51002-00_0.81Ac_Zoning.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parker G. Graham



City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Public Hearing and **First Reading** of an Ordinance for the **voluntary annexation** of an approximate **1.123-acre** tract in the J.B. Pulsifer Survey, Abstract No. 498, for the property generally located at **34 Skyline Drive** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 1.123-acre tract generally located at 34 Skyline Road. The subject property has a Future Land Use designation of Moderate Density Residential.

The item under consideration tonight is to conduct the public hearing and take action on the proposed annexation request.

Meeting Schedule:

- 9/10/2019 – City Council Grant Petition for Annexation - COMPLETED
- 10/8/2019 – City Council Agrees to Municipal Services Agreement - COMPLETED
- 10/22/2019 – City Council Public Hearing and First Reading of Ordinance - TONIGHT
- 11/12/2019 – City Council Second Reading of Ordinance

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:

Ethan Harwell, Planner

ATTACHMENTS:

Ordinance

Exhibit A - Location Map

Exhibit B - Metes and Bounds Description

Exhibit C - Municipal Services Agreement

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 consisting of 1.123 acres, more or less, in the J.B. Pulsifer Survey, Abstract No. 498, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City"), pursuant to Local Government Code Section 43.0671; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the Georgetown City Council approved a Municipal Services Agreement for the subject property on October 8, 2019; and

Whereas, the Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; 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.

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits 1.123 acres in the J.B. Pulsifer Survey, Abstract No. 498, as shown in "Exhibit A" and as described in "Exhibit B" of this ordinance (the "Property"). The Property is hereby included in City Council District 2, as it is adjacent to Council District 2 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 3. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Agriculture (AG) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation the Property shall have a zoning of Agriculture (AG). The City's Official Zoning Map shall be amended accordingly.

Section 4. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit "C" and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 5. 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 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 and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 22nd day of October, 2019.

Passed and Approved on Second Reading on the 12th day of November, 2019.

The City of Georgetown:

Attest:

Dale Ross
Mayor

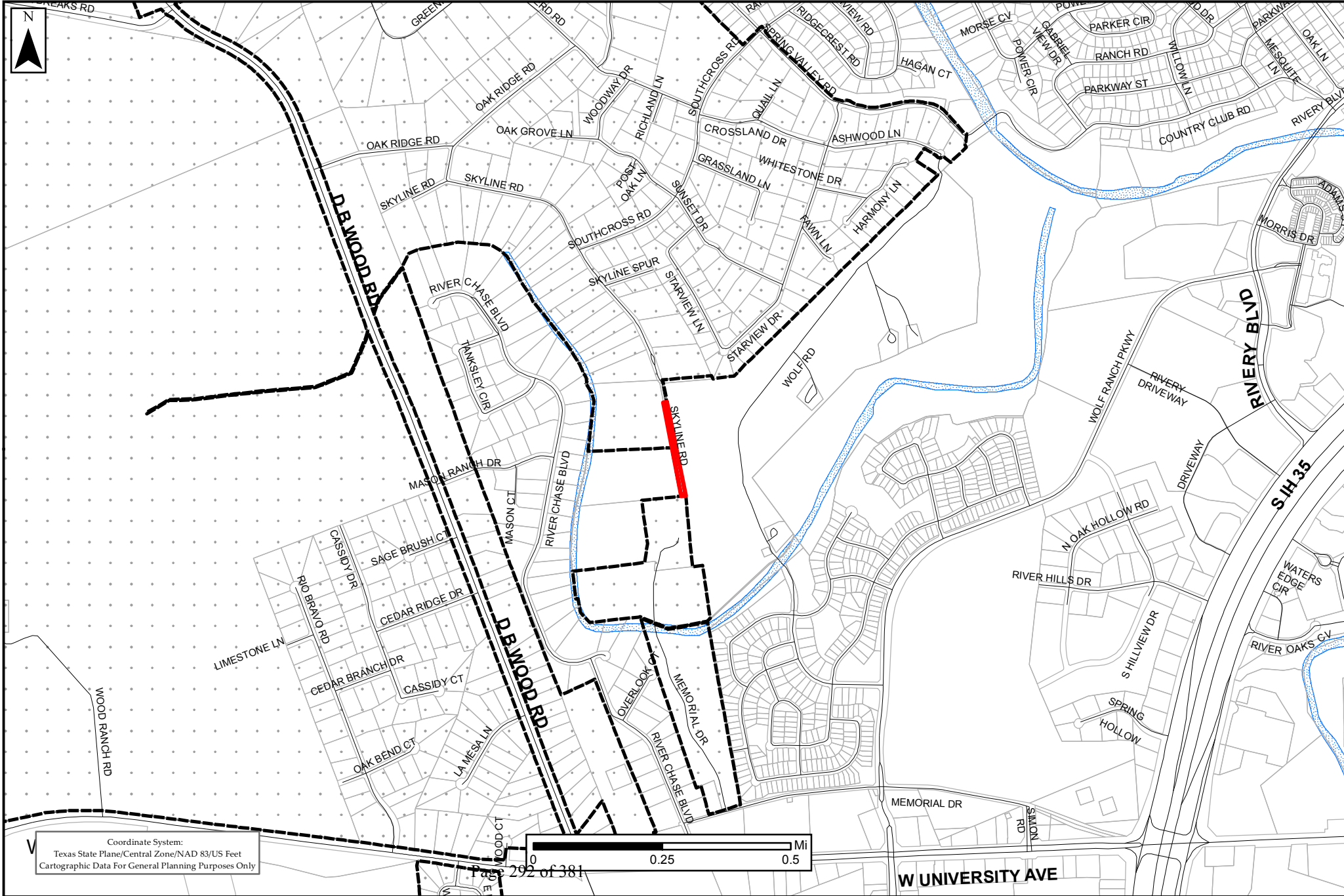
Robyn Densmore, TRMC
City Secretary

Approved as to form:

Charlie McNabb
City Attorney

Location Map 2019-5-ANX Exhibit #1

- Legend**
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only

W UNIVERSITY AVE

EXHIBIT "A"

BEING A 1.123 ACRES OF LAND OUT OF THE J. B. PULSIFER SURVEY, ABSTRACT 498, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.428 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO H4WR PHASE 3A, LLC RECORDED IN DOCUMENT NUMBER 2019020656 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" on the north line of a called 7.21 acre tract described in deed to Andrew Glenn Mahaffey and wife, Linda Boyd Mahaffey recorded in Volume 2031, Page 413 of the Official Records of Williamson County, Texas (O.R.W.C.T.), the southeast corner of a called 23.120 acre tract described as Tract I in deed to Ashby Signature Homes, LLC recorded in Document Number 2018098005 of the O.P.R.W.C.T. same being the southwest corner of the herein described, from which a 1/2-inch iron rod found for the northwest corner of said 7.21 acre tract bears South 83°39'51" West 370.81 feet;

THENCE North 10°42'16" West with the east line of said Tract I, passing at a distance of 540.77 feet a 1/2-inch iron rod found for the northeast corner of said Tract I and the southeast corner of a called 12.84 acre tract described in deed to Mark L. Price and wife, Paula H. Price recorded in Volume 2477, Page 240 of the O.R.W.C.T., continuing for a total distance of **976.75 feet** with the east line of 12.84 acre tract to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" for the northwest corner of the herein described, from which the a 1/2-inch iron rod found for the northwest corner of the 1.428 acre tract bears North 11°48'37" West 272.08 feet;

THENCE North 79°16'21" East 50.00 feet through said 1.428 acre tract with the north line of the herein described to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" for the northeast corner of the herein described and on the west line of a called 162.77 acre tract described as Tract Two, Parcel Two in deed to Wolf Legacy, LP recorded in Document Number 2013096273 of the O.P.R.W.C.T., from which a 1/2-inch iron rod found for an angle point in the west line of said 1.428 acre tract bears North 10°38'40" West 212.87 feet;

THENCE South 10°42'21" East 980.12 feet with the east line of the herein described and the west line of said 162.77 acre tract to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" for the northeast corner of said 7.21 acre tract same being the southeast corner of the herein described;

THENCE South 83°07'56" West 50.14 feet with the north line of said 7.21 feet to the **POINT OF BEGINNING** and containing 1.123 acres of land.

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.

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.



8-22-2019

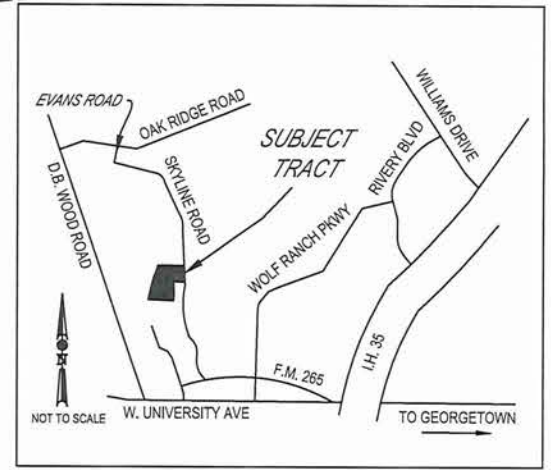
Cory Blake Silva

Registered Professional Land Surveyor No. 6500



Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), State Plane Coordinate System of Texas, Central Zone, 4203, US Survey Foot, Grid.

CATEGORY 1A LAND TITLE SURVEY OF
 A 1.123 ACRE TRACT OF LAND LOCATED IN THE J. B. PULSIFER SURVEY,
 ABSTRACT NO. 498, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION
 OF A CALLED 1.428 ACRE TRACT OF LAND AS CONVEYED TO H4WR PHASE
 3A, LLC, OF RECORD IN DOCUMENT NO. 2019060106 OF THE OFFICIAL
 PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



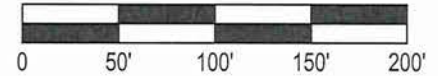
LOCATION MAP

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCED SHOWN HEREON ARE GRID UNITS.
2. REFERENCED PROPERTY IS IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 290 OF 750, COMMUNITY PANEL NO. 4849C0290E, DATED SEPTEMBER 26, 2008.
3. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT.



SCALE: 1"=100'



N11° 48' 37" W 272.08'
 N10° 38' 40" W 212.87'

N79° 16' 21" E 50.00'

MARK L. PRICE AND WIFE, PAULA H. PRICE
 (12.84 AC)
 VOL. 2477, PG. 240
 O.P.R.W.C.T.

ORVILLE PERRY
 ABSTRACT NO. 10

WOLF LEGACY, LP
 (TRACT TWO, PARCEL TWO 162.77 AC)
 DOC. NO. 2013096273
 O.P.R.W.C.T.

ASHBY SIGNATURE HOMES, LLC
 (TRACT I, 23.120 AC)
 DOC. NO. 2018098005
 O.P.R.W.C.T.

N10° 42' 16" W 976.75'
 S10° 42' 21" E 980.12'

540.71'
 1.123 ACRE TRACT

P.O.B.
 S83° 07' 56" W 50.14'

S83° 39' 51" W 370.81'

ANDREW GLENN MAHAFFEY AND
 WIFE, LINDA BOYD MAHAFFEY
 (7.21 AC)
 VOL. 2031, PG. 413
 O.R.W.C.T.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

CORY BLAKE SILVA DATE: 8-22-2019
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6500
 CSILVA@MATKINHOOPER.COM
 JOB NO. 19-5041

LEGEND

- P.O.B.
- O.R.
- O.P.R.
-
-

POINT OF BEGINNING
 OFFICIAL RECORDS
 OFFICIAL PUBLIC RECORDS
 1/2" IRON ROD FOUND (UNLESS NOTED)
 SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER
 ENG. & SURVEY" PLASTIC CAP



ENGINEERING & SURVEYING
 HEADQUARTERS
 8 SPENCER ROAD SUITE 300
 BOERNE, TEXAS 78006
 OFFICE: 830.349.0600 FAX: 830.349.0099
 3303 SHELL ROAD SUITE 3
 GEORGETOWN, TEXAS 78628
 OFFICE: 512.868.2244
 GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
 BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10034000
 BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512
 CIVIL ENGINEERS SURVEYORS LAND PLANNERS
 CONSTRUCTION MANAGERS CONSULTANTS

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND Ashby Signatures Homes, LLC

This Municipal Services Agreement (“Agreement”) is entered into on the 26 day of September, 2019 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas (“City”) and Ashby Signature Homes, LLC. (“Owner”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the “Effective Date”);

WHEREAS, Owner owns certain parcels of land located at Approx. 34 Skyline Road, which consists of approximately 1.123 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference (“Property”);

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2019-5-ANX (“Annexation Case”);

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
- i. Fire Protection and Emergency Medical 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.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
 - iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area
 - vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

- viii. 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.
 - ix. 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 in accordance with City ordinances, standards, policies and procedures.
 - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.
 - xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (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) in the annexed area
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City’s extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.
 - c. 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.

- d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
 9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
 10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN

Ashby Signature Homes, LLC.

By:



Dale Ross
Mayor

By:

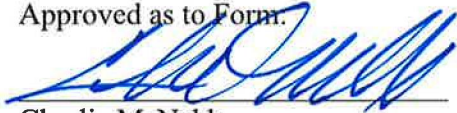


By:



Name: Norm Ashby
Title: Owner

Approved as to Form.



Charlie McNabb
City Attorney

Attest:



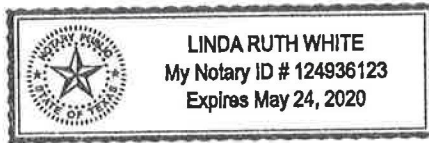
Robyn Densmore
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 8th day of October, 2019, by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: Linda Ruth White

Notary Public, State of Texas

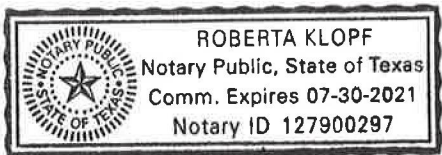


State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 26 day of September, 2019, by Norm Ashby, owner of [Name of individual signing, title (if any)] on behalf of said Ashby Signature Homes [insert name of company or individual where applicable]. LLC

By: Roberta Klopff

Notary Public, State of Texas



After Recording Return to

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Second Reading of an Ordinance on a request to **rezone** approximately **0.165** acres out of Lots 5 and 8, Block 38, City of Georgetown and a **portion W 6th St** a 60-foot wide roadway **from the Residential Single-Family (RS) district to the Mixed Use Downtown (MU-DT) district**, generally located at **601 S Main Street** (2019-13-REZ) -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of the Applicant's Request:

The applicant is proposing to rezone the subject property to Mixed Use Downtown (MU-DT) to conform to the zoning of the adjacent properties.

Staff Findings:

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 in the attached staff report.

Public Comments:

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (36 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (September 1, 2019) and a sign was posted on-site.

Planning & Zoning Commission (P&Z) Action:

At their September 17, 2019 meeting, the P&Z unanimously recommended approval of the request.

City Council Action:

At their October 8, 2019 meeting, the City Council approved the First Reading of an Ordinance for the proposed request (4-1).

FINANCIAL IMPACT:

None. The applicant has paid all required fees.

SUBMITTED BY:

Chelsea Irby, Senior Planner

ATTACHMENTS:

2019-13-REZ - P&Z Staff report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - MU-DT Standards and Permitted Uses
Exhibit 5 - Letter of Intent
Ordinance with Exhibits



Planning and Zoning Commission Planning Department Staff Report

Report Date: September 13, 2019
Case No: 2019-13-REZ
Project Planner: Chelsea Irby, Senior Planner

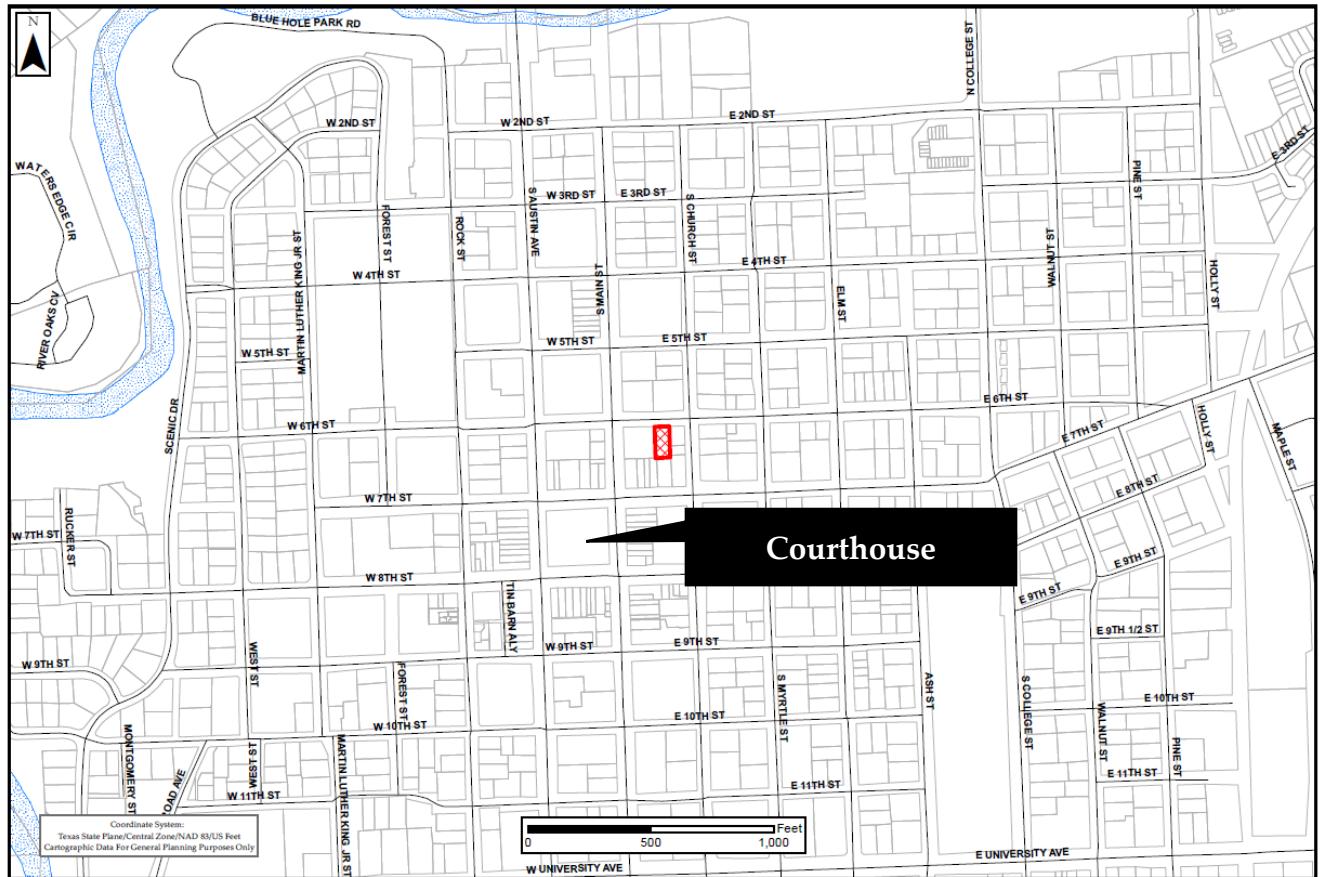
Item Details

Project Name: 601 S. Main Street
Project Location: 601 S. Main Street, within City Council district No. 6
Total Acreage: 0.216
Legal Description: 0.165 acres pf Lots 5 & 8 (PTS), Block 38, City of Georgetown and 0.051 acres of West 6th Street

Applicant: Steger and Bizzell
Property Owner: City of Georgetown

Request: Zoning Map Amendment to rezone the subject property from **Residential Single-Family (RS)** to **Mixed Use Downtown (MU-DT)**.

Case History: This is the first public hearing of this request.



Location Map

Planning Department Staff Report

Overview of Applicant's Request

The applicant is proposing to rezone the subject property to Mixed Use Downtown (MU-DT) to conform to the zoning of the adjacent properties. The applicant states that the existing parking lot is not allowed in the Residential Single-Family (RS) district and would be fully compliant under the requested zoning district.

Site Information

Location:

The subject property is located at the southeast corner of S. Main Street and E. 6th Street.

Physical and Natural Features:

The subject property is flat with a few trees. The eastern portion the parking lot located at the southeast corner of S. Main Street and E. 6th Street is within the boundary of the subject property.

Future Land Use and Zoning Designations:

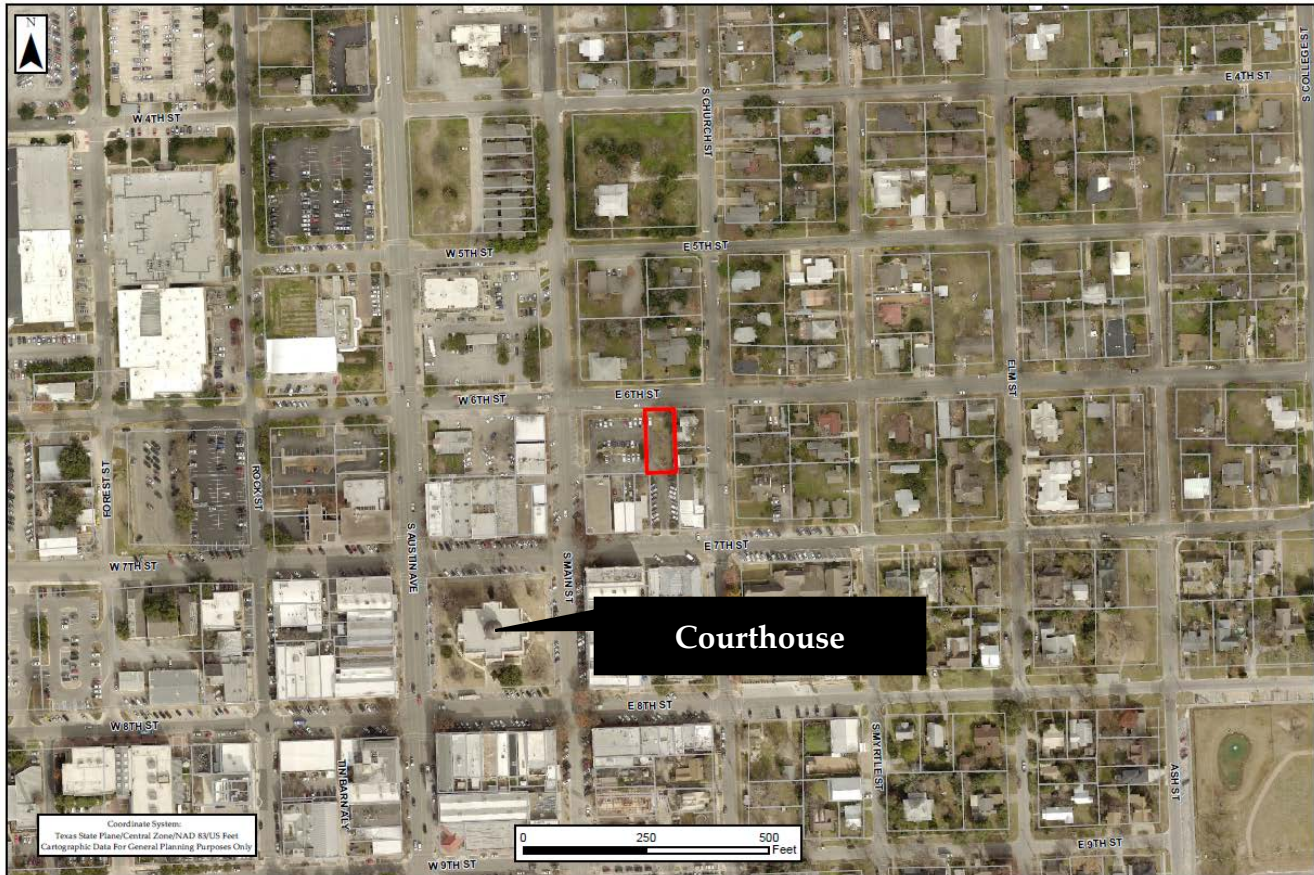
The subject property has an existing Future Land Use designation of Specialty Mixed Use Area and is currently zoned Residential Single-Family. The subject property is within the Downtown Overlay District (Area 1).

Surrounding Properties:

The surrounding properties are well-established as a part of the northeast quadrant of the downtown area. Since the subject property is on the edge of the Town Square Historic District, the surrounding area is a transitional area between a residential area and the Town Square. Surrounding the property are houses that have been converted into businesses, the historical buildings of the Town Square, and a residential home.

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) and Residential Single-Family (RS)	Specialty Mixed Use Area (SMUA) and Moderate Density Residential (MDR)	Future event facility (Wish Well) and single-family home
South	MU-DT	SMUA	Old City Council Chambers (currently vacant), retail, and bakery
East	MU-DT and Office (OF)		Antique store and architect's office
West	MU-DT		Retail



Aerial Map

Property History:

The property was rezoned in 2000 (Ordinance 2000-27) to be a part of the Town Square Historical District.

Comprehensive Plan Guidance

Future Land Use Map:

The Future Land Use Map designates the subject property as Specialty Mixed Use.

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.

Planning Department Staff Report

Growth Tier:

The Growth Tier Map designates the subject property as 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:

The Downtown Master Plan depicts the subject property as a part of the Downtown Core Character Area.

The *Downtown Core* area retains the best definition of a retail-oriented street edge surrounding the Town Square Historic District. It has a collection of historic buildings that provide interest and is served by on-street parking. The existing streetscape amenities consist of brick pavers, benches, decorative lights with banners and wayfinding signs. It is, by far, the most active part of downtown.

This area should strengthen as the specialty shopping and dining destination for the county; it should be entertaining and highlight the unique qualities of a downtown shopping experience, including shops, restaurants and specialty stores. Office space and apartments on upper floors should be promoted that will help energize this area and support the street level businesses. Existing historic assets should be preserved whenever feasible, and be adapted to a new uses as needed. Surface parking should be kept to a minimum and landscape standards should be applied that will maintain an attractive street edge for pedestrians.

Recommend projects include:

- Promote individual retail store rehabilitations through the Main Street Program.
- Facilitate adaptive reuse of historic buildings and redevelopment of vacant lots.
- Continue to promote the historic significance of the courthouse through guided tours and allow flexible use of the interior space (Georgetown Historical Society, Arts & Culture, etc.)
- Continue outdoor activities in the square, including the Poppy Festival, Christmas Stroll, Market Days, First Fridays and Music on the Square.
- Promote new activities such as a Farmer's Market or Wine/Art Walk. Stage small outdoor arts venues.
- Continue to promote dining and specialty retail businesses, such as the wineries.
- Promote development of downtown living and professional offices on upper floors.
- Promote development of more cultural facilities and entertainment venues.
- Continue to improve pedestrian circulation with upgraded, continuous and accessible sidewalks with a higher level of streetscapes and landscapes than other parts of downtown.

Planning Department Staff Report

Utilities

The subject property is located within the City's service area for water, wastewater, and 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

While the entire site is addressed on Main Street, only a portion is being considered for rezoning. This portion has frontage on E. 6th Street, which is a local street. However, the subject property is currently accessed from a driveway on S. Main Street.

Local streets are intended to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. Local streets can access both collector level streets and arterial level streets.

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 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 occasionally heavy traffic. The Mixed Use Downtown 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.

Permitted uses in this district include, but are not limited to inn, restaurant, personal services, single-family detached, parking lot, and banking and financial services. Other uses such as bed and breakfast, general office, upper-story residential, and daycare are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Certain land uses including hotel, theatre, medical or dental clinic, assisted living, multi-family attached, and community center uses may be permitted subject to approval of a Special Use Permit (SUP). *Exhibit 4* contains a comprehensive list of MU-DT 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.

Planning Department Staff Report

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 Specialty Mixed Use Area (SMUA) Future Land Use Designation encourages activity centers and a mix of uses. The SMUA designation is primarily seen in Downtown. The Mixed Use Downtown (MU-DT) zoning district is most appropriate within the SMUA designation and the Downtown Overlay District.
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 rezoning of the subject property to MU-DT would promote orderly development because it would remove residential zoning from a City block in the Town Square Historic District that is entirely comprised of Mixed Use Downtown (MU-DT), with the exception of one lot zoned Office.
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 rezoning of the subject property is compatible with present zoning and nearby uses because of its location on a block in Town Square Historic District. This District is intended to have a mix of uses. The subject property is a part of a larger lot that already has MU-DT zoning. Adding 0.216 more acres of MU-DT zoning in the area will not create an additional impact on the adjacent residential area.
5. The property to be rezoned is suitable for uses permitted by	Complies	The subject property is a part of a larger lot that is being replatted (2019-

Planning Department Staff Report

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
the District that would be applied by the proposed amendment.		36-FP). The property has enough land area to accommodate the allowed use and dimensional standards of the Mixed Use Downtown (MU-DT) zoning district. The MU-DT district has a zero setback requirement and allows up to 90% impervious cover. Additionally, bufferyards would not be required since the subject property is not directly adjacent to residentially-zoned property.

In summary, the request for Mixed Use Downtown (MU-DT) zoning is consistent with the Comprehensive Plan and Downtown Master Plan. The Town Square Historic District is an appropriate location for MU-DT zoning. The rezoning of 0.216 acres removes residential zoning on a City block that is intended for mixed use zoning.

Meetings Schedule

09/17/2019 – Planning and Zoning Commission
 10/08/2019 – City Council First Reading of the Ordinance
 10/22/2019 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (36 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (September 1, 2019) and a sign was posted on-site.

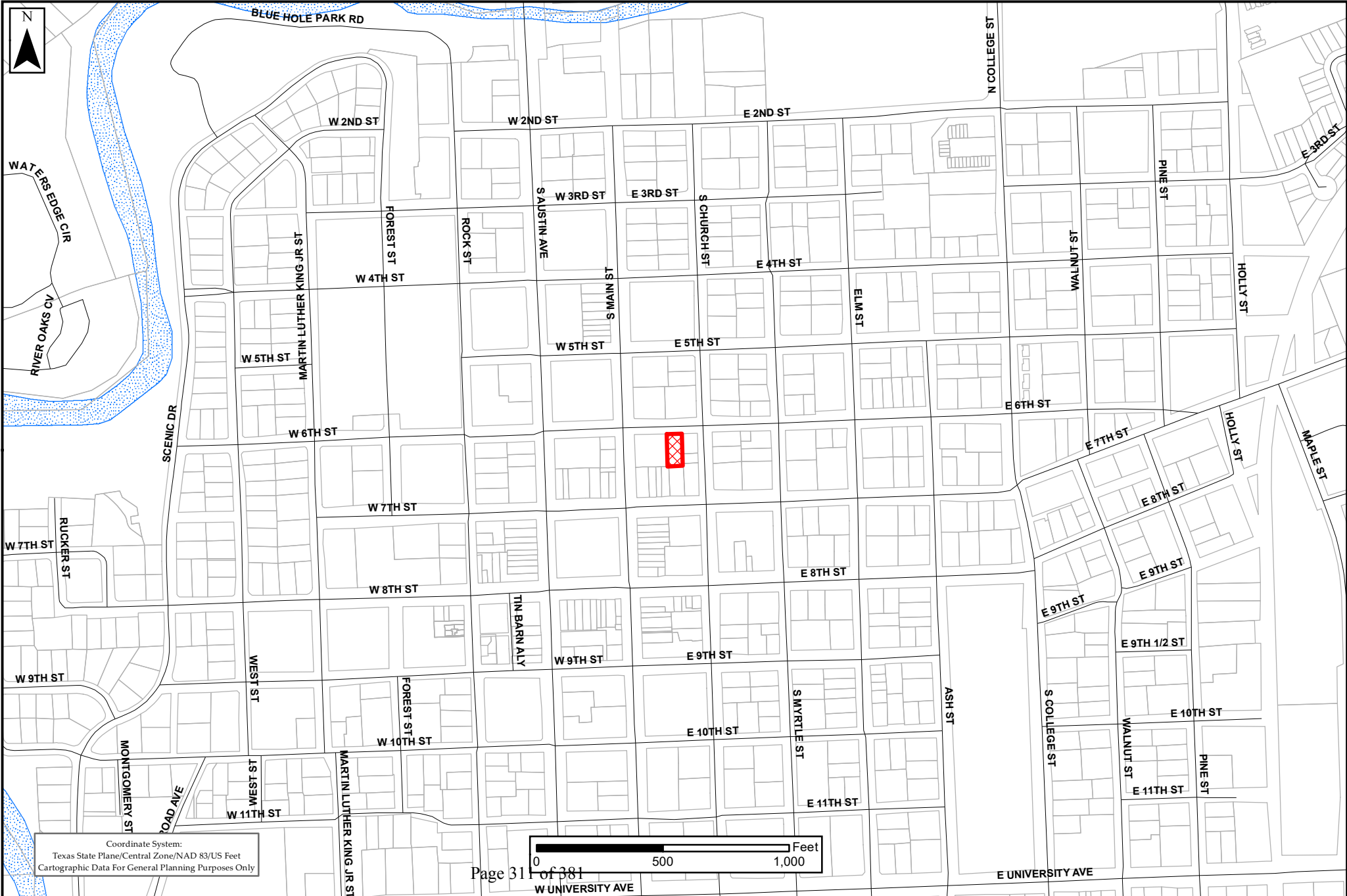
Attachments

Exhibit 1 – Location Map
 Exhibit 2 – Future Land Use Map
 Exhibit 3 – Zoning Map
 Exhibit 4 – Design and development standards of the MU-DT district
 Exhibit 5 – Letter of Intent

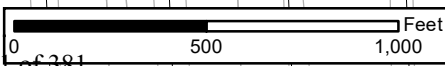
Location Map 2019-13-REZ

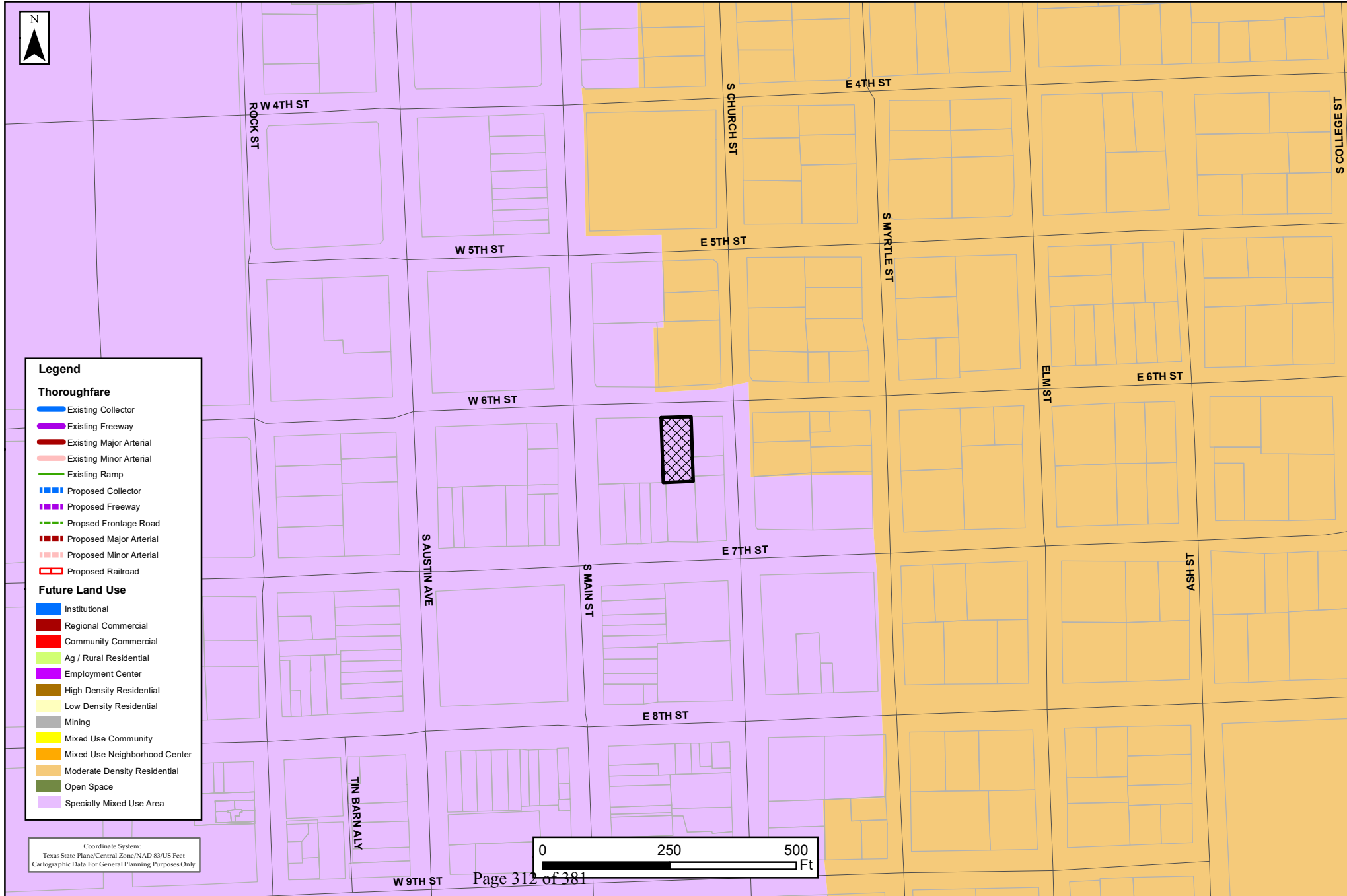
Exhibit #1

- Legend**
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only





Legend

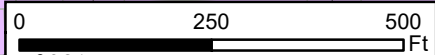
Thoroughfare

-  Existing Collector
-  Existing Freeway
-  Existing Major Arterial
-  Existing Minor Arterial
-  Existing Ramp
-  Proposed Collector
-  Proposed Freeway
-  Proposed Frontage Road
-  Proposed Major Arterial
-  Proposed Minor Arterial
-  Proposed Railroad

Future Land Use

-  Institutional
-  Regional Commercial
-  Community Commercial
-  Ag / Rural Residential
-  Employment Center
-  High Density Residential
-  Low Density Residential
-  Mining
-  Mixed Use Community
-  Mixed Use Neighborhood Center
-  Moderate Density Residential
-  Open Space
-  Specialty Mixed Use Area

Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only

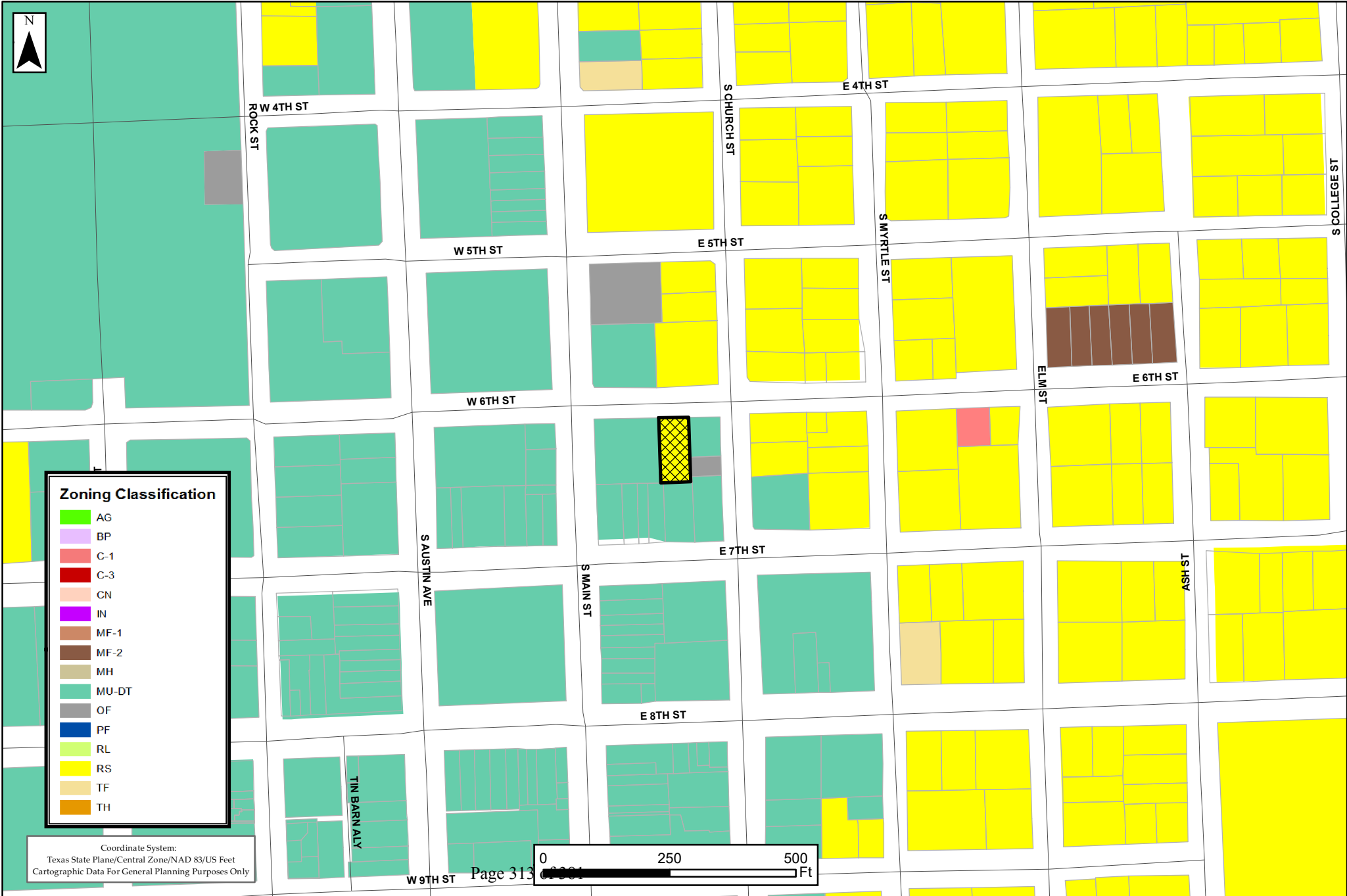


Zoning Information






2019-13-REZ

Exhibit #3

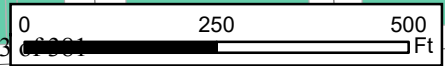
- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Zoning Classification

	AG
	BP
	C-1
	C-3
	CN
	IN
	MF-1
	MF-2
	MH
	MU-DT
	OF
	PF
	RL
	RS
	TF
	TH

Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only



Mixed Use Downtown (MU-DT) District

District Development Standards		
Maximum Density = NA	Front Setback = 0 feet	Bufferyard = 10 feet with plantings adjacent to AG, RE, RL, RS,TF, or MH districts
Maximum Building Height = 40 feet	Side Setback = 0 feet	
Maximum Units per Building = NA	Side Setback to Residential = 0 feet	
	Rear Setback = 0 feet	adjacent to residences in AG
	Rear Setback to Residential = 0 feet	

Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Inn	Bed and Breakfast	Hotel (boutique)
Restaurant, General	Bed and Breakfast (with events)	Hotel (Full service)
Food Catering Services	Microbrewery or Microwinery	Restaurant (drive thru)
Home Health Care Services	Live Music or Entertainment	Bar, Tavern or Pub
Medical or Dental Office	General Office	Theater (Movie or live)
Farmers Market	Integrated Office Center	Mebership (Club or Lodge)
Arisan Studio/Gallery	General Retail	Event Facility
Personal Services	Upper story residential	Commercial Recreation
Dry Cleaning Service (drop off only)	Home based business	Bllld or Plasma Center
Laundromat	Daycare (family home)	Diagnostic Center
Printing, Mailing, Reproduction Services	Daycare (goup)	Medical or Dental Clinic
Banking and Financial Services	Religious assembly facilities	Medical Complex
Consumer Repair	Religious assembly facilities (with columbaria)	Post Surgical Recovery Center
Vet Clinic (Indoor pens only)	Public Park (neighborhood)	Surgey Center
Single Family Detached	Heliport	Urgent Care Facility
Group Home (6 residents or less)	Utility Services Intermediate	Personal Services (restricted)
Emergency Services Station	Wireless Transmission Facility (40 ft or less)	Fitness Center
Government or Postal Office		Townhouse
Library or Museum		Multi-family attached dwelling units
Neature Preserve or Community Garden		Accessory dwelling unit
Parking Lot (offsite)		Group Home (7-15 residents)
Parking Lot (commercial)		Assisted Living
Park and Ride Facility		Hospice
Transit Passenger Terminal		Rooming or Boarding House
Uitility Services (Minor)		School, College or University
		School, Business or Trade
		Activity Center (Youth or Senior)
		Community Center
		Correctional Facility
		Social Service Facility
		Transient Service Facility
		Hospital
		Hospital, Psychiatric
		Private Transport Service Dispatch Facility



July 19, 2019

Ms. Sofia Nelson, CNU-A
Planning Director, City of Georgetown
P.O. Box 1458
Georgetown, Texas 78626

Re: 601 S. Main Street - Zoning Map Amendment Request

Dear Sofia,

Please find enclosed my application for the Zoning Map Amendment of approximately 0.216 acres of land at 601 S. Main street. The property is located along East 6th Street near the intersection of East 6th Street and South Main Street, and the property is currently accessed by an existing driveway on South Main Street.

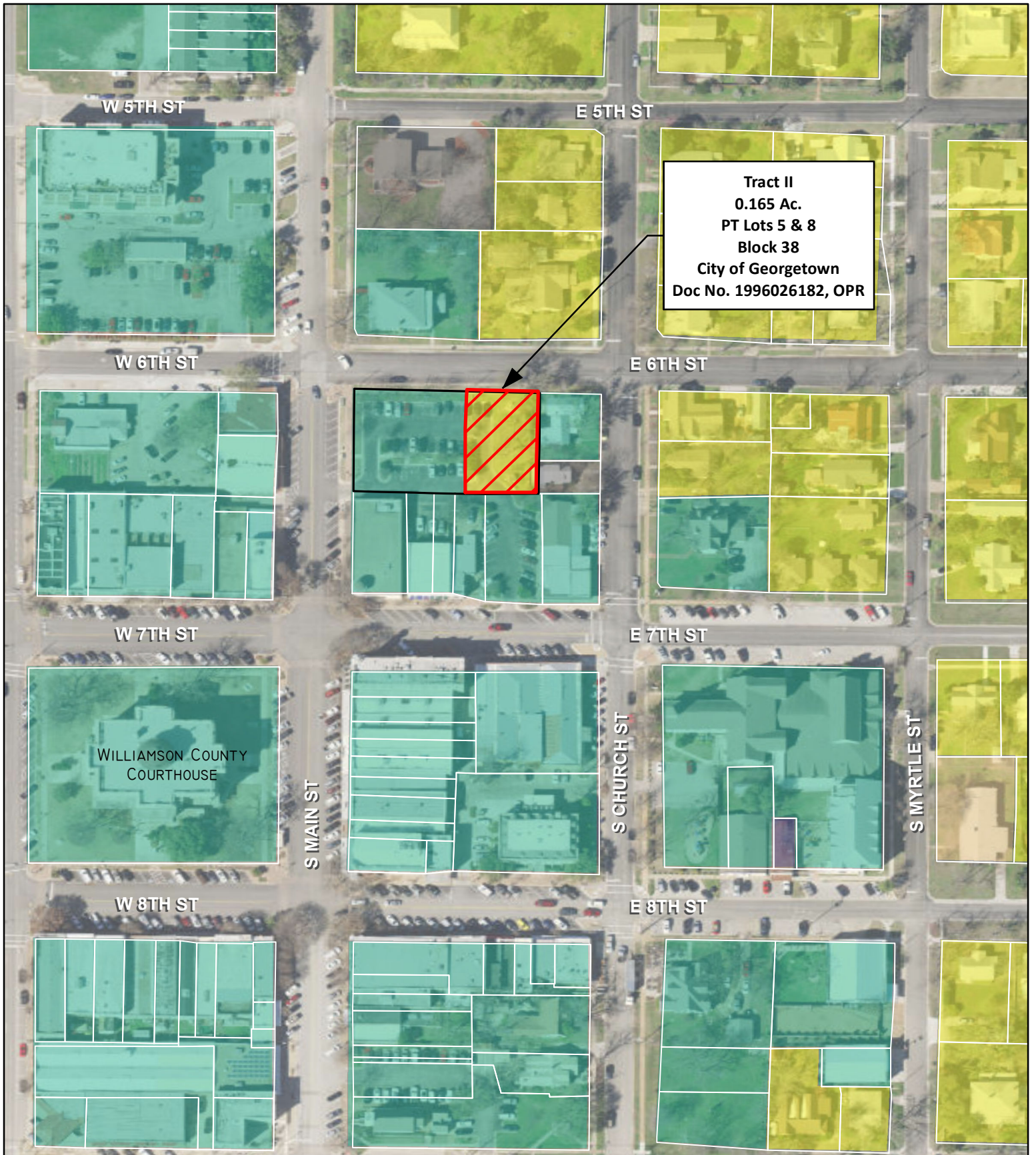
Via this application, the property owner seeks to amend the zoning of the property to Mixed-Use Downtown. A portion of the area to be rezoned is currently zoned Residential Single-Family and has been most currently used as a public parking lot. This 0.165-acre property is described in Document #9626182 within Exhibit A as Tract II, Part of lots 5 and 8, Block 38, of the City of Georgetown. The remaining 0.051 acres is a tract of land out of West 6th Street, a 60 foot wide roadway dedicated in Vol. 5, Pg. 211, Deed Records in the Clement Stubblefield Survey, A-558.

Mixed-Use Downtown zoning is consistent with the City of Georgetown future land use plan consisting of Specialty Mixed Use Area zoning. The property is classified as Tier 1A, Developed/Redeveloping, within the City’s Growth Tier Map. The proposed zoning would match the current zoning for properties on the east, south, and west of the site and is consistent with the Comprehensive Plan. The existing parking lot on the property is not an allowed use within residential zoning by the current Unified Development Code. Rezoning the property to Mixed-Use Downtown would remove an inadvertent impediment to development on the property and would not create an intrusion into residentially zoned areas.

I am submitting this letter and attached Application for the Zoning Map Amendment Request of the 0.216 acres as described in the attached exhibits. Thank you for your consideration of this Zoning Map Amendment Application.

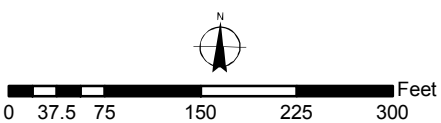
Sincerely,

Kyle Miller, E.I.T.



Rezoning Location Map: 601 S Main Street

City of Georgetown, TX

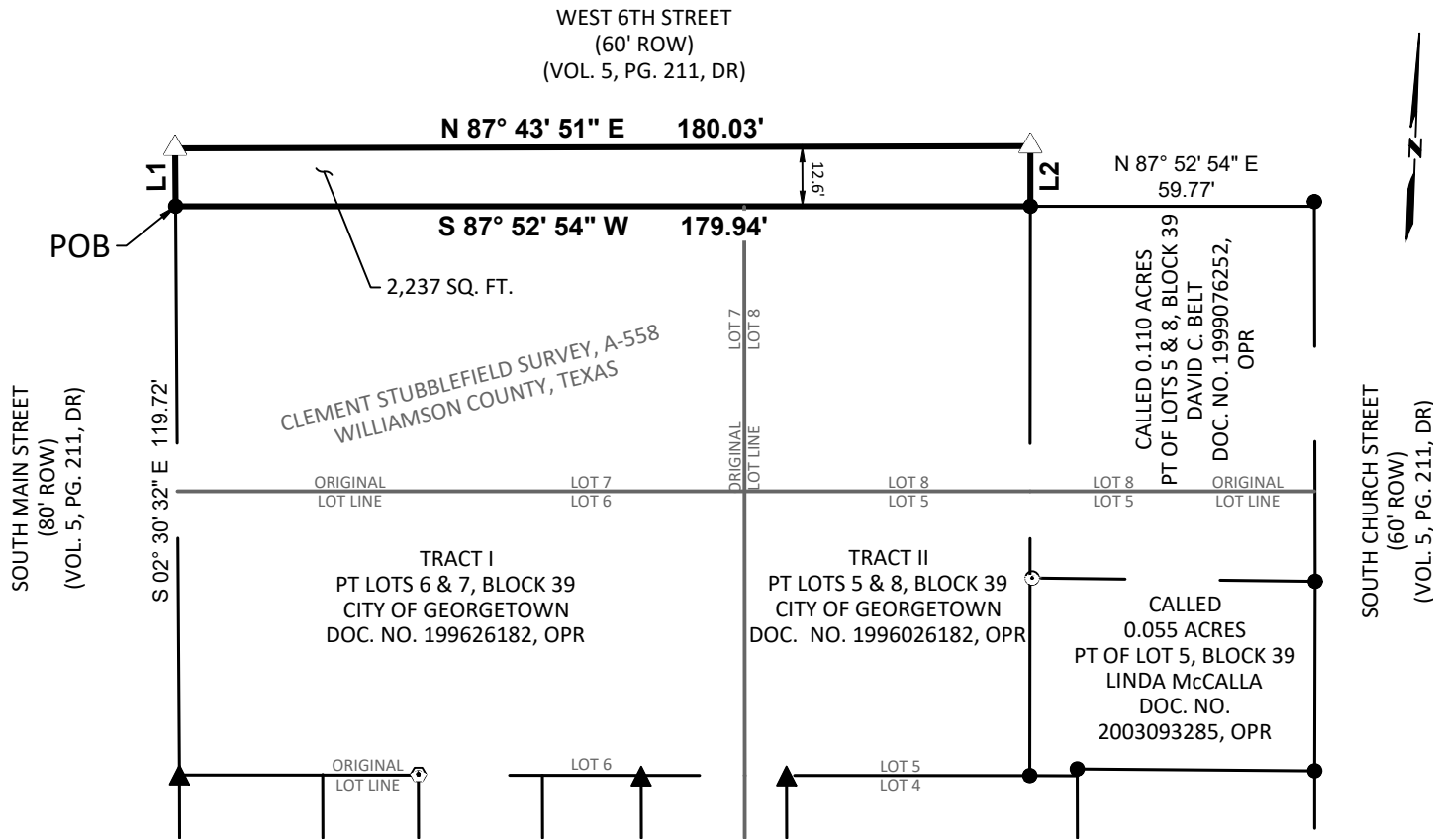


MAP DATE: 06/07/19

Tract II - Proposed Zoning Amendment Boundary
 Subject Parcel

Zoning Legend

- Mixed Use Downtown
- Mixed-Use Downtown
- Two Family
- Office
- Residential Single-Family



GRAPHIC SCALE: 1" = 40'

Line Table		
Line #	Direction	Length
L1	N 02°30'32" W	12.19'
L2	S 02°03'39" E	12.67'

LEGEND	
●	IRON ROD FOUND (1/2" OR AS NOTED)
⊕	COTTON SPINDLE FOUND
△	MAG NAIL WITH WASHER STAMPED "STEGER BIZZELL" SET
▲	MAG NAIL WITH WASHER STAMPED "INLAND 5050" FOUND
ROW	RIGHT-OF-WAY
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
POB	POINT OF BEGINNING

NOTES:

1. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
2. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND ON JUNE 26, 2019, UNDER MY SUPERVISION.

**EXHIBIT FOR REZONING
2,237 SQUARE FOOT TRACT OF LAND
OUT OF WEST 6TH STREET,
A 60 FOOT WIDE ROADWAY
DEDICATED IN VOL. 5, PG. 211, DEED RECORDS
IN THE CLEMENT STUBBLEFIELD SURVEY, A-558
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
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS	
WEB	STEGERBIZZELL.COM	

DATE 07/05/2019 JOB NO. 22669

WARRANTY DEED

DOC# 9626182 950303718

DATE: May 20, 1996

GRANTOR: Heritage Baptist Church of Williamson County, Texas

GRANTOR'S MAILING ADDRESS: (including County)

601 Main Street
Georgetown, Texas 78626
Williamson County

GRANTEE: City of Georgetown

GRANTEE'S MAILING ADDRESS: (including County)

P. O. Box 409
Georgetown, Texas 78627
Williamson County

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration

PROPERTY (including any improvements):

TRACT I: Lots 6 and 7, Block 39, of CITY OF GEORGETOWN, Williamson County, Texas, and being the same property as conveyed to Heritage Baptist Church of Williamson County in deed dated November 25, 1986, recorded in Volume 1479, Page 661, Official Records of Williamson County, Texas.

TRACT II: Being the West 60' of Lots 5 and 8, Block 39, of CITY OF GEORGETOWN, Williamson County, Texas, and being the same property as conveyed to Heritage Baptist Church of Williamson County in correction deed dated October 26, 1987, recorded in Volume 1596, Page 742, Official Records of Williamson County, Texas, being more particularly described on the attached Exhibit A

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE'S administrators, successors and assigns, forever. GRANTOR binds GRANTOR AND GRANTOR'S administrators, successors and assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

GRANTOR:

HERITAGE BAPTIST CHURCH OF WILLIAMSON COUNTY, TEXAS

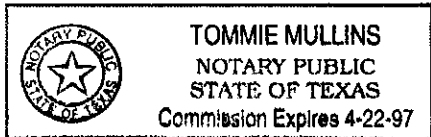
By: Donald L. Ledbetter
Donald L. Ledbetter, in his capacity as
Pastor and President of Heritage Baptist
Church of Williamson County, Texas

By: Charles A Ferrell
Charles Ferrell, in his capacity as
Building Fund Treasurer of Heritage
Baptist Church of Williamson County,
Texas

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 20th day of May, 1996, by DONALD L. LEDBETTER a person known to me, in his capacity as Pastor and President of Heritage Baptist Church of Williamson County, Texas.

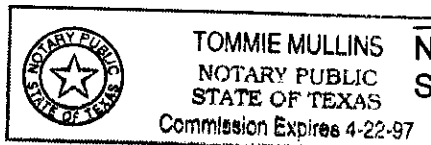


Tommie Mullins
Notary Public in and for the
State of T E X A S

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 20th day of May, 1996, by CHARLES FERRELL, a person known to me, in his capacity as Treasurer of the Building Fund of Heritage Baptist Church of Williamson County, Texas.



Tommie Mullins
Notary Public in and for the
State of T E X A S

Unofficial Document

EXHIBIT A
METES AND BOUNDS DESCRIPTION

BEING A PORTION OF LOTS 5 AND 8, BLOCK 39 OF THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED TO HERITAGE BAPTIST CHURCH OF WILLIAMSON COUNTY IN A CORRECTION DEED RECORDED IN VOLUME 1596, PAGE 742 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the south r.o.w. line of 6th Street at the northeast corner of said Heritage Baptist Church tract of land, being also in the north line of said Lot 8, for the northeast corner and PLACE OF BEGINNING hereof;

THENCE with the east line of said Heritage Baptist Church tract of land, and crossing said Lots 5 and 8, Block 39, S 00° 01' 23" E 119.75 feet to a 1/2" rebar found in the south line of said Lot 5, being also in the north line of Lot 4, Block 39 of said City of Georgetown, being also the southeast corner of said Heritage Baptist Church tract of land, for the southeast corner hereof;

THENCE with the south line of said Heritage Baptist Church tract of land, being also the south line of said Lot 5, being also the north line of said Lot 4, S 89° 54' 40" W 60.00 feet to a 1/2" rebar set at the southwest corner of said Heritage Baptist Church tract of land, being also the southwest corner of said Lot 5, being also the southeast corner of Lot 6, Block 39 of said City of Georgetown, and being the common northerly corner between Lots 3 and 4, Block 39 of City of Georgetown, for the southwest corner hereof;

THENCE with the west line of said Heritage Baptist Church tract of land, being also the west line of said Lots 5 and 8, being also the east line of Lots 6 and 7, Block 39 of said City of Georgetown, N 00° 01' 23" W 119.84 feet to a 1/2" rebar set in the south r.o.w. line of 6th Street at the northwest corner of said Lot 8, being also the northeast corner of said Lot 7, and being the northwest corner of said Heritage Baptist Church tract of land, for the northwest corner hereof;

THENCE with the south r.o.w. line of 6th Street (60' r.o.w.), being also the north line of said Heritage Baptist Church tract of land, and being the north line of said Lot 8, N 90° 00' 00" E (assumed bearing basis for this survey) 60.00 feet to the PLACE OF BEGINNING.

Doc# 9626182
Pages: 3
Date : 05-21-1996
Time : 04:13:59 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 13.00

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.165 acres out of Lots 5 and 8, Block 38, City of Georgetown and a portion W 6th St, a 60-foot wide roadway, generally located at 601 S Main Street, from the Residential Single-Family (RS) zoning district to the Mixed Use Downtown (MU-DT) 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"):

0.165 acres out of Lots 5 and 8, Block 38, City of Georgetown and a portion W 6th St a 60-foot wide roadway, generally located at 601 S Main Street, as recorded in Document No. 1996026182 and Volume 5, Page 211 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 September 17, 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 October 8, 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 for the Property is hereby amended from the Residential Single-Family (RS) zoning district to the Mixed Used Downtown (MU-DT) zoning district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number: _____

Page 1 of 2

Description: 601 S. Main Street

Case File Number: 2019-13-REZ

Date Approved: October 22, 2019

Exhibits A-B Attached

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 8th day of October, 2019.

APPROVED AND ADOPTED on Second Reading on the 22nd day of October, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number: _____

Description: 601 S. Main Street

Date Approved: October 22, 2019

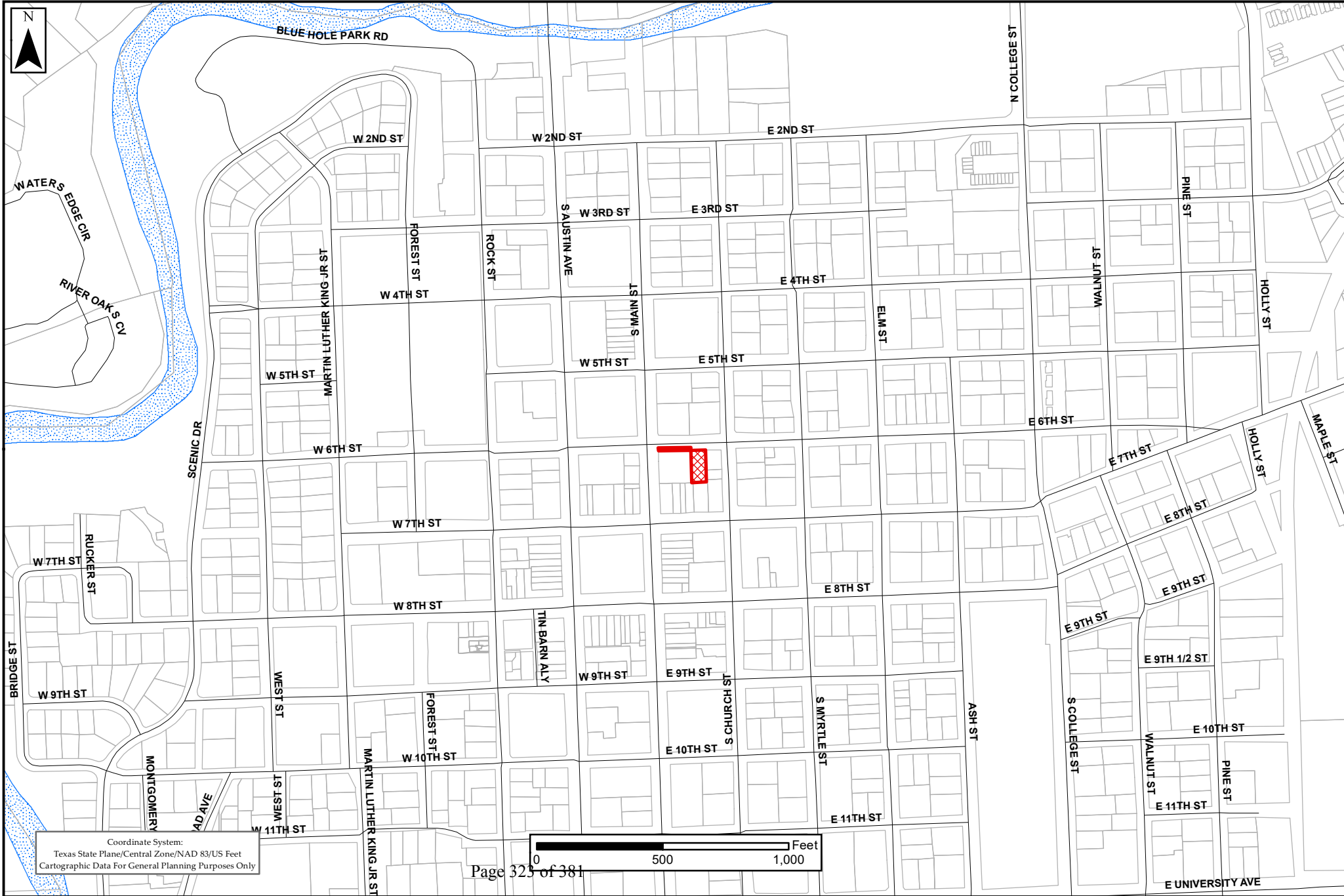
Page 2 of 2

Case File Number: 2019-13-REZ

Exhibits A-B Attached

Location Map 2019-13-REZ Exhibit A

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only

Exhibit B

W 5TH ST

E 5TH ST

Tract II
0.165 Ac.
PT Lots 5 & 8
Block 38
City of Georgetown
Doc No. 1996026182, OPR

W 6TH ST

E 6TH ST

W 7TH ST

E 7TH ST

WILLIAMSON COUNTY
COURTHOUSE

S MAIN ST

S CHURCH ST

S MYRTLE ST

W 8TH ST

E 8TH ST

Rezoning Location Map: 601 S Main Street



City of Georgetown, TX

STEGERS BIZZELL






0 37.5 75 150 225 300 Feet

MAP DATE: 06/07/19

 Tract II - Proposed Zoning
Amendment Boundary
 Subject Parcel

Zoning Legend

 Mixed Use Downtown
 Mixed-Use Downtown

 Two Family

 Office


 Residential Single-Family

EXHIBIT A
METES AND BOUNDS DESCRIPTION

BEING A PORTION OF LOTS 5 AND 8, BLOCK 39 OF THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED TO HERITAGE BAPTIST CHURCH OF WILLIAMSON COUNTY IN A CORRECTION DEED RECORDED IN VOLUME 1596, PAGE 742 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the south r.o.w. line of 6th Street at the northeast corner of said Heritage Baptist Church tract of land, being also in the north line of said Lot 8, for the northeast corner and PLACE OF BEGINNING hereof;

THENCE with the east line of said Heritage Baptist Church tract of land, and crossing said Lots 5 and 8, Block 39, S 00° 01' 23" E 119.75 feet to a 1/2" rebar found in the south line of said Lot 5, being also in the north line of Lot 4, Block 39 of said City of Georgetown, being also the southeast corner of said Heritage Baptist Church tract of land, for the southeast corner hereof;

THENCE with the south line of said Heritage Baptist Church tract of land, being also the south line of said Lot 5, being also the north line of said Lot 4, S 89° 54' 40" W 60.00 feet to a 1/2" rebar set at the southwest corner of said Heritage Baptist Church tract of land, being also the southwest corner of said Lot 5, being also the southeast corner of Lot 6, Block 39 of said City of Georgetown, and being the common northerly corner between Lots 3 and 4, Block 39 of City of Georgetown, for the southwest corner hereof;

THENCE with the west line of said Heritage Baptist Church tract of land, being also the west line of said Lots 5 and 8, being also the east line of Lots 6 and 7, Block 39 of said City of Georgetown, N 00° 01' 23" W 119.84 feet to a 1/2" rebar set in the south r.o.w. line of 6th Street at the northwest corner of said Lot 8, being also the northeast corner of said Lot 7, and being the northwest corner of said Heritage Baptist Church tract of land, for the northwest corner hereof;

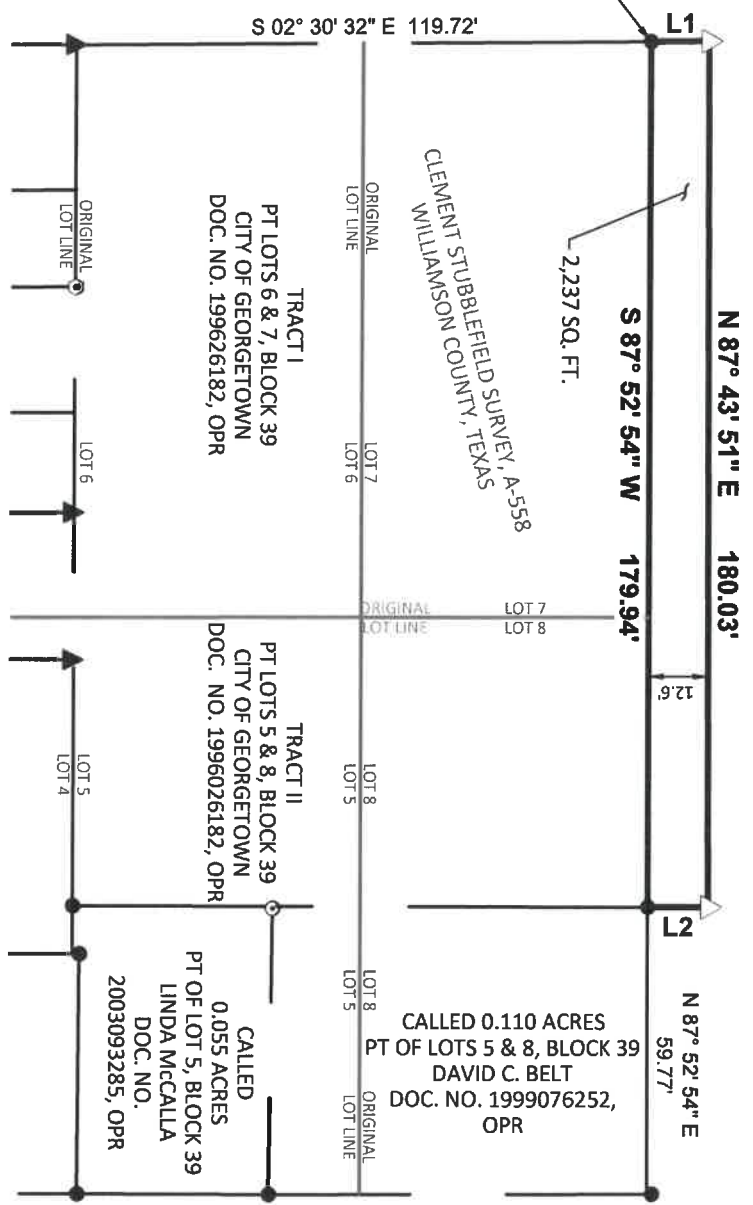
THENCE with the south r.o.w. line of 6th Street (60' r.o.w.), being also the north line of said Heritage Baptist Church tract of land, and being the north line of said Lot 8, N 90° 00' 00" E (assumed bearing basis for this survey) 60.00 feet to the PLACE OF BEGINNING.

Doc# 9626182
Pages: 3
Date : 05-21-1996
Time : 04:13:59 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 13.00

WEST 6TH STREET
(60' ROW)
(VOL. 5, PG. 211, DR)

SOUTH MAIN STREET
(80' ROW)
(VOL. 5, PG. 211, DR)

SOUTH CHURCH STREET
(60' ROW)
(VOL. 5, PG. 211, DR)



GRAPHIC SCALE: 1" = 40'

Line Table		
Line #	Direction	Length
L1	N 02°30'32" W	12.19'
L2	S 02°03'39" E	12.67'

- LEGEND**
- IRON ROD FOUND (1/2" OR AS NOTED)
 - ⊙ COTTON SPINDLE FOUND
 - △ MAG NAIL WITH WASHER STAMPED "STEGGER BIZZELL" SET
 - ▲ MAG NAIL WITH WASHER STAMPED "INLAND 5050" FOUND
 - ROW RIGHT-OF-WAY
 - OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - POB POINT OF BEGINNING

- NOTES:**
1. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
 2. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
- I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND ON JUNE 26, 2019, UNDER MY SUPERVISION.



EXHIBIT FOR REZONING
2,237 SQUARE FOOT TRACT OF LAND
OUT OF WEST 6TH STREET,
A 60 FOOT WIDE ROADWAY
DEDICATED IN VOL. 5, PG. 211, DEED RECORDS
IN THE CLEMENT STUBBLEFIELD SURVEY, A-558
WILLIAMSON COUNTY, TEXAS

STEGGER BIZZELL

1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
 METRO 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM E-181 WEB STEGGERBIZZELL.COM
 SERVICES >>> ENGINEERS >>> PLANNERS >>> SURVEYORS

DATE 07/05/2019 JOB NO. 22669

DESCRIPTION OF

DESCRIPTION OF A 2237 SQUARE FOOT TRACT OF LAND LOCATED IN THE CLEMENT STUBBLEFIELD SURVEY, ABSTRACT 558, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF WEST 6TH STREET, AN UNNAMED 60 FOOT ROADWAY SHOWN ON THE REVISED MAP OF GEORGETOWN, A MAP OF WHICH IS RECORDED IN VOLUME 5, PAGE 211, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2237 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found on the south right-of-way line of said West 6th Street at its intersection with the east right-of-way line of South Main Street, a 80 foot wide roadway shown on said REVISED MAP OF GEORGETOWN, for the northwest corner of Block 39, formally Block 7 on said REVISED MAP OF GEORGETOWN, for the southwest corner of the herein described tract, from which point a mag nail with washer stamped "INLAND 5050" found for the common west corner of Lot 6 and Lot 3, said Block 39, bears South 02°30'32" East, with said east right-of-way line of South Main Street, a distance of 119.72 feet;

THENCE, over and across said West 6th Street, the following three (3) curses and distances:

1. North 02°30'32" West, a distance of 12.19 feet, to a mag nail with washer stamped "STEGERBIZZELL" set;
2. North 87°43'51" East, a distance of 180.03 feet, to a to a mag nail with washer stamped "STEGERBIZZELL" set;
3. South 02°03'39" East, a distance of 12.67 feet, to a 1/2 inch iron rod found on said south right-of-way line of West 6th Street, for the northeast corner of that certain tract of land described as Tract II conveyed to the City of Georgetown by Warranty Deed of record in Document No. 1996026182, of the Official Public Records of Williamson County, Texas, same point being the northwest corner of that certain 0.110 acre tract of land conveyed to David C. Belt by General Warranty Deed of record in Document No. 1999076252, said Official Public Records;

*MAS
07/05/2019*

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

THENCE, South 87°52'54" West, with the current south right-of-way line of West 6th Street, a distance of 179.94 feet, to the **POINT OF BEGINNING**, and containing 2237 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground on June 26, 2019, under my supervision.

Steger & Bizzell Engineering Inc.



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\22669-CoG Parking Lot Replat-Rezone\Survey Data\Descriptions\22669-ReZoning.docx



1978 S. Austin Ave
Georgetown, TX 78626

City of Georgetown, Texas
City Council Regular Meeting
October 22, 2019

SUBJECT:

Second Public Hearing for the **annexation** of approximately **80.79 acres** of the **City-owned right-of-way** situated in part in the Joseph Thompson Survey, Abstract No. 608, in part in the John Powell Survey, Abstract No. 491, and in part of the Lewis J. Dyches Survey, Abstract No. 180, to be known as the **Southwest Bypass** (2019-7-ANX) -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview:

The City of Georgetown (“City”) is the sole owner of approximately 80.79 acres of right-of-way in the southwestern portion of the City’s Extra-Territorial Jurisdiction (ETJ), upon which the City and County are jointly constructing the Southwest Bypass, a future City roadway. The City desires to annex the right-of-way into the city limits, so that the City can maintain operate the roadway when it opens, in accordance with various existing agreements.

HB 347 of the 2019 Texas Legislature removed many of the annexation powers of municipalities. However, pursuant to Section 43.1055 of the Local Government Code, the City may still annex right-of-way into the city limits upon request of the owner of the right-of-way. The annexation of right-of-way under Section 43.1055 triggers the non-consent annexation procedures of Subchapter C-1 of the Local Government Code, including the requirement of two public hearings before a municipality may institute annexation proceedings, the requirement that the annexation must be completed within 90 days after the date the proceedings are instituted, and the requirement that City Staff prepare a service plan for the area to be annexed before annexation. Furthermore, under Section 43.054 of the Local Government Code, the area to be annexed must be 1,000 feet in width at its narrowest point unless the annexation is initiated upon the written petition of the owner(s) of the area to be annexed. This Resolution serves as the written petition of the owner of the area to be annexed, as well as the request of the owner of the right-of-way for annexation.

In addition, the annexation of the Southwest Bypass Right-of-Way would cause the area identified in Exhibit “C” attached to the Resolution to be entirely surrounded by the City of Georgetown, but it would not include the area within the municipality. Under Section 43.057 of the Local Government Code, if a proposed annexation would cause an area to be entirely surrounded by the annexing municipality but would not include the area within the municipality, the City Council must find, before completing the annexation, that surrounding the area is in the public interest. The area identified in Exhibit C is subject to an existing Industrial District Agreement between the City and the owner, and the construction of the Southwest Bypass and annexation of this right-of-way is in furtherance of said agreement. Accordingly, Staff recommends that it is in the public interest to annex this right-of-way and surround the area identified in Exhibit C.

City Staff has been directed to prepare a service plan for the area to be annexed in accordance with Section 43.056 of the Local Government Code, and the City Secretary has been directed to commence the publication of notices of two public hearings and 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. The tentative schedule for said hearings and ordinance consideration shall be as follow, but in no event shall the annexation be completed any later than December 31, 2019:

Meeting Schedule:

- September 24, 2019: City Council Resolution - COMPLETED
- October 22, 2019: 1st Public Hearing at City Council Meeting @ 3pm - COMPLETED
- October 22, 2019: 2nd Public Hearing at City Council Meeting @ 6pm - TODAY
- November 26, 2019: 1st Reading of Ordinance at City Council Meeting
- December 10, 2019: 2nd Reading of Ordinance at City Council Meeting

No action is required with today's public hearing.

Public Comments:

As required by the Unified Development Code, all public entities were notified and a legal notice advertising the public

hearings was placed in the Sun Newspaper (October 10, 2019). To date, staff has not received any public comment.

FINANCIAL IMPACT:

The City will incur the maintenance obligations of the roadway in accordance with existing agreements and authorizations.

SUBMITTED BY:

Chelsea Irby, Senior Planner

ATTACHMENTS:

Exhibit A - Location Map

Exhibit B - Metes and Bounds

Exhibit C - City Limits

Draft Service Plan

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.058 ACRE (2,526 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 895.98 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO TEXAS CRUSHED STONE CO., RECORDED IN DOCUMENT NO. 2011013402, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.058 ACRE (2,526 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with plastic cap stamped "INLAND 4933" set, being in the common existing northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width), and the southerly boundary line of the northerly remainder portion of said 895.98 acre remainder tract; the grid coordinates of said point for this description being determined as Northing=10193526.20, Easting=3123028.50, Texas State Plane Coordinate System, Central Zone No. 4203 (TXSPC Zone 4203), same being the southwesterly corner and **POINT OF BEGINNING** of the herein described tract and from which a 1/2" iron rod with plastic cap stamped "INLAND 4933" set, for a point of compound curvature in said common line, bears along a curve to the right, having a delta angle of 15°48'36", a radius of 3,205.00 feet, an arc length of 884.37 feet, and a chord which bears N 64°13'00" W for a distance of 881.57 feet;

- 1) **THENCE**, departing said existing R.O.W. line, through the interior of the northerly portion of said 895.98 acre remainder tract, **N 80°14'33" E** for a distance of **111.10** feet to a 1/2" iron rod with plastic cap stamped "INLAND 4933" set, in the westerly boundary line of that called 2.241 acre tract (Exhibit "A" and Exhibit "D" Parcel 1-E) of land described in Special Warranty Deed to the City of Georgetown recorded in Document No. 2016109507 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;
- 2) **THENCE**, with the westerly boundary line of said 2.241 acre tract, **S 16°05'27" W** for a distance of **50.00** feet to the calculated southwesterly corner of said 2.241 acre tract, same being the common line of said northerly remainder portion of the 895.98 acre remainder tract, and said northerly R.O.W. line of Southwest Bypass, for the southeasterly corner of the herein described tract;
- 3) **THENCE**, departing said 2.241 acre tract, with said common line, along a curve to the right, having a delta angle of **01°47'16"**, a radius of **3,205.00** feet, an arc length of **100.00** feet, and a chord which bears **N 73°00'56" W** for a distance of **100.00** feet to the **POINT OF BEGINNING**, containing 0.058 acres (2,526 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

M. Stephen Truesdale

29 Nov 2018

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

Date

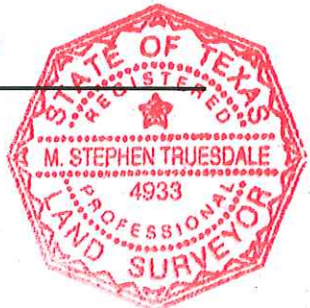


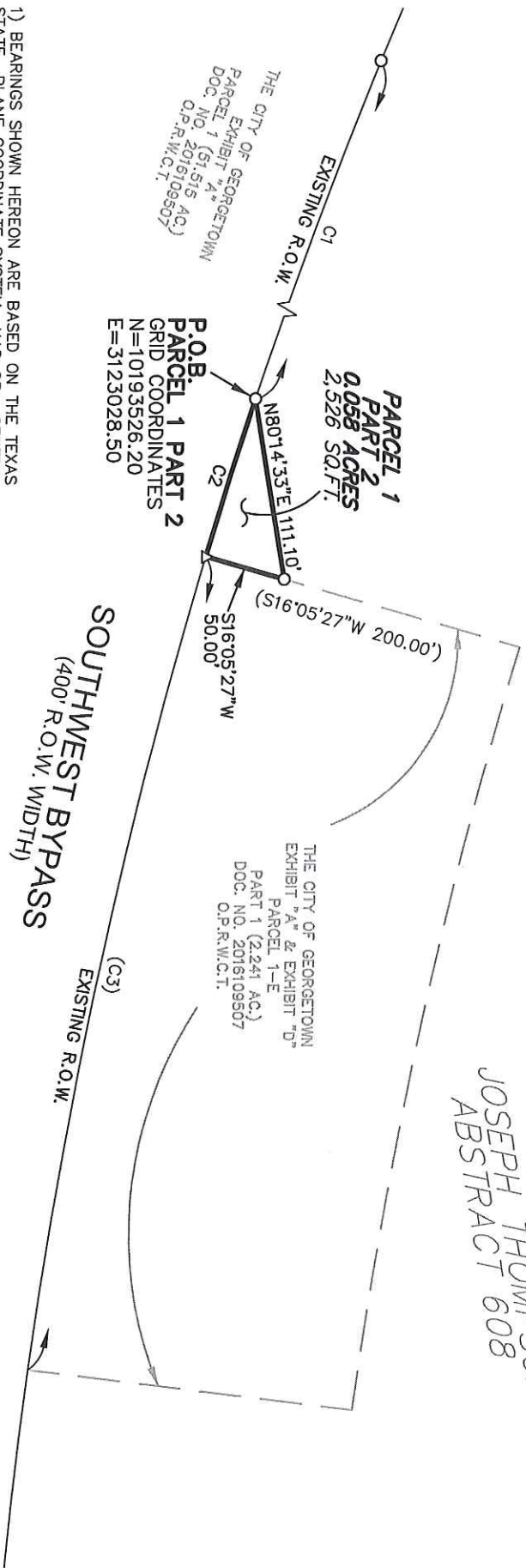
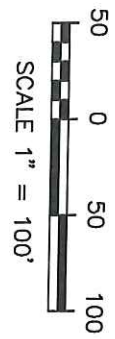
EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

LEGEND	
△	CALCULATED POINT
○	1/2" IRON ROD W/PLASTIC CAP SET STAMPED "INLAND 4933"
()	RECORD INFO
— —	BREAK LINE
— — —	POINT OF BEGINNING
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15°48'36"	3205.00'	884.37'	881.57'	N64°13'00"W
C2	01°47'16"	3205.00'	100.00'	100.00'	N73°00'56"W
(C3)	(09°00'23")	(3205.00')	(503.79')	(503.28')	(N78°24'45"W)

TEXAS CRUSHED STONE COMPANY
REMAINDER OF 895.98 ACRES
DOC. NO. 2011013402
O.P.R.W.C.T.

JOSEPH THOMPSON
ABSTRACT 608



1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

STATE OF TEXAS
COUNTY OF WILLIAMSON

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.



M. Stephen Truesdale
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
INLAND GEODETICS, LLC
FIRM REG. NO. 100591-00
1504 CHISHOLM TRAIL RD.
ROUND ROCK, TX 78681

DATE

12 Nov 2018

PARCEL 1, PART 2
TEXAS CRUSHED
STONE CO.

PAGE 2 OF 2
11/27/18

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

Deed Report

Tue Nov 27 15:17:58 2018

Deed Name: PARCEL 1-PART 2-SKETCH

Starting Coordinates: Northing 10195688.40, Easting 3122822.85

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 73°00'56" W	100.00	CURVE R	3205.00	100.00	1°47'16"	50.01	
			Rad-In: N 16°05'26" E Rad-Out: N 17°52'42" E				
N 80°14'33" E	111.10	LINE					
S 16°05'27" W	50.00	LINE					

Ending Coordinates: Northing 10195688.40, Easting 3122822.85

Area: 2525.52 S.F., 0.0580 Acres

Total Perimeter Distance> 261.10

Closure Error Distance> 0.0038 Error Bearing> N 76°01'16" E

Closure Precision> 1 in 69564.3

Deed Report

Tue Nov 27 15:19:49 2018

Deed Name: PARCEL 1-PART 2-DESC

Starting Coordinates: Northing 10196308.19, Easting 3122834.52

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 73°00'56" W	100.00	CURVE R	3205.00	100.00	1°47'16"	50.01	
					Rad-In: N 16°05'26" E	Rad-Out: N 17°52'42" E	
N 80°14'33" E	111.10	LINE					
S 16°05'27" W	50.00	LINE					

Ending Coordinates: Northing 10196308.19, Easting 3122834.52

Area: 2525.52 S.F., 0.0580 Acres

Total Perimeter Distance> 261.10

Closure Error Distance> 0.0038 Error Bearing> N 76°01'16" E

Closure Precision> 1 in 69564.3

EXHIBIT _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 51.515 ACRE (2,243,977 SQUARE FOOT), TRACT OF LAND SITUATED IN PART THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 AND IN PART THE JOHN POWELL SURVEY, ABSTRACT NO. 491 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 895.98 ACRE TRACT OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011013402, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 51.515 ACRE (2,243,977 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDOT type I concrete marker found for a point of curvature in the existing southeasterly right-of-way (R.O.W.) line of F.M. 2243 (80' R.O.W. width), the grid coordinates of said point for this description being determined as Northing=10194457.37, Easting=3120541.87, Texas State Plane Coordinate System, Central Zone No. 4203 (TXSPC Zone 4203), being in the northwesterly boundary line of said 895.98 acre tract;

THENCE, with said common R.O.W. / boundary line, along a curve to the right, having a radius of 11419.19 feet, a delta of 01°57'02", an arc length of 388.75 feet, and a chord which bears N 58°34'20" E, a distance of 388.73 feet to a TxDOT type I concrete marker found for a point of tangency;

THENCE, continuing with said common R.O.W. / boundary line, N 59°34'08" E for a distance of 19.40 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", the grid coordinates of said point for this description being determined as Northing=10194669.68, Easting=3120890.24, TXSPC Zone 4203, being in the proposed southwesterly R.O.W. line of Southwest Bypass (R.O.W. width varies), for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the proposed southwesterly R.O.W. line of said Southwest Bypass, continuing with said common R.O.W. / boundary line, **N 59°34'08" E** for a distance of **575.44** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed northeasterly R.O.W. line of said Southwest Bypass, for the northwest corner of the herein described tract;

THENCE, departing said common R.O.W. / boundary line, through the interior of said 895.98 acre tract, with the proposed northeasterly and northerly R.O.W. line of said Southwest Bypass, the following five (5) courses:

- 2) **S 30°25'52" E** for a distance of **470.40** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the left;
- 3) Along said curve to the left, having a radius of **1,984.39** feet, a delta angle of **25°52'50"**, an arc length of **896.35** feet, and a chord which bears **S 43°22'17" E**, for a distance of **888.75** feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of compound curvature;
- 4) Along said curve to the left, having a radius of **3,205.00** feet, a delta angle of **36°31'19"**, an arc length of **2042.96** feet, and a chord which bears **S 74°34'22" E**, for a distance of **2008.55** feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" to a point of tangency;
- 5) **N 87°09'59" E** for a distance of **1401.65** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the left;
- 6) Along said curve to the left, having a radius of **10,550.00** feet, a delta angle of **0°12'52"**, an arc length of **39.49** feet, and a chord which bears **N 87°03'33" E**, for a distance of **39.49** feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the westerly boundary line of that called 175.62 acre tract of land (Tract 1) conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas, same being the easterly boundary line of said 895.98 acre tract, for the northeast corner of the herein described tract, and from which a 1/2" iron rod found in said easterly boundary line, being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach, by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, same being the northwest corner of said 175.62 acre tract bears, N 20°07'58" W at a distance of 782.22 feet;

- 7) **THENCE**, departing the proposed northerly R.O.W. line of said Southwest Bypass, with the common boundary line of said 175.62 acre tract and said 895.98 acre tract **S 20°07'58" E** for a distance of **417.75** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed southerly R.O.W. line of said Southwest Bypass, for the southeast corner of the herein described tract;

THENCE, departing said common boundary line, through the interior of said 895.98 acre tract, with the proposed southerly and southwesterly R.O.W. line of said Southwest Bypass the following five (5) courses:

- 8) Along a curve to the right, having a radius of **10,950.00** feet, a delta angle of **0°51'24"**, an arc length of **163.72** feet, and a chord which bears **S 86°44'17" W**, for a distance of **163.72** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for a point of tangency;
- 9) **S 87°09'59" W** for a distance of **1401.65** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for the beginning of a curve to the right;
- 10) Along said curve to the right, having a radius of **3,605.00** feet, a delta angle of **36°31'19"**, an arc length of **2297.93** feet, and a chord which bears **N 74°34'22" W**, a distance of **2259.23** feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for a point of non-tangency;
- 11) **N 64°57'50" W** for a distance of **484.22** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for the beginning of a non-tangent curve to the right;
- 12) Along said curve to the right, having a radius of **3,500.00** feet, a delta angle of **18°25'54"**, an arc length of **1125.92** feet, and a chord which bears **N 37°36'34" W**, for a distance of **1121.07** feet, to the **POINT OF BEGINNING**, containing 51.515 acres (2,243,977 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

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

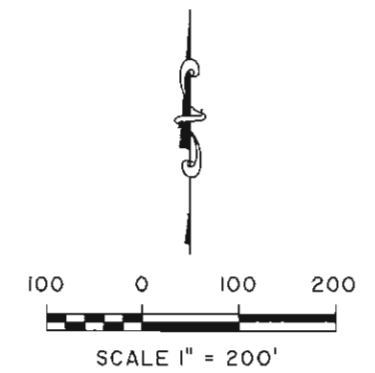
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

5 OCT 2012
Date

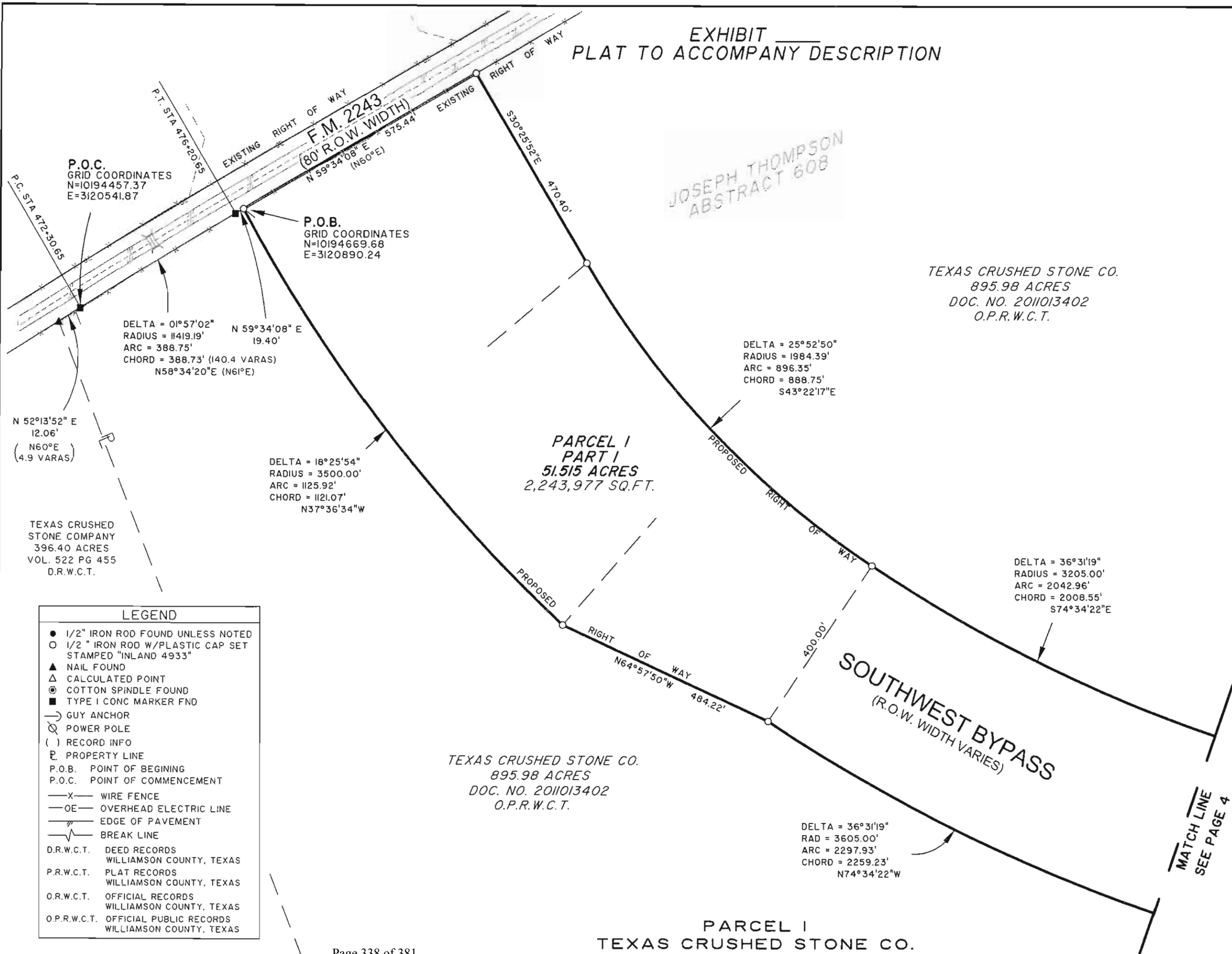
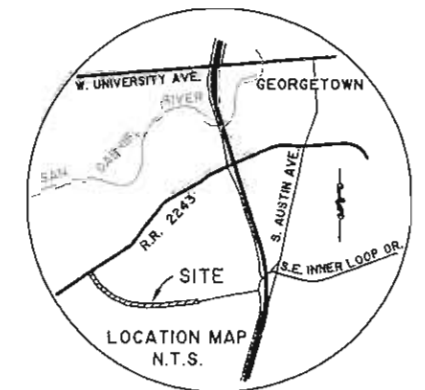


EXHIBIT _____
 PLAT TO ACCOMPANY DESCRIPTION



JOSEPH THOMPSON
 ABSTRACT 608

TEXAS CRUSHED STONE CO.
 895.98 ACRES
 DOC. NO. 2011013402
 O.P.R.W.C.T.



PARCEL I
 PART I
 51.515 ACRES
 2,243,977 SQ.FT.

TEXAS CRUSHED STONE CO.
 895.98 ACRES
 DOC. NO. 2011013402
 O.P.R.W.C.T.

PARCEL I
 TEXAS CRUSHED STONE CO.

P.O.C.
 GRID COORDINATES
 N=10194457.37
 E=3120541.87

P.O.B.
 GRID COORDINATES
 N=10194669.68
 E=3120890.24

DELTA = 01°57'02"
 RADIUS = 11419.19'
 ARC = 388.75'
 CHORD = 388.73' (140.4 VARAS)
 N58°34'20"E (N61°E)

DELTA = 25°52'50"
 RADIUS = 1984.39'
 ARC = 896.35'
 CHORD = 888.75'
 S43°22'17"E

DELTA = 18°25'54"
 RADIUS = 3500.00'
 ARC = 1125.92'
 CHORD = 1121.07'
 N37°36'34"W

DELTA = 36°31'19"
 RADIUS = 3205.00'
 ARC = 2042.96'
 CHORD = 2008.55'
 S74°34'22"E

DELTA = 36°31'19"
 RAD = 3605.00'
 ARC = 2297.93'
 CHORD = 2259.23'
 N74°34'22"W

N 52°13'52" E
 12.06'
 (N60°E)
 4.9 VARAS

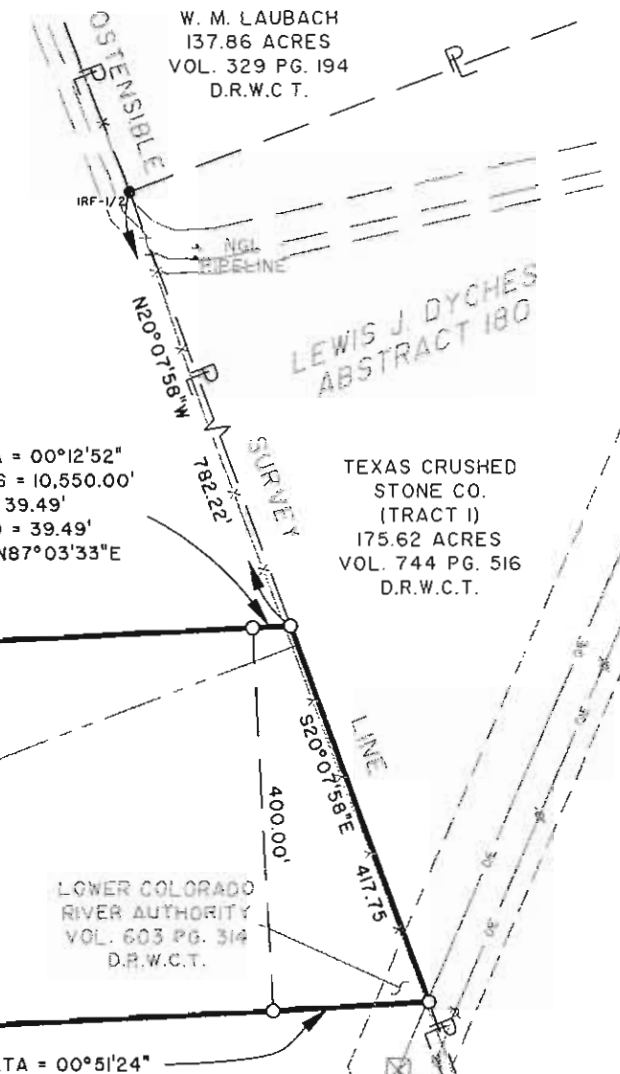
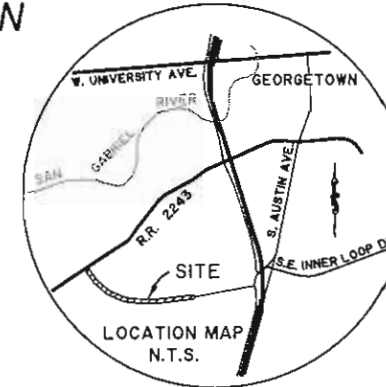
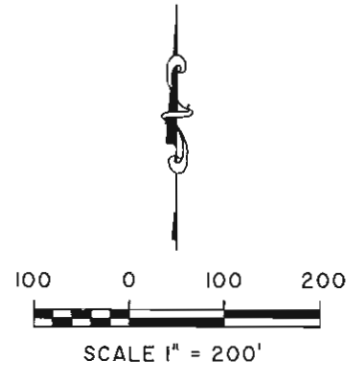
TEXAS CRUSHED
 STONE COMPANY
 396.40 ACRES
 VOL. 522 PG 455
 D.R.W.C.T.

LEGEND	
●	1/2" IRON ROD FOUND UNLESS NOTED
○	1/2" IRON ROD W/PLASTIC CAP SET STAMPED "INLAND 4933"
▲	NAIL FOUND
△	CALCULATED POINT
⊙	COTTON SPINDLE FOUND
■	TYPE I CONC MARKER FND
→	GUY ANCHOR
⊗	POWER POLE
()	RECORD INFO
—	PROPERTY LINE
P.O.B.	POINT OF BEGINING
P.O.C.	POINT OF COMMENCEMENT
—x—	WIRE FENCE
—OE—	OVERHEAD ELECTRIC LINE
—	EDGE OF PAVEMENT
—	BREAK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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

**EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION**

TEXAS CRUSHED STONE CO.
895.98 ACRES
DOC. NO. 2011013402
O.P.R.W.C.T.



SOUTHWEST BYPASS
(R.O.W. WIDTH VARIES)

DELTA = 36°31'19"
RADIUS = 3605.00'
ARC = 2297.93'
CHORD = 2259.23'
N74°34'22"W

TEXAS CRUSHED STONE CO.
895.98 ACRES
DOC. NO. 2011013402
O.P.R.W.C.T.

- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
 - THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. I20067128 P, ISSUED BY STEWART TITLE COMPANY, EFFECTIVE DATE 08/29/2012, ISSUE DATE 09/05/2012.
- SCHEDULE B:
- EASEMENT TO TEXAS POWER & LIGHT CO., RECORDED IN VOLUME 309, PAGE 396, O.R.W.C.T. DOES NOT AFFECT.
 - 100' WIDE EASEMENT TO LOWER COLORADO RIVER AUTHORITY (L.C.R.A.), RECORDED IN VOLUME 336, PAGE 48, O.R.W.C.T. DOES NOT AFFECT.
 - CHANNEL EASEMENT TO STATE OF TEXAS, RECORDED IN VOLUME 409, PAGE 78, D.R.W.C.T. DOES NOT AFFECT.
 - PIPELINE EASEMENT TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 851, PAGE 815, D.R.W.C.T. AND SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT, RECORDED IN VOLUME 2230, PAGE 215, O.R.W.C.T. DOES NOT AFFECT.
 - 100' WIDE EASEMENT TO LOWER COLORADO RIVER AUTHORITY (L.C.R.A.), RECORDED IN VOLUME 603, PAGE 314, O.R.W.C.T. AFFECTS AS SHOWN.
 - CONTRACT AND AGREEMENT WITH CITY OF GEORGETOWN, RECORDED IN VOLUME 1515, PAGE 297, O.R.W.C.T. AMENDMENT RECORDED IN DOCUMENT NO. 9547979, O.R.W.C.T. SUBJECT TO.
 - ACCESS EASEMENT TO L.C.R.A., RECORDED IN VOLUME 2253, PAGE 131, O.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO L.C.R.A., RECORDED IN VOLUME 2253, PAGE 177, O.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2008089437, O.P.R.W.C.T., DOES NOT AFFECT.
 - UTILITY EASEMENT TO CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2009029384, O.P.R.W.C.T. DOES NOT AFFECT.
 - TERMS, PROVISIONS AND CONDITIONS OF THAT CERTAIN INDUSTRIAL DISTRICT AGREEMENT, BY AND BETWEEN TEXAS CRUSHED STONE AND CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2011022308, O.P.R.W.C.T., SUBJECT TO.
 - THERE MAY BE OTHER INSTRUMENTS OF RECORD UNKNOWN TO THE UNDERSIGNED THAT MAY AFFECT THIS TRACT.

LEGEND	
●	1/2" IRON ROD FOUND UNLESS NOTED
○	1/2" IRON ROD W/PLASTIC CAP SET STAMPED "INLAND 4933"
▲	NAIL FOUND
△	CALCULATED POINT
⊙	COTTON SPINDLE FOUND
■	TYPE 1 CONC MARKER FND
—	GUY ANCHOR
⊗	POWER POLE
()	RECORD INFO
⊥	PROPERTY LINE
P.O.B.	POINT OF BEGINING
P.O.C.	POINT OF COMMENCEMENT
—x—	WIRE FENCE
—OE—	OVERHEAD ELECTRIC LINE
—	EDGE OF PAVEMENT
—	BREAK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

M. Stephen Truesdale 5 OCT 2012

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



**PARCEL I
TEXAS CRUSHED STONE CO.**

PAGE 4 OF 4

**INLAND
GEODETICS**

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

EXHIBIT _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 4.594 ACRE (200,131 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 895.98 ACRE TRACT OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN DOC. NO. 2011013402, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.594 ACRE (200,131 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1 CONTAINING 2.241 ACRES (97,616 SQUARE FEET), AND PART 2 CONTAINING 2.353 ACRES (102,515 SQUARE FEET) BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (2.241 ACRE 97,616 SQUARE FOOT)

COMMENCING at a 1/2" iron rod found, in the easterly boundary line of said 895.98 acre tract, being the northwest corner of that called 175.62 acre tract (Tract I) conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas, same being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, Texas State Plane Coordinate System, Central Zone No. 4203 (TXSPC Zone 4203);

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, S 20°07'58" E for a distance of 782.22 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width);

THENCE, departing said common boundary line, through the interior of said 895.98 acre tract, with said proposed northerly R.O.W. line, the following three (3) courses:

Along said curve to the right, having a delta angle of 00°12'52", a radius of 10,550.00 feet, an arc length of 39.49 feet, and a chord which bears S 87°03'33" W for a distance of 39.49 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of tangency;

S 87°09'59" W for a distance of 1401.65 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;

Along said curve to the right, having a delta angle of 09°55'05", a radius of 3,205 feet, an arc length of 554.79 feet, and a chord which bears N 87°52'29" W for a distance of 554.10 feet to a calculated point for the southeast corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193395.91, Easting=3123617.07, TXSPC Zone 4203;

- 1) **THENCE**, continuing through the interior of said 895.98 acre tract, with said proposed northerly R.O.W. line, along a curve to the right, having a delta angle of **09°00'23"**, a radius of **3,205.00** feet, an arc length of **503.79** feet, and a chord which bears **N 78°24'45" W** for a distance of **503.28** feet to a calculated point, for the southwest corner of the herein described tract;

THENCE, departing said proposed northerly R.O.W. line, and continuing through the interior of said 895.98 acre tract, the following three (3) courses:

- 2) **N 16°05'27" E** for a distance of **200.00** feet to a calculated point for the northwest corner of the herein described tract;
- 3) Along said curve to the left, having a delta angle of **09°00'23"**, a radius of **3,005.00** feet, an arc length of **472.36** feet, and a chord which bears **S 78°24'45" E** for a distance of **471.87** feet to a calculated point, for the northeast corner of the herein described tract;
- 4) **S 07°05'04" W** for a distance of **200.00** feet to the **POINT OF BEGINNING**, containing 2.241 acres (97,616 square feet) of land, more or less.

PART 2 (2.353 ACRE 102,515 SQUARE FOOT)

COMMENCING at a 1/2" iron rod found, in the easterly boundary line of said 895.98 acre tract, being the northwest corner of that called 175.62 acre tract (Tract I) conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas, same being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, TXSPC Zone 4203;

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, **S 20°07'58" E** at a distance of 782.22 feet pass a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width), and continuing for a total distance of 1199.97 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed southerly R.O.W. line of said Southwest Bypass;

THENCE, departing said common boundary line, and through the interior of said 895.98 acre tract, with said proposed southerly R.O.W. line, the following three (3) courses:

Along a curve to the right, having a delta angle of **00°51'24"**, a radius of 10,950.00 feet, an arc length of 163.72 feet, and a chord which bears **S 86°44'17" W** for a distance of 163.72 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of tangency;

S 87°09'59" W for a distance of 1401.65 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;

Along said curve to the right, having a delta angle of **10°30'40"**, a radius of 3,605.00 feet, an arc length of 661.34 feet, and a chord which bears **N 87°34'41" W** for a distance of 660.41 feet to a calculated point, for the northeast corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193003.81, Easting=3123530.75, TXSPC Zone 4203;

THENCE, departing said proposed southerly R.O.W. line, and continuing through the interior of said 895.98 acre tract, the following three (3) courses:


- 1) **S 07°36'08" W** for a distance of **200.00** feet to a calculated point for the southeast corner of the herein described tract;
- 2) Along a curve to the right, having a delta angle of **07°55'43"**, a radius of **3,805.00** feet, an arc length of **526.54** feet, and a chord which bears **N 78°21'44" W** for a distance of **526.12** feet to a calculated point for the southwest corner of the herein described tract;
- 3) **N 15°36'13" E** for a distance of **200.00** feet to a calculated point in said proposed southerly R.O.W. line for the northwest corner of the herein described tract;
- 4) **THENCE**, with said proposed southerly R.O.W. line, and continuing through the interior of said 895.98 acre tract, along said curve to the left, having a delta angle of **07°55'29"**, a radius of **3,605.00** feet, an arc length of **498.61** feet, and a chord which bears **S 78°21'37" E** for a distance of **498.21** feet to the **POINT OF BEGINNING**, containing 2.353 acres (102,515 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

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

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

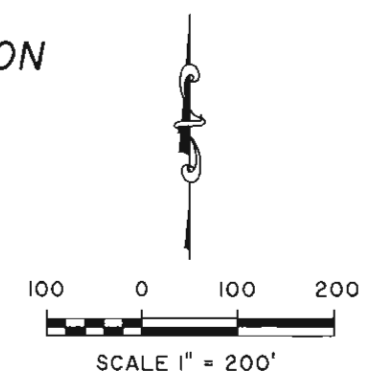

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200


Date



**EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION**

TEXAS CRUSHED STONE CO.
895.98 ACRES
DOC. NO. 2011013402
O.P.R.W.C.T.



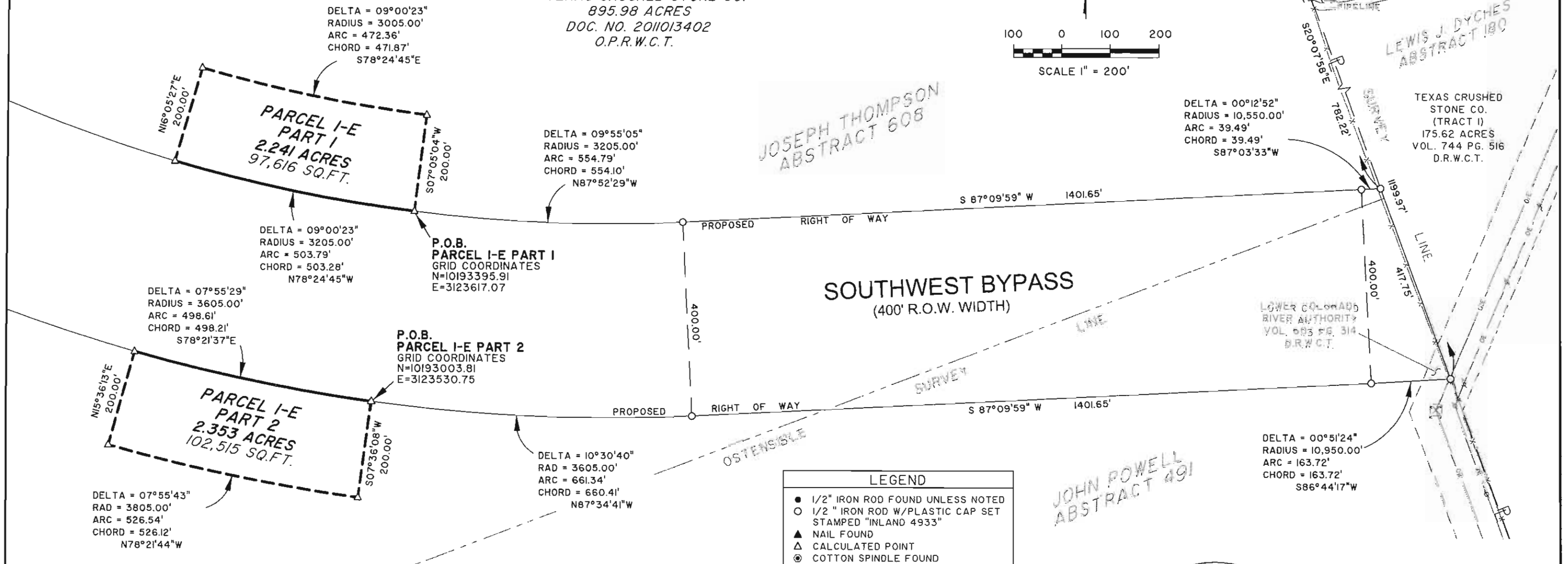
W. M. LAUBACH
137.86 ACRES
VOL. 329 PG. 194
D.R.W.C.T.
P.O.C. PARCEL I-E PARTS 1 AND 2
GRID COORDINATES
N=10194180.99
E=3125340.68

LEWIS J. DYCHES
ABSTRACT 180

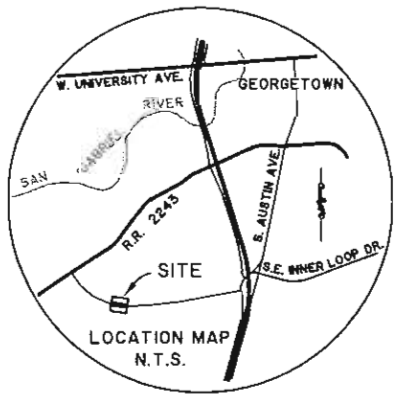
TEXAS CRUSHED STONE CO.
(TRACT I)
175.62 ACRES
VOL. 744 PG. 516
D.R.W.C.T.

JOSEPH THOMPSON
ABSTRACT 608

JOHN POWELL
ABSTRACT 491



LEGEND	
●	1/2" IRON ROD FOUND UNLESS NOTED
○	1/2" IRON ROD W/PLASTIC CAP SET STAMPED "INLAND 4933"
▲	NAIL FOUND
△	CALCULATED POINT
⊙	COTTON SPINDLE FOUND
■	TYPE I CONC MARKER FND
→	GUY ANCHOR
⊗	POWER POLE
()	RECORD INFO
⊥	PROPERTY LINE
P.O.B.	POINT OF BEGINING
P.O.C.	POINT OF COMMENCEMENT
—X—	WIRE FENCE
—OE—	OVERHEAD ELECTRIC LINE
—	EDGE OF PAVEMENT
—/—/—	BREAK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF WILLIAMSON
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.
M. Stephen Truesdale 5 OCT 2012



**PARCEL I-E PARTS 1 & 2
TEXAS CRUSHED STONE CO.**

PAGE 4 OF 4

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
11504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251

EXHIBIT _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 23.012 ACRE (1,002,420 SQUARE FOOT), TRACT OF LAND SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 175.62 ACRE TRACT (TRACT I) OF LAND, AND A PORTION OF THAT CALLED 4.00 ACRE TRACT (TRACT II) OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN VOLUME 744, PAGE 516, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 23.012 ACRE (1,002,420 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the easterly boundary line of that called 895.98 acre tract of land conveyed to Texas Crushed Stone Co., by instrument recorded in Document No. 2011013402 of the Official Public Records of Williamson County, Texas, same being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, same being the northwest corner of said 175.62 acre tract, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, Texas State Plane Coordinate System, Central Zone No. 4203 (TXSPC Zone 4203);

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, S 20°07'58" E for a distance of 782.22 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", at a point in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width), for the northwest corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193446.67, Easting=3125609.88, TXSPC Zone 4203;

THENCE, departing said common boundary line, through the interior of said 175.62 acre tract and said 4.00 acre tract, with said proposed northerly R.O.W. line the following two (2) courses:

- 1) Along a curve to the left, having a delta angle of **07°57'12"**, a radius of **10,550.00** feet, an arc length of **1464.45** feet, and a chord which bears **N 82°58'31" E** for a distance of **1463.27** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of tangency;
- 2) **N 78°59'55" E**, passing at a distance of 469.28 feet, the calculated intersection with the northwesterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most northerly corner of said 4.00 acre tract bears, **N 34°05'01" E** at a distance of 114.17 feet, passing at a distance of 627.89 feet, the calculated intersection with the northeasterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most easterly corner of said 4.00 acre tract, bears **S 54°58'09" E** at a distance of 305.57 feet, for a total distance of **1149.57** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the existing westerly R.O.W. line of the Georgetown Railroad (R.O.W. width varies), same being the easterly boundary line of said 175.62 acre tract, for the northeast corner of the herein described tract;

THENCE, departing the proposed northerly R.O.W. line of said Southwest Bypass, with said existing westerly R.O.W. line, same being the easterly boundary line of said 175.62 acre tract, the following two (2) courses:

- 3) **S 9°22'23" W** for a distance of **349.37** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;
- 4) Along said curve to the right, having a delta angle of **0°46'45"**, a radius of **5,699.65** feet, an arc length of **77.52** feet, and a chord which bears **S 09°45'45" W** for a distance of **77.52** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed southerly ROW line of said Southwest Bypass, being the southeast corner of the herein described tract;

THENCE, departing said existing westerly R.O.W. line, through the interior of said 175.62 acre tract and said 4.00 acre tract, with the southerly proposed R.O.W. line of said Southwest Bypass, the following two (2) courses:

- 5) **S 78°59'55" W**, passing at a distance of 340.95 feet, the calculated intersection with the southeasterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most southerly corner of said 4.00 acre tract bears, **S 34°04'20" W** at a distance of 162.20 feet, passing at a distance of 566.49 feet the calculated intersection with the southwesterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most westerly corner of said 4.00 acre tract bears, **N 55°01'25" W** at a distance of 258.36 feet, for a total distance of **1000.45** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;
- 6) Along said curve to the right, having a delta angle of **07°18'40"**, a radius of **10,950.00** feet, an arc length of **1397.24** feet, and a chord which bears **S 82°39'15" W** for a distance of **1396.30** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the common boundary line of said 895.98 acre tract and said 175.62 acre tract;
- 7) **THENCE** departing the southerly ROW line of said Southwest Bypass, with said common boundary line, **N 20°07'58" W** for a distance of **417.75** feet to the **POINT OF BEGINNING**, containing 23.012 acres (1,002,420 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

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

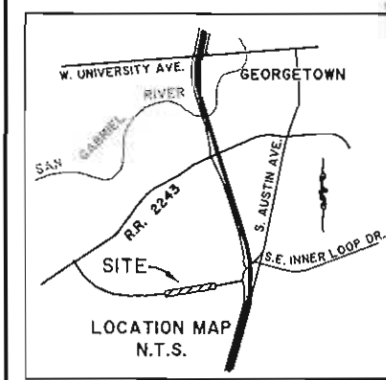
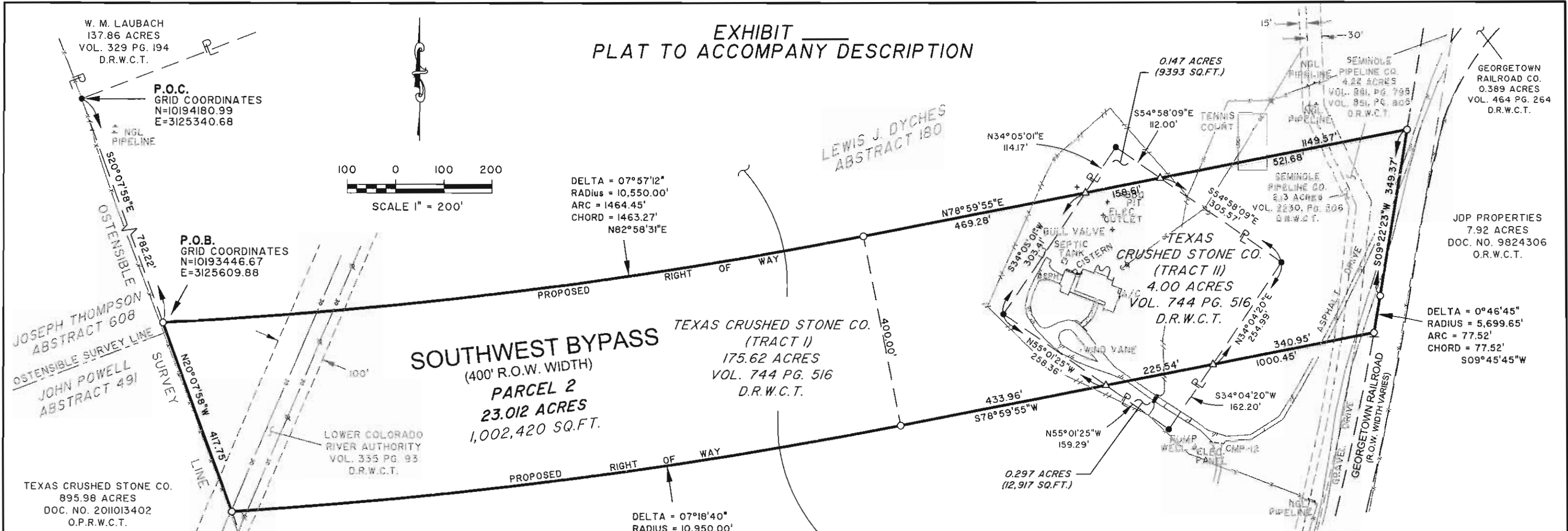
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

5 OCT 2012
Date



EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION



STATE OF TEXAS
COUNTY OF WILLIAMSON

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

M. Stephen Truesdale 5 OCT 2012

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



- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
 - THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. I2006687I, F, ISSUED BY STEWART TITLE COMPANY, EFFECTIVE DATE MAY 26, 2012, ISSUE DATE JUNE 5, 2012.
- SCHEDULE B:
- EASEMENT TO TEXAS POWER & LIGHT CO., RECORDED IN VOLUME 302, PAGE 112, D.R.W.C.T. FROM IT'S DESCRIPTION, CAN NOT BE LOCATED.
 - EASEMENT TO TEXAS POWER & LIGHT CO., RECORDED IN VOLUME 302, PAGE 113, D.R.W.C.T. FROM IT'S DESCRIPTION, CAN NOT BE LOCATED.
 - EASEMENT TO LOWER COLORADO RIVER AUTHORITY, RECORDED IN VOLUME 335, PAGE 93, D.R.W.C.T. AFFECTS AS SHOWN.
 - EASEMENT TO TEXAS POWER & LIGHT CO., RECORDED IN VOLUME 364, PAGE 345, D.R.W.C.T. FROM IT'S DESCRIPTION, CAN NOT BE LOCATED.
 - EASEMENT TO LESTER L. IHMS AND WIFE, JANET IHMS, RECORDED IN VOLUME 461, PAGE 493, D.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO TEXAS POWER & LIGHT CO., RECORDED IN VOLUME 467, PAGE 404, D.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO STATE OF TEXAS, RECORDED IN VOLUME 466, PAGE 382, D.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO TEXAS POWER & LIGHT CO., RECORDED IN VOLUME 489, PAGE 281, D.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO SEMINOLE PIPELINE CO., RECORDED IN VOLUME 851, PAGE 795, D.R.W.C.T., AND AS MODIFIED BY INSTRUMENT RECORDED IN VOLUME 2230, PAGE 206, O.R.W.C.T. AFFECTS AS SHOWN.
 - EASEMENT TO SEMINOLE PIPELINE CO., RECORDED IN VOLUME 851, PAGE 805, D.R.W.C.T. AFFECTS AS SHOWN.
 - TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN INDUSTRIAL DISTRICT AGREEMENT, BY AND BETWEEN TEXAS CRUSHED STONE AND GEORGETOWN RAILROAD, INC. AND THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2011022308, O.P.R.W.C.T. SUBJECT TO.
 - CONTRACT AND AGREEMENT, BY AND BETWEEN TEXAS CRUSHED STONE AND GEORGETOWN RAILROAD, INC., AND THE CITY OF GEORGETOWN, RECORDED IN VOLUME 1515, PAGE 304, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND SECOND AMENDED AGREEMENT, RECORDED IN DOCUMENT NO. 9547978, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. SUBJECT TO.
 - TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT, BY AND BETWEEN CITY OF ROUND ROCK, GEORGETOWN RAILROAD COMPANY, INC. AND TEXAS CRUSHED STONE COMPANY, RECORDED IN DOCUMENT NO. 2002046116, O.P.R.W.C.T. DOES NOT AFFECT.
- 3) THERE MAY BE OTHER INSTRUMENTS OF RECORD UNKNOWN TO THE UNDERSIGNED THAT MAY AFFECT THIS TRACT.

LEGEND	
●	1/2" IRON ROD FOUND UNLESS NOTED
○	1/2" IRON ROD W/PLASTIC CAP SET STAMPED "INLAND 4933"
▲	NAIL FOUND
△	CALCULATED POINT
⊙	COTTON SPINDLE FOUND
■	TYPE I CONC MARKER FND
—○—	GUY ANCHOR
—○—	POWER POLE
()	RECORD INFO
—	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
—X—	WIRE FENCE
—OE—	OVERHEAD ELECTRIC LINE
—	EDGE OF PAVEMENT
—	BREAK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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

EXHIBIT ____

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.611 ACRE (70,156 SQUARE FOOT), TRACT OF LAND SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 175.62 ACRE TRACT (TRACT I) OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN VOLUME 744, PAGE 516, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.611 ACRE (70,156 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the easterly boundary line of that 895.98 acre tract of land conveyed to Texas Crushed Stone Co., by instrument recorded in Document No. 2011013402 of the Official Public Records of Williamson County, Texas, being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, same being the northwest corner of said 175.62 acre tract, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, Texas State Plane Coordinate System, Central No. Zone 4203 (TXSPC Zone 4203);

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, S 20°07'58" E for a distance of 782.22 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width);

THENCE, departing said common boundary line, through the interior of said 175.62 acre tract, with said proposed northerly R.O.W. line, along a curve to the left, having a delta angle of 07°08'38", a radius of 10,550.00 feet, an arc length of 1315.44 feet, and a chord which bears N 83°22'48" E for a distance of 1314.58 feet to a calculated point, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193598.20, Easting=3126915.52, TXSPC Zone 4203;

THENCE, departing said proposed northerly R.O.W. line, and continuing through the interior of said 175.62 acre tract, the following three (3) courses:

- 1) **N 10°51'01" W** for a distance of **175.00** feet to a calculated point for the northwest corner of the herein described tract;
- 2) **N 79°08'59" E** for a distance of **400.00** feet to a calculated point for the northeast corner of the herein described tract;

- 3) **S 10°51'01" E** for a distance of **175.00** feet to a calculated point, being in said proposed northerly R.O.W. line, for the southeast corner of the herein described tract; and from which a 1/2" iron rod found, being the most northerly corner of that called 4.00 acre tract (Tract II) of land conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas bears, N 78°59'55" E at a distance of 218.29 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the northwesterly boundary line of said 4.00 acre tract, and N 34°05'01" E with said northwesterly boundary line, at a distance of 114.17 feet;

THENCE, continuing through the interior of said 175.62 acre tract, with said proposed northerly R.O.W. line, the following two (2) courses:

- 4) **S 78°59'55" W** for a distance of **250.99** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;
- 5) Along said curve to the right, having a delta angle of **0°48'33"**, a radius of **10,550.00** feet, an arc length of **149.01** feet, and a chord which bears **S 79°24'12" W** for a distance of **149.01** feet to the **POINT OF BEGINNING**, containing 1.611 acres (70,156 square feet) of land, more or less.

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

This property description is accompanied by a separate plat.

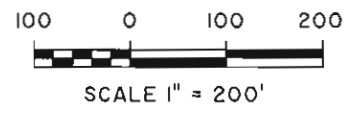
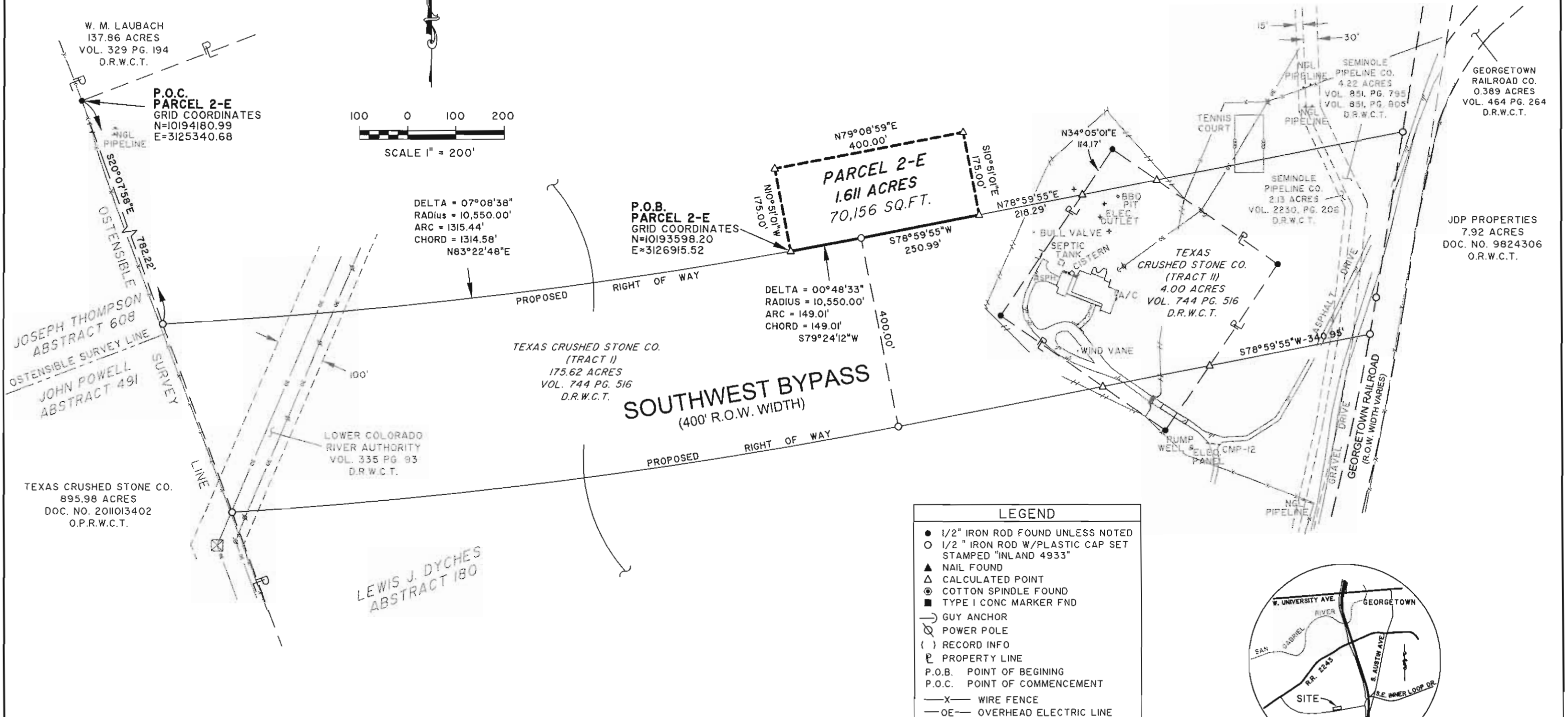
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale 5 OCT 2012
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200



EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION



DELTA = 07°08'38"
RADIUS = 10,550.00'
ARC = 1315.44'
CHORD = 1314.58'
N83°22'48"E

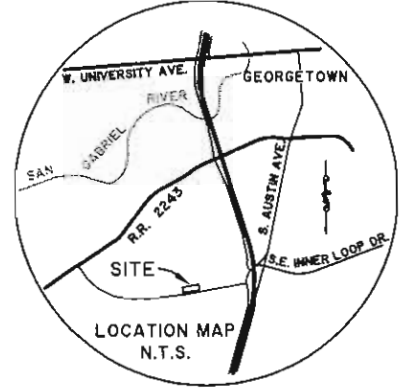
P.O.B. PARCEL 2-E
GRID COORDINATES
N=10193598.20
E=3126915.52

DELTA = 00°48'33"
RADIUS = 10,550.00'
ARC = 149.01'
CHORD = 149.01'
S79°24'12"W

TEXAS CRUSHED STONE CO.
(TRACT I)
175.62 ACRES
VOL. 744 PG. 516
D.R.W.C.T.

SOUTHWEST BYPASS
(400' R.O.W. WIDTH)

LEGEND	
●	1/2" IRON ROD FOUND UNLESS NOTED
○	1/2" IRON ROD W/PLASTIC CAP SET STAMPED "INLAND 4933"
▲	NAIL FOUND
△	CALCULATED POINT
⊙	COTTON SPINDLE FOUND
■	TYPE I CONC MARKER FND
—○—	GUY ANCHOR
—X—	POWER POLE
()	RECORD INFO
⌘	PROPERTY LINE
P.O.B.	POINT OF BEGINING
P.O.C.	POINT OF COMMENCEMENT
—X—	WIRE FENCE
—OE—	OVERHEAD ELECTRIC LINE
—//—	EDGE OF PAVEMENT
—/—/—	BREAK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF WILLIAMSON
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.
M. Stephen Truesdale 5 OCT 2012

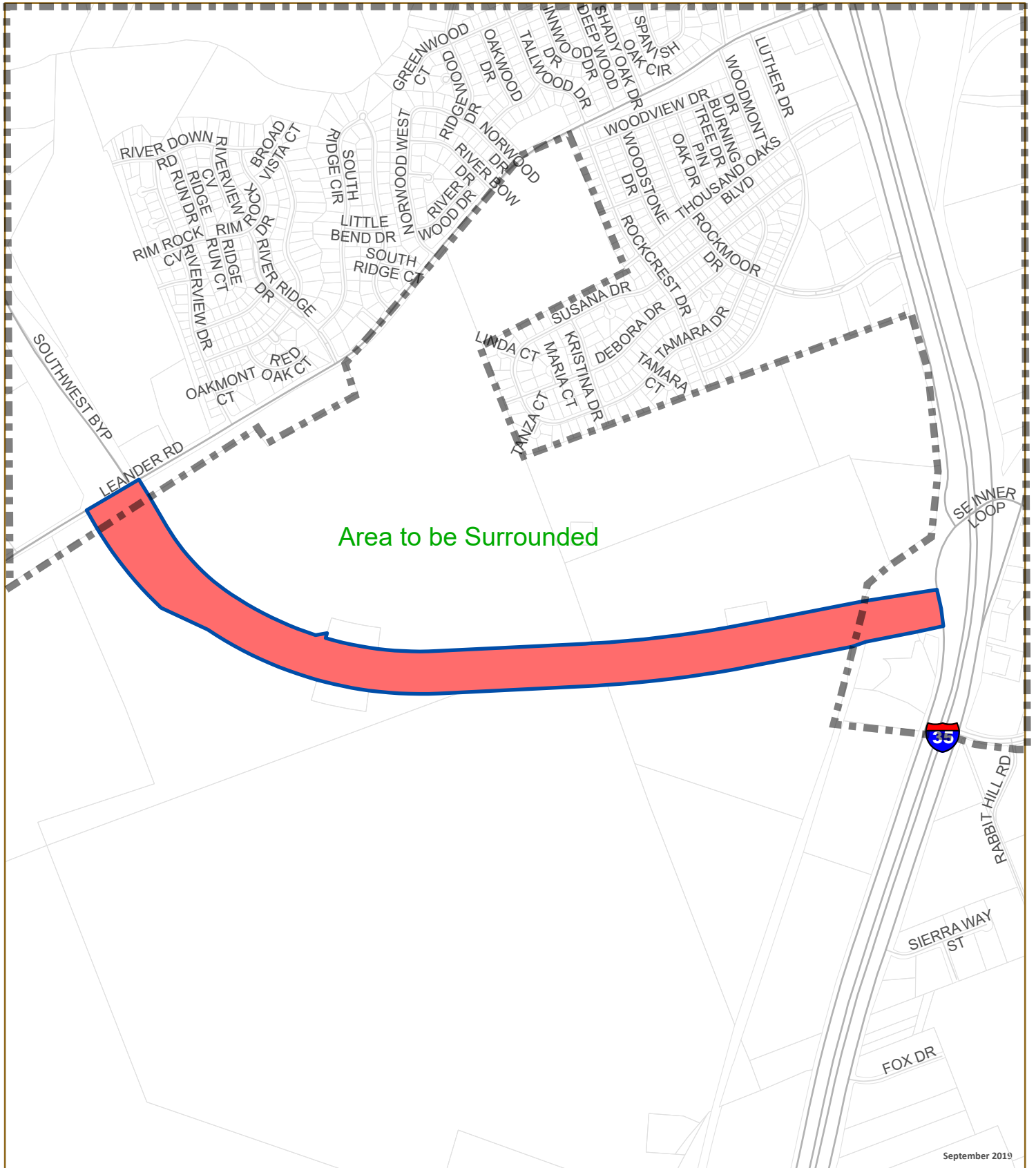
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
FIRM REG. NO. 100591-00
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681



PARCEL 2-E
TEXAS CRUSHED STONE CO.

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

Exhibit C
Area to be Surrounded by City Limits



September 2019





 City Limits
 Proposed Annex Areas



Exhibit C

**CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: SOUTHWEST BYPASS
(IH-35 TO FM 2243)
COUNCIL DISTRICT: No. 2
DATE: DECEMBER 10, 2019**

I. INTRODUCTION

This Service Plan (the “Plan”) is made by the City of Georgetown, Texas (“City”) pursuant to Sections 43.056(b)-(o) and 43.065 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 “Southwest Bypass (IH-35 to FM 2243)”. 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 October 22, 2019 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 to 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. Fire Protection and Emergency Medical 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.
- 2. Police** – The City’s Police Department will provide protection and law enforcement services.
- 3. Planning and Development, Building Permits, and Inspections Services** - The City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
- 4. Parks and Recreational Facilities.** Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- 5. Other Publicly Owned Buildings.** Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
- 6. Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area
- 7. Stormwater Utility Services** – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
- 8. 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.

- 9. 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 in accordance with City ordinances, standards, policies and procedures.
- 10. Solid Waste Services**– The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- 11. Code Compliance**– The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
- 12. Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.
- 13. Business Licenses and Regulations** – Upon annexation, the City shall provide business licensing services (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) in the annexed area
- 14. Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.
- 15. Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to 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 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 City Code of Ordinances. Upon the

Development of any property in the annexed area, the provisions 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, , 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 inability 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 43.063 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. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

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.

City of Georgetown, Texas
City Council Regular Meeting
October 22, 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 and 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 -- Wayne Nero, Police Chief

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:

GEDCO Project Update

GTAB Project Update

GTEC Project Update

GEDCO - AGREEMENTS STATUS REPORT

August 19, 2019

Name	Description	Start Date (Council Approved)	End Date	\$ Encumbered	\$ Expended
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	
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	
Confido III, LLC	Infrastructure reimbursement grant for \$600,00 to assist with construction of an access road and turn lane to maintain access to the Georgetown airport as area land development continues.	3/8/2019	3/31/2022	\$ 600,000.00	
Sedro Crossing	Infrastructure reimbursement grant of \$250,000 to assist with utilities and access points for construction of 170,000 square feet of new professional office space on Williams Dr.	3/26/2019	12/31/2023	\$ 250,000.00	

GEDCO - AGREEMENTS STATUS REPORT

August 19, 2019

Name	Description	Start Date (Council Approved)	End Date	\$ Encumbered	\$ Expended
Atmos Energy	Infrastructure reimbursement grant of \$148,499.36 for the installation of 776 feet gas main along 7th, 8th, and 9th streets.	4/6/2019		\$ 148,499.36	

October 2019 GTAB Updates Cover Sheet

FM 971 - Realignment at Austin Avenue:

TxDOT review from district office met 5-21 on 90% plans Klotz submitted 100 % plans in August. Environmental complete and submitted.

Scheduled engineering completion 2019

Northwest Blvd:

Pre-con held 8-19 Chasco beginning to prep ROW, and finishing construction survey

Rivery Blvd Extension:

Project walk through 8-28-19 punch list established road to open to traffic 9-3-19
Planned to complete August 2019

EB Williams @ Rivery Turn Lane

COG Electric/Fiber has relocated utilities. Atmos has completed line upgrades and relocations needed. Suddenlink is scheduling relocation. Fiber Light ready to relocate after Suddenlink has moved.

Southwest Bypass (RM 2243 to IH 35) Phase 1:

Complete

Southwest Bypass (RM 2243 to IH 35) Phase 2:

Subgrade complete, Base course 90%

Bridge 95% complete

Completion scheduled 4th quarter 2019

Rock Water Quality Pond Improvements:

WPAP modifications defined and GA is being included into the TCEQ application. WPAP approval has been received from TCEQ. Council approved. Contracts are being routed for signatures. MA Smith tentative to start Mid-October. Pre-con to be scheduled.

Old Town "Northeast" Sidewalk:

Bid Opening held on July 16th 2019. GTAB approved recommendation of award to Choice Builders LLC on August 9th, City Council approved on August 27th. Contract are fully executed. Groundbreaking to be held on October 8th. Contractor to start on project the week of October 7th 2019.

Austin Ave Sidewalks – Hwy 29 to Leander Rd.:

Contractor completing striping work project wide. TDLR inspection to occur 10-10-19. Contractor to complete punch list items after TDLR inspection.

Shell Sidewalk Improvements:

95% design complete. Easement at Shell road and Sequoia spur has been secured. Tentatively scheduled to start advertising 10-13.

17th St. CDBG Sidewalk:

Working on 95% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts. Bid Opening held on September 10th 2019. Royal Vista apparent low qualified bidder. GTAB to consider on October 11th followed by City Council

2019 HIPR:

NTP issued for 6/24/19, Crews have completed paving all of Old Town and Berry Creek. Crews have begun paving on Sun City Blvd.

2019 High Performance Pavement Seal Package #1 (PMM)

Contractor has completed application of high performance pavement sealer in University Park, Raintree and Sun City. Punch list items have been completed. All striping work has been completed. Project closing documents in process.

2019 High Performance Pavement Seal Package #2 (HA5)

Contractor has completed HA5 pavement seal application in Georgetown Village. Striping work to take place from Oct 2nd through Oct. 4th 2019. Punch list items to be addressed.

17th Street Rehab

Bid opening held on August 28th 2019. GTAB & Council approved. Contracts being routed for signatures. Pre-con to be set, start date to be determined.

2018 Curb & Gutter

Project will be bid with 17th Street rehab. Bid opening held on August 28th 2019. GTAB & Council approved. Contracts being routed for signatures. Pre-con to be set, start date to be determined

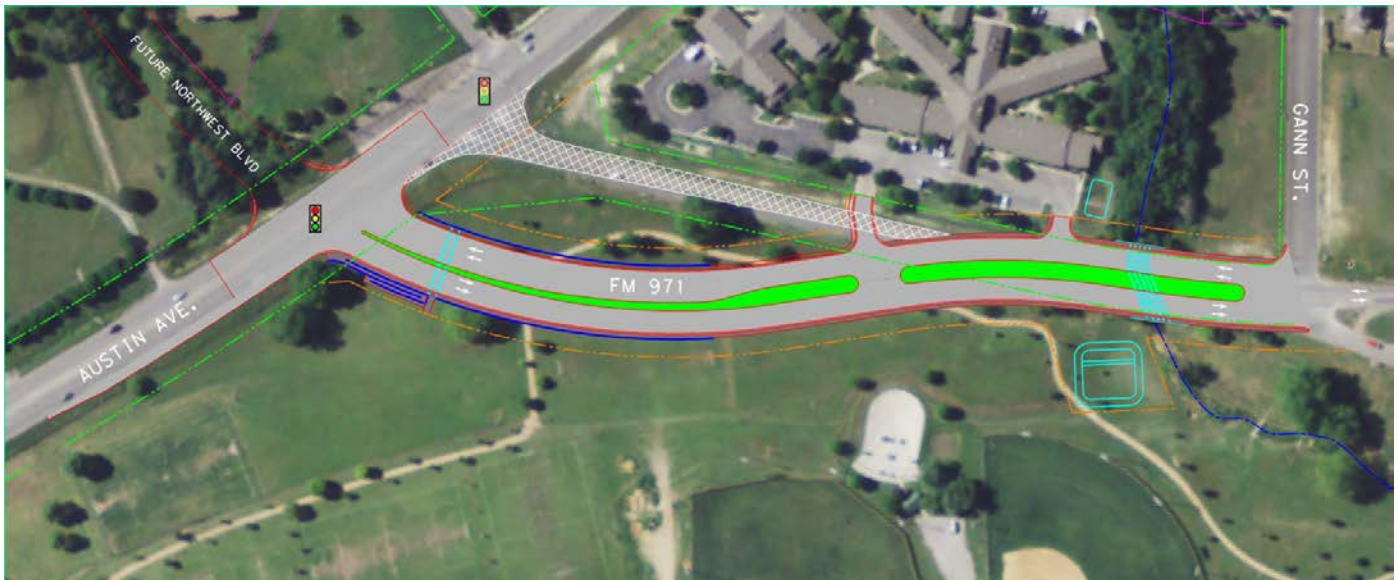
**FM 971 at Austin Avenue
 Realignment Intersection Improvements
 Project No. 1BZ TIP No. AG
 Unchanged - October 2019**

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	TxDOT review from district office met 5-21 on 90% plans Klotz submitted 100 % plans in August. Environmental complete and submitted. 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.

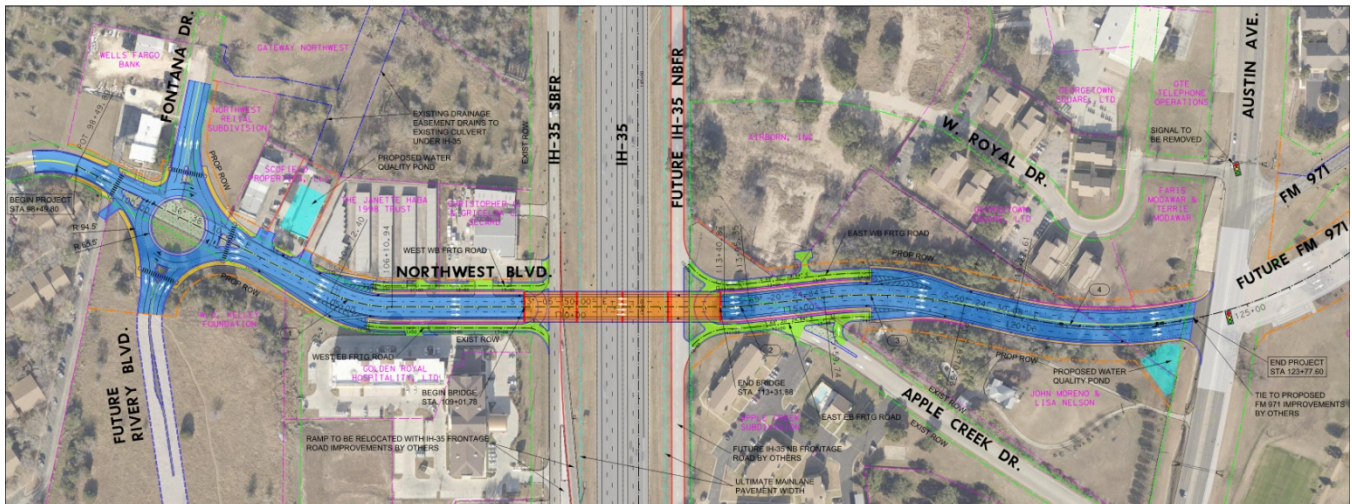
**Northwest Boulevard
(Fontana Drive to Austin Avenue)
Project No. 5QX TIP No. AF
Unchanged- October 2019**

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 Complete
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	pre-con held 8-19 Chasco beginning to prep ROW, and finishing construction survey
Other Issues	

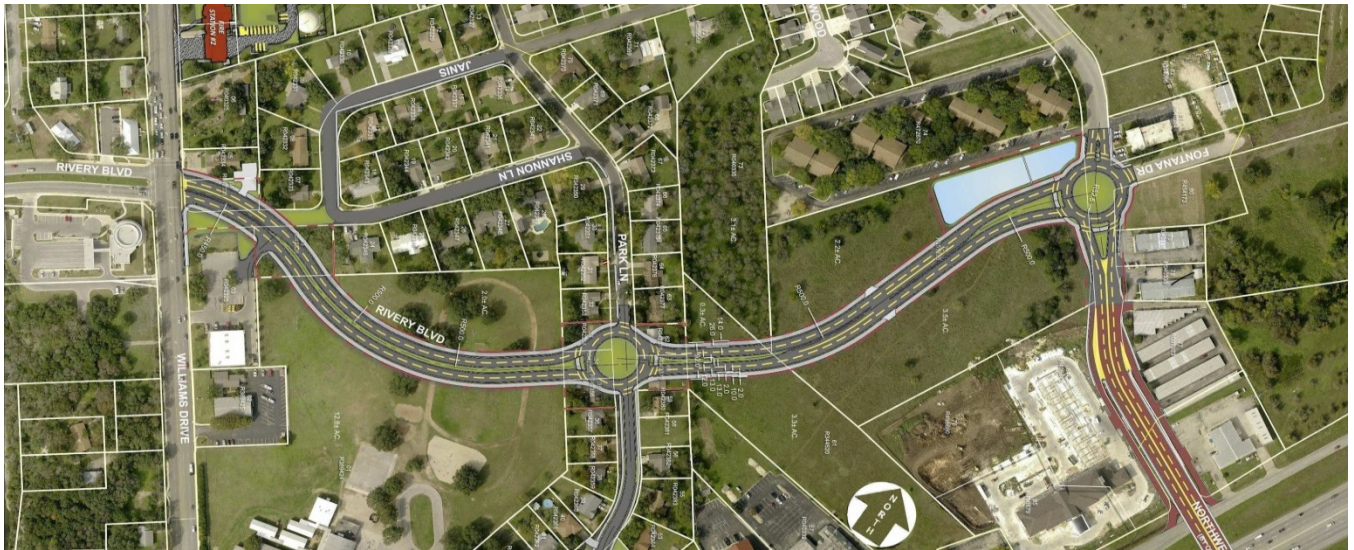
Rivory Boulevard Extension
(Williams Drive to Northwest Boulevard @ Fontana Drive)
Project No. 5RM TIP No. AD
Unchanged - October 2019

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 Rivory 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 Rivory 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	Project walk through 8-28-19 punch list established road to open to traffic 9-3-19 Planned to complete August 2019	
Other Issues		

Right Turn Lane EB Williams Driver @ Rivery Blvd

Project No. 5RP TIP No. None

October 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. TCEQ WPAP approval received. Easements/ROW contracts have been signed, Closing scheduled for June 28 th . Change Order for Joe Bland approved. PO has been created.		
Environmental /Archeology	TBD		
Rights of Way	All easements acquired.	Total Parcels:	3
		Appraised:	3
		Offers:	3
		Acquired:	3
		Closing pending:	0
		Condemnation:	0
Utility Relocations	Atmos to relocate 1 – 3” line - completed		
Bid Phase	TBD		
Construction	COG Electric/Fiber has relocated utilities. Atmos has completed line upgrades and relocations needed. Suddenlink is scheduling relocation. Fiber Light ready to relocate after Suddenlink has moved.		
Other Issues	TBD		

Southwest Bypass Project
(RM 2243 to IH 35)
Project No. 1CA Project No. BK
Unchanged – October 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	<p>(Southwest Bypass (RM 2243 to IH 35) Phase 1 – WPAP for phase 1 approved.</p> <p>On site tasks: Phase 1</p> <ul style="list-style-type: none"> ○ Complete <p>Southwest Bypass (RM 2243 to IH 35) Phase 2 –</p> <p>Subgrade complete, base course 90%</p> <p>Bridge 95%</p> <p>Project completion scheduled last quarter 2019</p>
Rights of Way	Complete
Other Issues	

Rock Water Quality Pond Improvements

Project No. 1EC TIP No. None

October 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	Design 100%. WPAP modifications defined and GA is being included into the TCEQ application. WPAP approval has been received from TCEQ
Environmental/ Archeological	GA is complete
Rights of Way	N/A
Utility Relocations	none
Bid Phase	Council approved. Contracts are being routed for signatures. MA Smith tentative to start Mid-October. Pre-con to be scheduled.
Construction	TBD
Other Issues	

Citywide Sidewalk Improvements Project
Old Town Northeast Sidewalks
Project No. 1EF TIP No. None
October 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.
Environmental/ Archeological	TBD
Rights of Way / Easements	All easements needed have been obtained.
Utility Relocations	Relocate Frontier, Sudden link and COG Electric overhead.
Construction	Bid Opening held on July 16 th 2019. GTAB approved recommendation of award to Choice Builders LLC on August 9 th , City Council approved on August 27 th . Contract are fully executed. Groundbreaking to be held on October 8 th . Contractor to start on project the week of October 7 th 2019.
Other Issues	

**Citywide Sidewalk Improvements
Austin Ave Sidewalk Improvements
Project No. 1CJ TIP No. None
October 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	Contractor completing striping work project wide. TDLR inspection to occur 10-10-19. Contractor to complete punch list items after TDLR inspection.
Other Issues	N/A

Shell Road Sidewalk Improvements

Project No. TIP No. None

October 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 secured at Shell Road and Sequoia Spur.
Utility Relocations	TBD
Construction	Tentatively scheduled to start advertising 10-13. Plan to take to GTAB in November.
Other Issues	TBD

**17th St CDBG Sidewalks
(Railroad to Forest St)
Project No. 9AZ TIP No.
October 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	<p>Task order is fully executed for the engineering services. Design underway</p> <ul style="list-style-type: none"> • Survey is complete, working on preliminary alignment • Final Design – complete by early July • Bidding – Complete by mid August
Environmental/ Archeological	Complete
Rights of Way	Working on 90% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts.
Utility Relocations	TBD
Construction	Bid Opening held on September 10 th 2019. Royal Vista apparent low qualified bidder. GTAB to consider on October 11 th followed by City Council
Other Issues	

Project: 2019 Street Maintenance Hot In Place Recycling (HIPR)

Project# 1EM

Update – October 2019

Project Description: This project will consist of furnishing an installing approximately 225,000 square yards of hot-in-place asphalt recycling, edge milling, adjustment of water valves and manholes, tree pruning, traffic control and miscellaneous striping.

Purpose: The purpose of this project is to maintain high Pavement Condition Indices (PCI) by Hot-In-Place asphalt recycling within the City Street Maintenance Program

Project Manager: Ken Taylor

Engineer: KPA

Contractor: Cutler Repaving

Phase	Start	Finish	Status / Comments
Preliminary Engineering	February 2019	March 2019	Task Order approved by Council February 2019
Final Design	March 2019	April 2019	
ROW / Easements			
Bid / Award Bid #	May 2019	May 2019	Bid Opening 5/1/19, Approved by GTAB 5/10/19 & Council on 5/14/19
Construction	June 2019	September 2019	NTP issued for 6/24/19, Crews have completed paving all of Old Town and Berry Creek. Crews have begun paving on Sun City Blvd.
Post Construction			



2019 Street Maintenance
Project No. 1EU / 1ET TIP No. None
October 2019

Project Description 2019 CIP Maintenance project consist of furnishing and installing approximately 240,000 square yards of high performance pavement seal (PMM) and approximately 180,000 square yards of high performance pavement seal (HA5) traffic control, and miscellaneous striping in Sun City, Georgetown Village, University Park and Raintree subdivisions.

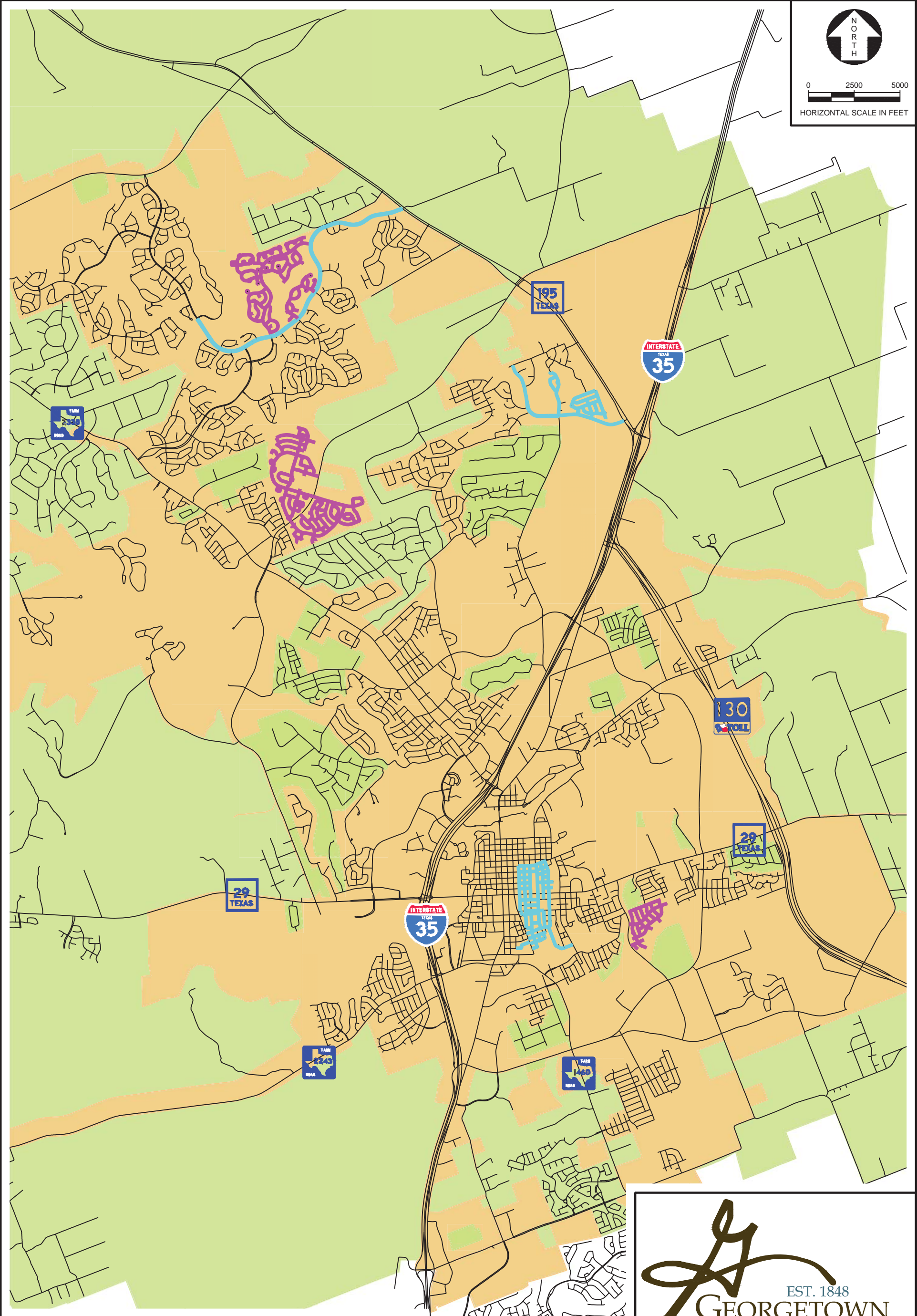
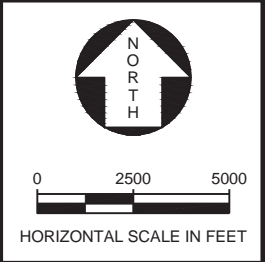
To provide protection and maintain an overall pavement condition index of 85%

Purpose

Project Manager Chris Pousson
Engineers KPA, LP




Task	Status / Issues
High performance pavement seal Package #1 (PMM)	Contractor has completed application of high performance pavement sealer in University Park, Raintree and Sun City. Punch list items have been completed. All striping work has been completed. Project closing documents in process.
High performance pavement seal Package #2 (HA5)	Contractor has completed HA5 pavement seal application in Georgetown Village. Striping work to take place from Oct 2 nd through Oct. 4 th 2019. Punch list items to be addressed.



LEGEND	
GEORGETOWN CITY LIMITS	
GEORGETOWN ETJ	
BID PROJECTS	
HOT IN PLACE RECYCLING (HI PR)	
HIGH PERFORMANCE PAVEMENT SEAL (HPPS)	



EST. 1848
**GEORGETOWN
TEXAS**



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
FIRM REGISTRATION NUMBER F-510

**PROPOSED 2019 IMPROVEMENT PROJECTS
EXHIBIT A**

January 25, 2019

© 2014 Kasberg, Patrick & Associates, LP FILE: P:\Georgetown\2019\Development\Street Maintenance\STREET MAINTAINANCE.dwg LAST SAVED: 1/25/2019 2:35:47 PM LAYOUT: 11x17 exhibit

17th Street Rehabilitation
Project No. 1CE TIP No. None
October 2019

Project Description This project consist of the rehabilitation of 17th street from Austin Ave to Church Street. This project will include replacing and upgrading the existing water line in the project area, new curb and gutter and full rehabilitation of the street.

Project Manager Chris Pousson

Engineer/Engineers KPA



Element	Status / Issues
Design	Complete
Environmental/ Archeological	N/A
Rights of Way	All work will remain in existing ROW
Utility Relocations	N/A
Bid Phase	Bid Opening held on August 28 th 2019. GTAB & Council approved. Contracts being routed for signatures. Pre-con to be set, start date to be determined.
Construction	
Other Issues	

2018 Curb and Gutter
Project No. 5AL TIP No. None
October 2019

Project Description Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for curb and gutter replacements on 20th street, 19 ½ street, Myrtle Street, 16th street, 17 ½ street and Elm Street.

Purpose This project consists of removing and replacing old curb and gutter that do not properly drain storm water and prematurely damage streets.

Project Managers Chris Pousson

Engineer KPA



Element	Status / Issues
Design	100% Complete.
Environmental/ Archeological	N/A
Rights of Way	N/A
Utility Relocations	N/A
Bid Phase	Project will be bid with 17 th Street rehab. Bid Opening held on August 28 th . GTAB & Council approved. Contracts being routed for signatures. Pre-con to be set, start date to be determined.
Construction	
Other Issues	

**GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION
AGENDA ITEM COVER SHEET**

SUBJECT: October 2019 GTEC Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ITEM SUMMARY:

October 2019 GTEC updates

Northwest Boulevard:

Pre-con held on Nov 16th, Construction survey complete, ROW prep underway, NTP to be issued when Electric cleared. Electric is clear near Traffic Circle. Suddenlink and Frontier scheduling their relocation. 3rd Quarter 2020 expected completion.

Rabbit Hill Road Improvements:

Design is tentatively complete. ROW procurement ongoing. Project limits have changed to end at the first property line North of Commerce Blvd on the East side of Rabbit Hill Rd.

Rivory Boulevard Extension:

Rivory, Williams to Northwest substantially complete. Road opened to traffic 9-3-19 from Williams to Park traffic circle. Section from Park to Northwest to be opened when construction on the Northwest project will allow.

Southeast Inner loop/ Southwestern Blvd

Southwestern:

- Turned in preliminary alignment of the roadway (30%) for review and comment.
- Performing Hydrologic and Hydraulic calculations.

SE Inner Loop:

- Finalizing horizontal alignment
- Preparing constraints map

Performing hydrologic and hydraulic calculations.

ROW needs on Southwestern to be determined

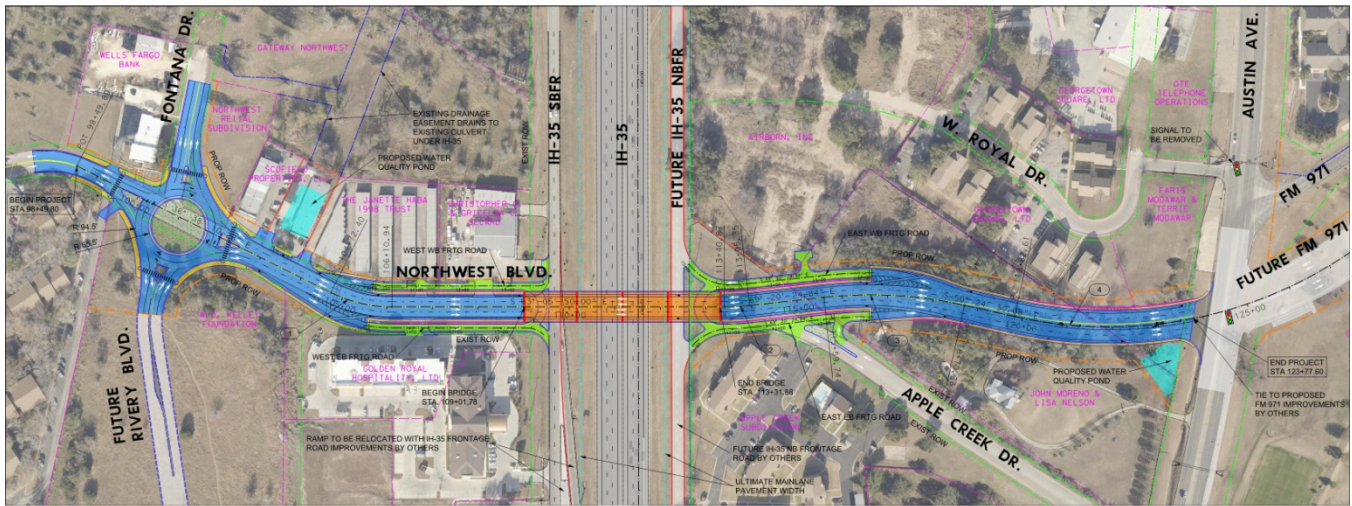
**Northwest Boulevard
(Fontana Drive to Austin Avenue)
Project No. 5QX TIP No. AF
October 2019**

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



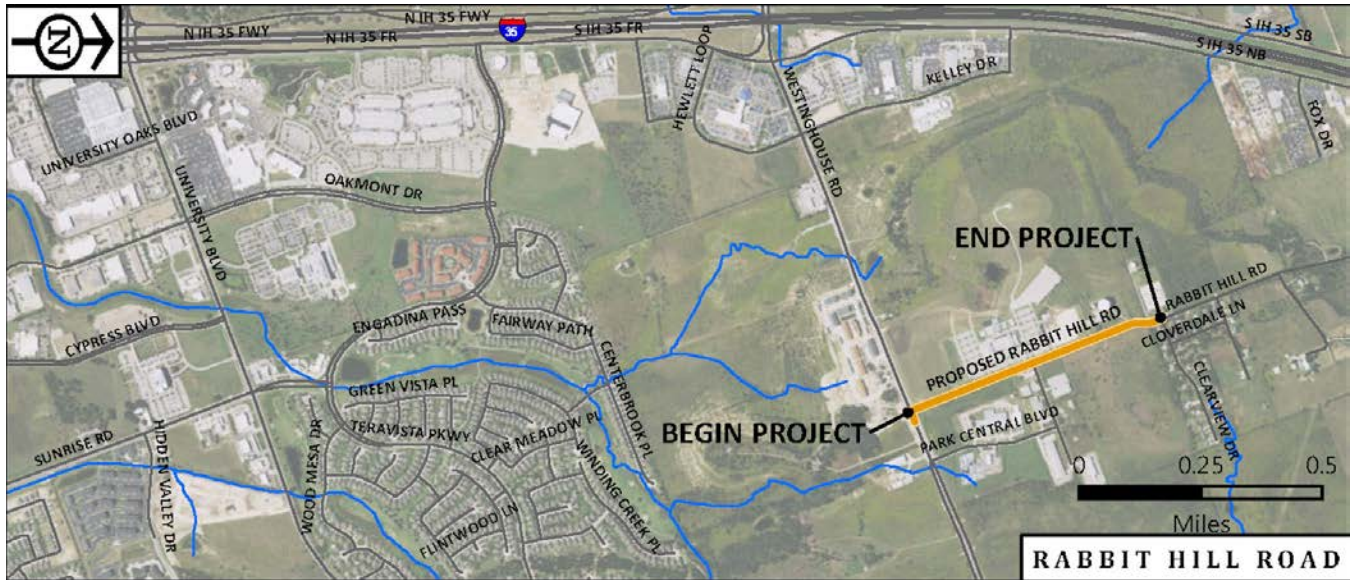
Element	Status / Issues
Design	Design is complete.
Environmental/ Archeological	Complete
Rights of Way	Offers have been made on 9 parcels. 9 parcels needed, 7 acquired to date, 2 in condemnation with constructive possession obtained.
Utility Relocations	TBD
Construction	Pre-con held on Nov 16 th , Construction survey complete, ROW prep underway, NTP to be issued when Electric cleared. Electric is clear near Traffic Circle. Suddenlink and Frontier scheduling their relocation. 3 rd Quarter 2020 expected completion.
Other Issues	

Rabbit Hill Road Improvements Project
(Westinghouse Road to S. Clearview Drive)
Project No. 5RQ TIP No. BZ
Unchanged - October 2019

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	Two properties acquired as part of Mays St. Extension. Two remaining, negotiations ongoing and Council has approved condemnation.	<table border="1"> <tr> <td>Total Parcels:</td> <td>4</td> </tr> <tr> <td>Possession:</td> <td>2</td> </tr> <tr> <td>Pending:</td> <td>2</td> </tr> </table>	Total Parcels:	4	Possession:	2	Pending:	2
Total Parcels:	4							
Possession:	2							
Pending:	2							
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	Project limits have changed to end at the first property line North of Commerce Blvd on the East side of Rabbit Hill Rd.							

Rivory Boulevard Extension
(Williams Drive to Northwest Boulevard @ Fontana Drive)
Project No. 5RM TIP No. AD
Unchanged – October 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 Rivory 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 Rivory Boulevard and Wolf Ranch Parkway.

Project Manager Travis Baird, Joel Weaver, and Wesley Wright, P.E.

Engineer Kasberg Patrick and Associates



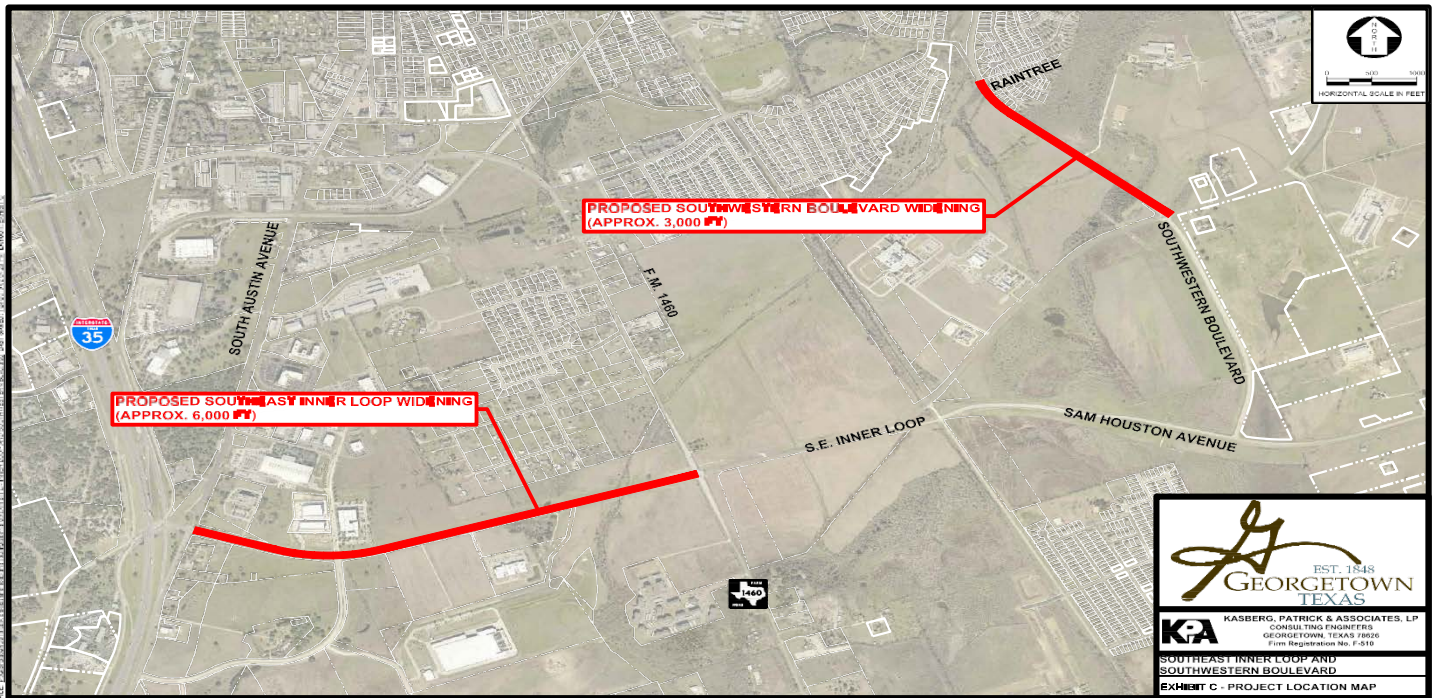
Element	Status / Issues	
Design	Complete	
Environmental/ Archeology	Complete	
Rights of Way	All parcels in possession. Condemnation of 1 parcel continuing, no impact on operation of roadway.	Total Parcels: 22
		Appraised: 22
		Offers: 22
		Acquired: 21
		Closing pending: 0
	Condemnation: 1	
Utility Relocations	Complete	
Construction	Rivory, Williams to Northwest substantially complete. Road opened to traffic 9-3-19 from Williams to Park traffic circle. Section from Park to Northwest to be opened when construction on the Northwest project will allow.	
Other Issues		

**Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway &
Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway
Project No.
Unchanged - October 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	Southwestern: <ul style="list-style-type: none"> • Turned in preliminary alignment of the roadway (30%) for review and comment. • Performing Hydrologic and Hydraulic calculations. SE Inner Loop: <ul style="list-style-type: none"> • Finalizing horizontal alignment • Preparing constraints map • Performing hydrologic and hydraulic calculations. 							
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	<table border="1"> <tr> <td>Total Parcels:</td> <td align="right">0</td> </tr> <tr> <td>Possession:</td> <td align="right">0</td> </tr> <tr> <td>Pending:</td> <td align="right">0</td> </tr> </table>	Total Parcels:	0	Possession:	0	Pending:	0
Total Parcels:	0							
Possession:	0							
Pending:	0							
Utility Relocations	To be determined							
Construction								

Other Issues	None.
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