# Notice of Meeting of the Governing Body of the City of Georgetown, Texas May 14, 2019

The Georgetown City Council will meet on May 14, 2019 at 6:00 PM at Council and Courts Building, 510 W 9th Street 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.

## **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 - Historic Preservation Month Proclamation - Teen Court Proclamation - National Public Works Week Proclamation City Council Regional Board Reports Announcements Action from Executive Session

## **Statutory Consent Agenda**

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

- B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, April 23, 2019 -- Robyn, City Secretary
- C Consideration and possible action to approve the **submission** of the **application** to Williamson County to request **2019** Community Development Block Grant (**CDBG**) **funding** -- Susan Watkins, Housing Coordinator
- D Consideration and possible action to appoint **Mike Triggs** as **member** of the **Georgetown Transportation Enhancement Corporation (GTEC)** -- Mayor Dale Ross
- E Consideration and possible action to appoint **Rachael Jonrowe** as **member** of the **Georgetown Transportation Advisory Board (GTAB)** -- Mayor Dale Ross
- F Consideration and possible action to approve payment, not to exceed \$79,688.88, to Travis

**County Emergency Services District #2** for the cost of **enrollment** of eight students to attend **paramedic training** -- John Sullivan, Fire Chief

- G Discussion and possible action regarding a request from the **Boy Scouts of America Capitol** Area Council for an exemption of the rental fees for San Gabriel Park facilities for the San Gabriel District Cub Scout Twilight Camp being held June 3-6, 2019 -- David Morgan, City Manager
- H Consideration and possible action regarding a request from the East View High School Project Graduation, Class of 2019 for an exemption of the rental fees for the Recreation Center for Project Graduation on May 31, 2019 -- David Morgan, City Manager
- I Consideration and possible action to release and abandon a portion of an access easement situated in the Isaac Donegan Survey, Abstract No. 178, and the Joseph Thompson Survey, Abstract 608 and recorded as Document No. 2008085855 in the Official Public Records of Williamson County, to 278 Georgetown, Inc.; and, to authorize the Mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager
- J Consideration and possible action to **release** and **abandon** a **wastewater easement** situated in the Isaac Donagan Survey, Abstract 178, recorded as Document No. 2019006808 in the Official Public Records of Williamson County, to 278 Georgetown, Inc.; and, to authorize the Mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager
- K Consideration and possible action to **license** the **encroachment** of an **awning** in to the rights of way of **Main St. and 7th St.**; and to authorize the Director of Planning to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- L Consideration and possible action to **license** the **encroachment** of **Silva Cells, trees, landscaping**, and **irrigation** into the rights of way of **Rock St.** and **2nd St.**; and to authorize the Director of Planning to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- M Consideration and possible action to approve consent to the assignment of the contract for purchase of the building at 101 E. 7th St., together with all rights and responsibilities, from 3M Square One Properties, LLC to Main and 7th, LLC; and, to authorize the Mayor to sign a letter communicating the City's consent -- Travis Baird, Real Estate Services Coordinator
- N Forwarded from Georgetown Transportation Advisory Board (GTAB): Consideration and possible action to approve Task Order # TCI-19-007-TO Materials testing and inspection of bridge construction for the Northwest Blvd. Improvement Construction Project to Terracon Consultants, Inc. in the amount of \$152,090.00 -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager
- Forwarded from Georgetown Transportation Advisory Board (GTAB): Consideration and possible action to approve a contract with Cholla Pavement Maintenance, Inc. of Apache Junction, Arizona for 2019 Street Maintenance High Performance Pavement Seal Package No. 1 for parts A&B in the amount of \$574,695.75 -- Wesley Wright, P.E., Systems Engineering Director and Michael Hallmark, CIP Manager

## Legislative Regular Agenda

- P Continued from April 9th Meeting: Consideration and possible action to accept the Bloomberg Philanthropies Mayor's Challenge Grant in the amount of \$1,000,000.00 -- Jack Daly, Assistant to the City Manager, Chris Foster, Resource Management and Integration Manger, and Mike Babin, Deputy General Manager of Utilities
- Q Discussion and possible direction from the Council to **establish** a **stakeholder committee** to review **downtown parking garage design** -- Laurie Brewer, Assistant City Manager
- R Forwarded from Georgetown Transportation Advisory Board (GTAB):
   Consideration and possible action to approve a bid for the construction of the Northwest Blvd
   Improvements to Chasco Constructors of Round Rock, Texas in the amount of \$8,149,698.00

-- Wesley Wright, PE, Systems Engineering Director

- S Forwarded from Georgetown Transportation Advisory Board (GTAB): Consideration and possible action to approve a contract with Cutler Repaying of Lawrence, Kansas for the 2019 Street Maintenance Project - Hot In Place Recycling (HIPR) in the amount of \$2,880,737.50 -- Wesley Wright, P.E., Systems Engineering Director and Michael Hallmark, CIP Manager
- Forwarded from the Georgetown Transportation Advisory Board (GTAB):
   Consideration and possible action to approve Amendment #3 of Task Order A&F-16-003 with
   Aguirre & Fields, LP of Austin, Texas, for professional services to provide engineering and
   support services required to complete the environmental clearance documents and prepare 30%
   plans, specifications and estimate package for the Austin Avenue Bridges Project in the amount
   of \$150,022.25 -- Octavio Garza, PE, CPM, Public Works Director
- Public Hearing and First Reading of an Ordinance rezoning approximately 308.58 acres out of the William Roberts League, Abstract No. 524, and the Joseph Fish Survey, Abstract No. 232,generally located along Shell Road, north of intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the city limits, from the Agriculture (AG) and Planned Unit Development (PUD) zoning districts to the Planned Unit Development (PUD) zoning district to be known as the Shell Road Planned Unit Development -- Sofia Nelson, CNU-A, Planning Director
- V Public Hearing and possible action to approve a Resolution of the City of Georgetown, Texas, consenting to the creation of the Shell Road Municipal Utility District consisting of 317.08 acres (+/-) being out of and a portion of the William Roberts League, Abstract No. 524, located in Williamson County and generally located along Shell Road, north of intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the city limits -- Seth Gipson, Management Analyst
- W Public Hearing and possible action on a proposed determination of no feasible and prudent alternative to the use of a portion of public parkland across San Gabriel Park for the improvement and relocation of FM 971 -- Travis Baird, Real Estate Services Manager
- X Public Hearing and First Reading of an Ordinance amending the 2030 Comprehensive Plan and Section 1.12, Georgetown Comprehensive Plan, of the City Code of Ordinances to adopt the Solid Waste Master Plan as an element of the Comprehensive Plan -- Octavio Garza, PE, Public Works Director
- Y **Public Hearing** and **First Reading** of an Ordinance on a request for a **Comprehensive Plan Amendment** to **change** the **Future Land Use designation from Low Density Residential to Moderate Density Residential** on an approximately **112.85-acre** tract in the William Addison Survey, Abstract No. 21, generally located at 4301 Southwestern Blvd, to be known as **Patterson Ranch** -- Andreina Dávila-Quintero, AICP, Current Planning Manager
- Public Hearing and First 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 100.390-acre tract in the Isaac Donagan Survey, Abstract No. 178, generally located at 4901 W SH 29, to be known as Cole Estates -- Andreina Dávila-Quintero, AICP, Current Planning Manager
- AA **First Reading** of an Ordinance to **close** and **abandon portions** of **Main Street** and **7th Street** pursuant to Section 311.007 of the Texas Transportation Code, for the **safety** and **public benefit** of the municipality at large, to **Main & 7th, LLC**; and, to authorize the Mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager
- AB **First reading** of an Ordinance of the City Council of the City of Georgetown, Texas, Repealing the Application for **Fee for Temporary Sign Permits**; Repealing Conflicting Ordinances and Resolutions; Including a Severability Clause; and Establishing an Effective Date -- David Morgan, City Manager
- AC Second Reading of an Ordinance on a request to rezone an approximately 0.93-acre tract of land out of the Antonio Flores Survey, Abstract No. 235, generally located at 1535 FM 971, from the Agriculture (AG) to Local Commercial (C-1) zoning district -- Sofia Nelson, CNU-A, Planning Director

- AD Second Reading of an Ordinance on a request to rezone an approximately 12.0849-acre tract of land consisting of Lot 2, Dream Acres subdivision, generally located at 661 FM 971, from the Agriculture (AG) to Low Density Multi-Family (MF-1) zoning district -- Sofia Nelson, CNU-A, Planning Director
- AE Second Reading of an Ordinance on an executive amendment to Chapter 5, Zoning Use Regulations, of the Unified Development Code (UDC) relative to multi-family, food and beverage, and auto-related uses -- Sofia Nelson, CNU-A, Planning Director
- AF Second Reading of an Ordinance for the voluntary annexation of an approximate 0.63-acre tract in the L.P. Dyches Survey, Abstract No. 171, with the initial zoning designation of the General Commercial (C-3), for the property generally located at 8400 RR 2338, to be a part of Highland Village -- Sofia Nelson, CNU-A, Planning Director
- AG Consideration and possible action to **delete Sec. 9.04.060**, **titled "Testing prohibited"** from the Uniform Development Code **(UDC)** -- Steve Fought, Councilmember District 4

## **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 & recreation projects; city facility projects; city technology projects; employee recognition, and downtown projects including parking enhancements, city lease agreements, sanitation services, and possible direction to city staff --David Morgan, City Manager

#### **Public Wishing to Address Council**

<u>On a subject that is posted on this agenda:</u> 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.

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

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

- Litigation Update

Sec. 551.072: Deliberations about Real Property

- Sale of Property - 103 West 7th Street -- Travis Baird, Real Estate Services Manager Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchased Power Update

#### Sec. 551:074: Personnel Matters

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

## Adjournment

# **Certificate of Posting**

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public 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 May 14, 2019

#### SUBJECT:

Call to Order Invocation Pledge of Allegiance Comments from the Mayor - Historic Preservation Month Proclamation - Teen Court Proclamation - National Public Works Week Proclamation City Council Regional Board Reports Announcements Action from Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT: NA

SUBMITTED BY:

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, April 23, 2019 -- Robyn, City Secretary

**ITEM SUMMARY:** 

FINANCIAL IMPACT: NA

SUBMITTED BY:

ATTACHMENTS:

Minutes\_Workshop 04.23.2019 Minutes\_CC 04.23.2019

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

The Georgetown City Council will meet on Tuesday, April 23, 2019 at 2:30 PM at the Council Chambers, at 510 West 9<sup>th</sup> Street, Georgetown, TX 78626.

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Mayor Ross called the meeting to order at 2:31 PM. Councilmembers were in attendance. Mayor Dale Ross, Anna Eby, Councilmember District 1, Valerie John Hesser, Councilmember District 3, Steve Fought, Councilmember District 4, Kevin Pitts, Councilmember District 5, and Rachael Jonrowe, Councilmember District 6.

Valerie Nicholson, Councilmember District 2 and Tommy Gonzalez, Councilmember District 7 were absent at the start of the meeting. Nicholson arrived at 2:33 p.m. and Gonzalez arrived at 2:47 p.m. Both arrived during Item A.

## Policy Development/Review Workshop – Call to order at 2:30 PM

A. Presentation, discussion and possible direction for proposed City Center public spaces, public art, and festival area -- Eric P. Lashley, Library Director

Lashley presented the item. He explained how the Downtown Master Plan in Chapter 7 outlines a use of this nature. Lashley reviewed the Vision and Strategic Goal of the City and how this project will tie in. He stated that this project was reviewed by a committee of staff members and the Arts and Culture Board, Library Board, Convention and Visitors Board, and the Main Street Advisory Board. Lashley added the board responses were overwhelmingly positive and he will review some of the concerns discussed with the boards. He added that Covey Landscape Architects was constructed for the plan. Lashley stated that the presentation is not a master plan for the City Center, it is not construction documents, and it is not a plan to move all events form the Square to the City Center. He then reviewed the area contained in the City Center. Lashley reviewed "Low Hanging Fruit" that include the annex building by the planning department, a possible mural on current blank wall between City Hall and Shotgun House and the old County buildings that will come down and become parking. He then reviewed the need to change the entrance to the Planning Department. Lashley reviewed possibilities for sculptures in seating area of City Hall and possible art on the back wall. He then reviewed the possibility for a farmers market that would include Wi-Fi, lighting, fans and electricity that would convert to parking when not use. Lashley reviewed the issue of parking and how it would be impacted. He then reviewed aerial and street level renderings of some possible options and where they would be located in the City Center, including options that could highlight the existing smoke stack. Lashley covered the concerns from the boards that include restrooms, parking, shade, trash, maintenance, traffic, branding, marketing, lighting, use of solar panels, and outdoor seating. He reviewed the next steps, as this is the beginning of conversation, which include neighborhood outreach, meeting with the Downtown TIRZ Board,

meeting Downtown Georgetown Association and merchants, holding public meetings, possibly developing a City Center Master Plan, and reviewing funding option and grant opportunities. Lashley then asked for Council feedback.

Fought liked the proposal, but losing parking is always a concern, especially the handicapped spots.

Eby stated that she supports the idea and the creation of master plan and wants staff to be sure to reach out the neighborhood to include them. Lashley responded that staff would.

Pitts stated that he is not sure how the neighbors will feel about the smoke stack being lit up at night when they're sleeping. He then asked what the cost of a Master Plan would be. Morgan responded that staff was not sure but would present cost during budget process. Pitts asked what the master plan would provide. Morgan responded that it would be presented to Council for approval. Pitts stated that he would support moving forward and getting cost estimates. He added that this a large project that will need to be phased in.

Jonrowe stated that she thinks it is a great idea and supports a master plan and neighborhood input. She added that sound will be an issue if those types of events are put on. Jonrowe asked that traffic flow be considered as part of master plan.

Hesser stated that this is a matter of priorities. He added that this is a business center first, then an entertainment area. Hesser said that parking is a concern, as are noise and lights and he would like to see master plan and possible costs.

Nicholson stated she supports this idea.

Lashley reviewed the next steps.

Morgan stated that the next time this will be considered as part of the budget process.

**B.** Presentation, discussion, and possible direction regarding the City's communications and marketing assessment -- Jack Daly, Assistant to the City Manager

Daly introduced Cooksey representatives to review the findings and gave them praise for their efforts. He then introduced Colby Walton and Michelle Hargis to continue the presentation. Walton presented the findings of the assessment. He reviewed the primary assignment to assess the City's efforts, materials, processes, procedures and resources in communication. Walton stated that the deliverable was a report highlighting primary findings, key objectives, and recommended prioritization of efforts. He reviewed responses showed a need to enhance overall communications, evolve from communicating to external stakeholders to with external stakeholders, public engagement that is not just information. Walton stated that communication is a core function of local government. He then reviewed the process that was followed to create the report. Walton presented the situational overview that shows rapid growth, high quality of life, large utility service area, decentralized communications team is small considering size and expectations of the City. Walton reviewed the Communication Survey Results that showed a good response rate and made note that it conducted immediately after PCA rate increase. He then reviewed the primary takeaways including the City's communication tools and strategies.

Hargis presented key interview takeaways and peer City benchmarking results.

Walton presented the four primary objectives of: adopting a more proactive and strategic approach; positioning the City to better anticipate and respond to crises and emerging issues; fostering a stronger sense of community partnership and stakeholder engagement; and overall branding consistency. He then reviewed recommendations provided in the report for the primary objectives, recommended prioritization and next steps.

Nicholson if there would be subsequent workshops with staff regarding budget and a plan forward. Morgan responded yes and there will be discussions during the budget process. He added that staff sees the need for this implementation of the communications plan.

Pitts asked about reducing the number of city managed social media accounts. Walton responded the City should reduce the number by streamlining and combining existing accounts.

Gonzalez asked if the comparison to peer cities considered factors outside of the departmental budget. Walton responded the cities chosen has other similar characteristics that included budget and what they did with the budget, as well as size and growth.

Fought stated that is was a good report and he really likes the idea of a voice of Georgetown. He added that if the City had one voice of Georgetown that was the authority it would be good.

Mayor Ross asked about the assets distributed across departments and that he didn't see anything about consolidation of those assets. Walton responded that there is some opportunity included in report that speaks to specific personnel. Morgan stated that the opportunity is there and the assets will be addressed in the budget process and would include a future plan.

Nicholson stated that a matrix organization like school districts use could possibly be effective here.

Hesser asked if the City is decentralized are we considering all of the funds in other depts. Walton responded that it is hard to say because it's different from each city.

C. Presentation, discussion, and possible direction on the recommendations of the Joint Session of the City Council and the Planning and Zoning Commission on Housing Policies for the 2030 Comprehensive Plan -- Sofia Nelson, CNU-A, Planning Director and Susan Watkins, Housing Coordinator

Nelson presented and noted that she would be assisted by both Susan Watkins and Nat Waggoner. She stated the goal of the presentation was to get Council feedback on housing policies. Nelson said that 2018 was a year of listening and receiving feed while moving into the Housing Study. She said she would be asking for the Council's feedback on policies and if the process needed improvement. Nelson reviewed housing element survey participation. She then reviewed the April 10, 2019 joint session that included the Council and the Planning and Zoning Commission and the 16 policies that were presented across four policy groups, including the policies that were prepared in the joint session. Nelson then asked for the Council's feedback on the policies.

Pitts asked how many people were on the steering committee. Nelson responded about 15 people. Pitts asked how attendance has been at those meetings. Nelson responded that it has slowly dropped. Pitts asked who wrote the policies that were just presented to Council. Nelson responded that they were drafted by staff. Pitts asked how many of those were current City policies. Nelson responded that they were all new drafted policies that may have similarities, but are new. Pitts said

that he had spoken with five steering committee members and held a constituent meeting since the last joint session that was attended by about 40 people. He then shared his notes form those interactions which showed frustration with the process; that they did not like the provided policies, need to look beyond workforce housing, need for definitions, explanation of process for execution, and not sure if these policies will adequately work for the future makeup of Georgetown moving towards 2030.

Gonzalez stated that many participants are asked to give feedback on things they aren't familiar with and deciding on. He added that there is a need to build from ground up and consider what the City is able control versus what it is unable to control.

Eby stated that she was surprised by that committee feedback and had a different sense of the committee participation. She added that there is a want to get to actions steps that is leading to impatience. Eby said she believes the disconnect could be in trying to focus on the policies themselves. She added that staff has spent tremendous amount of time and effort on this.

Hesser said he agreed and felt like participants were already put in a box and didn't have enough options. He added that the committee is not working with costs and can't subsidize all housing.

Mayor Ross stated that he agrees with Eby. He added that this process is looking at policy standpoint and people are looking at the tactical standpoint and wanting to make detailed decisions. Mayor Ross said that the committee need to go through entire process and details will come later. Nelson responded that staff is working through goals and policies to support them, then implementation. She added that policy formation is the ultimate goal, which will influence the future land use map, writing of the Comprehensive Plan, and how cases get reviewed. Nelson said that she has received feedback that staff can take back and use to possibly rework some things.

Jonrowe asked if the goals were created based on public feedback process. Nelson responded that was correct. Jonrowe stated that this was built on a backbone of public feedback. Nelson responded yes and that staff had to start somewhere with the drafts. Jonrowe stated that the information collected was accurately portrayed in goals presented. She added that she was also eager to get to the action phase and staff should try to consider committee feedback received.

Gonzalez asked what happens if process is completed and Council can't agree on tool, then what happens on the policy. Nelson responded that ultimately it could be removed, but would be worked through and other tools considered.

Pitts stated that one of the issues at the joint session was considering whether or not a policy was achievable. He added that then a word was changed and the consultant moved on. Pitts said it was never determined if people agreed with policy. He said he doesn't want to have hands tied because he agrees with policy but not suggested implementation. Mayor Ross said that cost is the last thing considered in public policy discussion and it is too premature for tactical discussion.

Mayor Ross asked if Nelson had received the feedback she needed. Nelson asked if Council would like to send any of the presented policies back to the committee. Mayor Ross stated that Council should let the committee do its work. Pitts said that he would like to send the whole thing back and perform an up and down vote on each policy. Mayor Ross and Pitts discussed the process and their views on it. Hesser, Gonzalez, and Fought all stated that they agree with Pitts.

Morgan said that staff planned to walk through the process at the next meeting and wants to make meetings as productive as possible. He added that good attendance is critical. Mayor Ross asked

for clarification on the next steps. Morgan stated that Council would update on where staff is in the process and make sure that there is clarification on the policy statements based on the Council feedback

Gonzalez asked if staff can provide more information while going through the policies on what the root of the policy was and what the policy to achieve. Nelson responded yes and that staff can let everyone know where staff has been and where staff is going. Nelson that the next steps include updating the land use policies, land use categories, develop and testing growth scenarios using the Fiscal Impact Model, and modifying the Land Use Map. She added that staff is working on Gateways and Survey #3 for community input. She added that the next steps that will take place in May, June, and July.

D. Presentation, discussion, and possible direction on the draft application to Williamson County for FY 2019-20 Community Development Block Grant (CDBG) funding -- Susan Watkins, AICP, Housing Coordinator

Watkins presented the item. She stated that the goal is prioritize projects for the grant. Watkins then provided a CDBG Overview and reviewed the internal project selection. She reviewed the Home Repair Program and the Sidewalk Improvement Project with access to St. David's Hospital. Watkins then asked for Council feedback.

Nicholson stated that she agrees with staff.

Hesser asked if there were other projects on the list, and if so what were they. Watkins responded that public sidewalk improvement was considered, but funding is now allocated so staff moved on to consider other projects

Pitts asked Habitat for Humanity will manage the application process for home repair. Watkins responded that yes they would. Pitts then asked if these funds could help with historic preservation. Watkins responded that they could possibly if criteria was met. Pitts asked if funds could be earmark for just historic homes. Nelson responded that it could be a possibility for a future partnership, but not in this case. Pitts stated that this could help with the unfunded mandate associated with historic preservation.

Morgan stated that this will be on next Council consent agenda on May 14<sup>th</sup>.

**E.** Presentation, discussion, and possible direction from the Council to establish a stakeholder committee to review downtown parking garage design -- Laurie Brewer, Assistant City Manager

Brewer presented the item and noted that this is a continuation of the April 9<sup>th</sup> discussion. She then reviewed the public input process, previous Council input and direction, the desired makeup of a stakeholder committee and the tentative timeline.

Nicholson stated that she agrees with the list stakeholders and that staff may benefit from having someone once removed with a possible art or design background.

Eby asked what staff's thoughts were on selection process. Brewer responded that staff is seeking that feedback from Council. Eby stated that a committee is good idea but the thought should be broader than just appointees.

Hesser stated that stakeholders should have knowledge of the issues and whatever is required mirrors the project objective and provide that to members.

Gonzalez stated that qualified personnel should be on the committee and is willing to open up the application process. He added that it should be considered to pull from the whole community which could include someone from outside to consider functionality.

Pitts stated that is Council is going to appoint members his only issue is added time to the process. Fought stated that he is comfortable appointing someone and appointees are not required to be within selected Council districts. He added that Council should be expeditious. Mayor Ross stated that he agrees and that the nominations will be submitted to Council for approval. Jonrowe asked that Council provide what qualification their appointees have. Nicholson added that appointees need to understand the commitment to the timeline and show up to meetings.

Mayor Ross asked that Council send recommendations by Monday to the City Secretary.

F. Presentation and discussion of the 20th Annual Red Poppy Festival -- Cari Miller, Tourism Manager

Miller presented the item. She added that the City is three days away from the 20<sup>th</sup> anniversary of the Red Poppy Festival. Miller showed a commercial that was being run on TV and in the City Lights movie theater. She reviewed the schedule of events. Miller then highlighted the City Showcase that will take place on Sunday and feature City staff and vehicles. She then listed new features this year including an expanded shuttle service, economic impact study, the continuation of having a zero waste event, and a large video screen on Red Poppy Stage. Miller showed the Red Poppy Festival 20<sup>th</sup> anniversary promotional video. She then showed appreciation to Red Poppy Festival Planning Committee.

Mayor Ross congratulated staff on a job well done.

#### Council adjourned into executive session at 4:42 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.

#### G. Sec. 551.071: Consultation with Attorney

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

Sec. 551.072: Deliberations about Real Property

- Sale of Property - 103 West 7<sup>th</sup> Street -- Travis Baird, Real Estate Services Manager Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchased Power Update

#### Sec. 551:074: Personnel Matters

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

# Adjournment

Mayor Ross adjourned the meeting to begin Executive Session at PM.

Approved by the Georgetown City Council on \_\_\_\_\_

Date

Dale Ross, Mayor

Attest: City Secretary

## Minutes of a Meeting of the Governing Body of the City of Georgetown, Texas Tuesday, April 23, 2019

The Georgetown City Council will meet on Tuesday, April 23, 2019 at 6:00 PM at the Council Chambers at 510 West 9<sup>th</sup> St., Georgetown, Texas.

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#### **Regular Session**

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

Mayor Ross called the meeting to order at 6:03 PM. All Councilmembers were in attendance. Mayor Dale Ross, Anna Eby, Councilmember District 1, Valerie Nicholson, Councilmember District 2, John Hesser, Councilmember District 3, Steve Fought, Councilmember District 4, Kevin Pitts, Councilmember District 5, Rachael Jonrowe, Councilmember District 6 and Tommy Gonzalez, Councilmember District 7 were in attendance.

#### A. Call to Order

Invocation

#### **Pledge of Allegiance**

#### **Comments from the Mayor**

- Georgetown Running Club Day Proclamation
- Animal Care and Control Appreciation Week Proclamation
- 2019 Librarian of the Year Proclamation

#### **City Council Regional Board Reports**

#### Announcements

#### Action from Executive Session

No motions out of Executive Session.

#### **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 Tuesday, April 9, 2019 and the Special meeting of April 10, 2019 -- Karen Frost, Deputy City Secretary
- C. Consideration and possible action to approve the Vacation and Resubdivision establishing the Replat of Vista Pointe Subdivision Phase One, as owner of parkland on Lot 18, Block B of the said subdivision; and, to authorize the Mayor to sign the plat and execute such other documents as may be necessary -- Travis Baird, Real Estate Services Manager
- **D.** Consideration and possible action to authorize the **declaration** of a **public utility easement** across a tract of land located in the W. Addition Survey, Abstract No. 21, Williamson County, Texas, being a portion of Lot 1, Block 1, Fire Station No. 7 Subdivision, and to authorize the Mayor to execute all documents necessary to issue the declaration -- Travis Baird, Real Estate Services Manager
- E. Consideration and possible action to appoint Virginia Hahn as Chair of the Commission on Aging -- Mayor Dale Ross
- F. Consideration and possible action to appoint Terri Michelle as a member of the Commission on Aging -- Mayor Dale Ross
- **G.** Consideration and possible action to approve an **interlocal agreement** between the City of Georgetown and the **City of Round Rock** for the **purchase** of **Household Hazardous Waste vouchers** -- Octavio Garza, PE, Public Works Director
- **H.** Forwarded from Georgetown Transportation Enhancement Corporation (GTEC): Consideration and possible action to approve a **Resolution amending** the **bylaws** of the corporation, clarifying the roles of the General Manager and Finance Manager and authorizing those individuals to delegate duties and responsibilities -- Leigh Wallace, Finance Director, COG, Finance Manager, GTEC
- I. Forwarded from Georgetown Economic Development Corporation (GEDCO): Consideration and possible action to approve a **Resolution amending** the **bylaws** of the corporation, clarifying the roles of the General Manager and Finance Manager and authorizing those individuals to delegate duties and responsibilities -- Leigh Wallace, Finance Director
- J. Forwarded from General Government And Finance Advisory Board (GGAF): Consideration and possible action to approve an ERP Project Manager/Testing Lead to assist with the Workday implementation utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with GTS Technology Solutions in the amount of \$216,000.00 -- Leigh Wallace, Finance Director
- K. Forwarded from General Government And Finance Advisory Board (GGAF): Consideration and possible action to approve a Finance Lead to assist with Finance tasks for the Workday implementation utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with GTS Technology Solutions in the amount of \$198,720.00 -- Leigh Wallace, Finance Director

## L. Forwarded from General Government And Finance Advisory Board (GGAF):

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

Motion by Pitts, second by Fought, to approved the Statutory Consent Agenda in its entirety.

#### Approved: 7-0

#### Legislative Regular Agenda

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

Waggoner presented the item including the Location Map, Aerial Map, Annexation Process, and tentative schedule.

Waggoner read the caption.

Motion by Fought, second by Pitts to approve Item M.

Approved: 7-0

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

Waggoner presented the item including the Location Map, Aerial Map, Annexation Process, and tentative schedule.

Waggoner read the caption.

Motion by Fought, second by Pitts to approve Item N.

Jim Whitliff spoke as one of purchasers of property. He stated that he was happy to agree to scenic overlay and is looking forward to cleaning up property

#### Approved: 7-0

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

Nelson presented the item. She stated that this items is needed to account for changes made by Council direction.

Nelson read the caption.

Motion by Pitts, second by Gonzalez to approve Item O.

Approved: 7-0

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

Wallace presented Items P&Q together. She stated that these items are a culmination of the Spring debt sale. Wallace added that there was no debt issued for the sale.

She reviewed the projects covered by the Certificates of Obligation which total approximately \$22 million and include parking improvements, construction of Fire Stations 6 and 7, public safety equipment, airport facilities projects, stormwater facilities projects, and the design of a transfer station.

Wallace then listed the projects for item Q which are the general obligation and vote approved bonds. She continued that those projects total \$5.4 million and are from the 2015 transportation bond. Wallace added that the projects include sidewalks, road widening and design. She said that due to growth there is no expected impact to the property tax rate from these two sales. Wallace added that the sales were conducted by the City's financial advisor Specialized Public Finance and bond attorney McCall Parkhurst. She stated that the City has maintained its AA+ Bond rating for tax supported debt this year.

Jennifer Ridder-Douglas with Specialized Public Finance then presented the bid results from the sale. Ridder-Douglas stated that the City could possibly get bumped to AAA rating in the future, possibly as early as next year. She said explained reasons for positive ratings included policy, management of funds, transparency and having a growing community. Mayor Ross asked about transparency comments. Ridder-Douglas responded that it was noted that there are several policies available on the website and those policies are transparent to investors and the public. She continued by reviewing the number of bids received and that the winner was UMB Bank out of Missouri. Ridder-Douglas then detailed the interest rates, terms, and amount of bonds.

Pitts asked if this was a weighted average rate. Ridder-Douglas responded that yes it was.

Wallace read the caption for Item P.

Motion by Pitts, second by Fought to approve Item P.

Jonrowe asked about the status of the VFW parking lot. Morgan responded that these funds are to pay for an addition to the lot. Jonrowe stated that doing bonds for the downtown parking garage does not guarantee that project will be done. Morgan responded that if the project was not approved to completion then the City can diffease the debt. Jonrowe asked why the City was pursuing bonds at this time if there was no completed plan. Morgan responded that the garage was approved through the budget process. Jonrowe stated that when the garage was first approved it was not on the public radar, so she is concerned about the next steps.

Approved: 7-0

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

Wallace introduced the item. Jennifer Ridder-Douglas presented the item. She stated that this set of bonds was also won by UMB Bank with a slightly higher interested rate.

Gonzalez asked about the impact of the Inverted Yield Curve. Ridder Douglas responded that no it did not due to the limited supply of municipal bonds. She added that the City has a lower interest rate than last year.

Wallace read the caption.

Motion by Pitts, second by Fought to approve Item Q.

Approved: 7-0

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

Waggoner presented the item including the Location Map, Aerial Map, Future Land Use Map, Highland Village PUD Concept Plan, and the schedule for the project. He added that the Planning and Zoning Commission reviewed the application at their April 19<sup>th</sup> meeting and recommended approval.

Waggoner read the caption.

Motion by Fought, second by Hesser to approve Item R.

Approved: 7-0

**S. Public Hearing** and **First Reading** of an **Ordinance** on a request to **rezone** an approximately **0.93-acre** tract of land out of the Antonio Flores Survey, Abstract No. 235,

generally located at **1535 FM 971**, **from** the **Agriculture** (**AG**) **to Local Commercial** (**C-1**) zoning district -- Andreina Davila- Quintero, Current Planning Manager

Davila-Quintero presented the item including the Location Map, the Aerial Map, the Future Land Use Map, the Zoning Map, and the description of the Local Commercial (C-1) zoning district and its permitted uses. She added that staff has determined that request complies with the C-1 zoning. Davila-Quintero said that the Planning and Zoning Commission held a public hearing and approved the request on April 2, 2019.

Davila-Quintero read the caption.

Mayor Ross opened the public hearing at 6:51 and then closed the public hearing at 6:51 as there were no speakers.

Motion by Gonzalez, second by Eby to approve Item S.

Jonrowe asked about the applicants need for sewage on the property. Davila-Quintero responded that the applicant will be required to extend a wastewater line based on use. Jonrowe asked if applicant knew that they would not allowed to use septic. Davila-Quintero responded that the applicant was aware.

Approved: 7-0

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

Davila-Quintero presented the item including the Location Map, the Aerial Map, Future Land Use Map, Zoning Map, and the Low Density Multi-Family (MF-1) allowances. She added that the application complies and partially complies in present and conforming uses category and is consistent with the Comprehensive Plan. Davila-Quintero stated that the Planning and Zoning Commission approved the application on April 2, 2019.

Davila-Quintero read the caption.

Mayor Ross opened the public hearing at 6:57 p.m.

Angela Fernandez of 305 Parque Vista Drive which backs directly to the project and expressed her concerns about historic tree designation, closing the creek, fire lane and if the creek is being piped or closed.

Tim Haynie who is the engineer and surveyor responded saying that the project will not directly impact her property. He added that the developer will be putting in draining to collect water and putting it partially in a pipe.

Fernandez asked for clarification of it will all be underground.

Haynie responded that it will not be on her property but water will be piped.

Mayor Ross asked Ms. Fernandez what her concern is.

Fernandez responded that water currently comes into her property and there will be an enclosure that leaves no water on top. Haynie and Fernandez continued to discuss the specifics of this concern.

Mayor Ross suggested that Haynie speak with Ms. Fernandez personally outside of the meeting. He then asked that all development codes will be followed. Morgan that yes they would, and currently Council is only considering rezoning.

Mayor Ross closed the public hearing at 7:04 p.m.

Motion by Fought, second by Gonzalez to approve Item T.

Approved: 7-0

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

Nelson presented the item. She reviewed the auto-related uses including car washes and fuel sales. Nelson reviewed Multi-Family uses in the Mixed Use Downtown district and limitations. She reviewed food and beverage establishments that could be permitted in Industrial zoning. Nelson reviewed the distance requirements for bars, pubs, and taverns in multiple uses and their limitations. She then reviewed micro-distilleries and commercial vehicles sales in C-3 and Industrial categories. Nelson added that the Planning and Zoning Commission approved the recommendation on April 16, 2019 and that these are the executive and emergency amendments that were directed by Council in March.

Nelson read the caption.

Mayor Ross opened the public hearing at 7:10 p.m. He closed the public hearing closed at 7:10 p.m. as there were no speakers.

Pitts asked about SUPs (Special Use Permits) for automotive uses and if, going forward, SUPs would be needed if a use is being replaced with a same type use in an existing automotive use location. Nelson responded that the UDC would consider that case a non-conforming use and deferred to McNabb for clarification. McNabb added that it would depend on type of use and the lapse between uses. Pitts asked about an example where a car wash changes ownership with same intended use. McNabb responded that it depends on time period, and he wasn't sure off hand.

Nelson stated that she will be including backup information on conforming vs. non-conforming with second reading. Pitts responded that he thought that would be helpful for developers and business owners going forward.

Jonrowe asked if bars would still require an SUP. Nelson responded yes. Jonrowe stated that she had asked Council to consider the implications of adding this and thought this would be a broader discussion on the impact on downtown. She added that she didn't think that this was considered an actual Council direction. Morgan responded staff understood it as direction and there must have been a misunderstanding and that staff mentioned this during a workshop. Nelson added that it

was brought forward before and understood it to be part of direction from Council. Morgan said that staff was happy to work through and desired process.

Jonrowe asked about the direction from Council on notification as she did not see it presented. Nelson responded that is was not included as staff was only bringing forward emergency items today and that will be part of other changes.

Mayor Ross stated that he understood the reason for eliminating the 750 feet rule for bars was that it would create a possible monopoly for Barrels and Amps and Council didn't seem in favor of that.

Hesser asked if the City has a 300 foot rule or no rule. Nelson responded that the 300 foot rule is part of the State requirements. Hesser asked if there was a different distance requirement between bars per City regulations. Nelson responded that yes there is, but Council is removing the required separation. Mayor Ross stated that if the requirement is not removed then a monopoly could exist with one bar. Fought added that the SUP process would allow Council to still say no. Ross stated that Council can still review. Jonrowe stated that it would not apply to micro distilleries and microbreweries.

Nelson read the caption.

Mayor Ross opened the public hearing opened at 7:19 p.m. and closed the public hearing at 7:19 p.m. as there were no speakers

Motion by Pitts, second by Hesser to approve Item U.

Approved: 7-0

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

Nelson presented the item and noted that there were no changes since first reading. She added that staff provided additional information based on Council questions at first reading. Nelson stated that a TABC permit was acquired on September 18, 2018.

Nelson read the caption.

Motion by Pitts, second by Nicholson to approve Item V.

Approved: 7-0

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

Foutz presented the item.

Foutz read the caption.

Motion by Jonrowe, second by Fought to approve Item W.

Approved: 7-0

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

Foutz presented the item.

Foutz read the caption

Motion by Jonrowe, second by Hesser to approve Item X.

Approved: 7-0

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

Jonrowe read the caption. She added that this item was based on feedback she had received from citizens. Jonrowe stated that it might be good idea to consider a citizen petitioning process for higher standard of approval for COAs. She added that she would like to make the process objective and measurable like what exist for the Planning and Zoning Commission.

Fought stated that he likes the idea for citizen appeal. He added that he would like Council to tell HARC and staff to review the idea for an appeal process and have staff review and then bring back to Council. Fought said he would allow 6 months to bring it back since new changes were just put in place.

Nicholson asked if this was regarding the appeal of property owners or adjacent property owners. Jonrowe responded that it would be for 20% of property owners within 200 feet. Nicholson asked if the owner can appeal. Jonrowe responded yes, but no citizen has ever utilized that certain appeal. She added that it make the appeal process accessible. Nicholson responded that based on the amount of time staff has already spent on HARC changes that she would like to see current changes put in place before adding more.

Eby stated that she is in favor of this and thinks it makes since for the process to mirror P&Z (Planning and Zoning Commission). She added that she doesn't think it should take 6 months but there should be time allowed for HARC to provide input.

Pitts stated that he would like to let the updated policy run before we start altering things since it was just changed. He added that he doesn't dislike the idea of an appeal process for residents, but doesn't support reviewing it now.

Hesser stated that he agrees with Pitts

Gonzalez stated that after all time spent with staff Council should have been considered before the final vote instead of now.

Jonrowe stated that she is concerned about what could happen while Council waits.

Motion by Jonrowe to direct staff to write an ordinance for Council consideration that would create a citizen driven appeal process for HARC like the one that is currently used for P&Z, second by Eby.

Failed 5-2. Eby and Jonrowe for, Nicholson, Hesser, Fought, Pitts, and Gonzalez against.

## **Project Updates**

**Z.** 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

Mayor Ross asked City Manager, David Morgan, if he had any project updates. Morgan said he did not, at this time, but would be happy to answer any questions.

Nicholson asked about the gas situation with Atmos. Morgan responded that there were 14 properties still under evacuation, 7 commercial and 7 residential and there is a promotion campaign for those businesses that have reopened. Gonzalez wants the City to advertise to help people effected.

#### **Public Wishing to Address Council**

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

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

Mr. Brundidge presented a plan that he thinks would benefit the City for water needs and use with the creation of a reservoir.

#### **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.

#### BB. Sec. 551.071: Consultation with Attorney

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

Sec. 551.072: Deliberations about Real Property

- Sale of Property – 103 West 7<sup>th</sup> Street -- Travis Baird, Real Estate Services Manager Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchased Power Update

Sec. 551:074: Personnel Matters

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

#### Adjournment

Motion by Fought, second by Nicholson to adjourn the meeting. Approved 7-0. Mayor Ross adjourned the meeting at 7:39 p.m.

Approved by the Georgetown City Council on \_\_\_\_\_

Date

Dale Ross, Mayor

Attest: City Secretary

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

Consideration and possible action to approve the **submission** of the **application** to Williamson County to request **2019** Community Development Block Grant (**CDBG**) **funding** -- Susan Watkins, Housing Coordinator

#### ITEM SUMMARY:

The City of Georgetown participates as part of the Williamson County Community Development Block Grant Program. The attached report (2019 CDBG Staff Report) details the program requirements and past Georgetown participation. A presentation of the two proposed projects for application to Williamson County was given to the City Council at their April 23rd workshop.

The request for 2019 funds is for two projects as outlined below:

1) Home rehabilitation funds in the amount of \$75,000. The Housing Element adopted in 2012 recommends seeking CDBG funds for affordable housing initiatives that are qualified CDBG activities, which includes home rehabilitation. If awarded, the City intends to partner with with Habitat for Humanity to serve eligible households in qualified census block groups. "Housing rehabilitation" is listed as an associated goal of the high priority need to Increase Access to Affordable Housing in Williamson County's 2019-2023 Consolidated Plan.(Attachment 3 - 2019 CDBG Application Home Repair) 2) Engineering and construction of sidewalks and ramps along Scenic Dr. from W. 17th Street to the end of the sidewalk at the U.S. Post Office on Scenic Dr in the amount of \$325,000. The sidewalk segments are identified as missing, a portion of which is identified as Priority 3 and has no current funding source in the City of Georgetown Sidewalk Master Plan. The sidewalk would provide access to St. David's hospital and provide additional connectivity to the GoGeo St. David's bus stop located on Scenic Dr. along the Purple Route. "Improve public infrastructure" is listed as an associated goal for the high priority need of Public Facilities and Infrastructure Improvements in Williamson County's 2019-2023 Consolidated Plan. (Attachment 4 - 2019 CDBG Application Scenic Drive Sidewalk)

#### FINANCIAL IMPACT:

The city is requesting \$400,000, the estimated cost for completion of both projects, of the Community Development Block Grant funds from Williamson County.

There is no matching requirement for this grant.

SUBMITTED BY: Susan Watkins, AICP, Housing Coordinator

ATTACHMENTS:

2019 CDBG Staff Report

Attachment 1 - CDBG Eligible Areas

Attachment 2 - 2019 CDBG Program Guidelines

Attachment 3 - 2019 CDBG Application Home Repair

Attachment 4 - 2019 CDBG Application Scenic Dr Sidewalk

Attachment 5 - Grant Application Forms - CDBG Home Repair

Attachment 6 - Grant Application Forms - Scenic Drive Sidewalk

# Agenda Item Report

**Subject:** Consideration and possible action to approve the submission of the application to Williamson County to request FY 2019-20 Community Development Block Grant (CDBG) funding-- Susan Watkins, Housing Coordinator and Sofia Nelson, Planning Director

## Background:

Williamson County was awarded Entitlement County Status by the U.S. Department of Housing and Urban Development (HUD) in 2003. As such, the County applies for and administers Community Development Block Grant (CDBG) funds to participating cities and counties. The City of Georgetown currently participates in the County's program. All CDBG funds must be used for projects that meet at least one of the following HUD national objectives:

- "Benefit low to moderate-income persons (below 80% Area Median Income). Abused children, elderly persons, battered spouses, homeless persons, adults meeting Bureau of Census' definition of severely disabled persons, illiterate adults, persons living with AIDS, and migrant farm workers qualify as Limited Clientele."
- "Eliminate slums and/or blight."
- "Address an urgent community development need having a particular urgency because existing conditions pose a serious and immediate threat to health or welfare of the community for which other funding is not available."

Qualification for eligibility of funds can be determined on an area basis (47% or greater of households make 80% of Area Median Income or less) or a household basis (household makes 80% of Area Median Income or less). Funds used for capital improvements must be used in an eligible area (Attachment 1 – Eligible Areas).

The Williamson County CDBG program is governed by the 2019-2023 Consolidated Plan, which was adopted in 2019. This Plan defines priorities populations and project types that are eligible for funding. Five priorities areas outlined and are prioritized as high priority needs in the Plan: (1) Increase Access to Affordable Housing, (2) Decrease Homelessness, (3) Public Facilities and Improvements, (4) Public Services, and (5) Affirmatively Furthering Fair Housing are all ranked as high priority needs (**Attachment 2 - 2019 CDBG Program Guidelines and Priorities**).

Applications for the October 2019 budget cycle were made available Tuesday, April 23rd, and are due Wednesday, May 22nd.

Over the last 12 years, the City of Georgetown has received the following amounts for the projects listed below:

2005	\$85,000	Leander/Railroad Street and Utility Improvements (in
		conjunction with Habitat for Humanity's Old Mill Village Development)
2006	\$50,000 ]	Continuation of Leander Street drainage
2007	\$250,000 J	and street improvements
2008	\$179,595	Completion of Leander and 22 <sup>nd</sup> Street drainage and
		street improvements (Completed March 2009), expanded
		original scope to add sidewalks and drainage
		improvements on 22 <sup>nd</sup> Street (Completed August 2010)
	\$120,000	Sidewalk from Austin Avenue to Quail Valley Drive
		on FM 1460 (Completed May 2011)
2009	\$64,590	Sidewalk from West University Avenue to 17th Street
		on the west side of Scenic Drive.
2010	\$392,370	Sidewalks on portions of Scenic, 18th, Maple and Holly
	<b>*</b>	Streets (completed 2012)
2011	\$69,180	Sidewalks for the Madella Hilliard Center and along 8 <sup>th</sup>
	<b>*-</b> 0.000	Street ( <i>completed</i> 2015)
2012	\$78,900	Sidewalks along the south side of University Drive
		from I-35 to Austin Avenue, filling in gaps along the
0010	¢70.400	route. (completed)
2013	\$79,400	Wastewater line for Georgetown Project's NEST Homeless Teen Center ( <i>completed</i> 2014)
	\$38,000	Engineering for sidewalks along MLK/3 <sup>rd</sup> and 2 <sup>rd</sup> Street
	. ,	(completed)
2014	\$160,000	Sidewalk along the south side of E. 2 <sup>nd</sup> Street from
		Austin Avenue to College Street (completed)
2015	\$87,120	Sidewalk along MLK/3rd Street from Scenic to Austin
		(completed)
2016	\$135,500	Sidewalk along Scenic Drive to connect University Ave
		and 6 <sup>th</sup> Street. ( <i>completed</i> 2018)
2018	\$206,824	Sidewalk along 17th St to connect Forest and Railroad
		Street. ( <i>in process</i> )

## **Item Request:**

This year we are seeking funds for the home repair program and sidewalk project outlined below.

## Home Repair

Housing rehabilitation is listed as an associated goal of the high priority need to Increase Access to Affordable Housing in Williamson County's 2019-2023 Consolidated Plan. The

city's Home Repair Program is currently administered through a partnership with Habitat for Humanity of Williamson County (HFHWC). The current funding allocation serves approximately six eligible homeowners with home rehabilitation services annually. The City is requesting \$75,000 in CDBG funding to assist approximately fifteen additional eligible homeowners. The CDBG funding would be administered by HFHWC in a similar partnership agreement to the Home Repair Program agreement. The Housing Element of the 2030 Comprehensive Plan recommends seeking out County CDBG funds in support of affordable housing initiatives and subcontracting with local nonprofits to implement projects. This request is in line with the Housing Element recommendation. **(Attachment 3 – Home Repair Program funding request)** 

• Total funds requested: \$75,000

# Sidewalk Routes

Improve public infrastructure is listed as an associated goal for the high priority need of Public Facilities and Infrastructure Improvements in Williamson County's 2019-2023 Consolidated Plan. The proposed sidewalk segments are identified as a Priority 2 and 3 sidewalk in the 2014 Sidewalk Master Plan. The proposed sidewalk would connect one GoGeo (fixed route) stop along Scenic Drive. This project will fill gaps in sidewalk routes in already developed areas and increase pedestrian safety.

- Construction of sidewalks and ramps along Scenic Drive, to connect W 17<sup>th</sup> Street to Leander Rd in front of St. David's Georgetown Hospital. The project also proposes constructing one GoGeo shelter. (Attachment 4 – Scenic Drive Sidewalk Project)
  - Total estimated project cost: \$325,000

**Grant Requirements:** The Department of Housing and Urban Development is responsible for the enforcement of the Fair Housing Act of 1968 (amended in 1988). The Fair Housing Act prohibits discrimination on the basis of race, color, sex, national origin, disability and familial status. This prohibition exists regardless of accepting grant funds.

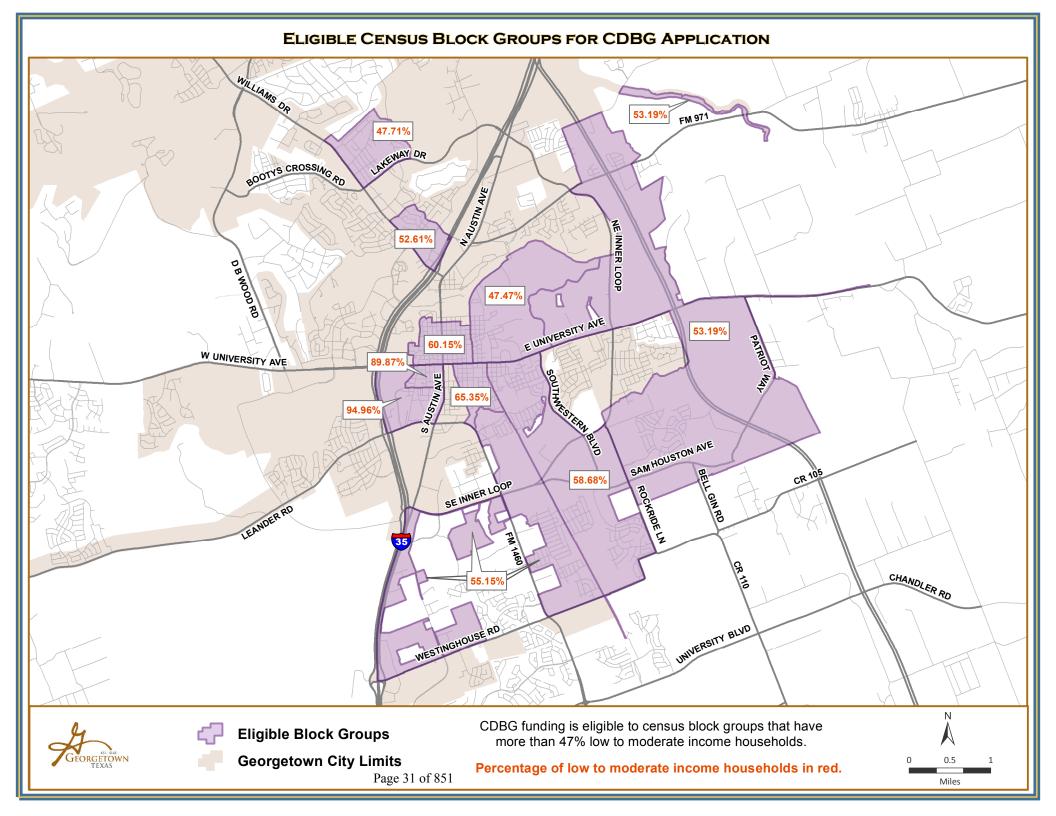
Starting in 2016, the Affirmatively Furthering Fair Housing rule requires any jurisdiction that accepts funds from HUD to perform a study to examine any possible patterns of housing discrimination. As Williamson County is the participating jurisdiction, they will conduct the study as part of the grant requirements. Georgetown will be included within the study, regardless of whether grant funds are accepted by the city.

**Financial Impact:** This grant does not require any matching funds.

**Recommendation**: Approval to submit applications for the projects described in this report.

Attachments:

- Attachment 1 Eligible Areas
- Attachment 2 2019 CDBG Program Guidelines and Priorities
- Attachment 3 Home Repair Program funding request
- Attachment 4 Scenic Drive Sidewalk Project
- Attachment 5 Grant Application Review Form Home Repair (Attachment B)
- Attachment 6 Grant Application Review Form Scenic Drive (Attachment B)
- Attachment 7 Grant Budget Request Home Repair (Attachment C)
- Attachment 8 Grant Budget Request Scenic Drive (Attachment C)





### WILLIAMSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GUIDELINES and PRIORITIES

FUNDING FOR FY2019 (OCT. 1, 2019 - SEPT. 30, 2020)

Williamson County was awarded Entitlement County status by the U.S. Department of Housing and Urban Development (HUD) in August 2003. The County applied for and received funding through the Community Development Block Grant (CDBG) program. Funds are intended to primarily benefit low- to moderate-income persons in Williamson County. This area is comprised of the unincorporated area of the County and the incorporated cities that have joined the urban County designation. These cities include Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor, and Weir.

The following information is designed to provide you with a better understanding of activities which can be funded through the Williamson County CDBG program.

Please contact Sally Bardwell, Williamson County Community Development Administrator, for assistance. 512-943-3757 sbardwell@wilco.org

## Applications are due by 5pm on May 22, 2019.

# ELIGIBILITY REQUIREMENTS

## PROJECTS MUST BE DESIGNED TO MEET AT LEAST ONE OF THE FOLLOWING NATIONAL OBJECTIVES:

- Benefit low to moderate income persons (see income guidelines below) or areas. Abused children, elderly persons, battered spouses, homeless persons, adults meeting Bureau of Census' definition of severely disabled persons, illiterate adults, persons living with AIDS, and migrant farm workers qualify as Limited Clientele.
- Eliminate slums and/or blight.
- Meet an urgent community development need as in disaster relief.

## FUNDING PRIORITIES AND GUIDELINES

- High priorities are those activities that will be considered for funding with CDBG funding during the five-year consolidated plan period of 2019 through 2023 prior to low priority projects.
- Low priorities are those activities that will be considered for funding with CDBG funding during the five-year consolidated plan period of 2019 through 2023 following the consideration of high priorities.
- The County will consider providing certification of consistency and supporting applications submitted by other entities for non-County funds for projects not funded with CDBG funding during the five-year consolidated plan period of 2019 through 2023.

# Williamson County Funding Priorities for 2019-2023 Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

# **Increase Access to Affordable Housing**

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

## **Decrease Homelessness**

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

## **Public Services**

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

# **Affirmatively Further Fair Housing**

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

1	Priority Need Name	INCREASE ACCESS TO AFFORDABLE HOUSING
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Families Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide CDBG Eligible
	Associated Goals	Housing rehabilitation Homeownership assistance Affordable rental housing
	Description	Provide assistance to homeowners and renters to increase access to affordable housing and to extend the life of existing units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity.
2	Priority Need Name	DECREASE HOMELESSNESS
	Priority Level	High
	Population	Families with Children Elderly Families Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Provide housing/services to the homeless/at risk of homelessness
	Description	Provide support for facilities and services that are targeted at those experiencing homelessness and/or at risk of homelessness

	Basis for Relative Priority	Homelessness has been increasing and there is a need to provide shelter and support for persons experiencing homelessness or who are at risk of becoming homeless. This includes persons who are living in cars, doubled up or couch surfing. Support could come in the form of emergency shelters, transitional housing, permanent supportive housing and services related to health and mental health, substance abuse issues, etc.
3	Priority Need Name	PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-housing Community Development
	Geographic Areas Affected	CDBG Eligible Countywide
	Associated Goals	Improve public infrastructure Improve public facilities
	Description	Improvements to public facilities and infrastructure and facilities that deliver public services. Infrastructure improvements include: solid waste disposal, flood drains, water/sewer, streets, sidewalks, neighborhood facilities, and parks and recreational facilities. Examples of public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.
	Basis for Relative Priority	There is a need to make improvements, particularly in low- and moderate- income areas in which the local jurisdictions are less able to leverage resources or attract investments that are necessary to improve the quality of life. There is a significant need for water resources, wastewater and improved drainage throughout the county.
4	Priority Need Name	PUBLIC SERVICES
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-homeless special needs Persons with disabilities Victims of domestic violence Homeless Families with children Non-housing Community Development
	Geographic Areas Affected	Countywide
	Associated Goals	Provide public services
	Description	Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs
		Williamson County

		and employment training.
	Basis for Relative Priority	A variety of public services are needed including services for seniors, youth and children, those needing mental health services, health services, services for persons with disabilities, services for victims of domestic violence and non-homeless special needs. Public transportation is a significant need to enable individuals to access services.
5	Priority Need Name	AFFIRMATIVELY FURTHER FAIR HOUSING CHOICE
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly Families Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Fair housing activities
	Description	Provide education and outreach to the community regarding fair housing laws
	Basis for Relative Priority	There is the continued need for education and outreach for the general public, those in the real estate industry, landlords and property managers regarding fair housing laws.
6	Priority Need Name	PLANNING AND ADMINISTRATION
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income
	Geographic Areas Affected	Countywide
	Associated Goals	Planning and administration
	Description	Administrative and planning costs to operate the CDBG program successfully.
	Basis for Relative Priority	Effective and efficient implementation of CDBG funding requires adequate resources for program planning and administration.

## SELECTION GUIDELINES

- 1. The project must meet one or more of the three national objectives.
- 2. The project must be a Consolidated Plan Priority activity.
- 3. The project or segment of a phased project must be ready to begin when funds become available on or after
- October 1, 2019 and be completed within one year or a reasonable amount of time.
- 4. When required, leveraged funds must be available at start of project.
- 5. Documentation of income eligibility and other demographic information is required.
- 6. The project sponsor must be able to meet all Williamson County requirements for insurance coverage.

## 2018 Adjusted HOME Income Limits

Please use the latest available Adjusted HOME Income Limits found at <u>https://www.hudexchange.info/programs/home/home-income-limits/</u>

Household	30% Limits	Very Low	60% Limits	Low Income
Size		Income (50%)		(80%)
1 Person	\$18,100	\$30,100	\$36,120	\$48,200
2 Persons	\$20,650	\$34,400	\$41,280	\$55,050
3 Persons	\$23,250	\$38,700	\$46,440	\$61,950
4 Persons	\$25,800	\$43,000	\$51,600	\$68,880
5 Persons	\$27,900	\$46,450	\$55,740	\$74,350
6 Persons	\$29,950	\$49,900	\$59,880	\$79,850
7 Persons	\$32,000	\$53,350	\$64,020	\$85,350
8 Persons	\$34,100	\$56,800	\$68,160	\$90,850



### WILLIAMSON COUNTY FY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FORM

## DO NOT USE THIS APPLICATION FOR SOCIAL SERVICE PROJECT FUNDING REQUESTS

FUNDING FOR FY2018 (OCT. 1, 2018 - SEPT. 30, 2019)

## **Applicant Organization Name & Contact Information**

ORGANIZATION NAME	
NAME & TITLE OF CONTACT PERSON	
ADDRESS LINE 1	
ADDRESS LINE 2	
CITY	
STATE	
ZIP	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

### **Project Information**

PROJECT TITLE			
PROJECT DESCRIPTION			
PROJECT LOCATION/ADDRESS			
(attach a map which shows the project site			
and defines the service area)			
WILL THE PROJECT BE READY			
TO BEGIN ON OR ABOUT	YES 🗌	NO 🗌	
<b>OCTOBER 1, 2018</b> ?			
IS THE PROJECT PHASED?	YES	NO 🗌	If YES, please indicate the number of years:

Service Area

## Reminder: Attach a map(s) which shows the project site and defines the service area

### Estimated Number of Low and Moderate Income Persons, Households or Limited Clientele to be Served

	NUMBER OF PERSONS	NUMBER OF HOUSEHOLDS
LOW AND MODERATE INCOME		
PERSONS, HOUSEHOLDS OR LIMITED		
CLIENTELE TO BE SERVED BY PROJECT		

## Funding

AMOUNT OF CDBG FUNDS REQUESTED	\$
TOTAL FUNDS OBTAINED	¢
FROM OTHER RESOURCES	Φ
TOTAL COST OF PROJECT	\$

## Please Identify the Community Need:

Who is going to operate and maintain the facility or program and how will its operation be funded?

## If the project requires staff, what are the staff costs?

#### CDBG PROJECT BUDGET ESTIMATE

BUDGET CATAGORIES	TOTAL PROJECT COST	CDBG FUNDING	SPONSOR FUNDING	CONTRIBUTIONS	STATE/CITY or FEDERAL FUNDING	OTHER FUNDING
Professional Services (Architectural/Engineering)						
Construction Services						
Property Acquisition						
Property Rehabilitation						
Equipment Acquisition						
Other (specify in budget narrative)						
TOTAL PROJECT						

#### Please note

Funds obligated to the project will be tied to that obligation unless authorized to do otherwise.
 CDBG funds do not require leveraged funds.

#### **BUDGET NARRATIVE**

Please describe your project. For example: A 5,200 sq. ft. building with kitchen and two classrooms to be used as a day care center for sixty (60) children.

#### Authorization

Authorized Signature for Project

Title

Date



### WILLIAMSON COUNTY FY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FORM

## DO NOT USE THIS APPLICATION FOR SOCIAL SERVICE PROJECT FUNDING REQUESTS

FUNDING FOR FY2018 (OCT. 1, 2018 - SEPT. 30, 2019)

## **Applicant Organization Name & Contact Information**

ORGANIZATION NAME	
NAME & TITLE OF CONTACT PERSON	
ADDRESS LINE 1	
ADDRESS LINE 2	
CITY	
STATE	
ZIP	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

### **Project Information**

PROJECT TITLE			
PROJECT DESCRIPTION			
PROJECT LOCATION/ADDRESS			
(attach a map which shows the project site			
and defines the service area)			
WILL THE PROJECT BE READY			
TO BEGIN ON OR ABOUT	YES 🗌	NO 🗌	
<b>OCTOBER 1, 2018</b> ?			
IS THE PROJECT PHASED?	YES	NO 🗌	If YES, please indicate the number of years:

Service Area

## Reminder: Attach a map(s) which shows the project site and defines the service area

### Estimated Number of Low and Moderate Income Persons, Households or Limited Clientele to be Served

	NUMBER OF PERSONS	NUMBER OF HOUSEHOLDS
LOW AND MODERATE INCOME		
PERSONS, HOUSEHOLDS OR LIMITED		
CLIENTELE TO BE SERVED BY PROJECT		

## Funding

AMOUNT OF CDBG FUNDS REQUESTED	\$
TOTAL FUNDS OBTAINED	¢
FROM OTHER RESOURCES	φ
TOTAL COST OF PROJECT	\$

## Please Identify the Community Need:

Who is going to operate and maintain the facility or program and how will its operation be funded?

## If the project requires staff, what are the staff costs?

#### CDBG PROJECT BUDGET ESTIMATE

BUDGET CATAGORIES	TOTAL PROJECT COST	CDBG FUNDING	SPONSOR FUNDING	CONTRIBUTIONS	STATE/CITY or FEDERAL FUNDING	OTHER FUNDING
Professional Services (Architectural/Engineering)						
Construction Services						
Property Acquisition						
Property Rehabilitation						
Equipment Acquisition						
Other (specify in budget narrative)						
TOTAL PROJECT						

#### Please note

Funds obligated to the project will be tied to that obligation unless authorized to do otherwise.
 CDBG funds do not require leveraged funds.

#### **BUDGET NARRATIVE**

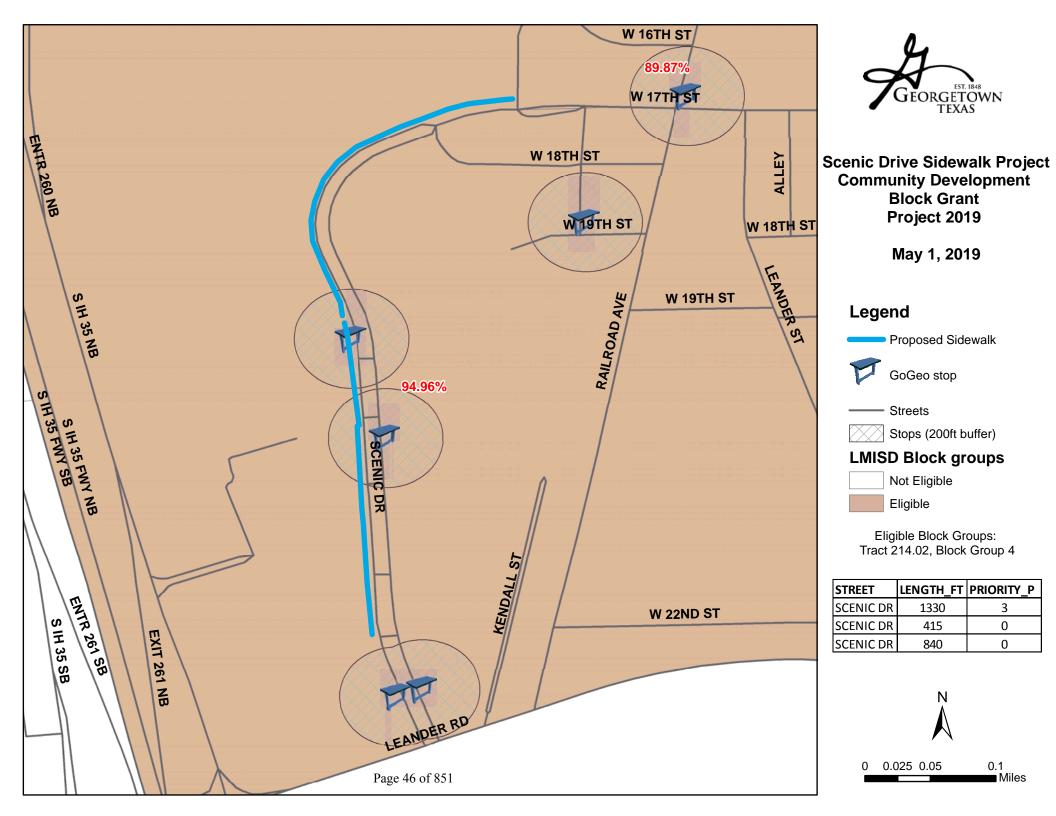
Please describe your project. For example: A 5,200 sq. ft. building with kitchen and two classrooms to be used as a day care center for sixty (60) children.

#### Authorization

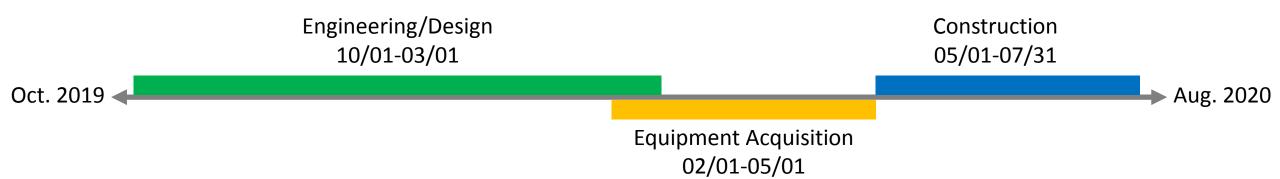
Authorized Signature for Project

Title

Date



Scenic Drive Sidewalk Project Proposed Timeline



#### **Grant File Checklist**

#### To be Completed by the Department Applying for Grant

Complete the checklist below for new and continuation grants. Once completed, please make a copy for the Department's records and submit the signed form, along with supporting documents outlined below to Finance for review and filing with the grant records. This should occur prior to submitting the grant application to the oversight entity.

			Cross-reference to Grant
Check Box		Checklist Item	Acquisition, Management and Compliance Document
PrefAv	vardit		
	1.	Complete Grant Application Review Form and Grant Budget Request Form	Section 6.1.4
	2.	I understand that the department needs to obtain City Council approval for all grant applications in accordance with the Fiscal and Budgetary Policy.	Section 6.1.7
	3.	Submit completed forms (Attachments A,B,C) to the Finance Department on Council Caption due date.	Section 6.1.5
	4.	I understand that the department needs to submit a copy of the grant application and supporting documents to Finance at the time of application submission for tracking and monitoring of the grant.	Section 6.1.8
<b>Post</b> A	ward		
	5.	If the grant is awarded to the City:	
		5a. I understand that the department is responsible for reviewing the grant agreement and forwarding all information and required documentation to Finance.	Section 6.1.9
		<b>5b.</b> I understand that the department is responsible for following the City procurement policies when procuring goods or services with grant funds.	Section 6.1.19
$\overline{\mathbf{V}}$		5c. I understand that the department needs to comply with requirements per the grant agreement.	Section 6.1.10
	6.	For purchases and contracts \$25,000 or more, I understand that the department needs to check the debarred vendor list on the Texas Comptroller site and the federal exclusions list to ensure the vendor or contractor is not suspended and debarred from doing business with the City prior to considering the award of the contract or purchase. Debarred Vendor List via Texas Comptroller's Site: <u>https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred- vendors.php</u> Federal Exclusions List; https://www.sam.gov	Section 6.1.17
		Once at the site, navigate to "Search Records" and enter search criteria such as entity name.	
		<b>6a</b> . Additionally, I understand that we need to print the results that yield from the search and share that with Finance for storage with grant file records.	Section 6.1.18
	7.	I understand that all records related to the grant program must be retained for a minimum of five years from the end of the grant period. However, if any equipment was purchased, then the grant records must be retained for five years from the date of transfer of equipment, or disposal of the equipment.	Section 6.1.13
$\checkmark$	8.	The department needs to inform Finance when an external review over the grant is scheduled to be performed, whether on-site or a desk review.	Section 6.1.14
$\checkmark$		8a. The department needs to communicate any potential audit findings from external reviews and provide any reports issued or correspondence from the reviewing agency to Finance.	Section 6.1.14
	9.	I understand that if equipment is purchased with grant proceeds, the department needs to assist Finance with the City-wide physical inventory of the equipment as requested, at least once every two years.	Section 6.1.16
$\checkmark$	10. ,	I understand the department is responsible for fulfilling closeout requirements of the grant, including coordination with Finance on any final financial information and reporting needed.	Section 6.1.20

#### Please print, sign, and send this form to the Grants contact in the Finance Department

Susan Watkins

Department Contact Name (Print)

<u>l</u>ia) NII Com

Department Director Signature

511/19

Date Form Completed

#### Housing Coordinator

Department Contact Title

5 0

Date Signed

(This section is to be completed by the Finance Department)

#### Attachment B

## Grant Application Review Form

Name of the grant: 2019 Community Development Block Grant - Home Repair							
Grant application deadline: 05/22/19	This grant application is: 📝 New 🗌 Grant Continuation						
Grant application deadline: 05/22/19 Funding/project period: Start Date: 10/01/19	End Date:						
CFDA # for grant, if applicable. If not applicable, please note N/A:							
Purpose of the grant: (provide project summary and include the department mission/goals or City Strategies it relates to)							
Block Grant funding through Williamson County. This	nt with Williamson County to apply for Community Development project continues our efforts to assist low to moderate income puncil goal to create and maintain outstanding aesthetics and a						
What will the funds be use for? (i.e. personnel costs, con	struction, design, equipment, etc)						
Home rehabilitation for approximately 15 households.							
Who is providing the funds? Williamson County (i.e., name of Federal Awarding Agency or Pass-thru Agency	/)						
Which of the following are these funds considered? If 0	Other, please identify.						
☑ Federal	□ Other:						
Estimated grant funding amount: \$_ <sup>75,000</sup>							
Are matching funds required?							
If yes, please complete the following: Funding source of match:							
Match %							
Match \$							
Will the City be a direct recipient or subrecipient of the	grant funds?						
Are ongoing operational costs anticipated once the gra	nt funds are depleted?						
If Yes, has the Budget Team been notified?							
Please print, sign, and return this form to the grants contact in the Finance Department							
Jusan Watkins	Housing Coordinator						
Department Contact (Print)	Department Contact Title						
Sofi D Nee	5/1/19						
Department Director Signature	Date Signed						
(This section to be completed by the Finance Department)							
Reviewed by Accounting	Date Received/Reviewed						
Reviewed by Budget	Date Received/Reviewed						
City of Georgetown							

#### **GRANT BUDGET REQUEST**

#### Attachment C

Please only fill out the cells shaded in blue. Please follow the prompts in Column B to answer the data requirements in Column C and D. Some of the information is required via a drop down menu, while your information is free form. To open up a budget request, simple hit the "+" on the left of the spreadsheet. As you fill out request, they will appear in the "Changes" Column on the Base Budget Worksheet Tab.

Budget Request Information	Information/Amounts	Notes
Requestor Name:	Susan Watkins	
Budget Request Title:	CDBG - Home Repair	
Departmental Priority Rank	Refails the state of the state of the second	
Council Focus Area	Create and maintain outstanding aesthetics a	nd a welcoming appearance and spirit
Implementation Date	1/22/2019	
FULL TIME Personel Information		Notes
Requesting New Full Time Staff?	No	
Move to Next Step		Repairing the second second second
Move to Next Step	A Sector of the	
Move to Next Step		
How Much Overtime Money Is Needed?	and sense of a state of the original sense of the sense	Same and American Strategy and Strategy
100-5-XXXX-50-100 SALARIES	-	
100-5-XXXX-50-105 PART TIME SALARIES	-	
100-5-XXXX-50-110 OVERTIME	-	
100-5-XXXX-50-200 TAXES, SOCIAL SECURITY		
100-5-XXXX-50-201 WORKER'S COMP	-	Tendes California (California)
100-5-XXXX-50-300 GROUP INSURANCE	-	
100-5-XXXX-50-301 RETIREMENT	-	
PART TIME Personel Information		Notes
Requesting New Part Time?	No	
Move to Next Step	and the second	The second s
Move to Next Step	and the second	Contraction of the second second second second
Vehicle Information		Notes
Does this Request have a Fleet Impact?	No	
Move to Next Step		
Move to Next Step		
Move to Next Step		
Operations & Capital Information		Notes
215-9-0880-90-XXX HOME REPAIR	75,000	Press of the second second
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		A THE A DE THE PERMIT
Select an Account if Needed		
Select an Account if Needed		and the second se
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		A CONTRACTOR OF A DESCRIPTION OF A DESCR
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Justification		
This request is for CDBG grant funding from Williamson		A
County to support community development in low to		\$
moderate income areas and master plan implementation.		
ne Repair - Budget Request		

**Budget Request** 

Susan Watkins, Housing Coordinator
Department Contact Name/Title

100 0 in

Department Director Signature

5/3/19

Date Signed

**Finance Department Signature** 

Date Signed

### Grant File Checklist

#### To be Completed by the Department Applying for Grant

Complete the checklist below for new and continuation grants. Once completed, please make a copy for the Department's records and submit the signed form, along with supporting documents outlined below to Finance for review and filing with the grant records. This should occur prior to submitting the grant application to the oversight entity.

Check Box		Checklist Item	Cross-reference to Grant Acquisition, Management and Compliance Document
Pre-Av	vard-		
$\checkmark$	1.	Complete Grant Application Review Form and Grant Budget Request Form	Section 6.1.4
	2.	I understand that the department needs to obtain City Council approval for all grant applications in accordance with the Fiscal and Budgetary Policy.	Section 6.1.7
	3.	Submit completed forms (Attachments A,B,C) to the Finance Department on Council Caption due date.	Section 6.1.5
	4.	I understand that the department needs to submit a copy of the grant application and supporting documents to Finance at the time of application submission for tracking and monitoring of the grant.	Section 6.1.8
Post-A	ward		
	5.	If the grant is awarded to the City:	
		5a. I understand that the department is responsible for reviewing the grant agreement and forwarding all information and required documentation to Finance.	Section 6.1.9
V		<b>5b.</b> I understand that the department is responsible for following the City procurement policies when procuring goods or services with grant funds.	Section 6.1.19
		5c. I understand that the department needs to comply with requirements per the grant agreement.	Section 6.1.10
	6.	For purchases and contracts \$25,000 or more, I understand that the department needs to check the debarred vendor list on the Texas Comptroller site and the federal exclusions list to ensure the vendor or contractor is not suspended and debarred from doing business with the City prior to considering the award of the contract or purchase. Debarred Vendor List via Texas Comptroller's Site: <u>https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred- vendors.php</u> Federal Exclusions List: <u>https://www.sam.gov</u> Once at the site, navigate to "Search Records" and enter search criteria such as entity name.	Section 6.1.17
		<b>6a.</b> Additionally, I understand that we need to print the results that yield from the search and share that with Finance for storage with grant file records.	Section 6.1.18
	7.	I understand that all records related to the grant program must be retained for a minimum of five years from the end of the grant period. However, if any equipment was purchased, then the grant records must be retained for five years from the date of transfer of equipment, or disposal of the equipment.	Section 6.1.13
$\checkmark$	8.	The department needs to inform Finance when an external review over the grant is scheduled to be performed, whether on-site or a desk review.	Section 6.1.14
$\checkmark$		8a. The department needs to communicate any potential audit findings from external reviews and provide any reports issued or correspondence from the reviewing agency to Finance.	Section 6.1.14
V	9.	I understand that if equipment is purchased with grant proceeds, the department needs to assist Finance with the City-wide physical inventory of the equipment as requested, at least once every two years.	Section 6.1.16
	10.	I understand the department is responsible for fulfilling closeout requirements of the grant, including coordination with Finance on any final financial information and reporting needed.	Section 6.1.20

#### Please print, sign, and send this form to the Grants contact in the Finance Department

Susan Watkins

Department Contact Name (Print)

Social elson

Department Director Signature

5 110

Date Form Completed

#### Housing Coordinator

**Department Contact Title** 

5 10

Date Signed

(This section is to be completed by the Finance Department)

## **Grant Application Review Form**

Name of the grant: 2019 Community Development Block	Grant - Scenic Dr Sidewalk					
Grant application deadline: 05/22/19 This grant	application is: 📝 New 📋 Grant Continuation					
Funding/project period: Start Date: 10/01/19 End Date: 09/30/19						
CFDA # for grant, if applicable. If not applicable, please note N/A: _						
Purpose of the grant: (provide project summary and include the departm	nent mission/goals or City Strategies it relates to)					
This project continues our efforts to complete needed pedestrian routes in already developed areas of town connecting existing low to moderate income residential areas to important community services and destinations. This project furthers the Council goal to create a strategy to increase mobility.						
What will the funds be use for? (i.e. personnel costs, construction, desi	gn, equipment, etc)					
The funds will be used for the design and construction of a sidewalk connecting the South San Gabriel River Trail along Scenic Dr to the existing sidewalk located in front of the United States Postal Service office on Scenic Drive and the acquisition and installation of one bus shelter.						
Who is providing the funds? Williamson County						
(i.e., name of Federal Awarding Agency or Pass-thru Agency)						
Which of the following are these funds considered? If Other, please	e identify.					
✓ Federal □ State □ O	ther:					
Estimated grant funding amount: \$ <u>325,000</u>						
Are matching funds required? 🗌 Yes 🗹 No						
If yes, please complete the following: Funding s	ource of match:					
Match %						
Match \$						
Will the City be a direct recipient or subrecipient of the grant funds?	Direct Recipient 📝 Subrecipient					
Are ongoing operational costs anticipated once the grant funds are	depleted? 🗌 Yes 🗹 No					
If Yes, has the Budget Team been notified?						
Please print, sign, and return this form to the grants contact in the Finance Department						
Susan Watkins	lousing Coordinator					
	epartment Contact Title					
Soliala	5/1/19					
Department Director Signature D	ate Signed					
(This section to be completed by the Finance Department)						
Reviewed by Accounting D	ate Received/Reviewed					
	ate Received/Reviewed					
City of Georgetow	<b>6</b> 1					

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City of Georgetown

#### **GRANT BUDGET REQUEST**

#### Attachment C

Please only fill out the cells shaded in blue. Please follow the prompts in Column B to answer the data requirements in Column C and D. Some of the information is required via a drop down menu, while your information is free form. To open up a budget request, simple hit the "+" on the left of the spreadsheet. As you fill out request, they will appear in the "Changes" Column on the Base Budget Worksheet Tab.

Budget Request Information	Information/Amounts	Notes
Requestor Name:	Susan Watkins	
Budget Request Title:	Housing Coordinator	
Departmental Priority Rank		
Council Focus Area	Create a strategy to increase mobility	
Implementation Date	1/22/2019	
FULL TIME Personel Information		Notes
Requesting New Full Time Staff?	No	
Move to Next Step		and the second second second second
Move to Next Step		
Move to Next Step		Contraction of the second s
How Much Overtime Money Is Needed?		
100-5-XXXX-50-100 SALARIES	-	
100-5-XXXX-50-105 PART TIME SALARIES		
100-5-XXXX-50-110 OVERTIME	-	
100-5-XXXX-50-200 TAXES, SOCIAL SECURITY	-	
100-5-XXXX-50-201 WORKER'S COMP	-	
100-5-XXXX-50-300 GROUP INSURANCE	-	
100-5-XXXX-50-301 RETIREMENT	-	
PART TIME Personel Information		Notes
Requesting New Part Time?	No	
Move to Next Step		a second and the second se
Move to Next Step		
Vehicle Information		Notes
Does this Request have a Fleet Impact?	No	
Move to Next Step		
Move to Next Step		and the second se
Move to Next Step		
Operations & Capital Information		Notes
215-9-0880-90-XXX SCENIC DRIVE SIDEWALK	325,000	
Select an Account if Needed		
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Select an Account if Needed		
Justification		
This request is for CDBG grant funding from Williamson		
County to support community development in low to		\$ 325,00
moderate income areas and master plan implementation.		γ 323,00
moderate income areas and master plan implementation.		

**Budget Request** 

Susan Watkins, Housing Coordinator

Department Contact Name/Title 10

Department Director Signature

5 9 3 Date Signed

Finance Department Signature

Date Signed

SUBJECT:

Consideration and possible action to appoint Mike Triggs as member of the Georgetown Transportation Enhancement Corporation (GTEC) -- Mayor Dale Ross

ITEM SUMMARY:

FINANCIAL IMPACT: NA

SUBMITTED BY:

SUBJECT:

Consideration and possible action to appoint Rachael Jonrowe as member of the Georgetown Transportation Advisory Board (GTAB) -- Mayor Dale Ross

**ITEM SUMMARY:** 

FINANCIAL IMPACT: NA

SUBMITTED BY:

#### SUBJECT:

Consideration and possible action to approve payment, not to exceed \$79,688.88, to Travis County Emergency Services District #2 for the cost of enrollment of eight students to attend paramedic training -- John Sullivan, Fire Chief

#### ITEM SUMMARY:

In anticipation of the staffing needs for Fire Station #7, Georgetown Fire Department hired eight (8) Firefighter / EMTs in January 2019 with the intent of training them to be certified Paramedics through the Texas Department of State Health Services prior to the opening of Station 7.

The FY19 budget was adopted with the intent and allocated funding to send new EMT firefighters to a Paramedic program. The fire training staff explored multiple paramedic programs to determine which venue would best meet the needs and timeline for Georgetown.

The Travis County Emergency Services District #2 (Pflugerville) program was identified as a program that is uniquely designed for fire departments.

The program costs split among the three participating fire departments and allocated at \$9,961.11 per student.

The students began their training in late-January with the Travis County Emergency Services District #2 (Pflugerville) and have a completion date set for late November 2019.

FINANCIAL IMPACT: Budgeted within FY19 and cost not to exceed \$79,688.88

SUBMITTED BY: John Sullivan, Fire Chief

ATTACHMENTS:

Sole Source Letter

## TRAVIS COUNTY EMERGENCY SERVICES DISTRICT No. 2 PFLUGERVILLE FIRE DEPARTMENT 203 E. PECAN STREET PFLUGERVILLE, TEXAS 78660 (512) 251-2801

John Sullivan, Fire Chief 3500 D.B. Woods Rd Georgetown, TX 78628

Re: EMT Paramedic Academy - Sole Source Letter

Chief Sullivan and/or Procurement Officials:

This letter is written to confirm that the Travis County Emergency Services District No. 2 EMT Paramedic Program is the sole source provider of the following program and services in the Central Texas region:

- (1) Fire based EMS training which includes integrating concepts of creating EMS firefighter paramedics who are positioned to deliver pre-hospital emergency medical services that incorporate time critical response and effective patient care. Fire Service-Based EMS concepts emphasize responder safety, health and fitness, competent and compassionate workers, and cost effective operations. Physical training that has been developed and overseen by a fire service health and fitness coordinator is a part of the course curriculum to ensure students maintain a high degree of fitness for their personal well-being and are kept in optimum condition for their work as firefighters.
- (2) The course is a nine month in person deep emersion program that caters solely to fire fighter/EMTs who are employed by Fire Departments whereas other programs can take up to twenty-four months, and may lack in person direct didactic and skill instruction on a work schedule basis.
- (3) Significant physician involvement is involved in the course delivery which involves the major chapters being introduced by a cardiologist, neurologist, toxicologist, emergency physician, and pediatric providers. Additionally a cadaver lab is used in the class.

The course is approved by the department of state health services in the state of Texas. There are no other comparable programs available that offer the same purpose or function, and Travis Count Emergency Services District No. 2 determines tuition based on instructor and material cost recovery only; in order to support fire based EMS delivery in the region.

For further information, please feel free to contact us at 512-251-2801 or at nperkins@pflugervillefire.org

Sincerely, Nick Perkins, Assistant Fire Chief

Because We Care! www.pflugervillefire.com Page 57 of 851

#### SUBJECT:

Discussion and possible action regarding a request from the **Boy Scouts of America Capitol Area Council** for an **exemption** of the **rental fees** for **San Gabriel Park facilities** for the **San Gabriel District Cub Scout Twilight Camp** being held June 3-6, 2019 -- David Morgan, City Manager

#### ITEM SUMMARY:

The Boy Scouts of America Capitol Area Council is requesting an exemption of the rental fees for San Gabriel Park facilities for the San Gabriel District Cub Scout Twilight Camp being held June 3-6, 2019. The fee is estimated at approximately \$750.

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

The San Gabriel District Cub Scout Twilight Camp will take place prior to the finalization of the draft of the ordinance and the  $1^{st}$  and  $2^{nd}$  readings.

The City Council is being asked to consider approving an exemption of the rental fees for the use of San Gabriel Park facilities in that the City of Georgetown has historically exempted the rental fees for this event. Any fee exemption requests for this event in the future will be handled in accordance with the approved ordinance as outlined above.

#### FINANCIAL IMPACT:

City Manager's Budget will offset revenue account for Parks Facility Rental.

SUBMITTED BY: Shirley Rinn on behalf of David Morgan, City Manager

ATTACHMENTS:

Fee Exemption Request from the Boy Scouts of America Capitol Area Council



Georgetown Parks and Recreation/City of Georgetown,

I am requesting the park rental fee of \$750.00, for the park and pavilions, be waived for June 3rd through June 6<sup>th</sup> for the San Gabriel District Cub Scout Twilight Camp.

Every year we hold this week-long camp for our Cub Scouting youth and their families to come out and experience scouting in a fun outdoor environment. This year is all about underwater exploration and they will be learning about conservation, sea life, and much more while participating in hands on activities. This will give them the opportunity to learn new things while working in a group of their peers to complete projects. We will serve over 100 scouters throughout this week.

Thank you,

Morgan Baxter

Senior District Executive 12500 N IH-35 Austin, TX 78753-1312 www.bsacac.org

TAT

Prepared. For Life.™





#### SUBJECT:

Consideration and possible action regarding a request from the East View High School Project Graduation, Class of 2019 for an exemption of the rental fees for the Recreation Center for Project Graduation on May 31, 2019 -- David Morgan, City Manager

#### ITEM SUMMARY:

East View High School Project Graduation, Class of 2019 is requesting an exemption of the rental fees for the Recreation Center for Project Graduation on May 31, 2019. The fee is estimated at approximately \$750.

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

East View's Project Graduation will take place prior to the finalization of the draft of the ordinance and the 1<sup>st</sup> and 2<sup>nd</sup> readings.

The City Council is being asked to consider approving an exemption of the rental fees for the use of the Recreation Center for Project Graduation in that the City of Georgetown has historically exempted the rental fees for this event. Any fee exemption requests for this event in the future will be handled in accordance with the approved ordinance as outlined above.

#### FINANCIAL IMPACT:

City Manager's Budget will offset revenue account for Parks Facility Rental.

SUBMITTED BY: Shirley J. Rinn on behalf of David Morgan

ATTACHMENTS:

Request from East View High School Project Graduation, Class of 2019

## East View Project Graduation 2019

May 1, 2019

Dear City Council,

This letter is to request use of the Recreation Center for our Project Graduation event the evening of Friday May 31<sup>st</sup>, 2019. The continued support of the City for Project Graduation has made it possible to provide a safe place for the East View High School graduates to celebrate their achievements in a drug and alcohol free environment.

Your donation of the City's facilities is greatly appreciated and will been instrumental to making this event possible.

Again, on behalf of this great organization, and on behalf of all graduating seniors, we truly thank-you personally, as well as the City of Georgetown for being such an important advocate of Project Graduation for so many years.

Regards,

Stephanie Heflin Chair EV Project Graduation 2019

#### SUBJECT:

Consideration and possible action to **release** and **abandon** a portion of an **access easement** situated in the Isaac Donegan Survey, Abstract No. 178, and the Joseph Thompson Survey, Abstract 608 and recorded as Document No. 2008085855 in the Official Public Records of Williamson County, to 278 Georgetown, Inc.; and, to authorize the Mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager

#### **ITEM SUMMARY:**

In 2008, the City secured an easement to access the South San Gabriel Interceptor wastewater line (SSGI) across approximately 307 acres of land owned by San Gabriel Harvard Limited Partnership, predecessor in title to the current owner 278 Georgetown, Inc. The easement allows access from SH-29 to the interceptor for maintenance and inspection. Per Article 1 of the easement agreement, the access rights will terminate upon provision or acquisition of alternative access to the City's wastewater easement from the public right of way. Such alternative access will soon be provided by the imminent dedication of rights of way for Whisper Creek and River Terrace Drives through the Shadow Canyon Collector Road and Parkland Final Plat. These rights of way will allow access from SH-29 to a section of the access agreement located deeper in the Shadow Canyon property, and from there to the SSGI utilizing the City's existing rights. Per the agreement, at such time as the rights are terminated, the City will "confirm such termination by executing a document recordable in the Real Property Records of Williamson County, Texas...".

The proposed quitclaim deed would provide such confirmation, upon or concurrent with the dedication of the public rights of way mentioned above, for the release of that portion of the utility access agreement located north of the Seminole Pipeline, which bisects the Shadow Canyon property.

Staff recommends approval of this item.

FINANCIAL IMPACT:

N/A. Costs to construct the rights of way to be borne by the developer.

SUBMITTED BY: Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package Exhibit Easement Document

## RESOLUTION NO.

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN AUTHORIZING THE RELEASE OF A PORTION OF THE ACCESS EASEMENT AS GRANTED IN THE UTILITY ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NUMBER 2008085855, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.WilCo.TX).

WHEREAS, the City of Georgetown has received a request from 278 Georgetown, Inc. a Texas corporation, owners of that approximately 307.849 acre tract of land described in Document No. 2008085855 of the O.P.R.WilCo.TX, for the release of a portion the subject easement located thereon as described in Document No. 2008085855 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 a wastewater line and easement as described Document No. 2007064714 of the O.P.R.WilCo.TX ("Wastewater Easement"); 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 easement and wastewater line and render a portion of the existing easement unnecessary; and,

WHEREAS, portions of the existing easement does 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 ("Released Easement Area"), and termination of the associated rights, pursuant to Article 1 of the subject easement agreement, which terminates the rights of access granted therein upon provision to, or acquisition by, the City of alternative access to the Wastewater Easement.

WHEREAS, the easement across all of that area as described in Exhibit "B" attached hereto and incorporated herein, along with all rights, title and interest to which shall be retained by the City for release at a future date upon receipt of Alternate Access as defined in in Document No. 2008085855 of the O.P.R.WilCo.TX.

WHEREAS, upon considering the request for vacation 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 River Terrace and Whisper Creek Drives and depicted in

Resolution No.

Description: SSGI Access Easement Abandonment, Shadow Creek, CoG Map Quad J-53/J-52
Date Approved:\_\_\_\_\_\_\_Page 63 of 851
Page 63 of 851

that Final Plat of Shadow Canyon Collector Road and Parkland currently in review with the City of Georgetown Planning Department, have been dedicated and that such easement may then be vacated and abandoned; and

WHEREAS, the General Manager of Utilities, or his designee, has reviewed this request and has no objection to the vacation 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:

<u>SECTION 1</u>. 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.

<u>SECTION 2</u>. The Mayor is hereby authorized to execute a Quitclaim Deed in substantially the same form attached hereto as <u>Exhibit "C"</u>, 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.

<u>SECTION 3</u>. 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: SSGI Access Easement Abandonment, Shadow Creek, CoG Map Quad J-53/J-52 Date Approved: \_\_\_\_\_\_ Page 64 of 851 Page 2 of 2

## EXHIBIT "A"

## RELEASED EASEMENT AREA

BEING a portion of that 3.3135-acre Access Easement Area out of the Isaac Donigan Survey, Abstract No. 178 and Joseph Thompson Survey, Abstract 608, in in Williamson County, Texas, as described in that certain Utility Access Easement Agreement recorded as Document No. 2008085855, Official Public Records of Williamson County, Texas; said portion being all of the Access Easement Area lying north of the Amended Easement described in that certain Amendment to Right of Way Agreement recorded as Document No. 2017007679, Official Public Records of Williamson County, Texas

# EXHIBIT "B" RETAINED EASEMENT AREA

BEING a portion of that 3.3135-acre Access Easement Area out of the Isaac Donigan Survey, Abstract No. 178 and Joseph Thompson Survey, Abstract 608, in in Williamson County, Texas, as described in that certain Utility Access Easement Agreement recorded as Document No. 2008085855, Official Public Records of Williamson County, Texas; said portion being all of the above described area lying within, across, and to the south of the Amended Easement described in that certain Amendment to Right of Way Agreement recorded as Document No. 2017007679, 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**: 278 Georgetown, Inc., a Texas corporation

**GRANTEE'S** Mailing Address (including County): 4407 Spicewood Springs Rd., 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 3.3135-acre Access Easement Area out of the Isaac Donagan Survey, Abstract No. 178 and Joseph Thompson Survey, Abstract 608, in Williamson County, Texas, as described in Exhibit "A" attached hereto and incorporated herein ("Released Easement Area").

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.

Quitclaim Deed Util. Access Esmnt 2008085855 Shadown Canyon SSGI CoG Map Quad J-52/J-53 Page 1 of 2

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.

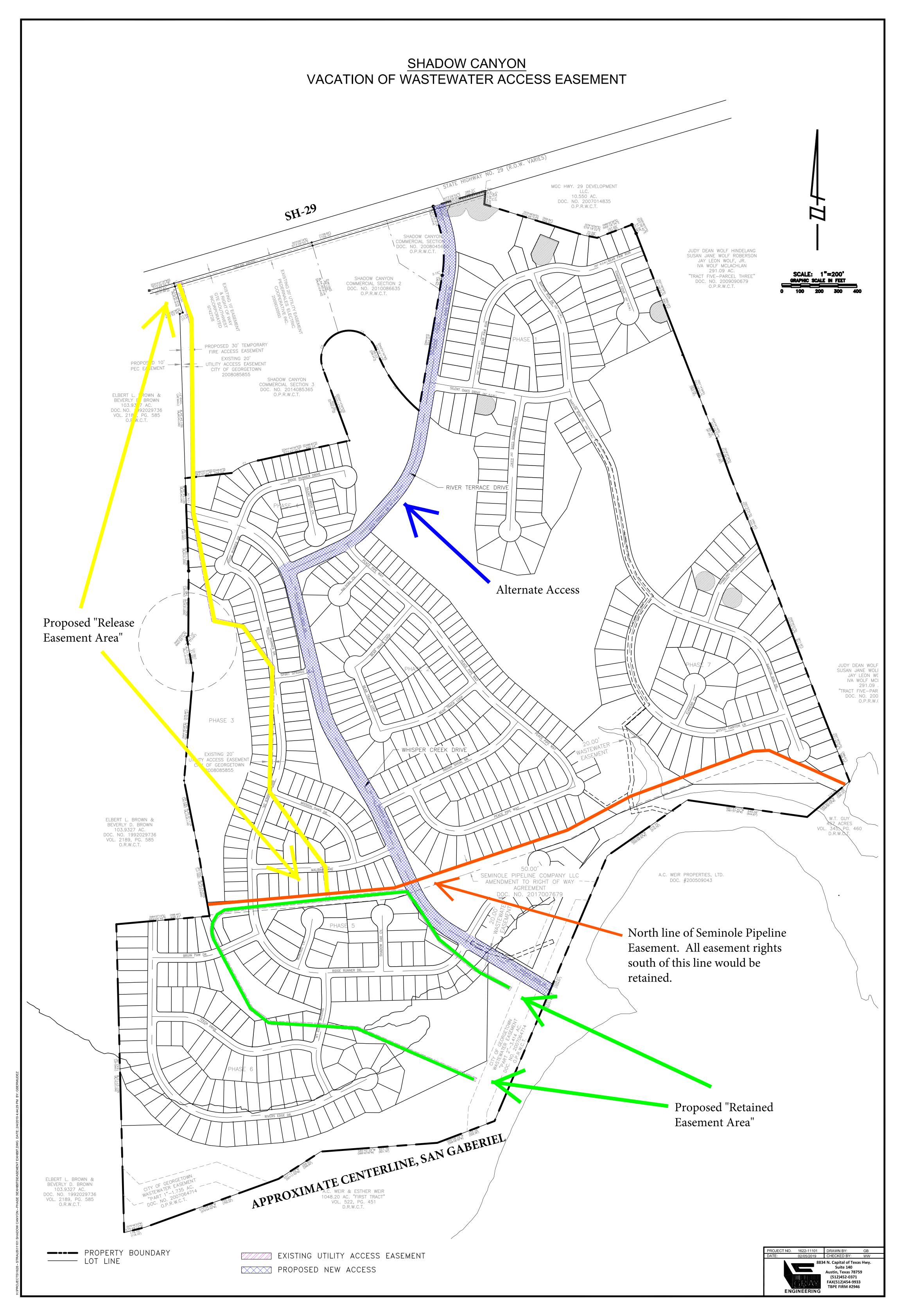
Notary Public, State of Texas

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.





2008085855

#### UTILITY ACCESS EASEMENT AGREEMENT

§ § §

STATE OF TEXAS

#### COUNTY OF WILLIAMSON

THIS UTILITY ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the <u>2</u> day of <u>October</u>, 2008, by and between San Gabriel Harvard Limited Partnership, an Arizona limited partnership ("Grantor") and CITY OF GEORGETOWN, a Texas home-rule municipal corporation, whose address is P.O. Box 409, Georgetown, Texas 78627, Attn: Georgetown City Secretary ("Grantee"); Grantor and Grantee hereinafter referred to collectively as the "Parties"), for the consideration and purposes set forth herein.

WHEREAS, Grantor is the owner of that certain tract of real property more particularly described on **Exhibit "A"** attached hereto ("Property");

WHEREAS, Grantor has granted a wastewater easement to Grantee, which is recorded as Document No. 2007064714 in the Official Public Records of Williamson County, Texas (the "Wastewater Easement");

WHEREAS, Grantee intends to accept the dedication of and the responsibility for maintenance of certain sanitary sewer service facilities (collectively, the "Facilities") which are to be constructed within the Wastewater Easement by LAREDO WO, LTD., a Texas limited partnership in connection with its development of adjacent real property; and

WHEREAS, Grantee desires to obtain from Grantor and Grantor has agreed to provide to Grantee vehicular and pedestrian access to and from the Wastewater Easement across, upon and over a portion of Grantor's Property, being comprised of the existing eighteen (18) foot wide road located on the Property, plus one (1) foot on either side of such existing road, which area collectively is more particularly described on <u>Exhibit "B"</u> attached hereto (the "Access Easement Area").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Grant of Access Easement</u>. Grantor hereby grants to Grantee and its successors and assigns a non-exclusive vehicular and pedestrian access easement (the "Access Easement") over, upon, and across the Access Easement Area, for the purpose of providing ingress, egress and access to and from the Wastewater Easement in order for the Grantee to construct, install, inspect, test, maintain, repair and/or replace, as needed, the Facilities in the Wastewater Easement. Until such time as Grantee obtains or is provided with access to and from the Wastewater Easement via a public road ("Alternate Access"), the Access Easement may be used by Grantee and its employees, independent contractors, consultants, tenants, agents, licensees and invitees for the purpose set forth above. The Access Easement shall automatically terminate when Grantee obtains or is provided with such Alternate Access, and the Parties shall have no

further obligations in connection herewith except under those provisions that expressly survive a termination of the Access Easement. Upon termination of the Access Easement as herein provided, and written request by Grantor, Grantee shall confirm such termination by executing a document recordable in the Real Property Records of Williamson County, Texas, confirming such termination. Notwithstanding anything to the contrary contained in this Section 1, Grantee shall have no duty to seek Alternate Access.

2. Damage to Grantor's Property and/or Access Easement Area. Grantee shall be liable for any damage to Grantor's Property caused by Grantee and/or its employees, independent contractors, consultants, tenants, agents, licensees or invitees arising out of use of the Access Easement Area, and Grantee shall promptly repair such damage. Grantee expressly acknowledges that Grantor shall not bear any responsibility or liability for the maintenance or repair of the Access Easement Area; provided however that Grantor shall be liable for any damage to the Access Easement Area caused by the negligence or willful misconduct of Grantor and/or its employees, tenants, agents, licensees, assigns, or invitees arising out of use of the Access Easement Area, and Grantor shall promptly repair such damage.

Improvements and Maintenance. The Parties expressly acknowledge that neither Grantor 3. nor Grantee shall be required to incur any responsibility or hability for the construction or improvement of the roadway over and across the Access Easement Area or be obligated to make any improvements to the Access Easement Area. Grantee shall have the right, in Grantee's sole discretion, to remove trees and brush in and around the Access Easement Area Area to the extent reasonably necessary for Grantee to use the Access Easement Area for the purposes herein described and to make those improvements to widen the existing roadway to twenty feet (20') consistent with the specifications set forth on Exhibit "C" attached hereto. Otherwise, Grantee shall not have any right to make improvements to the Access Easement Area, but Grantee may repair and maintain the existing road in the Access Easement Area. Grantee expressly acknowledges that Grantor shall not bear any responsibility or liability for the maintenance or repair of the Access Easement Area on the access road therein, except as expressly set forth in Section 2 of this Agreement. Grantee hereby acknowledges that Grantor may use the Access Easement Area for other purposes (including, without limitation, the construction of improvements thereon, installation of utilities, maintaining any such improvements or utilities, and the granting of other easements to third parties); provided such other uses or purposes do not unreasonably interfere with or prevent Grantee's use of the Access Easement Area for the purposes herein stipulated.

4. <u>Interruption of Access</u>. Grantee acknowledges that Grantor may have cattle or other livestock on Grantor's Property and therefore certain fences, gates, or other barriers may exist (or may be installed by Grantor, in Grantor's discretion) which restrict access across all or a portion of the Access Easement Area. Grantee shall provide Grantor with reasonable advance notice (which notice may be oral) prior to Grantee entering upon the Access Easement Area so that Grantor may unlock any such fences, gates or barriers, or accompany Grantee onto the Access Easement Area. Grantee agrees to use reasonable efforts to close and secure such gates or otherwise restore such fence and/or barrier promptly after passing through such gate, fence or barrier) Grantee acknowledges that use of the Access Easement Area may be temporarily interrupted: (a) during construction, maintenance and repair of parking areas, driveways, landscaping, sidewalks, pedestrian ways and other improvements and facilities existing from time to time on or within the Access Easement Area, (b) during an emergency, or (c) in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein, and in such event, Grantor shall provide to Grantee, prior written notice of such interruption and reasonable alternate access to and from the Wastewater Easement during the entire period of such temporary interruption. Notwithstanding the foregoing, if such temporary interruption is due to an emergency, no prior notice of such interruption shall be required, but Grantor shall provide written notice of such interruption to Grantee as soon thereafter as reasonably possible.

5. <u>Right to Relocate Access Easement Area</u>. At any time or from time to time, but on at least thirty (30) days prior written notice to Grantee, Grantor may relocate the Access Easement Area to any other area of Grantor's Property, so long as such relocation continues to provide Grantee uninterrupted access (subject to paragraph 4 above) to the Wastewater Easement along an access strip at least 20' in width containing an access road which provides materially similar or better access to the Wastewater Easement in accordance with the terms of this Agreement. In the event of any such relocation of the Access Easement Area (or any portion thereof) under this Section 5, the Parties shall execute a recordable amendment to this Agreement confirming the relocation of the Access Easement Area.

6. <u>Permitted Exceptions</u>. The Easement hereby granted is expressly made subject to any and all easements, covenants, rights-of-way, conditions, restrictions and mineral interests relating to the Access Easement Area to the extent and only to the extent that the same may still be in force and effect and shown of record in the Official Public Records of Williamson County, Texas, and to any rights, claims and/or easements in connection with any electric lines, poles and guys located on the Access Easement Area as of the date of this Agreement.

7. <u>Miscellaneous</u>.

a. <u>Entire Agreement</u>. Notwithstanding any terms, provisions or conditions of any other documents or instruments to the contrary, this Agreement constitutes the entire agreement among the Parties hereto as to the subject matter hereof, and the Parties do not rely upon any statement, promise or representation not herein expressed.

b. <u>Amendments</u> Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto.

c. <u>Governing Law</u>. This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Williamson County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

d. <u>Counterparts</u>. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

e. <u>Binding on Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns and shall be deemed to be a covenant running with the land.

f. <u>No Partnership</u>. Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third party beneficiary except as otherwise provided.

g. <u>Notices</u>. Any notice hereunder must be in writing, and shall be effective when deposited in the United States Mail, Certified (Return Receipt Requested), or with a recognized overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time as provided in this Section 6.g), or when actually received by the party to be notified, including electronically confirmed facsimile transmissions:

To Grantor: San Gabriel Harvard Limited Partnership c/o Harvard Investments, Inc. 17700 North Pacesetter Way Scottsdale, AZ 85255 Attn: Chris Cacheris Telephone: 480-348-1118 Facsimile: 480-348-8976

To Grantee: City of Georgetown P.O. Box 409 Georgetown, Texas 78627 Attn: Assistant City Manager – Utilities Telephone: 512-930-3889 Facsimile: 512-930-3622

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED as of the date first written above.

<u>GRANTOR</u>:

SAN GABRIEL HARVARD HMITED PARTNERSHIP, an Arizona limited partnership Georgetown 308, L(L,C,, By: an Arizona limited liability company General Partner Its: Harvard Investments, Inc. By: a Nevada Corporation Manager Its: Bv: Name: Title: Treasure STATE OF TEXAS Arizona ş ş Maricona COUNTY OF WILLIAM § This instrument was acknowledged before me on this the and day of OCKOR , 2008, by Katherun L. Astron of Harvard Treasurer Investments, Inc., a Nevada Corporation, Manager of Georgetown 308, L.L.C., an Arizona limited liability company, the general partner of San Gabriel Harvard Limited Partnership, an Arizona Limited Partnership, on behalf of said entities. Notary Public State of Arizona

Maricopa County/ Mary I Taylor My Commission Expires Notary Public, State of 11/28/2008

APPROVED AS TO FORM:

<u>Familia E. Carls</u> City Attorney

Exhibit "A" – Description of Grantor's Property Exhibit "B" – Description of Access Easement Area Exhibit "C" – Road Specifications

AFTER RECORDING, RETURN TO GRANTEE: Georgetown City Secretary P.O. Box 409 Georgetown, Texas 78627

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# EXHIBIT "A"



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## AUSTIN SURVEYORS P.O. BOX 180243 AUSTIN, TEXAS 78718

#### 2105 JUSTIN LANE #103 (512) 454-6605

Sheet 2 of 4 Attachment to Plat No.992-1P

## FIELD NOTES FOR 307.848 ACRES

All that certain tract or parcel of land situated in the Isaac Donegan Survey, A-178, and the Jos. Thompson Survey, A-608, in Williamson County, Texas and being all of a tract land, called 308.06 acres, conveyed to South Fork Land Development Co. by deed recorded in Volume 840, Page 367 of the Deed Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found on the Southeast line of State Highway #29 in the Northwest corner of a 10.57 acre tract of land conveyed to Texas Trucking Co. by deed recorded in Document #9875135 of the Official Records of Williamson County, Texas, and the Northeast corner of the above mentioned 308.06 acre tract for the Northeast corner of this tract.

THENCE S 04°30'57" W 71.53 feet to an iron pin found in an angle point of the said 308.06 acre tract and the said 10.57 acre tract for an angle point of this tract.

THENCE S 72°48'00" E 556.84 feet to an iron pin found in an angle point of the said 308.06 acre tract and the said 10.57 acre tract for an angle point of this tract.

THENCE S 79°19'50''E 70.58 feet to an iron pin found at a 20'' cedar tree in an angle point of the said 308.06 acre tract and the said 10.57 acre tract for an angle, point of this tract.

THENCE N 69920'29" E 197.75 feet to a 60d nail found in a 14" live oak tree for an angle point of the said 308.06 acre tract, an angle point of the said 10.57 acre tract, and an angle point of this tract.

THENCE S 25°58'47" E 51.58 feet to a 40d nail found in a fence post for an angle point of the said 308.06 acre tract, the South corner of the said 10.57 acre tract, the West corner of a 291.09 acre tract conveyed to Judy W. Hindelang et al by deed recorded in Volume 601, Page 755 of the above mentioned Deed Records, and an angle point of this tract.

THENCE S 21°08'59" E 692.23 feet to an iron pin set in an angle point of the said 308.06 acre tract for an angle point of this tract.

THENCE S 21°14'29" E 393.19 feet to an iron pin found at an 18" cedar for an angle point of the said 308.06 acre tract and an angle point of this tract.

Exhibit "A"

THENCE S 24°54'18" E 87.95 feet to an iron pin found at an 18" cedar for an angle point of the said 308.06 acre tract and an angle point of this tract.

THENCE S 19°37'38" E 207.85 feet to an iron pin set at a fence post for an angle point of the said 308.06 acre tract and an angle point of this tract.

THENCE S 21°57'51" E 450.40 feet to an iron pin set at a fence post for an angle point of the said 308.06 acre tract and an angle point of this tract.

THENCE S 20°55'21" E 911.32 feet to an iron pin set at a 20" cedar tree for an angle point of the said 308.06 acre tract and an angle point of this tract.

THENCE S 21°39'54" E 388.51 feet to an iron pin found at a fence post for the East corner of the said 308.06 acre tract and the East corner of this tract.

THENCE S 49°50'15" W at 225.04 feet pass an iron pin found at the end of a fence on the top of a bluff and continue for a total of 295.15 feet to a point on the approximate centerline of the South San Gabriel River for an angle point of the said 308.06 acre tract and an angle point of this tract.

THENCE up the approximate centerline of the South San Gabriel River for the following eight (8) courses:

- (1) N 81°57'36" W 644.97/feet
- (2) S 55°06'40" W 519.75 feet
- (3) S 23°01'40" W 1534.01 feet (4) S 69°08'40" W 326.36 feet
- (5) S 85°42'40" W 621.76 feet
- (6) S 57°11'40" W 268.60 feet
- (7) C 7000 4140" W 200.00 1000
- (7) S 70°04'40" W 755.32 feet
- (8) S 75°49'23" W 116:10 feet to the East corner of a 103.9327 acre tract of land conveyed to Elbert L. Brown et ux by deed recorded in Volume 2189, Page 585 of the said Official Records for South corner of the said 308.06 acre tract and the South corner of this tract.

THENCE N 01°27'01" W with the Northeast line of the said 103.9327 acre tract and the Southwest line of the said 308.06 acre tract at 39.61 feet pass a 1" iron bar found, at 297.08 feet pass a T-post driven 0.3 feet right of line, at 434.18 feet pass a fence corner post 0.6 feet right of line and continue for a total of 1642.43 feet to an iron pin found at a fence corner post for an angle point of the said 103.9327 acre tract, an angle point of the said 308.06 acre tract and an angle point of this tract.

THENCE with the Northeast line of the said 103.9327 acre tract and the Southwest line of the said 308.06 acre tract for the following nine (9) courses:

(1) N 84°57'15" E 498.40 feet to an iron pin found at a fence corner post.

- (2) N 09°53'34" W 350.17 feet to an iron pin found
- (3) N 11°20'27" W 383.79 feet to an iron pin found

(4) N 04°48'28" E 575.98 feet to an iron pin found at a 24" hackberry tree

(5) N 10°10'17" W 192.12 feet to a 60d nail found in a 12" elm treet
(6) N 40°33'07" E 13.02 feet to a 60d nail found in a 12" elm tree
(7) N 00°16'40" E 343.62 feet to an iron pin found
(8) N 02°10'40" W 320.09 feet to an iron pin found
(9) N 01°54'08" W 1049.26 feet to an iron pin found on the South line of a 3.5 acre tract of land conveyed to F. Wood by deed recorded in Volume

514, page 498 of the said Deed Records, for the North corner of the said 103.9327 acre tract.

THENCE N 66°26'38" E 17.47 feet to an iron pin found in the East corner of the said 3.5 acre tract for an angle point of the said 308.06 acre tract and an angle point of this tract.

THENCE N 16°18'20" W 162.71 feet to an iron pin set on the Southeast line of State Highway #29 for the North corner of the said 3.5 acre tract, the West corner of the said 308.06 acre tract, and the West corner of this tract.

THENCE N 73°29'19" E with the Southeast line of State Highway #29 1728.55 feet to the POINT OF BEGINNING, containing 307.848 acres of land, more or less.

I, Claude F. Hinkle, Jr., a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from an on-the-ground survey made under my supervision during December of 1999 and are correct to the best of my knowledge and belief. These fields notes were prepared for a transfer of title from South Fork Land Development Co to S.R. Weisberg, Trustee. Any use of this description by these or any other persons for any other use or purpose is expressly prohibited.

Claude F. Hinkle, Jr. R.P.L.S. No. 4629

<u>23 DEC 99</u> 991.DOC Date

Exhibit "A"

# EXHIBIT "B"



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## CRICHTON AND ASSOCIATES, INC. LAND SURVEYORS 6448 HIGHWAY 290 EAST SUITE B-105 AUSTIN, TX 78723 512-244-3395 - PHONE 512-244-9508 - FAX

## FIELD NOTES

## 8.1833 ACRES WASTEWATER ACCESS EASEMENT

FIELD NOTES FOR A 3.3135 ACRE TRACT OUT OF THE ISAAC DONIGAN SURVEY, ABSTRACT NO. 178, AND THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, IN WILLIAMSON COUNTY, TEXAS, ALSO BEING OUT OF A 307.848 ACRE TRACT CONVEYED TO SAN GABRIEL HARVARD LIMITED PARTNERSHIP AND RECORDED IN DOCUMENT NO. 2002093325, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a point on the South R.O.W. line of State Highway 29, also being the North line of the said San Gabriel Harvard Limited Partnership tract, and from which the Northwest corner of the said San Gabriel Harvard Limited Partnership tract, also being the Northeast corner of a 0.96 acre tract conveyed to Horace Norvell in Document No. 2007030380, Official Public Records, Williamson County, Texas, bears S 73° 29' 19' W, 21.05 feet. Said point being the Northwest corner of this tract and the POINT OF BEGINNING.

THENCE N 73° 29' 19' E, with the South R.O.W. line of State Highway 29, also being the North line of the said San Gabriel Harvard Limited Partnership tract, 20:00 feet to a point for the Northeast corner of this tract.

THENCE through the interior of the said San Gabriel Harvard Limited Partnership tract, the following thirty nine (39) courses and distances:

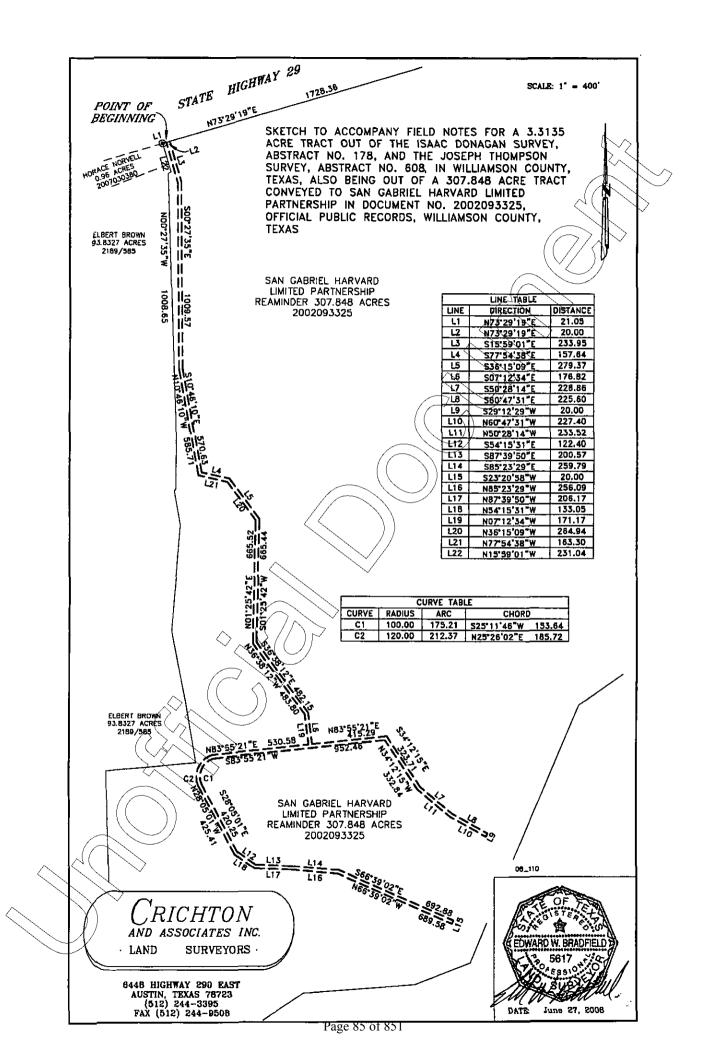
- 1) \$ 15° 59' 01" E, 233.95 feet to a point.
- 2) \$ 00° 27' 35'E, 1009.57 feet to apoint.
- 3) S 10° 46' 10" E, 570.63 feet to a point.
- 4) \$ 77° 54' 38" E, 157.64 feet to a point.
- 5) S 36 15' 09" E, 279.37 feet to a point.
- 6) \$ 019 25' 42" W, 665.44 feet to a point.
- 7) \$ 36° 38' 12" E, 482.15 feet to a point.
- 8) (S 07° 12' 34" E, 176.82 fect to a point.
- 9) N 83° 55' 21" E, 415.29 feet to a point.

- 10) \$ 34° 12' 15" E, 323.71 feet to a point.
- 11) \$ 50° 28' 14" E, 228.86 feet to a point.
- 12) \$ 60° 47' 31" E, 225.60 feet to a point.
- 13) S 29° 12' 29" W, 20.00 feet to a point.
- 14) N 60° 47' 31" W, 227.40 feet to a point
- 15) N 50° 28' 14" W, 233.52 feet to apoint.
- 16) N 34° 12' 15" W, 332.84 feet to apoint.
- 17) S 83° 55' 21" W, 952.46 feet to a point at the beginning of a curve to the left.
- 18) With said curve to the left, radius = 100.00 feet, arc distance = 175.21 feet and a chord that bears S 25° 11' 46" W, 153.64 feet to a point.
- 19) S 28° 05' 01" E, 420.25 feet to a point.
- 20) S 54° 15' 31" E, 122.40 feet to a point.
- 21) S 87° 39' 50" E, 200.57 feet to a point.
- 22) S 85° 23' 29" E, 259.79 feet to a point.
- 23) S 66° 39' 02" E, 692.88 feet to a point.
- 24) S 23° 20' 58" W, 20.00 feet to a point.
- 25) N 66° 39' 02" W, 689.58 feet to apoint,
- 26) N 85° 23' 29" W 256.09 feet to a point.
- 27) N 87º 39' 50" W, , 206.17 feet to a point.
- 28) N 54° 15' 31" W, 133.05 feet to apoint.
- 29) N 28° 05' 01" W, 425.41 feet to apoint at the beginning of a curve to the right.
- 30) With said curve to the right, radius = 120.00 feet, arc distance = 212.37 feet, and a chord that bears N 25° 26' 02" E, 185.72 feet to a point.
- 31) N 83° 55' 21" E, 530.58 feet to a point.
- 32) N 07° 12' 34" W, 171.17 feet to apoint.
- 33) N 36° 38' 12" W, 483.80 feet to apoint.
- 34) N 01° 25' 42" E, 665.52 feet to a point.
- $( \land \lor$
- \$5) N 36° 15' 09" W, 264.94 feet to apoint.
- 36) N 77° 54' 38" W, 163.30 feet to apoint.

- 37) N 10° 46' 10" W, 585.71 fect to apoint.
- 38) N 00° 27' 35" W, 1008.65 feet to a point.
- 39) N 15° 59' 01" W, 231.04 feet to the POINT OF BEGINNING and containing 3.3135 acres of land more or less.

I hereby certify that the foregoing field notes were prepared from a survey on the ground, under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal June 27, 2008,	08_110
Edward W. Bradfield, R.P.L.S. 5617	



# EXHIBIT "C"

# Road Specifications

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Georgetown	ACCESS ROAD	source pure: NTS 1/2003
TEXAS Georgetown Utility Systems Your Community Quarter Utility		DANNY BY: APPROVED BY: MRS TRB
TOP COMMERTLY OBJECT LINKY	Page 87 of 851	

# FILED AND RECORDED OFFICIAL PUBLIC RECORDS 2008085855

Dancy E. Rister

11/17/2008 04:36 PM SURRATT \$80.00 NANCY E. RISTER, COUNTY CLERK WILLIAMSON COUNTY, TEXAS

(4) City of Leorgetown

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Consideration and possible action to **release** and **abandon** a **wastewater easement** situated in the Isaac Donagan Survey, Abstract 178, recorded as Document No. 2019006808 in the Official Public Records of Williamson County, to 278 Georgetown, Inc.; and, to authorize the Mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager

## **ITEM SUMMARY:**

278 Georgetown is currently developing the Shadow Canyon Subdivision, located on the south side of SH-29 between the Legend Oaks and Water Oak neighborhoods. As part of the development process, 278 Georgetown must construct portions of the City's future wastewater network to service the subdivision and connect it to the City's wastewater collection system, along with providing easements for such lines. 278 Georgetown recently attempted to convey to the City such an easement, but utilized a form and terms which were not acceptable to the City.

278 Georgetown has agreed to provide an easement on terms and a form agreeable to the City. This item would eliminate the existing easement, along with all rights and responsibilities, to be replaced by a another easement at a later date. The line installed within the easement area has not been accepted by the City and is currently private, and so approval of this item and elimination of the easement would have no adverse effect on the City's wastewater collection system. Staff recommends approval of this item.

## FINANCIAL IMPACT:

N/A. The costs to record the quitclaim instrument and provide a replacement easement are to be borne by the developer.

SUBMITTED BY: Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package Easement to be released

## RESOLUTION NO.

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN RELEASING AND ABANDONING A WASTEWATER EASEMENT SITUATED IN THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, GRANTED TO THE CITY OF GEORGETOWN AND RECORDED AS DOCUMENT NO. 2019006808 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TO 278 GEORGETOWN, INC.

WHEREAS, 278 Georgetown, Inc., a Texas corporation, ("278 Georgetown") attempted to convey to the City of Georgetown (the "City") a wastewater easement, on the terms and as described in Document No. 2019006808 in the Official Public Records of Williamson County, Texas (the "Easement"); and,

WHEREAS, the City does not accept the form of the document conveying, nor the terms of, said Easement; and,

WHEREAS, the purpose of the easement is to allow the construction and maintenance of a future public wastewater line, to become a part of the City's wastewater system, a necessary part of the development of the Shadow Canyon subdivision by 278 Georgetown; and,

WHEREAS, 278 Georgetown has agreed to convey to the City a replacement easement, on terms and with a form agreeable to the City; and,

WHEREAS, no wastewater line within the Easement has been accepted by the City into the City's collection system, and so release and abandonment of the Easement will not cause a deficiency in services; and,

WHEREAS, upon considering the request for release and abandonment of the Easement, and additional information pertaining to the request, the City Council now finds that a public need for the Easement no longer exists and it may, therefore, be abandoned and released.

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

<u>SECTION 1</u>. 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.

Resolution No. \_\_\_\_\_\_ Description: Release and abandonment of a WW Easement, Shadow Canyon, CoG Map Quad J-53/J-52 Date Approved: \_\_\_\_\_\_ Page 90 of 851 Page 1 of 2 <u>SECTION 2</u>. The Mayor is hereby authorized to execute a Quitclaim Deed in substantially the same form attached hereto as <u>Exhibit "A"</u> and any other conveyance document(s) necessary to complete the release and abandonment of the utility easement described herein, and the City Secretary is hereby authorized to attest thereto on behalf of the City of Georgetown.

<u>SECTION 3</u>. 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

## **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**: 278 Georgetown, Inc., a Texas corporation

**GRANTEE'S** Mailing Address (including County): 4407 Spicewood Springs Rd., 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 all of that 1.543-acre Wastewater Easement Area out of the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas, as described in Document No. 2019006808 recorded in the Official Public Records of Williamson County, Texas.

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.

Quitclaim Deed Abandoning Wastewater Easement Shadow Canyon WW CoG Map Quad J-52/J-53 Page 1 of 2

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

Quitclaim Deed Abandoning Wastewater Easement Shadow Canyon WW CoG Map Quad J-52/J-53 Page 2 of 2

## WASTEWATER EASEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

KNOW ALL BY THESE PRESENTS:

THAT **278** GEORGETOWN, INC., a Texas corporation ("<u>Grantor</u>"), for and in consideration of the sum of TEN DOLLARS other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date GRANTED, SOLD, and CONVEYED and, by these presents, does hereby GRANT, SELL, and CONVEY unto THE CITY OF GEORGETOWN, a Texas home-rule municipal corporation ("<u>Grantee</u>"), whose address is P.O. Box 409, Georgetown, Texas 78627, Attn: Georgetown City Secretary, an easement (the "<u>Easement</u>") in, upon, over, and across the following real property:

All that certain tract, piece, or parcel of land in Williamson County, Texas, which is fully described and depicted on <u>Exhibit "A"</u> attached hereto and made a part hereof for all purposes (the "<u>Easement Tract</u>");

TO HAVE AND TO HOLD the Easement, together with the right and privilege at any and all times to enter the Easement Tract or any part thereof, unto Grantee and its successors and assigns, for the duration and purposes set forth herein successors and assigns, does hereby covenant and agree to WARRANT and FOREVER DEFEND title to the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent the same are valid, subsisting, and affect the Easement Tract.

The Easement may be used for the construction, installation, operation, maintenance, inspection, repair, upgrade, replacement, relocation, and removal of an underground wastewater line and related facilities and appurtenances, and making connections thereto (the *"Facilities"*), and for maintaining the Easement Tract by clearing and removing vegetation, litter, and debris. The Easement is non-exclusive; however, Grantor will not use the Easement Tract in any manner or grant any easement or other conflicting right within the Easement Tract that interferes or is inconsistent with or prevents the use of the Easement as contemplated herein.

[signature page follows]

{W0849751.4}

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of <u>November</u> <u>30</u>, 2018.

**GRANTOR:** 278 GEORGETOWN, INC., a Texas corporation Bv: Joseph/W. Straub, President THE STATE OF TEXAS § § § COUNTY OF TRAVIS This instrument was acknowledged before me on the 30 day of oventer, 2018, by Joseph W. Straub, President of 278 Georgetown, Inc., a Texas corporation, on behalf of said corporation. (SEAL) nvel Notary Rublic, State of Texas FRAN POWELL Notary ID #126172229 My Commission Expires August 9, 2019 {W0849751.4} 2

## CONSENT AND SUBORDINATION OF LIENHOLDER

UNITED DEVELOPMENT FUNDING IV, a Maryland real estate investment trust ("<u>Lienholder</u>"), as the holder of the liens on that certain real property on which the above described Easement is located under that certain (i) <u>Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing</u>, recorded as Document No. 2014094149, Official Public Records of Williamson County, Texas, as amended and modified from time to time, and (ii) <u>Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing</u>, recorded as Document No. 2014094151, Official Public Records of Williamson County, Texas, as amended and modified from time to time, and emended and modified from time to time, consents to the above Wastewater Easement (the "<u>Easement</u>") and the terms and conditions provided therein, and Lienholder subordinates its liens to the rights and interests of Grantee, so that a foreclosure of any lien in favor of Lienholder will not extinguish the rights and interests of Grantee, its successors or assigns, under the Easement.

	UNITED DEVELOPMENT FUNDING IV, a Maryland real estate investments trust
	By: Printed Name; Hollins by each low
	Printed Name: Hoth's Green and Title: Child Exercitive Officer
THE STATE OF	<u>éxas</u> s
COUNTY OF TAM	vant §
2019 This instrum 2018 by Holli's G a Maryland real estat	te investment trust, on behalf of said real estate investment trust.
(SEAL)	OF ANTI SATA
	Notary Public Signature
JESSICA SO	
JESSICA SC Notary Public, St Comm Expires	
Notary 10/12	9438795
$\langle \langle \langle \rangle \rangle$	
{W0849751.4}	3

## CONSENT AND SUBORDINATION OF LIENHOLDER

**PLAINSCAPITAL BANK**, a Texas state financial institution ("Lienholder"), as the holder of the liens on that certain real property on which the above-described Easement is located under that certain <u>Deed of Trust (Security Agreement and Financing Statement)</u>, recorded as Document No. 2015100102, Official Public Records of Williamson County, Texas, as amended and modified from time to time, consents to the above Wastewater Easement (the "<u>Easement</u>") and the terms and conditions provided therein, and Lienholder subordinates its liens to the rights and interests of Grantee, so that a foreclosure of any lien in favor of Lienholder will not extinguish the rights and interests of Grantee, its successors or assigns, under the Easement.

PLAINSCAPITAL BANK, a Texas state financial institution

B٦ Printed Name: MATT NORRIS Title: VICE PRESIDENT

THE STATE OF <u>TEXAS</u>

## COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the <u>3rd</u> day of <u>December</u>, 2018 by <u>Matt Norris , Vice President</u> of PlainsCapital Bank, a Texas state financial institution, on behalf of said state financial institution.

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(SEAL)

ERIN JOHNSON Notary Public. State of Texas Comm. Expires 06-20-2022 Notary ID 12830005 Notary Public Signature

{W0849751.4}

## EXHIBIT "A"



Land Surveyors, Inc. 8000 Anderson Square Rd., Suite 101 Austin, Texas 78757 Office: 512-374-9722 Registered Firm #10015100

# Page 1 of 4

## METES AND BOUNDS DESCRIPTION

BEING 1.543 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 278.212 ACRE TRACT OF LAND CONVEYED TO 278 GEORGETOWN INC. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2014094143 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8" rebar found in the north line of said 278.212 acre tract, being the south line of a 10.550 acre tract of land conveyed to MGC Highway 29 Development, LLC by instrument of record in Document Number 2007014835 of the Official Public Records of Williamson County, Texas and also being in the north line of Lot 17, Block A. Shadow Canyon Phase 1, a proposed subdivision; [P.O.C. coordinates – Northing: 10,203,203,5581; Easting: 3,114,461.1179].

THENCE North 69°16'34" East (record: North 69°18'00") East), along the north line of the 278.212 acre tract, the south line of said 10.550 acre tract and the north line of said Block A, Shadow Canyon Phase 1, a proposed subdivision a distance of 197.69 feet (record: 197.85 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for the casternmost northeast corner of the 278.212 acre tract, being an angle point in the south line of the 10.550 acre tract and also being the northeast corner of Lot 20, Block A, Shadow Canyon Phase 1, a proposed subdivision;

THENCE South 25°58'40" East (record: South 26°01'15" East), along the east line of the 278.212 acre tract, the south line of the 10.550 acre tract and the east line of said Lot 20, Block A, Shadow Canyon Phase 1, a proposed subdivision a distance of 51.58 feet (record: 51.61 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for an angle point in the south line of the 10.550 acre tract and being the northwest corner of a 195.611 acre tract of land conveyed to H4 WR LP by instrument of record in Document Number 2014081688 of the Official Public Records of Williamson County, Texas and known therein as "Tract 2";

THENCE South 21°08'52" East (record: South 21°09'15" East), along the east line of the 278.212 acre tract, the west line of said 195.611 acre tract and the east line of Block A and Block C, Shadow Canyon Phase 1, a proposed subdivision a distance of 553.05 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for the southeast corner of Lot 5, Block C, Shadow Canyon Phase 1, a proposed subdivision; from which a 1/2" rebar found for an angle point in the east line of the 278.212 acre tract and the west line of the 195.611 acre tract bears South 21°08'52" East (record: South 21°09'15" East) a distance of 139.18 feet;

THENCE crossing through the 278.212 acre tract, along the south line of Block C, Shadow Canyon Phase 1, a proposed subdivision the following seven (7) courses:

 South 62\*37'51" West a distance of 186.55 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

Exhibit A – Page 1

## Page 2 of 4

- South 64°22'12" West a distance of 224.44 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
- South 16°34'15" East a distance of 11.54 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
- South 50°32'12" West a distance of 113.03 feet to a 1/2" rebar set with plastic cap, slamped "BASELINE, INC.";
- 5. South 30°52'51" West a distance of 143.76 fect to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
- 6. South 16°35'02" East a distance of 153.16 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
- South 59°16'58" West a distance of 86.53 feet to a calculated point for the POINT OF BEGINNING. [P.O.B. coordinates - Northing: 10,202,131.2270; Easting: 3,114,459.2540]

THENCE continue through the 278.212 acre tract, departing the south line of Block C, Shadow Canyon Phase 1, a proposed subdivision the following seventeen (17) courses:

- 1. South 30°42'43" East a distance of 74.74 feet to a calculated point;
- 2. South 26°40'45" East a distance of 94,09 feet to a calculated point;
- 3. South 10°44'32" East a distance of 494.39 feet to a calculated point;
- South 24°40'41" East a distance of 105.45 feet to a calculated point;
- 5. South 39°01'53" East a distance of 135.76 feet to a calculated point;
- 6. South 35°26'43" West a distance of 127.82 feet to a calculated point;
- 7. South 19°16'30" West a distance of 120.69 feet to a calculated point;
- 8. South 03\*08'04" West a distance of 117.90 feet to a calculated point;
- 9. South 1307'25" East a distance of 122.33 feet to a calculated point;
- 10. South 30°28'38" East a distance of 143.94 feet to a calculated point;
- 11. South 48°40'15" West a distance of 169.17 feet to a calculated point;
- 12. South 14\*10'24" East a distance of 105.16 feet to a calculated point;
- 13. South 05°28'46" East a distance of 189.41 feet to a calculated point;
- 14. South 12°34'57" West a distance of 73.74 feet to a calculated point;
- 15. South 11°27'06" East a distance of 85,79 feet to a calculated point;

Page 3 of 4

- 16. North 78°32'54" East a distance of 97.18 feet to a calculated point;
- 17. South 75°42'04" East a distance of 106.77 feet to a calculated point in the south line of the 278.212 acre tract, being the north line of a 1048.20 acre tract of land conveyed to A.C. Weir Properties LTD. by instrument of record in Doc. No. 2005090431 Official Public Records Williamson County Texas and being the approximate centerline of the San Gabriel River.

THENCE South 55°06'29" West, along the south line of the 278.212 acre tract, the north line of said 1048.20 acre tract and the approximate centerline of the San Gabriel River, a distance of 26.42 feet to a calculated point;

THENCE crossing through the 278.212 acre tract the following twenty two (22) courses:

- North 75°42'04" West a distance of 84.93 feet to a calculated point;
- 2. South 78°32'54" West a distance of 112.61 feet to a calculated point;
- North 11°27'06" West a distance of 96.34 feet to a calculated point;
- South 58°42'37" West a distance of 132.10 feet to a calculated point;
- 5. North 54°09'00" West a distance of 156.39 feet to a calculated point;
- 6. North 27°07'16" East a distance of 15,18 feet to a calculated point;
- South 54°09'00" East a distance of 148.74 feet to a calculated point;
- North 58°42'37" East a distance of 128.82 feet to a calculated point;
- 9. North 12°34'57" East a distance of 71.90 feet to a calculated point;
- 10. North 05°28'46" West a distance of [84.71 feet to a calculated point;
- 11. North 14°10'24" West a distance of 115.86 feet to a calculated point;
- 12. North 48°40'15" East a distance of 164.85 feet to a calculated point;
- 13. North 30528'38" West a distance of 130.46 feet to a calculated point;
- 14. North (3°07'25", West a distance of 128.24 feet to a calculated point;
- 15. North 03°08°04" East a distance of 123.60 feet to a calculated point;
  16. North 19°16'30" East a distance of 126.37 feet to a calculated point;
- 17. North 35°26'43" East a distance of 115.46 feet to a calculated point;
- 18. North 39°01'53" West a distance of 123.08 feet to a calculated point;
- 19. North 24°40'41" West a distance of 110.41 feet to a calculated point;

Page 4 of 4

- 20. North 10°44'32" West a distance of 494.03 feet to a calculated point;
- 21. North 26°40'45" West a distance of 90.59 feet to a calculated point;
- 22. North 30°42'43" West a distance of 74.03 feet to a calculated point in the south line of the area designated as proposed right-of-way for Barton Run Drive;

THENCE North 59°16'58" East, continuing through the 278.212 acre tract and the south line of saidproposed right-of-way line of Barton Run Drive a distance of 20.00 feet to the POINT ØF BEGINNING.

This tract contains 1.543 acres of land, more or less, out of the Isaac Donagan Survey, Abstract Number 178 in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83/96CORS.

Ronnie Wallace

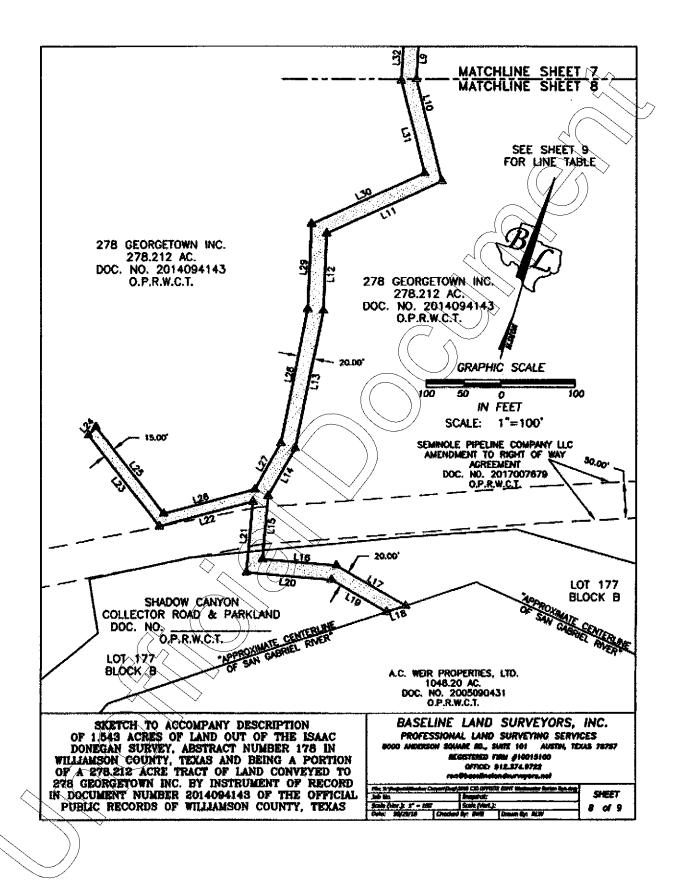
Ronnie Wallace Date Registered Professional Land Surveyor State of Texas No. 5222

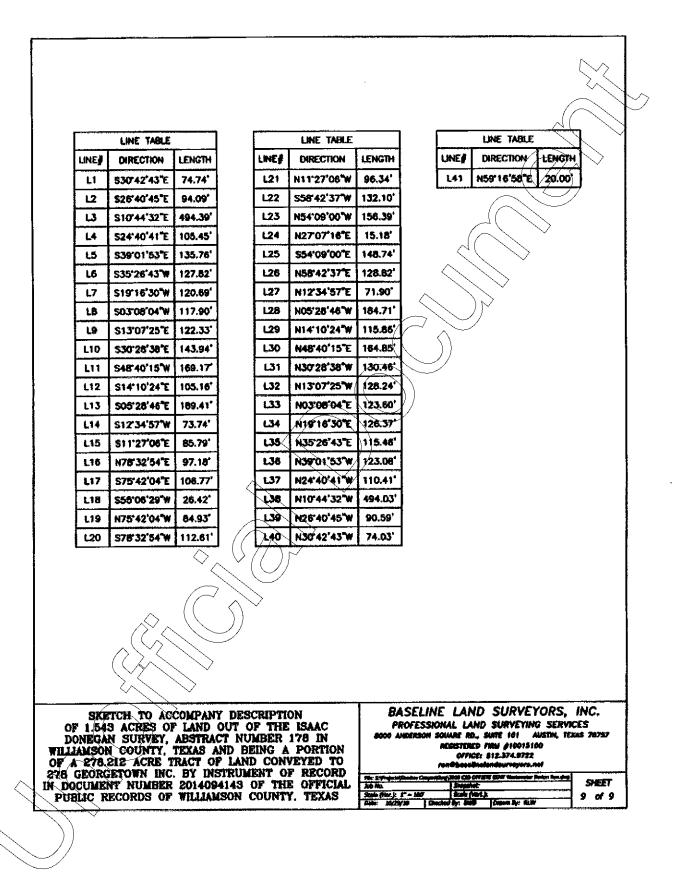
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Exhibit A – Page 4

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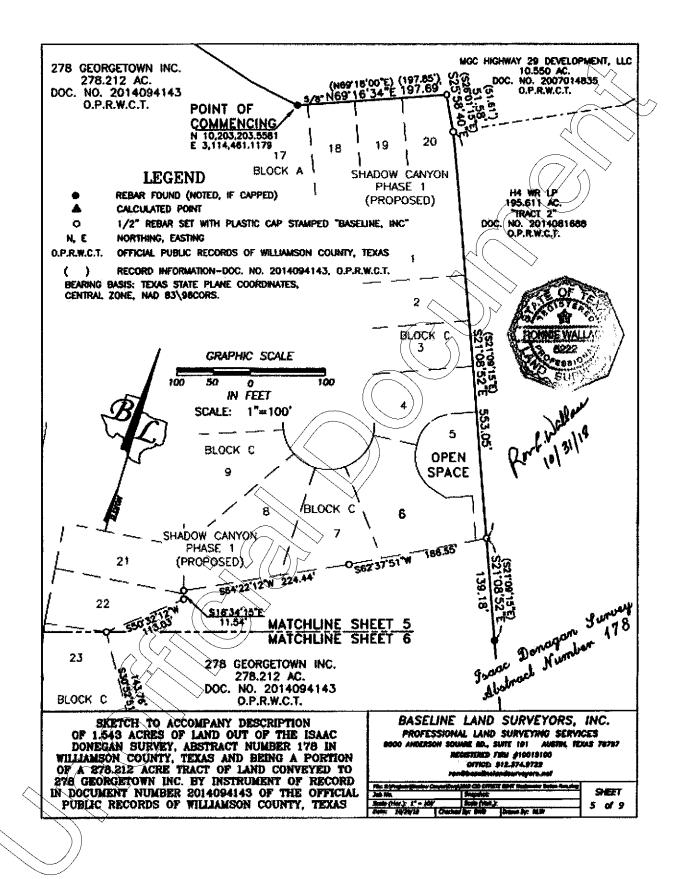


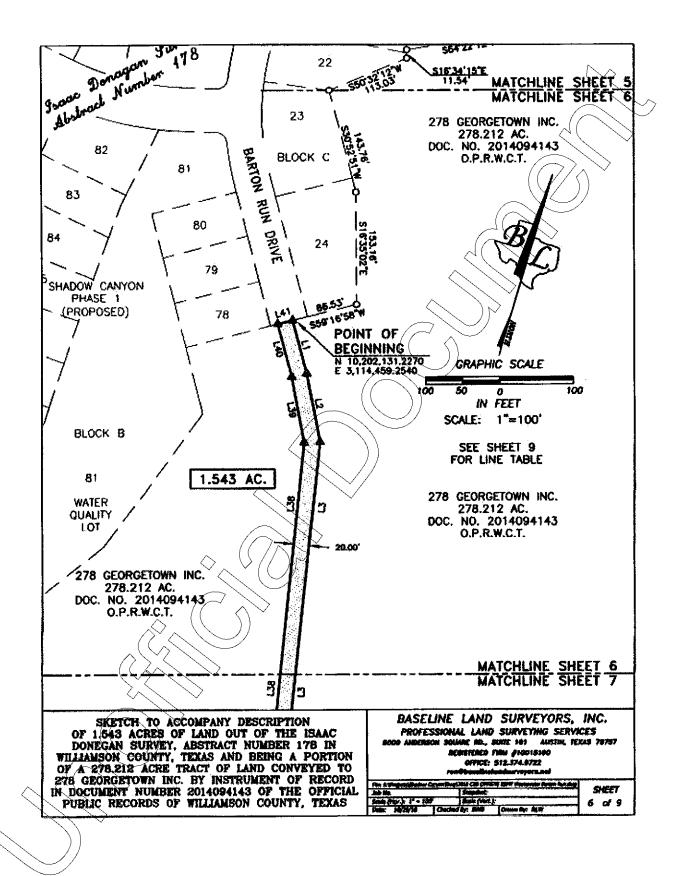


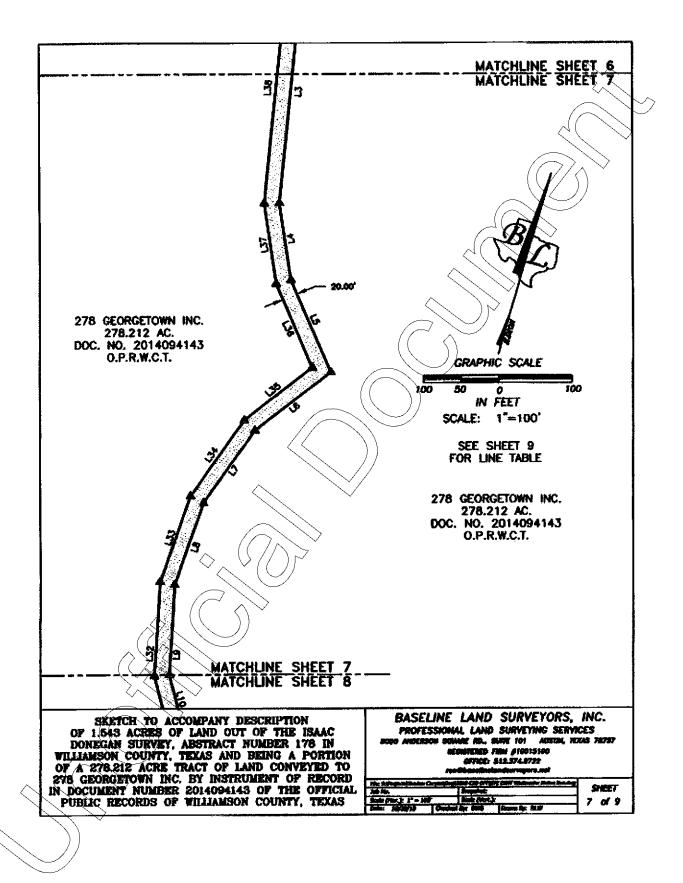
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Exhibit A – Page 9

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# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Consideration and possible action to **license** the **encroachment** of an **awning** in to the rights of way of **Main St. and 7th St.**; and to authorize the Director of Planning to execute all necessary documents -- Travis Baird, Real Estate Services Manager

## ITEM SUMMARY:

In December 2018, the City contracted to sell the building located at 101 E. 7th Street. That sale will close on or before May 17th, 2019. The building includes an awning over the rights of way of Main and 7th Streets, which must be licensed pursuant to the City's Municipal and Unified Codes. As a fixture, this awning will be sold with the building. This item would license the now privately owned awning to exist over the public right of way.

This awning currently exists as represented, and the license does not alter or change its current physical condition. Staff recommends approval of this item.

## FINANCIAL IMPACT:

N/A. The awning will become the property of the new building owner, along with all responsibilities including the costs for maintenance.

SUBMITTED BY: Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package Exhibits A and B, graphic

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE DIRECTOR OF PLANNING TO EXECUTE A REVOCABLE LICENSE AGREEMENT PERTAINING TO THE ENCROACHMENT OF AN AWNING INTO THE RIGHTS-OF-WAY ON SOUTH MAIN STREET AND EAST 7<sup>TH</sup> STREET IMMEDIATELY ADJACENT TO 101 E. 7<sup>TH</sup> STREET.

WHEREAS, the City of Georgetown (the City) owns real property which are the rights of way of South Main Street and East 7<sup>th</sup> Street; and

WHEREAS, the City has received a request to allow the encroachment of an awning, to overhang those rights-of-way, along the east side of South Main Street and north side of East 7<sup>th</sup> Street, immediately adjacent to 101 East 7th Street, utilizing an area described in <u>Exhibit "A"</u> and generally constructed as depicted in <u>Exhibit "B"</u>, attached hereto (License Area); and,

WHEREAS; the awning will be located a minimum of 8 feet above the right-of-way and the sidewalk to avoid interference to the operation or use by the public of the right of way of South Austin Avenue; and,

WHEREAS, the property owner agrees to accept the terms of the revocable license agreement and as set forth in the City Code of Ordinances Section 12.09 and to reimburse the City for costs incurred to process the request in accordance with State law requirements;

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

<u>SECTION 1</u>. 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.

<u>SECTION 2</u>. The Director of Planning is hereby authorized to execute a Revocable License Agreement in substantially the same form attached hereto as <u>Exhibit "C".</u>

<u>SECTION 3</u>. This resolution shall be effective immediately upon adoption.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF GEORGETOWN

ATTEST:

By:

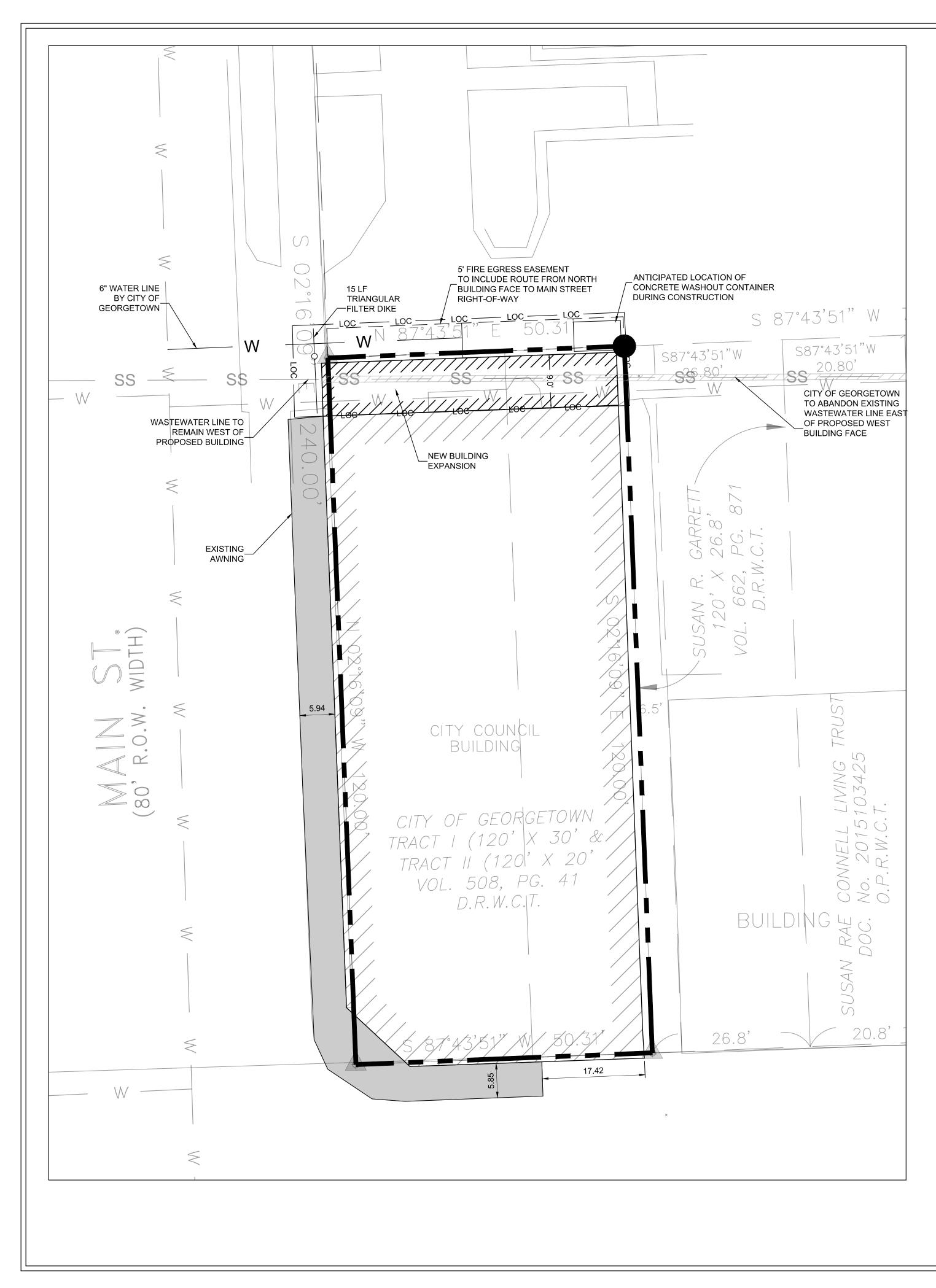
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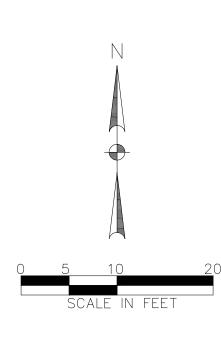
Dale Ross, Mayor

Robyn Densmore, City Secretary

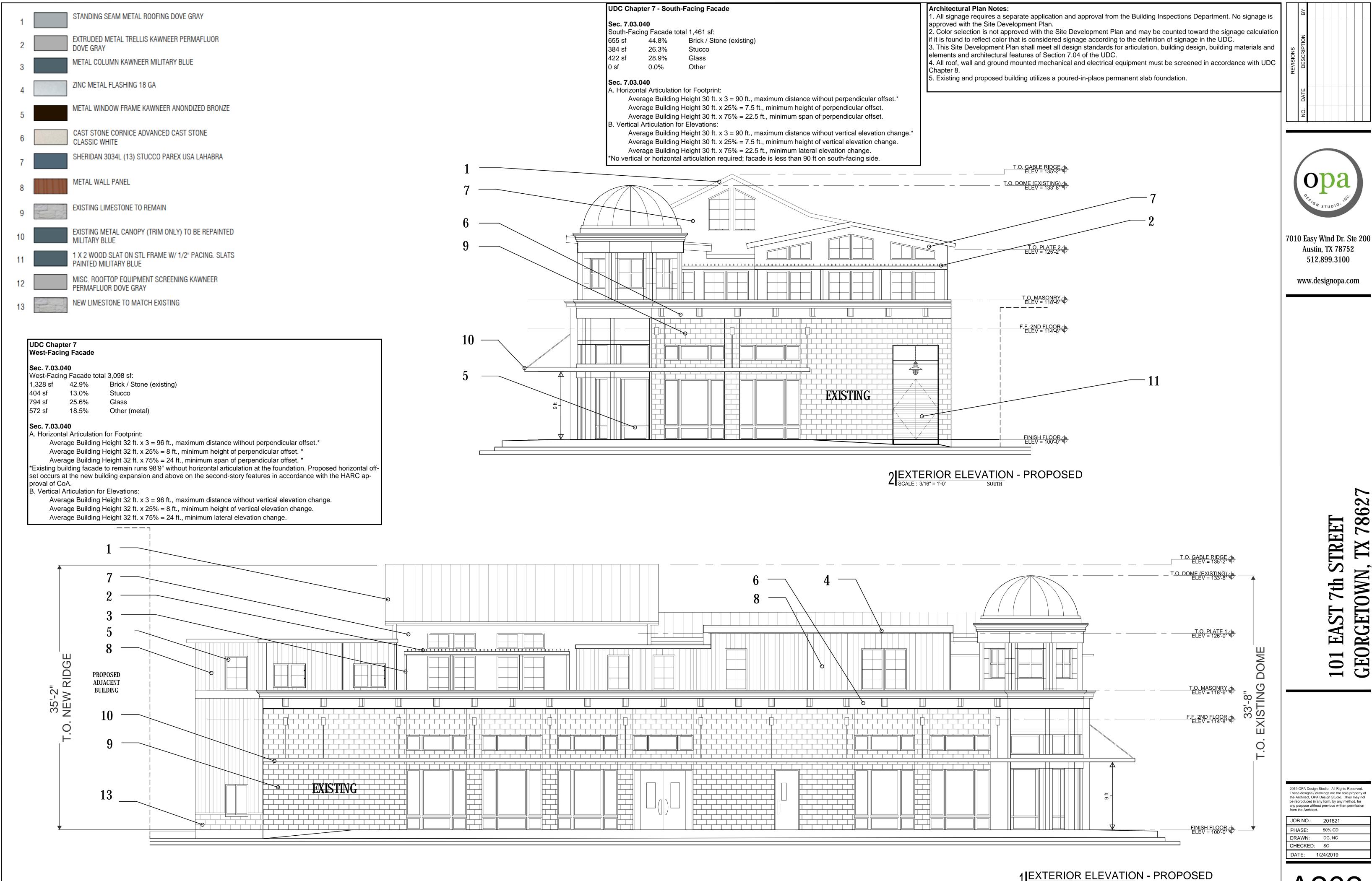
APPROVED AS TO FORM:

Charlie McNabb, City Attorney





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SITE INFORMATION						App.	
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FINISHED FLOOR ELEVATION	100.00 (EXISTING)	)				suoj	
LOC AREA (ACRES)	0.019 AC					Revisions	
LOC AREA (SQUARE FEET)	817 SF						
PARKING REQUIRED / PROVIDED						Date	
DOWNTOWN OFF-SITE PARKING	- PROVIDED IN DOW	VNTOWN C	VERLAY				
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IMPERVIOUS COVER CALCULATIO	<u>NS</u>					ပု	ε
TOTAL AREA IN ACRES (EXISTING)	)		0.139 AC	;		e ), L	orgetown, TX 78633 -779-7414 (p) h.baran@jabeng.com
TOTAL AREA IN SQUARE FEET (EX	ISTING)		6,037 SF			B Engineering, 14076) 0 Williams Drive suite 212-121	X 78 ) oenç
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TOTAL IMPERVIOUS PERCENT (PR	OPOSED)		97.4%			6	
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<ul> <li>METAL HALIDE MAY BE USED. SHALL BE SUFFICIENTLY LIGH PROPERTY AND PERSONS.</li> <li>2. ALL ROOF, WALL AND GROUN MUST BE SCREENED IN ACCO ROOF AND WALL MOUNTED M INCLUDING DUCT WORK AND SHOWN ON THE SITE PLAN AN OF MECHANICAL EQUIPMENT EQUIPMENT BLENDING IN WIT APPEARING SEPARATE FROM FROM VIEW OF ANY RIGHT-OF</li> <li>3. DUMPSTER ENCLOSURE IS N</li> <li>4. ROOF LIGHTING MAY NOT INC ALONG THE HIGHEST PEAK O QUALIFIES AS SIGNAGE PER</li> <li>5. WATER QUALITY CONTROLS A GEORGETOWN REGIONAL SY</li> <li>6. A BENCHMARK ELEVATION IS FLOOR OF THE EXISTING BUIL</li> </ul>	ITED TO ENSURE S ID MOUNTED MEC ORDANCE WITH SE IECHANICAL EQUII LARGE VENTS IS F ND SCREENING IDI SHALL RESULT IN TH THE PRIMARY B THE BUILDING AN F-WAY OR ADJOIN OT PROPOSED FO CLUDE NAKED BUL F THE ROOFLINE. THE UDC IS PROHI ARE ADDRESSED STEM IN SAN GAB ASSUMED AT 100.	SECURITY HANICAL E CTION 8 O PMENT OF PROPOSEI ENTIFIED. THE MEC BUILDING A ND SHALL I ING PROPE BS OR TUE BS OR TUE BS OR TUE BITED. THROUGH RIEL PARK .00 AT THE	OF EQUIPMEN F THE UDO ANY TYPE D IT SHALL SCREEN HANICAL ND NOT BE SCREEN ERTIES. VELOPMEN BING OR R HTING THA THE CITY	T C. IF E .BE NG NED NT. UN		BUILDING EXPANSION FOR	101 E. 7TH STREET GEORGETOWN, TEXAS 78626
SITE LEGEND: PROPERTY LINE LOT LINE LIMITS OF CONSTRUCTION EASEMENT LINE BUILDING LINE PROPOSED CURB PROPOSED CONCRETE	_					SITE PLAN	
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			7	<b>Texas</b>	811	Sheet <u>2</u> SDP-2019	OF <u>5</u>



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SCALE : 3/16" = 1'-0"

WEST

## Exhibit "C"

\*

## **REVOCABLE LICENSE AGREEMENT**

## THE STATE OF TEXAS

## KNOW ALL MEN BY THESE PRESENTS:

## COUNTY OF WILLIAMSON

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and <u>Main and 7th, LLC</u>, a limited liability company, whose address is 244 Gabriel Woods Drive, Georgetown, TX, 78633 (hereinafter referred to as "LICENSEE"), owner of that 0.139 acre tract being Westerly Portions of Lots 2 and 3, Block 7, Original Georgetown Townsite, and being the same property as recorded in Document No. \_\_\_\_\_\_\_\_\_ of the Official Public Records of Williamson County, Texas, and located at 101 E. 7<sup>th</sup> Street, Georgetown, TX 78626 ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit an awning to encroach <u>approximately 6 feet, more or less</u>, into the rights of way of South Main Street and East 7<sup>th</sup> Street, as shown on Exhibit "A", (hereinafter referred to as Licensed Area) and generally constructed as shown on Exhibit "B", attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of Georgetown, Williamson County, Texas, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the abovedescribed property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's right of way.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically shall abide by Chapter 12.09 of the Code of Ordinances.

- A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.
- B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.
- C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.
- D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the City, and should the Licensee, assigns,

successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

- E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.
- F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.
- H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's rightof-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:
  - 1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and
  - 2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of

Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

- 1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-ofway by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
- 2. The proposed construction within a public street, roadway, sidewalk or easement or the City's right-of-way shall be in accordance with the City's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.
- M. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the City's right-of-way:
  - 1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;
  - 2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the City's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;
  - 3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.
- N. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the Director. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the Director, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.
- O. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by the City.

The license shall be filed of record in the Official Records of Williamson County, Texas.

SIGNED and Agreed to on this	dav of	20
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LICENSOR:
City of Georgetown

LICENSEE:

Main and 7th, LLC

By:

Sofia Nelson, Director, Planning Department

By:			
Name:			
Title:			

APPROVED AS TO FORM:

\_\_\_\_, Assistant City Attorney

## STATE OF TEXAS

## COUNTY OF WILLIAMSON

## ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by <u>Sofia Nelson</u> in her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

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Notary Public, State of Texas

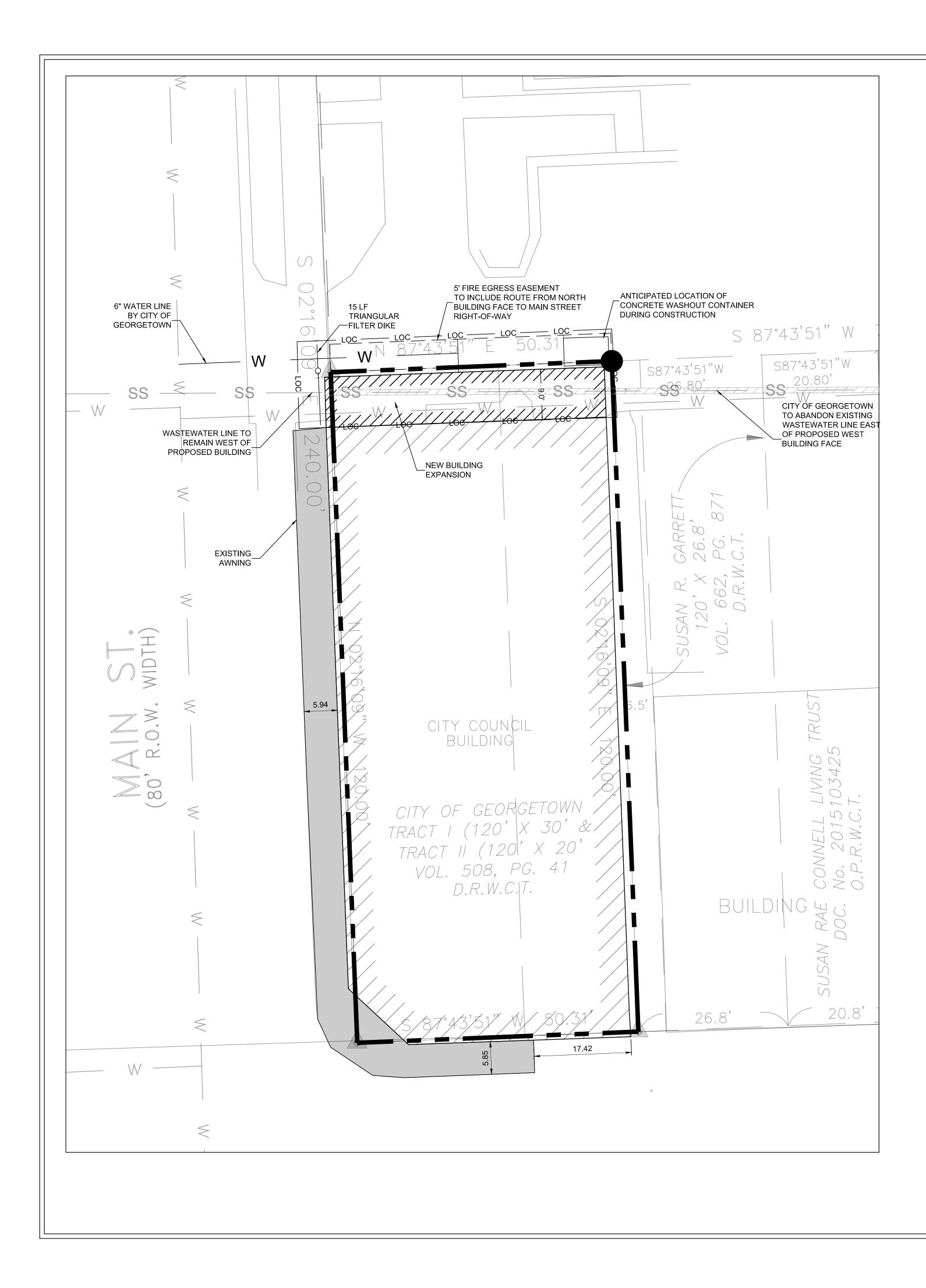
# STATE OF TEXAS ) ACKNOWLEDGMENT COUNTY OF WILLIAMSON

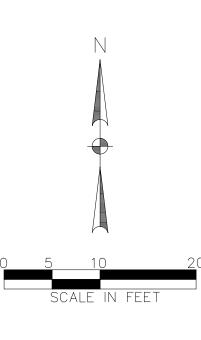
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ in his/her official capacity as \_\_\_\_\_\_ of Main and 7<sup>th</sup>, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

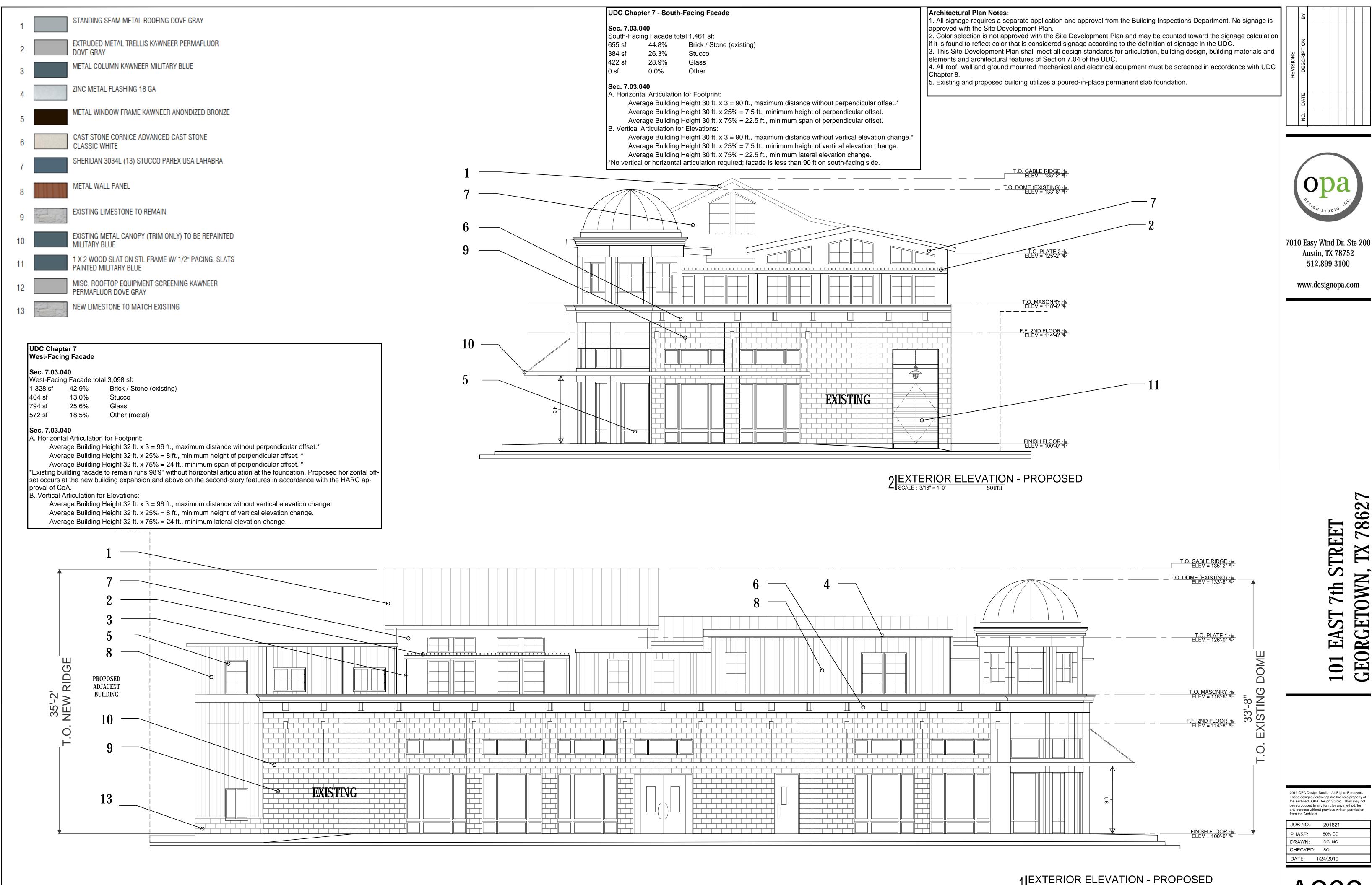
## [Exhibits "A" & "B" to Revocable License]

Exhibits "A" & "B" to the Revocable License are heretofore attached as Exhibits "A" & "B" to the foregoing Resolution and will be attached accordingly to the original Revocable License prior to execution and recording.





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SITE INFORMATION					App.	
ZONING	MU-DT (MIXED-US					
			·			
PROPOSED USE	GENERAL RESTA REMODEL / ADDIT STRUCTURE			,		
BUILDING (SQUARE FEET)	5,344 SF (EXISTIN 5,784 SF (PROPO	,				
FINISHED FLOOR ELEVATION	100.00 (EXISTING)	)			ous	
LOC AREA (ACRES)	0.019 AC				Revisions	
LOC AREA (SQUARE FEET)	817 SF					
PARKING REQUIRED / PROVIDED					Date	
DOWNTOWN OFF-SITE PARKING		/NTOWN C	VERLAY			
					o Z	
IMPERVIOUS COVER CALCULATIO	<u>NS</u>				ပု	ε
TOTAL AREA IN ACRES (EXISTING)	)		0.139 AC		e l'	orgetown, TX 78633 -779-7414 (p) h.baran@jabeng.com
TOTAL AREA IN SQUARE FEET (EX	ISTING)		6,037 SF		ring Driv	X 78 ) oen <u>(</u>
TOTAL IMPERVIOUS AREA (EXISTI	NG)		5,878 SF		neel ms [	n, T, 14 (F @jat
TOTAL IMPERVIOUS PERCENT (EX			97.4%		JAB Engineering, (F-14076) 4500 Williams Drive Suite 212-121	orgetown, :-779-7414 h.baran@j
· ·	,		5,878 SF		3 EI 1407 0 V	-779 -779 -779
TOTAL IMPERVIOUS AREA (PROPC			·		JAI (F-1 (F-1 S	Gec 512 josł
TOTAL IMPERVIOUS PERCENT (PR	OPOSED)		97.4%			
NOTES:						
1. ALL LIGHTING FIXTURES SHAI CONCEAL, FULLY SHIELD WIT SOURCE FROM VISIBILITY FRO CONE OF LIGHT SHALL NOT C THE ILLUMINATION SHALL NO OF THREE FEET AT THE PROF FLORESCENT, COLOR CORRE METAL HALIDE MAY BE USED.	HIN OPAQUE HOU OM ANY STREET R ROSS ANY ADJAC T EXCEED 2 FOOT PERTY LINE. ONLY CTED HIGH-PRES	SING THE AIGHT-OF-V ENT PROF CANDLES CANDE SURE SOD	LIGHT VAY. THE PERTY LINE AT A HEIG SCENT, DIUM OR	ЭНТ		
<ul> <li>METAL HALIDE MAY BE USED. SHALL BE SUFFICIENTLY LIGH PROPERTY AND PERSONS.</li> <li>2. ALL ROOF, WALL AND GROUN MUST BE SCREENED IN ACCO ROOF AND WALL MOUNTED N INCLUDING DUCT WORK AND SHOWN ON THE SITE PLAN AN OF MECHANICAL EQUIPMENT EQUIPMENT BLENDING IN WIT APPEARING SEPARATE FROM FROM VIEW OF ANY RIGHT-OF</li> <li>3. DUMPSTER ENCLOSURE IS NO 4. ROOF LIGHTING MAY NOT INC ALONG THE HIGHEST PEAK O QUALIFIES AS SIGNAGE PER <sup>-</sup></li> <li>5. WATER QUALITY CONTROLS A GEORGETOWN REGIONAL SY</li> <li>6. A BENCHMARK ELEVATION IS FLOOR OF THE EXISTING BUIL</li> </ul>	ITED TO ENSURE S ID MOUNTED MEC ORDANCE WITH SE IECHANICAL EQUII LARGE VENTS IS F ND SCREENING IDI SHALL RESULT IN TH THE PRIMARY B THE BUILDING AN THE UDC IS PROHI ARE ADDRESSED STEM IN SAN GAB ASSUMED AT 100.	SECURITY HANICAL E CTION 8 O PMENT OF PROPOSEI ENTIFIED. THE MEC GUILDING A ND SHALL I ING PROPE R THIS DE BS OR TUE ROOF LIG BITED. THROUGH RIEL PARK .00 AT THE	OF EQUIPMEN F THE UDO ANY TYPE D IT SHALL SCREENIN HANICAL ND NOT BE SCREEN ERTIES. VELOPMEN BING OR RU HTING THA	T C. IF BE NG NED NT. UN	BUILDING EXPANSION FOR	101 E. 7TH STREET GEORGETOWN, TEXAS 78626
SITE LEGEND: PROPERTY LINE LOT LINE LIMITS OF CONSTRUCTION EASEMENT LINE BUILDING LINE PROPOSED CURB PROPOSED CONCRETE	_				SITE PLAN	
Area         DA (ac.)         TC (min.)         CN         C           E-1         0.139         10         98         0           PROPOSED CONDIT           Area         DA (ac.)         TC (min.)         CN         0	0.7 0.9 ND VERSION 10.00 ST-DEVELOPMENT EAK FLOW FOR AN I IS PROPOSED.	Q(25-yr) 1.1 USED TO A PEAK FLC IY STORM	OW RATES. EVENT;		,	B
			7	<b>Lexas</b>	Sheet <u>2</u> SDP-2019	



ame: 201821\_A201.dwg ath: Z:\OPA ARCHITECTURE\ 1: January 22, 2019 - 10:15ar -ile Nam -ile Path Plotted:



 $\sim$ 

7862'

XT

GEORGETOWN

STREET

7th

EAST

101

SCALE : 3/16" = 1'-0"

WEST

## City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Consideration and possible action to **license** the **encroachment** of **Silva Cells**, **trees**, **landscaping**, and **irrigation** into the rights of way of **Rock St**. and **2nd St**.; and to authorize the Director of Planning to execute all necessary documents - Travis Baird, Real Estate Services Manager

#### ITEM SUMMARY:

The City has received a request from Georgetown Palace Theatre, Inc., developer of the future Doug Smith Performance Center at 206 W. 2nd Street, to allow the installation of landscaping, trees and irrigation in the rights of way of W. 2nd and S. Rock Streets. The trees would require the installation of Silva Cells, devices which protect sidewalks, utilities lines, and roadways from negative impacts of tree roots.

These improvements would provide aesthetic benefit to the intersection and surrounding space, and are beyond what is required by the Downtown Master Plan.

Staff recommends approval of this item.

FINANCIAL IMPACT: N/A. All costs associated with construction and maintenance are to be borne by the developer.

SUBMITTED BY: Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package - Doug Smith Exhibit A graphic Exhibit B graphic

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE DIRECTOR OF PLANNING TO EXECUTE A REVOCABLE LICENSE AGREEMENT PERTAINING TO THE ENCROACHMENT OF SILVA CELLS, TREES, LANDSCAPING AND IRRIGATION INTO THE RIGHTS OF WAY OF W. 2<sup>ND</sup> AND S. ROCK STREETS, ADJACENT TO 206 W. 2<sup>ND</sup> STREET.

WHEREAS, the City of Georgetown (the City) owns real property which are the rights of way of W. 2<sup>nd</sup> and S. Rock Streets; and

WHEREAS, the City has received a request to allow encroachments into said rights of way for the installation of landscaping, trees, Silva Cells, and irrigation (together, the "Improvements"), on the south side of W. 2<sup>nd</sup> Street ,and east side of S. Rock Street, utilizing an area depicted in **Exhibit "A"**, attached hereto (License Area); and,

WHEREAS; the Improvements will be generally constructed to the size and specifications as depicted in the attached **Exhibits "B"** and,

WHEREAS, the property owner agrees to accept the terms of the revocable license agreement and as set forth in the City Code of Ordinances Section 12.09 and to reimburse the City for costs incurred to process the request in accordance with State law requirements;

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

<u>SECTION 1</u>. 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.

<u>SECTION 2</u>. The Director of Planning is hereby authorized to execute a Revocable License Agreement in substantially the same form attached hereto as <u>Exhibit "C".</u>

<u>SECTION 3</u>. This resolution shall be effective immediately upon adoption.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Resolution No.

Description: License to Encroach, Doug Smith Performance Center, CoG Map Quad M-54 Date Approved:\_\_\_\_\_\_\_Page 121 of 851 Page 1 of 2

## CITY OF GEORGETOWN

ATTEST:

By: \_\_\_\_\_

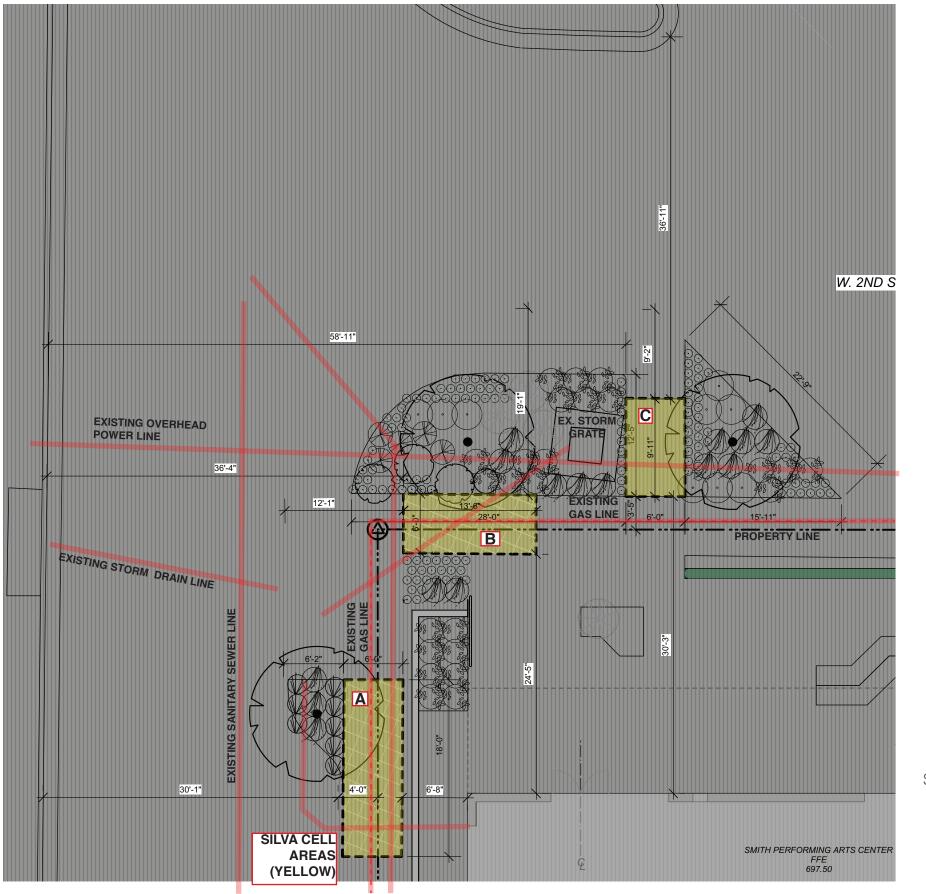
Dale Ross, Mayor

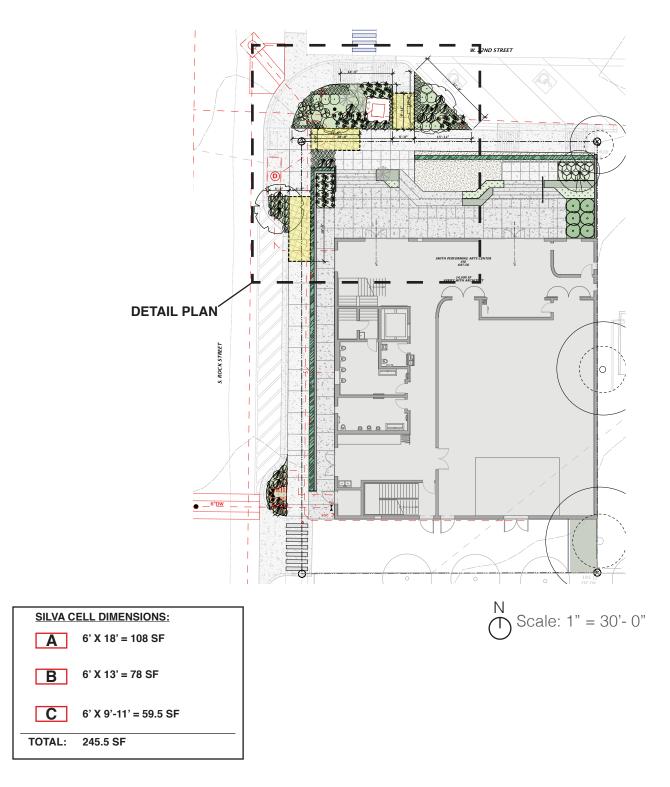
APPROVED AS TO FORM:

Robyn Densmore, City Secretary

Charlie McNabb, City Attorney

Exhibit "A"





Scale: 1" =10'- 0"

Areas in yellow demonstrate the extents of Silva Cell system below the concrete sidewalk paving. The Silva Cell system will be partially in the public R.O.W. and on the private property.

1 street tree is required as per the UDC; 2 trees are required for mitigation (3x trees total).

# LANDSCAPE PLAN

DOUG SMITH PERFORMANCE CENTER

206 West 2nd Street - Georgetown, TX 78626 License to Encroach - City of Georgetown 21 February 2019 - Updated Pag

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## EXHIBIT 3



US-17-11278 Doug Smith Performance Center

Georgetown, TX 1/22/2019 NOTE: Materials estimated from a scaled PDF

PRELIMINARY SILVA CEL

Silva Cell

Area

А

В

SILVA CELI

FOOTPRIN

AREA (ft ² )

107

69

(30.9"- 784MM) SILVA CELL SYSTEM: PRELIMINARY CALCULATIONS									10	TT T			
ELL ELL INT	Silva Cell 2 (SC 2) Stacks	2x SC 2 Deck Units	2x SC 2 Base Units	2x SC 2 Post Units	Volume of Silva Cell system (ft <sup>3</sup> )	Soil volume in tree openings (ft <sup>3</sup> )	Total soil volume (ft <sup>3</sup> )	# Trees	Soil volume per tree (ft <sup>3</sup> )	Total water storage potential (20%) (ft <sup>3</sup> )			58'-11"
	<u>11</u> 7	11 7	11 7	66 42	294 197	1,011 90	1,305 287	2	652 287	261.0 57.5			
	18	18	18	108	492	30	1,592	3	287	318.5		l	
					the accura Layouts us Silva Cells (25mm-15	2 layouts ar acy of the p se 6" spacir can vary b 50mm). Fie	re prelimina provided bas ng by defaul etween 1"-6 Id adjustmer responsible	e informat t. Spacing 5" nt may be	tion. between required.	of	30'-1"	36'-4" EXISTING SANITARY SEWER LINE	

(25mm-150mm). Field adjustment may be required. Client/Contractor is responsible for verifying location of structures and utilities that may be in conflict with this proposed Silva Cell 2 layout. When determining size of excavation, allow space for

Cells, spacing between frames, and backfill.

Prepared By:

육 deeproot

DeepRoot Green Infrastructure, LLC<sub>™</sub> 101 Montgomery Street, Suite 2850 San Francisco, CA 94104 info@deeproot.com Tel: 800 458 7668 or 415 781 9700 www.deeproot.com Fax: 800 277 7668 or 415 781 0191

SILVA CELL TECHNICAL DRAWINGS

DOUG SMITH PERFORMANCE CENTER

206 West 2nd Street - Georgetown, TX 78626 License to Encroach - City of Georgetown 21 February 2019 - Updated Page 124 of 851

A

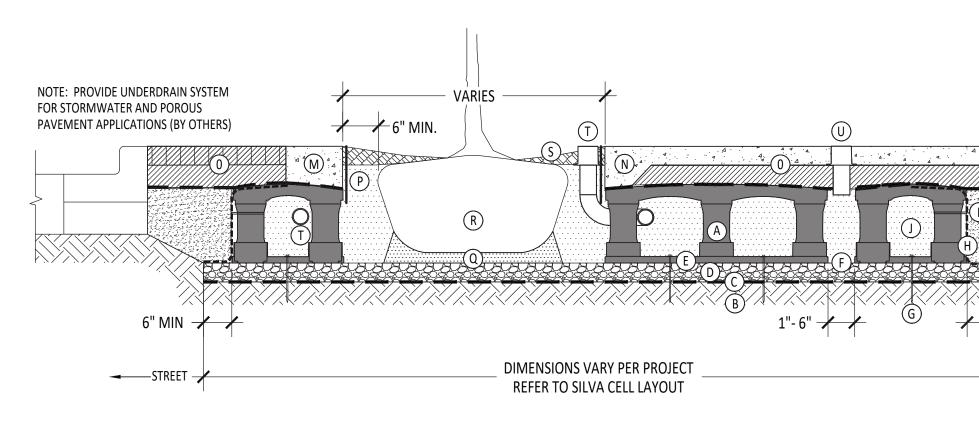
EX. STORM GRATE



## 18 2x Silva Cell Units

Silva Cell Layout January 22, 2019

Scale: NTS



## SILVA CELL SYSTEM 1X

NOT TO SCALE

KEY PLAN

- (A) SILVA CELL SYSTEM (DECK, BASE, AND POSTS)
- (B) SUBGRADE, COMPACTED TO 95% PROCTOR
- (C) GEOTEXTILE FABRIC, PLACED ABOVE SUBGRADE
- (D) 4" MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
- (E) SILVA CELL BASE SLOPE, 10% MAX
- (F) 1" TO 6" SPACING BETWEEN SILVA CELLS AT BASE
- (G) ANCHORING SPIKES CONTACT DEEPROOT FOR ALTERNATIVE
- (H) GEOGRID, WRAPPED AROUND PERIMETER OF SYSTEM, WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK)
- () CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER LEG FLARE, AS NEEDED

- (J) PLANTING SOIL, PER PROJECT SPECIFICATIONS, PLACED IN LIFTS AND WALK-IN COMPACTED TO 75-85% PROCTOR
- (K) COMPACTED BACKFILL, PER PROJECT SPECIFICATIONS
- (L) GEOTEXTILE FABRIC TO EDGE OF EXCAVATION
- (M) RIBBON CURB AT TREE OPENING (TO BE USED WITH PAVERS OR ASPHALT)
- (N) THICKENED EDGE AT TREE OPENING (TO BE USED WITH CONCRETE)
- (0) PAVEMENT AND AGGREGATE BASE PER PROJECT \*

	*MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING
	PAVEMENT + AGGREGATE BASE COURSE
	4" CONCRETE + 4" AGGREGATE
	3" PAVER + 12" AGGREGATE
	4" ASPHALT + 12" AGGREGATE
	2.6" PAVER + 5" CONCRETE
l	

- RESTRAINT
- (R) ROOT BALL
- (S) TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- (T) DEEPROOT WATER AND AIR VENT-ROOTBALL
- U DEEPROOT WATER AND AIR VENT

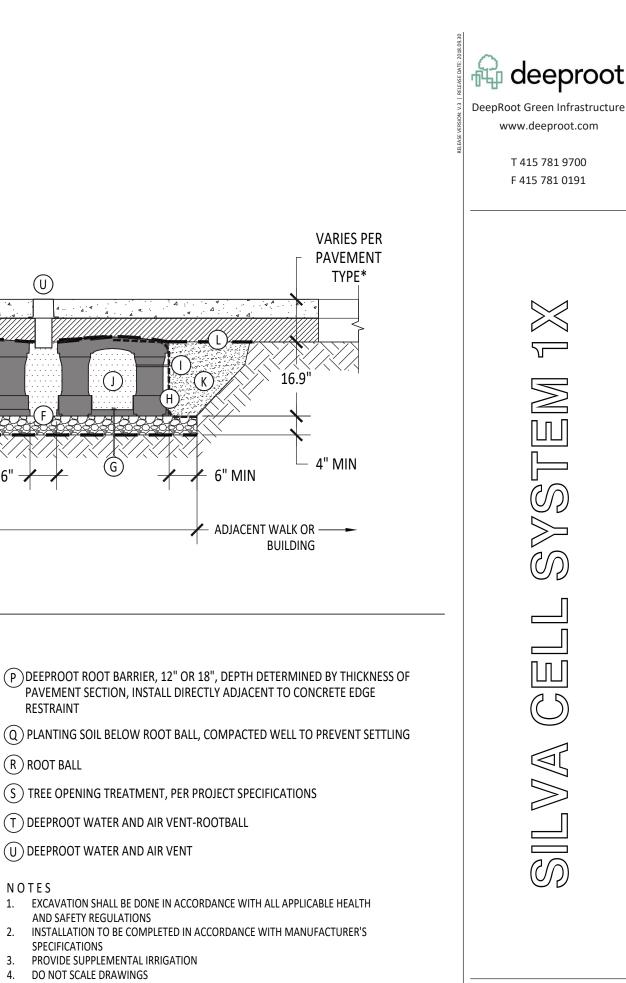
## NOTES

- 1. AND SAFETY REGULATIONS
- 2. SPECIFICATIONS
- PROVIDE SUPPLEMENTAL IRRIGATION 3
- 4. DO NOT SCALE DRAWINGS

## SILVA CELL TECHNICAL DRAWINGS

DOUG SMITH PERFORMANCE CENTER

206 West 2nd Street - Georgetown, TX 78626 License to Encroach - City of Georgetown 21 February 2019 - Updated



IMPERIAL NOT TO SCALE



## Exhibit "C"

## **REVOCABLE LICENSE AGREEMENT**

## THE STATE OF TEXAS

## \* KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and <u>Georgetown Palace Theatre, Inc.</u> a Texas Corporation, whose address is P.O. Box 276 Weir, Texas 78674 (hereinafter referred to as "LICENSEE"), owner of Lot 2, Block A, Third and Rock Court Subdivision as recorded in Document No. 2016100276 of the Official Deed Records of Williamson County, Texas, and located at 206 W. 2<sup>nd</sup> Street, Georgetown, TX78626 ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit silva cells, trees, and associate landscaping and irrigation to encroach into the rights of way of West 2<sup>nd</sup> and South Rock Streets, as shown on Exhibit "A",(hereinafter referred to as Licensed Area) and generally constructed as shown on Exhibit "B", attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the abovedescribed property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's right of way.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically shall abide by Chapter 12.09 of the Code of Ordinances.

- A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.
- B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.
- C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.
- D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination

then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

- E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.
- F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.
- H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's rightof-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:
  - 1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and
  - 2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of

Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

- 1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-ofway by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
- 2. The proposed construction within a public street, roadway, sidewalk or easement or the City's right-of-way shall be in accordance with the City's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.
- M. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the City's right-of-way:
  - 1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;
  - 2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the City's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;
  - 3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.
- N. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the Director. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the Director, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.
- O. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by the City.

The license shall be filed of record in the Official Records of Williamson County, Texas.

SIGNED and Agreed to on this	dav of	20
	uuy u	, 20

LICENSOR:	
City of Georgetown	

LICENSEE:

Georgetown Palace Theatre, Inc.

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

By:

Sofia Nelson, Director, Planning Department

APPROVED AS TO FORM:

\_\_\_\_\_, Assistant City Attorney

## STATE OF TEXAS

## COUNTY OF WILLIAMSON

## ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by <u>Sofia Nelson</u> in her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

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Notary Public, State of Texas

# STATE OF TEXAS ) ACKNOWLEDGMENT COUNTY OF WILLIAMSON This instrument was acknowledged before me on the day of 20

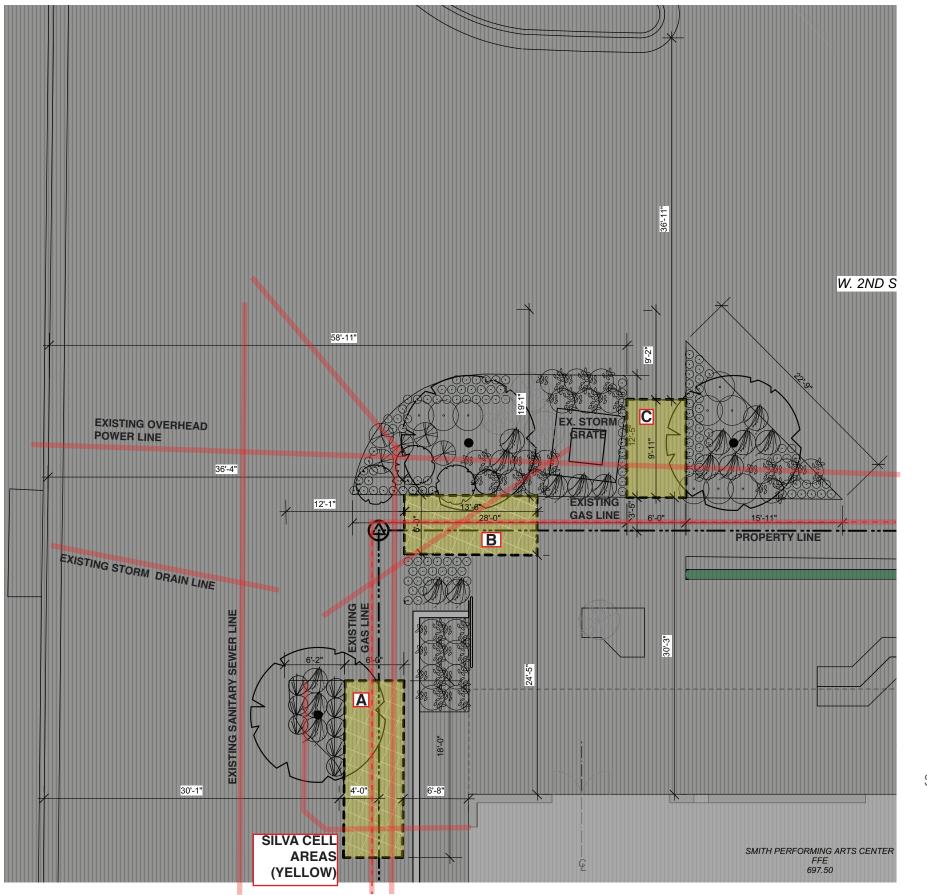
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_ in his/her official capacity as \_\_\_\_\_\_ of Georgetown Palace Theatre, Inc., a Texas corporation, on behalf of said corporation.

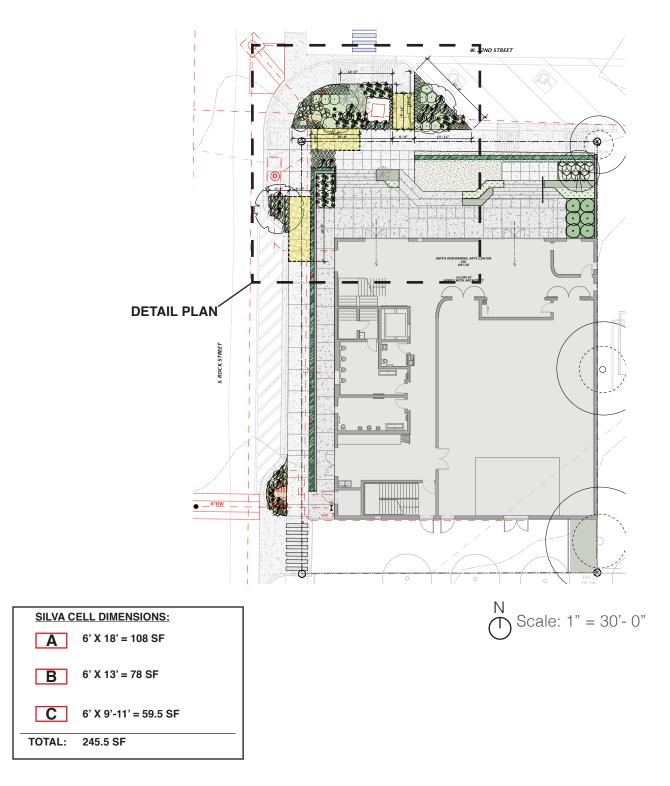
Notary Public, State of Texas

## [Exhibits "A" &"B" to Revocable License]

Exhibits "A" & "B" to the Revocable License are heretofore attached as Exhibits "A" & "B" to the foregoing Resolution and will be attached accordingly to the original Revocable License prior to execution and recording.

Exhibit "A"





Scale: 1" =10'- 0"

Areas in yellow demonstrate the extents of Silva Cell system below the concrete sidewalk paving. The Silva Cell system will be partially in the public R.O.W. and on the private property.

1 street tree is required as per the UDC; 2 trees are required for mitigation (3x trees total).

# LANDSCAPE PLAN

DOUG SMITH PERFORMANCE CENTER

206 West 2nd Street - Georgetown, TX 78626 License to Encroach - City of Georgetown 21 February 2019 - Updated Pag

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## EXHIBIT 3



US-17-11278 Doug Smith Performance Center

Georgetown, TX 1/22/2019 NOTE: Materials estimated from a scaled PDF

2x (30.9"- 784MM) SILVA CELL SYSTEM: PRELIMINARY CALCULATIONS

ARY SILVA CELL

SILVA CELL

FOOTPRINT

AREA

(ft ² )

107

69

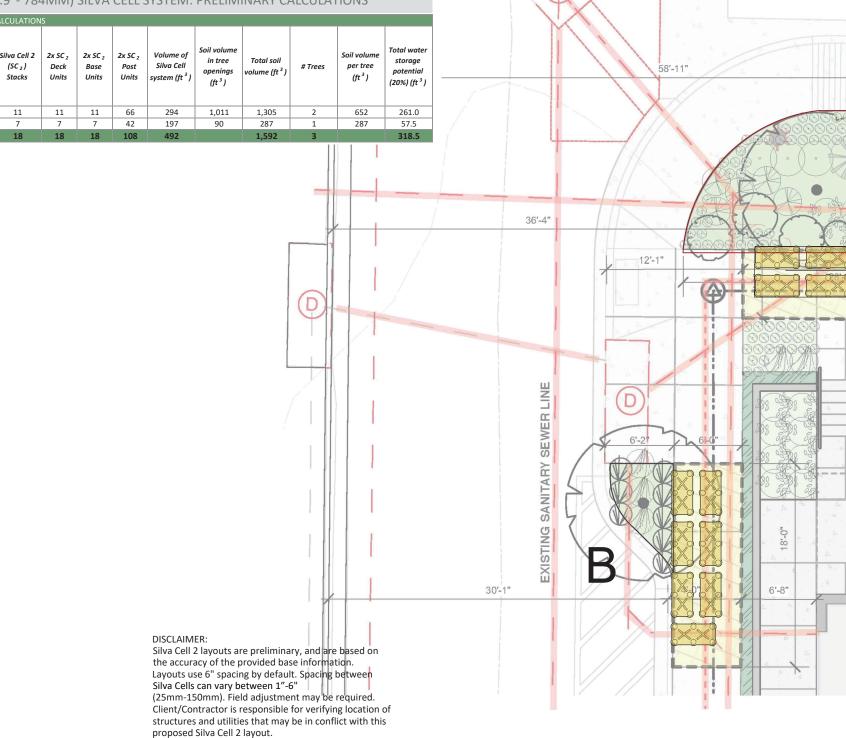
11

Silva Cell

Area

Α

B



When determining size of excavation, allow space for Cells, spacing between frames, and backfill.

Prepared By:

육 deeproot

 $\mathsf{DeepRoot}\ \mathsf{Green}\ \mathsf{Infrastructure,}\ \mathsf{LLC}_{{}^{\scriptscriptstyle \mathrm{M}}}$ 101 Montgomery Street, Suite 2850 San Francisco, CA 94104 info@deeproot.com Tel: 800 458 7668 or 415 781 9700 www.deeproot.com Fax: 800 277 7668 or 415 781 0191

## SILVA CELL TECHNICAL DRAWINGS

DOUG SMITH PERFORMANCE CENTER

206 West 2nd Street - Georgetown, TX 78626 License to Encroach - City of Georgetown 21 February 2019 - Updated

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А

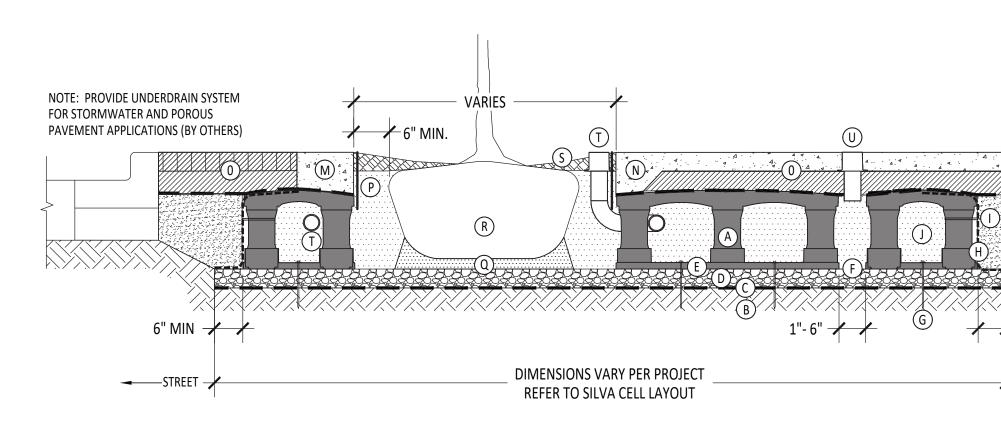
EX. STORM GRATE



## 18 2x Silva Cell Units

Silva Cell Layout January 22, 2019

Scale: NTS



## SILVA CELL SYSTEM 1X

NOT TO SCALE

KEY PLAN

- (A) SILVA CELL SYSTEM (DECK, BASE, AND POSTS)
- (B) SUBGRADE, COMPACTED TO 95% PROCTOR
- (C) GEOTEXTILE FABRIC, PLACED ABOVE SUBGRADE
- (D) 4" MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
- (E) SILVA CELL BASE SLOPE, 10% MAX
- (F) 1" TO 6" SPACING BETWEEN SILVA CELLS AT BASE
- (G) ANCHORING SPIKES CONTACT DEEPROOT FOR ALTERNATIVE
- (H) GEOGRID, WRAPPED AROUND PERIMETER OF SYSTEM, WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK)
- () CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER LEG FLARE, AS NEEDED

- (J) PLANTING SOIL, PER PROJECT SPECIFICATIONS, PLACED IN LIFTS AND WALK-IN COMPACTED TO 75-85% PROCTOR
- (K) COMPACTED BACKFILL, PER PROJECT SPECIFICATIONS
- (L) GEOTEXTILE FABRIC TO EDGE OF EXCAVATION
- (M) RIBBON CURB AT TREE OPENING (TO BE USED WITH PAVERS OR ASPHALT)
- (N) THICKENED EDGE AT TREE OPENING (TO BE USED WITH CONCRETE)
- (0) PAVEMENT AND AGGREGATE BASE PER PROJECT \*

	*MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING
	PAVEMENT + AGGREGATE BASE COURSE
l	4" CONCRETE + 4" AGGREGATE
l	3" PAVER + 12" AGGREGATE
l	4" ASPHALT + 12" AGGREGATE
l	2.6" PAVER + 5" CONCRETE
L	

- RESTRAINT
- (R) ROOT BALL
- (S) TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- (T) DEEPROOT WATER AND AIR VENT-ROOTBALL
- U DEEPROOT WATER AND AIR VENT

## NOTES

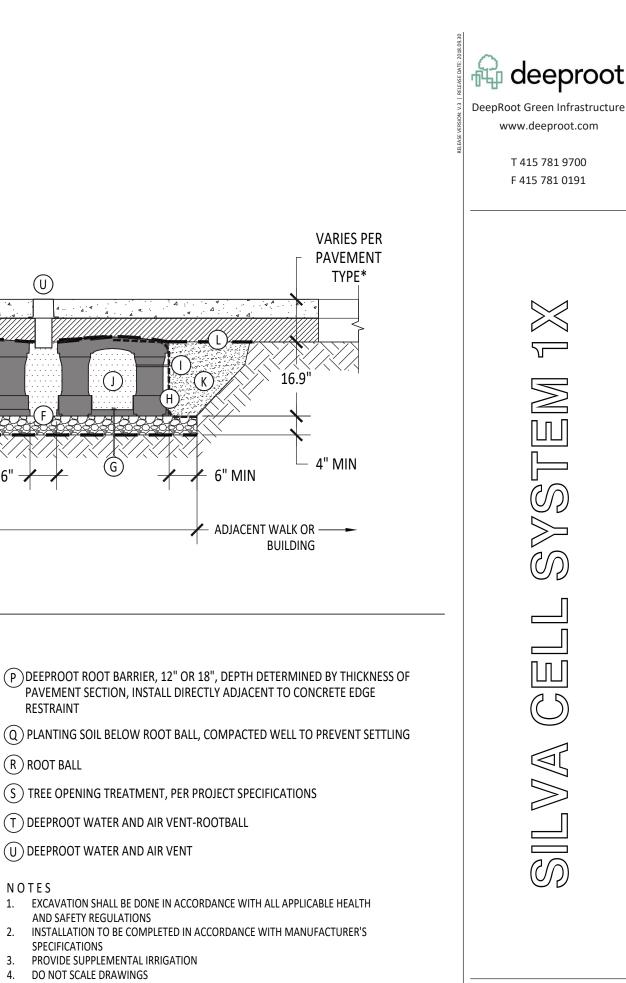
- 1. AND SAFETY REGULATIONS
- 2. SPECIFICATIONS
- PROVIDE SUPPLEMENTAL IRRIGATION 3
- 4. DO NOT SCALE DRAWINGS

# SILVA CELL TECHNICAL DRAWINGS

DOUG SMITH PERFORMANCE CENTER

206 West 2nd Street - Georgetown, TX 78626 License to Encroach - City of Georgetown 21 February 2019 - Updated

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IMPERIAL NOT TO SCALE



## City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Consideration and possible action to approve **consent** to the **assignment** of the **contract** for **purchase** of the **building** at **101 E. 7th St.**, together with all rights and responsibilities, **from 3M Square One Properties, LLC to Main and 7th, LLC**; and, to authorize the Mayor to sign a letter communicating the City's consent -- Travis Baird, Real Estate Services Coordinator

#### ITEM SUMMARY:

3M Square One Properties, LLC (3M Square) and the City of Georgetown entered into a purchase contract for old Municipal Hall Building in December 2018, set to close on or before January 30th, 2019. The City and 3M Square subsequently agreed to extensions to that closing date, which is now set for a date on or before May 17, 2019. As part of the closing preparations, 3M Square seeks to assign it's interest in the Contract as the buyer to Main and 7th, LLC (Main and 7th).

Main and 7th is an entity created for this project. No changes to the plans for the building, as represented in the response submital made to the City in 2018 and subsequent communications, have been presented as part of the assignment. This assignment would better align the funding and management responsibilities for the property purchase and development, allowing for the project to move forward towards execution more effectively.

The existing contract allows for such an event, with the buyer being listed as "3M Square One Properties, LLC or assigns." Section 8.7 of the contract requires that the City consent for any assignment to take place. Staff recommends approval of this item.

#### FINANCIAL IMPACT:

N/A. All terms and conditions of the contract will remain the same, costs associated with the assignment must be borne by the assignor and assignee.

SUBMITTED BY: Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Consent Letter





May 14, 2019

3M Square One Properties, LLCAttn: Steve Madray244 Gabriel Woods DriveGeorgetown, TX 78633

Main and 7<sup>th</sup>, LLC Attn: Steve Madray 244 Gabriel Woods Drive Georgetown, TX 78633

RE: Assignment of Buyer's Interest in Contract for Purchase of Property Located at 101 E.7<sup>th</sup> St., Georgetown, TX

Dear Mr. Madray,

This letter is to inform you that the City of Georgetown, Texas (the City) consents to the assignment of the buyer's interest in the contract for purchase of 101 E. 7<sup>th</sup> Street, between the City of Georgetown and 3M Square One Properties, LLC (3M Square), from 3M Square to Main and 7<sup>th</sup>, LLC. This consent is to the assignment of the buyer's interest <u>only</u>. All terms, conditions, right, and responsibilities, including any extension in the date of closing, shall remain unchanged.

As of this date, closing is to occur on or before May 17<sup>th</sup>, 2019 by previous agreement between the City and 3M Square One.

Should you have any questions regarding the above, or any other matters relating to the closing of this transaction; or, if there is any way in which the can facilitate the closing, please do not hesitate to contact Travis Baird, the City's Real Estate Services Manager, at the following:

<u>Travis.baird@georgetown.org</u> 512.930.2575 (desk) 512.557.3825 (cell) P.O. Box 409 Georgetown, Texas 78627

Sincerely,

Dale Ross, Mayor City of Georgetown, Texas

CC: Tamra Wilson, Longhorn Title Co. File

## City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve Task Order # TCI-19-007-TO Materials testing and inspection of bridge construction for the Northwest Blvd. Improvement Construction Project to Terracon Consultants, Inc. in the amount of \$152,090.00 -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

#### **ITEM SUMMARY:**

Materials testing and inspection of bridge construction for the Northwest Blvd. Improvement Construction Project. The Roadway to be constructed from Fontana Dr. East with a bridge structure crossing the IH 35 ROW and terminating at Austin Ave. Services provided will be full time inspection and testing for the bridge structure along with materials testing as required for the remainder of the project

#### **BOARD RECOMMENDATION:**

GTAB Board meeting was after the due date for Council items. GTAB's recommendation will be given at the dais.

FINANCIAL IMPACT: Funding for the project will be from the CIP account #120-9-0880-90-105 in the amount of \$152,090.00

SUBMITTED BY: Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ATTACHMENTS:

TO TCI-19-007-TO

## TASK ORDER

Task Order No. TCI-19-007-TO, consisting of 14 pages.

## **Task Order**

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Terracon Consultants, Inc. ("Engineer") for Professional Services – Task Order Edition, dated March 25, 2016 ("Agreement"), Owner and Engineer agree as follows:

## 1. Specific Project Data

- A. Title: Materials Testing on the Northwest Boulevard Improvements
- B. Description: Construction of approximately 2,700 linear feet of roadway with one bridge structure. The road construction will include embankment fills, roadway subgrade preparation, and installation of flexible base materials, asphalt paving and miscellaneous concrete construction.
- 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: <u>2016-731-MSA</u>

## 2. Services of Engineer

Refer to attached Terracon proposal number PAC191004 dated February 19, 2019 for Exhibit A – Schedule Engineer's Services, Exhibit B – Schedule of Duties, Responsibilities, and Limitation of Authority of Resident Project Representative, and Exhibit C – Cost Estimate.

## 3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following: See attached Proposal for Construction Materials Observation and Testing Services – Northwest Boulevard Improvements dated February 19, 2019.

## 4. **Times for Rendering Services**

Phase	

Completion Date

See attached Proposal

Dated 2/19/19

Georgetown - Revised 3.11

EJCDC E-505 Standard Form of Agreement Between Owner and Engineer Professional Services—Task Order Edition Copyright ©2004 National Society of Professional Engineers for EJCDC. All rights reserved. Attachment 1 – Task Order Form

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## 5. **Payments to Engineer**

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

Category of Services	<b>Compensation</b> Method	Lump Sum or Not to Exceed Amount of Compensation for Services
Basic Services	Hourly Rates – see attached	Not to Exceed \$152,090.00
Study and Report	Proposal dated February 19, 2019	5.

~

B T

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

- 6. **Consultants:**
- 7. Other Modifications to Agreement:
- 8. Attachments:
- 9. Documents Incorporated By Reference: The Agreement effective March 25, 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.

By:		By:	Jus MKole
Name:	Dale Ross	Name:	Jesse M. Kocher, P.E.
Title:	Mayor, City of Georgetown	Title:	Senior Associate
Date:		Engineer Li Certificate No State of: Date:	cense or Firm's $\frac{F-3272}{\text{Texas}}$ $\frac{2/20/2019}{100}$
		APPROVED	AS TO FORM:
	Azst	SIL M City Attorney	asso

Georgetown - Revised 3.11 EJCDC E-505 Standard Form of Agreement Between Owner and Engineer Professional Services—Task Order Edition Copyright ©2004 National Society of Professional Engineers for EJCDC. All rights reserved. Attachment 1 - Task Order Form

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# DESIGNATED REPRESENTATIVE FOR TASK ORDER:

# DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Joel Weaver	Name:	Jesse M. Kocher, P.E.
Title:	Project Manager	Title:	Senior Associate
Address:	300-1 Industrial Ave Georgetown TX 78626	Address:	800 Paloma Drive, Ste. 150 Round Rock, TX 78665
E-Mail Address:	Joel.Weaver@georgetown.org	E-Mail Address:	jesse.kocher@terracon.com
Phone:	512-931-7698	Phone:	512-628-8600
Fax:	512-930-3556	Fax:	512-442-1181

# 1[erracon

February 19, 2019

Mr. Wesley Wright, P.E. City of Georgetown PO Box 409 Georgetown, Texas 78627

Telephone:512-931-7672Email:Wesley.Wright@georgetown.org

Re: Construction Materials Observation and Testing Services Northwest Boulevard Improvements Georgetown, Texas Terracon Consultants Inc. Proposal No. PAC191004

#### Dear Mr. Wright:

Thank you for selecting Terracon Consultants Inc. to provide construction materials observation and testing services for the proposed Northwest Boulevard Improvements project. This proposal outlines our understanding of the scope of services to be provided by Terracon and includes unit fees for services we anticipate will be required for this project.

## A. PROJECT INFORMATION

Our understanding of the project is based on our review of the construction plans prepared by RPS, dated 7/13/18.

We understand the project is to include construction of approximately 2,700 linear feet of roadway with one bridge structure. The road construction will include embankment fills, roadway subgrade preparation, and installation of flexible base material, asphalt paving and miscellaneous concrete construction.

#### B. SCOPE OF SERVICES

We propose to provide one technician on a "full time" basis during bridge construction. The attached cost estimate is based on the assumption that the lead tech will work a maximum of 50 hours per week (including travel time) for approximately 8 months.

We anticipate providing supplemental staffing as needed for the construction materials observation and testing services for this project on an "as requested" basis during construction. We will rely on the general contractor or his representative to notify us at least one business day in advance of the time the requested services are needed. The technicians assigned to the project will be qualified and equipped to perform the following field services:

Terracon Consultants, Inc.	5307	Industrial Oaks Blvd, Ste. 160 Austin, Texas 78735	
P (512) 442	-1122	F [512] 442-1181 terracon.com	

Geotechnical	Environmental		Construction Materials	Facilities
	Pa	age 141 o	of 851	

PAC191004 February 19, 2019 Page 2

][erracon

- Earthwork Observation/Testing
- Reinforcing Steel Observation
- On-Site Concrete Observation /Testing
- Drilled Pier Observation
- Precast Concrete Fabrication Plant Observation
- Asphalt Batch Plant Laboratory Testing

These services are described in greater detail in Exhibit B "Proposed Scope of Services for Construction Materials Observation and Testing". Our proposed scope of services and cost estimate are included in Exhibit C.

Our proposed scope of services should be reviewed by the design professionals prior to the start of construction. If the design professionals determine that the proposed testing and observation scope is inadequate, we would be happy to work with you in developing a scope and cost estimate to address the requested increase in scope.

## C. COMPENSATION

Our scope of services will be determined by your authorization for specific services as requested by your project superintendent or other representative. Charges for our services will be based on the quantities of services provided and the unit rates shown on the attached "Exhibit C." Additional services that may be requested (but are not included in the attached cost estimate) can be provided at the unit fees shown in the attached "Schedule of Services and Fees". The cost of our services will be determined by the construction schedule and the quantity of services provided. Based on our review of the construction plans and our experience with similar construction projects and information provided by the client, our fee estimate to provide the proposed scope of services is \$152,090.

The construction schedule and sequencing will have a major impact on the testing/observation cost. We would be glad to visit with you at the appropriate time and revise the estimated cost presented in this proposal as necessary to meet the project needs. We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of the project team.

## D. AUTHORIZATION

This proposal for services and accompanying Exhibits, Schedule of Services and Fees and the previously executed "Master Services Agreement between Owner and Engineer for Professional Services" (Contract No. 2011-701-MSA) dated March 23, 2011 shall constitute the terms and conditions for our services to be performed for this project. If you agree to the terms and conditions outlined in this proposal we understand that you will issue a task order for these services.

PAC191004 February 19, 2019 Page 3



We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of the project team.

Sincerely, Terracon Consultants Inc. (Firm Registration: TX F3272)

Douglas Denny Project Manager, Construction Services

Jene

Jesse M. Kocher, P.E. Office Manager

DD/JMK Attachments PAC191004 February 19, 2019 Page 4

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## EXHIBIT B PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING NORTHWEST BOULEVARD IMPROVEMENTS TERRACON PROPOSAL NO. PAC191004

The proposed scope of services provided by Terracon is described below. The purpose of these services is to observe various components of the construction and conduct specific tests to determine whether or not the materials and construction comply with the project requirements. These services are designed to provide a level of quality assurance (QA) for the client and are not intended to replace quality control tests and procedures required by the contractors and their suppliers. Terracon requires a complete set of construction plans and specifications approved for construction and any addenda or revisions approved during the construction process that would affect the construction related to the requested QA services.

If additional services are needed to comply with the construction documents or the special inspection requirements, Terracon should be contacted and requested to modify our proposed scope and estimated cost. The contractor has the responsibility to be familiar with the project requirements and to contact Terracon a minimum of 24 hrs. (one business day) prior to the time our services will be required. Terracon is not responsible for providing specified services if the client does not authorize Terracon to provide the services or if the contractor does not provide adequate notification for our scheduling purposes.

Terracon will provide construction observations and testing services requested by the client as described in our "Scope of Services" in general accordance with the normal standard of care. Our scope of services does not include any design, design review, construction safety, trench safety, construction supervision, or construction management services. Terracon personnel do not have the responsibility or authority to stop the contractor's work, or to accept or reject any construction materials or workmanship, even if they do not comply with the project requirements.



#### EXHIBIT B PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING NORTHWEST BOULEVARD IMPROVEMENTS TERRACON PROPOSAL NO. PAC191004

A brief summary of scope of services that Terracon typically provides is shown below.

- 1. Earthwork The Terracon scope of services includes sampling and testing of soils, periodic observation of earthwork operations, and moisture-density testing of subgrade and compacted fills.
- 2. Concrete The Terracon scope of services includes sampling concrete, and conducting slump and concrete compressive strength tests. Terracon personnel do not have the authority to accept or reject concrete even if it does not comply with the project specifications. The contractor has the responsibility to reject concrete that does not comply with the specifications or is unsuitable for use. Terracon will typically make 4-inch diameter, 8-inch high cylinders for compressive strength testing whenever the aggregate size allows. When larger aggregate is used in the concrete or when the client requires 6-inch diameter, 12-inch high cylinders, a surcharge will be applied for each cylinder made and tested. We will rely on the contractor or his concrete supplier to provide adequate facilities for initial (and field) curing of test cylinders as required by ASTM C 31 test procedures.
- 3. **Reinforcing Steel** The Terracon scope of services includes spot observations of the reinforcing steel size, spacing, and configuration prior to concrete placement.
- 4. Asphalt Batch Plant Laboratory Testing The Terracon Scope of services includes observation of the asphalt batch plant operations, sampling asphalt and conducting laboratory tests at the asphalt supplier's laboratory facilities. The asphalt supplier shall furnish calibrated equipment and tools to perform all the necessary laboratory tests. We will rely on the contractor to obtain pavement cores for laboratory testing.
- 5. Drilled Piers The Terracon scope of services includes observing the pier diameter, depth, bearing stratum, and accessible reinforcing steel. Our scope also includes sampling and compressive strength testing of concrete used in the construction of piers. The Terracon scope of services does not include verification of horizontal locations or elevations of piers or any other structural members. While we will attempt to observe final placement of reinforcing steel, client recognizes that the scheduling of pier construction and speed of construction are not within Terracon's control. As a result, it is possible that reinforcing steel for some piers may be observed prior to final placement and that the sequence and schedule will require our technicians to move on to other pier construction activities prior to the final placement of the reinforcing steel. As a result, final position of reinforcing steel may change after our observation. Unless specifically requested by the client and necessary staffing is authorized, we are not responsible for verifying the final in-place position of reinforcement steel or any variances that may occur after we have observed the pier.
- 6. Precast Concrete Fabrication Plant Observation The Terracon scope of services includes review of the fabricators' Quality Control Manual, facilities, casting procedures, completed structural members, and quality control test data.

Responsive - Resourceful - Rellable



152,090.00

5

#### EXHIBIT C COST ESTIMATE FOR CONSTRUCTION MATERIALS TESTING SERVICES NORTHWEST BOULEVARD IMPROVEMENTS Terracon Proposal No. PAC191004

Earthwork/Drilled Pier/Reinforcing Steel/Concrete Observation/Testing						
Service	Quantity	Unit	Unit Rate		Estimate	
Engineering Technician, Regular Hours <sup>1</sup>	1280	Hour	\$	56.00	\$	71,680 00
Engineering Technician, Overtime Hours <sup>1</sup>	320	Hour	\$	84.00	\$	26,880.00
Vehicle Trip Charge	160	Per Trip	\$	50.00	\$	8,000.00
Moisture/Density Curve (Tex-113/114-E)	4	Each	\$	180.00	\$	720.00
Addt'l Charge for Coarse Aggregate Correction	0	Each	\$	25.00	\$	Start Start
Atterberg Limits (Tex-106-E)	4	Each	\$	55.00	\$	220.00
Sieve Analyses (ASTM C136 & C117)	4	Each	\$	90.00	\$	360.00
Nuclear Density Gauge	160	Day	\$	50.00	\$	8,000.00
Concrete Cylinders, (ASTM C31 & C39)	405	Each	\$	16.00	\$	6,480.00
Subtotal, Concrete					\$	122,340.00

<sup>1.</sup> This estimate is based on 50 hrs/week for 32 weeks for the Engineering Technician.

<sup>2.</sup> This estimate is based on casting five 4"x8" test cylinders per 100 cu/yds for all concrete placements. The contractor's schedule was not available for our review.

Aspha	t Concrete Observa	tion/Testing		hite - the		
Service	Quantity	Unit	Ur	It Rate	E	Estimate
Asphalt Technician, Regular Rate	160	Hour	\$	60.00	\$	9,600.00
Asphalt Technician, Overtime Rate	40	Hour	\$	90.00	\$	3,600.00
Vehicle Trip Charge	20	Per Trip	\$	50.00	\$.	1,000.00
Subtotal, Asphalt Concrete					\$	14,200.00

This estimate is based on providing laboratory testing at the supplier's batch plant facilities and laboratory testing of cores obtained by the contractor. The contractor's schedule was not available for our review.

Preca	est Fabrication Plant (	Observation			14	Sector And S
Service	Quantity	Unit	U	nit Rate	E	stimate
Sr. Technician, Regular Rate	40	Hour	\$	70.00	\$	2,800.00
Sr. Technician, Overtime Rate	0	Hour	\$	105.00	\$	
Vehicle Trip Charge	5	Per Trip	\$	50.00	\$	250 00
Subtotal, Asphalt Concrete					\$	3,050.00

This estimate is based on a review of the precast plant facilities, casting procedures, completed structural members, and quality control test data on an intermittent basis. The estimate is based on five trips to the facility assuming the facility is within 1.5 hours of Austin, Tx. Additional charges for travel will apply if the facility is more remote from our Austin office.

V. Project Management	100	Hour	\$ 125.00	\$ 12,500.00

ESTIMATE TOTAL

Responsive . Resourceful . Reliable



#### SCHEDULE OF SERVICES AND FEES CONSTRUCTION MATERIALS ENGINEERING 2019

#### Personnel

Principal, Officer, per hour	\$160.00
Senior Engineer, per hour	\$130.00
Project Engineer, per hour	\$125.00
Project Manager, per hour	\$125.00
Senior Engineering Technician, per hour	\$70.00
Construction Materials Technician, per hour	\$56.00

#### Transportation

Vehicle, per trip (within 25 miles of Terracon office)	\$50.00
Mileage (over 25 miles from Terracon office) per mil	в\$0.65

A fuel surcharge may be added if fuel costs increase by more than 10% during the project duration.

#### Concrete Field Services

Engineering technician, per hour	\$56.00
Engineering technician, overtime rate, per hour	\$84.00

#### Concrete Tests

Cylinder compression test (ASTM C 31 & C 39),	4"x8", each\$18.00
Cylinder compression test (ASTM C 31 & C 39),	
Beam flexural test (ASTM C 293 or C 78), each	\$70.00

#### Masonry Field Services

Masonry technician, per hour	\$60.00
Masonry technician, overtime rate, per hour	\$90.00
Compressive strength CMU block (ASTM C 140), each	
CMU block absorption only (ASTM C 140), each	\$100.00
CMU Block prism compressive strength (ASTM C 1314), each	\$300.00
Compressive strength of grout prism (ASTM C 1019), each	\$40.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each .	\$20.00



#### SCHEDULE OF SERVICES AND FEES CONSTRUCTION MATERIALS ENGINEERING 2019

# Soils Laboratory Tests

#### Classification

Atterberg limits (ASTM D 4318), each	\$65.00
Sieve analysis (ATM C 136), each	\$85.00
Sleve analysis percent finer than #200 (ASTM C 117), each	\$55.00
Combined sieve analysis (ASTM C 136 and C 117)	\$110.00

#### Compaction

Optimum moisture / maximum dry density relations (proctors)	
ASTM D698, each	.\$190.00
ASTM D1557, each	\$200.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	\$30.00
TXDOT TEX 113E, each	. \$250.00
TXDOT TEX 114E, each	\$190.00
Permeability (ASTM D 5084), each	\$425.00

#### Soils Field Services

In place density / moisture test, nuclear method (ASTM D6938),	
minimum 3, each	\$18.00
Field gradation of lime treated soil, each	\$55.00
Depth check of lime treated soil, each	\$25.00
Soll pH value (TEX 128E) each	\$25.00
Solls technician, per hour	\$56.00
Solls technician, overtime rate, per hour	\$84.00

# Asphaltic Concrete Services

Asphait technician, per hour	\$60.00
Asphalt technician, overtime rate, per hour	\$90.00
Molding specimens (TEX 206F), set of 3	\$75.00
Bulk specific gravity of lab molded specimens, set of 3	\$50.00
Bulk specific gravity of core specimen (TEX 207F), each	
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	\$75.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	\$100.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	\$200.00
Asphalt coring, each	
Asphalt core thickness & density, each	



#### SCHEDULE OF SERVICES AND FEES CONSTRUCTION MATERIALS ENGINEERING 2019

#### **Drilled** Pier

Senior technician, per hour	\$70.00
Senior technician, overtime rate, per hour	\$105.00

#### Wood Truss & Fire Stop

Senior Technician, per hour	\$70.00
Senior Technician, overtime rate, per hour	

#### Structural Steel

Visual Inspection by CWI, per hour\$100	.00
Ultrasonic Testing by CWI, per hour \$120	.00
Ultrasonic Testing equipment, per day	5%
Ultrasonic Testing Trip Fee	5%

#### **Reinforcing Steel Detection**

Senior Technician, per hour	\$70.00
Senior Technician, overtime rate, per hour	\$105.00
Hilti Ferroscan equipment, per day	\$220.00

#### Reimbursable Expenses

Direct non-salary project expenses for "outside" services are billed at cost plus 15 percent for handling. These include but are not limited to the following: travel and lodging, external consultants, environmental analytical tests, drilling, special supplies, permits, equipment, sampling, field testing, on site facilities, clearing/grading contractors, water trucks, buildozers, security forces, surveyors, traffic control or other support services.

#### Remarks

A four hour minimum charge is applicable to all trips made for the performance of structural steel testing/inspection services, a minimum charge of 2 hours will be assessed for trips to the project site for sample or cylinder pick up only and a three hour minimum charge is applicable to all trips made for the performance of other testing, inspection, cancellations or consulting services.

PAC191004 February 19, 2019 Page 10



#### SCHEDULE OF SERVICES AND FEES CONSTRUCTION MATERIALS ENGINEERING 2019

Remarks (continued)

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked in excess of eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on weekends and holidays.

Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed will be quoted on request.

Rush testing and inspection services are subject to a surcharge (to be negotiated).

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Terracon will submit invoices for services on a monthly basis. Payment for services shall be made within 30 days of receipt of the invoice in accordance with the Terracon "Agreement for Consulting Services" or "Authorization To Proceed". Additional administrative charges may be applicable if the client requires other invoicing procedures or payment terms.

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve a **contract** with **Cholla Pavement Maintenance**, **Inc.** of Apache Junction, Arizona for **2019 Street Maintenance High Performance Pavement Seal Package No. 1** for parts A&B in the amount of **\$574,695.75** -- Wesley Wright, P.E., Systems Engineering Director and Michael Hallmark, CIP Manager

#### ITEM SUMMARY:

The 2019 Street Maintenance High Performance Pavement Seal Package No. 1 project was advertised for public bids on April 14, 2019 and April 21, 2019 in the Williamson County Sun. Through KPA's office, we provided plans and specifications to two plan holders. On Wednesday May 1, 2019 at 10:00 A.M. We received two competitive bids.

The bid consisted of two base bid parts. The Base Bid – Part A: Sun City consisted of furnishing, installing and providing all labor and materials required for construction of approximately 180,000 square yards of High Performance Pavement Seal (Polymer Modified Masterseal (PMM)), traffic control, and miscellaneous striping. The Base Bid – Part B: University Parks Subdivision consisted of furnishing, installing and providing all labor and materials required for construction of approximately 70,000 square yards of High Performance Pavement Seal (PMM), traffic control, and miscellaneous striping. The streets proposed for this treatment are attached.

#### **STAFF RECOMMENDATIONS:**

Staff and KPA recommend executing this contract for the 2019 High Performance Pavement Seal to Cholla Pavement Maintenance, Inc. of Apache Junction, Arizona for 2019 Street Maintenance High Performance Pavement Seal Package No. 1 for parts A&B in the amount of \$574,695.75

#### **BOARD RECOMMENDATION:**

GTAB Board meeting was after the due date for Council items. GTAB's recommendation will be given at the dais.

#### FINANCIAL IMPACT:

Funds for this expenditure are budgeted In the Transportation CIP (account 203-9-0880-90-071)

#### SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager.

ATTACHMENTS:

Letter of Recommendation 2019 HPPS BP1\_Bid Tab Project Map



**KASBERG, PATRICK & ASSOCIATES, LP** 

CONSULTING ENGINEERS Texas Firm F-510

<u>Temple</u> 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

<u>Georgetown</u> 1008 South Main Street Georgetown, Texas 78626 (512) 819-9478

May 1, 2019

Mr. Chris Pousson Systems Engineering Project Manager City of Georgetown 300-1 Industrial Avenue Georgetown, Texas 78626-8445

Re: City of Georgetown 2019 Street Maintenance Project: High Performance Pavement Seal – Bid Package No. 1 Georgetown, Texas

Mr. Pousson,

Bids were received by the City of Georgetown until 10:00 A.M. on Wednesday, May 1, 2019 for the above referenced project. There were two (2) competitive bids received. A detailed bid tabulation of this bid is attached for your use.

The bid consisted of two base bid parts. The Base Bid – Part A: Sun City consisted of furnishing, installing and providing all labor and materials required for construction of approximately 180,000 square yards of High Performance Pavement Seal (Polymer Modified Masterseal (PMM)), traffic control, and miscellaneous striping. The Base Bid – Part B: University Parks Subdivision consisted of furnishing, installing and providing all labor and materials required for construction of approximately 70,000 square yards of High Performance Pavement Seal (PMM), traffic control, and miscellaneous striping. The attached Exhibit A shows the locations of the proposed PMM application.

The low qualified bidder for this project is Cholla Pavement Maintenance, Inc. of Apache Junction, Arizona. Cholla Pavement Maintenance, Inc. has applied high performance pavement seals for the City of Georgetown and other entities throughout the State. We have reviewed the current workload, references and construction history of Cholla Pavement Maintenance, Inc. and their subcontractors. As a result of our findings, we recommend that a contract be awarded to Cholla Pavement Maintenance, Inc. for al parts in the amount of **\$574,695.75**.

Sincerely,

d Sattar

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

ARS/

 xc: Mr. Michael Hallmark, City of Georgetown Mr. Wesley Wright, PE, City of Georgetown Ms. Nicole Abrego, City of Georgetown Mr. Dwayne Briggs, Cholla Pavement Maintenance, Inc. 2019-119-30

# BID TABULATION CITY OF GEORGETOWN TEXAS High Performance Seal: Bid Pacakge No. 1 May 1, 2019; 10:00 AM

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Providing a Video DVD of the Project Area Prior to and After Construction</td><td>2,000.00</td><td>2,000.00</td><td>3,500.00</td><td>3,500.00</td></td></tr> <tr><td>100%LSTraffic Control Implementation10,000.0010,000.0010,000.0070,000SYFurnish &amp; Install Polymer Modified Masterseal (PMM)<math>1.36</math><math>95,200.00</math>350LFRemoval of Existing Stop Bars<math>7.35</math><math>2,572.50</math><math>350</math>LFFurnish &amp; Install White Stop Bar Thermo Plastic Striping<math>13.40</math><math>4,690.00</math><math>840</math>LFFurnish &amp; Install Crosswalk Striping<math>7.35</math><math>6,174.00</math><math>840</math>LFFurnish &amp; Install Crosswalk Striping<math>13.40</math><math>11,256.00</math><math>840</math>LFFurnish &amp; Install Reflective Pavement Buttons, Double Blue<math>5.45</math><math>163.50</math><math>30</math>EAFurnish &amp; Install Reflective Pavement Buttons, Double Blue<math>5.45</math><math>163.50</math><math>60</math>DAYFor Providing and Maintaining 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  30       EA       Furnish &amp; Install Reflective Pavement Buttons, Double Blue       5.45       163.50         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         80       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00</td><td>2</td><td>350</td><td>LF</td><td>Furnish &amp; Install White Stop Bar Thermo Plastic Striping</td><td>13.40</td><td>4,690.00</td><td>7.00</td><td>2,450.00</td></tr> <tr><td>840       LF       Furnish &amp; Install Crosswalk Striping       13.40       11,256.00         30       EA       Furnish &amp; Install Reflective Pavement Buttons, Double Blue       5.45       163.50         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Pruning Trees in Accordances to the Snecifications       3.000.00       3.000.00</td><td>~</td><td>840</td><td>LF</td><td>Removal of Existing Crosswalk Striping</td><td>7.35</td><td>6,174.00</td><td>6.00</td><td>5,040.00</td></tr> <tr><td>30       EA       Furnish &amp; Install Reflective Pavement Buttons, Double Blue       5.45       163.50         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         700       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Pruning Trees in Accordances to the Snecifications       3.000.00       3.000.00</td><td>6</td><td>840</td><td>LF</td><td></td><td>13.40</td><td>11,256.00</td><td>6.00</td><td>5,040.00</td></tr> <tr><td>60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         80       Boards at Three (3) Locations in the Project Area, Beginning 2-       500.00       30,000.00         100%       EA       For Pruning Trees in Accordances to the Snecifications       3.000.00       3.000.00</td><td>10</td><td>30</td><td>EA</td><td>eflective Pavement Butt</td><td>5.45</td><td>163.50</td><td>15.00</td><td>450.00</td></tr> <tr><td>100% EA For Pruning Trees in Accordances to the Snecifications 3 000 00 3 000 00</td><td>Ξ</td><td>60</td><td>ДАΥ</td><td>For Providing and Maintaining Electronic Traffic Message Boards at Three (3) Locations in the Project Area, Beginning 2- weeks Prior to Start Date</td><td>500.00</td><td>30,000.00</td><td>300.00</td><td>18,000.00</td></tr> <tr><td></td><td>12</td><td>100%</td><td>EA</td><td>For Pruning Trees in Accordances to the Specificaitons</td><td>3,000.00</td><td>3,000.00</td><td>2,000.00</td><td>2,000.00</td></tr>	-	100%	LS	-	10,000.00	10,000.00	6,000.00	6,000.00	100%LSTraffic Control Plan $1,500.00$ $1,5,000.00$ $1,5,000.00$ $1,5,000.00$ $1,5,000.00$ $1,5,72.50$ </td <td>7</td> <td>100%</td> <td>LS</td> <td>For Providing a Video DVD of the Project Area Prior to and After Construction</td> <td>2,000.00</td> <td>2,000.00</td> <td>3,500.00</td> <td>3,500.00</td>	7	100%	LS	For Providing a Video DVD of the Project Area Prior to and After Construction	2,000.00	2,000.00	3,500.00	3,500.00	100%LSTraffic Control Implementation10,000.0010,000.0010,000.0070,000SYFurnish & Install Polymer Modified Masterseal (PMM) $1.36$ $95,200.00$ 350LFRemoval of Existing Stop Bars $7.35$ $2,572.50$ $350$ LFFurnish & Install White Stop Bar Thermo Plastic Striping $13.40$ $4,690.00$ $840$ LFFurnish & Install Crosswalk Striping $7.35$ $6,174.00$ $840$ LFFurnish & Install Crosswalk Striping $13.40$ 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& Install Crosswalk Striping       13.40       11,256.00         840       LF       Furnish & Install Reflective Pavement Buttons, Double Blue       5.45       163.50         30       EA       Furnish & Install Reflective Pavement Buttons, Double Blue       5.45       163.50         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Pruning Trees in Accordances to the Sherifications       30.00.00       30,000.00	4	100%	LS		10,000.00	10,000.00	3,000.00	3,000.00	350LFRemoval of Existing Stop Bars7.352,572.50350LFFurnish & Install White Stop Bar Thermo Plastic Striping13.404,690.00840LFRemoval of Existing Crosswalk Striping13.401,1,256.00840LFFurnish & Install Crosswalk 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Buttons, Double Blue       5.45       163.50         840       DAY       For Providing and Maintaining Electronic Traffic Message       5.00.00       30,000.00         90       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00	9	350	LF	Removal of Existing Stop Bars	7.35	2,572.50	7.00	2,450.00	840       LF       Removal of Existing Crosswalk Striping       7.35       6,174.00         840       LF       Furnish & Install Crosswalk Striping       13.40       11,256.00         30       EA       Furnish & Install Reflective Pavement Buttons, Double Blue       5.45       163.50         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         80       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00	2	350	LF	Furnish & Install White Stop Bar Thermo Plastic Striping	13.40	4,690.00	7.00	2,450.00	840       LF       Furnish & Install Crosswalk Striping       13.40       11,256.00         30       EA       Furnish & Install Reflective Pavement Buttons, Double Blue       5.45       163.50         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Pruning Trees in Accordances to the Snecifications       3.000.00       3.000.00	~	840	LF	Removal of Existing Crosswalk Striping	7.35	6,174.00	6.00	5,040.00	30       EA       Furnish & Install Reflective Pavement Buttons, Double Blue       5.45       163.50         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         700       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         100%       EA       For Pruning Trees in Accordances to the Snecifications       3.000.00       3.000.00	6	840	LF		13.40	11,256.00	6.00	5,040.00	60       DAY       For Providing and Maintaining Electronic Traffic Message       500.00       30,000.00         80       Boards at Three (3) Locations in the Project Area, Beginning 2-       500.00       30,000.00         100%       EA       For Pruning Trees in Accordances to the Snecifications       3.000.00       3.000.00	10	30	EA	eflective Pavement 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2019-119-30

	BIDDER INFORMATION	ORMATION
	Cholla Pavement Maintenance, Inc.	Alpha Paving Industries, LLC
	5254 S. Warner Drive	P.O. Box 6565
PROJECT SUMMARY	Apache Juntion, AZ 85120	Round Rock, TX 78683
PART A: Sun City Area	\$ 398,139.75	\$ 437,295.00
PART B: University Parks Subdivision	\$ 176,556.00	\$ 164,430.00
TOTAL ALL PARTS:	\$ 574,695.75	\$ 601,725.00

Did Bidder Acknowledge Addendum No. 1?	YES	YES
Did Bidder provide Section #00400?	YES	YES
Did Bidder provide Section #00410?	YES	YES

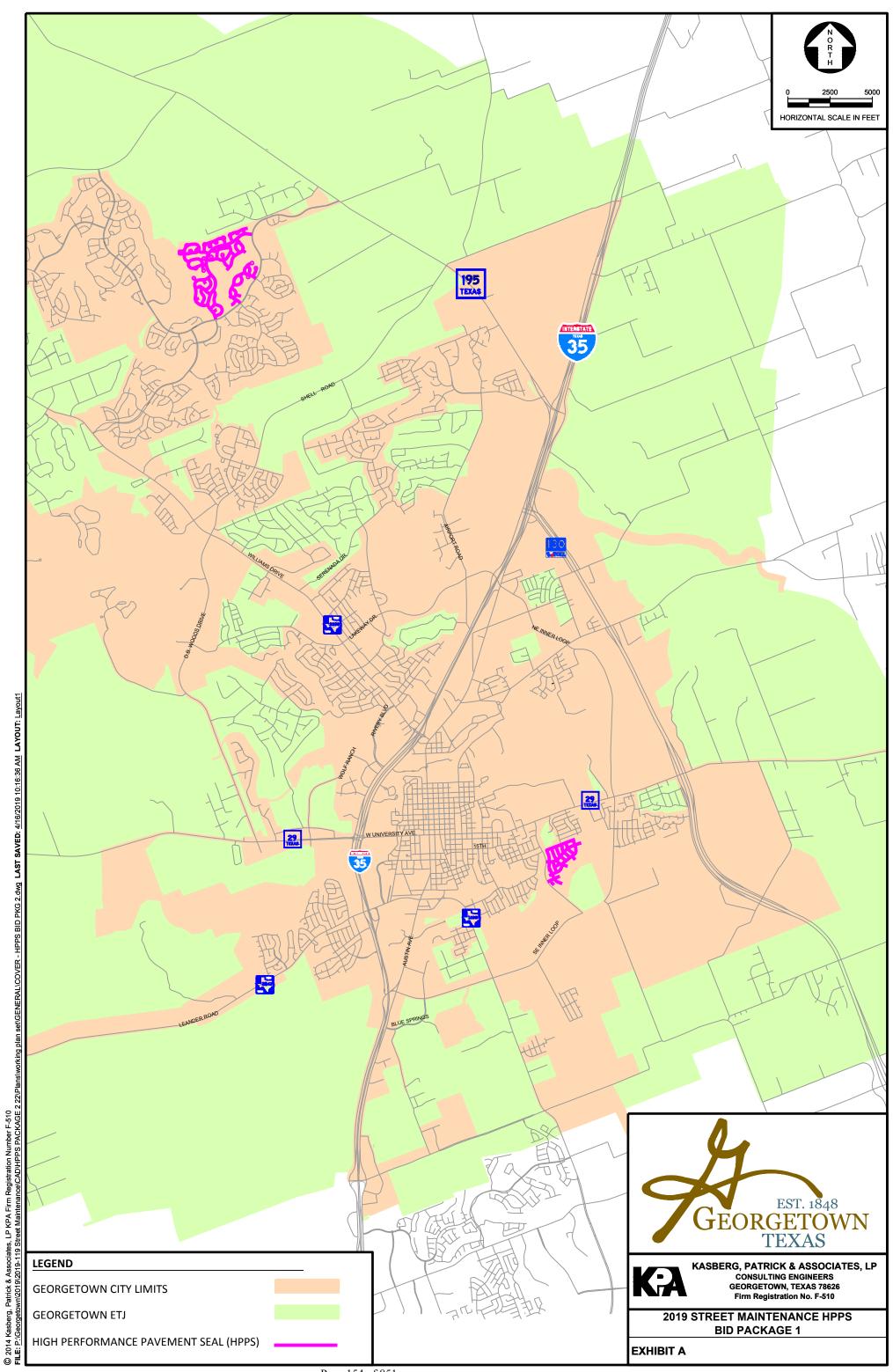
 $\tilde{I}$  hereby certify that this is a correct and true tabulation of all bids received

Alvin R. Trae" Sutton, III, PE, CFM Kasberg, Patrick & Associates, LP

5-1-19 Date



Page 1 of 1



# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

#### **Continued from April 9th Meeting:**

Consideration and possible action to accept the **Bloomberg Philanthropies Mayor's Challenge Grant** in the amount of **\$1,000,000.00** -- Jack Daly, Assistant to the City Manager, Chris Foster, Resource Management and Integration Manger, and Mike Babin, Deputy General Manager of Utilities

#### **ITEM SUMMARY:**

On Nov. 14, 2017, City Council approved applying for the Bloomberg Philanthropies Mayor's Challenge. The City of Georgetown was selected as a finalist in the Challenge. Winners were chosen on the basis of vision, impact, implementation, and transferability. Georgetown's application centers on developing the virtual power plant.

City Council approved the acceptance of a \$100,000 grant to assist in executing the "test & learn" phase of the Mayor's Challenge on April 24, 2018. City Council approved the resubmission of the Mayor's Challenge application for the grand prize of \$1 million on Aug.14, 2018.

On Oct. 29, 2018, Michael R. Bloomberg announced Georgetown as a winner of Bloomberg Philanthropies U.S. Mayors Challenge. Nine cities will receive \$1 million to begin implementation. Georgetown aims to lease rooftop space for solar panels and ground space for batteries from residential and commercial properties, offsetting the future need to purchase additional power from outside sources to meet peak power demand. Georgetown joins Denver, CO; Durham, NC; Fort Collins, CO; Huntington, WV; Los Angeles, CA; New Rochelle, NY; Philadelphia, PA; and South Bend, IN as winners of the U.S. Mayors Challenge.

On April 9, City Council postponed this item until amendments to the contract addressing ongoing obligations and provisions for ending the agreement were clarified and accepted by Bloomberg Philanthropies. A copy of those changes is attached. Per Bloomberg, the redlines and highlights call out the language throughout the agreement regarding the ability to cancel the grant and limits on the use of unexpended or uncommitted funds.

#### FINANCIAL IMPACT:

\$1,000,000 grant from Bloomberg Philanthropies related to the 2018 Mayor's Challenge.

SUBMITTED BY: Jackson Daly

ATTACHMENTS:

Grant Agreement Grant Agreement Redline Draft Budget

# **Bloomberg Philanthropies**

#### GRANT AGREEMENT BETWEEN THE BLOOMBERG FAMILY FOUNDATION INC. AND THE CITY OF GEORGETOWN

GRANT AGREEMENT (hereinafter referred to as the "Agreement") made as of the 1<sup>st</sup> day of January, 2019 by and between The Bloomberg Family Foundation Inc. (the "Foundation") and the City of Georgetown (the "Grantee").

WHEREAS, the Foundation has created the U.S. Mayors Challenge (the "Mayors Challenge") to inspire American cities to generate innovative ideas that solve major challenges and improve city life – and that ultimately can be shared with cities around the world;

WHEREAS, the specific, primary goals of the Mayors Challenge (as more fully described in <u>Schedule A</u> hereto) are to (1) increase the number of innovative, local solutions to global urban problems, which are viable in multiple cities and implementable by local governments, (2) drive significant public discussion about the role of cities and mayors in solving our toughest challenges and (3) provide a platform to help these ideas spread around the world;

WHEREAS, the Grantee has been selected as a winner of the Mayors Challenge for its project to make the energy grid both lower-cost and more resilient with local renewable energy (the "Project");

WHEREAS, the purposes of the prize and this Grant are to support the implementation of the Project and to build a foundation for future replication if the Project is successful, and the Grantee is committed to these efforts; and

WHEREAS, the Foundation wishes to make a contribution to the Grantee to provide support to the Grantee to help implement the Project;

NOW, THEREFORE, THE FOUNDATION AND THE GRANTEE AGREE AS FOLLOWS:

1. <u>Grant.</u> The Foundation has pledged and agreed that the Grantee will receive cash or cash equivalents in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000) (hereinafter sometimes referred to as the "Grant" and the "Grant Funds"). Grant Funds shall be available during the period beginning on January 1, 2019 and ending on December 31, 2021 or such earlier or later termination date as provided in this Agreement (the "Grant Term"). Grant Funds shall be paid in U.S. Dollars. Grant Funds will be paid in four installments after receipt by the Foundation of the enclosed countersigned copy of this Agreement and according to the following payment schedule and instructions for payment:

Payment Date	Payment Amount	Contingent Upon
On or before 30 days following the Foundation's receipt of the countersigned copy of this Agreement	\$100,000	Receipt by the Foundation of countersigned copy of this Agreement
On or before August 31, 2019	Approved 2019 Budget (less \$100,000)	<ul> <li>Completion and approval of Implementation Plan and detailed Budget</li> <li>Hiring of a Project Director</li> <li>Compliance with all other terms of this Agreement</li> </ul>
On or before February 28, 2020	Approved 2020 Budget	<ul> <li>Timely reports and satisfactory progress with respect to the Project</li> <li>Compliance with all other terms of this Agreement</li> </ul>
On or before February 28, 2021	Approved 2021 Budget	<ul> <li>Completion and approval of Sustainability Plan, if required</li> <li>Timely reports and satisfactory progress with respect to the Project</li> <li>Compliance with all other terms of this Agreement, including moving the project manager position onto the Grantee's public budget in the final year of the Grant Term</li> </ul>

2. <u>Purpose</u>. The Grant shall be used by the Grantee to create the Project, partnering with residents to install solar panels and battery storage in their homes with the end goal of making Georgetown the first energy independent community in the United States, as further described in <u>Schedule B</u> attached hereto and in a manner consistent with the Project as outlined in this Agreement, the schedules attached hereto and the Project budget as set forth on <u>Schedule C</u> attached hereto (the "Project Budget" or the "Budget").

3. <u>Use of Grant Funds.</u>

(a) <u>Scope and Budget</u>. Under United States law, Grant Funds may be expended only for charitable, scientific, literary or educational purposes. This Grant is made only for the purposes stated in this Agreement and the Schedules attached hereto, and Grant Funds shall be used for such purposes in accordance with the Project Budget described in Section 3(b). Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to the Foundation, unless otherwise authorized in writing by the Foundation.

(b) <u>Budget</u>. The Project Budget has been developed to cover all costs related to the Project and the Foundation's funding of the Project. The Project Budget is currently allocated among budget lines based on the Grantee's and the Foundation's estimates of the appropriate allocation.

A revised Budget for the Project shall be developed and submitted for the Foundation's review and approval by July 31, 2019. The Grantee and the Foundation shall work together to make any further changes to such draft, and if the Grantee has not provided to the Foundation a final Budget (incorporating any agreed-upon changes) satisfactory to the Foundation by July 31, 2019, the Grantee shall return any unexpended or uncommitted Grant Funds to the Foundation, and the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds. Once approved by the Foundation, the final Budget shall supersede and replace the Project Budget initially attached hereto as Schedule C. The Grantee must adhere to the Project Budget. The Foundation must pre-approve any change of 10% or more in any line item. Any budgetary changes for activities not included in the Project must receive prior Foundation approval. The Foundation reserves the right to withhold funding if said expenditures are not consistent with the Project or in accordance with the Project Budget. In addition, indirect costs can in no event represent more than 15% of the Project Budget. For the purposes of this Agreement, indirect costs shall mean those costs that have been incurred by the Grantee that cannot be identified specifically in reference to a particular program but relate to several programs, including the Project. The Grantee must deposit the Grant Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest earned to the Project. Any additional income related to Grant Funds, including but not limited to dividends, interest or appreciation and currency fluctuation must be used for the Project. Interest earned must be reported to the Foundation in the Periodic Report.

(c) <u>Key Persons</u>. If the Grantee is notified that a key member of the Project (e.g. a director, project manager or performance management lead) (the "Key Person") will cease to devote substantially all of his or her business time and efforts to the Project, the Grantee shall notify the Foundation of such cessation within 3 business days. After receiving such notification, the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds if (a) such Key Person's position has not been filled within 60 days after such notification with a person possessing similar skills and capabilities, as determined by the Foundation in its sole discretion, (b) the Foundation has not been provided with documentation demonstrating that the person hired to fill such vacancy is well-qualified to fill the position, or (c) such Key Person does not again begin devoting all of his or her business time to the Project within 10 business days.

(d) <u>Media Documentation</u>. The Grantee shall use its best efforts to document the Project by facilitating and/or producing publications, audio or video programming, film or other media regarding the Project.

(e) <u>Restrictions on Distribution of Grant Funds</u>. The Grantee acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The Grantee will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, the Grantee confirms that no Grant Funds will be paid to, or on behalf of, U.S. Government officials, except as permitted under Treasury Regulation 53.4941(d)-3(e).

(f) <u>Modification of Project</u>. The Foundation may request that the Grantee modify the Project during the term of the Grant, provided any such modifications are reasonable in terms of financial resources. If the Foundation and the Grantee cannot reach an agreement about the terms of any such proposed modification, the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds.

Sub-Grants. It is understood that the Grantee may make sub-grants in (g) connection with the Project. The Grantee has the exclusive right to select such sub-grantees and any sub-contractors for the Project. The Foundation has not earmarked the use of the Grant Funds for any specific sub-grantee or sub-contractor. The Grantee may make payments to sub-grantees and subcontractors in currencies other than in U.S. Dollars; however, the Grantee must retain any gains/losses from currency exchanges in the Project Budget to be used for the Project specifically for sub-grants or sub-contracts, unless otherwise approved by the Foundation per Section 3(a). The Grantee shall also report any significant currency fluctuation to the Foundation. The Grantee is responsible for ensuring that all sub-grantees and sub-contractors use the Grant Funds for the purposes of the Grant and the Project. The Grantee shall not, and shall require that its sub-grantees and sub-contractors funded with proceeds of the Grant Funds not, make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any sub-grantee or sub-contractor. For the avoidance of doubt, any sub-grantees described in Schedule B, attached hereto, are listed as examples only, and it is within the sole discretion of the Grantee to determine whether such organizations, or any other organizations will in fact receive sub-grants.

(h) <u>Promotion of the Project</u>. The Grantee shall (i) work with the Foundation to maximize ongoing media opportunities including but not limited to Mayoral events, press releases, social media promotion, (ii) participate in, and provide leadership with respect to, creating communities of interest in the Project and (iii) work with the Foundation and consultants provided by Bloomberg Philanthropies to document the Project by facilitating and/or producing publications, audio or video programming, film or other media regarding the Project.

(i) <u>Cooperation with Consultants</u>. The Grantee shall cooperate with and provide information to the consultants provided by Bloomberg Philanthropies to serve as a learnings and technical assistance partner on the Project. Such cooperation shall include participating in monthly calls, periodic meetings and site visits, and providing information about the Project when requested.

4. Additional Project Funding and Continuity. To the extent that the Grant Funds do not cover the full cost of implementation of the Project as outlined by the Grantee and the Foundation in the Project Budget, the Grantee shall either secure additional sources of funding for the outstanding Project cost or work with the Foundation to modify the Project Budget to reduce or eliminate the need for additional funding. As part of the Metrics Reports (as described below), the Grantee shall include information on all fundraising milestones that are set in the Grantee's Implementation Plan. Such reports shall include information about potential and secured funding sources and progress towards fulfilling the cost of the Project. The Grantee shall submit a sustainability plan (the "Sustainability Plan") to the Foundation for review and approval by January 31, 2021, prior to the distribution of the final installment of Grant Funds. Assuming the Project is successful, the Sustainability Plan shall include the portion of the Budget that will transition onto the Grantee's public budget in the final year of the Grant Term, including the transition of the project manager position.

# 5. <u>Reporting</u>.

(a) <u>Financial Reports</u>. The Grantee shall provide semi-annual financial reports (the "Financial Reports"). The Financial Reports shall be due on the dates shown in the table below. Each Financial Report shall be in accordance with <u>Schedule D</u> attached hereto, signed by an appropriate officer of the Grantee and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Project Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Grant Funds described in Section 3(b) hereof and (ii) an assurance that the activities under the Grant and the Project have been conducted in conformity with the terms of this Agreement.

(b) <u>Metrics Reports</u>. The Grantee shall provide semi-annual reports on metrics in accordance with the format described in <u>Schedule D</u> attached hereto (the "Metrics Reports"). The Metrics Reports, which may be delivered to the Foundation electronically, shall be due as shown in the table below. The Metrics Reports shall also include copies of any media coverage of the Project and two copies of any publication, audio or video program, film or other media project produced by the Grantee under this Grant for archival and/or research purposes. The Foundation shall have the right to make, or obtain from the Grantee, additional copies of any Grant product and to disseminate such products.

(c) <u>Additional Items</u>. The Grantee shall immediately provide notice to the Foundation by electronic mail addressed to <u>legal@bloomberg.org</u>, and confirm that the Foundation has actually received such electronic mail, if it becomes aware, at any time during the Grant Term, of any of the following: (i) any misappropriation of Grant Funds or other assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by any of the Grantee's disqualified persons; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(d) <u>Report Details and Schedule</u>. Details and formats for all reports shall be specified by the Foundation prior to the date the first report is due hereunder. All reports should be submitted electronically to <u>reports@bloomberg.org</u> and <u>governmentinnovation@bloomberg.org</u> on or by the following dates:

Report Type and Frequency	Report Requirements	Report Due Date
Revised	Draft of revised Budget	July 31, 2019
Budget		
Metrics and	January 1, 2019 through June 30, 2019	July 31, 2019
Financial		
Reports		
Metrics and	July 1, 2019 through December 31, 2019	January 31, 2020
Financial		
Reports		

Metrics and	January 1, 2020 through June 30, 2020	July 31, 2020
Financial		
Reports		
Metrics and	July 1, 2020 through December 31, 2020	January 31, 2021
Financial		
Reports		
Metrics and	January 1, 2021 through June 30, 2021	July 31, 2021
Financial		
Reports		
Final	January 1, 2019 through December 31, 2021	February 15, 2022
Metrics and		
Financial		
Reports		

(e) The Grantee may be required to submit additional periodic reports as requested by the Foundation (format to be specified by the Foundation) on Project progress, including, after the date stated as the Grant ending date in Section 1 of this Agreement, reports with respect to committed but not yet disbursed Grant Funds and the reports described in <u>Schedule D</u> attached hereto.

(f) If any report is not submitted, further payments, if any, under this Grant or under any other Foundation grant to the Grantee may be withheld in the sole discretion of the Foundation.

6. <u>Record Maintenance and Inspection</u>. The Grantee shall make its books and records related to the Project available for inspection at reasonable times by the Foundation or its assignee. The Grantee shall maintain records of expenditures, as well as copies of the reports submitted to the Foundation, for at least four years after completion of the use of the Grant Funds. The Foundation may monitor and conduct evaluations of Grantee operations under the Grant. Such monitoring may include the Foundation's personnel or assignees: (i) visiting the Grantee to observe the Project, (ii) speaking with Grantee staff members regarding the Project and (iii) conducting a review of financial and other records related to the Project. The Grantee further agrees that prior to making grants to a Sub-Grantee, the Grantee will ensure that the Sub-Grantee maintains adequate records to enable the expenditure of Grant Funds to be easily and accurately confirmed. As a condition to receiving a grant from the Grantee, the Sub-Grantee must agree to make its books and records related to the Project available for inspection at reasonable times by the Foundation or the Foundation's assignee (including the Grantee and representatives of the Grantee), as set forth in the previous paragraph.

7. <u>Prohibition on Lobbying and Other Compliance with Tax Laws</u>. Under Section 501(c)(3) and described in Section 509(a) of the Internal Revenue Code of 1986, as amended (the "Code"), Grant Funds may not be used by the Grantee:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Project to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

8. <u>Grantee and Sub-Grantee Representation</u>. The Grantee represents that conduct by the Grantee and any Sub-Grantee of the activities described in <u>Schedules A, B, C</u> and <u>D</u> hereto in the manner described therein shall not cause the Grantee or any Sub-Grantee to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The Grantee further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by any of the Grantee's disqualified persons; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this Agreement on behalf of the Grantee represents and certifies that she or he has full, express power and authority to do so.

9. <u>Compliance</u>. If the Foundation is not satisfied with the progress of the Project, the content of any written report or the management of the Grantee, and if after any corrective action agreed upon between the Foundation and the Grantee has been taken, the Foundation is still not satisfied, the Foundation shall have the right to suspend or discontinue the funding of the Project or to cancel the Grant with regard to any unused or undistributed Grant Funds.

10. <u>Intellectual Property</u>. The Grantee hereby grants to the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sub-license, in all languages and all media now known or hereafter developed, all written work or other materials of any nature created by it under this Agreement ("the Work"). The Grantee acknowledges and agrees that no royalties will be paid for such license or use, total consideration being the grant described in this agreement. The Grantee agrees to further acknowledge and agree that Work, and all materials contained therein or prepared therefor, shall be deemed Licensed Materials under the terms of the Modified Creative Commons Attribution ShareAlike 4.0 International Public License, attached hereto as <u>Schedule E</u>.

11. <u>Warranty/Indemnity</u>. The Grantee represents, warrants and covenants that the Work is original and that it is the sole creator of the Work, except for any material incorporated into the Work created or owned by third parties, from whom the Grantee has obtained or will obtain, at its expense, all licenses necessary to incorporate and use such third-party material in the Work, including the right to sub-license to the Foundation such material incorporated into the Work. The Grantee further represents, warrants and covenants that the Work does not and will not contain any matter that is

obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. To the extent legally permissible by Texas law, the Grantee will indemnify and hold the Foundation, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.

# 12. Grant Announcements and Public Reports.

Grantee's Acknowledgement. The Grantee agrees to acknowledge the (a) Foundation's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Mayors Challenge and the Project (together, "Media Releases"). Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Bloomberg Philanthropies" rather than to the Foundation itself, (2) refer to the Mayors Challenge and state that the Project is one of the nine winning ideas of the Mayors Challenge, and (3) all written acknowledgements shall link to Bloomberg Philanthropies' website (www.bloomberg.org). The Grantee shall provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. Further, as a condition to receiving a grant from the Grantee, each Sub-Grantee must agree to acknowledge the Foundation's funding in Media Releases as set forth above and provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. To the extent that the Grantee provides Media Releases to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sub-license) all works contained or used in the Media Releases.

(b) <u>Foundation Acknowledgement.</u> The Foundation agrees that all trademarked or copyrighted works owned by the Grantee (including but not limited to logos, written material, photos, and other similar works provided by the Grantee to the Foundation) and provided to the Foundation, in any media, shall remain the property of the Grantee. To the extent that the Grantee provides any Media Release (and works contained therein) or trademarked or copyrighted works to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sub-license) all such works. Furthermore, the Grantee provides to the Foundation a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sublicensable (to affiliates) license, or sub-license, as the case may be, to use, display, reproduce, publicly perform, and make derivative works of, all such works, regardless of whether such works were created with the Grant Funds. The Foundation has the right to publicly acknowledge and announce, at its sole discretion, any relationship between the Foundation and the Grantee. Bloomberg Philanthropies' web site may include a brief description of the Grant. On occasion, Bloomberg Philanthropies also posts grantees' publications and other related items on its website.

13. <u>Grantee Contact.</u> The Grantee's primary contact for this Grant shall be the Project Director of the Project as determined by the Grantee and communicated to the Foundation by July 31, 2019. The Project Director will maintain day-to-day contact with Anne Emig at the Foundation.

14. <u>Representations and Covenants</u>. The Grantee represents, warrants and covenants to the Foundation that (a) it has and shall maintain during the Grant Term the proper licenses and rights

to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; and (d) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, the Foundation may request the Grantee to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel.

15. <u>Governing Law</u>. This Agreement shall be interpreted in accordance with the laws of the State of New York.

16. <u>Confidentiality</u>. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this Agreement.

17. <u>Entire Agreement and Amendment</u>. This Agreement constitutes the entire understanding between the Grantee and the Foundation with respect to the subject matter hereof and shall supersede all prior arrangements on such subject matter, whether made orally or in writing. This Agreement may not be amended except by written instrument executed by authorized representatives of both the Grantee and the Foundation.

18. <u>Notice</u>. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to the Grantee to: City of Georgetown ATTN: City Manager P.O. Box 409 Georgetown, TX 78626

With a copy to: City of Georgetown If to the Foundation to: Dahlia Prager, Esq. Bloomberg Philanthropies 25 East 78<sup>th</sup> Street New York, NY 10075 <u>legal@bloomberg.org</u>

With a copy to: Elizabeth Buckley Lewis, Esq. ATTN: City Attorney P.O. Box 409 Georgetown, TX 78626 Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019 <u>elewis@willkie.com</u>

19. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement shall not be assigned without the prior written consent of the Foundation. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

By:	By:
The Bloomberg Family Foundation Inc.	City of Georgetown
Name: Patricia E. Harris	Name:
Title: CEO	Title:
	Date:

[Signature Page to Grant Agreement]

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# Schedule A Initiative

# **Overview:** The Mayors Challenge

The Mayors Challenge is a competition to inspire cities to generate innovative ideas that solve major challenges and improve city life – and that ultimately can be shared and replicated by cities worldwide. Cities are uniquely positioned to encourage and foster the innovation, creativity, ideas, and solutions needed to tackle the pressing social and economic issues facing the world today – as well as meet the challenges of tomorrow. Yet with increasing needs and diminishing budgets, local governments must find innovative new ways to get work done. That is where the Mayors Challenge comes in – a competition for cities that inspires mayors and their partners to develop breakthrough solutions. Once winners are selected, Bloomberg Philanthropies works closely with each city to produce and track results, and capture implementation lessons. At completion of the Grant, successful Mayors Challenge projects will be "replication ready," meaning that they achieved six key criteria:

- Projects are implemented at sufficient scale
- Evidence has been gathered demonstrating impact
- **Project model has been refined** to reflect learnings from implementation, assessment, and user feedback
- Value of the project to other cities is clear, and has been documented
- Mayor is publicly engaged and excited to be a worldwide leader on the issue
- Project has funding (public/otherwise) be sustained beyond the 3 year Grant

The United States Mayors Challenge awarded prizes (nine \$1,000,000 prizes) to the cities that generated the boldest and most replicable ideas.

Georgetown has been awarded a \$1,000,000 prize for use in implementing its winning idea, partnering with residents to install solar panels and battery storage in their homes with the end goal of making Georgetown the first energy independent community in the United States.

# Schedule B Proposal

# **Project Description:**

Georgetown, TX: Making the energy grid both lower cost and more resilient with local renewable energy.

# The Problem

While the City of Georgetown (hereinafter, the "City") is the first and largest city in Texas to secure 100 percent of its purchased power from renewable sources, there are concerns about cost uncertainty, reliability, and safety related to transporting that energy over long distances.

# The Idea

The City will become the first energy independent community in the country by partnering with residents to install solar panels and battery storage at their homes.

# Implementation Details

The City's plan is organized into the following major work streams. Please note, specific deliverables related to these milestones will be agreed upon in conjunction with the Foundation:

Work Stream 1: Equipment - install and support batteries and panels
Work Stream 2: Marketing and Sales - recruit new customers
Work Stream 3: Resource Management - warehouse space, daily operations, etc.
Work Stream 4: Communications - press releases and city council review

Detailed implementation plans, metrics, and budgets will be submitted on an annual basis and approved by the Foundation. Once approved, amendments to the Agreement will reflect these milestones and budgets and the City will be held accountable for meeting them.

# Coordination with the Foundation

The City will coordinate with the Foundation and on the implementation of all aspects of the Project in accordance with the Agreement. In particular, the City will:

Establish a Staffing Plan. The Project's staffing plan will be created with, and approved by the Foundation.

<u>Employ a Qualified Full-Time Project Director</u>. The Project Director will oversee the Project implementation and be responsible for coordinating with the Foundation, its partners and consultants.

<u>Document Learnings To Support Replication</u>. The City will work with the Foundation, its partners and its consultants to distill, document, and disseminate key project learnings so that the Project can be adapted for other marketplaces.

<u>Cooperate with the Foundation and its Consultants</u>. The City shall cooperate with the Foundation on all aspects of the Project including implementation, communications, reporting and evaluation activities.

Such cooperation shall include (but is not limited to) participating in monthly calls, periodic meetings and site visits, providing information about the Project when requested, submitting timely reports, and working with consultants to promote or assess the Project. Following the execution of the Agreement, the City will work with the Foundation and its consultants to create detailed implementation plans and budgets will guide all work moving forward. Implementation plans and budgets will be revisited on an annual basis.

<u>Promote the Project</u>. The City shall work with the Foundation and its partners to maximize ongoing media opportunities for the Mayors Challenge and its efforts. This shall include, but not be limited to:

- a. Regular mention of the Mayors Challenge-winning Project and its work in social media, using the Mayors Challenge hashtag (#mayorschallenge);
- b. Monthly submission of at least four high-resolution images and/or videos related to the Mayors Challenge work for use in social and other Bloomberg Philanthropies' media;
- c. Mayoral announcements about the Project Team's work and the impact of the Project; and
- d. Regular (at least semi-annual) public updates on progress of initiatives developed by the Mayors Challenge Project and its impact on citizens.

Any press releases or other public materials should be shared with the Foundation at least 3 business days in advance of publication for review and approval. Press releases concerning the City's Mayors Challenge Project are to include the following standard language:

"Georgetown was one of the winners of the 2018 Bloomberg Philanthropies Mayors Challenge, an ideas competition that encourages cities to generate innovative ideas that solve major challenges and improve city life – and have the potential to spread."

# Schedule C Budget

[To be included in final PDF]

# Schedule D Reporting Requirements

The Grantee will report on a semi-annual basis. All materials should be submitted together using, where supplied, the templates provided by the Foundation.

#### Narrative Report

The Grantee will provide narrative updates on grant activities. Content of the report will be specified by the Foundation prior to the reporting deadline. The update can take the form of a brief (approximately five-page) memo.

#### Interest in Replication

The Grantee will track and list inquiries from cities and other parties interested in replicating, or learning more about, the Project using a template to be supplied by the Foundation. The Grantee will share lessons on a semi-annual basis and coordinate with the Foundation on replication.

#### Media & Public Events

The Grantee will track and list media coverage, city announcements and participation in public events using a template to be supplied by the Foundation.

#### Spending of Grant Funds

The Grantee will provide a high-level summary of spending of grant funds using a template to be supplied by the Foundation.

# Metrics and Measurement

The Grantee will provide updates on key quantitative results and measures using a template to be supplied by the Foundation.

# Mayoral Calls

The Grantee will organize 2 calls each year between the Mayor and Foundation. The calls will focus on the status of the Project.

# Fundraising

To the extent that the grant from the Foundation does not cover the full project cost, the Grantee will secure necessary sources of funds for implementation of the project and report to the Foundation on all fundraising milestones that are set in the Grantee's implementation plan.

# Schedule E Modified Creative Commons Attribution ShareAlike 4.0 International Public License

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- j. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- k. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- 1. You means the individual or entity exercising the Licensed Rights under this Public License. Your has a corresponding meaning.

# Section 2 – Scope.

# a. License Grant.

- 1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
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- 5. Downstream Recipients.
  - A. <u>Offer from the Licensor Licensed Material</u>. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.

- B. <u>Additional Offer from the Licensor Adapted Material</u>. Every recipient of Adapted Material from You automatically receives an offer from the Licensor to exercise the Licensed Rights in the Adapted Material under the conditions of the Adapter's License You apply.
- C. <u>No Downstream Restrictions</u>. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.
- 6. <u>No Endorsement</u>. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3(a)(1)(A)(i).

# b. Other Rights.

- 1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
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# Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

# a. Attribution.

- 1. If You Share the Licensed Material (including in modified form), You must:
  - A. Retain the following with the Licensed Material:
    - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
    - ii. a copyright notice;
    - iii. a notice that refers to this Public License;

- iv. a notice that refers to the disclaimer of warranties; and
- v. a URL or hyperlink to the Licensed Material to the extent reasonably practicable.
- B. Indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
- C. Indicate the Licensed Material is licensed under this Public License, and include the text of, or the URL or hyperlink to, this Public License.
- 2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URL or hyperlink to a resource that includes the required information.
- 3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.

# b. ShareAlike.

In addition to the conditions in Section 3(a), if You Share Adapted Material You produce, the following conditions also apply.

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- c. You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Public License where the Licensed Rights include other IP Rights.

# Section 5 – Disclaimer of Warranties and Limitation of Liability.

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- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability to the greatest extent possible under applicable law.

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- 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
- 2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

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- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed in writing.
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#### DRAFT 124/8/19/18

#### GRANT AGREEMENT BETWEEN THE BLOOMBERG FAMILY FOUNDATION INC. AND THE CITY OF GEORGETOWN

GRANT AGREEMENT (hereinafter referred to as the "Agreement") made as of the 1<sup>st</sup> day of January, 2019 by and between The Bloomberg Family Foundation Inc. (the "Foundation") and the City of Georgetown (the "Grantee").

WHEREAS, the Foundation has created the U.S. Mayors Challenge (the "Mayors Challenge") to inspire American cities to generate innovative ideas that solve major challenges and improve city life – and that ultimately can be shared with cities around the world;

WHEREAS, the specific, primary goals of the Mayors Challenge (as more fully described in <u>Schedule A</u> hereto) are to (1) increase the number of innovative, local solutions to global urban problems, which are viable in multiple cities and implementable by local governments, (2) drive significant public discussion about the role of cities and mayors in solving our toughest challenges and (3) provide a platform to help these ideas spread around the world;

WHEREAS, the Grantee has been selected as a winner of the Mayors Challenge for its project to make the energy grid both lower-cost and more resilient with local renewable energy (the "Project");

WHEREAS, the purposes of the prize and this Grant are to support the implementation of the Project and to build a foundation for future replication if the Project is successful, and the Grantee is committed to these efforts; and

WHEREAS, the Foundation wishes to make a contribution to the Grantee to provide support to the Grantee to help implement the Project;

NOW, THEREFORE, THE FOUNDATION AND THE GRANTEE AGREE AS FOLLOWS:

1. <u>Grant.</u> The Foundation has pledged and agreed that the Grantee will receive cash or cash equivalents in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000) (hereinafter sometimes referred to as the "Grant" and the "Grant Funds"). Grant Funds shall be available during the period beginning on January 1, 2019 and ending on December 31, 2021 or such earlier or later termination date as provided in this Agreement (the "Grant Term"). Grant Funds shall be paid in U.S. Dollars. Grant Funds will be paid in four installments after receipt by the Foundation of the enclosed countersigned copy of this Agreement and according to the following payment schedule and instructions for payment:

ID#51617.01

Payment Date	Payment Amount	Contingent Upon
On or before 30 days following the Foundation's receipt of the countersigned copy of this Agreement	Not to Exceed \$100,000	Receipt by the Foundation of countersigned copy of this Agreement
On or before August 31, 2019	Approved 2019 Budget (less \$100,000)	<ul> <li>Completion and approval of Implementation Plan and detailed Budget</li> <li>Hiring of a Project Director</li> <li>Compliance with all other terms of this Agreement</li> </ul>
On or before February 28, 2020	Approved 2020 Budget	<ul> <li>Timely reports and satisfactory progress with respect to the Project</li> <li>Compliance with all other terms of this Agreement</li> </ul>
On or before February 28, 2021	Approved 2021 Budget	<ul> <li>Completion and approval of Sustainability Plan, if required</li> <li>Timely reports and satisfactory progress with respect to the Project</li> <li>Compliance with all other terms of this Agreement, including moving the project manager position onto the Grantee's public budget in the final year of the Grant Term</li> </ul>

2. <u>Purpose.</u> The Grant shall be used by the Grantee to create the Project, partnering with residents to install solar panels and battery storage in their homes with the end goal of making Georgetown the first energy independent community in the United States, as further described in <u>Schedule B</u> attached hereto and in a manner consistent with the Project as outlined in this Agreement, the schedules attached hereto and the Project budget as set forth on <u>Schedule C</u> attached hereto (the "Project Budget" or the "Budget").

#### 3. <u>Use of Grant Funds.</u>

(a) <u>Scope and Budget</u>. Under United States law, Grant Funds may be expended only for charitable, scientific, literary or educational purposes. This Grant is made only for the purposes stated in this Agreement and the Schedules attached hereto, and Grant Funds shall be used for such purposes in accordance with the Project Budget described in Section 3(b). Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to the Foundation, unless otherwise authorized in writing by the Foundation.

(b) <u>Budget</u>. The Project Budget has been developed to cover all costs related to the Project and the Foundation's funding of the Project. The Project Budget is currently allocated among budget lines based on the Grantee's and the Foundation's estimates of the appropriate allocation.

A revised Budget for the Project shall be developed and submitted for the Foundation's review and approval by MarchJuly 31, 2019. The Grantee and the Foundation shall work together to make any further changes to such draft, and if the Grantee has not provided to the Foundation a final Budget (incorporating any agreed-upon changes) satisfactory to the Foundation by July 31, 2019, the Grantee shall return any unexpended or uncommitted Grant Funds to the Foundation, and the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds. Once approved by the Foundation, the final Budget shall supersede and replace the Project Budget initially attached hereto as Schedule C. The Grantee must adhere to the Project Budget. The Foundation must pre-approve any change of 10% or more in any line item. Any budgetary changes for activities not included in the Project must receive prior Foundation approval. The Foundation reserves the right to withhold funding if said expenditures are not consistent with the Project or in accordance with the Project Budget. In addition, indirect costs can in no event represent more than 15% of the Project Budget. For the purposes of this Agreement, indirect costs shall mean those costs that have been incurred by the Grantee that cannot be identified specifically in reference to a particular program but relate to several programs, including the Project. The Grantee must deposit the Grant Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest earned to the Project. Any additional income related to Grant Funds, including but not limited to dividends, interest or appreciation and currency fluctuation must be used for the Project. Interest earned must be reported to the Foundation in the Periodic Report.

(c) <u>Key Persons</u>. If the Grantee is notified that a key member of the Project (e.g. a director, project manager or performance management lead) (the "Key Person") will cease to devote substantially all of his or her business time and efforts to the Project, the Grantee shall notify the Foundation of such cessation within 3 business days. After receiving such notification, the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds if (a) such Key Person's position has not been filled within 60 days after such notification with a person possessing similar skills and capabilities, as determined by the Foundation in its sole discretion, (b) the Foundation has not been provided with documentation demonstrating that the person hired to fill such vacancy is well-qualified to fill the position, or (c) such Key Person does not again begin devoting all of his or her business time to the Project within 10 business days.

(d) <u>Media Documentation</u>. The Grantee shall use its best efforts to document the Project by facilitating and/or producing publications, audio or video programming, film or other media regarding the Project.

(e) <u>Restrictions on Distribution of Grant Funds</u>. The Grantee acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The Grantee will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, the Grantee confirms that no Grant Funds will be paid to, or on behalf of, U.S. Government officials, except as permitted under Treasury Regulation 53.4941(d)-3(e). (f) <u>Modification of Project</u>. The Foundation may request that the Grantee modify the Project during the term of the Grant, provided any such modifications are reasonable in terms of financial resources. If the Foundation and the Grantee cannot reach an agreement about the terms of any such proposed modification, the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds.

Sub-Grants. It is understood that the Grantee may make sub-grants in (g) connection with the Project. The Grantee has the exclusive right to select such sub-grantees and any sub-contractors for the Project. The Foundation has not earmarked the use of the Grant Funds for any specific sub-grantee or sub-contractor. The Grantee may make payments to sub-grantees and subcontractors in currencies other than in U.S. Dollars; however, the Grantee must retain any gains/losses from currency exchanges in the Project Budget to be used for the Project specifically for sub-grants or sub-contracts, unless otherwise approved by the Foundation per Section 3(a). The Grantee shall also report any significant currency fluctuation to the Foundation. The Grantee is responsible for ensuring that all sub-grantees and sub-contractors use the Grant Funds for the purposes of the Grant and the Project. The Grantee shall not, and shall require that its sub-grantees and sub-contractors funded with proceeds of the Grant Funds not, make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any sub-grantee or sub-contractor. For the avoidance of doubt, any sub-grantees described in Schedule B, attached hereto, are listed as examples only, and it is within the sole discretion of the Grantee to determine whether such organizations, or any other organizations will in fact receive sub-grants.

(h) <u>Promotion of the Project</u>. The Grantee shall (i) work with the Foundation to maximize ongoing media opportunities including but not limited to Mayoral events, press releases, social media promotion, (ii) participate in, and provide leadership with respect to, creating communities of interest in the Project and (iii) work with the Foundation and consultants provided by Bloomberg Philanthropies to document the Project by facilitating and/or producing publications, audio or video programming, film or other media regarding the Project.

(i) <u>Cooperation with Consultants</u>. The Grantee shall cooperate with and provide information to the consultants provided by Bloomberg Philanthropies to serve as a learnings and technical assistance partner on the Project. Such cooperation shall include participating in monthly calls, periodic meetings and site visits, and providing information about the Project when requested.

4. <u>Additional Project Funding and Continuity</u>. To the extent that the Grant Funds do not cover the full cost of implementation of the Project <u>as outlined by the Grantee and the Foundation in the Project Budget</u>, the Grantee shall <u>either</u> secure additional sources of funding for the outstanding Project cost <u>or work with the Foundation to modify the Project Budget to reduce or eliminate the need for additional funding</u>. As part of the Metrics Reports (as described below), the Grantee shall include information on all fundraising milestones that are set in the Grantee's Implementation Plan. Such reports shall include information about potential and secured funding sources and progress towards fulfilling the cost of the Project. If the Project is successful (as reasonably determined by the Foundation by February 28, 2021), the Grantee shall sustain the Project beyond the Grant Term period and The Grantee shall submit a sustainability plan (the "Sustainability Plan") to the Foundation for review and approval by January 31, 2021, prior to the distribution of the final installment of Grant Funds. The Assuming the Project is successful, the Sustainability Plan shall include the portion of the

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Budget that will transition onto the Grantee's public budget in the final year of the Grant Term, including the transition of the project manager position.

## 5. <u>Reporting</u>.

(a) <u>Financial Reports</u>. The Grantee shall provide semi-annual financial reports (the "Financial Reports"). The Financial Reports shall be due on the dates shown in the table below. Each Financial Report shall be in accordance with <u>Schedule</u> D attached hereto, signed by an appropriate officer of the Grantee and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Project Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Grant Funds described in Section 3(b) hereof and (ii) an assurance that the activities under the Grant and the Project have been conducted in conformity with the terms of this Agreement.

(b) <u>Metrics Reports</u>. The Grantee shall provide semi-annual reports on metrics in accordance with the format described in <u>Schedule D</u> attached hereto (the "Metrics Reports"). The Metrics Reports, which may be delivered to the Foundation electronically, shall be due as shown in the table below. The Metrics Reports shall also include copies of any media coverage of the Project and two copies of any publication, audio or video program, film or other media project produced by the Grantee under this Grant for archival and/or research purposes. The Foundation shall have the right to make, or obtain from the Grantee, additional copies of any Grant product and to disseminate such products.

(c) <u>Additional Items</u>. The Grantee shall immediately provide notice to the Foundation by electronic mail addressed to <u>legal@bloomberg.org</u>, and confirm that the Foundation has actually received such electronic mail, if it becomes aware, at any time during the Grant Term, of any of the following: (i) any misappropriation of Grant Funds or other assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by any of the Grantee's disqualified persons; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(d) <u>Report Details and Schedule</u>. Details and formats for all reports shall be specified by the Foundation prior to the date the first report is due hereunder. All reports should be submitted electronically to <u>reports@bloomberg.org</u> and <u>governmentinnovation@bloomberg.org</u> on or by the following dates:

Report Type and Frequency	Report Requirements	Report Due Date
Revised Budget	Draft of revised Budget	July 31, 2019
Metrics and Financial Reports	January 1, 2019 through June 30, 2019	July 31, 2019

Metrics and	July 1, 2019 through December 31, 2019	January 31, 2020
Financial		
Reports		
Metrics and	January 1, 2020 through June 30, 2020	July 31, 2020
Financial		
Reports		
Metrics and	July 1, 2020 through December 31, 2020	January 31, 2021
Financial		
Reports		
Metrics and	January 1, 2021 through June 30, 2021	July 31, 2021
Financial		
Reports		
Final	January 1, 2019 through December 31, 2021	February 15, 2022
Metrics and		
Financial		
Reports		

(e) The Grantee may be required to submit additional periodic reports as requested by the Foundation (format to be specified by the Foundation) on Project progress, including, after the date stated as the Grant ending date in Section 1 of this Agreement, reports with respect to committed but not yet disbursed Grant Funds and the reports described in <u>Schedule D</u> attached hereto.

(f) If any report is not submitted, further payments, if any, under this Grant or under any other Foundation grant to the Grantee may be withheld in the sole discretion of the Foundation.

6. <u>Record Maintenance and Inspection</u>. The Grantee shall make its books and records related to the Project available for inspection at reasonable times by the Foundation or its assignee. The Grantee shall maintain records of expenditures, as well as copies of the reports submitted to the Foundation, for at least four years after completion of the use of the Grant Funds. The Foundation may monitor and conduct evaluations of Grantee operations under the Grant. Such monitoring may include the Foundation's personnel or assignees: (i) visiting the Grantee to observe the Project, (ii) speaking with Grantee staff members regarding the Project and (iii) conducting a review of financial and other records related to the Project. The Grantee further agrees that prior to making grants to a Sub-Grantee, the Grantee will ensure that the Sub-Grantee maintains adequate records to enable the expenditure of Grant Funds to be easily and accurately confirmed. As a condition to receiving a grant from the Grantee, the Sub-Grantee must agree to make its books and records related to the Project available for inspection at reasonable times by the Foundation or the Foundation's assignee (including the Grantee and representatives of the Grantee), as set forth in the previous paragraph.

7. <u>Prohibition on Lobbying and Other Compliance with Tax Laws</u>. Under Section 501(c)(3) and described in Section 509(a) of the Internal Revenue Code of 1986, as amended (the "Code"), Grant Funds may not be used by the Grantee:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii)

communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Project to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

8. <u>Grantee and Sub-Grantee Representation</u>. The Grantee represents that conduct by the Grantee and any Sub-Grantee of the activities described in <u>Schedules A, B, C</u> and <u>D</u> hereto in the manner described therein shall not cause the Grantee or any Sub-Grantee to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The Grantee further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by any of the Grantee's disqualified persons; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this Agreement on behalf of the Grantee represents and certifies that she or he has full, express power and authority to do so.

9. <u>Compliance</u>. If the Foundation is not satisfied with the progress of the Project, the content of any written report or the management of the Grantee, and if after any corrective action agreed upon between the Foundation and the Grantee has been taken, the Foundation is still not satisfied, the Foundation shall have the right to suspend or discontinue the funding of the Project or to cancel the Grant with regard to any unused or undistributed Grant Funds.

10. <u>Intellectual Property</u>. The Grantee hereby grants to the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sub-license, in all languages and all media now known or hereafter developed, all written work or other materials of any nature created by it under this Agreement ("the Work"). The Grantee acknowledges and agrees that no royalties will be paid for such license or use, total consideration being the grant described in this agreement. The Grantee agrees to further acknowledge and agree that Work, and all materials contained therein or prepared therefor, shall be deemed Licensed Materials under the terms of the Modified Creative Commons Attribution ShareAlike 4.0 International Public License, attached hereto as <u>Schedule E</u>.

11. <u>Warranty/Indemnity</u>. The Grantee represents, warrants and covenants that the Work is original and that it is the sole creator of the Work, except for any material incorporated into the Work created or owned by third parties, from whom the Grantee has obtained or will obtain, at its

expense, all licenses necessary to incorporate and use such third-party material in the Work, including the right to sub-license to the Foundation such material incorporated into the Work. The Grantee further represents, warrants and covenants that the Work does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. TheTo the extent legally permissible by Texas law, the Grantee will indemnify and hold the Foundation, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.

#### 12. Grant Announcements and Public Reports.

Grantee's Acknowledgement. The Grantee agrees to acknowledge the (a) Foundation's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Mayors Challenge and the Project (together, "Media Releases"). Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Bloomberg Philanthropies" rather than to the Foundation itself, (2) refer to the Mayors Challenge and state that the Project is one of the nine winning ideas of the Mayors Challenge, and (3) all written acknowledgements shall link to Bloomberg Philanthropies' website (www.bloomberg.org). The Grantee shall provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. Further, as a condition to receiving a grant from the Grantee, each Sub-Grantee must agree to acknowledge the Foundation's funding in Media Releases as set forth above and provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. To the extent that the Grantee provides Media Releases to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sub-license) all works contained or used in the Media Releases.

(b) <u>Foundation Acknowledgement.</u> The Foundation agrees that all trademarked or copyrighted works owned by the Grantee (including but not limited to logos, written material, photos, and other similar works provided by the Grantee to the Foundation) and provided to the Foundation, in any media, shall remain the property of the Grantee. To the extent that the Grantee provides any Media Release (and works contained therein) or trademarked or copyrighted works to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sub-license) all such works. Furthermore, the Grantee provides to the Foundation a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sublicensable (to affiliates) license, or sub-license, as the case may be, to use, display, reproduce, publicly perform, and make derivative works of, all such works, regardless of whether such works were created with the Grant Funds. The Foundation has the right to publicly acknowledge and announce, at its sole discretion, any relationship between the Foundation and the Grantee. Bloomberg Philanthropies' web site may include a brief description of the Grant. On occasion, Bloomberg Philanthropies also posts grantees' publications and other related items on its website.

13. <u>Grantee Contact.</u> The Grantee's primary contact for this Grant shall be the Project Director of the Project as determined by the Grantee and communicated to the Foundation by <u>April 30July 31</u>, 2019. The Project Director will maintain day-to-day contact with Anne Emig at the Foundation.

14. <u>Representations and Covenants</u>. The Grantee represents, warrants and covenants to the Foundation that (a) it has and shall maintain during the Grant Term the proper licenses and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; and (d) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, the Foundation may request the Grantee to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel.

15. <u>Governing Law</u>. This Agreement shall be interpreted in accordance with the laws of the State of New York.

16. <u>Confidentiality</u>. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this Agreement.

17. <u>Entire Agreement and Amendment</u>. This Agreement constitutes the entire understanding between the Grantee and the Foundation with respect to the subject matter hereof and shall supersede all prior arrangements on such subject matter, whether made orally or in writing. This Agreement may not be amended except by written instrument executed by authorized representatives of both the Grantee and the Foundation.

18. <u>Notice</u>. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to the Grantee to <sup>4</sup> :	If to the Foundation to:
[ <mark>NAME</mark> ]	- Dahlia Prager, Esq
City of Georgetown	Dahlia Prager, Esq.
ATTN: City Manager	Bloomberg Philanthropies
<del>113 E. 8<sup>th</sup> Street</del> P.O. Box 409	25 East 78th Street
Georgetown, TX 78626	New York, NY 10075
[ <mark>EMAIL</mark> ]	legal@bloomberg.org

<sup>4</sup>-Georgetown team: Could you please provide the information for the highlighted portions?

With a computer	—With a copy to:
With a copy to: City of Georgetown	Elizabeth Buckley Lewis, Esq.
ATTN: City Attorney	Willkie Farr & Gallagher LLP —
P.O. Box 409 Georgetown, TX 78626	787 Seventh Avenue New York, NY 10019 elewis@willkie.com

19. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement shall not be assigned without the prior written consent of the Foundation. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

#### [SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

By:	By:
The Bloomberg Family Foundation Inc.	City of Georgetown
Name: Patricia E. Harris	Name:
Title: CEO	Title:
	Date:

[Signature Page to Grant Agreement]

Schedule A Initiative

#### **Overview:** The Mayors Challenge

The Mayors Challenge is a competition to inspire cities to generate innovative ideas that solve major challenges and improve city life – and that ultimately can be shared and replicated by cities worldwide. Cities are uniquely positioned to encourage and foster the innovation, creativity, ideas, and solutions needed to tackle the pressing social and economic issues facing the world today – as well as meet the challenges of tomorrow. Yet with increasing needs and diminishing budgets, local governments must find innovative new ways to get work done. That is where the Mayors Challenge comes in – a competition for cities that inspires mayors and their partners to develop breakthrough solutions. Once winners are selected, Bloomberg Philanthropies works closely with each city to produce and track results, and capture implementation lessons. At completion of the Grant, successful Mayors Challenge projects will be "replication ready," meaning that they achieved six key criteria:

- Projects are implemented at sufficient scale
- Evidence has been gathered demonstrating impact
- **Project model has been refined** to reflect learnings from implementation, assessment, and user feedback
- Value of the project to other cities is clear, and has been documented
- o Mayor is publicly engaged and excited to be a worldwide leader on the issue
- Project has funding (public/otherwise) be sustained beyond the 3 year Grant

The United States Mayors Challenge awarded prizes (nine \$1,000,000 prizes) to the cities that generated the boldest and most replicable ideas.

Georgetown has been awarded a \$1,000,000 prize for use in implementing its winning idea, partnering with residents to install solar panels and battery storage in their homes with the end goal of making Georgetown the first energy independent community in the United States.

Schedule B Proposal

#### Project Description:

Georgetown, TX: Making the energy grid both lower cost and more resilient with local renewable energy.

#### The Problem

While the City of Georgetown (hereinafter, the "City") is the first and largest city in Texas to secure 100 percent of its purchased power from renewable sources, there are concerns about cost uncertainty, reliability, and safety related to transporting that energy over long distances.

#### The Idea

The City will become the first energy independent community in the country by partnering with residents to install solar panels and battery storage at their homes.

#### Implementation Details

The City's plan is organized into the following major work streams. Please note, specific deliverables related to these milestones will be agreed upon in conjunction with the Foundation:

Work Stream 1: Equipment - install and support batteries and panels

Work Stream 2: Marketing and Sales - recruit new customers

Work Stream 3: Resource Management - warehouse space, daily operations, etc.

Work Stream 4: Communications - press releases and city council review

Detailed implementation plans, metrics, and budgets will be submitted on an annual basis and approved by the Foundation. Once approved, amendments to the Agreement will reflect these milestones and budgets and the City will be held accountable for meeting them.

#### Coordination with the Foundation

The City will coordinate with the Foundation and on the implementation of all aspects of the Project in accordance with the Agreement. In particular, the City will:

Establish a Staffing Plan. The Project's staffing plan will be created with, and approved by the Foundation.

<u>Employ a Qualified Full-Time Project Director</u>. The Project Director will oversee the Project implementation and be responsible for coordinating with the Foundation, its partners and consultants.

<u>Document Learnings To Support Replication</u>. The City will work with the Foundation, its partners and its consultants to distill, document, and disseminate key project learnings so that the Project can be adapted for other marketplaces.

<u>Cooperate with the Foundation and its Consultants</u>. The City shall cooperate with the Foundation on all aspects of the Project including implementation, communications, reporting and evaluation activities.

Such cooperation shall include (but is not limited to) participating in monthly calls, periodic meetings and site visits, providing information about the Project when requested, submitting timely reports, and working with consultants to promote or assess the Project. Following the execution of the Agreement, the City will work with the Foundation and its consultants to create detailed implementation plans and budgets will guide all work moving forward. Implementation plans and budgets will be revisited on an annual basis.

<u>Promote the Project</u>. The City shall work with the Foundation and its partners to maximize ongoing media opportunities for the Mayors Challenge and its efforts. This shall include, but not be limited to:

- a. Regular mention of the Mayors Challenge-winning Project and its work in social media, using the Mayors Challenge hashtag (#mayorschallenge);
- b. Monthly submission of at least four high-resolution images and/or videos related to the Mayors Challenge work for use in social and other Bloomberg Philanthropies' media;
- c. Mayoral announcements about the Project Team's work and the impact of the Project; and
- d. Regular (at least semi-annual) public updates on progress of initiatives developed by the Mayors Challenge Project and its impact on citizens.

Any press releases or other public materials should be shared with the Foundation at least 3 business days in advance of publication for review and approval. Press releases concerning the City's Mayors Challenge Project are to include the following standard language:

"Georgetown was one of the winners of the 2018 Bloomberg Philanthropies Mayors Challenge, an ideas competition that encourages cities to generate innovative ideas that solve major challenges and improve city life – and have the potential to spread."

Secure Necessary Funds to Implement and Sustain the Project. To the extent that the Grant from the Foundation does not cover the full Project cost, the City will secure necessary sources of funds for implementation of the Project and report to the Foundation on all fundraising milestones that are set in the City's implementation plan. Fundraising reports will include potential sources and progress towards "fully funded." Furthermore, if the Project is successful, the City is expected to sustain the Project beyond the life of the Grant; the City will complete a sustainability plan, including what portion of the budget will transition onto the public budget in the final year of the Grant, prior to receiving the final payment.

Schedule C Budget

[To be included in final PDF]

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## Schedule D Reporting Requirements

The Grantee will report on a semi-annual basis. All materials should be submitted together using, where supplied, the templates provided by the Foundation.

#### Narrative Report

The Grantee will provide narrative updates on grant activities. Content of the report will be specified by the Foundation prior to the reporting deadline. The update can take the form of a brief (approximately five-page) memo.

#### Interest in Replication

The Grantee will track and list inquiries from cities and other parties interested in replicating, or learning more about, the Project using a template to be supplied by the Foundation. The Grantee will share lessons on a semi-annual basis and coordinate with the Foundation on replication.

#### Media & Public Events

The Grantee will track and list media coverage, city announcements and participation in public events using a template to be supplied by the Foundation.

#### Spending of Grant Funds

The Grantee will provide a high-level summary of spending of grant funds using a template to be supplied by the Foundation.

#### Metrics and Measurement

The Grantee will provide updates on key quantitative results and measures using a template to be supplied by the Foundation.

#### Mayoral Calls

The Grantee will organize 2 calls each year between the Mayor and Foundation. The calls will focus on the status of the Project.

#### Fundraising

To the extent that the grant from the Foundation does not cover the full project cost, the Grantee will secure necessary sources of funds for implementation of the project and report to the Foundation on all fundraising milestones that are set in the Grantee's implementation plan.

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## Schedule E Modified Creative Commons Attribution ShareAlike 4.0 International Public License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this modified Creative Commons Attribution ShareAlike 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

#### Section 1 – Definitions.

- a. Adapted Material means material subject to IP Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the IP Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.
- b. Adapter's License means the license You apply to Your IP Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Public License.
- c. **IP Rights** means all intellectual property rights recognized under applicable law, including without limitation, patent, trademark, trade secret, copyright, and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, preexisting patent rights and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section 2(b)(1)-(2) are not IP Rights granted to You by Licensor under this Public License.
- d. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
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**BUDGET - INSTRUCTIONS:** 

Please complete the budget for the full implementation of your idea in the spreadsheet provided.

Final Application Budget					
Personnel	Year 1	Year 2	Year 3	Total	Notes
Labor (staff salaries)					
Project Manager	USD 100,000	USD 100,000	USD 100,000	USD 300,000	Full time Project Manager - Grant funded then absorbed
Manager of Resource Planning and Integration	USD 50,000	USD 50,000	USD 50,000	USD 150,000	Part time resource of existing staff - City Funded
Maintenance crews	USD 288	USD 288	USD 1,296	USD 1,872	Service calls by existing staff - Grant Funded
Subtot	al USD 150,288	USD 150,288	USD 151,296	USD 451,872	
Sub-Contracts/Consulting					
McCord Engineering	USD 57,600	USD 57,600	USD 57,600	USD 172,800	Civil work and Electric Model update - Grant Funded
Scott Deatherage	USD 15,000	USD 5,000	USD 5,000	USD 25,000	Legal Consulting - Previous Grant Funds
Contract Bidding Firm	USD 10,000			USD 10,000	2-RFPs to line up supply vendors for solar and batteries
Subtot	al USD 82,600	USD 62,600	USD 62,600	USD 207,800	
Personnel Subtot	al USD 232,888	USD 212,888	USD 213,896	USD 659,672	
Direct Costs	Costs	Costs	Costs	Costs	
Supplies					
Misc supplies	USD 1,000	USD 1,000	USD 1,000	USD 3,000	Office supplies and small tools
Subtot	al USD 1,000	USD 1,000	USD 1,000	USD 3,000	
Equipment					
Batteries including installation	USD 120,000	USD 120,000	USD 120,000	USD 360,000	950kW, 200kWh batteries
Solar Panels and related equipment and Installation	USD 40,800	USD 40,800	USD 51,000	USD 132,600	78kWs of solar, about 13 homes
Subtot	al USD 160,800	USD 160,800	USD 171,000	USD 492,600	
Direct Costs Subtot	al USD 161,800	USD 161,800	USD 172,000	USD 495,600	
Indirect Costs	Costs	Costs	Costs	Costs	
Advertising/Media/Communications					
Communications Staff	USD 35,000	USD 35,000	USD 35,000	USD 105,000	Half time staff to run media relations on project - City
Communications Misc Materials	USD 5,000	USD 5,000	USD 5,000	USD 15,000	Neighborhood advertising and promoting/meetings
Subtot	al USD 40,000	USD 40,000	USD 40,000	USD 120,000	
Travel/Meetings/Workshops (Travel related to grant activities)	-	-		1	
Subtot	al USD 0	USD 0	USD 0	USD 0	
Indirect Costs Subtot	al USD 40,000	USD 40,000	USD 40,000	USD 120,000	
Other costs	Costs	Costs	Costs	Costs	
Other Costs Subcategory 1					
ROW/Easement process	USD 9,600	USD 9,600	USD 9,600	USD 28,800	Legal paperwork and time related to property rights
Inspections/Permitting	USD 315	USD 315	USD 360	USD 990	Cost of required City/Utility permits
Hosting Payments to Customers	USD 280	USD 620	USD 1,080	USD 1,980	Credits paid to customers to host batteries or solar
Subtot	al USD 10,195	USD 10,535	USD 11,040	USD 31,770	
Other Costs Subcategory 2					
Subtot		USD 0	USD 0	USD 0	
Other Costs Subtot	al USD 10,195	USD 10,535	USD 11,040	USD 31,770	
Total all costs					
Grand Tot	al USD 444,883	USD 425,223	USD 436,936	USD 1,307,042	

	Implementation
Mayors Challenge Grant	USD 1,000,000
City/Utility funds paid by rate payers	USD 220,000
Net Revenues produced by project assets	USD 73,455
Prior Grant Funds remaining	USD 50,000
Total	USD 1,343,455

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Discussion and possible direction from the Council to **establish** a **stakeholder committee** to review **downtown parking garage design** -- Laurie Brewer, Assistant City Manager

## ITEM SUMMARY:

The 2019 capital improvement plan budgeted \$5 million for a downtown parking garage located at Main Street and 6<sup>th</sup> Street.

Feasibility and utility evaluations have been complete. Public input is necessary on the exterior design, and this item's purpose is to get input from Council a possible stakeholder committee to drive the design process. We will hold public meetings to help educate and receive input on the design during April/May, and design options for Council will be presented in the June/July time frame, with construction to begin later in the year.

Suggested makeup of the stakeholders committee included downtown merchants, property owners and design professionals, as well as individuals who have Historic and Architecture Review Commission training (ie former commissioners). The following list has been submitted for Council's consideration.

Nominee	Qualifications
Michael Walton *Co-Chair	Current President of Preservation Georgetown
Mickie Ross	Williamson County, Museum Operator
Scott Firth	Old Town resident; Served on School Bond Committees
Larry Olson	Old Town resident; Architect; Active and interested in downtown
Shawn Hood	Owns a business downtown; Architect; Served on HARC
Linda McCalla *Co-Chair	Past Main Street Manager; Design Professional; Downtown Office
Chris Damon	Downtown Business and Property Owner
Kay Briggs	Downtown Business Owner

## FINANCIAL IMPACT:

The garage is funded through the 2019 general debt issue. The debt will be served at 50% through the property tax rate and 50% from dedicated tax rate from the Downtown Tax Increment Reinvestment Zone.

## SUBMITTED BY: LAURIE BREWER, ASSISTANT CITY MANAGER

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

## Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve a bid for the construction of the Northwest Blvd Improvements to Chasco Constructors of Round Rock, Texas in the amount of **\$8,149,698.00** -- Wesley Wright, PE, Systems Engineering Director

## ITEM SUMMARY:

This project is for the construction of the Northwest Blvd Bridge over IH35 connecting Austin Avenue to Rivery Blvd. The project will provide an addition Interstate Highway crossing and help relieve congestion on Austin Avenue and Williams Drive. The project will consist of 4 lanes and ultimately connection to (1) the Rivery Blvd extension currently under construction on the west end and (2) the forthcoming FM971/Austin Avenue realignment project expected to bid late 2019.

A total of six highly qualified contractors submitted bids on the project with CHASCO being the lowest bidder. CHASCO has completed many similar projects in the Central Texas Area. Both the consulting/design engineer and staff recommend awarding the bid for the Northwest Blvd Bridge to CHASCO.

## **BOARD RECOMMENDATION:**

GTAB Board meeting was after the due date for Council items. GTAB's recommendation will be given at the dais.

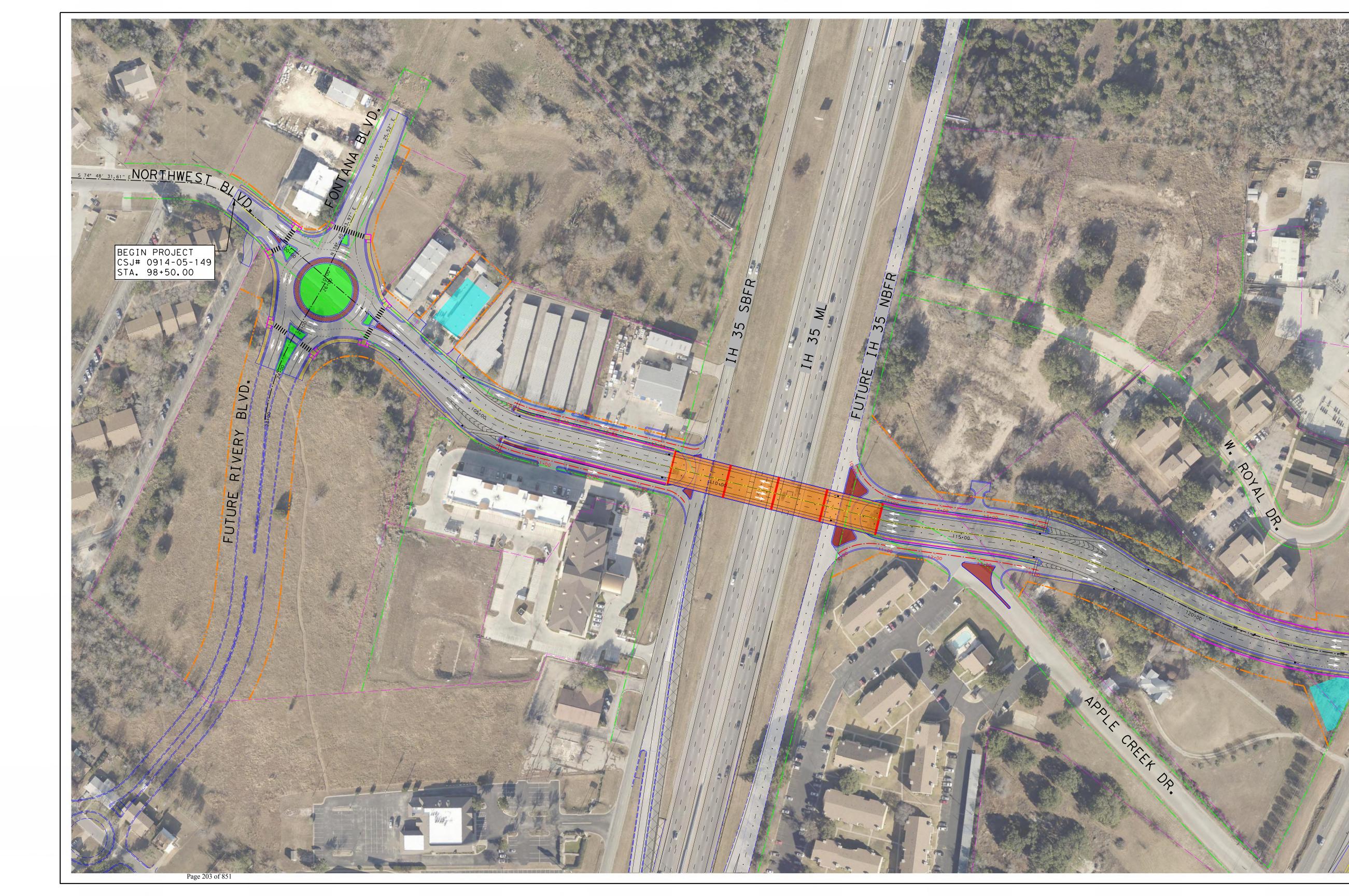
## FINANCIAL IMPACT:

Funds for this project are generated from the 2015 Voter Approved Road Bond Program and are available in the Transportation CIP Account.

SUBMITTED BY: Wesley Wright P.E. Systems engineering director.

ATTACHMENTS:

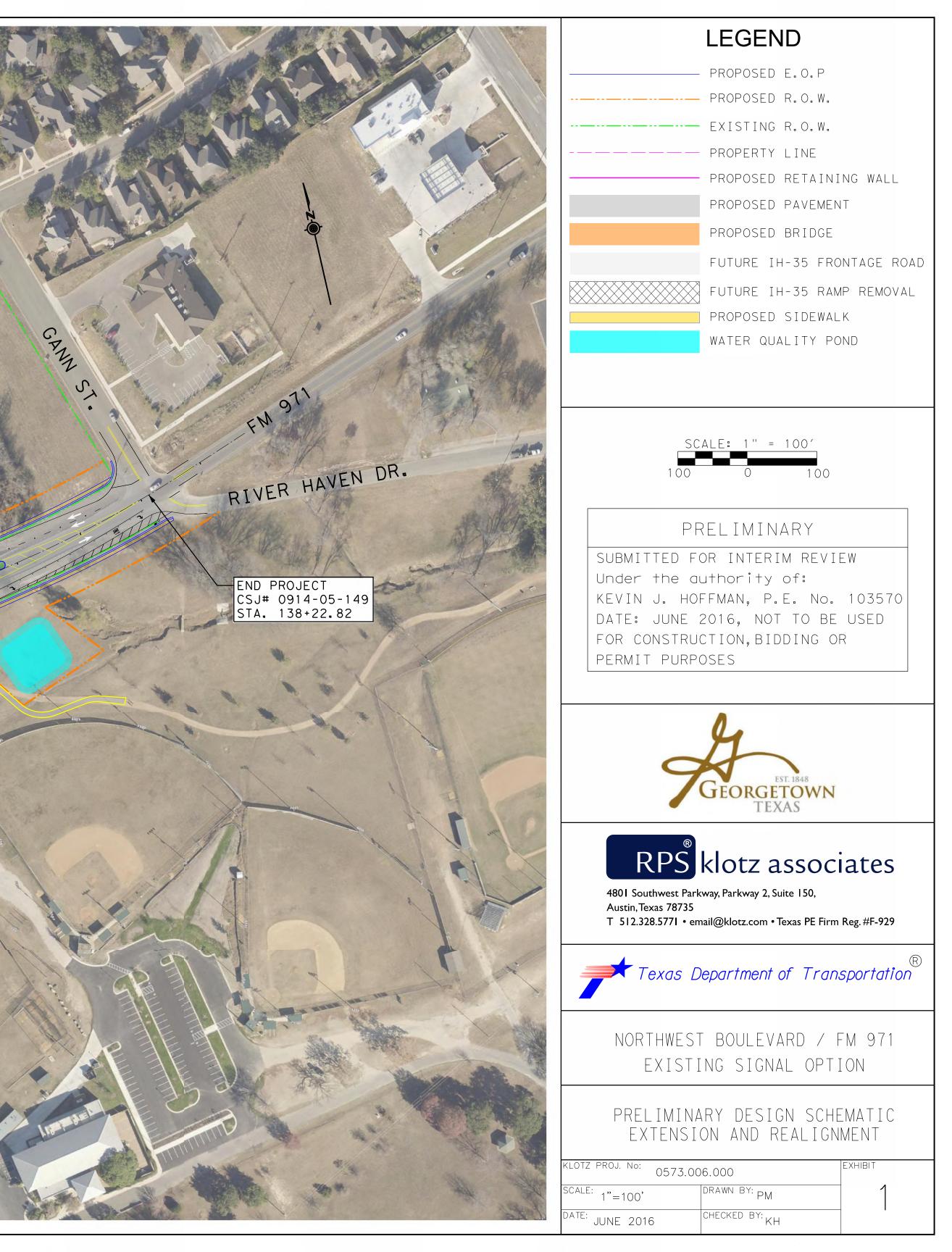
NW Blvd Schematic (w/971 & Rivery) award recommendation Bid Tabulation



VE

SAN GABRIEL PARK

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## **Northwest Boulevard Improvements**



Date: April 3, 2019

Nicole Abrego City of Georgetown – Purchasing Department 300-1 Industrial Ave. Georgetown, TX 78626

Re: Northwest Boulevard Improvements Construction Project Recommendation for Award City of Georgetown, Texas City of Georgetown Bid No. 201915 RPS Project No. 006288

## Dear Mrs. Abrego:

Six (6) bids for the referenced project were received at the bid opening on April 2, 2019:

- Capital Excavation Company
- Smith Contracting Company
- James Construction
- Chasco Constructors
- Jordan Foster
- Joe Bland

RPS has tabulated and reviewed the bids, and the apparent low bidder is Chasco Constructors with a bid of \$8,149,698.00.

Chasco Constructors is located in Round Rock, Texas and they have successfully completed several projects for local agencies. Their bid document was submitted in accordance with the requirements for the bid solicitation therefore, we recommend award of the Northwest Boulevard Improvements Construction Project to Chasco Constructors for \$8,149,698.00.

Attached for reference is the bid tabulation and summary of bids. Please feel free to call me if you have any questions regarding this recommendation.

Thank you,

R. Dave Irish, P.E. Project Engineer

KH:lc

4801 Southwest Parkway, Parkway 2, Suite 150 Austin TX 78735 T +1 512 328 5771

# **Bid Comparison**

Northwest Boulevard Improvements	•
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		ovements		ESTIMATED	Engi	neer's Est	timate	Capital Excav	vation	Smith Construction	James Cor	struction	Chasco Const	truction	Jordan Foster	Joe B	Sland
ITEM NO.	PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COS		MOUNT BID	UNIT COST A	MOUNT BID	UNIT COST AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST A	MOUNT BID	UNIT COST AMOUNT BID	UNIT COST	AMOUNT BID
1	G2-1	ROW PREPARATION, COMPLETE AS DETAILED AND SPECIFIED, the sum of	STA	28.25													
2	G2-2	EXCAVATION, the sum of	СҮ	25,320	\$	8.00 \$	202,560.00	\$ 12.00 \$	303,840.00 \$	8.00 \$ 202,560.00	\$ 11.10	\$ 281,052.00	\$ 14.00 \$	354,480.00			\$ 557,040.00
3	G2-3	EMBANKMENT, the sum of	СҮ	14,060	\$ 12	2.00 \$	168,720.00	\$ 8.00 \$	112,480.00 \$	6 10.00 \$ 140,600.00	\$ 4.18		· · · · · · · · · · · · · · · · · · ·	,			
4	C3-2	INSTALL RIPRAP (CONC) (5-IN), COMPLETE IN PLACE, the sum of	СҮ	166	\$ 42	5.00 \$	70,550.00	\$ 450.00 \$	74,700.00 \$	<u>5 360.00</u> \$ 59,760.00	\$ 406.50			51,128.00			\$ 95,948.00
5		INSTALL CONC CURB AND GUTTER (TY II), COMPLETE IN PLACE, the sum of	LF	8,955	\$ 22	2.00 \$	197,010.00	\$ 12.00 \$	107,460.00 \$	. ,	\$ 18.38	. ,		,			\$ 143,280.00
6		INSTALL CONC RIBBON CURB, COMPLETE IN PLACE, the sum of	LF	500	•	6.00 \$	8,000.00		4,500.00 \$		\$ 22.53			,			. ,
7	C4-7	INSTALL MOUNTABLE CURB, COMPLETE IN PLACE, the sum of	LF	345		9.00 \$	6,555.00	\$ 20.00 \$	6,900.00 \$	. ,	\$ 23.55	. ,		,		-	. ,
8	C5-1	INSTALL CONCRETE SIDEWALK (5-IN), COMPLETE IN PLACE, the sum of	SY	2,440	•	0.00 \$	97,600.00		122,000.00 \$	· ,	\$ 48.12	. ,	· · · · · · · · · · · · · · · · · · ·	,	· · · ,		. ,
9		INSTALL SIDEWALK RAMP TYPE 2, COMPLETE IN PLACE, the sum of	EA	8		0.00 \$	13,600.00	\$ 1,100.00 \$	8,800.00 \$	. ,	\$ 1,561.76	. ,		8,960.00	, ,		. ,
10		INSTALL SIDEWALK RAMP TYPE 3, COMPLETE IN PLACE, the sum of	EA	12	. ,	0.00 \$	14,400.00	\$ 3,000.00 \$	36,000.00 \$	, , ,	\$ 1,792.18	. ,	. , .	21,600.00	, , , ,	. ,	. ,
11		INSTALL SIDEWALK RAMP TYPE 21, COMPLETE IN PLACE, the sum of	EA	3	т , -	0.00 \$	5,400.00	\$ 3,100.00 \$	9,300.00 \$	, , ,	\$ 1,484.95			9,600.00	, , ,		, ,
12		INSTALL DRIVEWAY (CONC), COMPLETE IN PLACE, the sum of	SY	81	. ,	5.00 \$	6,885.00	\$ 140.00 \$	11,340.00 \$	, , ,	\$ 69.94		-,	,	, , ,		, ,
13		INSTALL CONC VALLEY GUTTER, COMPLETE IN PLACE, the sum of	SY	179		0.00 \$	-,	\$ 100.00 \$	17,900.00 \$	, ,	\$ 84.64	. ,		,			. ,
14		INSTALL CONC PAVER, COMPLETE IN PLACE, the sum of	SY	720	- r	5.00 \$	-,	\$ 80.00 \$	57,600.00 \$	····· • • • • • • • • • • • • • • • • •	\$ 95.83	. ,		74,880.00	, ,	•	. ,
15		INSTALL 8-FT HIGH SOUND BARRIER WALL, the sum of	LF	2,500		1.00 \$	,	\$ 250.00 \$	625,000.00 \$	· ,	\$ 264.00	. ,		,	. ,		, ,
16		INSTALL 2-IN HMAC, TYPE C, COMPLETE IN PLACE, the sum of	SY	20.970	•	0.00 \$	,		188,730.00 \$	· ,	\$ 201.00 \$ 8.50	. ,		,	· · · · · · · · · · · · · · · · · · ·		, , ,
17	SD1-2	INSTALL 4-IN HMAC, TYPE B, COMPLETE IN PLACE, the sum of	SY	25,370	- r	5.00 \$	,	\$ 18.00 \$	456,660.00 \$	5 18.25 \$ 463,002.50	\$ 16.95	-,	· · · · · · · · ·	,			
18	_	INSTALL 2-IN HMAC, TYPE D, COMPLETE IN PLACE, the sum of	SY	4,400		0.00 \$	,		52,800.00 \$	· ,	\$ 11.15	. ,		,	· · · /		. ,
10		INSTALL 8-IN LIME TREATED SUBBASE, COMPLETE IN PLACE, the sum of	SY	12,460	г	2.50 \$	-,	\$ 6.00 \$	74,760.00 \$	···· + ····	\$ 4.28	. ,		,	,, ,,		. ,
20	SD3-2	LIME, the sum of	TON	344		5.00 \$	,	\$ 200.00 \$	68,800.00 \$	· ,	\$ 194.59	. ,		,			. ,
20		INSTALL 12-IN FLEXIBLE BASE, COMPLETE IN PLACE, the sum of	SV	25,500		2.00 \$	,	\$ 12.00 \$	306,000.00 \$		\$ 13.03			,	, ,		
21		FURNISH AND INSTALL PEDESTRIAN HANDRAIL, COMPLETE IN PLACE, the sum of	LF	80	•	0.00 \$	,	\$ 152.00 \$	12,160.00		\$ 228.75	. ,		,	,		. ,
22		FURNISH AND INSTALL FEDESTRIAN HANDRAIL, COMPLETE IN FLACE, the sum of		188		2.00 \$	,		4,700.00 \$	· ,		. ,		,	· · · · · · · · · · · · · · · · · · ·		
23		TEMPORARY SPL SHORING, the sum of	SF	5.260	•	4.50 \$	,	\$ 25.00 \$ \$ 15.00 \$	78,900.00		\$ 35.00 \$ 35.24	. ,		,	. ,	-	
24			SF	-)			,		, , ,			. ,		,			. ,
25		RETAINING WALL (MSE), the sum of	SF	15,125		5.00 \$	· ·	\$ 60.00 \$	, , , , , , , , , , , , , , , , , , , ,		\$ 63.18			,			
26		RETAINING WALL (CONC BLOCK), the sum of RETAINING WALL (CAST-IN-PLACE), the sum of	SF	5,260 1.545		7.00 \$ 0.00 \$	,	\$ 40.00 \$ \$ 60.00 \$	210,400.00 \$ 92,700.00 \$	. ,	\$ 44.87 \$ 70.04	. ,		,			. ,
27		RAIL (TY C233), the sum of	LF	/		3.00 \$	,	\$     00.00     \$       \$     130.00     \$	, .	· ,		. ,		,	. ,		. ,
28			LF CY	1,240		5.00 \$	· ·	\$     130.00     \$       \$     530.00     \$	5,300.00 \$		\$ 121.69 \$ 550.65	. ,		,			
29		RIPRAP CONC (4-IN), the sum of		10	•		,		, ,	· ,		. ,		,	,, ,		. ,
30		CONSTRUCTION PERIMETER FENCE, the sum of	SF	1,598		3.00 \$	4,794.00		3,196.00 \$		\$ 2.30 ¢ 1.50	. ,		2,796.50			. ,
31		ANTI-GRAFFITI COATING (PERMANENT – TY II), the sum of		19,680		2.65 \$ 4.00 \$	,		19,680.00 \$ 15,200.00 \$	. ,	\$ 1.50	. ,		,			. ,
32		CEM STABIL BKFL, the sum of	CY	95 1 <b>2</b> 00			,		, .	· ,	\$ 170.29	. ,		,	. ,		. ,
33		DRILL SHAFT (42 IN), the sum of		1,208		2.00 \$	,	\$ 185.00 \$ \$	223,480.00 \$	. ,	\$ 186.23	. ,		,	. ,		
34		CL C CONC (ABUT), the sum of	CY	71.2		0.00 \$	,	\$ 900.00 \$	64,080.00 \$	, , ,	\$ 1,049.02	. ,		,		. ,	
35		CL C CONC (BENT), the sum of	CY	227	•	0.00 \$	,	\$ 900.00 \$	204,300.00 \$	, , ,		. ,		,		\$ 1,764.00	
36		REINF CONC SLAB, the sum of	SF	30,230	•	6.70 \$	,		483,680.00 \$	. ,	\$ 20.49			,			
37		BRIDGE SIDEWALK, the sum of	SF	4,450		0.00 \$	,	\$ 10.00 \$	44,500.00 \$	. ,	\$ 11.96	. ,		,	. ,		,
38		APPROACH SLAB, the sum of	CY	105	•	6.00 \$	,	\$ 550.00 \$	57,750.00 \$		\$ 433.35			,	, ,		
39		PRESTR CONC GIRDER (TX54), the sum of	LF	3,930	•		,		589,500.00 \$	· ,	\$ 176.61	. ,		,			\$ 1,198,650.00
40		STR STEEL (MISCELLANEOUS BRIDGE), the sum of	LBS	462		2.10 \$			6,006.00 \$	. ,	\$ 17.69	. ,		,			
41		RAIL (TY C233), the sum of	LF	890	•	3.00 \$	109,470.00		92,560.00 \$		\$ 129.39			,			
42		SEALED EXPANSION JOINT (4 IN) (SEJ-A), the sum of	LF	204		2.75 \$	,		20,808.00 \$	. ,	\$ 89.15	. ,	· · · · · · · · · · · · · · · · · · ·	,	. ,		
43		FURNISH AND INSTALL 18-IN, RC (CL III) STORM WATER PIPE, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	1,507		5.00 \$	,	\$ 95.00 \$	143,165.00 \$		\$ 54.86			,			
44		FURNISH AND INSTALL 18-IN, RC (CL IV) STORM WATER PIPE, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	450		8.00 \$	,		40,500.00 \$	· ,	\$ 73.77			,	· · · · · · · · · · · · · · · · · · ·		. ,
45		FURNISH AND INSTALL 24-IN, RC (CL III) STORM WATER PIPE, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	1,093		0.00 \$	65,580.00	\$ 100.00 \$	109,300.00 \$	84.00         \$         91,812.00	\$ 66.51			,			
46		FURNISH AND INSTALL 24-IN, RC (CL IV) STORM WATER PIPE, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	82		2.00 \$	5,904.00		9,840.00 \$	. ,	\$ 86.23			,			. ,
47	C8-5	FURNISH AND INSTALL 3-FT X 2-FT, RBC (CL III), IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	135	•	5.00 \$	,	\$ 300.00 \$	40,500.00 \$	. ,	\$ 225.51	. ,		,	· ,		. ,
48	C8-6	TRENCH EXCAVATION SAFETY SYSTEMS, COMPLETE IN PLACE, the sum of	LF	3,132		1.00 \$	,		18,792.00 \$		\$ 1.00	. ,		,			
49		FURNISH AND INSTALL 10-FT CONCRETE CURB INLET, COMPLETE IN PLACE, the sum of	EA	31	. ,	0.00 \$	,	\$ 3,000.00 \$	93,000.00 \$	, , ,	\$ 6,444.13			,		· · ·	· •
50		FURNISH AND INSTALL 4-FT X 4-FT CONCRETE JUNCTION BOX, COMPLETE IN PLACE, the sum of	EA	3	т <b>у</b>	0.00 \$	,	\$ 3,700.00 \$	11,100.00 \$	,	\$ 3,808.63	. ,		11,070.00	, , , ,	· /	, , , , , , , , , , , , , , , , , , , ,
51		CAP CONCRETE INLET, COMPLETE IN PLACE, the sum of	EA	2		0.00 \$	500.00	, , .	3,400.00 \$		\$ 3,053.75			,		. ,	
52	SD6-4	FURNISH AND INSTALL SET (TY I) (24-IN) (3:1), COMPLETE IN PLACE, the sum of	EA	2	\$ 4,200	0.00 \$	8,400.00	\$ 5,000.00 \$	10,000.00 \$	<b>5</b> 1,700.00 \$ 3,400.00	\$ 1,186.20	\$ 2,372.40	\$ 3,020.00 \$	6,040.00	\$         7,500.00         \$         15,000.00	\$ 4,900.00	\$ 9,800.00

# Bid Comparison Northwest Boulevard Improvements

ITEM NO.	PAY ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED	F	Engineer's	Estimate	Capital Ex	cavation	Smith Construction	James Construction	Chasco Construction	Jordan Foster	Joe Bland
				QUANTITY	UNIT		AMOUNT BID			UNIT COST AMOUNT BID	UNIT COST AMOUNT BID	UNIT COST AMOUNT BID		
53		ALL PVC PIPE (C-900) (4-IN DIA.), ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	130	\$	27.00	. ,		. , ,	····· + /·····	. ,		· · · · · · · · · · · · · · · · · · ·	. ,
54	WQ1-2 FURNISH AND INST.	ALL PERFORATED PVC PIPE (C-900) (4-IN DIA.), ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	44	\$	35.00	\$ 1,540.00	\$ 35.00	\$ 1,540.00 \$	<b>5</b> 30.00 <b>\$</b> 1,320.00	\$         16.44         \$         723.36	\$ 26.00 \$ 1,144.00	<b>\$</b> 48.00 <b>\$</b> 2,112.0	
55	WQ1-3 FURNISH AND INST.	ALL RC PIPE (CL III) (24-IN DIA.), IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	35	\$	60.00	\$ 2,100.00	\$ 120.00	\$ 4,200.00 \$	570.00\$2,450.00	\$         73.08         \$         2,557.80	\$ 73.00 \$ 2,555.00	<b>\$</b> 135.00 <b>\$</b> 4,725.0	
56	WQ1-4 FURNISH AND INST.	ALL PVC CLEANOUT (4-IN DIA.), COMPLETE IN PLACE, the sum of	EA	7	\$	60.00	\$ 420.00	\$ 220.00	\$ 1,540.00 \$	<b>5</b> 500.00 <b>\$</b> 3,500.00	\$ 312.50 \$ 2,187.50	\$ 275.00 \$ 1,925.00	<b>\$</b> 600.00 <b>\$</b> 4,200.0	
57	-	ALL CHECK VALVE (4-IN DIA.), COMPLETE IN PLACE, the sum of	EA	1		2,500.00	\$ 2,500.00	, ,	\$ 1,500.00 \$	, , ,		· , , · ,	. , . ,	
58	WQ1-6 FURNISH AND INST.	ALL SET (TY I) (24-IN) (3:1), COMPLETE IN PLACE, the sum of	EA	1	\$ 4	4,000.00	. ,	-,	\$ 5,200.00 \$	, , , , , , , , , , , , , , , , , , , ,	\$ 1,186.21 \$ 1,186.21	. , . ,	, ,, ,, ,, ,,	\$       4,900.00       \$       4,900.00
59	WQ2-1 WATER QUALITY AN	ND DETENTION POND, the sum of	LS	1	\$ 63	3,000.00	\$ 63,000.00	+	\$ 120,000.00 \$	, , ,	\$ 77,409.97 \$ 77,409.97	, , ,	, .,, , .,	, , ,
60	W2-1 FURNISH AND INST.	ALL 8-IN PVC, C-900 WATER PIPE, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	1,051	\$	50.00	- ,	T	· · · · · · · · · ·	· ,	· · · · · · · · · · · · · · · · · · ·	. ,	· · · · · · · · · · · · · · · · · · ·	
61	W2-2 FURNISH AND INST.	ALL 12-IN PVC, C-900 WATER PIPE, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	585	\$	75.00	\$ 43,875.00	\$ 145.00	\$ 84,825.00 \$	\$105.00\$61,425.00	\$ 74.64 \$ 43,664.40	\$ 110.00 \$ 64,350.00	<b>\$</b> 100.00 <b>\$</b> 58,500.0	\$ 114.00 \$ 66,690.00
62	W2-3 FURNISH AND INST.	ALL, SINGLE WATER SERVICE, COMPLETE IN PLACE, the sum of	EA	4	\$ 1	1,800.00	\$ 7,200.00	\$ 2,200.00	\$ 8,800.00 \$	51,900.00\$7,600.00	\$ 1,007.42 \$ 4,029.68	\$ 1,700.00 \$ 6,800.00	<b>\$</b> 2,700.00 <b>\$</b> 10,800.0	\$         1,900.00         \$         7,600.00
63	W3-1 FURNISH AND INST.	ALL GATE VALVE (8-IN), COMPLETE IN PLACE, the sum of	EA	7	\$ 1	1,400.00	\$ 9,800.00	\$ 1,200.00	\$ 8,400.00 \$	51,600.00\$11,200.00	\$         2,254.19         \$         15,779.33	\$ 1,500.00 \$ 10,500.00	<b>\$ 1,700.00 \$ 11,900.0</b>	\$ 3,100.00 \$ 21,700.00
64	W3-2 FURNISH AND INST.	ALL GATE VALVE (12-IN), COMPLETE IN PLACE, the sum of	EA	1	\$ 2	2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00 \$	52,500.00\$2,500.00	\$ 3,328.65 \$ 3,328.65	\$ 2,320.00 \$ 2,320.00	<b>\$</b> 3,200.00 <b>\$</b> 3,200.0	\$       4,200.00       \$       4,200.00
65	W3-3 FURNISH AND INST.	ALL FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE, the sum of	EA	1	\$ 6	5,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00 \$	<b>5</b> ,400.00 <b>\$</b> 5,400.00	\$ 5,903.30 \$ 5,903.30	\$ 4,300.00 \$ 4,300.00	<b>\$</b> 4,500.00 <b>\$</b> 4,500.0	\$ 5,900.00 \$ 5,900.00
66	W3-4 FURNISH AND INST.	ALL AUTOMATIC AIR RELEASE VALVE, COMPLETE IN PLACE, the sum of	EA	1	\$ 2	2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00 \$	54,100.00\$4,100.00	\$ 4,531.92 \$ 4,531.92	\$ 3,700.00 \$ 3,700.00	<b>\$</b> 4,800.00 <b>\$</b> 4,800.0	\$ 9,500.00 \$ 9,500.00
67	W3-5 TRENCH EXCAVATION	ON SAFETY SYSTEMS, COMPLETE IN PLACE, the sum of	LF	2,479	\$	1.00	\$ 2,479.00	\$ 6.00	\$ 14,874.00 \$	51.00\$2,479.00	\$ 0.64 \$ 1,586.56	\$ 2.00 \$ 4,958.00	<b>\$</b> 2.50 <b>\$</b> 6,197.5	<b>\$</b> 2.00 <b>\$</b> 4,958.00
68	W4-1 INSTALL CONCRETE	E ENCASEMENT, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	250	\$	100.00	\$ 25,000.00	\$ 46.00	<mark>\$ 11,500.00</mark> \$	52.00 \$ 13,000.00	\$ 53.60 \$ 13,400.00	\$ 35.00 \$ 8,750.00	<b>\$</b> 55.00 <b>\$</b> 13,750.0	) <mark>\$ 26.00 \$ 6,500.00</mark>
69	WW1-1 FURNISH AND INST.	ALL 4-FT DIAMETER STANDARD AND WATER-TIGHT MANHOLE, COMPLETE IN PLACE, the sum of	EA	5	\$ 4	4,000.00	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00 \$	<b>5</b> ,000.00 <b>\$</b> 25,000.00	\$ 8,962.26 \$ 44,811.30	\$ 4,050.00 \$ 20,250.00	<b>\$</b> 8,500.00 <b>\$</b> 42,500.0	\$     4,400.00     \$     22,000.00
70	WW2-1 FURNISH AND INST.	ALL 12-IN PVC, SDR-26 WASTEWATER PIPE, IN TRENCH, ALL DEPTHS, COMPLETE IN PLACE, the sum of	LF	843	\$	125.00	\$ 105,375.00	\$ 100.00	\$ 84,300.00 \$	<b>90.00 \$</b> 75,870.00	\$ 71.61 \$ 60,367.23	\$ 60.00 \$ 50,580.00	<b>\$</b> 76.00 <b>\$</b> 64,068.0	<b>\$</b> 84.00 <b>\$</b> 70,812.00
71	WW2-2 FURNISH AND INST.	ALL, SINGLE WASTEWATER SERVICE, COMPLETE IN PLACE, the sum of	EA	4	\$ 1	1,500.00	\$ 6,000.00	\$ 1,600.00	\$ 6,400.00 \$	51,800.00\$7,200.00	\$ 1,070.62 \$ 4,282.48	\$ 5,300.00 \$ 21,200.00	<b>\$ 2,100.00 \$ 8,400.0</b>	\$       1,700.00       \$       6,800.00
72	0416 6029 DRILL SHAFT (RDWA	AY ILL POLE) (30 IN), the sum of	LF	64	\$	970.00	\$ 62,080.00	\$ 300.00	\$ 19,200.00 \$	<b>5</b> 275.00 <b>\$</b> 17,600.00	\$ 245.00 \$ 15,680.00	\$ 220.00 \$ 14,080.00	<b>\$</b> 280.00 <b>\$</b> 17,920.0	<b>\$</b> 325.00 <b>\$</b> 20,800.00
73	0432 6001 RIPRAP (CONC) (4 IN	J), the sum of	СҮ	3	\$	331.00	\$ 993.00	\$ 1,000.00	\$ 3,000.00 \$	<b>\$</b> 800.00 <b>\$</b> 2,400.00	\$ 1,050.20 \$ 3,150.60	\$ 690.00 \$ 2,070.00	<b>\$</b> 775.00 <b>\$</b> 2,325.0	<b>\$</b> 578.00 <b>\$</b> 1,734.00
74	0610 6104 IN RD IL (U/P) (TY I)	(150 EQ) LED, the sum of	EA	6	\$ 1	1,488.00	\$ 8,928.00	\$ 1,400.00	\$ 8,400.00 \$	51,300.00\$7,800.00	\$ 1,150.00 \$ 6,900.00	\$ 1,850.00 \$ 11,100.00	<b>\$</b> 1,300.00 <b>\$</b> 7,800.0	<b>\$</b> 1,500.00 <b>\$</b> 9,000.00
75	0610 6106 IN RD IL (U/P) (TY 2)	(150 EQ) LED, the sum of	EA	6	\$ 1	1,147.00	\$ 6,882.00	\$ 1,600.00	\$ 9,600.00 \$	<b>5</b> 1,400.00 <b>\$</b> 8,400.00	\$ 1,275.00 \$ 7,650.00	\$ 1,850.00 \$ 11,100.00	<b>\$ 1,400.00 \$ 8,400.0</b>	<b>\$</b> 1,600.00 <b>\$</b> 9,600.00
76	0610 6214 IN RD IL (TY SA) 40T-	-8 (250W EQ) LED, the sum of	EA	8	\$ 2	2,600.00	\$ 20,800.00	\$ 4,300.00	\$ 34,400.00 \$	<b>4,000.00 \$ 32,000.00</b>	\$ 3,550.00 \$ 28,400.00	\$ 4,200.00 \$ 33,600.00	<b>\$</b> 4,000.00 <b>\$</b> 32,000.0	<b>\$</b> 4,700.00 <b>\$</b> 37,600.00
77	0618 6023 CONDT (PVC) (SCHD	0 40) (2"), the sum of	LF	878	\$	7.00	\$ 6,146.00	\$ 12.00	\$ 10,536.00 \$	§ 11.00 \$ 9,658.00	\$ 9.75 \$ 8,560.50	\$ 12.00 \$ 10,536.00	<b>\$</b> 11.00 <b>\$</b> 9,658.0	) \$ 13.00 \$ 11,414.00
78	0618 6047 CONDT (PVC) (SCHD	0 80) (2") BORE, the sum of	LF	306	\$	28.50	\$ 8,721.00	\$ 40.00	\$ 12,240.00 \$	<b>37.00 \$ 11,322.00</b>	\$ 32.75 \$ 10,021.50	\$ 27.00 \$ 8,262.00	<b>\$</b> 37.00 <b>\$</b> 11,322.0	<b>\$</b> 43.00 <b>\$</b> 13,158.00
79	0618 6062 RIGID METAL COND	OT (RM) (3/4"), the sum of	LF	322	\$	27.50	\$ 8,855.00	\$ 38.00	\$ 12,236.00 \$	<b>35.00 \$ 11,270.00</b>	\$ 31.50 \$ 10,143.00	\$ 43.00 \$ 13,846.00	<b>\$</b> 35.00 <b>\$</b> 11,270.0	<b>\$</b> 42.00 <b>\$</b> 13,524.00
80	0620 6007 ELEC CONDR. (NO. 8	3) BARE, the sum of	LF	1,976	\$	1.10	\$ 2,173.60	\$ 2.00	\$ 3,952.00 \$	§ 1.55 \$ 3,062.80	\$ 1.40 \$ 2,766.40	\$ 1.00 \$ 1,976.00	<b>\$</b> 1.60 <b>\$</b> 3,161.6	0 \$ 1.90 \$ 3,754.40
81	0620 6008 ELEC CONDR. (NO. 8	3) INSULATED, the sum of	LF	3,952	\$	1.20	\$ 4,742.40	\$ 2.00	\$ 7,904.00 \$	§ 1.75 \$ 6,916.00	\$ 1.55 \$ 6,125.60	\$ 1.00 \$ 3,952.00	<b>\$</b> 1.70 <b>\$</b> 6,718.4	<b>\$</b> 2.00 <b>\$</b> 7,904.00
82	0624 6002 GROUND BOX TY A	(122311) W/ APRON, the sum of	EA	7	\$	920.00	\$ 6,440.00	\$ 1,200.00	\$ 8,400.00 \$	§ 1,100.00 \$ 7,700.00	\$ 975.00 \$ 6,825.00	\$ 900.00 \$ 6,300.00	\$ 1,100.00 \$ 7,700.0	<b>\$</b> 1,300.00 <b>\$</b> 9,100.00
83	0628 6045 ELC SRV TY A 240/48	0 060 (NS) SS € SP (0), the sum of	EA	2	\$ 5	5,690.00	\$ 11,380.00	\$ 8,000.00	\$ 16,000.00 \$	\$ 7,000.00 \$ 14,000.00	\$ 6,250.00 \$ 12,500.00	\$ 4,200.00 \$ 8,400.00	\$ 7,000.00 \$ 14,000.0	<b>\$ 12,000.00 \$ 24,000.00</b>
84		MRK TY I (W) 4-IN (BRK) (100MIL) COMPLETE IN PLACE, the sum of	LF	4,315	\$	0.55	\$ 2,373.25	\$ 1.00	\$ 4,315.00 \$	§ 0.78 \$ 3,365.70	\$ 0.25 \$ 1,078.75	\$ 1.00 \$ 4,315.00	<b>\$</b> 0.80 <b>\$</b> 3,452.0	<b>\$</b> 1.00 <b>\$</b> 4,315.00
85	SD5-2 INSTALL, REFL PAV	MRK TY I (W) 4-IN (DOT) (100MIL) COMPLETE IN PLACE, the sum of	LF	820	\$	1.20	\$ 984.00	\$ 1.00	\$ 820.00 \$	§ 0.78 \$ 639.60	\$ 1.75 \$ 1,435.00	\$ 1.00 \$ 820.00	<b>\$</b> 0.80 <b>\$</b> 656.0	) \$ 1.00 \$ 820.00
86	SD5-3 INSTALL, REFL PAV	MRK TY I (W) 4-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	5,825	\$	0.20	\$ 1,165.00	\$ 1.00	\$ 5,825.00 \$	§ 0.83 \$ 4,834.75	\$ 1.00 \$ 5,825.00	\$ 1.00 \$ 5,825.00	\$ 0.85 \$ 4,951.2	
87	SD5-4 INSTALL, REFL PAV	MRK TY I (W) 8-IN (DOT) (100MIL) COMPLETE IN PLACE, the sum of	LF	325	\$	0.80	\$ 260.00	\$ 2.00	\$ 650.00 \$	§ 1.62 \$ 526.50	\$ 4.00 \$ 1,300.00	\$ 1.50 \$ 487.50	\$ 1.65 \$ 536.2	5 \$ 2.00 \$ 650.00
88		MRK TY I (W) 8-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	300	\$	0.78	\$ 234.00	\$ 2.00	\$ 600.00 \$	§ 1.62 \$ 486.00	\$ 2.00 \$ 600.00	\$ 1.50 \$ 450.00	<b>\$</b> 1.65 <b>\$</b> 495.0	) \$ 2.00 \$ 600.00
89		MRK TY I (W) 12-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	445	\$	2.90	\$ 1,290.50	\$ 3.00	\$ 1,335.00 \$	§ 2.80 \$ 1,246.00	\$ 3.90 \$ 1,735.50	\$ 3.50 \$ 1,557.50	\$ 3.00 \$ 1,335.0	) \$ 3.00 \$ 1,335.00
90		MRK TY I (W) 18-IN (YLD TRI) (100MIL) COMPLETE IN PLACE, the sum of	EA	110	\$	42.00	\$ 4,620.00	\$ 25.00	\$ 2,750.00 \$	60.00 \$ 6,600.00	\$ 18.00 \$ 1,980.00	\$ 26.00 \$ 2,860.00	<b>62.00 \$ 6,820.0</b>	) \$ 79.00 \$ 8,690.00
91	SD5-8 INSTALL, REFL PAV	MRK TY I (W) 24-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	600	\$	7.00	\$ 4,200.00	\$ 7.00	\$ 4,200.00 \$	<b>5</b> 7.50 <b>\$</b> 4,500.00	\$ 6.55 \$ 3,930.00	\$ 7.00 \$ 4,200.00	\$ 7.75 \$ 4,650.0	) \$ 10.00 \$ 6,000.00
92		MRK TY I (W) (ARROW) (100MIL) COMPLETE IN PLACE, the sum of	EA	12	\$	121.00	\$ 1,452.00	\$ 95.00	\$ 1,140.00 \$	§ 165.00 \$ 1,980.00	\$ 125.00 \$ 1,500.00	\$ 100.00 \$ 1,200.00	<b>\$</b> 170.00 <b>\$</b> 2,040.0	) \$ 214.00 \$ 2,568.00
93		MRK TY I (W) (WORD) (100MIL) COMPLETE IN PLACE, the sum of	EA	2	\$	155.00	\$ 310.00	\$ 115.00	\$ 230.00 \$	5 250.00 \$ 500.00	\$ 135.00 \$ 270.00	\$ 120.00 \$ 240.00	<b>\$</b> 257.00 <b>\$</b> 514.0	
94		MRK TY I (W) (BIKE SYMBOL) (100MIL) COMPLETE IN PLACE, the sum of	EA	17	\$	160.00								
95		MRK TY I (W) (BIKE ARROW) (100MIL) COMPLETE IN PLACE, the sum of	EA	17	\$	97.00	\$ 1,649.00	\$ 125.00	\$ 2,125.00 \$	5 200.00 \$ 3,400.00	\$ 115.00 \$ 1,955.00			
96		MRK TY I (Y) 4-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	4,720	\$	0.20	\$ 944.00	\$ 1.00	\$ 4,720.00 \$	<b>6</b> 0.72 <b>\$</b> 3,398.40	\$ 0.95 \$ 4,484.00	\$ 1.00 \$ 4,720.00	<b>\$ 0.75 \$ 3,540.0</b>	) \$ 1.00 \$ 4,720.00
97		MRK TY II (W) 4-IN (BRK) (100MIL) COMPLETE IN PLACE, the sum of	LF	4,135	\$	0.12								
98		MRK TY II (W) 4-IN (DOT) (100MIL) COMPLETE IN PLACE, the sum of	LF	820	\$	0.76						. , ,		
99		MRK TY II (W) 4-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	5,825	\$	0.10								
100		MRK TY II (W) 8-IN (DOT) (100MIL) COMPLETE IN PLACE, the sum of	LF	325	\$	0.40			· · ·	· · · · ·	· · · · ·	. ,		
101		MRK TY II (W) 8-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	300	\$	0.30								
102	,	MRK TY II (W) 12-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of		445	\$	0.90								
102		MRK TY I (W) 12-IN (SED) (100MIL) COMPLETE IN PLACE, the sum of	EA	110	\$	75.00	•	T	· · · · · · · ·	• • • •				
100	,	MRK TY II (W) 24-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	600	φ	2.60								

# **Bid Comparison** Northwest Boulevard Improvements

Northwest Bo												
ITEM NO.	PAY ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED	Engineer's	s Estimate	Capital Excavation	Smith Construction	James Construction	Chasco Construction	Jordan Foster	Joe Bland
				QUANTITY	UNIT COST	AMOUNT BID	UNIT COST AMOUNT BID	UNIT COST AMOUNT BID	UNIT COST AMOUNT BID	UNIT COST AMOUNT BID	UNIT COST AMOUNT BID	UNIT COST AMOUNT BID
105	SD5-22	INSTALL, REFL PAV MRK TY II (W) (ARROW) (100MIL) COMPLETE IN PLACE, the sum of	EA	12	\$ 57.00	\$ 684.00	\$ 75.00 \$ 900.00	\$ 82.00 \$ 984.00	\$ 50.00 \$ 600.00 \$	79.00 \$ 948.00	\$ 85.00 \$ 1,020.00	\$         107.00         \$         1,284.00
106	SD5-23	INSTALL, REFL PAV MRK TY II (W) (WORD) (100MIL) COMPLETE IN PLACE, the sum of	EA	2	\$ 83.00	\$ 166.00	\$ 105.00 \$ 210.00	\$ 140.00 \$ 280.00	\$ 55.00 \$ 110.00 \$	110.00 \$ 220.00	\$ 145.00 \$ 290.00	<b>\$</b> 179.00 <b>\$</b> 358.00
107	SD5-24	INSTALL, REFL PAV MRK TY II (W) (BIKE SYMBOL) (100MIL) COMPLETE IN PLACE, the sum of	EA	17	\$ 80.00	\$ 1,360.00	\$ 125.00 \$ 2,125.00	\$ 140.00 \$ 2,380.00	\$ 35.00 \$ 595.00 \$	130.00 \$ 2,210.00	\$ 145.00 \$ 2,465.00	\$ 179.00 \$ 3,043.00
108	SD5-25	INSTALL, REFL PAV MRK TY II (W) (BIKE ARROW) (100MIL) COMPLETE IN PLACE, the sum of	EA	17	\$ 56.00	\$ 952.00	\$ 65.00 \$ 1,105.00	\$ 82.00 \$ 1,394.00	\$ 25.00 \$ 425.00 \$	68.00 \$ 1,156.00	\$ 85.00 \$ 1,445.00	\$ 107.00 \$ 1,819.00
109	SD5-26	INSTALL, REFL PAV MRK TY II (Y) 4-IN (SLD) (100MIL) COMPLETE IN PLACE, the sum of	LF	4,720	\$ 0.10	\$ 472.00	\$ 0.50 \$ 2,360.00	\$ 0.44 \$ 2,076.80	\$ 0.25 \$ 1,180.00 \$	0.35 \$ 1,652.00	\$ 0.45 \$ 2,124.00	\$ 0.60 \$ 2,832.00
110	SD5-27	INSTALL, REFL PAV MRKR TY-IC, COMPLETE IN PLACE, the sum of	EA	101	\$ 3.75	\$ 378.75	\$ 6.00 \$ 606.00	\$ 6.45 \$ 651.45	\$ 20.00 \$ 2,020.00 \$	6.00 \$ 606.00	\$ 6.50 \$ 656.50	\$ 8.00 \$ 808.00
111	G1-2	FURNISH AND INSTALL TRAFFIC SIGNS, COMPLETE IN PLACE, the sum of	EA	52	\$ 250.00	\$ 13,000.00	\$ 425.00 \$ 22,100.00	\$ 295.00 \$ 15,340.00	\$ 437.43 \$ 22,746.36 \$	445.00 \$ 23,140.00	\$ 305.00 \$ 15,860.00	\$ 380.00 \$ 19,760.00
112	G6-1	FURNISH, INSTALL, AND MAINTAIN SEDIMENT CONTROL FENCE, COMPLETE IN PLACE, the sum of	LF	1,490	\$ 2.50	\$ 3,725.00	\$ 2.00 \$ 2,980.00	\$ 3.35 \$ 4,991.50	\$ 3.08 \$ 4,589.20 \$	2.00 \$ 2,980.00	\$ 2.60 \$ 3,874.00	\$ 3.00 \$ 4,470.00
113	G6-2	INSTALL, AND MAINTAIN STABILIZED CONSTRUCTION ENTRANCE, COMPLETE IN PLACE, the sum of	EA	3	\$ 1,700.00	\$ 5,100.00	\$ 1,150.00 \$ 3,450.00	\$ 2,900.00 \$ 8,700.00	\$ 3,148.89 \$ 9,446.67 \$	950.00 \$ 2,850.00	\$ 2,200.00 \$ 6,600.00	\$ 1,300.00 \$ 3,900.00
114	G6-3	FURNISH, INSTALL, AND MAINTAIN TREE PROTECTION, COMPLETE IN PLACE, the sum of	EA	7	\$ 300.00	\$ 2,100.00	\$ 165.00 \$ 1,155.00	\$ 315.00 \$ 2,205.00	\$ 155.00 \$ 1,085.00 \$	69.00 \$ 483.00	\$ 350.00 \$ 2,450.00	\$ 80.00 \$ 560.00
115	G6-4	FURNISH, INSTALL, AND MAINTAIN EROSION CONTROL BLANKETS, COMPLETE IN PLACE, the sum of	SY	8,878	\$ 2.00	\$ 17,756.00	\$ 1.20 \$ 10,653.60	\$ 1.25 \$ 11,097.50	\$ 1.13 \$ 10,032.14 \$	1.50 \$ 13,317.00	\$ 1.70 \$ 15,092.60	\$ 2.00 \$ 17,756.00
116	G6-5	FURNISH, INSTALL, AND INLET PROTECTION, COMPLETE IN PLACE, the sum of	EA	32	\$ 100.00	\$ 3,200.00	\$ 75.00 \$ 2,400.00	\$ 90.00 \$ 2,880.00	\$ 78.08 \$ 2,498.56 \$	75.00 \$ 2,400.00	\$ 70.00 \$ 2,240.00	\$ 100.00 \$ 3,200.00
117	G6-6	FURNISH, INSTALL, AND MAINTAIN ROCK BERM, COMPLETE IN PLACE, the sum of	LF	20	\$ 45.00	\$ 900.00	\$ 33.00 \$ 660.00	\$ 45.00 \$ 900.00	\$ 44.02 \$ 880.40 \$	20.00 \$ 400.00	\$ 36.00 \$ 720.00	\$ 56.00 \$ 1,120.00
118	G7-1	FURNISH AND INSTALL 6-IN TOPSOIL, the sum of	SY	8,878	\$ 5.00	\$ 44,390.00	\$ 4.00 \$ 35,512.00	\$ 2.00 \$ 17,756.00	\$ 2.60 \$ 23,082.80 \$	6.50 \$ 57,707.00	\$ 1.60 \$ 14,204.80	\$ 4.00 \$ 35,512.00
119	G7-2	FURNISH AND INSTALL FERTILIZER, the sum of	TON	1.20	\$ 1,500.00	\$ 1,800.00	\$ 1,400.00 \$ 1,680.00	\$ 1,500.00 \$ 1,800.00	\$ 1,383.75 \$ 1,660.50 \$	890.00 \$ 1,068.00	\$ 910.00 \$ 1,092.00	\$ 2,600.00 \$ 3,120.00
120	G7-3	FURNISH AND INSTALL SEEDING, the sum of	SY	8,878	\$ 4.00	\$ 35,512.00	\$ 0.60 \$ 5,326.80	\$ 0.50 \$ 4,439.00	\$ 0.25 \$ 2,219.50 \$	1.00 \$ 8,878.00		
121	G7-4	FURNISH AND INSTALL FIBER MULCH, the sum of	SY	8,878	\$ 2.50			\$ 0.25 \$ 2,219.50	\$ 0.23 \$ 2,041.94 \$	0.50 \$ 4,439.00		· · · · · · · · · · · · · · · · · · ·
122	SD1-3	INSTALL TEMP PAVEMENT (8-IN HMAC TYPE B), COMPLETE IN PLACE, the sum of	SY	575	\$ 55.00				\$ 57.30 \$ 32,947.50 \$	59.00 \$ 33,925.00		
123		REMOVING CONC (CTB), the sum of	LF	148	\$ 16.20	. ,	· · · ,	. , ,	\$ 52.67 \$ 7,795.16 \$	36.00 \$ 5,328.00		. ,
124		C CL CONC (MISC), the sum of	СҮ	2.0	\$ 750.00	. ,	· · · · ,		\$ 2,012.62 \$ 4,025.24 \$	820.00 \$ 1,640.00		
125		REMOVE STR (CONC), the sum of	EA	2.0	\$ 6,975.00		· , , . ,		\$ 1,948.79 \$ 3,897.58 \$	818.00 \$ 1,636.00	\$ 2,900.00 \$ 5,800.00	\$ 3,700.00 \$ 7,400.00
126		BARRICADES, SIGNS, AND TRAFFIC HANDLING, the sum of	МО	12.0	\$ 5,000.00		, , ,		\$ 12,623.73 \$ 151,484.76 \$	9,000.00 \$ 108,000.00	\$ 8,000.00 \$ 96,000.00	. , . ,
127		PORT CTB (FUR & INST) (F-SHAPE) (TY I), the sum of	LF	1,700	\$ 19.00	. ,	, , ,			, , ,		
128		PORT CTB (REMOVE) (F-SHAPE) (TY I), the sum of	LF	1,700	\$ 4.40	. ,	. ,					
129		PTB (FUR & INST) (STEEL), the sum of	LF	1,200	\$ 62.00					37.00 \$ 44,400.00		
130		PTB (MOVE) (STEEL), the sum of	LF	1,200	\$ 13.20					5.50 \$ 6,600.00		
131		PERM CTB (SGL SLOPE) (TY 3) (42), the sum of	LF	148	\$ 110.00					· · · · ·	· · · · ·	· · · · · · · · · · · · · · · · · · ·
132		CRASH CUSH ATTEN (INSTL), the sum of	EA	3	\$ 10,050.00				\$ 16,222.10 \$ 48,666.30 \$	5,500.00 \$ 16,500.00	. , ,	
133		CRASH CUSH ATTEN (REMOVE), the sum of	EA	3	\$ 810.00				\$ 1,500.00 \$ 4,500.00 \$	790.00 \$ 2,370.00		
134		WK ZN PAV MRK NON-REMOV (W) 4-IN (SLD), the sum of	LF	1,635	\$ 0.20			. , , ,	\$ 1.60 \$ 2,616.00 \$	0.60 \$ 981.00		
135		WK ZN PAV MRK NON-REMOV (W) 24-IN (SLD), the sum of	LF	82	\$ 4.42					8.50 \$ 697.00		
136		WK ZN PAV MRK NON-REMOV (Y) 4-IN (SLD), the sum of	LF	3.690	\$ 0.20					0.50 \$ 1,845.00		1 ·····
137		WK ZN PAV MRK REMOV (W) 4-IN (SLD), the sum of	LF	1,115	\$ 0.65					0.60 \$ 669.00		
137		WK ZN PAV MRK REMOV (Y) 4-IN (SLD), the sum of	LF	2.340	\$ 0.80					0.60 \$ 1,404.00		
138		ELIM EX PAV MRK & MRKS (4-IN), the sum of	LF	5,325	\$ 0.25					0.75 \$ 3,993.75	· · · · · · · · · · · · · · · · · · ·	
140		ELIM EX PAV MRK & MRKS (24-IN), the sum of	LF	82	\$ 4.05					4.50 \$ 369.00		
140		PORTABLE CHANGEABLE MESSAGE SIGN, the sum of	DAY	60	\$ 100.00							
141	0001 0001	INSURANCE, BONDS AND MOVE-IN EXPENSES NOT TO EXCEED 5% OF TOTAL BID, the sum of	LS	1	\$ 390,000.00			. ,		392,000.00 \$ 392,000.00	, , ,	
142			LOF ALL ESTIMATED PRIC	TES BASE BID.		8,192,334.24	· · · · · · · · · · · · · · · · · · ·		\$ 8,481,907.20 \$			
				CE ACCOUNT:		250,000.00			\$ 250,000.00 \$	250,000.00	\$ 250,000.00	
		TOTAL OF ALL	ESTIMATED PRICES + FOR			8,442,334.24		,		,		
		IOTAL OF ALL	ESTIMATED FRICES + FOR	CE ACCOUNT	Φ	0,442,334.24	¢ 0,302,137.40	φ 9,000,770.00	\$ 0,751,907.20 \$	0,149,090.00	\$ 0,240,703.04	φ 12,007,434.00
			ACTUAL E	BID PROPOSAL	N/	/A	\$ 8,373,417.40	\$ 9,558,778.35	\$ 8,731,907.20 \$	8,149,698.00	\$ 8,240,783.84	\$ 12,604,494.80
			ADJUSTMEN	T DIFFERENCE	N/	/A	\$ 8,740.00	\$ -	\$ 0.00 \$	-	\$ -	\$ 4,940.00
				BID BOND	N	/Δ	NO	YES	NO	YES	NO	YES
							NO	NO	NO	YES	NO	NO
				0400			NO	NO	NO	NO	NO	NO
				ADDENDUM 1	N/		YES	YES	NO	YES	YES	YES
				ADDENDUM 2	N/		YES	YES	NO	YES	YES	YES
				ADDENDUM 3	N/	/A	YES	YES	NO	YES	YES	YES

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve a **contract** with **Cutler Repaving** of Lawrence, Kansas for the **2019 Street Maintenance Project - Hot In Place Recycling** (HIPR) in the amount of **\$2,880,737.50** -- Wesley Wright, P.E., Systems Engineering Director and Michael Hallmark, CIP Manager

## **ITEM SUMMARY:**

Bids were received by the City of Georgetown until 10:00 A.M. on Wednesday, April 1, 2019 for the above referenced project. One (1) competitive bid was received and a detailed bid tabulation of this bid is attached for your use.

The HIPR project will consist of two parts. Part A: Downtown Area Streets and Part B: Berry Creek Subdivision Streets. The construction will include of approximately 215,000 square yards of HIPR, 140,750 linear feet of milling, adjustment of water valves and manholes, tree pruning, traffic control, and miscellaneous striping for both parts. The street locations are shown on the attached Exhibit A.

The low qualified bidder for the project is Cutler Repaving, Inc. of Lawrence, Kansas with a total bid (Parts A thru B) of **\$2,880,737.50**. Cutler Repaving, Inc. has performed all previous HIPR projects for the City of Georgetown.

## **Staff Recommendations:**

Staff and KPA Engineers recommends executing this contract for the 2019 Street Maintenance Project - Hot In Place Recycling (HIPR) to Cutler Repairing of Lawrence, Kansas, in the amount of \$2,880,737.50.

## **BOARD RECOMMENDATION:**

GTAB Board meeting was after the due date for Council items. GTAB's recommendation will be given at the dais.

## FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the Transportation CIP Account number 203-9-0880-90-071

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager.

ATTACHMENTS:

Engineers Letter of Recommendation 2019 HIPR Bid Tab Area Location Map Exhibit



**KASBERG, PATRICK & ASSOCIATES, LP** 

CONSULTING ENGINEERS Texas Firm F-510

<u>Temple</u> 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 <u>Georgetown</u> 1008 South Main Street Georgetown, Texas 78626 (512) 819-9478

May 1, 2019

Mr. Ken Taylor Systems Engineering Project Manager City of Georgetown 300-1 Industrial Avenue Georgetown, Texas 78626-8445

Re: City of Georgetown 2019 Street Maintenance Project: Hot-in-Place Recycled Pavement (HIPR) Georgetown, Texas

Mr. Taylor,

Bids were received by the City of Georgetown until 10:00 A.M. on Wednesday, April 1, 2019 for the above referenced project. One (1) competitive bid was received and a detailed bid tabulation of this bid is attached for your use.

The HIPR project will consist of two parts. Part A: Downtown Area Streets and Part B: Berry Creek Subdivision Streets. The construction will include of approximately 215,000 square yards of HIPR, 140,750 linear feet of milling, adjustment of water valves and manholes, tree pruning, traffic control, and miscellaneous striping for both parts. The street locations are shown on the attached Exhibit A.

The low qualified bidder for the project is Cutler Repaving, Inc. of Lawrence, Kansas with a total bid (Parts A thru B) of **\$2,880,737.50**. Cutler Repaving, Inc. has performed all previous HIPR projects for the City of Georgetown.

Mr. Ken Taylor May 1, 2019 Page Two

We have reviewed the current workload, references and construction history of Cutler Repaving, Inc. and their subcontractors. As a result of our findings, we recommend that a contract be awarded for the Base Bid (Parts A thru E), should funds be available, to **Cutler Repaving, Inc.** in the amount of **\$2,880,737.50**. Should you have questions, please call.

Sincerely,

alid Sater

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

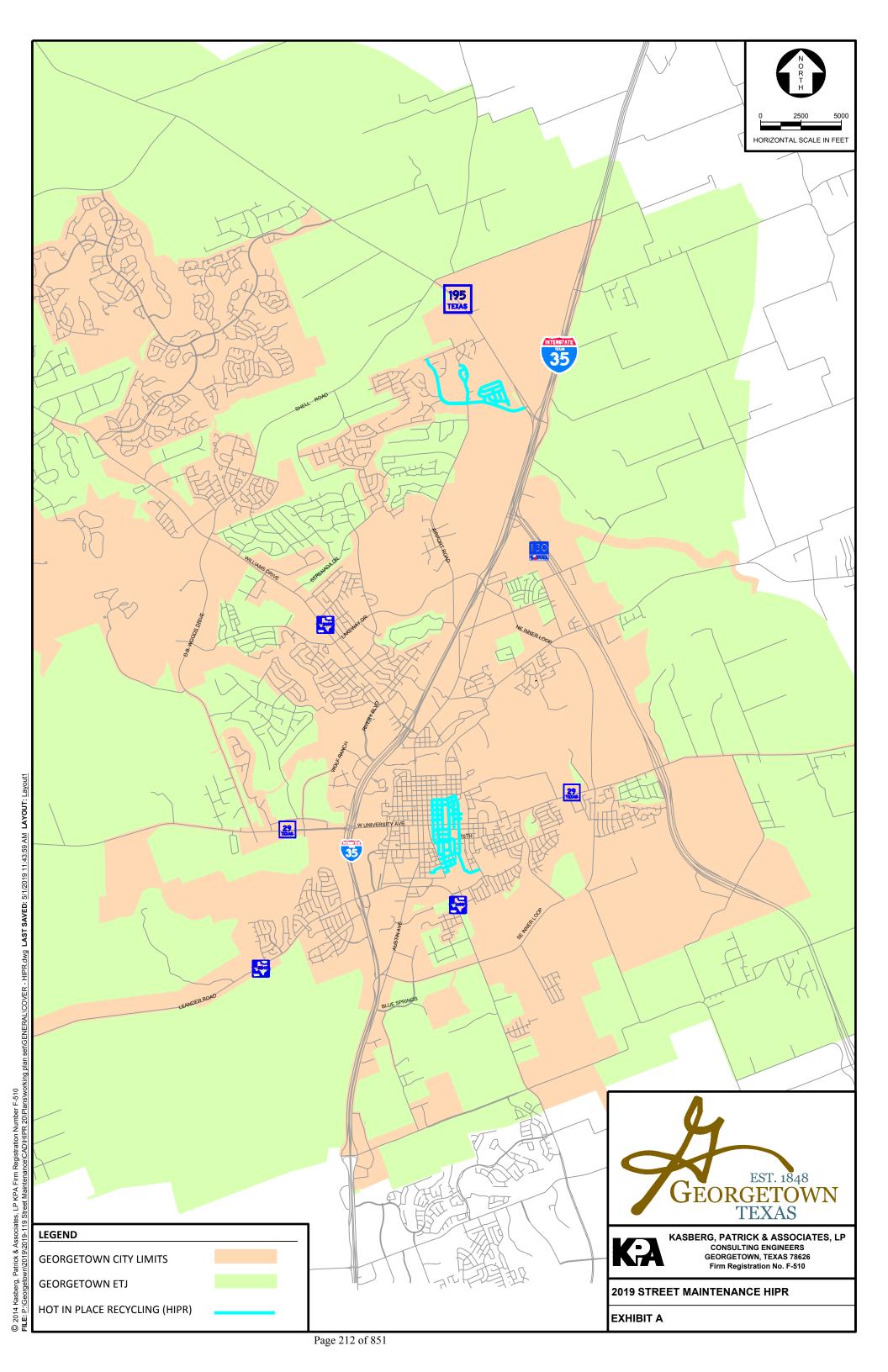
ARS/

 xc: Mr. Wesley Wright, PE, City of Georgetown Mr. Michael Hallmark, City of Georgetown Ms. Nicole Abrego, City of Georgetown Mr. John Miles, Cutler Repaving, Inc. Mr. Jim King, Cutler Repaving, Inc. 2019-113-30

# BID TABULATION CITY OF GEORGETOWN TEXAS Hot In Place Recycling (HIPR) May 1, 2019; 10:00 AM

Repaving, Inc. E. 27th Street e, KS 66046-4917	Extended	Amount	6,500.00		500.00	35,650.00 966,000.00	226,875.00	54,000.00	253,000.00	00 007 5	3,080.00	1,500.00	11,375.00	22,000.00	00.010(1)	12,000.00	12 250 00	\$ 1,662,330.00	Extended		6,500.00	500.00	31,000.00	840,000.00	21,600.00	86,250.00	3,900.00	675.00	3,675.00	9,000.00	37,500.00	\$ 1,218,407.50	1,662,330.00	5	2,880,737.50	ES ES ES	X	I.R. SUTTON, III
Lawrence, k	Unit	Price	6,500.00		500.00	35,650.00	2.75	108.00	115.00	00.01	12.00	15.00	175.00	275.00	00.017	150.00	12.250.00		Unit Prico		6,500.00	500.00	31,000.00	8.40	108.00	115.00	12.00	15.00	175.00	150.00	37,500.00	•				X X	MAN SAN	ALVIN
		Description Description	For Insurance, Bonds and Mobilization, not to exceed 5% of for	For Providing a Video DVD of the Project Area Prior to and	uction	I rathic Control Plan & Implementation Furnishing and Installing H.I.P.R with HMAC Type "D"	Existing Asphalt as Detailed in the Plans	For Excavation (Asphalt/Base Materail) of Areas for Full Depth Repair	For Furnishing & Placing Additional HMAC Type "D" for Full		Furnish & Install White Stop Bar 1 hermo Plastic Striping Furnish & Install White Crosswalk Thermo Plastic Striping	Furnish & Install Reflective Pavement Buttons, Double Blue Reflector	ng Existing Water Valve	For Raising Existing Manholes to Grade For Removal of Existing 6-inch Thick Concrete Collar around	Existing Water Valve For Removal of Existing 6-inch Thick Concrete Collar around		weeks Prior to Start Date For Printing Trees According to the Snecifications	A - (Items 1 - 16)	Bid Data Description		For Insurance, Bonds and Mobilization, not to exceed 5% of Part B	For Providing a Video DVD of the Project Area Prior to and After Construction	Traffic Control Plan & Implementation	Furnishing and Installing H.I.P.R with HMAC Type "D" For Milling Existing Asphalt as Detailed in the Plans	For Excavation (Asphalt/Base Materail) of Areas for Full Depth Repair	For Furnishing & Placing Additional HMAC Type "D" for Full Depth Repair/Level Up	Furnish & Install White Stop Bar Thermo Plastic Striping Furnish & Install White Crosswalk Thermo Plastic Strining	Furnish & Install Reflective Pavement Buttons, Double Blue	ng Existin	For Providing and Boards at Four (4)	weeks Prior to Star For Pruning Trees	B - (Items 1 - 16)			TOTAL AMOUNT ALL PARTS	dendum No. 1 00400? 00410?	orrect and true tabulation of all bids received	The sale
	Unit	an Ctwa	LS		rs,	SY	LF	СУ	NI		LF	EA	EA	EA					Unit	treets	LS	LS		SY	СҮ	NI	LF	EA	EA	ЪΑΥ	LS	ART	Y rea Stre	Streets		lge Add ction #0 ction #0	is is a co	Y
	Estimated	No. Quantity Dart 4. Dominion Area Create	100%		100%	115,000	82,500	500	2,200	000	300 275	100	65	80		80	100%	AM	Estimated	Berry Creek Streets	100%	100%	100%	100,000 58,250	200	750	325	45	21	60	100%	AMOUNT: PART	PROJECT SUMMARY Part A: Downtown Are	Part B: Berry Creek Streets		Did Bidder Acknowledge Addendum Nc Did Bidder provide Section #00400? Did Bidder provide Section #00410?	I hereby certify that this is a correct and	n n
	Item	No.	1		5 6	<del>ب</del> 4	5	9	7	0	9	10	11	12		15	16	TOTAL	Item No	Part B: B	1	2		4 0	6	7	8 0	10	11	13		TOTAL	ROJEC art A: I	art B: F	15	id Bidd id Bidd id Bidd	hereby c	1

Page 1 of 1



# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

## SUBJECT:

Forwarded from the Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve Amendment #3 of Task Order A&F-16-003 with Aguirre & Fields, LP of Austin, Texas, for professional services to provide engineering and support services required to complete the environmental clearance documents and prepare 30% plans, specifications and estimate package for the Austin Avenue Bridges Project in the amount of \$150,022.25 -- Octavio Garza, PE, CPM, Public Works Director

## ITEM SUMMARY:

The project started January 2016 when City Council approved a task order with Aguirre & Fields (AF) for professional services to provide engineering and support services required to develop preliminary design alternatives, conduct public involvement, initiate environmental services, and prepare 30% plans and project specifications and estimates to address the bridges and roadway improvements on Austin Avenue from Morrow Street to 3rd Street. The scope of the work and goal at that time can be summarized by stating the intent was to move the project through the environmental process that would ensure the project qualifies for federal funding. A summary of the contracted costs for efforts to date are presented in Table 1.

		Table 1	1
1	Initial Task Order	\$662,546.00	Scope of work as stated above
2	Structural forensic review	\$49,500.00	Forensic review by AF
3	Task Order Amendment #1	\$23,500.00	Steel Testing by WJE (Engineering Firm)
4	LAN (Engineering Firm)	\$5,000.00	Independent forensic review
5	URS (Engineering Firm)	\$10,132.50	Independent forensic review
6	Task Order Amendment #2	\$190,330.65	Environmental coordination beyond initial scope of work.
	Sub Total	\$941,009.15	

To date, the work completed exceeds planned work, in part, due to assumptions of having originally 4 construction alternatives for the project, then 8, then 12. Also, further work is required. Over the lifetime of the project there has been a very engaged community that includes the community in general, consulting parties, which is a handpicked group of community residents and business owners, as well as our advisory board and governing council. Due to complexities of the State and Federal environmental process and public interest, we anticipate requiring additional funding to reach the previously defined goal of obtaining environmental clearance making the project eligible for future federal funding needed for construction. The table below indicates funding sources used and also possibly available for the project.

	Table 2	
Work Item 1	\$662,546.00	General Fund – Capital Projects
Work Items 2-6	\$278,463.15	Fund 203
Amendment #3 (Pending Approval)	\$150,022.25	Fund 203 Or General Fund Streets
Total	1,091,031.40	

In summary, additional funding of \$150,022.25 is needed to complete the environmental process. Also of note, The Capital Area Metropolitan Planning Organization (CAMPO) has awarded \$1.3 million that can be used towards construction of the project. Other potential sources of construction funding include applying for CAMPO funding for construction of the pedestrian bridges and TxDOT Category 6 funding for rehabilitation of the vehicular bridges. A CAMPO call for projects is expected in December 2019 and a TxDOT Category 6 call in September 2020. Also, the City can apply for off-system bridge rehabilitation funding from TxDOT. All non-city funding sources require the aforementioned environmental clearance.

FINANCIAL IMPACT:

Funds for Amendment #3 are available in Arterial Reserve.

SUBMITTED BY: Octavio Garza, PE, Public Works Director

## ATTACHMENTS:

Construction Cost Estimate Exhibit B-2 Task Order - Amendment 3 Exhibit E-2 Project Layout

## CONTROL: 0914-05-187 COUNTY: WILLIAMSON

## PRELIMINARY ESTIMATE CITY OF GEORGETOWN

PROJECT	<u>.</u>	AUSTIN AVENUE BRIDGES PROJECT				
PREPARE	ED BY:	AGUIRRE & FIELDS	_		Date:	12/17/18
ITEM	DESC					
NO.	NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
					PHASE 1	\$3,864,573.44
					PHASE 2	\$2,915,144.96
		PROJECT TOTAL				\$6,779,718.40

## CONTROL: 0914-05-187 COUNTY: WILLIAMSON

## PRELIMINARY ESTIMATE CITY OF GEORGETOWN

PROJECT: AUSTIN AVENUE BRIDGES PROJECT - PHASE 1

PREPARE	D BY:	AGUIRRE & FIELDS	_		Date:	12/17/18
ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
100	6002	PREPARING ROW	STA	17.40	\$2,875.85	\$50,040.00
104	6001	REMOVING CONC (PAV)	SY	5778.00	\$5.82	\$33,605.00
104	6017	REMOVING CONC (DRIVEWAYS)	SY	358.00	\$11.00	\$3,937.00
104	6022	REMOVING CONC (CURB AND GUTTER)	LF	1995.00	\$6.05	\$12,060.00
104		REMOVING CONC (SIDEWALK OR RAMP)	SY	1907.00	\$10.82	\$20,643.00
110		EXCAVATION (ROADWAY)	CY	3786.00	\$6.60	\$24,992.00
132	6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	2389.00	\$6.13	\$14,639.00
247		FL BS(CMP IN PLC)(TY D GR 5)(FNAL POS)	CY	1437.00	\$43.50	\$62,510.00
260	6006	LIME TRT (EXST MATL) (6")	SY	6463.00	\$1.93	\$12,469.00
341	6008	D-GR HMA TY-B PG64-22	TON	711.00	\$63.43	\$45,100.00
360	6027	CURB (TYPE II)	LF	1870.00	\$6.47	\$12,093.00
416	6003	DRILL SHAFT (30 IN)	LF	150.00	\$117.34	\$17,601.00
420	6043	CL C CONC (FOOTING)	CY	3.00	\$687.92	\$2,064.00
422	6001	REINF CONC SLAB	SF	39056.00	\$20.00	\$781,120.00
422	6010	STR STEEL (SHEAR CONNECTOR)	LB	2098.00	\$15.00	\$31,470.00
429	6002	CONC STR REPAIR (EPOXY MORTAR)	SF	1000.00	\$150.00	\$150,000.00
429	6009	CONC STR REPAIR (STANDARD)	SF	200.00	\$200.00	\$40,000.00
432	6002	RIPRAP (CONC)(5 IN)	CY	2.04	\$378.53	\$772.00
432	6046	RIPRAP (MOW STRIP)(5 IN)	CY	3.88	\$416.58	\$1,616.00
434	6002	ELASTOMERIC BEARING (LAMINATED)	EA	252.00	\$360.00	\$90,720.00
446	6002	CLEAN & PAINT EXIST STR (SYSTEM II)	LS	2.00	\$150,000.00	\$300,000.00
450	6012	RAIL (TY T411)	LF	1480.00	\$125.00	\$185,000.00
454	6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A	LF	816.00	\$85.00	\$69,360.00
464	6003	RC PIPE (CL III)(18 IN)	LF	200.00	\$50.37	\$10,074.00
464	6005	RC PIPE (CL III)(24 IN)	LF	400.00	\$66.97	\$26,789.00
465	6006	JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	4.00	\$3,932.66	\$15,731.00
465	6021	INLET (COMPL)(PCO)(5FT)(NONE)	EA	6.00	\$4,720.39	\$28,322.00
465	6022	INLET (COMPL)(PCO)(5FT)(LEFT)	EA	6.00	\$4,920.69	\$29,524.00
465	xxxx	JELLYFISH FILTERJF4-1-1	EA	1.00	\$31,200.00	\$31,200.00
467	6005	SET (TY I) (24 IN) (3: 1) (C)	EA	3.00	\$1,583.33	\$4,750.00
495	6001	RAISING EXIST STRUCT	LS	2.00	\$200,000.00	\$400,000.00
496	6002	REMOV STR (INLET)	EA	6.00	\$613.62	\$3,682.00

ITEM	DESC					
NO.	NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
496	6013	REMOV STR (BRIDGE SLAB)	EA	2.00	\$80,000.00	\$160,000.00
496	XXXX	REMOV STR (STL BEARINGS)	EA	252.00	\$15.00	\$3,780.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	МО	18.00	\$6,500.00	\$117,000.00
530	6004	DRIVEWAYS (CONC)	SY	319.00	\$69.41	\$22,141.00
531	6002	CONC SIDEWALKS (5")	SY	288.80	\$49.42	\$14,273.00
531	6004	CURB RAMPS (TY 1)	EA	13.00	\$1,425.55	\$18,532.00
545	6006	CRASH CUSH ATTEN (INSTL)(L)(N)(TL2)	EA	4.00	\$15,352.27	\$61,409.00
610	6009	REMOVE RD IL ASM (TRANS-BASE)	EA	15.00	\$453.85	\$6,808.00
610	6162	IN RD IL (TY SA) 30T-8 (250W EQ) LED	EA	15.00	\$2,500.00	\$37,500.00
618	6023	CONDT (PVC) (SCH 40) (2")	LF	1500.00	\$8.15	\$12,218.00
620	6009	ELEC CONDR (NO.6) BARE	LF	1500.00	\$1.31	\$1,958.00
620	6010	ELEC CONDR (NO.6) INSULATED	LF	3000.00	\$1.54	\$4,618.00
624	6008	GROUND BOX TY C (162911)W/APRON	EA	5.00	\$1,061.81	\$5,309.00
666	6002	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	LF	780.00	\$0.58	\$452.00
666	6011	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	LF	157.00	\$0.54	\$85.00
666	6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	122.00	\$0.66	\$80.00
666	6041	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	LF	683.00	\$2.64	\$1,800.00
666	6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	153.00	\$4.98	\$762.00
666	6125	REFL PAV MRK TY I (Y)4"(SLD)(090MIL)	LF	3489.00	\$0.74	\$2,590.00
776	6036	REPAIR (STL POST RETROFIT)	EA	4.00	\$5,000.00	\$20,000.00
784	6003	REP STL BRIDGE MEMBER (DIAPHRAGM)	EA	64.00	\$250.00	\$16,000.00
					SUBTOTAL	\$3,019,198.00
				М	OBILIZATION - 8%	\$241,535.84
				COI	NTINGENCY - 20%	\$603,839.60
		PROJECT TOTAL				\$3,864,573.44

#### CONTROL: 0914-05-187 COUNTY: WILLIAMSON

#### PRELIMINARY ESTIMATE CITY OF GEORGETOWN

PROJECT: AUSTIN AVENUE BRIDGES PROJECT - PHASE 2

PREPARE	D BY:	AGUIRRE & FIELDS			Date:	12/17/18
ITEM	DESC					
NO.	NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
400	6005	CEM STABIL BKFL	CY	23.00	\$70.00	\$1,610.00
416	6003	DRILL SHAFT (30 IN)	LF	200.00	\$150.00	\$30,000.00
416	6008	DRILL SHAFT (60 IN)	LF	160.00	\$415.00	\$66,400.00
420	6013	CL C CONC (ABUT)	CY	35.20	\$850.00	\$29,920.00
420	6029	CL C CONC (CAP)	CY	31.60	\$1,000.00	\$31,600.00
420	6037	CL C CONC (COLUMN)	CY	58.00	\$1,000.00	\$58,000.00
420	6074	CL C CONC (MISC)	CY	24.00	\$578.46	\$13,883.00
422	6001	REINF CONC SLAB	SF	8518.00	\$15.00	\$127,770.00
423	6001	RETAINING WALL (MSE)	SF	1457.00	\$38.51	\$56,109.00
432	6002	RIPRAP (CONC)(5 IN)	CY	14.00	\$378.53	\$5,299.00
432	6046	RIPRAP (MOW STRIP)(5 IN)	CY	19.00	\$416.58	\$7,915.00
442	6007	STR STEEL (MISC NON - BRIDGE)	LB	1474.00	\$5.00	\$7,370.00
450	6051	RAIL (HANDRAIL)(TY E)	LF	1529.00	\$94.91	\$145,112.00
462	6007	CONC BOX CULV (5 FT X 3 FT)	LF	360.00	\$236.99	\$85,317.00
464	6003	RC PIPE (CL III)(18 IN)	LF	150.00	\$50.37	\$7,556.00
465	XXXX	NEENAH TYPE R-3924 INLET	EA	1.00	\$2,500.00	\$2,500.00
467	6171	SET (TY I)(S= 5 FT)(HW= 3 FT)(3:1) (C)	EA	1.00	\$3,713.57	\$3,714.00
474	6005	SLOT DRAIN (GAL STL) (18 IN)	LF	48.00	\$278.98	\$13,391.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	МО	9.00	\$6,500.00	\$58,500.00
529	6015	CONC CURB (TY C1)	LF	30.00	\$60.39	\$1,812.00
531	6002	CONC SIDEWALKS (5")	SY	1410.00	\$49.42	\$69,685.00
531	6003	CONC SIDEWALKS (6")	SY	33.00	\$58.01	\$1,914.00
4000	XXXX	PREFAB PED STEEL TRUSS BRIDGE (100')	EA	2.00	\$188,020.00	\$376,040.00
4000	xxxx	PREFAB PED STEEL TRUSS BRIDGE (120')	EA	2.00	\$238,000.00	\$476,000.00
4000	XXXX	PREFAB PED STEEL TRUSS BRIDGE (145')	EA	2.00	\$300,020.00	\$600,040.00
					SUBTOTAL	\$2,277,457.00
				М	OBILIZATION - 8%	\$182,196.56
				CO	NTINGENCY - 20%	\$455,491.40
		PROJECT TOTAL				\$2,915,144.96

#### EXHIBIT B-2

#### **Schedule of Engineer's Services**

The supplemental work to be performed by the Engineer under this contract consists of providing additional engineering and support services required to develop preliminary alternatives, facilitate public involvement, and coordinate environmental actions to determine a solution for replacing or rehabilitating the bridges on Austin Avenue. Additional effort is required due to the complexity of the environmental process, lengthening of project schedule and project publicity (and related additional tasks).

The Engineer shall perform all work and prepare all deliverables in accordance with the applicable/current requirements of Texas Department of Transportation's (TxDOT's) specifications, standards and manuals.

The Engineer shall perform quality control and quality assurance (QA/QC) on all deliverables.

Adjusted Project Timeline (based on latest status):

		Austin Avenue Planning Timeline (*1)
Fron	n – To	Task Order Amendment for Public Involvement / Outreach & 30% PS&E (PIO / 30%)
Oct-16	Nov-16	No change
Dec-16	Jun-17	No change
Jul-17	Sep-17	No change
Sept-18	May-19	No change Prepare Geometric Layout & Preliminary Estimate (began in Sept-18 based on Council approval timing)
Jun-19	Dec-19	<ul> <li>Complete 106 Consulting Consultation Process, EA Technical Reports, alternative analysis to select Proposed Alternative, agency coordination, and EA.</li> <li><i>With City approval of selected preferred alternative (geometric layout) that does not result in adverse effects,</i> remaining Technical Reports can be completed.</li> <li>TxDOT Austin District biologists request biological surveys to coordinate with TPWD and USFWS.</li> <li>Geologic Assessment to be completed to inform Endangered Species Act coordination.</li> <li>Section 106 consultation process includes review of preferred alternative to confirm no adverse effects.</li> <li>GTAB Update and Council Update/Direction if required.</li> <li>Plan and prepare for Public Hearing if EA (Public Meeting if CE) (*2).</li> <li>Note that CAMPO Project Call may open in December 2019 and close one (1) month later in January 2020 (CAMPO schedule TBD).</li> </ul>
Jan-20	Mar-20	Conduct Public Hearing (within this timeframe).
	Oct-16 Dec-16 Jul-17 Sept-18 Jun-19	From - To         Oct-16       Nov-16         Dec-16       Jun-17         Jul-17       Sep-17         Sept-18       May-19         Jun-19       Dec-19

2	Apr-20	May-20	Address Comments and make revisions post Public Hearing,
	_		Develop and Submit 30% PS&E- project ready for Design Task Order
			if City pursues CAMPO/State monies (including TxDOT Category 6
			Bridge Program off-system funding with expected next call during
			September 2020).

Notes:

(\*1) Project timeline based on environmental review process. Modifications will be promptly brought to City's attention.

(\*2) Expectation via TxDOT Austin District is that that CE would be appropriate and Public Hearing would not be required. If Public Hearing is not required, then legal notice publication timeline, formalities of proceedings, and Public Hearing Summary Report including transcript would not be required. A Public Meeting Summary Report would be required if a Public Meeting were held.

#### **ROUTE AND DESIGN STUDIES (Function Code 110)** (*All*)

- A. Data Collection no change
- **B. Design Concept Conference (DCC)** no change

#### SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, PUBLIC INVOLVEMENT AND LANDSCAPE ARCHITECTURE (Function Code 120) (CMEC)

INITIAL CONSTRAINTS IDENTIFICATION - No change

SECTION 4(F) ANALYSIS – No change

#### **NEPA DOCUMENTATION – Technical Reports**

Below are areas that require additional effort and tasks (referenced from the original scope and fee) from TxDOT, City of Georgetown, and stakeholder additional involvement and direction.

#### A. Environmental Documentation – Technical Reports and Other Studies

- 1. **Investigate Relevant Resource Categories** In anticipation of NEPA compliance, all relevant resource categories must be investigated and documented in accordance with the latest guidance from TxDOT. Major topics are discussed in more detail below.
  - a. **Cultural Resources Archeology –** No Change
  - b. Cultural Resources Historic Resources

Due to extensive public interest in the project, several opportunities to provide comments on the project were provided to Section 106 consulting parties. Because this process has not yet been concluded, it is anticipated that additional revisions to the Historic Resources Survey Report will be necessary to document stakeholder input, as well as comments from the City and TxDOT as it relates to this input.

#### c. Water Resources

- i. Wetlands and Other Waters of the U.S. No change
- ii. Water Pollution Abatement Plan (WPAP) Due to the identification of springs within the project area, additional investigation was required to document spring locations in order discuss T&E species implications, this information will need to be incorporated into the EA and the WPAP, to TxDOT standards.
- d. **Biological Resources** Due to the identification of springs within the project area, additional investigation was required to document spring locations in order discuss T&E species implications, this information will need to be incorporated into the EA and the WPAP, to TxDOT standards.
- e. Hazardous Materials Initial Site Assessment No Change
- f. **Community Impact Assessment** No Change
- g. Section 4(f) Resources No Change
- h. **Noise Analysis** No Change
- i. Air Quality No Change
- 2. **Technical Memoranda Preparation/Comment Response** Due to the extensive comment/response associated with multiple rounds comments and design changes from TxDOT (ENV and District) and City, additional effort is required to address comments and update technical reports that have not been submitted or approved by TxDOT.
- 3. **Public Involvement (support for CD&P)** No Change.

#### NEPA DOCUMENTATION – Environmental Assessment – CMEC Phase 2b

Note that some additional environmental technical analysis resources have been added to help address multiple rounds of comments and responding to various design changes.

#### PUBLIC INVOLVEMENT (23 CFR 771.111) (CMEC)

Due to the controversial and sensitive nature of the project, the level of effort required for public involvement support is greater than provided in the initial scope. The following additional coordination events are anticipated: 1 additional public meeting, additional preparation prior to the public hearing, 6 coordination meetings/updates with the City of Georgetown and Council, and three additional meetings concerning Section 106 consulting parties coordination

**Exclusions** – No change.

#### PUBLIC INVOLVEMENT (23 CFR 771.111) (CD&P)

Level of effort and coordination needed from CD&P due to the controversial and sensitive nature of the project is greater than initial scope. Below are areas that require additional effort (referenced from the original scope and fee) including 1 additional public meeting and 6 coordination meetings/updates with the City of Georgetown and Council.

- **A.** PIP: Develop a Public Involvement Plan. no change
- **B.** Database: no change
- **C.** Stakeholder Outreach and Communications:
  - Perform an additional 4 stakeholder meetings
  - Perform additional press release support to respond to stakeholders.
  - Provide additional support to City web and external communications team for stakeholder updates.
- **D.** Media Relations: Develop and distribute additional media releases to announce public activities and respond to inquiries. All media activities will have City staff approval and will be done in conjunction with staff.
- E. Public Meetings and Hearing Logistics:
  - Prepare additional meeting exhibits, handouts, and slides for one additional public meeting.
- F. Public Meetings and Hearing Notifications:
  - Develop and distribute notification for additional public meeting
- G. Public Meetings and Hearing Dry Runs:
  - Conduct (2) additional rehearsals with City Staff for additional public meeting as previously conducted for other public meetings
- **H.** Staff Public Meetings and Hearing: Provide additional staff for additional public meetings.
- I. Public Meetings Reports: Provide documentation for additional public meeting.
- J. Public Hearing Report: no change
- **K.** Project Updates: Develop, publish and distribute additional project updates up to two (2) for the project.
- L. Project Webpage Content: Provide additional support for webpage content and revisions. Including coordination with project team, city staff, and webmaster.
- **M.** Project Management and Team Coordination: Attend an additional 6 (six) meetings for TXDOT coordination, and City Manager/Council updates. An additional 10 (ten) months of project management and coordination is needed to facilitate participation in and the completion of the environmental process.

LANDSCAPE ARCHITECTURE (SEC) – no change

RIGHT OF WAY DATA (Function Code 130) – no change

FIELD SURVEYING (Function Code 150) (Inland Geodetics) – no change

**ROADWAY DESIGN CONTROLS (Function Code 160)** (AFLP)

#### A. 30% Complete Plan Set

- 1. Alternative Analysis / Exhibit Support no change
- 2. **Geometric Design** The Engineer shall further develop a geometric project layout (1"=50' H, 1"=10' V) (up to two alternatives) for the full length of the project to be reviewed and approved by the City prior to the Engineer proceeding with the 30% milestone submittal package. The Layout shall include additional evaluation for the following features:
  - a. existing/Proposed ROW
  - b. lane widths
  - c. corner clips
  - d. retaining walls
  - e. bridge railing options
  - f. Pedestrian facility options

Limits for road and bridge design will be from 2<sup>nd</sup> Street to Morrow Street

- 3. **Multi-Use Trail Facility Connections** The Engineer will develop preliminary alternatives for trail connections during alternative analysis. An additional two (2) alternatives will be developed for trail connections as part of the geometric layout. The City will confirm trail connection locations and criteria before the Engineer commences design for the 30% PS&E Package.
- 4. **Typical Sections –** no change
- 5. Alignment Data Sheets no change
- 6. **Plan & Profile Drawings** no change
- 7. **Project Layouts –** no change
- 8. **Intersection Layouts –** no change
- 9. GEOPAK Roadway Model no change
- 8. **Roadway Cross-Sections** no change
- 11. **Miscellaneous Roadway Details –** no change.
- 12. Multi-Use Trail Facility no change.
- 13. **Removal Layouts no change.**
- 14. **Plan Sheets** no change

DRAINAGE AND WPAP (Function Code 161) (KFA) – no change

SIGNING, MARKINGS AND SIGNALIZATION (Function Code 162) (AFLP) – no change

MISCELLANEOUS (ROADWAY) (Function Code 163) (AFLP) – no change

#### **PROJECT MANAGEMENT (Function Code 164)** (AFLP)

#### A. Additional Meetings (FC 120 Support)

- 1. Attend and document an additional 6 (six) meetings with the City, 4 (four) with Stakeholders, and two (2) TXDOT coordination meetings.
- 2. Plan, support, and attend one (1) additional "Dry Run" meetings with senior City staff for the Public Involvement Process and an additional 1 (one) meetings for Public Involvement.
- **B.** General Contract Administration An additional fourteen (14) months of project management is needed to support the project due to the environmental process and ongoing TxDOT/Stakeholder coordination.
  - 1. Prepare monthly written progress reports for the project.
  - 2. Project coordination with the City to include documenting correspondence and meeting minutes.
  - 3. Project coordination with Sub-Consultants to include documenting correspondence and meeting minutes.
  - 4. Prepare, distribute and file both written and electronic project correspondence.

#### **BRIDGE DESIGN (Function Code 170)** (*AFLP*) – no change

Deliverables – no change

**EXHIBIT K**, consisting of \_\_\_\_\_ pages, referred to in and part of the Master Services **Agreement between Owner and Aguirre & Fields, LP ("Engineer") for Professional Services** – Task Order Edition dated December 16, 2013.

#### Third Amendment to Task Order No. A&F-16-003

- 1. Specific Project Data:
  - A. Title: <u>Austin Avenue Improvements Project (Morrow Street to 3<sup>rd</sup> Street)</u>
  - B. Description: <u>Provide additional engineering and engineering support including developing</u> preliminary alternatives, facilitating public involvement, coordination of environmental efforts to determine clearance, coordination with TxDOT Austin District, ENV and Bridge Division, and City staff support.
  - 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: <u>19-0023-MSA</u>
- 2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]
  - x Additional Services to be performed by Engineer
  - □ Modifications to Services of Engineer
  - □ Modifications to Responsibilities of Owner
  - □ Modifications to Payment to Engineer
  - □ Modifications to Time(s) for rendering Services
  - □ Modifications to other terms and conditions of the Task Order

- 3. Description of Modifications
  - A. Engineer shall perform the following Additional Services:
    - Updates to technical reports and environmental studies for NEPA compliance
    - Stakeholder meetings, City communication support
    - Public Meeting/Hearing and related preparation and communication
    - Meetings with City
    - Meetings with TxDOT
    - Geometric layout updates
    - Trail connection layouts
    - Project management (and related effort) for additional 14 months duration

\*See Exhibit B-1 and E-1 for detailed information on supplemental services

B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

n/a (see Additional Services)

- C. The responsibilities of Owner are modified as follows:
  - Additional coordination with State and local groups for NEPA compliance
  - Support Public Meeting/Hearing and related preparation and communication
  - Support Stakeholder meetings
  - Any permitting or 3<sup>rd</sup> party review fees
  - Primary point of contact for public and web communications, for TxDOT and regulatory agencies
- D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$150,022.25

\*See Exhibit B-1 and E-1 for detailed information on supplemental services

			Austin Avenue Planning Timeline
Months	Fror	n – To	Task Order Amendment for Public Involvement / Outreach & 30% PS&E (PIO / 30%)
2	Oct-16	Nov-16	No change
6	Dec-16	Jun-17	No change
3	Jul-17	Sep-17	No change
5	Sept-18	May-19	No change Prepare Geometric Layout & Preliminary Estimate (began in Sept-18 based on Council approval timing)
6	Jun-19	Dec-19	<ul> <li>Complete 106 Consulting Consultation Process, EA Technical Reports, alternative analysis to select Proposed Alternative, agency coordination, and EA.</li> <li>With City approval of selected preferred alternative (geometric layout) that does not result in adverse effects, remaining Technical Reports can be completed.</li> <li>TxDOT Austin District biologists request biological surveys to coordinate with TPWD and USFWS.</li> <li>Geologic Assessment to be completed to inform Endangered Species Act coordination.</li> <li>Section 106 consultation process includes review of preferred alternative to confirm no adverse effects.</li> <li>GTAB Update and Council Update/Direction if required.</li> <li>Plan and prepare for Public Hearing if EA (Public Meeting if CE) Note that CAMPO Project Call may open in December 2019 and close one (1) month later in January 2020 (CAMPO schedule TBD).</li> </ul>
3	Jan-20	Mar-20	Conduct Public Hearing (within this timeframe).
2	Apr-20	May-20	Address Comments and make revisions post Public Hearing, Develop and Submit 30% PS&E- project ready for Design Task Order if City pursues CAMPO/State monies (including TxDOT Category 6 Bridge Program off-system funding with expected next call during September 2020).

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

n/a

#### 4. Attachments [if any]:

See Exhibit B-1 and E-1 for detailed information on supplemental services

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is \_\_\_\_\_\_, 20\_\_\_\_.

-

City Attorney

#### Aguirre & Fields, LP

#### FEE SCHEDULE SUMMARY

Austin Avenue Improvements

PROJECT		AFLP		CD&P		SEC		CMEC	KFA	IGS	TOTAL		
Austin Avenue Improvements	\$	86,738.50	\$	31,858.75	\$	-	\$	31,425.00	\$ -	\$ -	\$ 150,022.25		
TOTAL	\$	86,738.50	\$	31,858.75	\$	-	\$	31,425.00	\$ -	\$ -	\$ 150,022.25		

#### FEE SCHEDULE SUMMARY BY FUNCTION CODE

LUMP SUM	TASK NAME	AFLP	CD&P	SEC	CMEC	KFA		IGS		TOTAL
FUNCTION CODE	DESCRIPTION	PRIME	SUB	SUB	SUB	SUB		SUB		
FC 110	ROUTE AND DESIGN STUDIES	\$ -	\$ -	\$ -	\$ -		-		- \$	-
FC 120	ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	\$ 45,569.00	\$ 29,472.50	\$ -	\$ 31,080.00		-		- \$	106,121.5
FC 130	RIGHT-OF-WAY MAPPING	\$ -	\$ -	\$ -	\$ -		-		- \$	-
FC 150	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	\$ -	\$ -	\$ -	\$ -		-		- \$	-
FC 160	ROADWAY DESIGN CONTROLS	\$ 22,923.00	\$ -	\$ -	\$ -		-		- \$	22,923.00
FC 161	DRAINAGE	\$ -	\$ -	\$ -	\$ -		-		- \$	-
FC 162	SIGNING, PAVEMENT MARKEINGS AND SIGNALIZATION	\$ -	\$ -	\$ -	\$ -		-		- \$	-
FC 163	MISCELLANEOUS (ROADWAY)	\$ -	\$ -	\$ -	\$ -		-		- \$	-
FC 164	PROJECT MANAGEMENT AND ADMINISTRATION	\$ 16,691.00	\$ -	\$ -	\$ -		-		- \$	16,691.00
FC 170	BRIDGE DESIGN	\$ -	\$ -	\$ -	\$ -		-		- \$	-
ODE	OTHER DIRECT EXPENSES (FC 163)	\$ 1,555.50	\$ 2,386.25	\$ -	\$ 345.00		-		- \$	4,286.7
	TOTAL	\$ 86,738.50	\$ 31,858.75	\$ -	\$ 31,425.00	\$ -	\$		\$	150,022.2
		58%	21%	0%	21%	0%		0%		

#### FEE SCHEDULE SUMMARY BY ADDITIONAL SERVICES COMPLETED

	AFLP	CD&P	SEC		CMEC	KFA	IGS		TOTAL
	PRIME	SUB		SUB	SUB	SUB		SUB	
ADDITIONAL SERVICES COMPLETED (2018)	\$ 39,311.00	\$ 7,942.50	\$	-	\$ 19,552.00	\$ -	\$	-	\$ 66,805.50
SERVICES TO COMPLETE	\$ 45,872.00	\$ 21,530.00	\$	-	\$ 11,528.00	\$ -	\$	-	\$ 78,930.00
ODE	\$ 1,555.50	\$ 2,386.25	\$	-	\$ 345.00	\$ -	\$	-	\$ 4,286.75
TOTAL	\$ 86,738.50	\$ 31,858.75	\$	-	\$ 31,425.00	\$ -	\$	-	\$ 150,022.25

#### EXHIBIT E-2 FEE SCHEDULE Lump Sum

#### PRIME PROVIDER NAME: Aguirre & Fields, LP

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	SENIOR PROJECT MANAGER	SENIOR STRUCTURAL ENGINEER	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES		MANAGER	ENGINEER					INAINING	TECHNICIAN				a CO313		
Additional Services (Completed)															
Historic Resources Survey Report research and coordination		8	8										16	N/A	N/A
Consulting Parties 2 additional planning meeting and coordination		6	6				6						18	N/A	N/A
Consulting Parties 1 Meeting		6	6				6						18	N/A	N/A
Public Communications Support		6	6				6						18	N/A	N/A
City Staff / Council / Committee Support Meetings and Prep (3 @ 3hr ea.)			9				9						18	N/A	N/A
	\$-	\$ 5,174.00	\$ 6,615.00	\$-	\$-	\$-	\$ 3,888.00	\$-	\$-	\$-	\$-	\$-	88	\$15,	,677.00
Additional Services (Due to Project Time Extension, Publicity and ENV Process)														N/A	N/A
TXDOT ENV Coordination and meeting support (up to 2 meetings, 2hr ea.)		4	4				4						12	N/A	N/A
Section 106 Meeting														-	
Consulting Parties 106 Planning and Coordination (assume 2 meetings, TXDOT Led, 3 hr		G	6				G						18	N/A	N/A
each)		0	0				0						10	IN/A	N/A
Public Information															
Public Meeting (1 planning meeting @ 4 hr)		4	4				4						12	N/A	N/A
Public Meeting (1 rehearsal with City Staff)		6	6				6						18	N/A	N/A
Public Meeting (1 each prior to hearing)		8	8				8	8				7	39	N/A	N/A
Comment and Response Support		6	6				6						18		
Additional Stakeholder/106 Meetings (4 @ 2hr each)		8	8				8						24	N/A	N/A
City Staff / Council / Committee Support Meetings and Prep (6 @ 2hr ea.)		12	12				12						36	N/A	N/A
	\$-	\$ 10,746.00	\$ 10,206.00	\$-	\$-	\$-	\$ 7,776.00	\$ 744.00	\$-	\$-	\$-	\$ 420.00	177	\$29,	,892.00
HOURS SUB-TOTALS	0	80	89	0	0	0	81	8	0	0	0	7	265		
CONTRACT RATE PER HOUR	\$205.00	\$199.00	\$189.00	\$179.00	\$168.00	\$154.00	\$144.00	\$93.00	\$110.00	\$85.00	\$71.00	\$60.00			1
TOTAL LABOR COSTS	\$0.00	\$15,920.00	\$16,821.00	\$0.00	\$0.00	\$0.00	\$11,664.00	\$744.00	\$0.00	\$0.00	\$0.00	\$420.00	\$45,569.00		
% DISTRIBUTION OF STAFFING	0.0%	30.2%	33.6%	0.0%	0.0%	0.0%	30.6%	3.0%	0.0%	0.0%	0.0%	2.6%			
SUBTOTAL (FC 120)													\$45,569.00		

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	SENIOR PROJECT MANAGER	SENIOR STRUCTURAL ENGINEER	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 160 - ROADWAY DESIGN CONTROLS (AFLP)															
Additional Services (Completed)															
Alternative and estimate refinements prior to PM3		1	1	4		4	4	6	8	4	8		40	N/A	N/A
Develop preliminary trail connections and estimate during alternaive analysis		1	1			2	3	3	4	2	4		20	N/A	N/A
	\$-	\$ 398.00	\$ 378.00	\$ 716.00	\$-	\$ 924.00	\$ 1,008.00	\$ 837.00	\$ 1,320.00	\$ 510.00	\$ 852.00	\$-	60	\$6,	943.00
													0	N/A	N/A
Additional Services (Due to Project Time Extension, Publicity and ENV Process)															
Geometric Design (support additional concept development)															
Geometric Layout additional concept development (roll plots, 2 copies, ~12 SF Each, 1:50)		2	4	4		8	8	18	8	12	24		88	2	44
Concept Coordination Meetings with City (4 ea. @ 2 hr)		4	4	4				4				4	20	N/A	N/A
Proposed Sidewalk and Trail Connections refinement	1	1	2	2		2	4	6	2	4	6		30	4	8
	\$ 205.00	\$ 1,393.00	\$ 1,890.00	\$ 1,790.00	\$-	\$ 1,540.00	\$ 1,728.00	\$ 2,604.00	\$ 1,100.00	\$ 1,360.00	\$ 2,130.00	\$ 240.00	138	\$15	,980.00
HOURS SUB-TOTALS	1	9	12	14	0	16	19	37	22	22	42	4	198		
CONTRACT RATE PER HOUR	\$205.00	\$199.00	\$189.00	\$179.00	\$168.00	\$154.00	\$144.00	\$93.00	\$110.00	\$85.00	\$71.00	\$60.00			1
	\$205.00	\$1,791.00	\$2,268.00	\$2,506.00	\$0.00	\$2,464.00	\$2,736.00	\$3,441.00	\$2,420.00	\$1,870.00	\$2,982.00	\$240.00	\$22,923.00		
% DISTRIBUTION OF STAFFING	0.5%	4.5%	6.1%	7.1%	0.0%	8.1%	9.6%	18.7%	11.1%	11.1%	21.2%	2.0%			
SUBTOTAL (FC 163)													\$22,923.00		

#### EXHIBIT E-2 FEE SCHEDULE Lump Sum

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	SENIOR PROJECT MANAGER	SENIOR STRUCTURAL ENGINEER	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION															
Additional Services (Due to Project Time Extension, Publicity and ENV Process)															
1. Monthly Progress Reports (14 months x 2 hr/month)		5	5	6			6					6	28	N/A	N/A
<ol> <li>Coordinate with City (Prepare, distribute, and file written and electronic correspondence, phone calls, and meeting minutes) (2 hr/month)</li> </ol>		7	7	7				7					28	N/A	N/A
3. Coordinate with Sub Consultants (2 hr/month)		7	7	7			7						28	N/A	N/A
<ol><li>Record keeping and dissemination of project information (2 hr/month)</li></ol>							14					14	28	N/A	N/A
	\$-	\$ 3,781.00	\$ 3,591.00	\$ 3,580.00	\$-	\$-	\$ 3,888.00	\$ 651.00	\$-	\$-	\$-	\$ 1,200.00	112	\$16,	691.00
HOURS SUB-TOTALS	0	19	19	20	0	0	27	7	0	0	0	20	112		
CONTRACT RATE PER HOUR	\$205.00	\$199.00	\$189.00	\$179.00	\$168.00	\$154.00	\$144.00	\$93.00	\$110.00	\$85.00	\$71.00	\$60.00			1
TOTAL LABOR COSTS	\$0.00	\$3,781.00	\$3,591.00	\$3,580.00	\$0.00	\$0.00	\$3,888.00	\$651.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$16,691.00		
% DISTRIBUTION OF STAFFING	0.0%	17.0%	17.0%	17.9%	0.0%	0.0%	24.1%	6.3%	0.0%	0.0%	0.0%	17.9%			
SUBTOTAL (FC 164)													\$16,691.00		

SIGNING PAVEMENT MARKINGS AND SIGNALZATION (FC162)       I	DESCRIPTION									TOTAL MH BY FC	TOTAL COSTS BY FC
FINIMENANAL STUDIES AND PUBLIC INVOLVEMENT (FC120)         I <thi< th="">         I         I         <th< th=""><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></th<></thi<>											
Right of War Data (PC130)         Image: Construction Survey S(PC130)         Image: Construction										v	
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (FC150)     I </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>265</td> <td></td>										265	
ROADWAY DESIGN CONTROLS (FC180)         Image: FC180 (FC180) <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td><td></td></t<>										0	
DRAMAGE (FC181)         Image: Constraint Marking San Signal (ZATION (FC182))         Im										-	
SIGNING PAVEMENT MARKINGS AND SIGNALZATION (FC162)       I										198	. ,
MISCELLANEOUS (ROADWAY) (FC163)         Image: Control of C164)         Image:										0	\$0.00
PROJECT MANAGAMENT AND ADMINISTRATION (FC164)       I <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td><td>\$0.00</td></td<>										0	\$0.00
BRIGE DESIGN (FC170)         Image         Image </td <td>MISCELLANEOUS (ROADWAY) (FC163)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> <td>\$0.00</td>	MISCELLANEOUS (ROADWAY) (FC163)									0	\$0.00
Image: Control of the second	PROJECT MANAGEMENT AND ADMINISTRATION (FC164)									112	\$16,691.00
OTHER DIRECT EXPENSES         UTIL         # OF UNIT         COSTUNT         Image: Cost of the starsion, Publicity and ENV Process)         Image: Cost of the starsion, Publicity ENV Process)         Image: Cost of the starsion, Publicity ENV Process, Publicity Environ, Publicity Envinter, Publicity Environ, Publicity Envinter, Publici	BRIDGE DESIGN (FC170)									0	\$0.00
OTHER DIRECT EXPENSES         UTIL         # OF UNIT         COSTUNT         Image: Cost of the starsion, Publicity and ENV Process)         Image: Cost of the starsion, Publicity ENV Process)         Image: Cost of the starsion, Publicity ENV Process, Publicity Environ, Publicity Envinter, Publicity Environ, Publicity Envinter, Publici											
Op to Project Time Extension, Publicity and ENV Process)         day/person         C        C         C         C </td <td>SUBTOTAL LABOR EXPENSES</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>575</td> <td>\$85,183.00</td>	SUBTOTAL LABOR EXPENSES									575	\$85,183.00
Op to Project Time Extension, Publicity and ENV Process)         day/person         C        C         C         C </td <td></td>											
Lodging/Hotel         day/person         S80.00         Image         Image <td></td> <td>UNIT</td> <td># OF UNITS</td> <td>COST/UNIT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>		UNIT	# OF UNITS	COST/UNIT							
Lodging/Holel Taxes/fees         day/person         6         \$20.00         Image         I											
Meals       day/person       6       \$41,00       C <thc< th=""> <thc< th="">       C</thc<></thc<>											
Mileage       mile       300       \$0.565       Image       Image <th< td=""><td></td><td>day/person</td><td></td><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>		day/person		1							
Standard Postage       letter       \$0.49       Image: Constraint of the size of	Meals	day/person	-								
Overnight Mail - Idetter size       each       \$25.00       I	Mileage	mile	300	\$0.565							
Overnight Mail - oversized box       each       \$30.00       I		letter		1							
Courier Services       each       seach       \$25.00       Image: Courier Services       Image: Co	Overnight Mail - letter size	each		\$25.00							\$0.00
Photocopies B/W (8 1/2" X 11")       each       300       \$0.10       Image: Control of the state of the st	Overnight Mail - oversized box	each		\$30.00							\$0.00
Photocopies BW (11" X 17")       each       500       \$0.20       Image: Color (8 1/2" X 11")       each       100       \$0.50       Image: Color (8 1/2" X 11")       each       100       \$0.50       Image: Color (8 1/2" X 11")       Image: Color (8 1/2" X 11")       each       100       \$0.50       Image: Color (8 1/2" X 11")       Image: Color	Courier Services	each		\$25.00							\$0.00
Photocopies Color (8 1/2" X 11")       each       100       \$0.50       Image: Color (8 1/2" X 11")       Image: Color (8	Photocopies B/W (8 1/2" X 11")	each	300	\$0.10							\$30.00
Photocopies Color (8 1/2" X 11")       each       100       \$0.50       Image: Color (8 1/2" X 11")       Image: Color (8		each	500	\$0.20							\$100.00
Plots (B/W on Bond)square foot360\$0.50II	Photocopies Color (8 1/2" X 11")	each	100	\$0.50							\$50.00
Plots (Color on Bond)       square foot       360       \$1.00       Image: Color on Bond)       square foot       120       \$3.50       Image: Color on Bond)       square foot       120       \$3.50       Image: Color on Bond)       Image: Color on Bond)       square foot       120       \$3.50       Image: Color on Bond)       square foot       120       \$3.50       Image: Color on Bond)       Image: Color on Bond)       square foot       120       \$3.50       Image: Color on Bond)       Image: Color on Bond)       square foot       120       \$3.50       Image: Color on Bond)       Image: Color on Bond)       Image: Color on Bond)       square foot       120       \$3.50       Image: Color on Bond)       Image: Color on Bond) <th< td=""><td>Plots (B/W on Bond)</td><td>square foot</td><td>360</td><td>\$0.50</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	Plots (B/W on Bond)	square foot	360	\$0.50							
Plots Mount to Foam Board (Color on Bond)       square foot       120       \$3.50       Image: Color on Bond (Color on Bond)       Image: Color on Bond (Color on Bond (Color on Bond)       Image: Color on Bond (Color on Bond (Color on Bond)       Image: Color on Bond (Color	Plots (Color on Bond)	square foot	360							1	
CDseach\$1.50Image: Constraint of the state of the sta	Plots Mount to Foam Board (Color on Bond)	square foot	120								
SUMMARY  TOTAL COSTS FOR PRIME ONLY \$85,183.00 NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY \$1,555.50	CDs	each		\$1.50							\$0.00
SUMMARY State of the second se	SUBTOTAL DIRECT EXPENSES										\$1,555.50
TOTAL COSTS FOR PRIME ONLY \$85,183.00 NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY \$1,555.50											. ,
TOTAL COSTS FOR PRIME ONLY \$85,183.00 NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY \$1,555.50	SUMMARY		ľ		I		1	•	1		
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY \$1,555.50		\$85 183 00									

#### PRIME PROVIDER NAME: Aguirre & Fields, LP

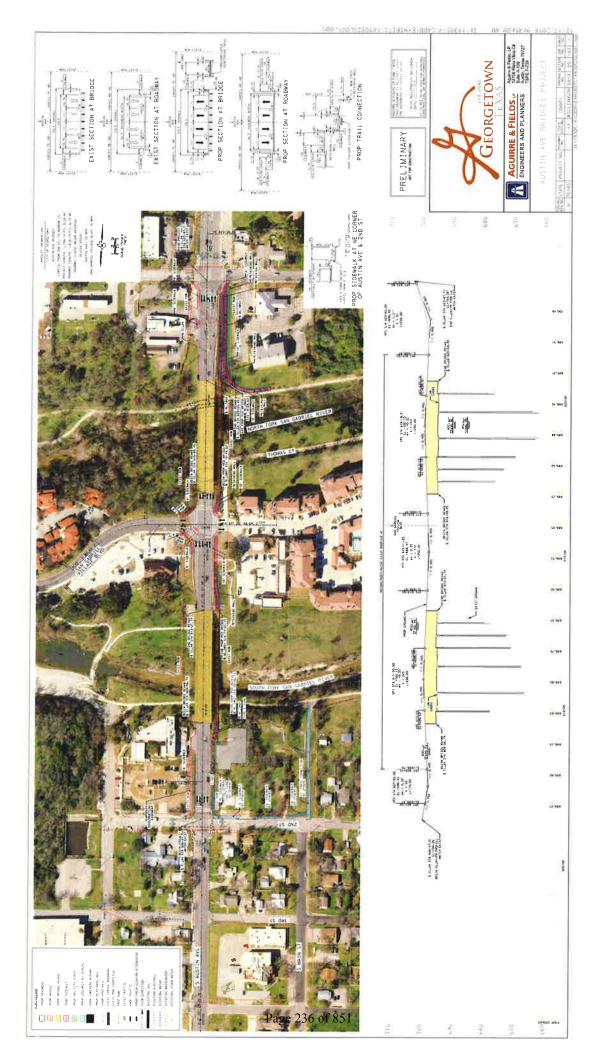
			PI	DESIGNER/	JUNIOR PI	ADMIN /	TOTAL	NO OF	LABOR HRS
TASK DESCRIPTION	PRINCIPAL	PI OFFICER		DEVELOPER	SPEC/TRAN SLATOR	CLERICAL	LABOR HOURS & COSTS	DWGS	PER SHEET
FC - 120 PUBLIC INVOLVEMENT (CD&P)									
Additional Services (Completed)									
Attend Section 106 Meeting	3						3	N/A	N/A
Section 106 preparation and team coordination			3		1		4	N/A	N/A
Section 106 website & database updates; team coordination	5		4				9	N/A	N/A
Additional Coordination and revisions on PM 3 Report	6	1	16	2.5	15		40.5	N/A	N/A
Stakeholder Communications & Email Updates	1		4				5	N/A	N/A
Perform additional (2) stakeholder meetings	6		3				9	N/A	N/A
Perform additional ongoing communication with stakeholders	6		4				10	N/A	N/A
	\$ 3,780.00	\$ 100.00	\$ 2,890.00	\$ 212.50	\$ 960.00	\$-	80.5	\$7,	942.50
A. PIP		<u> </u>							
B. Database									
C. Stakeholder Outreach and Communications		<u> </u>							
1. Perform additional (2) stakeholder meetings	6	†	3				9	N/A	N/A
2. Perform additional ongoing communication with stakeholders	6	t	4	1	h		10	N/A	N/A
	Ť	<u> </u>		1			10	11/73	1977
D. Media Relations									
1. Develop and distribute additional media releases to announce public activities and	2		0				40	NI/A	N1/A
respond to inquiries (up to 2)	2	<b></b>	8				10	N/A	N/A
E. Public Meetings and Hearing Logistics		<u> </u>							
1. Develop additional meeting exhibits, handouts, and PPT as needed (for 1 additional									
meeting)	6		10	12	4		32	N/A	N/A
F. Public Meetings and Hearing Notifications		<u> </u>							
1. Develop and distribute notification for additional public meeting	4		8	4	2		18		
	4	<u> </u>	0	4	2		10		l
G. Public Meetings and Hearing Dry Runs		┢─────							ł
1. Conduct 2 rehearsals with City Staff for additional public meeting	8		8				16	N/A	N/A
	0	<u> </u>	0				10	11/7	
H. Staff Public Meetings and Hearing									
1. Provide additional staff for set up, and facilitation of additional public meeting	4	4	4		6	6	24	N/A	N/A
I. Public Meetings Reports		<b> </b>							ļ
1. Documentation of additional public meeting	4	12	8	4			28	N/A	N/A
	4	12	0	4			20	IN/A	IN/A
J. Public Hearing Report									
		<b> </b>							
K. Project Updates	C C	<u> </u>	0				4.4	N1/A	N1/A
1. Draft and distribute additional updates (up to 2)	6	<u> </u>	8				14	N/A	N/A
L. Project Webpage		<u> </u>							
1. Provide additional support for webpage content and updates	4		8				12	N/A	N/A
		<u> </u>							
M. Project Management/Team Coordination	40	┢────					40	N1/A	N1/A
1. Attend additional coordination meetings (up to 6)	18	┟─────					18	N/A	N/A
2. Provide progress reports and additional needed information for additional 10 months of project	10		5				15	N/A	N/A
	\$ 10,920.00	\$ 1,600.00	\$ 6,290.00	\$ 1,700.00	\$ 720.00	\$ 300.00	206	\$21	,530.00
	405		400	00 5	0.0		040405	<u> </u>	<u> </u>
HOURS SUB-TOTALS CONTRACT RATE PER HOUR	105 \$140.00	17 \$100.00	108 \$85.00	22.5 \$85.00	28 \$60.00	6 \$50.00	21816.5		1
TOTAL LABOR COSTS	\$14,700.00	\$1,700.00	\$9,180.00	\$1,912.50	\$1,680.00	\$300.00	\$29,472.50	1	1
% DISTRIBUTION OF STAFFING	0.5%	0.1%	0.5%	0.1%	0.1%	0.0%	ψ23,472.30	1	
								1	
SUBTOTAL (FC 120)		<u> </u>					\$29,472.50		

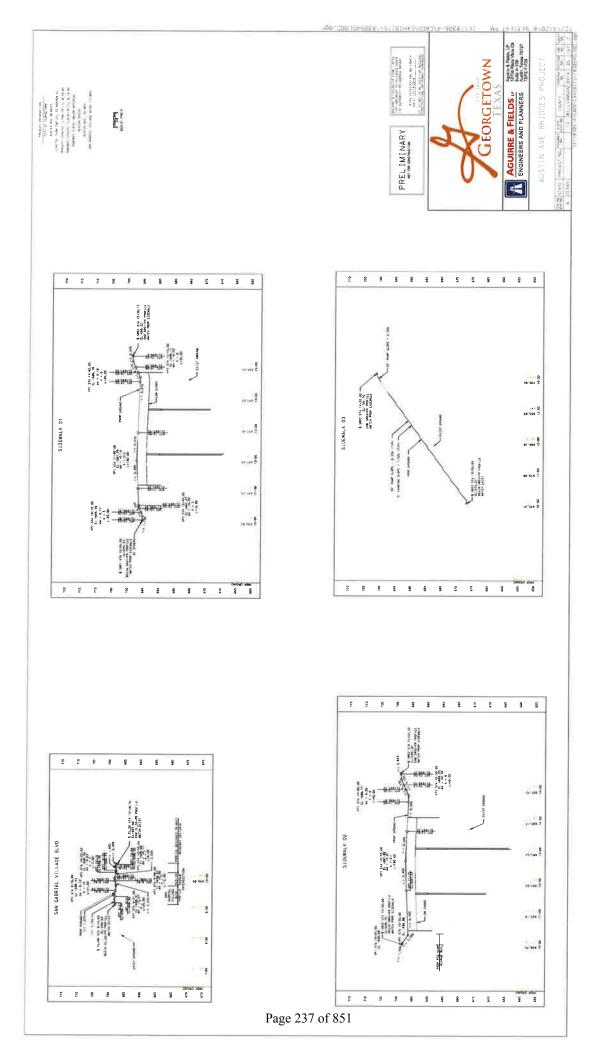
						TOTAL OCOTO DV
DESCRIPTION					TOTAL MH BY FC	TOTAL COSTS BY FC
FC - 120 PUBLIC INVOLVEMENT (CD&P)					ынс	10
ROUTE AND DESIGN STUDIES (FC110)					0	\$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC120)					21816.5	\$29,472.50
RIGHT OF WAY DATA (FC130)					0	\$0.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (FC150)					0	\$0.00
ROADWAY DESIGN CONTROLS (FC160)					0	\$0.00
DRAINAGE (FC161)					0	\$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (FC162)					0	\$0.00
MISCELLANEOUS (ROADWAY) (FC163)					0	\$0.00
PROJECT MANAGEMENT AND ADMINISTRATION (FC164)					0	\$0.00
BRIDGE DESIGN (FC170)					0	\$0.00
SUBTOTAL LABOR EXPENSES					21816.5	\$29,472.50
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT			
			<b>*</b> ***			<b>*</b> •••••
Lodging/Hotel	day/person		\$80.00			\$0.00
Lodging/Hotel Taxes/fees	day/person		\$20.00			\$0.00
Meals	day/person		\$41.00			\$0.00
Mileage (71 miles RT x 10 trips - PM, Dry Run, Coordination Mtgs, 71 miles RT x 4 trips - Stakeholder Mtg)	mile	1000	\$0.575			\$575.00
Standard Postage	letter	125	\$0.49			\$61.25
Overnight Mail - letter size	each		\$25.00			\$0.00
Overnight Mail - oversized box	each		\$30.00			\$0.00
Courier Services	each		\$25.00			\$0.00
Photocopies B/W (8 1/2" X 11") (approx. 61 sheets x 10 copies/sub x 4 sub)	each		\$0.10			\$0.00
Photocopies B/W (11" X 17") (approx. 260 sheets x avg of 10 copies /submittal * 4sub)	each		\$0.20			\$0.00
Photocopies Color (8 1/2" X 11")	each	1000	\$0.50			\$500.00
Plots (B/W on Bond)	square foot		\$0.50			\$0.00
Plots (Color on Bond)	square foot		\$1.00			\$0.00
CDs	each		\$1.50			\$0.00
Court Reporter	Attendance/Tr anscript	1	\$500.00			\$500.00
Legal Notices	posting	1	\$500.00		1	\$500.00
Venue Rental/Meeting Supplies	per meeting	1	\$250.00			\$250.00
SUBTOTAL DIRECT EXPENSES						\$2,386.25
SUMMARY			1	<u> </u>		
TOTAL COSTS	\$29,472.50					
	\$2,386.25					
NON-SALARY (OTHER DIRECT EXPENSES)	φ2,300.23					

#### EXHIBIT E-2 FEE SCHEDULE Lump Sum

PRIME PROVIDER NAME: Cox McLain Environmental Consulting, Inc.													CITY OF GEORG	ETOWN - AL	JSTIN AVENUE
TASK DESCRIPTION	PROJECT MANAGER	QA/QC REVIEWER	SENIOR ENVL SCIENTIST II	SENIOR ENVL SCIENTIST I	ENVL PROF II	ENVL PROF I	ENVL STAFF II	ENVL STAFF I	ENVL TECH II	ENVL TECH I	ADMIN/ CLERICAL		TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES (CMEC)															
Additional Services (Completed)															
Consulting Parties 1 additional planning meeting and coordination	6		8		4								18	N/A	N/A
Consulting Parties 1 Meeting	4		4		4								12	N/A	N/A
Public Communications	6		4		4								14	N/A	N/A
Public Information															
Public Meeting 1 additonal planning meeting	4		8		8		4			4			28	N/A	N/A
Public Meeting 1 rehearsal with City staff	4		4		4								12	N/A	N/A
Public Meeting (1 each prior to hearing)	8		8		8								24	N/A	N/A
Additional Stakeholder/106 Meetings (6 @ 2 hr ea.)	12		12		12								36	N/A	N/A
City Staff/Council/Committee Support Meetings and Prep (6 @ 2 hr ea.)	12		12		12								36	N/A	N/A
	\$ 7,728.00	\$-	\$ 6,780.00	\$-	\$ 4,648.00	\$-	\$ 240.00	\$-	\$-	\$ 156.00	\$-	\$-	180	\$19	,552.00
Additional Services (Due to Design Changes, Project Time Extension, Public Interest, and ENV Process)															
TxDOT ENV Coordination and meeting support (up to 2 meetings, 4hr ea.)	10		12		12								34	N/A	N/A
Environmental Technical Analysis - updates to submitted technical documents; questions and answers on environmental conditions and potential impacts	6		8	4	8	4	8	8	8	8			62	N/A	N/A
Section 106 Meeting													0	N/A	N/A
Consulting Parties 106 Planning and Coordination (assume 2 meetings, TxDOT led, 3 hr each)	8		8		8		8						32	N/A	N/A
	\$ 3,312.00	\$-	\$ 3,164.00	\$ 380.00	\$ 2,324.00	\$ 292.00	\$ 960.00	\$ 424.00	\$ 360.00	\$ 312.00	\$-	\$-	128	\$11	,528.00
HOURS SUB-TOTALS	80	0	88	4	84	4	20	8	8	12	0	0	308		
CONTRACT RATE PER HOUR	\$138.00	\$138.00	\$113.00	\$95.00	\$83.00	\$73.00	\$60.00	\$53.00	\$45.00	\$39.00	\$50.00	\$0.00			1
TOTAL LABOR COSTS	\$11,040.00	\$0.00	\$9,944.00	\$380.00	\$6,972.00	\$292.00	\$1,200.00	\$424.00	\$360.00	\$468.00	\$0.00	\$0.00	\$31,080.00		
% DISTRIBUTION OF STAFFING	26.0%	0.0%	28.6%	1.3%	27.3%	1.3%	6.5%	2.6%	2.6%	3.9%	0.0%	0.0%			
SUBTOTAL (FC 120)													\$31.080.00		

DESCRIPTION								TOTAL MH BY FC	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (FC110)								0	\$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC120)								308	\$31,080.00
RIGHT OF WAY DATA (FC130)								0	\$0.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (FC150)								0	\$0.00
ROADWAY DESIGN CONTROLS (FC160)								0	\$0.00
DRAINAGE (FC161)								0	\$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (FC162)								0	\$0.00
MISCELLANEOUS (ROADWAY) (FC163)								0	\$0.00
PROJECT MANAGEMENT AND ADMINISTRATION (FC164)								0	\$0.00
BRIDGE DESIGN (FC170)								0	\$0.00
SUBTOTAL LABOR EXPENSES								308	\$31,080.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT						
Lodging/Hotel	day/person		\$80.00						\$0.00
Lodging/Hotel Taxes/fees	day/person		\$20.00						\$0.00
Meals	day/person		\$41.00						\$0.00
Mileage	mile	600	\$0.575						\$345.00
Standard Postage	letter		\$0.49						\$0.00
Overnight Mail - letter size	each		\$25.00						\$0.00
Overnight Mail - oversized box	each		\$30.00						\$0.00
Courier Services	each		\$25.00						\$0.00
Photocopies B/W (8 1/2" X 11") (approx. 61 sheets x 10 copies/sub x 4 sub)	each		\$0.10						\$0.00
Photocopies B/W (11" X 17") (approx. 260 sheets x avg of 10 copies /submittal * 4sub)	each		\$0.20						\$0.00
Photocopies Color (8 1/2" X 11")	each		\$0.50						\$0.00
Plots (B/W on Bond)	square foot		\$0.50						\$0.00
Plots (Color on Bond)	square foot		\$1.00						\$0.00
Hazardous Materials Database Search	search		\$350.00						\$0.00
Geologic Assessment	report		\$2,500.00						\$0.00
Archeology Equipment - Backhoe Operator	day/person		\$1,500.00						\$0.00
CDs	each		\$1.50		 	 			\$0.00
									<u> </u>
SUBTOTAL DIRECT EXPENSES									\$345.00
SUMMARY				l	l		1	1	L
TOTAL COSTS	\$31,080.00								
NON-SALARY (OTHER DIRECT EXPENSES)	\$345.00								
TOTAL PHASE 2									





### City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

**Public Hearing** and **First Reading** of an Ordinance **rezoning** approximately **308.58 acres** out of the William Roberts League, Abstract No. 524, and the Joseph Fish Survey, Abstract No. 232, generally located along **Shell Road**, north of intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the city limits , **from** the **Agriculture (AG)** and **Planned Unit Development (PUD) zoning districts to** the **Planned Unit Development** (**PUD) zoning district** to be known as the **Shell Road Planned Unit Development** -- Sofia Nelson, CNU-A, Planning Director

#### ITEM SUMMARY:

#### Background:

The subject property was annexed into the City on March 26, 2019. The boundaries of the PUD consist of 308.58 acres. The Project is planned as a mixed use, master planned community with a variety of residential lot sizes and product types, commercial and office uses and preserved open space.

#### Land Use:

The Conceptual Land Plan identifies a number of areas for the different uses and activities which would typically occur within a traditional neighborhood. The following more clearly describes each of these areas and the allowed uses within each zoning category:

Description	Zoning District
Single-family detached residential. Minimum 4,500 sf lots without alley. 3,600 sf lots with alleys. Accessory Dwelling Units allowed.	RS
Townhouse District.	TH
Multi-family detached residential. Multi-family attached residential. Condominiums.	MF-1
Multi family attached residential.	MF-2
Commercial. Office.	C-3

The Conceptual Land Plan identifies a mix of product types and lot sizes. In order to maintain a level of flexibility, certain parcels within the Conceptual Plan are identified with a dual use of RS, MF-1 or TH. At the time of development for those dual use designated parcels, a specific category (RS, MF-1 or TH) will be declared and the parcel will be developed under those standards. In order to ensure a mix of product types while maintaining flexibility in the location of certain products, the following unit type parameters have been defined for the project:

1. Maximum number of total units allowed within the concept plan parcels labeled as RS and RS/MF-1/TH parcels: 1,047 units.

2. The maximum number of total units in all categories shall not exceed 1,513.

3. Maximum number of total units allowed within the MF1/MF-2 parcel: 466 units.

4. Maximum number of MF-2 units permitted is 220

5. Minimum number of single family detached lots 60 feet wide or wider: 10% of the total of the Single Family Detached RS Lot.

6. Maximum number of lots less than 45 feet wide: 35% of the total of the Single Family Detached RS lots.

7. Minimum acres of commercial (C3) development is 13.1 acres

8. Single Family Detached RS lots less than 45 feet wide shall be limited to: Parcels 1, 3, 5, 6, 7, 8, 9 as labeled on the concept plan.

#### **ARCHITECTURAL REQUIREMENTS:**

The following architectural criteria shall apply:

- All Single family detached dwellings shall contain a minimum of 1,200 square feet of enclosed living space, exclusive of porches, decks, garages
- The façades of all residential elevations that are visible from a public or private street or park shall be a minimum of 85% brick, stone, stucco or (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim and trimwork). All walls must include materials and design characteristics consistent with those on

the front. Lesser quality materials or details for side or rear walls are prohibited

• The exterior of all buildings on <u>non-residential</u> lots shall be constructed of 100% brick, stone or stucco (exclusive of roofs, eaves, soffits, windows, doors, gables and frame work).

#### PARKLAND AND COMMON AMENITY AREA:

Developer has agreed to preserve 26 acres of parkland that will be spread across the project to serve the planned residential neighborhood located on the north and south sides of Shell Road with equal levels of service.

#### Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing on this item on April 2, 2019. Due to a lack of quorum action on this item was not taken at the April 16, 2019 meeting. At the time of preparing this item it is anticipated a special called meeting will be held on April 22, 2019 to allow for this item to be acted on at the April 23, 2019 City Council meeting.

FINANCIAL IMPACT: n/a

SUBMITTED BY: Sofia Nelson, Planning Director

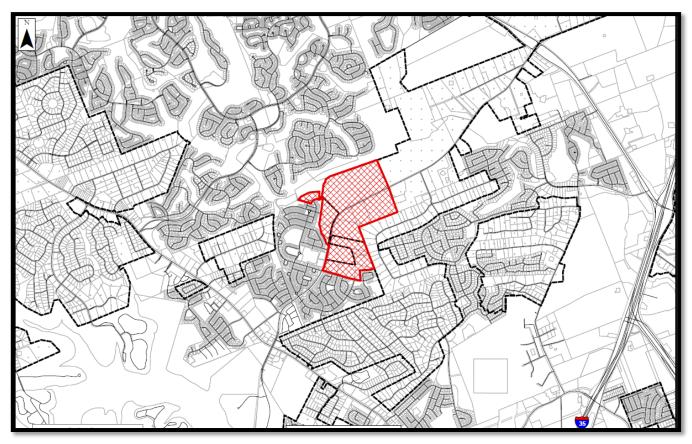
ATTACHMENTS:

staff report combined public comment Location Map Future Land Use Map Zoning Map PUD Development Standards Concept plan Signage Plan Parks Plan Ordinance Ordinance Exhibits



### **Planning and Zoning Commission Planning Department Staff Report**

Report Date: Case No: Project Planner:	April 12, 2019 PUD-2018-002 Sofia Nelson, Planning Director
Item Details	
Project Name:	Shell Road PUD
Project Location:	Generally located along Shell Road, north of intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the city limits
Total Acreage:	308.58 acres
Applicant:	Gary Newman
Property Owner:	Green Builders, Inc.
Request:	Zoning Map Amendment to rezone the subject property from <b>Agriculture</b> (AG) and Planned Unit Development (PUD) to a Planned Unit Development (PUD).
Case History:	A public hearing on this item was held on April 2, 2019.



Location Map

#### **Overview of Applicant's Request**

The Project is planned as a mixed use, master planned community with a variety of residential lot sizes and product types, commercial and office uses and preserved open space. The contents of this Development Plan explain and illustrate the overall appearance and function desired for the Property.

The base zoning classifications, within the Planned Unit Development zoning district for the Property are: Residential Single Family (RS), Townhouse (TH), Low Density Multi Family (MF-1), High Density Multi Family (MF-2), and General Commercial (C-3).

#### Site Information

#### **Future Land Use and Zoning Designations:**

The subject property has a Future Land Use Designation of Moderate Density Residential with a node of Mixed Use community near the intersection of Shell Road and Sycamore.

The *Moderate Density Residential* category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes). This category may also support complementary non-residential uses along major roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.

The *Mixed Use Neighborhood Center* projects compact centers with limited retail goods and services for a local customer base. The Mixed Use Neighborhood Center applies to smaller areas of mixed commercial use within existing and new neighborhoods. These areas are primarily proposed adjacent to, or as part of, larger residential neighborhoods. Neighborhood-serving mixed-use areas abut roadway corridors or are located at key intersections.

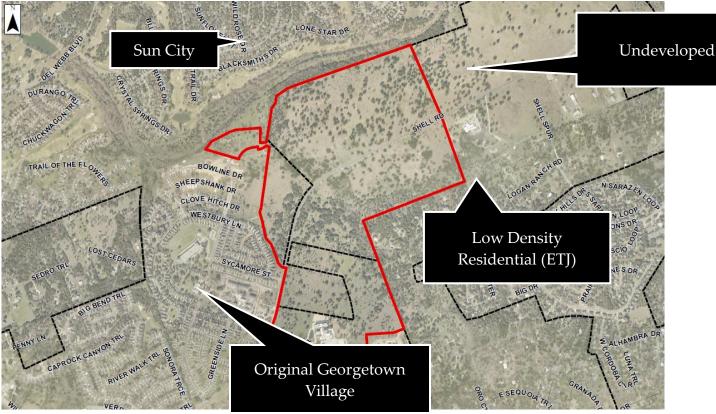
In addition, this designation may accommodate (but does not require) mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor, and offices or residential units above. Uses in these areas might include a corner store, small grocery, coffee shops, hair salons, dry cleaners and other personal services, as well as small professional offices and upper story apartments. They may also include noncommercial uses such as churches, schools, or small parks. In new neighborhoods, in particular, the exact size, location, and design of these areas should be subject to a more specific approval process, to ensure an appropriate fit with the surrounding residential pattern.

#### **Surrounding Properties:**

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	RS- Sun City PUD	Moderate Density Residential and Open Space	Sun City Development
South	Outside the City Limits	Low Density Residential	Residential
East	Outside the City Limits	Moderate Density Residential	Undeveloped
West	RS- Georgetown Village PUD	Moderate Density Residential	Residential





#### **Property History:**

The subject property was annexed in March of 2019. The applicant is proceeding concurrently with a request for a Municipal Utility District (MUD).

#### Utilities

The subject property is located within the City's service area for water and wastewater. The Developer is responsible for standard utility extension to serve the development, including constructing water and wastewater infrastructure consistent with City's utility master plans.

#### Transportation

As a result of the MUD negotiated deal points the Developer/District will be required to dedicate right of way and contribute \$2.5 million toward the expansion of Shell Road, as well as enhanced landscaping

along the portion of Shell Road in the district. Additionally the Developer/District will be responsible for designing, funding, and constructing an approximately 4,700 linear feet trail (10' wide) along Berry Creek with the opportunity to connect to future trails and the City's proposed West Side Park.

#### **Proposed Zoning District**

The proposed zoning district is a Planned Unit Development (PUD) district. The PUD is a special purpose zoning district intended to allow flexibility in planning and designing for unique or environmentally sensitive properties and that are to be developed in accordance with a common development scheme. PUD zoning is designed to accommodate various types of development, including multiple housing types, neighborhood and community retail, professional and administrative areas, industrial and business parks, and other uses or a combination thereof. A PUD may be used to permit new or innovative concepts in land use and standards not permitted by zoning or the standards of this Code.

The Conceptual Land Plan depicts land uses, primary circulation patterns, open spaces and amenities that may be developed in phases, provided the minimum requirements of the PUD district are met. The proposed development is designed to locate residences, shops and work places in closer proximity to each other. The residential areas contain a diverse range of lot sizes, typically smaller in size than what has traditionally developed in Georgetown. The residential product is permitted to incorporate the use of alleys and is required when lots between 45 and 35' in width are developed. Collectively, these characteristics will create a compact community which promotes a pedestrian environment.

The proposed PUD incorporates the following development standards that enhance the overall development but that differ from the straight UDC requirements:

- Minimum masonry requirements have been established for single family residential development.
- Enhanced masonry requirements have been committed to for the non-residential development.
- Flexibility to develop single family residential or multi-family residential on identified parcels.
- Specific locations where lots smaller than 45' in width will be located, joined with a requirement that smaller lots must be alley loaded.
- Incorporation of commercial development to meet the intent of the mixed use commercial node.
- Planned parkland and open space have been incorporated.

#### 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:

#### **Planning Department Staff Report**

RE	ZONING 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	This application was reviewed by staff and deemed to be complete.
2.	The zoning change is consistent with the Comprehensive Plan.	Complies	The proposed use provides for residential, commercial and open space consistent with the comprehensive master plan.
3.	The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies	The proposed mix of residential, open space and reservation of open space will support the health, safety and general welfare of the community.
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 PUD contains the following specific regulations to create a zoning district that is compatible with the existing Georgetown Village community: - Residential design standards - Street and connectivity requirements of the UDC - Open space and amenities - Incorporation of neighborhood commercial uses that will allow for retail services.
5.	The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies	The PUD allows for appropriate expansion of the current uses and the addition of commercial uses.

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request **complies** the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

PUD CRITERIA	FINDINGS	STAFF COMMENTS
1. A variety of housing types,	Complies	The proposed PUD supports residential

	• • • • •		
	employment opportunities,		products that range from traditional
	or commercial services to		single family, townhomes, and multi-
	achieve a balanced		family.
	community.		
2.	An orderly and creative		The proposed uses are compatible with
	arrangement of all land uses	Complies	the surrounding area and focuses the
	with respect to each other	complico	higher intensity uses along Shell Road.
	and to the entire community.		
3.	A planned and integrated		The proposed PUD prioritizes street
	comprehensive		connectivity, incorporation of pedestrian
	transportation system		connectivity, and improvements to Shell
	providing for a separation of		Road.
	pedestrian and vehicular	Complies	
	traffic, to include facilities		
	such as roadways, bicycle		
	ways, and pedestrian		
	walkways.		
4.	The provisions of cultural or		This PUD has incorporated an open space
	recreational facilities for all	Complies	plan into the overall concept plan.
	segments of the community.		
5.	The location of general		The site design takes the natural
	building envelopes to take		landscaping into consideration and leaves
	maximum advantage of the		a large amount of open space. The
	natural and manmade	Comulias	placement of the existing and proposed
	environment.	Complies	commercial locations and smaller
			residential lots allows for transitions
			between higher intensity uses and
			traditional single family development.
6.	The staging of development		All adequate utilities are required to be in
	in a manner which can be		place prior to development in order to
	accommodated by the timely	Complies	support the development.
	provision of public utilities,	•	
	facilities, and services.		

#### **Meetings Schedule**

April 16, 2019 – Planning and Zoning Commission April 23, 2019 – City Council First Reading of the Ordinance May 14, 2019 – City Council Second Reading of the Ordinance

#### **Public Notification**

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request, a

legal notice advertising the public hearing was placed in the Sun Newspaper and signs were posted on-site. To date, staff has received two objections.

#### Attachments

Exhibit 1 – Location Map Exhibit 2 – Future Land Use Map Exhibit 3 – Zoning Map Exhibit 4 – PUD Document



#### 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: Shell Road PUD

Project Case Number: <u>PUD-2018-002</u>	P&Z Date: <u>April 2, 2019</u>	Case Manager: <u>Sofia Nelson</u>
Name of Respondent:	(Please print name)	
Signature of Respondent:	(Signature required for protest)	
Address of Respondent: <u>805</u> /w	dress required for protest)	Geonection, TX 78633
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 <u>planning@georgetown.org</u>. Any such comments may be presented to the Commission.

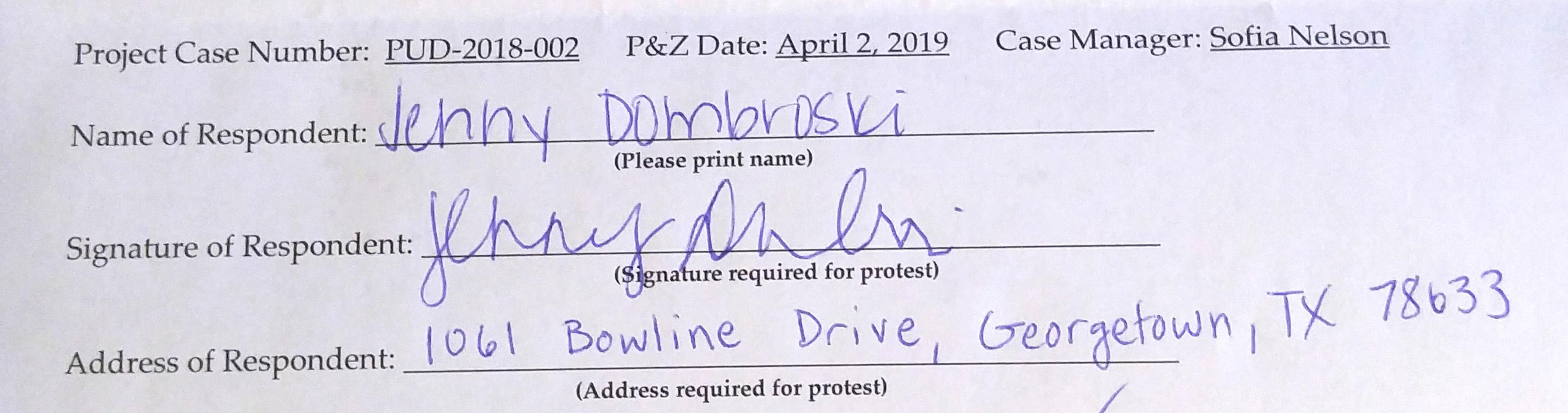


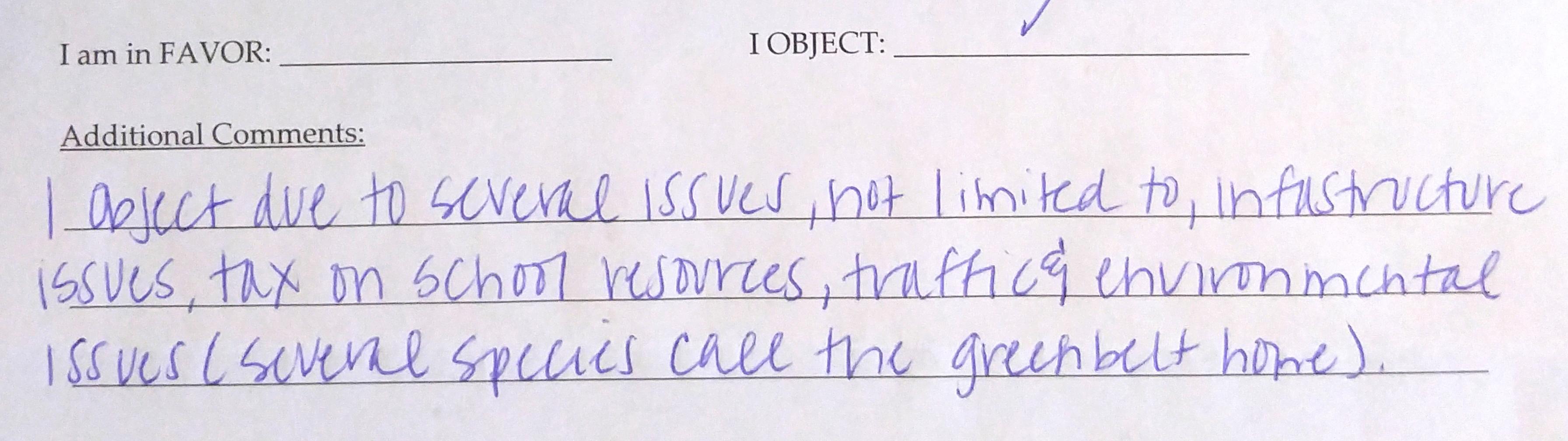
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## **Comments From Neighboring Property Owners**

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# Project Name/Address: Shell Road PUD





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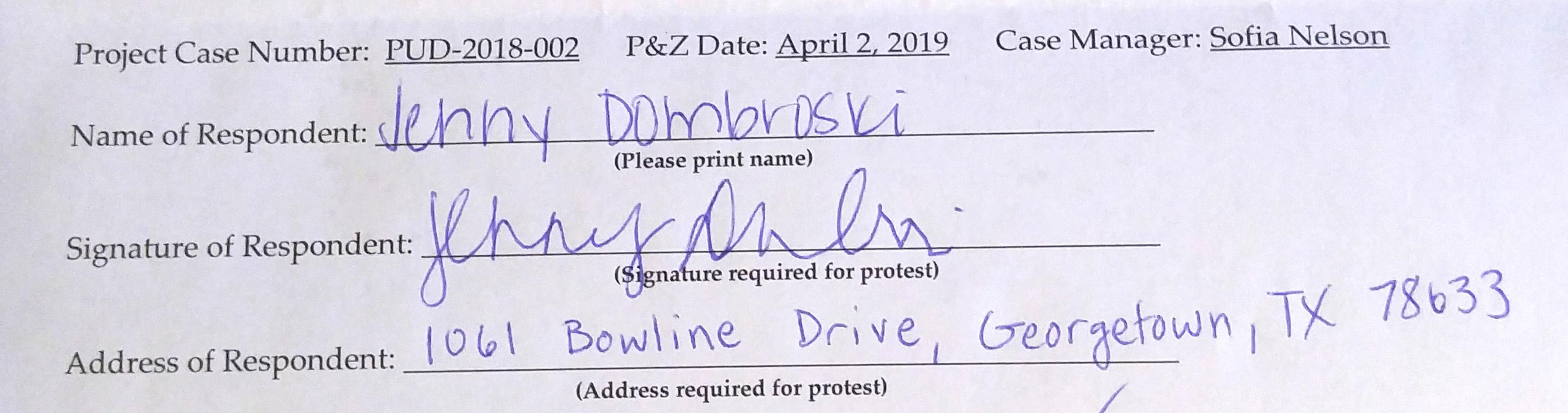


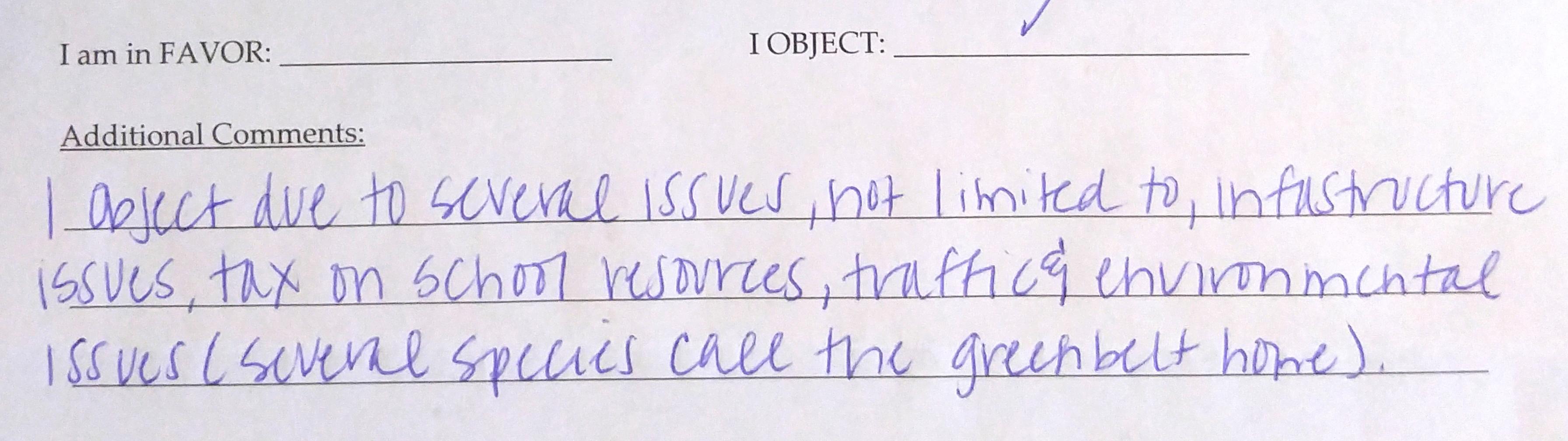
### **CITY OF GEORGETOWN** NOTICE OF PUBLIC HEARING

## **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: Shell Road PUD





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.

From:	<u>Tj B</u>
То:	Sofia Nelson
Subject:	[EXTERNAL] Shell Road MUD
Date:	Tuesday, April 02, 2019 4:08:37 PM

Good afternoon Sofia. I'm writing you in regards to the proposed Shell Road MUD. Unfortunately I will be unable to attend tonight due to work.

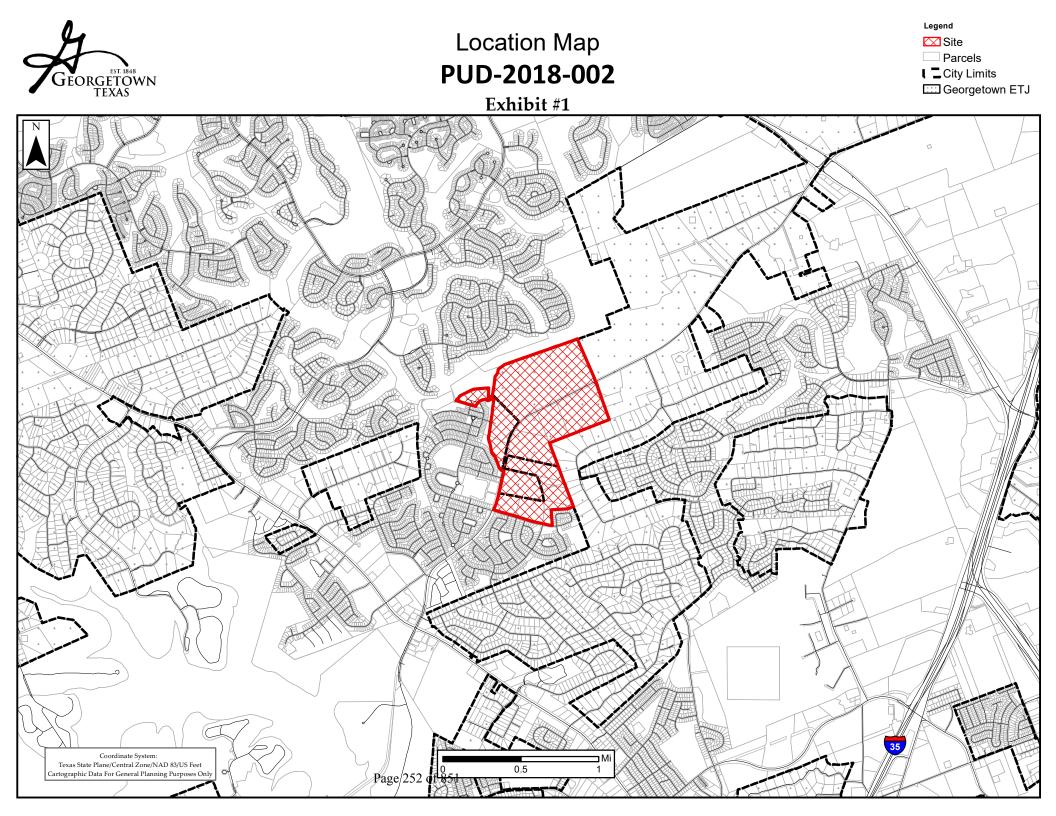
Overall, I believe this development will be good for the area with some changes. I have two main issues in relation to the area usage.

First being the lot sizes. I understand that the developer is asking for smaller lots than the minimum. I believe this is an unnecessary ask that the City does not need to give in to. There is a minimum lot size for a reason. Developers will ask for smaller and smaller lots if we allow it. Minimum lot sizes already have a very high density of homes and we do not need to increase the chances of flooding, traffic problems, parking problems, and the potential catastrophic fires spreading from house to house just so the developer can increase their profit per square foot of land.

Second is the very west part of the development. Living on Bowline Drive, this development would affect me the most. In 2016, we paid a premium for our lot for our home to be developed on because we were assured that no homes could be build behind us due to caves, flood zones, and protected animals on that land. Walking around in that land, there are indeed caves and many animals that live in that area that would be negatively affected by this development. I am also nervous about development in this area causing the possible flood area to move closer to my house with an increase in impermeable coverage. There are about 12 houses that are already built including my own that would be extremely negatively affected and another 20 or so that would be moderately affected if this development is allowed as is. I would like another independent environmental study done on the far west side of this development and also have someone come and talk to myself and all the neighbors that this part of the development with directly affect. The developer already has taken about 3 acres out of the originally planned open space area due to their improper placement of their south eastern amenity center. So, ideally I would like them to have to make that open space up on the west side and have all the land west of Slip Drive into open space or a small pocket park/nature trail. This would partially make up for the promised open space they are now asking to develop on, and also make the current residence on Slip Drive and Bowline Drive extremely happy with minimal impact on the developer.

If these two issues are resolved then the development has my support. Please contact me with any questions, clarification concerns, or needs.

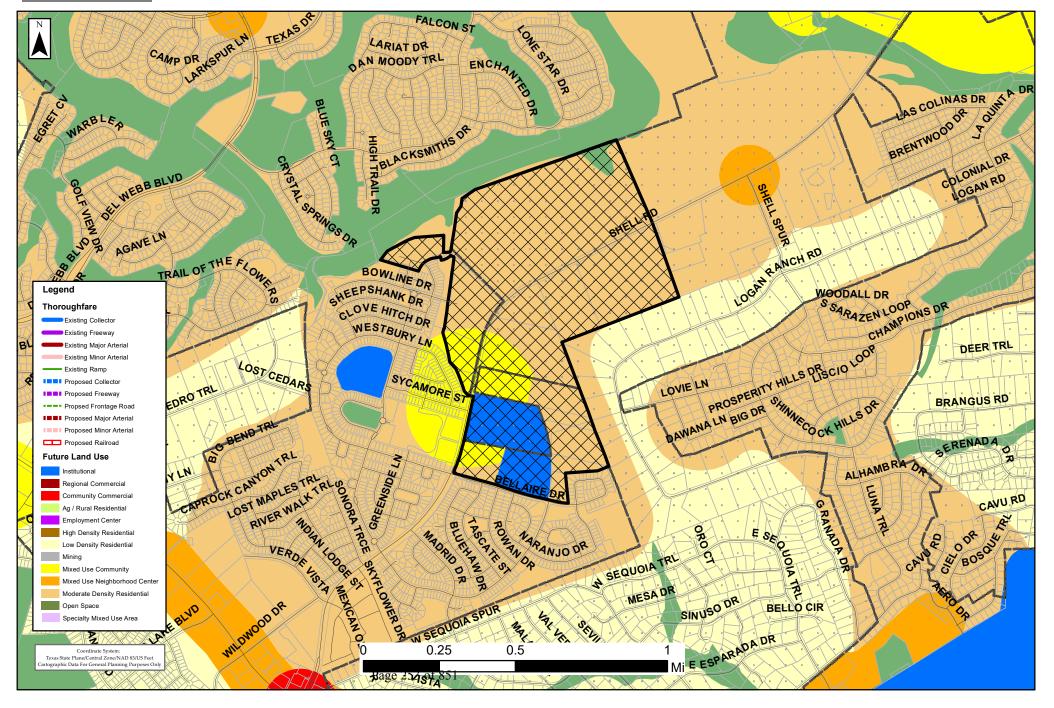
Thank you, Thomas Blair 1073 Bowline Drive 949-291-7485 Caution: This email originated from outside the City of Georgetown. Do not click links or open attachments unless you know the content is safe.



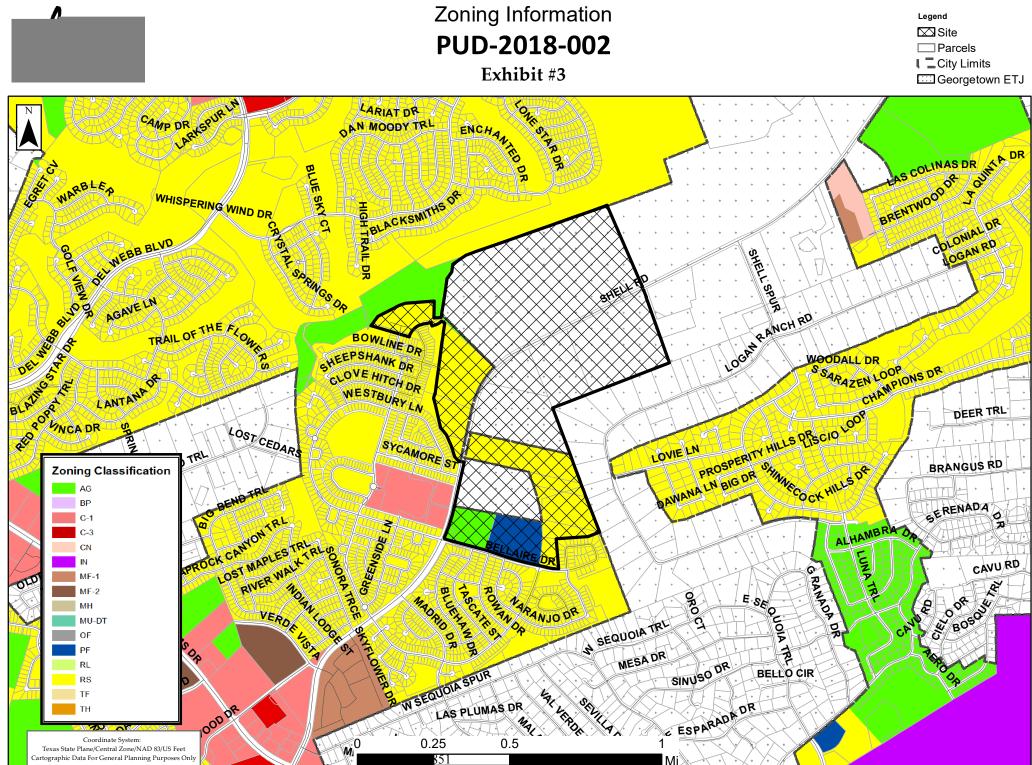
Future Land Use / Overall Transportation Plan

# PUD-2018-002

Exhibit #2



Legend Site Parcels City Limits Georgetown ETJ



-artographic Data For Gen

# **GEORGETOWN VILLAGE**

# **City of Georgetown, Texas Shell Road Planned Unit Development**



# Shell Road Planned Unit Development Development Plan

Applicant: Green Builders, Inc

3613 Williams Drive, Suite 206

Georgetown, TX 78627

#### A. PROPERTY

The subject Property consists of approximately 308.58 acres, as shown in **Exhibit A** (the "Property").

#### Β. PURPOSE AND INTENT

The boundaries of the PUD consist of 308.58 acres described in Exhibit A (Field Notes) (the "Property"), attached to the PUD Ordinance. The Project is planned as a mixed use, master planned community with a variety of residential lot sizes and product types, commercial and office uses and preserved open space.

The contents of this Development Plan explain and illustrate the overall appearance and function desired for the Property.

#### C. APPLICABILITY AND BASE ZONING

The development of the Property shall comply with the version of the Georgetown Unified Development Code (UDC) in effect at the time of approval, and other applicable provisions in the City's Code of Ordinances, except as modified within this Development Plan or the Exhibits attached to the PUD Ordinance.

The base zoning classifications, within the Planned Unit Development zoning district for the Property are: Residential Single Family (RS), Townhouse (TH), Low Density Multi Family (MF-1), High Density Multi Family (MF-2) and General Commercial (C-3).

### D. THE PROJECT (attached as **Exhibit B**).

The owner of the SRPUD is planning to develop the Project as a master planned community on the Property and in conjunction therewith is proposing to subdivide the Property through a series of subdivision plats and to obtain additional land use approvals for the Property.

### E. CONCEPTUAL LAND PLAN

The City hereby authorizes the construction and development of the residential and commercial uses together with support facilities for recreational, social, maintenance, and related uses substantially, as shown in Exhibit B.

A Conceptual Land Plan, has been attached to this Development Plan as **Exhibit B** to illustrate the land use and design intent for the Property. The Conceptual Land Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. The Conceptual Land Plan depicts land uses, primary circulation patterns, open spaces and amenities that may be developed in phases, provided the minimum requirements of the PUD district are met. Approval of this PUD, Development Plan, and Conceptual Land Plan does not constitute approval of a Site Plan per Section 3.09 of the UDC.

Development Characteristics: The Conceptual Land Plan, is based on the following 1. characteristics and planning principles:

- a) The planned uses include residences, retail shops, civic uses, and open spaces located in close proximity to each other, designed and laid out to be compatible with each other.
- b) Local streets are to be sized, detailed and organized to provide for the functional needs of both the automobile and the pedestrian.
- c) Civic uses, open spaces and landscaped streets are to be designed to provide purposeful places for social activity, recreation, and to reinforce the identity of the community.
- d) Buildings are to be sized and located to spatially delineate the streets, squares and other open spaces.
- 2. Lot Characteristics: The proposed development is designed to locate residences, shops and work places in closer proximity to each other to encourage a physical environment promoting social activity, community interaction and a collective security. The residential areas contain a diverse range of lot sizes, typically smaller in size than suburban lots, have a minimum front yard to encourage homes and businesses to address the street. Residential product may incorporate the use of alleys in select situations. Collectively, these characteristics will create a compact community which promotes a pedestrian environment.

# F. LAND USES

The Conceptual Land Plan identifies a number of areas for the different uses and activities which would typically occur within a traditional neighborhood. The following more clearly describes each of these areas and the allowed uses within each zoning category:

### **TABLE F1**

Description	Zoning District
Single-family detached residential. Minimum 4,500 sf lots without alley. 3,600 sf lots with alleys. Accessory Dwelling Units allowed.	RS
Townhouse District.	TH
Multi-family detached residential. Multi-family attached residential. Condominiums.	MF-1
Multi family attached residential.	MF-2
Commercial. Office.	C-3

# G. RESIDENTIAL PRODUCT LOT STANDARDS

The Conceptual Land Plan identifies a mix of product types and lot sizes. In order to maintain a level of flexibility, certain parcels within the Conceptual Plan are identified with a dual use of RS, MF-1 or TH. At the time of development for those dual use designated parcels, a specific category (RS, MF-1 or TH) will be declared and the parcel will be developed under those standards. In order to ensure a mix of product types while maintaining flexibility in the location of certain products, the following unit type parameters have been defined for the project:

- 1. Maximum number of total units allowed within the concept plan parcels labeled as RS and RS/MF-1/TH parcels: 1,047 units.
- 2. The maximum number of total units in all categories shall not exceed 1,513.
- 3. Maximum number of total units allowed within the MF1/MF-2 parcel: 466 units.
- 4. Maximum number of MF-2 units permitted is 220
- 5. Minimum number of single family detached lots 60 feet wide or wider: 10% of the total of the Single Family Detached RS Lots.
- 6. Maximum number of lots less than 45 feet wide: 35% of the total of the Single Family Detached RS lots.
- 7. Single Family Detached RS lots less than 45 feet wide shall be limited to: Parcels 1, 3, 5, 6, 7, 8, 9 as labeled on Exhibit B.
- 8. Minimum acres of commercial (C3) development is 13.1 acres

# H. DEVELOPMENT STANDARDS

## TABLE H1

Development Standards	RS <sup>1</sup>	TH	MF-1	MF-2	C-3
Front Setback (feet)	15	15	15	25	25
Side Setback (feet)	5	5	5	5	15
Street Side Setback (feet)	15	15	15	25	25
Garage Setback (feet)	20	20	N/A	N/A	N/A
Rear Setback (feet)	10	15	20	20	20
Setback adjacent to RS District (feet)	N/A	N/A	20	20	20
Building Height (feet)	35	35	35	50	40
Building Separation (feet)	10	10	10	15	10
Residential Units per Building	N/A	6	6	24	N/A
Residential Units per Acre	N/A	N/A	14	24	N/A
Min. Lot Width – Front-loaded	45	22	50	50	50
Min. Lot Width – Alley-loaded	35	22	N/A	N/A	N/A
Min. Lot Size (sq. feet)	3600	2,000	N/A	N/A	N/A
Allowed Impervious Cover	50% <sup>2</sup>	50%	50%	50%	70%

<sup>1</sup> lots smaller than 45' in width will be required to be rear loaded with driveway access permitted through alley's constructed to city standards.

<sup>2</sup>Impervious cover shall be measured across the gross site area of all RS designated land. When calculating the total impervious cover for RS areas, all open space and parks shall be included in the gross acreage.

# I. ARCHITECTURAL REQUIREMENTS

- 1. The following architectural criteria shall apply:
  - a) All Single family detached dwellings shall contain a minimum of 1,200 square feet of enclosed living space, exclusive of porches, decks, garages.
  - b) All residential homes shall have a minimum roof pitch of 6:12, except secondary architectural features including but limited to roofs over garages, entryways, or porch coverings. which may have a roof pitch of less than 6:12.
  - c) Roofs on buildings on Non-Residential lots may be of pitched roof design or flat roof design. Roof materials shall be asphalt, shingles, tiles or slate. Metal roofs must have a non-reflective finish. Any mechanical equipment placed on the roof, such as vents, air conditioning equipment, and the like, must be screened to not be visible from the ground floor level of the building.
  - d) The façades of all residential elevations that are visible from a public or private street or park shall be a minimum of 85% brick, stone, stucco or (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim and trimwork). All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.
  - e) The exterior of all buildings on <u>non-residential</u> lots shall be constructed of 100% brick, stone or stucco (exclusive of roofs, eaves, soffits, windows, doors, gables and frame work).
  - f) The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain two or more masonry finishes to complement the architectural style of the home. Additionally, the home must include a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:
    - i. A minimum of two wall planes on the front elevation, offset a minimum of 8 inches.
    - ii. Covered front porch or patio with a minimum size of 60 square feet.
    - iii. A side-entry or swing-in garage entry (for garage doors that do not face the front street).

- iv. A garage door recessed from the primary front façade a minimum of four feet (for garage doors that face the front street).
- v. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house).
- vi. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail.
- vii. A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction.
- viii. The addition of one or more dormers on the front elevation to complement the architectural style of the home.

# J. STREETS AND PARKING

- 1. Street System: The streets will be designed to accommodate a variety of transportation modes compatible with a neighborhood environment, including automobiles, bicycles and pedestrians. The street system will include a variety of street designs to lend character to the neighborhood, to contribute to the enhancement of the streetscape, to increase the efficiency of traffic circulations, and to moderate vehicular speed within the community. The street system is planned to be interconnected with multiple travel routes with shorter travel distances to effectively disperse automobile traffic, resulting in less traffic volume on individual streets and less traffic off regional roads and through-traffic off the streets within the SR PUD. Streets and associated elements shall be designed in accordance with the **Exhibit C** and this Development Plan.
- 2. Street Lighting: Street lighting may be provided by alternative street lighting poles and fixtures that meet the ballast and luminary requirements of the City on the date of approval of the SRPUD.
- 3. Traffic Calming Measures: These are planned as elements intended to moderate the speed of vehicular traffic within the community. Traffic calming measures are physical design controls intended to equalize the use of neighborhood streets between automobiles, pedestrians, bicyclists and playing children. Traffic calming measures planned at street intersections include roundabouts, traffic circles, gateways and neck-downs. Planned mid-block street section traffic calming measures include throttles, chicanes and protected on-street parking. Streets may be designed, at the developer's discretion, with a 470-foot radius on collector streets and 180-foot radii on local streets. All traffic calming measures are to be designed to meet the edition of the American Association of State Highway and

Transportation Officials (AASHTO) policy on Geometric Design of Highways and Streets on the date of the approval of the SRPUD.

- 4. On-Street Parking: On-street parking shall be according to Exhibit C, Street Cross-Sections.
- 5. Off-Street Parking: Off-street parking will be in compliance with Chapter 9 of the UDC on the date of the approval of the SRPUD.
- 6. Driveway Access: Consistent with the historical build-out pattern in Georgetown Village, residential driveways are allowed on designated Residential Collectors. Minimum driveway spacing on such Residential Collectors will be fifty-five (55) feet. Applicable streets are designated on **Exhibit C**, Street Cross-Sections.
- 7. **Transportation Improvements:** 
  - a) Developer has agreed to contribute a maximum of \$2,500,000 to the construction and paving of two additional lanes of Shell Road, in addition to dedicating the right-of-way. Any costs over and above \$2,500,000 related to the two lanes, turning lanes, and or traffic signalization will be paid by the City.
  - b) In order to satisfy the contribution of \$2,500,000, the Developer will pay a supplemental transportation fee of \$1,650 per residential unit (includes single family and multi family) at the time of platting. The City will be responsible for designing, bidding, and building the expansion of Shell Road.
  - c) Developer will not need to conduct a TIA consistent with UDC requirements, agrees to dedicate right-of-way consistent with OTP and UDC standards (unless otherwise negotiated with PUD) as well as consent to connectivity to adjacent properties as reflected on the PUD Concept Plan. Developer will comply with the City's water quality and storm water best management practices.
  - d) Developer shall not contribute to off-site transportation improvements which could be listed in a future TIA, including contributions to Shell Road. Sidewalks on both sides of Shell Road will be required and are not included within the contribution of \$2.5 million for transportation improvements to Shell Road.
  - e) Developer will design and construct a) all internal, on-site streets to UDC standards (unless otherwise negotiated as part of the PUD), b)

and provide street access to the public parkland trailhead parking lot.

### K. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping on the Property shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

- 1. Shell Road Landscape Buffer: A minimum 25 foot wide landscape lot will be incorporated adjacent to the right of way of Shell Road. The landscape lot shall be planted with one (1) shade tree, minimum 3 inch caliper and five (5), five (5) gallon shrubs for every 1,000 square feet of landscape easement area, exclusive of utility easements.
- 2. Major Collector Landscape Buffer: A minimum 10 foot wide landscape lot will be incorporated adjacent to the right of way for Major Collectors. The landscape lot shall be planted with one (1) shade tree, minimum 3 inch caliper and five (5), five (5) gallon shrubs for every 1,000 square feet of landscape easement area. Common area landscaping shall be owned and maintained by a community homeowner's association.
- 3. Trees: New tree plantings will occur throughout the project, including open spaces and street yards. Street Trees within the public right-of-way, between the curb and sidewalk, are not allowed and trees located within the front yards of residential lots will be installed no closer than 3 feet behind the sidewalk to lessen damage to sidewalk and underground utilities.
- 4. Single Family RS Planting Requirement: One (1) tree will be planted for every single family residential lot that is less than fifty (50) feet wide. Two (2) trees will be planted for every single family residential lot that is fifty (50) feet or wider. Trees must be a minimum of three (3) inch caliper.
- 5. Commercial and Multi Family: City of Georgetown Tree Ordinances, rules and regulations addressing and concerning tree preservation and mitigation in effect at the time of approval of a site development plan shall apply to all Commercial and MF parcels.
- 6. Boundary Walls: Boundary walls will be located where residential development is adjacent to Shell road or a major collector. Boundary walls will be constructed of masonry such as stone or concrete fence panels.
- L. SIGNAGE

Signage on the Property shall be in conformance with Chapter 10 of the Unified Development Code, on the date of the approval of the SRPUD, unless otherwise stated in this Development Plan or in a Master Sign Plan for the Property. Exhibit E to the SRPUD illustrates the location of signage within the Property. These size modifications shall

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replace the size restrictions described in Chapter 10 of the Unified Development Code. Signage shall not be located in the sight-triangle of an intersection.

- 1. Subdivision Entry Signs:
  - a) Primary subdivision entry monument signs shall be located along Shell Road at the Collector road intersections, as illustrated on <u>Exhibit E</u> to the PUD Ordinance. The signs shall either be located in a sign easement or be located on a separate lot.
  - b) The sign area including the base and sign face shall not exceed 280 square feet, or 8 feet in height and the sign face encompassing only the surface for the sign letters and logo shall not exceed 120 square feet. Surrounding architectural features such as towers and walls shall not count against the sign square footage and shall not exceed 25 feet in height.
  - c) The signs shall be located a minimum of 20' from the ultimate right of way of Shell Road and 10 feet from the intersecting Collector entry road. Signage shall not block sight distance or be located in the visibility sight triangle.
  - d) A minimum of 1,000 square feet of landscape plant bed shall be provided around the Subdivision Entry Signs. Plant material should be of a native and/or adapted species. Plants should be selected from the booklet titled, Native and Adapted Landscape Plants, an Earthwise guide for Central Texas, 5<sup>th</sup>Edition, 2013, created by the Texas Cooperative Extension, Grow Green and the Ladybird Johnson National Wildflower Center. All signage as well as landscaping area shall be privately maintained by Property Owners Association.
- 2. Residential Neighborhood Monument Signs:
  - a) Neighborhood signs may be located throughout the Property as noted on <u>Exhibit E</u> to the SRPUD Ordinance.
  - b) The signs shall either be located in a sign easement or be located on a separate platted lot.
  - c) Neighborhood signs shall not block sight distances nor be located in a public utility easement or site triangle and shall be setback a minimum of 10 feet from adjacent rights of way.
  - d) The sign area including the base and sign face shall not exceed 50 square feet, or 6 feet in height and the sign face encompassing only the surface for the sign letters and logo shall not exceed 25 square feet.
  - e) A minimum of 100 square feet of landscape plant bed shall be provided around each Residential Neighborhood Monument Sign. Plant material should be of a native and/or adapted species. Plants should be selected from

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the booklet titled, Native and Adapted Landscape Plants, an Earthwise guide for Central Texas, 5<sup>th</sup>Edition, 2013, created by the Texas Cooperative Extension, Grow Green and the Ladybird Johnson National Wildflower Center. All signage as well as landscaping area shall be privately maintained by a Property Owners Association.

## M. STORMWATER

Stormwater management on the Property shall be in conformance with Chapter 11 of the Unified Development Code and City of Georgetown Drainage Criteria Manual, latest edition".

## N. PARKLAND AND COMMON AMENITY AREA

Developer has agreed to preserve 26 acres of parkland that will be spread across the project to serve the planned residential neighborhood located on the north and south sides of Shell Road with equal levels of service. The public parkland illustrated on **Exhibit D** and the associated public trail and park improvements described below, will, when dedicated and constructed, fully satisfy the City's parkland dedication and improvement requirements for the single family development in the SRPUD.

## 1. <u>Public Park North Side of Shell Road:</u>

- a) One public park, a minimum of three (3) acres in size within the overall 26 acres of parkland , will be dedicated to the City and developed.
- b) The Developer will provide \$250,000 of public parkland improvements. The public park may consist of the following amenities or other amenities as approved by the City Park's Director: Playground, Shelter, Sports Court, Trails, Site Furnishings, Trailhead, Landscape and Irrigation.
- c) The developer will construct the park improvements in accordance with materials and equipment that is acceptable to the City Park's Director and the City will take over maintenance responsibility after dedication. The City will allow the HOA or property owners association (upon approval of agreement between the City and HOA) to provide additional maintenance in the public park to the same or better standards as the City's standards for similar park improvements and areas.
- d) The public parkland shall be dedicated to the City by special warranty deed after all improvements have been completed and access is provided from a public road that has been accepted by the City.

### 2. North Private Amenity Center:

a) The Developer will provide one private amenity center located on the north side of Shell Road, a minimum of two (2) acres in size, with facilities for residents of Georgetown Village only.

- b) Developer will provide private amenities with a minimum investment of 1 million dollars for the North Private Amenity Center. Amenities may include but not be limited to: Pool, restroom facility, parking lot, trailhead, open play area.
- c) The private amenity center will be owned and maintained by the community homeowner's association(s).

### 2. **Trails:**

- a) Developer agrees to construct a 10' foot wide concrete trail which shall be 4,700 linear feet designed with a stub at the edge of the district's easternmost boundary to provide an opportunity to connect with the City's proposed West Side Park. The Developer has no obligation to acquire easements and construct a trail outside of the SRPUD boundary.
- b) The Developer will construct the trails to City specifications and the City will take over maintenance responsibility after dedication.
- c) A trailhead parking lot will be provided in the public parkland on the north side of Shell Road which will include 15 parking spaces, including 2 designated accessible spaces in the location shown on Exhibit D. The developer will fund the cost of design and construction of the parking lot. This expense will be in addition to the other public park improvements described in this SRPUD. The improvement will be subject to the approval of the City Parks and Recreation Director.
- d) The trail and trailheads within the Property shall be registered with the Texas Department of Licensing and Regulation (TDLR) and designed and constructed to meet the requirements of the Texas Accessibility Standards (TAS).
- e) If topographic constraints restrict any area along the trail corridor, the U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) will be followed for the trail construction.

### 3. **Public Park South Side of Shell Road:**

- a) One public park, a minimum of three (3) acres in size within the 26 acres of parkland, will be dedicated to the City and developed.
- b) The Developer will provide \$250,000 of public parkland improvements. The public park may consist of the following amenities, or other amenities as approved by the City Park's Director: Playground, Shelter, Sports Court, Trails, Site Furnishings, Trailhead, Landscape and Irrigation.

- c) The developer will construct the park improvements in accordance with materials and equipment that is acceptable to the City Park's Director and the City will take over maintenance responsibility after dedication. The City will allow the HOA or property owners association (upon approval of agreement between the City and HOA) to provide additional maintenance in the public park to the same or better standards as the City's standards for similar park improvements and areas.
- d) The public parkland shall be dedicated to the City by Special Warranty Deed after all improvements have been completed and access is provided from a public road that has been accepted by the City.

# 4. South Private Amenity Center:

- a) The Developer will provide one private amenity center located on the south side of Shell Road, a minimum of two (2) acres in size, with facilities for residents of Georgetown Village only.
- b) Developer will provide private amenities with a minimum investment of 1 million dollars for the South Private Amenity Center. Amenities may include but not be limited to: Pool, restroom facility, parking lot, trailhead, open play area.
- c) The private amenity center will be owned and maintained by the community homeowner's association(s).

# 5. Multi Family:

a) City will require all multi family to be subject to the City's parkland dedication/development fees in place at time of approval of a site development plan.

# 6. <u>Construction Timing:</u>

- a) Public Park North of Shell Road and Trailhead parking lot:
  - i. The public parkland improvements will be subject to the approval of the City Parks and Recreation Director upon the earlier of:
  - ii. Development of an adjacent parcel; or
  - When the 200<sup>th</sup> single family building permit is issued on the northern side of Shell Road, given there is road access to the park. If no road access exists at that time, the developer will post a fiscal security in the amount of 125% of the cost to construct the park and the road extension; or
  - iv. No later than 12/31/2025, as long as permitting has begun.
- b) Public Park South of Shell Road:
  - i. The public parkland improvements will be subject to the approval of the City Parks and Recreation Director upon the earlier of:
  - ii. Development of an adjacent parcel; or

- When the 200th single family building permit is issued on the southern side of Shell Road, given there is road access to the park. If no road access exists at that time, the developer will post a fiscal security in the amount of 125% of the cost to construct the park and the road extension; or
- iv. No later than 12/31/2025, as long as permitting has begun.
- c) The trails shall be constructed:
  - Prior to the final acceptance of any lot in Parcels 1, 3 or 4 on Exhibit D to the SRPUD; however, the trail may be completed in up to three (3) phased segments, as illustrated on Exhibit D.
  - ii. Final acceptance of any lot shall be defined as final acceptance of the subdivision improvements serving any part of Parcels 1, 3 or 4 as shown on **Exhibit D**.
  - iii. Should fiscal be posted to allow the recordation of the subdivision plat for one of the above-mentioned parcels, the posted fiscal instrument shall not be released until the trail is complete.
- d) Private Amenity Center on North side of Shell Road:
  - i. Developer agrees to commence construction of the North Amenity Center no later than when the 200<sup>th</sup> single family home permit is issued within the portion of the SRPUD, located on the northern side of Shell Road, and to complete such amenities within 18 months from the date of commencement of such amenity construction.
- e) Private Amenity Center on the South side of Shell Road:
  - i. Developer agrees to commence construction of the South Amenity Center no later than when the 200<sup>th</sup> single family home permit is issued within the portion of the District, located on the southern side of Shell Road, and to complete such amenities within 18 months from the date of commencement of such amenity construction.

# O. PUD MODIFICATIONS

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Planning Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Planning Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered "Major Modifications." Major Modifications to the Concept Plan must be approved as an amendment to this Development Plan, PUD Ordinance, and Consent Agreement pertaining to creation of a municipal utility district on the Property by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

P. LIST OF EXHIBITS

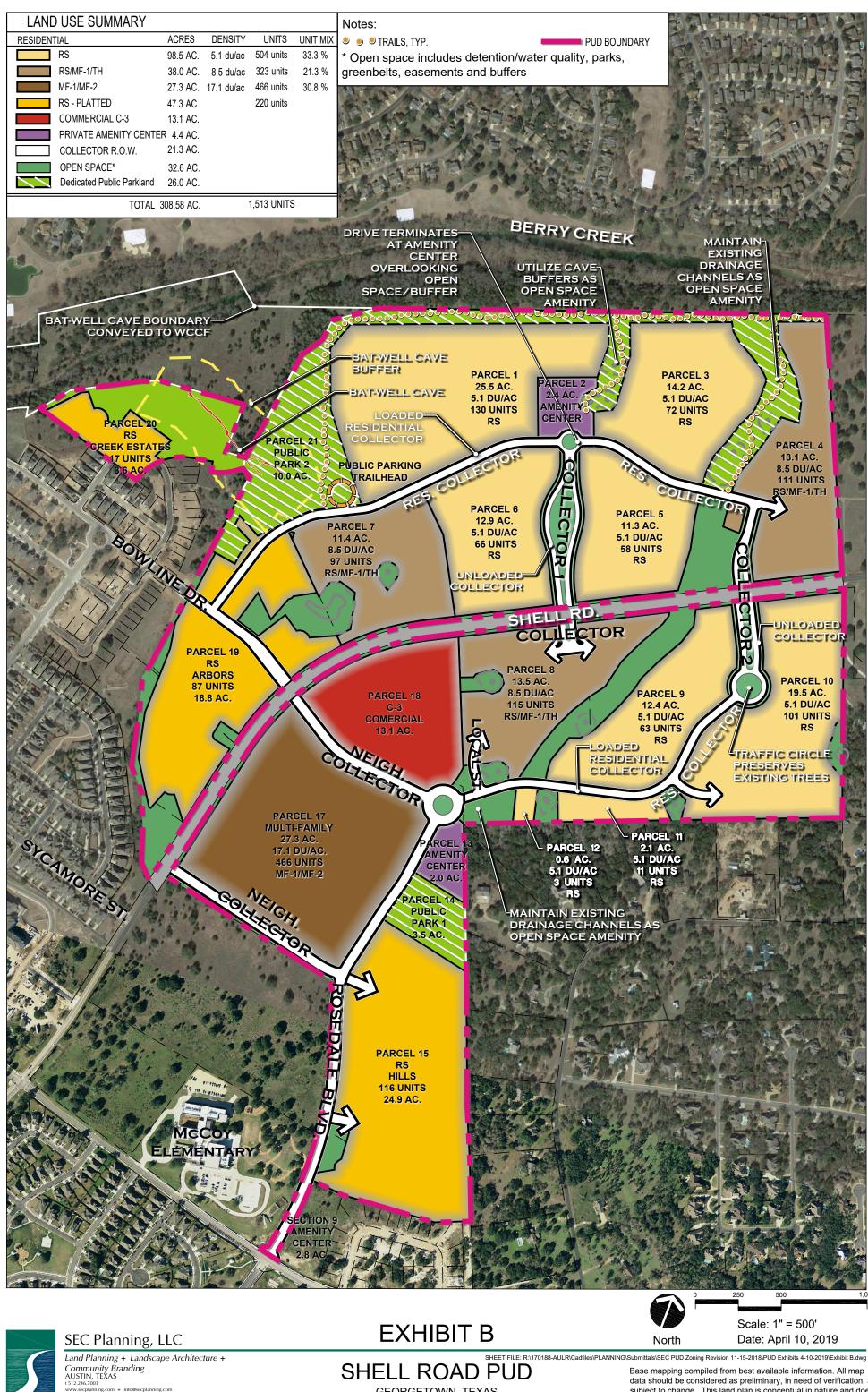
**Exhibit A** – Metes and Bounds

Exhibit B – Conceptual Land Plan

Exhibit C – Street Sections

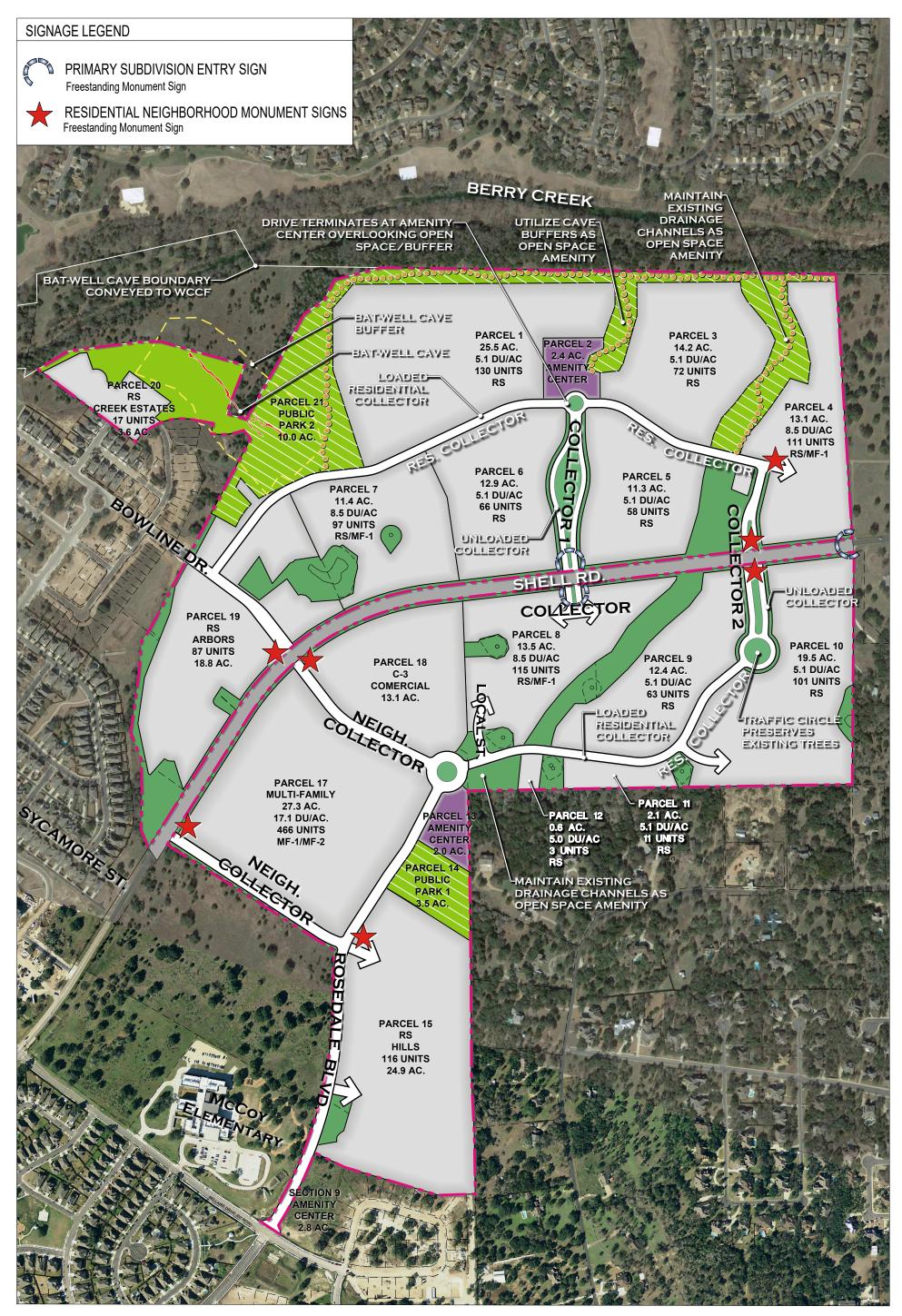
Exhibit D – Park Exhibit

Exhibit E – Signage Exhibit



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data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.





# SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding AUSTIN, TEXAS 1512.246.7003 www.seqlanning.com + info@secplanning.com

# EXHIBIT E SIGNAGE

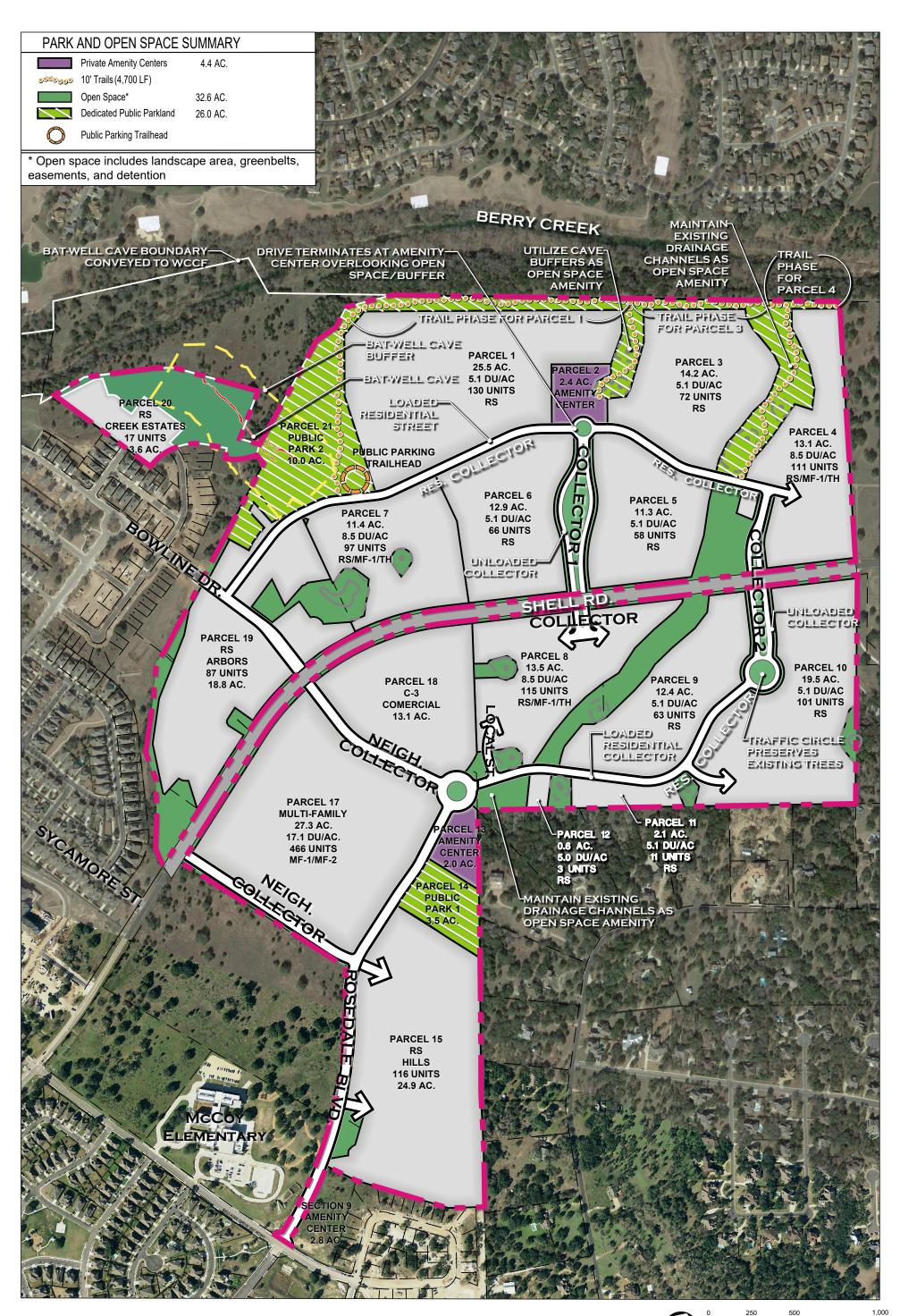
# SHELL ROAD PUD

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Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SHEET FILE: R:\170188-AULR\Cadfiles\PLANNING\Submittals\SEC PUD Zoning Revision 11-15-2018\PUD Exhibits 4-10-2019\Exhibits E - Signs.dwg





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# EXHIBIT D PARKS

# SHELL ROAD PUD

GEORGETOWN, TEXAS

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Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SHEET FILE: R:\170188-AULR\Cadfiles\PLANNING\Submittals\SEC PUD Zoning Revision 11-15-2018\PUD Exhibits 4-10-2019\Exhibit D - Park.dwg

ORDINANCE NO.

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 308.58 acres out of the William Roberts League, Abstract No. 524, and the Joseph Fish Survey, Abstract No. 232, generally located along Shell Road, north of intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the city limits , from the Agriculture (AG) and Planned Unit Development (PUD) zoning districts to the Planned Unit Development (PUD) zoning district to be known as the Shell Road Planned Unit Development ; 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 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

144.79 acres of the William Roberts League, Abstract No. 524, and the Joseph Fish Survey, Abstract No. 232, as recorded in the Official Public Records of Williamson County, Texas, Document No. 2012032637, 2017040134, 2011045887, 2011028626, 2009039509, 2015036587, 201604523, and 2008045286 and 163.79 acres of the William Roberts League, Abstract No. 524, as recorded in the Official Public Records of Williamson County, Texas, Document No.2010029370, 2013052419, and 2017040134 hereinafter referred to as "The Property";

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 2, 2019, held the required public hearing and submitted a recommendation of approval on April 22, 2019 to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on May 14, 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

Ordinance Number: \_\_\_\_\_ Description: Shell Road PUD Date Approved: May 28, 2019 Page 1 of 2

Page 2 of 2

Robyn Densmore, TRMC City Secretary

<u>Section 5</u>. 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 14th day of May, 2019.

APPROVED AND ADOPTED on Second Reading on the 28<sup>th</sup> day of May, 2019.

THE CITY OF GEORGETOWN:

Charlie McNabb

City Attorney

Dale Ross

Mayor

Ordinance Number: \_\_\_

APPROVED AS TO FORM:

**Description: Shell Road PUD** 

Date Approved: May 28, 2019

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the

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.

any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

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ATTEST:

Exhibit A

# **GEORGETOWN VILLAGE**

**City of Georgetown, Texas Shell Road Planned Unit Development** 



# Shell Road Planned Unit Development Development Plan

Applicant: Green Builders, Inc

3613 Williams Drive, Suite 206

Georgetown, TX 78627

# A. PROPERTY

The subject Property consists of approximately 308.58 acres, as shown in **Exhibit A** (the "Property").

# B. PURPOSE AND INTENT

The boundaries of the PUD consist of 308.58 acres described in <u>Exhibit A</u> (Field Notes) (the "Property"), attached to the PUD Ordinance. The Project is planned as a mixed use, master planned community with a variety of residential lot sizes and product types, commercial and office uses and preserved open space.

The contents of this Development Plan explain and illustrate the overall appearance and function desired for the Property.

## C. APPLICABILITY AND BASE ZONING

The development of the Property shall comply with the version of the Georgetown Unified Development Code (UDC) in effect at the time of approval, and other applicable provisions in the City's Code of Ordinances, except as modified within this Development Plan or the Exhibits attached to the PUD Ordinance.

The base zoning classifications, within the Planned Unit Development zoning district for the Property are: Residential Single Family (RS), Townhouse (TH), Low Density Multi Family (MF-1), High Density Multi Family (MF-2) and General Commercial (C-3).

# D. THE PROJECT (attached as **Exhibit B**).

The owner of the SRPUD is planning to develop the Project as a master planned community on the Property and in conjunction therewith is proposing to subdivide the Property through a series of subdivision plats and to obtain additional land use approvals for the Property.

# E. CONCEPTUAL LAND PLAN

The City hereby authorizes the construction and development of the residential and commercial uses together with support facilities for recreational, social, maintenance, and related uses substantially, as shown in **Exhibit B**.

A Conceptual Land Plan, has been attached to this Development Plan as **Exhibit B** to illustrate the land use and design intent for the Property. The Conceptual Land Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. The Conceptual Land Plan depicts land uses, primary circulation patterns, open spaces and amenities that may be developed in phases, provided the minimum requirements of the PUD district are met. Approval of this PUD, Development Plan, and Conceptual Land Plan does not constitute approval of a Site Plan per Section 3.09 of the UDC.

1. Development Characteristics: The Conceptual Land Plan, is based on the following characteristics and planning principles:

- a) The planned uses include residences, retail shops, civic uses, and open spaces located in close proximity to each other, designed and laid out to be compatible with each other.
- b) Local streets are to be sized, detailed and organized to provide for the functional needs of both the automobile and the pedestrian.
- c) Civic uses, open spaces and landscaped streets are to be designed to provide purposeful places for social activity, recreation, and to reinforce the identity of the community.
- d) Buildings are to be sized and located to spatially delineate the streets, squares and other open spaces.
- 2. Lot Characteristics: The proposed development is designed to locate residences, shops and work places in closer proximity to each other to encourage a physical environment promoting social activity, community interaction and a collective security. The residential areas contain a diverse range of lot sizes, typically smaller in size than suburban lots, have a minimum front yard to encourage homes and businesses to address the street. Residential product may incorporate the use of alleys in select situations. Collectively, these characteristics will create a compact community which promotes a pedestrian environment.

## F. LAND USES

The Conceptual Land Plan identifies a number of areas for the different uses and activities which would typically occur within a traditional neighborhood. The following more clearly describes each of these areas and the allowed uses within each zoning category:

### TABLE F1

Description			Zoning District		
			· · · · · · · ·	Mar. 19.	DISTICT
Single-family deta with alleys. Acces	ched residential. Mi sory Dwelling Units	nimum 4,500 sf allowed.	lots without alley	v. 3,600 sf lots	RS
Townhouse Distric	st.				TH
Multi-family detac	hed residential. Mult	i-family attache	d residential. Cor	dominiums.	MF-1
Multi family attacl	ned residential.				MF-2
Commercial. Offic	e				C-3

# G. RESIDENTIAL PRODUCT LOT STANDARDS

The Conceptual Land Plan identifies a mix of product types and lot sizes. In order to maintain a level of flexibility, certain parcels within the Conceptual Plan are identified with a dual use of RS, MF-1 or TH. At the time of development for those dual use designated parcels, a specific category (RS, MF-1 or TH) will be declared and the parcel will be developed under those standards. In order to ensure a mix of product types while maintaining flexibility in the location of certain products, the following unit type parameters have been defined for the project:

- 1. Maximum number of total units allowed within the concept plan parcels labeled as RS and RS/MF-1/TH parcels: 1,047 units.
- 2. The maximum number of total units in all categories shall not exceed 1,513.
- 3. Maximum number of total units allowed within the MF1/MF-2 parcel: 466 units.
- 4. Maximum number of MF-2 units permitted is 220
- 5. Minimum number of single family detached lots 60 feet wide or wider: 10% of the total of the Single Family Detached RS Lots.
- 6. Maximum number of lots less than 45 feet wide: 35% of the total of the Single Family Detached RS lots.
- 7. Single Family Detached RS lots less than 45 feet wide shall be limited to: Parcels 1, 3, 5, 6, 7, 8, 9 as labeled on Exhibit B.
- 8. Minimum acres of commercial (C3) development is 13.1 acres (new item from Sofia)

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# H. DEVELOPMENT STANDARDS

# TABLE H1

Development Standards	RS <sup>1</sup>	TH	MF-1	MF-2	C-3
Front Setback (feet)	15	15	15	25	25
Side Setback (feet)	5	5	5	5	15
Street Side Setback (feet)	15	15	15	25	25
Garage Setback (feet)	20	20	N/A	N/A	N/A
Rear Setback (feet)	10	15	20	20	20
Setback adjacent to RS District (feet)	N/A	N/A	20	20	20
			4		
Building Height (feet)	35	35	35	50	40
Building Separation (feet)	10	10	10	15	10
Residential Units per Building	N/A	6	6	24	N/A
Residential Units per Acre	N/A	N/A	14	24	N/A
Min. Lot Width – Front-loaded	45	22	50	50	50
Min. Lot Width – Alley-loaded	35	22	N/A	N/A	N/A
Min. Lot Size (sq. feet)	3600	2,000	N/A	N/A	N/A
Allowed Impervious Cover	50% <sup>2</sup>	50%	50%	50%	70%

<sup>1</sup> lots smaller than 45' in width will be required to be rear loaded with driveway access permitted through alley's constructed to city standards.

<sup>2</sup>Impervious cover shall be measured across the gross site area of all RS designated land. When calculating the total impervious cover for RS areas, all open space and parks shall be included in the gross acreage.

# I. ARCHITECTURAL REQUIREMENTS

- 1. The following architectural criteria shall apply:
  - a) All Single family detached dwellings shall contain a minimum of 1,200 square feet of enclosed living space, exclusive of porches, decks, garages.
  - b) All residential homes shall have a minimum roof pitch of 6:12, except secondary architectural features including but limited to roofs over garages, entryways, or porch coverings. which may have a roof pitch of less than 6:12.
  - c) Roofs on buildings on Non-Residential lots may be of pitched roof design or flat roof design. Roof materials shall be asphalt, shingles, tiles or slate. Metal roofs must have a non-reflective finish. Any mechanical equipment placed on the roof, such as vents, air conditioning equipment, and the like, must be screened to not be visible from the ground floor level of the building.
  - d) The façades of all residential elevations that are visible from a public or private street or park shall be a minimum of 85% brick, stone, stucco or (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim and trimwork). All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.
  - e) The exterior of all buildings on <u>non-residential</u> lots shall be constructed of 100% brick, stone or stucco (exclusive of roofs, eaves, soffits, windows, doors, gables and frame work).
  - f) The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain two or more masonry finishes to complement the architectural style of the home. Additionally, the home must include a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:
    - i. A minimum of two wall planes on the front elevation, offset a minimum of 8 inches.
    - ii. Covered front porch or patio with a minimum size of 60 square feet.
    - iii. A side-entry or swing-in garage entry (for garage doors that do not face the front street).

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- iv. A garage door recessed from the primary front façade a minimum of four feet (for garage doors that face the front street).
- v. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house).
- vi. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail.
- vii. A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction.
- viii. The addition of one or more dormers on the front elevation to complement the architectural style of the home.

# J. STREETS AND PARKING

- 1. Street System: The streets will be designed to accommodate a variety of transportation modes compatible with a neighborhood environment, including automobiles, bicycles and pedestrians. The street system will include a variety of street designs to lend character to the neighborhood, to contribute to the enhancement of the streetscape, to increase the efficiency of traffic circulations, and to moderate vehicular speed within the community. The street system is planned to be interconnected with multiple travel routes with shorter travel distances to effectively disperse automobile traffic, resulting in less traffic volume on individual streets and less traffic off regional roads and through-traffic off the streets within the SR PUD. Streets and associated elements shall be designed in accordance with the <u>Exhibit C</u> and this Development Plan.
- 2. Street Lighting: Street lighting may be provided by alternative street lighting poles and fixtures that meet the ballast and luminary requirements of the City on the date of approval of the SRPUD.
- 3. Traffic Calming Measures: These are planned as elements intended to moderate the speed of vehicular traffic within the community. Traffic calming measures are physical design controls intended to equalize the use of neighborhood streets between automobiles, pedestrians, bicyclists and playing children. Traffic calming measures planned at street intersections include roundabouts, traffic circles, gateways and neck-downs. Planned mid-block street section traffic calming measures include throttles, chicanes and protected on-street parking. Streets may be designed, at the developer's discretion, with a 470-foot radius on collector streets and 180-foot radii on local streets. All traffic calming measures are to be designed to meet the edition of the American Association of State Highway and

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Transportation Officials (AASHTO) policy on Geometric Design of Highways and Streets on the date of the approval of the SRPUD.

- 4. On-Street Parking: On-street parking shall be according to <u>Exhibit C</u>, Street Cross-Sections.
- 5. Off-Street Parking: Off-street parking will be in compliance with Chapter 9 of the UDC on the date of the approval of the SRPUD.
- Driveway Access: Consistent with the historical build-out pattern in Georgetown Village, residential driveways are allowed on designated Residential Collectors. Minimum driveway spacing on such Residential Collectors will be fifty-five (55) feet. Applicable streets are designated on <u>Exhibit C</u>, Street Cross-Sections.
- 7. Transportation Improvements:
  - a) Developer has agreed to contribute a maximum of \$2,500,000 to the construction and paving of two additional lanes of Shell Road, in addition to dedicating the right-of-way. Any costs over and above \$2,500,000 related to the two lanes, turning lanes, and or traffic signalization will be paid by the City.
  - b) In order to satisfy the contribution of \$2,500,000, the Developer will pay a supplemental transportation fee of \$1,650 per residential unit (includes single family and multi family) at the time of platting. The City will be responsible for designing, bidding, and building the expansion of Shell Road.
  - c) Developer will not need to conduct a TIA consistent with UDC requirements, agrees to dedicate right-of-way consistent with OTP and UDC standards (unless otherwise negotiated with PUD) as well as consent to connectivity to adjacent properties as reflected on the PUD Concept Plan. Developer will comply with the City's water quality and storm water best management practices.
  - d) Developer shall not contribute to off-site transportation improvements which could be listed in a future TIA, including contributions to Shell Road. Sidewalks on both sides of Shell Road will be required and are not included within the contribution of \$2.5 million for transportation improvements to Shell Road.
  - e) Developer will design and construct a) all internal, on-site streets to UDC standards (unless otherwise negotiated as part of the PUD), b)

and provide street access to the public parkland trailhead parking lot.

## K. LANDSCAPE AND BUFFER REQUIREMENTS Landscaping on the Property shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

- 1. Shell Road Landscape Buffer: A minimum 25 foot wide landscape lot will be incorporated adjacent to the right of way of Shell Road. The landscape lot shall be planted with one (1) shade tree, minimum 3 inch caliper and five (5), five (5) gallon shrubs for every 1,000 square feet of landscape easement area, exclusive of utility easements.
- 2. Major Collector Landscape Buffer: A minimum 10 foot wide landscape lot will be incorporated adjacent to the right of way for Major Collectors. The landscape lot shall be planted with one (1) shade tree, minimum 3 inch caliper and five (5), five (5) gallon shrubs for every 1,000 square feet of landscape easement area. Common area landscaping shall be owned and maintained by a community homeowner's association.
- 3. Trees: New tree plantings will occur throughout the project, including open spaces and street yards. Street Trees within the public right-of-way, between the curb and sidewalk, are not allowed and trees located within the front yards of residential lots will be installed no closer than 3 feet behind the sidewalk to lessen damage to sidewalk and underground utilities.
- 4. Single Family RS Planting Requirement: One (1) tree will be planted for every single family residential lot that is less than fifty (50) feet wide. Two (2) trees will be planted for every single family residential lot that is fifty (50) feet or wider. Trees must be a minimum of three (3) inch caliper.
- 5. Commercial and Multi Family: City of Georgetown Tree Ordinances, rules and regulations addressing and concerning tree preservation and mitigation in effect at the time of approval of a site development plan shall apply to all Commercial and MF parcels.
- 6. Boundary Walls: Boundary walls will be located where residential development is adjacent to Shell road or a major collector. Boundary walls will be constructed of masonry such as stone or concrete fence panels.
- L. SIGNAGE

Signage on the Property shall be in conformance with Chapter 10 of the Unified Development Code, on the date of the approval of the SRPUD, unless otherwise stated in this Development Plan or in a Master Sign Plan for the Property. **Exhibit E** to the SRPUD illustrates the location of signage within the Property. These size modifications shall

replace the size restrictions described in Chapter 10 of the Unified Development Code. Signage shall not be located in the sight-triangle of an intersection.

- 1. Subdivision Entry Signs:
  - a) Primary subdivision entry monument signs shall be located along Shell Road at the Collector road intersections, as illustrated on <u>Exhibit E</u> to the PUD Ordinance. The signs shall either be located in a sign easement or be located on a separate lot.
  - b) The sign area including the base and sign face shall not exceed 280 square feet, or 8 feet in height and the sign face encompassing only the surface for the sign letters and logo shall not exceed 120 square feet. Surrounding architectural features such as towers and walls shall not count against the sign square footage and shall not exceed 25 feet in height.
  - c) The signs shall be located a minimum of 20' from the ultimate right of way of Shell Road and 10 feet from the intersecting Collector entry road. Signage shall not block sight distance or be located in the visibility sight triangle.
  - d) A minimum of 1,000 square feet of landscape plant bed shall be provided around the Subdivision Entry Signs. Plant material should be of a native and/or adapted species. Plants should be selected from the booklet titled, Native and Adapted Landscape Plants, an Earthwise guide for Central Texas, 5<sup>th</sup>Edition, 2013, created by the Texas Cooperative Extension, Grow Green and the Ladybird Johnson National Wildflower Center. All signage as well as landscaping area shall be privately maintained by Property Owners Association.
- 2. Residential Neighborhood Monument Signs:
  - a) Neighborhood signs may be located throughout the Property as noted on <u>Exhibit E</u> to the SRPUD Ordinance.
  - b) The signs shall either be located in a sign easement or be located on a separate platted lot.
  - c) Neighborhood signs shall not block sight distances nor be located in a public utility easement or site triangle and shall be setback a minimum of 10 feet from adjacent rights of way.
  - d) The sign area including the base and sign face shall not exceed 50 square feet, or 6 feet in height and the sign face encompassing only the surface for the sign letters and logo shall not exceed 25 square feet.
  - e) A minimum of 100 square feet of landscape plant bed shall be provided around each Residential Neighborhood Monument Sign. Plant material should be of a native and/or adapted species. Plants should be selected from

the booklet titled, Native and Adapted Landscape Plants, an Earthwise guide for Central Texas, 5<sup>a</sup>Edition, 2013, created by the Texas Cooperative Extension, Grow Green and the Ladybird Johnson National Wildflower Center. All signage as well as landscaping area shall be privately maintained by a Property Owners Association.

# M. STORMWATER

Stormwater management on the Property shall be in conformance with Chapter 11 of the Unified Development Code and City of Georgetown Drainage Criteria Manual, latest edition".

# N. PARKLAND AND COMMON AMENITY AREA

Developer has agreed to preserve 26 acres of parkland that will be spread across the project to serve the planned residential neighborhood located on the north and south sides of Shell Road with equal levels of service. The public parkland illustrated on **Exhibit D** and the associated public trail and park improvements described below, will, when dedicated and constructed, fully satisfy the City's parkland dedication and improvement requirements for the single family development in the SRPUD.

# 1. <u>Public Park North Side of Shell Road:</u>

- a) One public park, a minimum of three (3) acres in size within the overall 26 acres of parkland, will be dedicated to the City and developed.
- b) The Developer will provide \$250,000 of public parkland improvements. The public park may consist of the following amenities or other amenities as approved by the City Park's Director: Playground, Shelter, Sports Court, Trails, Site Furnishings, Trailhead, Landscape and Irrigation.
- c) The developer will construct the park improvements in accordance with materials and equipment that is acceptable to the City Park's Director and the City will take over maintenance responsibility after dedication. The City will allow the HOA or property owners association (upon approval of agreement between the City and HOA) to provide additional maintenance in the public park to the same or better standards as the City's standards for similar park improvements and areas.
- d) The public parkland shall be dedicated to the City by special warranty deed after all improvements have been completed and access is provided from a public road that has been accepted by the City.

# 2. North Private Amenity Center:

a) The Developer will provide one private amenity center located on the north side of Shell Road, a minimum of two (2) acres in size, with facilities for residents of Georgetown Village only.

- b) Developer will provide private amenities with a minimum investment of 1 million dollars for the North Private Amenity Center. Amenities may include but not be limited to: Pool, restroom facility, parking lot, trailhead, open play area.
- c) The private amenity center will be owned and maintained by the community homeowner's association(s).

# 2. <u>Trails:</u>

- a) Developer agrees to construct a 10' foot wide concrete trail which shall be 4,700 linear feet designed with a stub at the edge of the district's easternmost boundary to provide an opportunity to connect with the City's proposed West Side Park. The Developer has no obligation to acquire easements and construct a trail outside of the SRPUD boundary.
- b) The Developer will construct the trails to City specifications and the City will take over maintenance responsibility after dedication.
- c) A trailhead parking lot will be provided in the public parkland on the north side of Shell Road which will include 15 parking spaces, including 2 designated accessible spaces in the location shown on <u>Exhibit D</u>. The developer will fund the cost of design and construction of the parking lot. This expense will be in addition to the other public park improvements described in this SRPUD. The improvement will be subject to the approval of the City Parks and Recreation Director.
- d) The trail and trailheads within the Property shall be registered with the Texas Department of Licensing and Regulation (TDLR) and designed and constructed to meet the requirements of the Texas Accessibility Standards (TAS).
- e) If topographic constraints restrict any area along the trail corridor, the U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) will be followed for the trail construction.

# 3. Public Park South Side of Shell Road:

- a) One public park, a minimum of three (3) acres in size within the 26 acres of parkland, will be dedicated to the City and developed.
- b) The Developer will provide \$250,000 of public parkland improvements. The public park may consist of the following amenities, or other amenities as approved by the City Park's Director: Playground, Shelter, Sports Court, Trails, Site Furnishings, Trailhead, Landscape and Irrigation.

- c) The developer will construct the park improvements in accordance with materials and equipment that is acceptable to the City Park's Director and the City will take over maintenance responsibility after dedication. The City will allow the HOA or property owners association (upon approval of agreement between the City and HOA) to provide additional maintenance in the public park to the same or better standards as the City's standards for similar park improvements and areas.
- d) The public parkland shall be dedicated to the City by Special Warranty Deed after all improvements have been completed and access is provided from a public road that has been accepted by the City.

# 4. South Private Amenity Center:

- a) The Developer will provide one private amenity center located on the south side of Shell Road, a minimum of two (2) acres in size, with facilities for residents of Georgetown Village only.
- b) Developer will provide private amenities with a minimum investment of 1 million dollars for the South Private Amenity Center. Amenities may include but not be limited to: Pool, restroom facility, parking lot, trailhead, open play area.
- c) The private amenity center will be owned and maintained by the community homeowner's association(s).

# 5. <u>Multi Family:</u>

a) City will require all multi family to be subject to the City's parkland dedication/development fees in place at time of approval of a site development plan.

# 6. <u>Construction Timing:</u>

- a) Public Park North of Shell Road and Trailhead parking lot:
  - i. The public parkland improvements will be subject to the approval of the City Parks and Recreation Director upon the earlier of:
  - ii. Development of an adjacent parcel; or
  - When the 200<sup>th</sup> single family building permit is issued on the northern side of Shell Road, given there is road access to the park. If no road access exists at that time, the developer will post a fiscal security in the amount of 125% of the cost to construct the park and the road extension; or
  - iv. No later than 12/31/2025, as long as permitting has begun.
- b) Public Park South of Shell Road:
  - i. The public parkland improvements will be subject to the approval of the City Parks and Recreation Director upon the earlier of:
  - ii. Development of an adjacent parcel; or

- iii. When the 200th single family building permit is issued on the southern side of Shell Road, given there is road access to the park. If no road access exists at that time, the developer will post a fiscal security in the amount of 125% of the cost to construct the park and the road extension; or
- iv. No later than 12/31/2025, as long as permitting has begun.
- c) The trails shall be constructed:
  - Prior to the final acceptance of any lot in Parcels 1, 3 or 4 on Exhibit D to the SRPUD; however, the trail may be completed in up to three (3) phased segments, as illustrated on <u>Exhibit D</u>.
  - ii. Final acceptance of any lot shall be defined as final acceptance of the subdivision improvements serving any part of Parcels 1, 3 or 4 as shown on **Exhibit D**.
  - iii. Should fiscal be posted to allow the recordation of the subdivision plat for one of the above-mentioned parcels, the posted fiscal instrument shall not be released until the trail is complete.
- d) Private Amenity Center on North side of Shell Road:
  - i. Developer agrees to commence construction of the North Amenity Center no later than when the 200<sup>th</sup> single family home permit is issued within the portion of the SRPUD, located on the northern side of Shell Road, and to complete such amenities within 18 months from the date of commencement of such amenity construction.
- e) Private Amenity Center on the South side of Shell Road:
  - i. Developer agrees to commence construction of the South Amenity Center no later than when the 200<sup>th</sup> single family home permit is issued within the portion of the District, located on the southern side of Shell Road, and to complete such amenities within 18 months from the date of commencement of such amenity construction.

#### O. PUD MODIFICATIONS

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Planning Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Planning Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered "Major Modifications." Major Modifications to the Concept Plan must be approved as an amendment to this Development Plan, PUD Ordinance, and Consent Agreement pertaining to creation of a municipal utility district on the Property by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

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P. LIST OF EXHIBITS

**Exhibit**  $\mathbf{A}$  – Metes and Bounds

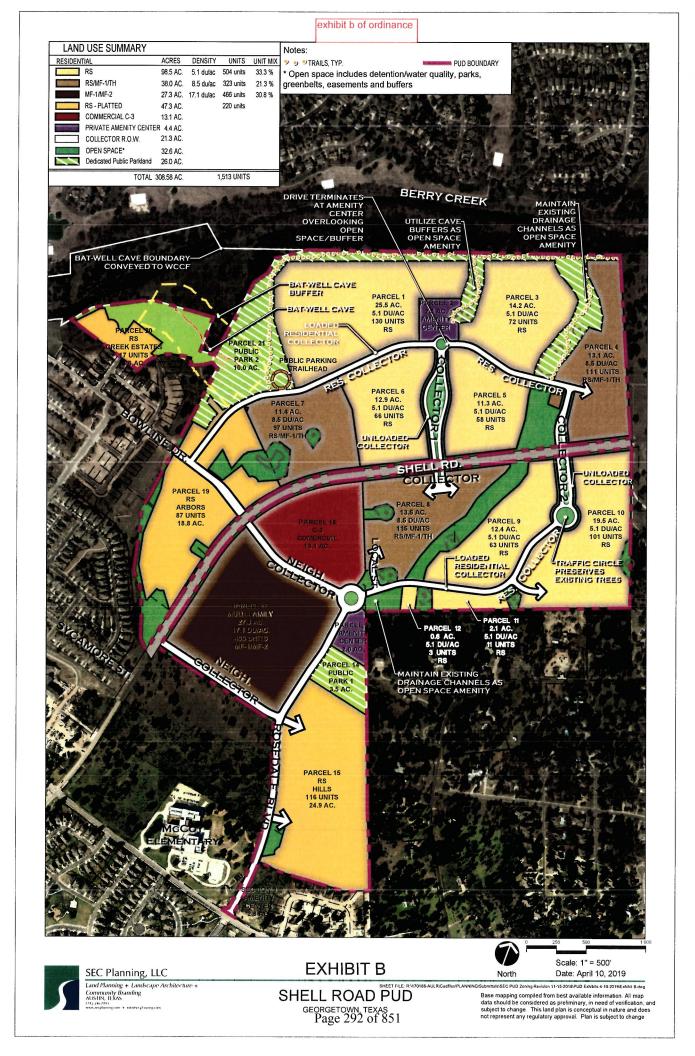
Exhibit B – Conceptual Land Plan

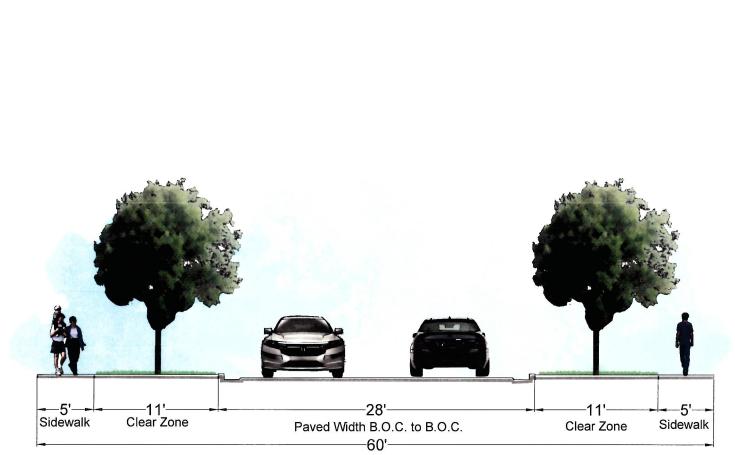
Exhibit C – Street Sections

**Exhibit D** – Park Exhibit

 $\label{eq:exhibit} \textbf{E}-Signage Exhibit$ 

15





Right of Way

## **Neighborhood Collector**

Notes:

SHEET FILE: R'170188-AULR/Cadfiles/PLAN

- 1. No on street parking
- 2. Utility assignments can be found in the City's Construction Manual

## EXHIBIT C - NEIGHBORHOOD COLLECTOR



SEC Planning, LLC

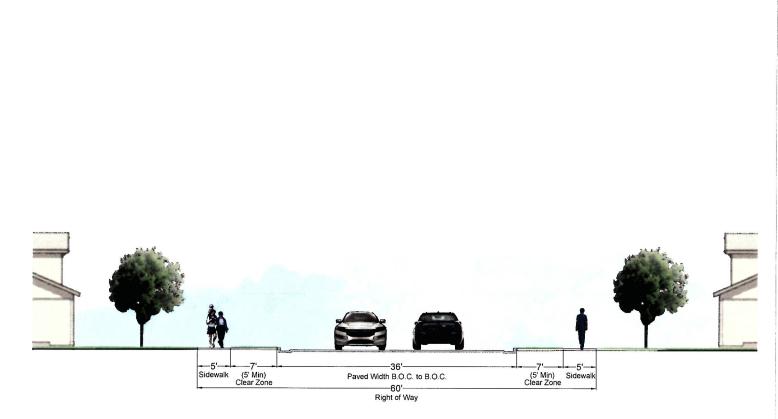
SHELL ROAD PUD GEORGETOWN, TEXAS

Date: November 19, 2018

Land Planning + Landscape Architecture + Community Branding AUSTIN, TEXAS

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PUD Zoning Revision 11-16 2018/Exhibits 11-19 2018/Exhibit C - Street Section Exhibits dwg Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land planis is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



**Residential Collector** 

#### Notes:

- 1. On street parking allowed
- Residential collectors shall be designed with curbed bulb outs measuring 15x6 feet in the parking lanes located at 300 feet intervals and at all intersections.
- 3. Utility assignments can be found in the City's Construction Manual.

## **EXHIBIT C - RESIDENTIAL COLLECTOR**

SHELL ROAD PUD

Date: November 19, 2018



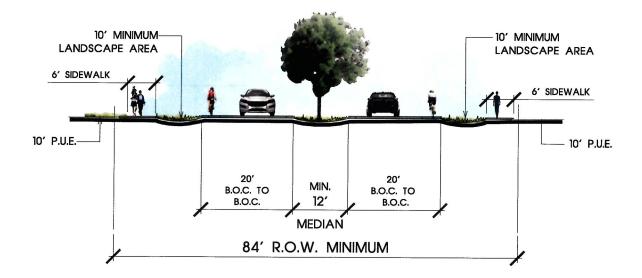
SEC Planning, LLC

AUSTIN, TEXAS

Land Planning + Landscape Architecture + Community Branding

GEORGETOWN, TEXAS

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#### Notes:

1. Major Collector sidewalk may meander into adjacent landscape lots.

- 2. Root barrier system required for trees in a PUE or landscape area less than 10' in width
- 3. Parking prohibited on major collector
- 4. Landscaping and irrigation allowed in median and Right of Way with license agreement
- 5. Right of Way width may widen depending on width needed to accommodate varied median and turn lanes, if deemed necessary by a Traffic Impact Analysis.

### EXHIBIT C - COLLECTOR

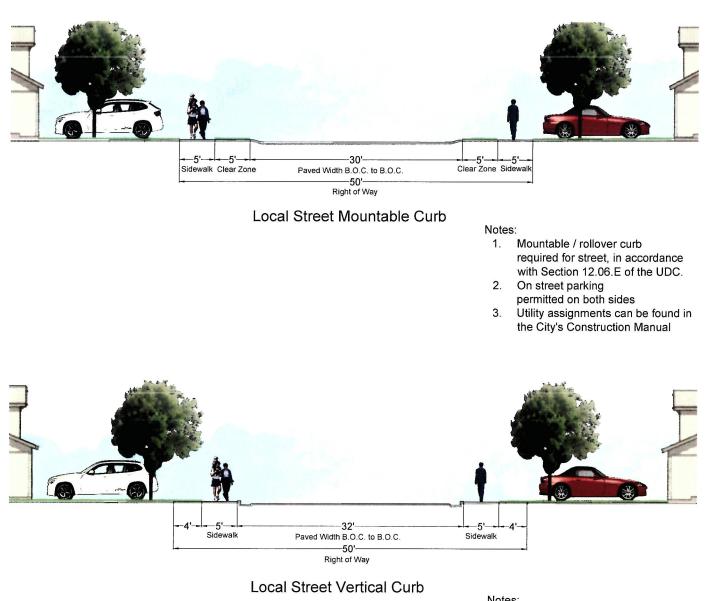
SHELL ROAD PUD

GEORGETOWN, TEXAS

Date: November 19, 2018 SHEET FILE: R 1/70188 AULRICadfersPLANNINGSubmitableEC PUD Zoning Revision 11.15.2018F. https://doi.org/10.1018/

Base mapping compiled from the stavilable information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

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### Notes:

- 1. Vertical, stand-up curbs required for street, in accordance with Section 12.06.E of the UDC.
- 2. On street parking permitted on both sides
- 3. Utility assignments can be found in the City's Construction Manual

## **EXHIBIT C - LOCAL STREET**

SHELL ROAD PUD GEORGETOWN, TEXAS

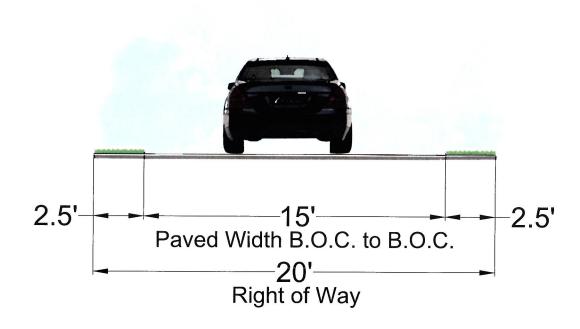




SEC Planning, LLC Land Planning + Landscape Architecture + Community Branding AUSTIN, TEXAS

Base mapping werken in the provided that is the structure that any data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

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Notes:

- 1. No on street parking
- 2. Alleys shall have at least two access points to public streets
- Alleys shall be located in a private lot or easement with full public access rights including public safety and utilities
- 4. Utility assignments can be found in the City's Construction Manual.



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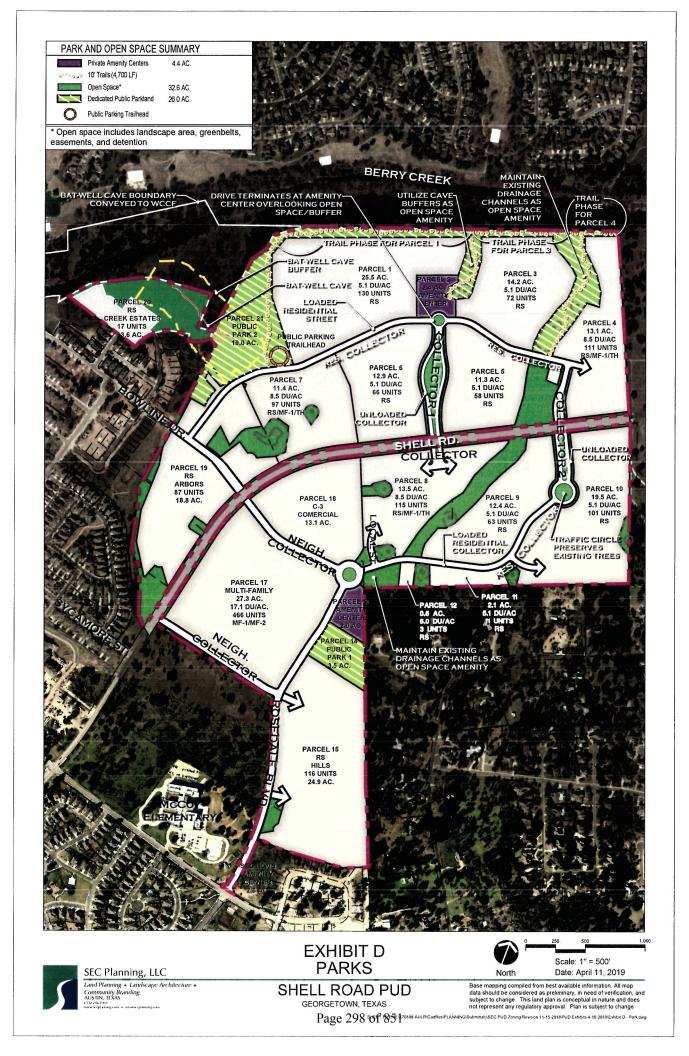
## EXHIBIT C - ALLEY

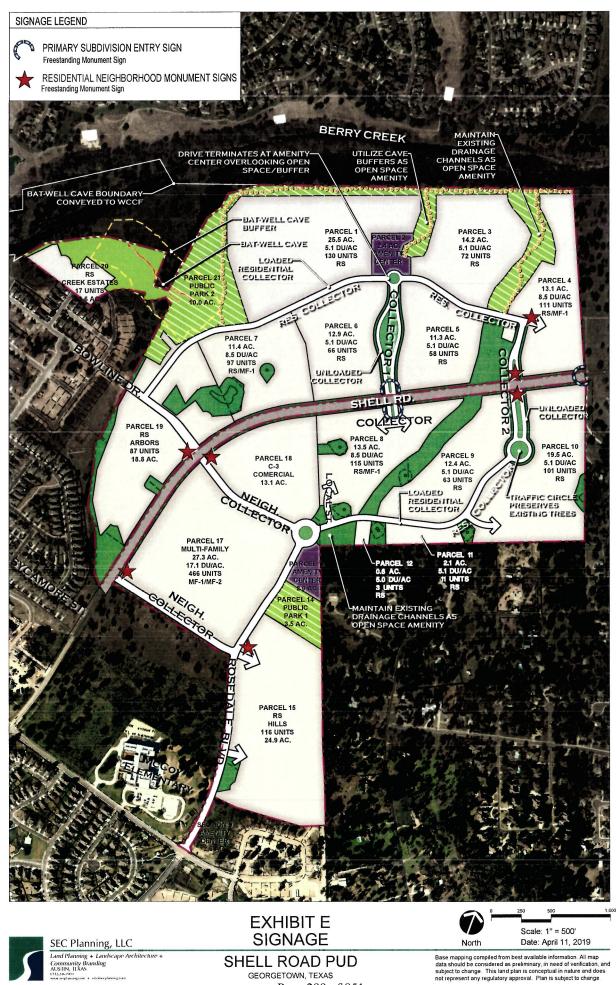
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Date: November 19, 2018

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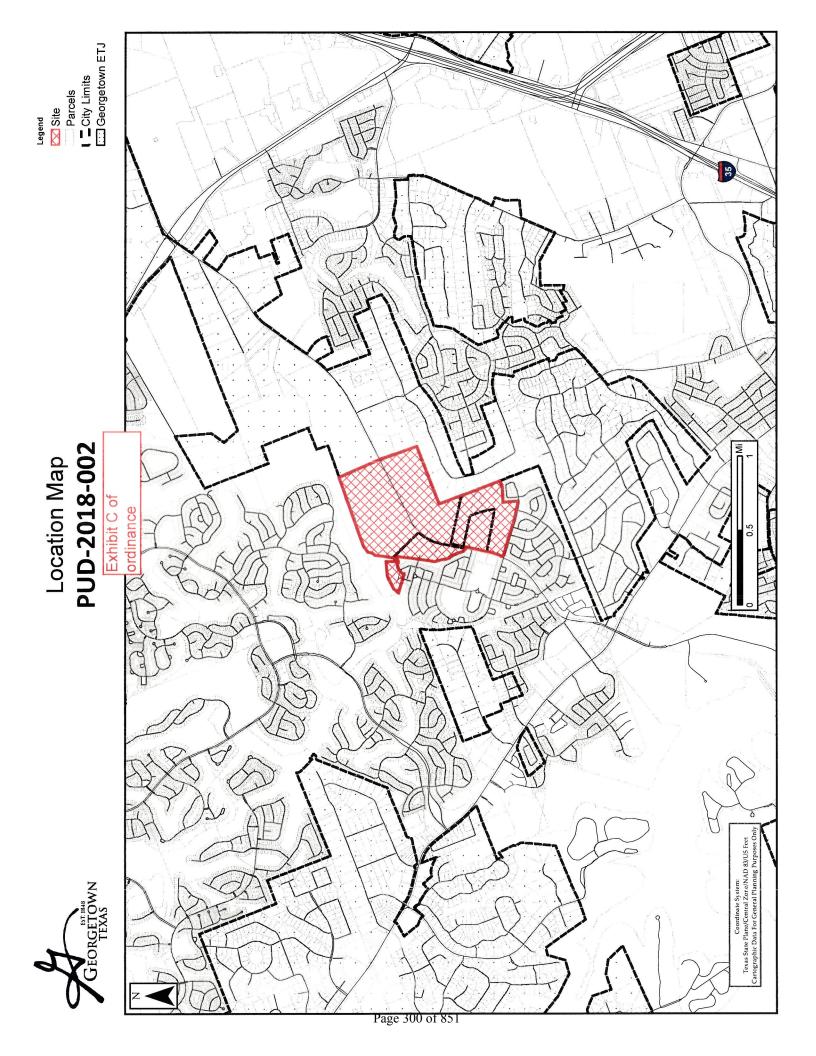


EXHIBIT "A"

County:WilliamsonProject:Shell Road PUD Boundary-NorthHalff AVO:32312.005

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DESCRIPTION OF 163.79 ACRES OF LAND, BEING OUT OF AND A PORTION OF THE WILLIAM ROBERTS LEAGUE, ABSTRACT NO. 524, IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THOSE CERTAIN TRACTS DESCRIBED AS TRACTS I & II IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2010029370; ALL OF THAT CERTAIN 30.289 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO GREEN BUILDERS, INC. OF RECORD IN DOCUMENT NO. 2013052419; AND ALL OF THAT CERTAIN TRACT DESCRIBED AS TRACT II CONTAINING 124.708 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC., OF RECORD IN DOCUMENT NO. 2017040134; ALL OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 163.79 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "HALFF" previously set on the northerly right-of-way line of Shell Road (being described as a 35.50 acre tract of land in a Warranty Deed to Williamson County, Texas dated February 10, 1989, of record in Volume 1751, Page 872, Deed Records of Williamson County, Texas), also being the southeasterly corner of said 124.708 acre tract, for the most easterly corner of the tract described herein; from which point a 1/2-inch iron rod found in the southerly right-of-way line of said Shell Road, same being the northwesterly corner of a called 6.00 acre tract described in a Warranty Deed to Daniel E. Adkins, of record in Document No. 2002047344, O.R.W.C.T., and the northeasterly corner of Tract I containing 42.552 acres in said Warranty Deed to Green Builders, Inc. of record in Document No. 2017040134, O.P.R.W.C.T. bears, S27°22′26″E, a distance of 80.01 feet;

**THENCE**, with the southeasterly line of the tract described herein, with the northerly and westerly rightof-way line of said Shell Road, generally with a fence, the following three (3) courses and distances:

- 1. S63°18'21"W, a distance of 2428.67 feet to a 1/2-inch iron rod with cap stamped "HALFF" previously set for the point of curvature of a curve to the left;
- 1367.37 feet along the arc of said curve to the left, with a radius of 1540.00 feet, a central angle of 50°52′24″, and whose chord bears S37°48′36″W, a distance of 1322.90 feet to a 1/2-inch iron rod with cap stamped "HALFF" set; and
- 3. S12°28′57″W, a distance of 935.41 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the most southerly corner of said Tract I described as 1.552 acres in said Warranty Deed to Wilson Family Communities, Inc., of record in Document No. 2010029370, O.P.R.W.C.T., same also being in the easterly line of Lot 29, Block C, Georgetown Village Planned Unit Development, Section Six, a subdivision of record in Cabinet CC, Slides 101-103, Plat Records of Williamson County, Texas (P.R.W.C.T.); for the most southerly corner of the tract described herein;

**THENCE**, with the southwesterly line of the tract described herein, with the easterly line of said Lot 29, Block C, the following seven (7) courses and distances:

- N43°14'26"W, at a distance of 1.25 feet passing a ½-inch iron rod found with cap stamped "CBD 5780", in all a total distance of 111.67 feet to a cotton spindle found with cap stamped "Capital Surveying, Inc." for an angle point;
- N17°55'19"W, a distance of 192.17 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 3. N21°26′26″W, a distance of 212.04 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;

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- 4. N41°06'42"W, at a distance of 9.09 feet passing a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for the northwesterly corner of said 1.552 acre tract, same being the southwesterly corner of said Tract II described as 7.173 acres in said Warranty Deed to Wilson Family Communities, Inc., of record in Document No. 2010029370, O.P.R.W.C.T., in all a total distance of 166.51 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 5. N11°53'55"W, a distance of 327.93 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 6. N15°16'35"W, a distance of 198.34 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point; and
- 7. N15°15'36"E, passing the northeasterly corner of said Lot 29, Block C, same being the southeasterly corner of Lot 21, Block E, Creekside at Georgetown Village PUD, Phase 3, a subdivision of record in Document No. 2016049445, O.P.R.W.C.T., a total distance of 81.36 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for the northwesterly corner of said Tract II described as 7.173 acres, and the southwesterly corner of said 30.289 acre tract; for an angle point of the tract described herein;

**THENCE,** continuing with the southwesterly line of the tract described herein, with the easterly line of said Creekside at Georgetown Village PUD, Phase 3, N07°47'40"E, passing the northeasterly corner of said Lot 21, Block E, same being the southeasterly corner of Bowline Drive, a 60 foot wide public right-of-way dedicated by said Creekside at Georgetown Village PUD, Phase 3, passing the northeasterly corner of said Bowline Drive, same being the southeasterly corner of Lot 1, Block J, of said Creekside at Georgetown Village PUD, Phase 3, in all a total distance of 1237.76 feet to a ½-inch iron rod with cap stamped "HALFF" set for the northeasterly corner of said Lot 1, Block J;

**THENCE,** continuing with the southwesterly line of the tract described herein, same being the southwesterly line of said 30.289 acre tract, and the northerly line of said Creekside at Georgetown Village PUD, Phase 3, the following six (6) courses and distances:

- 1. N59°19'34"W, a distance of 61.89 feet to a ½-inch iron rod with cap stamped "HALFF" set for an angle point;
- 2. S53°38'57"W, a distance of 36.66 feet to a ½-inch iron rod with cap stamped "HALFF" set at the point of curvature of a curve to the right;
- 151.44 feet along the arc of said curve to the right, with a radius of 330.00 feet, a central angle of 26°17′34″, and whose chord bears S66°46′20″W, a distance of 150.00 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for an angle point;
- 4. N10°04'50"W, a distance of 60.00 feet to a cotton spindle set for an outside ell corner;
- 5. S80°05'57"W, at a distance of 65.77 feet passing a 1/2-inch iron rod found with cap stamped "CBD Setstone", at a distance of 91.36 feet passing a 1/2-inch iron rod found with cap stamped "CBD Setstone" for the northwesterly corner of said Lot 1, Block J, same being the northeasterly corner of Lot 14, Block J, of said Creekside at Georgetown Village PUD, Phase 3, in all a total distance of 124.71 feet to a calculated point for the point of curvature of a curve to the left; from which a mag nail found bears, S13°13'32"E, a distance of 0.40 feet; and

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6. 364.91 feet along the arc of said curve to the left, with a radius of 330.00 feet, a central angle of 63°21'25", and whose chord bears S48°17'08"W, a distance of 346.60 feet to a cotton spindle found for the most westerly corner of Lot 8, Block I, of said Creekside at Georgetown Village PUD, Phase 3, same being in the northerly line of Lot 3, Block I, of Creekside at Georgetown Village PUD, Phase 2, a subdivision of record in Document No. 2014058708, O.P.R.W.C.T.,

**THENCE**, continuing with the southwesterly line of the tract described herein, same being the southwesterly line of said 30.289 acre tract, and the northerly line of said Creekside at Georgetown Village PUD, Phase 2, N73°23'32"W, a distance of 697.46 feet to a 1/2-inch iron rod found with cap stamped "CBD Setstone", for the most westerly corner of said 30.289 acre tract, and the most westerly corner of the tract described herein, same also being in the southerly line of that certain 22.0206 acre tract described in a Correction Special Warranty Deed to Wilson Family Communities, Inc., of record in Document No. 2013095533, O.P.R.W.C.T., same being in the northerly line of Lot 19, Block B, of said Creekside at Georgetown Village PUD, Phase 2;

**THENCE**, with the northwesterly line of the tract described herein, same being the northerly line of said 30.289 acre tract, and the southerly line of said 22.0206 acre tract, the following six (6) courses and distances:

- 1. N39°21'00"E, a distance of 204.14 feet to 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 2. N62°35'11"E, a distance of 413.17 feet to a cotton spindle found with cap stamped "Capital Surveying, Inc." for an angle point;
- 3. N69°23′24″E, a distance of 115.90 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 4. N85°37'51"E, a distance of 503.32 feet to a ½-inch iron rod found for an angle point;
- 5. S01°06'44"W, a distance of 297.05 feet to a ½-inch iron rod found for an angle point; and
- 6. N85°48'23"E, a distance of 119.45 feet to a spindle found at the southeasterly corner of said 22.0206 acre tract;

**THENCE**, continuing with the northwesterly line of the tract described herein, same being the easterly line of said 22.0206 acre tract, the following five (5) courses and distances:

- 1. N09°15'06"E, at a distance of 63.73 feet passing a ½-inch iron rod with cap stamped "HALFF" set for the most westerly corner of said 124.708 acre tract, in all a total distance of 384.90 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 2. NO8°10'49"E, a distance of 299.25 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 3. N34°28′50″E, a distance of 144.20 feet to a cotton spindle found with cap stamped "Capital Surveying, Inc." for an angle point;
- 4. N07°34'12"E, a distance of 132.10 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point; and

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5. N55°28'27"E, at a distance of 275.19 feet passing a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc.", in all a total distance of 277.69 feet to a 1/2-inch iron rod with cap stamped "HALFF" previously set at the northeasterly corner of said 22.0206 acre tract, same being the northwesterly corner of said 124.708 acre tract, being in the southerly line of Tract "R", Open Space and Drainage Easement, Amended Plat of Sun City Georgetown Neighborhoods One and Two, a subdivision of record in Cabinet U, Slides 239-250, Plat Records of Williamson County, Texas (P.R.W.C.T.), for an angle point in the northwesterly line of the tract described herein; from which point a ½-inch iron rod bound bears, S70°48'43"W, a distance of 724.90 feet;

**THENCE**, continuing with the northwesterly line of the tract described herein, same being the northerly line of said 124.708 acre tract, and the southerly line of said Tract R, and generally with a wire fence, N70°48′43″E, at a distance of 160.60 feet passing a 1/2-inch iron rod found, at a distance of 1152.47 feet passing 0.20 feet south of a 1/2-inch iron rod found, in all a total distance of 2603.50 feet to a calculated point for the most northerly corner of this tract, from which point a ½-inch iron rod found bears, N23°34′25″W, a distance of 0.30 feet;

**THENCE**, with the northeasterly line of the herein described tract, same being the easterly line of said 124.708 acre tract, and generally with a wire fence, S23°34′25″E, a distance of 1516.04 feet to the **POINT OF BEGINNING** and containing 163.79 acres of land, more or less, within these metes and bounds.

#### NOTES:

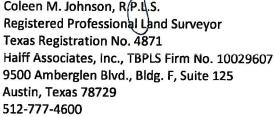
Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00012. Units: U.S. Survey Feet.

There are easements and other matters of record that affect these tracts that are not shown hereon.

There are improvements on these tracts that are not shown hereon.

I, Coleen M. Johnson, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision. There is a plat to accompany this description. The last day on the ground was September 8, 2017.

Date





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DESCRIPTION OF 144.79 ACRES OF LAND, BEING OUT OF AND A PORTION OF THE WILLIAM ROBERTS LEAGUE, ABSTRACT NO. 524, IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN TRACT DESCRIBED AS 19.997 ACRES IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2012032637; ALL OF THAT CERTAIN TRACT DESCRIBED AS TRACT I CONTAINING 42.552 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC., OF RECORD IN DOCUMENT NO. 2017040134; ALL OF THE REMAINDER OF THAT CERTAIN 10.01 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2011045887; ALL OF THE REMAINDER OF THAT CERTAIN 30.007 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2011028626; ALL OF THE REMAINDER OF THAT CERTAIN 32.383 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2009039509; ALL OF THAT CERTAIN TRACT DESCRIBED AS 30.000 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC. OF RECORD IN DOCUMENT NO. 2015036587; ALL OF THAT CERTAIN TRACT DESCRIBED AS 30.0 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC., OF RECORD IN DOCUMENT NO. 2016045203; AND A PORTION OF A REMAINDER OF THAT CERTAIN TRACT DESCRIBED AS 129.527 ACRES IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC., OF RECORD IN DOCUMENT NO. 2008045286; ALL OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 144.79 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an "X" found scribed in sidewalk in the existing north right-of-way line of Bellaire Drive, a public right-of-way dedicated by the Georgetown Village Planned Unit Development Section Nine, Phase Eight, a subdivision of record in Document No. 2014078318, O.P.R.W.C.T., for the most southerly southeast corner of the herein described tract and the southeasterly corner of proposed Rosedale Lane; from which an "x" found scribed in sidewalk in said existing northerly right-of-way line of Bellaire Drive bears, S76°47'09"E, a distance of 47.78 feet;

**THENCE**, with the southwesterly line of the tract described herein, with the northerly right-of-way line of said Bellaire Drive, N76°47′09″W, a distance of 145.62 feet to an "X" scribed on sidewalk, same being the southeasterly corner of that certain that certain 14.600 acre tract described in a Special Warranty Deed to Georgetown ISD of record in Document No. 2009066516, O.P.R.W.C.T.; and being the southwesterly corner of proposed Rosedale Lane;

**THENCE**, continuing with the southwesterly line of the tract described herein, same being the westerly right-of-way line of said proposed Rosedale Lane, and the easterly line of said 14.600 acre Georgetown ISD tract, same being the westerly line of a remainder of said 129.527 acre tract, the following three (3) courses and distances:

- 10.82 feet along the arc of a curve to the left, with a radius of 10.00 feet, a central angle of 61°58'06", and whose chord bears N72°13'40"E, a distance of 10.30 feet to a 1/2-inch iron rod found (disturbed) for the point of curvature of a curve to the right;
- 40.08 feet along the arc of a curve to the right, with a radius of 73.00 feet, a central angle of 31°27′32″, and whose chord bears N57°45′40″E, a distance of 39.58 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left; and

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3. 10.81 feet along the arc of a curve to the left, with a radius of 10.00 feet, a central angle of 61°56′33″, and whose chord bears N42°12′05″E, a distance of 10.29 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the point of curvature of a curve to the left;

THENCE, continuing with the southwesterly line of the tract described herein, same being the westerly right-of-way line of said proposed Rosedale Lane, in part with the easterly line of said 14.600 acre Georgetown ISD tract, and in part with the easterly line of that certain 25.918 acre tract described in a Special Warranty Deed to Georgetown ISD, of record in Document No. 2011045942, O.P.R.W.C.T., with the westerly line of the remainder of said 32.383 acre Wilson Family Communities, Inc. tract and with the westerly line of the remainder of said 30.007 acre Wilson Family Communities, Inc. tract, 1291.95 feet along the arc of a curve to the left, with a radius of 2440.00 feet, a central angle of 30°20'15", and whose chord bears N03°37'38"W, a distance of 1276.91 feet to a 1/2-inch iron rod with cap stamped "HALFF" set in the easterly line of said 25.918 acre Georgetown ISD tract;

**THENCE**, continuing with the southwesterly line of the tract described herein, in part with the westerly line of the remainder of said 30.007 acre Wilson Family Communities, Inc. tract, in part with the westerly line of the remainder of said 10.01 acre Wilson Family Communities, Inc. tract, with the easterly line of said 25.918 acre Georgetown ISD tract, N18°53'03"W, a distance of 314.36 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the northeasterly corner of said 25.918 acre Georgetown ISD tract, for an angle point of the tract described herein;

**THENCE**, continuing with the southwesterly line of the tract described herein, with the northerly line of said 25.918 acre Georgetown ISD tract, N77°36′08″W, a distance of 1133.59 feet to a 1/2-inch iron rod with cap stamped "HALFF" set at the intersection with the easterly right-of-way line of Shell Road, an 80 foot wide public right-of-way per Warranty Deed to Williamson County of record in Volume 1751, Page 872, Deed Records of Williamson County, Texas; same being the northwesterly corner of said 25.918 acre Georgetown ISD tract, same being the southwesterly corner of the remainder of said 10.01 acre Wilson Family Communities, Inc. tract, for the most westerly corner of the tract described herein;

**THENCE**, with the easterly right-of-way line of said Shell Road, N12°28′57″E, at a distance of 8.87 feet passing 0.26 feet east of a cotton spindle found (disturbed) near the southwesterly corner of said called 19.997 acre tract, at a distance of 464.17 feet passing 1.76 feet east of a ½-inch iron rod found with cap stamped "Capital Surveying Company, Inc.", in all a total distance of 862.71 feet to a ½-inch iron rod found at the point of curvature of a curve to the right; same being in the westerly line of said 30.000 acre Green Builders, Inc. tract;

**THENCE**, continuing with the easterly and southerly right-of-way line of said Shell Road, 1296.38 feet along the arc of said curve to the right, with a radius of 1460.00 feet; a central angle of 50°52'29", and whose chord bears N37°48'27"E, a distance of 1254.21 feet to cotton spindle found in the northerly line of said 30.0 acre Green Builder's Inc. tract;

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**THENCE,** continuing with the southerly right-of-way line of said Shell Road, N63°18'21"E, at a distance of 930.89 feet passing a ½-inch iron rod found with cap stamped "CBD Setstone", for the most northerly corner of said 30.0 acre Green Builder's tract, same being the most westerly corner of said 42.552 acre tract, a total distance of 2429.57 feet to a ½-inch iron rod found for the most westerly corner of that certain tract described as 6.00 acres in a Warranty Deed to Daniel E. Adkins, of record in Document No. 202047344, O.P.R.W.C.T., for the most northeasterly corner of the herein described tract;

**THENCE,** with the easterly line of this tract, the following seventeen (17) courses and distances:

- S19°34'38"E, with the east line of said 42.562 acre tract, a distance of 876.23 feet to a 1/2-inch iron rod found with cap stamped "RPLS 1847" at the southwest corner of said 6.00 acre Adkins tract, same being the northwest corner of the remainder of a called 119.096 acre tract described in a Cash Warranty Deed to The Adkins Ranch, Ltd., of record in Document No. 199553464, Official Records of Williamson County, Texas (O.R.W.C.T.), for an angle point;
- S19°37'03"E, with the west line of said 119.096 acre tract, a distance of 456.59 feet to a 1/2-inch iron pipe found for the southeast corner of said 42.552 acre tract, same being the northeast corner of Lot 35, Logan Ranch Section 1, a subdivision of record in Cabinet E, Slide 7, P.R.W.C.T., same also being the northwest corner of Lot 34A, Resubdivision of Lot 34, Logan Ranch Section 1, a subdivision of record in Cabinet G, Slide 207, P.R.W.C.T., for an angle point;
- 3. S69°02'22"W, at a distance of 367.71 feet passing a 1/2-inch iron rod found in the concrete footing of a rock wall at the northwest corner of said Lot 35, same being the northeast corner of Lot 36B, Resubdivision of Lot 36, Logan Ranch Section 1, a subdivision of record in Cabinet E, Slide 9, P.R.W.C.T., at a distance of 735.68 feet passing a calculated point at the northwest corner of said Lot 36B, same being the northeast corner of Lot 37, of said Logan Ranch Section 1, from which point a ½-inch iron pipe found bears N31°00'04"W, a distance of 0.19 feet; at a distance of 1478.77 feet passing a calculated point for the southwest corner of said 42.552 acre tract, and the southeast corner of said 30.000 acre tract, same being in the north line of said Lot 38, Logan Ranch, Section 1, in all a total distance of 1612.06 feet to a ½-inch iron pipe found (disturbed) at the northwest corner of said Lot 38, same being the northeast corner of Lot 37, of said Logan Ranch Section 1, in all a total distance of 1612.06 feet to a ½-inch iron pipe found (disturbed) at the northwest corner of said Lot 38, same being the northeast corner of Lot 39, of said Logan Ranch Section 1, for an angle point;
- 4. S68°56'45"W, a distance of 591.94 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 39, same being the north corner of Lot 40, of said Logan Ranch Section 1; same being the southwest corner of said 30.0 acre Green Builders, Inc. tract; same also being in the east line of said 30.000 acre Green Builders, Inc. tract, for an inside ell corner of the herein described tract;
- 5. S21°07'24"E, with the east line of said 30.000 acre Green Builders, Inc. tract, and the west line of said Lot 40, a distance of 625.79 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 40, same being the northwest corner of Lot 41, of said Logan Ranch Section I, for an angle point;
- 6. S20°38'33"E, continuing with the east line of said 30.000 acre Green Builders, Inc. tract, at a distance of 237.57 feet passing a cotton spindle set for the southeast corner of said 30.000 acre Green Builders, Inc. tract, same being the northeast corner of said 19.997 acre tract, a total distance of 455.06 feet to a 1/2-inch iron rod found at the southwest corner of said Lot 41, same being the northwest corner of Lot 42, of said Logan Ranch Section 1, for an angle point;

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- 7. S20°27′23″E, with the west line of said Lot 42, passing the southeast corner of said 19.997 acre tract, same being the northeast corner of said called 10.01 acre tract, a distance of 380.06 feet to a 3/8-inch inside diameter iron pipe found at the northwest corner of Lot 43A, Resubdivision of Lot 43, Logan Ranch Section 1, a subdivision of record in Cabinet N, Slide 92, P.R.W.C.T., for an angle point;
- S20°06'22"E, with the west line of said Lot 43A, a distance of 188.35 feet to a 1/2-inch iron rod found for the southeast corner of said 10.01 acre tract, same being the northeast corner of said 30.007 acre tract, for angle point;
- 9. S22°55'29"E, passing the west common corner of said Lot 43A and Lot 43B of said Resubdivision of Lot 43, at a distance of 284.82 feet passing a 1/2-inch iron pipe found at the westerly common corner of said Lot 43B & Lot 44 of said Logan Ranch Section1, in all a total distance of 324.80 feet to a ½-inch iron rod found for an angle point;
- 10. S20°57'16"E, a distance of 339.27 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying Co. Inc.", for the southeast corner of said 30.007 acre tract, same being the most easterly corner of the remainder of said 32.383 acre tract, and the northeast corner of Lot 59, Block D, Georgetown Village Section Nine, Phases 9 &10, a subdivision of record in Document No. 2016019432, O.P.R.W.C.T., for an angle point;
- 11. S68°16'50"W, with the south line of the remainder of said 32.383 acre tract, same being the north line of said Block D, Georgetown Village Section Nine, Phases 9 & 10, at a distance of 49.22 feet passing a 1/2-inch iron rod found with "HALFF" cap at the northeasterly corner of Lot 64, of said Block D, at a distance of 104.33 feet passing a 1/2-inch iron rod found with "HALFF" cap at the northerly common corner of said Lot 64 and Lot 65, of said Block D, in all a total distance of 211.73 feet to a 1/2-inch iron rod found with "HALFF" cap in the north line of said Lot 65, for an angle point;
- 12. S86°35′33″W, continuing with the south line of the remainder of said 32.383 acre tract and the north line of said Block D, a distance of 560.09 feet to a 1/2-inch iron rod found with "HALFF" cap for the northwest corner of Lot 72, of said Block D, Georgetown Village Section Nine, Phases 9 & 10; same being the northeast corner of a remainder of said 129.527 acre tract, for an angle point;
- 13. N83°58'39"W, continuing with the south line of the remainder of said 32.383 acre tract and the northerly line of the remainder of said 129.527 acre tract, a distance of 191.85 feet to a ½-inch iron rod found with "HALFF" cap at a point of curvature of a curve to the right, same being in the proposed easterly right-of-way line of Rosedale Lane;
- 14. 462.08 feet along the arc of said curve to the right, with a radius of 2,500.00 feet, a central angle of 10°35′24″, and whose chord bears S06°26′09″W, a distance of 461.42 feet to an "X" set on sidewalk for the point of curvature of a curve to the left;
- 15. 10.82 feet along the arc of said curve to the left, with a radius of 10.00 feet, a central angle of 62°00'00", and whose chord bears S17°47'09"E, a distance of 10.30 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the point of curvature of a curve to the right;
- 16. 41.79 feet along the arc of said curve to the right, with a radius of 73.00 feet, a central angle of 32°48′07″, and whose chord bears S33°17′14″E, a distance of 41.22 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the point of curvature of a curve to the left; and
- 17. 10.82 feet along the arc of said curve to the left, with a radius of 10.00 feet, a central angle of 62°00'00", and whose chord bears S45°47'09"E, a distance of 10.30 feet to the **POINT OF BEGINNING** and containing 144.79 acres of land, more or less, within these metes and bounds.

County:WilliamsonProject:Shell Road PUD Boundary-SouthHalff AVO:32312.005

Page 5 of 5 April 9, 2019

#### NOTES:

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00012. Units: U.S. Survey Feet.

There are easements and other matters of record that affect these tracts that are not shown hereon.

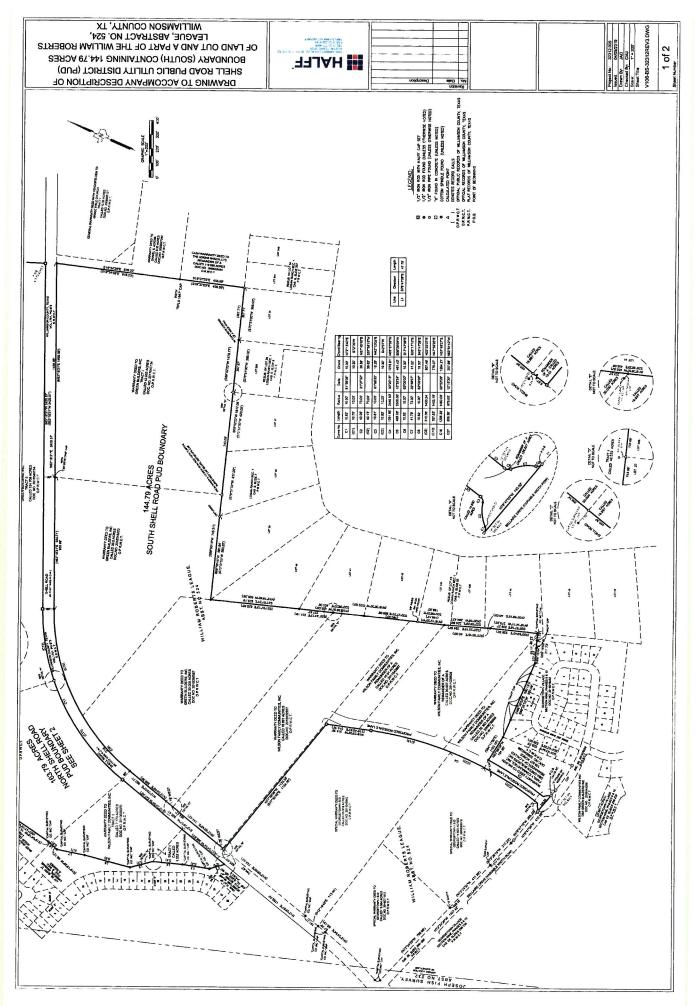
There are improvements on these tracts that are not shown hereon.

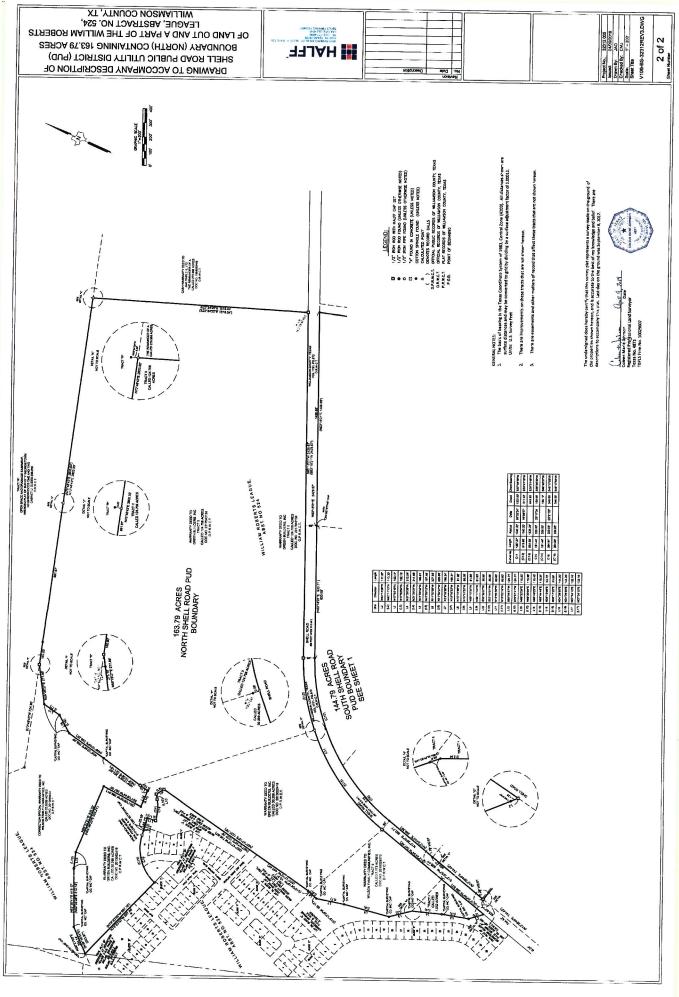
I, Coleen M. Johnson, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision. There is a plat to accompany this description. Last day on the ground was September 8, 2017.

Date



Coleen M. Johnson, R.P.L.S. Registered Professional Land Surveyor Texas Registration No. 4871 Halff Associates, Inc., TBPLS Firm No. 10029607 9500 Amberglen Blvd., Bldg. F, Suite 125 Austin, Texas 78729 512-777-4600





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### City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

**Public Hearing** and possible action to approve a Resolution of the City of Georgetown, Texas, **consenting** to the **creation** of the **Shell Road Municipal Utility District** consisting of **317.08 acres** (+/-) being out of and a portion of the William Roberts League, Abstract No. 524, located in Williamson County and generally located along Shell Road, north of intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the city limits -- Seth Gipson, Management Analyst

#### ITEM SUMMARY:

City Council is being asked to hold a public hearing and take action on a Resolution consenting to the creation of Shell Road Municipal Utility District containing approximately 317.08 acres of land. An exhibit to the Consent Agreement is a Parkland Improvements Agreement, which provides specifications and processes for the construction and approval of parkland improvements to be made on 26 acres of public parkland as explained below. Council was provided an overview of the proposed items of this MUD on March 12th and directed staff to complete negotiations and return with a consent agreement for its consideration. Council is being asked at this time to consider approval of a Resolution consenting to the creation of the Shell Road Municipal Utilities District.

Green Builders, Inc. currently owns approximately 317 acres of located on Shell Road between Bellaire Drive and Shell Spur Road. The property is currently located within the city limits of Georgetown. The property owner is processing a Planned Unit Development (PUD) application concurrently with its MUD request.

Green Builders intends to develop the property as a mixed-use development shown on the attached Concept Plan. The developer proposes approximately 1,513 residential units along with 13.1 acres of commercial/retail/office development, 26 acres of public parkland, two amenity centers, an internal trail with the ability to connect with a future trail to West Side Park, and additional open space. The property will be served by an existing fire station and the developer has sold land to Georgetown ISD for an existing elementary school and future middle school. The residential portion of the development will include a mix of housing including up to 1,047 single-family homes, 246 town homes, and 220 multi-family units. This mix of uses is consistent with the City's Future Land use Plan.

## In consideration of the creation of the District, Green Builders is supportive of the following public improvements and/or contributions:

1. Contribute \$2,500,000 toward the expansion and construction of Shell Road along with dedicating the necessary rightof-way for the expansion within the district boundaries consistent with the City's Overall Transportation Plan (OTP).

2. Dedicate 26 acres of parkland that will be spread across the project and serve the planned residential neighborhood located on the North and South sides of Shell Road.

3. Fully fund the design and construction of a trailhead parking lot containing a minimum of 15 parking space, including 2 designated handicapped parking spaces and a 10' wide concrete trail approximately 4,700 linear feet along Berry Creek connecting the trailhead parking lot to the Northern amenity center, and will provide an opportunity to connect to the City's proposed Westside Park; and

4. Develop (2) three-acre public neighborhood parks and will provide \$500,00 in public park improvements (\$250,000 per park) including playgrounds and other recreational features.

#### In addition, Green Builders has agreed to the following enhanced development standards.

1. Fully fund the design and construction of two private amenity centers that will contain a clubhouse, pool and other recreational amenities, with a minimum investment of \$1,000,000 per amenity center;

2. Per the proposed PUD, residential development shall be subject to enhanced architectural features over and above City requirements, including exterior finishes having 85% masonry finishes of brick, stone, and/or stucco (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, trim work). All walls must include material and design characteristics consistent with those on the front. Lesser quality materials or details for side and rear walls are prohibited;

3. Per the proposed PUD, non-residential development shall be subject to enhanced architectural features over and above City requirements and shall have exterior finishes constructed of 100% brick, stone, or stucco (exclusive of roods, eaves, soffits, windows, doors, gables and framework);

4. Design and construct private trails throughout the development and provide pedestrian connectivity to the public parks;

- 5. Design and fund enhanced landscaping along the portion of Shell Road within the district; and
- 6. Fund the cost of all City legal fees incurred by the City in the creation of the District.

#### Conditions Precedent to Consent to Creation of Berry Creek Highlands Municipal Utility District

The Developer must satisfy several conditions precedent in order for the Consent Agreement to become effective as follows:

- <u>Reimbursement of City Expenses</u>. Pay the City's consultant and legal fees associated with the processing of the Shell Road MUD per invoices sent by the City to the Developer on or before May 1, 2019, on or before May 14, 2019, and any remaining or additional amounts prior to the Consent Agreement becoming effective;
- Execution of the Parkland Improvements Agreement ("PIA"). The Developer must execute the PIA on or before the Closing Date.
- <u>Approval of Planned Unit Development (PUD) Zoning</u>. The PUD ordinance pertaining to the land must be approved by City Council within thirty (30) days of the execution of this agreement.

#### FINANCIAL IMPACT:

Proposed Financial Terms (based on estimated assessed values)

- Bonds to be Issued (Maximum Amount) \$39,500,000
- Bond Maturity (Maximum) 25 years from date of issuance
- Bond Issuance Period (from first to last bonds issued) 10 years
- District Only Tax Rate (Maximum) \$0.55/\$100 assessed valuation
- City Tax Rate (FY19) \$0.42
- Total Maximum Tax Rate, City and District (based on FY19) \$0.97

The District may issue bonds to finance: Water, Wastewater, Storm Drainage, Roads, Recreational Facilities and Refunding Bonds.

#### SUBMITTED BY:

Seth Gipson, Management Analyst

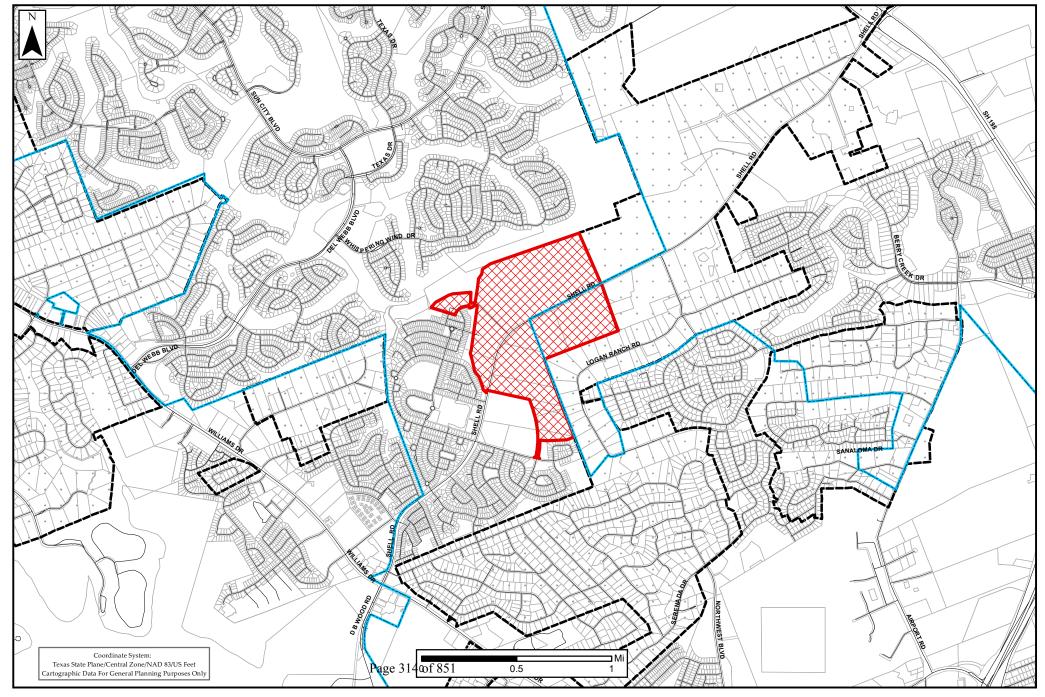
ATTACHMENTS:

- Att 1 Location Map Shell Road MUD
- Att 2 Future Land Use Plan Shell Road MUD
- Att 3 Concept Plan Shell Road MUD
- Att 4 Resolution/Consent Agreement and Exhibits
- Att 5 Shell Road MUD Presentation



# Location Map Shell Rd MUD Location

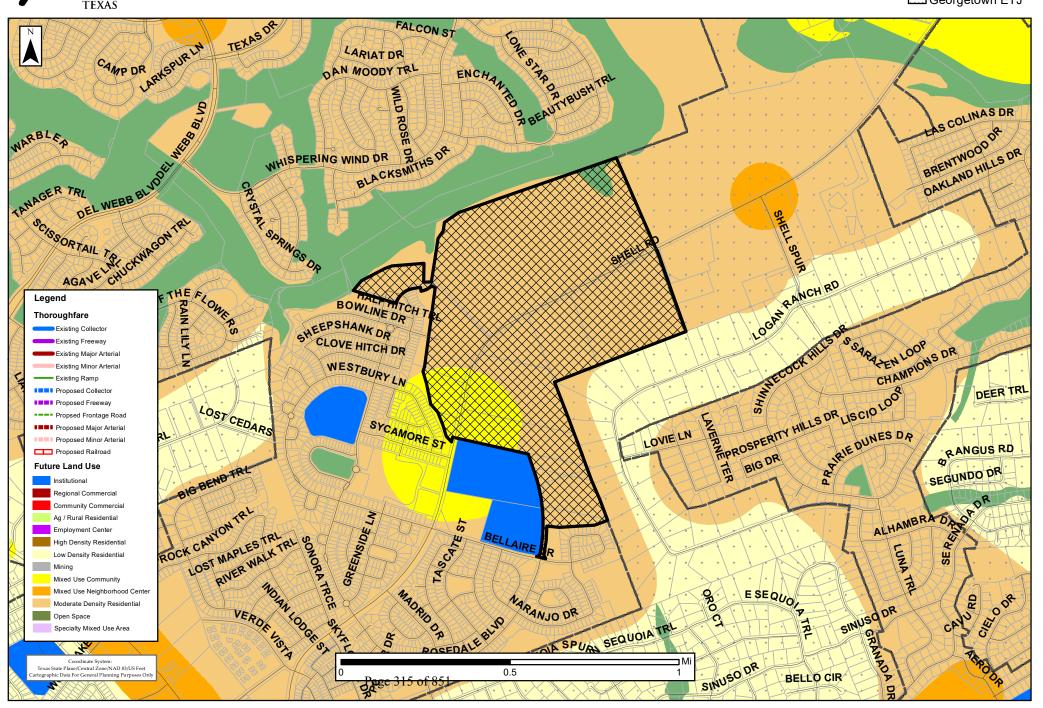
Legend Site Parcels City Limits Georgetown ETJ Georgetown Electric CCN

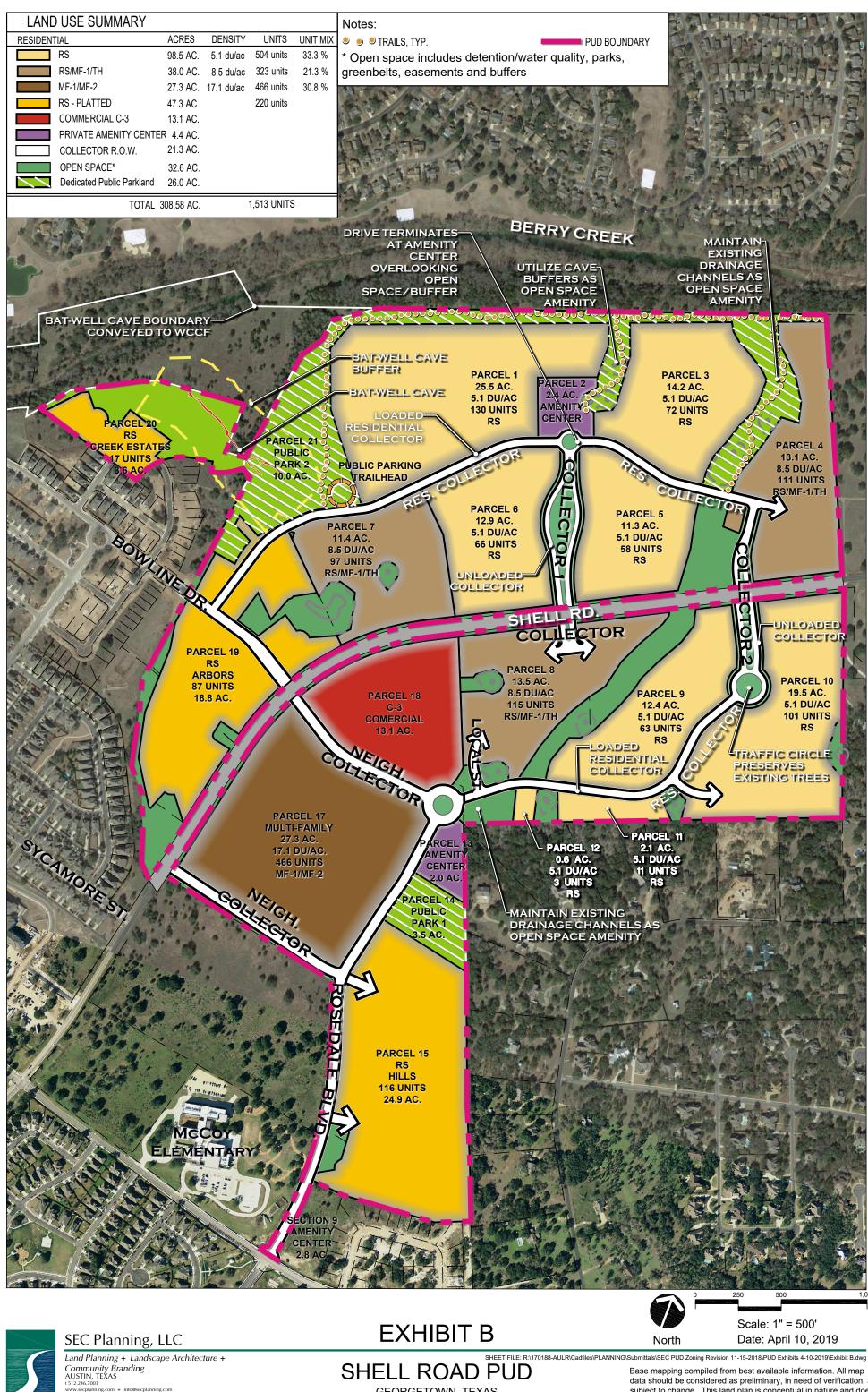




# Future Land Use / Overall Transportation Plan Shell Rd MUD Location

Legend
🖾 Site
Parcels
L_City Limits
Georgetown ETJ





ecplanning.com + info@secplanning.com

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data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

#### RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, CONDITIONALLY CONSENTING TO CREATION OF A MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 317.08 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ALONG SHELL ROAD, NORTH OF THE INTERSECTION OF BELLAIRE DRIVE AND EXTENDING EAST AND WEST OF SHELL ROAD TO THE TERMINUS OF THE CITY IN GEORGETOWN, TEXAS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN A "CONSENT AGREEMENT" BETWEEN THE CITY AND THE **OWNER:** APPROVING RELATED PARKLAND Α **IMPROVEMENTS** AGREEMENT; MAKING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Green Builders, Inc. ("<u>Owner</u>") is the owner of that certain property consisting of approximately 317.08 acres, more or less, generally located along Shell Road, north of the intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the City in Georgetown, Texas, which is more particularly described by metes and bounds and surveyors sketch attached as Exhibit A to the Consent Agreement attached to this Resolution as <u>Attachment 1 (the "Land</u>").

WHEREAS, on or about May 3, 2018 Owner filed a Letter of Intent and Petition for Annexation of a 262.011 Acre Tract of Land in Williamson County, Texas

WHEREAS, the Land was annexed into the city limits of the City of the Georgetown, Texas via Ordinance No. 2019-19 adopted by the City Council of the City of Georgetown, Texas on March 26, 2019.

WHEREAS, on or about February 7, 2019 Owner also filed a Petition for Consent to Creation of a Municipal Utility District requesting the consent of the City Council of the City of Georgetown, Texas to the creation of a municipal utility district on the Land.

WHEREAS, Owner and the City have agreed to the creation of one (1) "in-city" or "city service" municipal utility district pursuant to Section 54.016 of the Texas Water Code, subject to the terms and conditions of the Consent Agreement attached hereto as <u>Attachment 1</u>.

WHEREAS, the City and Owner have also entered into that certain Parkland Improvements Agreement ("<u>PIA</u>") which is attached to <u>Attachment 1</u> as Exhibit F

{00010536 / v / / CM / MUDS / 05/01/2019}Resolution No.

Shell Road MUD (or WCMUD No. \_\_\_\_)

Conditional Approval of Creation Per Terms of Consent Agreement and Parkland Improvements Agreement Page 1 of 3

pertaining to Parkland Improvements (defined in the PIA) to be constructed on the Parkland (defined in the PIA) on the Land, which agreement is additional consideration for the City's consent to creation of a municipal utility district on the Land.

WHEREAS, the City and Owner have also reached agreement regarding certain utility and transportation matters pertaining to, among other things, the financial contribution to, and/or construction of, certain utility and transportation public improvements and the provision of city services to the Land as additional consideration for the City's consent to creation of a municipal utility district on the Land

WHEREAS, the City Council held a public hearing on May 14, 2019 on Consent Agreement, including the PIA attached thereto.

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

- 1. The City Council hereby finds that the foregoing recitals are true and correct and the recitals are hereby incorporated into this Resolution by reference for all purposes as set forth in full.
- 2. The City Council hereby approves the Consent Agreement attached hereto as <u>Attachment 1</u>, including the PIA attached thereto as Exhibit K.
- 3. The City Council hereby grants its conditional consent to creation of a municipal utility district on the Land, as those conditions are set forth in the Consent Agreement attached hereto as <u>Attachment 1</u>.
- 4. The Mayor is authorized to sign this Resolution, the Consent Agreement attached hereto as <u>Attachment 1</u>, and the PIA attached to <u>Attachment 1</u> as Exhibit F, and the City Secretary is authorized to attest.
- 5. This Resolution shall be effective immediately upon its adoption.

#### Attachment List:

Attachment 1 - Consent Agreement

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore City Secretary Dale Ross Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

## **CONSENT AGREEMENT**

#### **BY AND AMONG:**

#### THE CITY OF GEORGETOWN TEXAS

#### AND

#### **GREEN BUILDERS, INC.**

#### AND

### SHELL ROAD MUNICIPAL UTILITY DISTRICT

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{00010473 / v18 / / CM / MUDS / 03/19/2019} Consent Agreement - Shell Road MUD (Shell Road Subdivision) TM 106004 i

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#### CONSENT AGREEMENT

#### THE STATE OF TEXAS § S COUNTY OF WILLIAMSON §

This Consent Agreement ("<u>Agreement</u>") is entered into by and between the **City of Georgetown, Texas,** a home-rule city located in Williamson County, Texas ("<u>City</u>"), **Green Builders, Inc., a Texas corporation** ("<u>Developer</u>"); and, upon its creation, Shell Road **Shell Road Municipal Utility District**, a district to be created under Chapters 49 and 54 of the Texas Water Code (the "<u>District</u>") (each a "Party" and collectively the "Parties") acting by and through their respective authorized representatives.

#### RECITALS

**WHEREAS**, Developer owns or is under contract to purchase that certain property consisting of approximately 317.08 acres, more or less, as more particularly described by metes and bounds and surveyor's sketch attached hereto as *Exhibit A* (the "*Land*").

**WHEREAS**, on or about February 7, 2019, Developer filed a Letter of Intent and Petition for Annexation of a portion of the Land in Williamson County, Texas, and the Land was annexed into the city limits of the City of the Georgetown, Texas via Ordinance No. 2019-19 adopted by the City Council of the City of Georgetown, Texas on March 26, 2019.

**WHEREAS**, on or about February 7, 2019 Developer filed a Petition for Consent to Creation of a Municipal Utility District requesting the consent of the City Council of the City of Georgetown, Texas to the creation of a municipal utility district on the Land.

**WHEREAS**, Developer and the City have agreed to the creation of one (1) "in-city" or "city service" municipal utility district pursuant to Section 54.016 of the Texas Water Code, subject to the terms and conditions of this Agreement.

**WHEREAS**, the City and Developer have also entered into that certain Parkland Improvements Agreement dated to be effective on even date herewith pertaining to Parkland Improvements to be constructed on the Parkland on the Land, which agreement is additional consideration for the City's consent to creation of a municipal utility district on the Land.

WHERERAS, the City and Developer have also reached agreement regarding certain utility matters pertaining to, among other things, the financial contribution to, or construction of, water and wastewater improvements and the provision of other public utility services to the Land as additional consideration for the City's consent to creation of a municipal utility district on the Land

**WHEREAS**, the City has determined that, pursuant to the terms of this Agreement, the City will benefit from: (i) the quality of the development that will result on the Land; (ii) the creation of the District to finance the water, wastewater, drainage, and roadway systems, park and recreational facilities, and other improvements authorized in the Parkland Improvements Agreement (defined herein) for the District; (iii) and the extension of the City's wastewater and transportation network. The Developer has determined that, pursuant to the terms of this

Agreement, it will benefit from: (i) the certainty and assurance of the development regulations applicable to the development of the Land in accordance with the Parkland Improvements Agreement; (ii) the commitment for City utility services to the Land in accordance with this Agreement; and (iii) the ability to obtain the financial commitments that are necessary for a development of this scope to become competitive in the marketplace.

**NOW, THEREFORE**, in consideration of the forgoing recitals and mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the City, Developer, and Parties agree as follows:

## ARTICLE I DEFINITIONS

**1.01 Definitions**. In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement have the meanings set out below:

*Agreement*: means this "*Consent Agreement*" between the City, Developer, and the District, together with all exhibits listed below and attached to this Agreement.

Approved Plans: means the design and construction plans and specifications for the Off-Site Public Improvements, On-Site Wastewater Improvements (defined herein); On-Site Water Improvements; Internal Facilities; Trailhead Parking Lot; Parkland Improvements; Parkland Trail; Shell Road Expansion, all improvements or facilities to be transferred by Developer to the City or to TxDOT for ownership, operation and maintenance under this Agreement; and if required, the design and construction plans and specifications listed above, shall be prepared by a registered professional engineer licensed to practice in the State of Texas retained by Developer to prepare the design drawings and construction plans for same, as those documents are approved by the City and/or TxDOT in their regulatory capacity.

*Assignee*: means a successor-in-interest to Developer, as permitted under Section 16.02 of this Agreement.

*Bond*: means (i) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportional interest in payments, due to be paid by the District (defined herein) or (ii) any other type of obligation that (a) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriations, and (b) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds but shall not include reimbursement agreements entered between the District and Developer, or bond anticipation notes.

*Bond Limit Amount*: means the maximum amount of Bonds, excluding refunding Bonds, which can be issued by the District pursuant to Section 5.04 of this Agreement.

*City*: means the City of Georgetown, Texas, a home rule city located in Williamson County, Texas.

*City Attorney*: means the City Attorney for the City.

*City Council*: means the City Council of the City.

*City Objection*: means an objection by the City to a Bond issue as defined in Section 5.10 of this Agreement.

*City Secretary*: means the City Secretary of the City.

*Concept Plan:* means the Concept Plan prepared by SEC Planning LLC, dated February 7, 2019, attached hereto as *Exhibit B*.

*Connection*: means a connection to the On-Site Water Improvements or to the On-Site Wastewater Improvements on the Land, the cumulative number of which shall not exceed the Connection Limit. For the purposes of this Agreement, the physical connection into the On-Site Water Improvements that corresponds to the number of water service connections with a 5/8" or <sup>3</sup>/4" meter (as allowed by the Governing Regulations) shall represent one (1) Connection. For the purposes of this Agreement, the physical sewer connections with a 5/8" or <sup>3</sup>/4" meter (as allowed by the Governing Regulations) shall represent one (1) Connection. For the purposes of this Agreement, the physical sewer connections with a 5/8" or <sup>3</sup>/4" meter (as allowed by the Governing Regulations) shall also represent one (1) Connection. The number of Connections represented by water meters larger than 5/8" or <sup>3</sup>/4" in size (as allowed by the Governing Regulations) shall be the same as the number of water "Service Units" calculated using the City's meter equivalency standards set forth in Section 13.32.050 of Georgetown's Code of Ordinances, as that ordinance may be amended from time to time by the City Council.

*Connection Limit*: means the maximum number of Connections on the Land, which shall not exceed ONE THOUSAND FIVE HUNDRED EIGHTY-THREE (1,583) Connections (defined herein) for water services and ONE THOUSAND FIVE HUNDRED EIGHTY-THREE (1,583) Connections (defined herein) for wastewater services.

*Developer's Shell Road Expansion Contribution*: means TWO MILLION FIVE HUNDRED U.S. DOLLARS (\$2,500,000) to be paid to the City pursuant to Section 12.02 of this Agreement.

*Developer's Park Fees*: means five hundred thousand U.S. DOLLARS (\$500,000), which is the amount that Developer must expend towards construction of the Parkland Improvements within the two three-acre neighborhood parks on the Land. The term does not include park dedication/development fees for multi-family development or design or other non-construction costs, expenses, or fees.

*District*: means the Shell Road Municipal Utility District (or some other named municipal utility district) to be created over the Land (defined herein), with the City's consent but subject to the terms and conditions of this Agreement and the Parkland Improvements Agreement.

District's Board: means the Board of Directors of the District.

*District Creation Date*: means the date of the order issued by the Texas Commission on Environmental Quality, or the effective date of any legislation, creating the District.

*District Creation Deadline*: means the date that is twenty-four (24) months after the City/Developer Effective Date.

*Dwelling Unit*: means a building or portion thereof that includes sleeping, cooking, eating, and sanitation facilities, designed and used for residential occupancy by a single household. Dwelling units do not include overnight accommodations.

*Easement Documentation:* means and includes all of the following documents: a draft form of easement; legal description (metes and bounds or platted lot) of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; a map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; a draft title commitment conforming to the provisions of Section 13.03 of this Agreement; and drafts of all documents required by the title company and the City that are necessary to convey an easement to the City free of liens and encumbrances.

*Effective Date*: means as to the city and the Developer the date that the last of the conditions precedent set forth in Article II of this Agreement has been performed by Developer, and this Agreement has been signed by duly authorized representatives of the City and Developer (the "City/Developer Effective Date"); and means, as to the District, the date that this Agreement is approved by the District's Board of Directors.

*Finance Director*: means the City's Director of Finance, or such other person designated by the City Manager.

*Governing Regulations:* means, collectively, the following laws and regulations pertaining to development of the Land:

- (1) this Agreement and the Exhibits to this Agreement;
- (2) the Approved Plans;
- (3) the PUD Ordinance;
- (4) the City's Construction Specifications and Standards Manual, including amendments that may be approved from time to time by the City;
- (5) the City's Development Manual (including, without limitation, the fee schedule), including amendments that may be approved from time to time by the City;
- (6) the City's Drainage Criteria Manual, including amendments that may be approved from time to time by the City;

- (7) the City's Traffic Calming Standards, including amendments that may be approved from time to time by the City;
- (8) the City's Unified Development Code, except as modified by this Agreement or the PUD Ordinance;
- (9) the agreement(s) to be entered by and between Developer and TxDOT (defined herein) pertaining to the design and construction of the Shell Road Expansion or other roadway if any;
- (10) all federal, state, and local laws, rules, regulations, standards, manuals, specifications, policies, and any other requirements of any governmental entity having jurisdiction over the Land;
- (11) ordinances that the City is required to adopt from time to time by state or federal law, including amendments that may be adopted from time to time by the City;
- (12) all national and international residential and commercial building codes adopted by the City, (*e.g.*, electric codes, building codes, plumbing codes, mechanical codes, energy conservation codes and fire codes), including changes and local amendments thereto that may be adopted from time to time by the City;
- (13) all orders, standards, ordinances, rules, regulations, and specifications of the TCEQ, the City, and any other entity having jurisdiction over the improvements and facilities described in the Parkland Improvements Agreement (herein defined); and
- (14) all federal, state and local agreements, rules, regulations, standards, specifications, plans, policies, manuals, studies, reports, guidelines, administrative decisions, and other requirements of TxDOT the Federal Highway Administration, or the City pertaining to the design and construction of Shell Road Expansion (including but not limited to the signalization thereof and "warrant studies,") and to access to and from the Land that are necessary or required to develop the Land in accordance with the PUD Ordinance.

*Impact Fees:* means the fees adopted by the City Council in accordance with Chapter 395, Texas Local Government Code, as the same may be revised from time to time by the City Council.

*Internal Facilities:* means the internal water and wastewater subdivision infrastructure to be constructed by or on behalf of Developer and the District and dedicated to the City for providing retail water and wastewater service to Connections within the Land.

*Internal Trails*: means any trails to be constructed by or on behalf of the Developer or the District that are located on the Land and outside of any public right-of-way and the Parkland and which are to be owned and maintained by a POA.

*Land*: means the 317.08 acres of land located in the City limits of the City of Georgetown, Texas as more specifically described by metes and bounds and surveyor's sketch on *Exhibit A.* 

*Letter of Acceptance*: means written confirmation from an authorized representative of the City accepting an On-Site Water Improvement, On-Site Wastewater Improvement, Parkland Improvements, Off-Site Public Improvement, or any other infrastructure to be conveyed to the City for ownership, operation, and maintenance by the City.

*Notice*: means notice as described in Section 17.02 of this Agreement.

*Off-Site Public Improvements:* means any Off-site Water or Wastewater improvements required for water or wastewater service pursuant to Sections 8.02 and 9.01 of this Agreement.

*Off-Site Wastewater Improvements:* means and includes the wastewater system facilities necessary to connect the Land to the City's existing or proposed wastewater interceptors including the Sun City, Pecan Branch or Berry Creek interceptor as determined by the City during final design.

*Off-Site Water Improvements:* means the Shell Road Waterline.

*On-Site Wastewater Improvements:* means and includes the wastewater system facilities necessary for the City to provide retail wastewater collection and treatment service to Connections on the Land in accordance with the Governing Regulations, including but not limited to all piping, and manholes located within designated easements or rights-of-way up to the point of service entry by a single customer.

*On-Site Water Improvements:* means and includes the water system facilities necessary for the City to provide retail potable water service to Connections on the Land in accordance with the Governing Regulations, including but not limited to all piping, valves, and hydrants within designated easements or rights of way up to the customer side of the meter.

*Parkland Improvements Agreement:* means the Parkland Improvements Agreement attached hereto as *Exhibit E* and incorporated herein by reference as if set forth in full.

*Parkland Improvements Completion Deadline*: shall have the meaning assigned by Section 4.2 of the Parkland Improvements Agreement.

*Parkland Improvements*: means, at a minimum, the improvements to be constructed by the Developer within the two three-acre public neighborhood parks to be located on the north and south side of Shell Road with equal levels of service to be known as the North Park and South Park including but not limited to playgrounds and other recreational features. The term does not include the Trailhead Parking Lot.

*Parkland Trail*: means a ten foot (10') wide concrete hike and bike trail approximately 4,700 linear feet, designed to be stubbed at the edge of the District's eastern most boundary to provide opportunity to connect to the District with the City's proposed West Side Park. The Parkland Trail will also connect the neighborhood parks through private and public open space along the Trailhead Parking Lot to be constructed by Developer, in the location generally shown on the Concept Plan and the Park and Openspace Summary attached hereto as *Exhibit D* and designed in accordance with the Parkland Trail Design Standards attached hereto as *Exhibit D-1*.

*Parkland*: means the twenty-six (26) acres of the Land to be dedicated and conveyed to the City spread across the District to serve the Neighborhood Parks located on the north and south sides of Shell Road and for trails, the approximate location of which is shown on the Concept Plan and the Park and Openspace Summary attached hereto as *Exhibit D*.

*Parties*: means, collectively, the City, the Developer, and the District, and their respective successors and Assignees permitted by this Agreement.

*Party*: means, individually, the City, the Developer, or the District, and their successors and Assignees permitted by this Agreement.

*Private Amenity Centers:* means two (2) private amenity centers to be constructed by District of which each will contain a clubhouse and pool for residents of the District to use, with one amenity center located on the northern side of Shell Road to be known as the North Amenity Center and one amenity center located on the southern side of Shell Road known as the South Amenity Center which to be owned and maintained by a community Property Owners Association, the location of which is approximately shown on the Concept Plan and more particularly described in Section 11.04 of this Agreement.

*Property Owners Association, or POA:* means a property owners association formed and operating under the laws of the State of Texas and authorized to perform the duties described in this Agreement.

*PUD Ordinance:* means the City Council-approved planned unit development (PUD) zoning ordinance No. 2019-32 pertaining to the Land, as the same may be amended from time to time by the City Council.

*Required Easements:* means, collectively, but without limitations, the temporary construction and access easements, and the permanent utility and access easements, necessary for installing, placing, constructing, operating, using, maintaining, repairing, modifying, upgrading, rebuilding, monitoring, inspecting, replacing, making connections with, removing, relocating, decommissioning and/or accessing the Shell Road Expansion Project, the Shell Road Waterline, Internal Facilities, Off-site Public Improvements, and all related appurtenances.

*Shell Road Expansion:* means the construction and paving of two (2) additional lanes of that portion of Shell Road which bisects the District, including required turning lanes, and traffic signalization to be designed and constructed by the City.

*Shell Road Waterline:* means the extension of an existing 16" waterline, generally located on the west side of Shell Road, from its current terminus adjacent to the existing Georgetown Village, continuing generally north along the west side of Shell Road to the eastern boundary of the Land.

*TCEQ*: means the Texas Commission on Environmental Quality, or its successor state agency having jurisdiction over municipal utility districts.

*Trailhead Parking Lot:* means a public parking lot to be constructed by Developer in accordance with the Governing Regulations and this Agreement in the approximate location shown on the Concept Plan and having access to it from Shell Road and having a minimum of fifteen (15) parking spaces, including two (2) spaces that are handicap accessible.

*TxDOT:* means the Texas Department of Transportation.

*UDC*: means the City's Unified Development Code, as the same may be amended from time to time by the City Council.

*Westside Park*: means the public parkland owned by the City, in the approximate locations shown on the Concept Plan.

## ARTICLE II CONDITIONS PRECEDENT

**2.01 Reimbursement of City Expenses.** As additional consideration for this Agreement, Developer shall pay City's staff and outside consultant and legal fees and expenses associated with negotiation and preparation of this Agreement, which amounts for all invoices sent by the City to the Developer on or before May 1, 2019 must be received by the City on or before May 14, 2019, and all remaining or additional amounts must be received by the City within thirty (30) days of the execution of this Agreement. Payment by check to the City must be remitted to the City Manager at the address for Notice provided in this Agreement. Developer shall request wiring instructions from the City Manager prior to remitting payment by bank wire.

**2.02** Execution of the Parkland Improvements Agreement. As a condition precedent to the effectiveness of this Agreement, Developer's authorized representative shall execute the Parkland Improvements Agreement within thirty (30) days of the execution of this Agreement, which shall be recorded as a stand-alone document and as an attachment to this Consent Agreement in the Official Public Records of Williamson County, Texas.

**2.03** Approval of Planned Unit Development Zoning. As a condition precedent to the effectiveness of this Agreement, the PUD Ordinance pertaining to the Land must be approved by City Council within thirty (30) days of the execution of this Agreement.

**2.04** Effect of Failure to Perform Conditions Precedent. This Agreement shall be void *ab initio* and shall have no force or effect if any one or more of the conditions precedent described in Sections 2.01 through 2.03 of this Agreement are not fully performed on or before the dates such performances are required by this Agreement.

#### ARTICLE III DISTRICT CREATION

**3.01** Execution of this Agreement. At its organizational meeting, the District's Board must approve this Agreement and the Parkland Improvements Agreement, cause this Agreement and the Parkland Improvements Agreement to be signed by a duly authorized representative of the District's Board, and return a fully executed, certified copy of this Agreement to the City Attorney within thirty (30) days after the date of the District's Board meeting.

**3.02** Organizational Meeting. The organizational meeting of the District Board must be held within ninety (90) days after the District Creation Date.

**3.03** Limit on Authority. Prior to the time that this Agreement and the Parkland Improvements Agreement are executed by the District and returned to the City Attorney, (a) the District shall not issue Bonds and shall be prohibited from taking any affirmative act to issue Bonds, and (b) Developer shall enter into any agreements with the District or seek reimbursement from the District for development of the Land.

**3.04** Effect of Failure to Timely Execute and Return Documents. This Agreement shall be void and shall have no further force or effect if this Agreement and the Parkland Improvements Agreement are not executed by the District in the timeframe specified in Section 3.01 of this Agreement and returned to the City Attorney within the timeframe required by Section 3.01 of this Agreement.

## 3.05 Withdrawal of Consent.

(a) The City's consent to the creation of the District shall be deemed withdrawn if:

- (1) An order approving creation of the District is not issued by the TCEQ, or bill passed by the Texas Legislation approving creation of the District, on or before the Creation Deadline, unless the creation petition is protested at the TCEQ or by litigation, in which case the Creation Deadline will be extended for an additional twelve (12) months or the duration of the administrative or legal proceedings, whichever is longer; or
- (2) The District has not held a confirmation election within one (1) year from the District Creation Date.

## **3.06** Required Submittals to the City.

(a) Developer shall submit to the City a satisfactory review of Developer's financial position, certified by a third-party financial analyst approved by City, within thirty (30) days after the City/Developer Effective Date of this Agreement. The City shall have ten (10) business days to review and comment on the financial information and to request additional information.

(b) At least ten (10) days before the submission of the District creation application to the TCEQ, Developer agree to submit to the City (1) a draft of application and all supporting documents, including evidence that the land to be included in the District is coterminous with the Land; and (2) the names, addresses, and a summary of qualifications for each individual designated as a proposed initial director of the District. The City shall have those ten (10) days to review and comment on the draft application and to request additional information about the application, including, without limitation, each individual designated as a proposed initial director of the District.

**3.07** No Other Districts or Jurisdiction. In furtherance of the purposes of this Agreement, the District, and the Developer, on behalf of themselves and their respective successors and Assignees, covenant and agree that, except upon written consent of the City evidenced by a resolution passed and approved by the City Council, neither the District, nor the Developer shall initiate, seek, petition, sign, support, join in, associate with, consent to, or direct to be signed any petition or request seeking the creation of any other special taxing or assessment jurisdiction over the Land, other than with the City.

**3.08** Limit on Exercise of Eminent Domain Powers. Except as otherwise approved by the City as evidenced by a resolution or ordinance passed and approved by the City Council, the District shall not be authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except when necessary to construct the facilities and improvements required to be constructed under the Agreement or the Parkland Improvements Agreement.

**3.09** Interlocal Agreements. Subject to Sections 3.11 and 3.12 of this Agreement, the District is authorized to enter into interlocal agreements with other local governments and the City for purposes permitted by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; Section 552.014 of the Texas Local Government Code; and this Agreement. All interlocal agreements between the District and one or more of the governmental entities must be submitted to the Planning Director and the Utility Director and shall be subject to their review and approval prior to execution. The Planning Director and the Utility Director will timely review all interlocal agreements submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within forty-five (45) days of receipt. Notwithstanding the foregoing, no approval from the City shall be applicable to interlocal agreements entered by the District for administrative functions, including for tax collection, for appraisal services, for election services and similar matters.

**3.10** Other Contracts. The District shall not, without the prior approvals of the Planning Director and the Utility Director, enter into any service contracts (other than professional service contracts or contracts that will not bind the City upon dissolution of the District) with terms that (a) would require the payment of termination fee for their termination; or (b) are not unilaterally terminable upon sixty (60) days' notice or less. The Planning Director and the Utility Director shall timely review all contracts submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within forty-five (45) days of receipt.

**3.11 District Property**. The District shall not sell, convey, lease, mortgage, transfer, assign or otherwise alienate any of its water, reclaimed water, wastewater, or drainage improvements, or other District property, including any improvements or property deemed to be surplus, to any third party other than the City without the prior approval of the Utility Director. The foregoing prohibition shall not apply to the District's disposal or replacement of equipment or material which has passed its useful life or the grant of easements necessary for the development of the Land, for which no approval shall be required. The foregoing prohibition shall also not apply to the conveyance in accordance with the terms and conditions of the Parkland Improvements Agreement of any water quality, irrigation, greenbelt, landscaping and other District improvements to a property owners association prior to dissolution of the District.

**3.12 District Election; Temporary Residency**. Subject to the terms and conditions of this Section, the City agrees that one or more individuals may establish residency within the Land for the sole purposes of qualifying for Director of the District and voting in the initial District confirmation, bond and tax elections, provided that all of the following conditions are met: (x) only one (1) temporary residency shall be allowed; (y) the temporary residency must be a HUD-certified manufactured home; and (z) a temporary use permit must be obtained from the City prior to construction or installation of the temporary residency. In connection therewith, the City agrees that for purposes of establishing and maintaining temporary residency only, and provided that the foregoing conditions are met, conveyance by metes and bounds or otherwise of any portion of the Land will not be subject to the City's subdivision platting requirements. Above ground septic service is allowed temporarily subject to approval and permitting requirements of Williamson County or any other entity having jurisdiction over septic tanks.

# ARTICLE IV

# ANNEXATION

**4.01 Prior Annexation by the City**. The Parties acknowledge and agree that as of the City/Developer Effective Date, the Land lies wholly within the corporate limits of the City.

## 4.02 Annexation by the District.

- (a) Any petition or request for annexation of additional land into the District shall be:
- (1) Made in writing and submitted to the City Secretary, with a required copy to the City's Planning Director; and
- (2) Compliant with all applicable TCEQ statutes and rules and this Agreement; and
- (3) Accompanied by:
  - i. a properly executed application and fees relating to amendment of this Agreement and the Parkland Improvements Agreement;
  - ii. a concept plan for the land proposed to be annexed into the District, and

- iii. a Traffic Impact Analysis (TIA) for the land proposed to be annexed into the District, if a TIA would be otherwise be required by the UDC for the Land and prepared in accordance with Section 12.05.030(B) (F) of the UDC.
- (b) In addition, the District shall not annex any additional land into its boundaries without prior written consent of the City evidenced by a resolution or ordinance passed and approved by the City Council.
- (c) Nothing in this Agreement shall be construed as granting the City's consent to the annexation of any additional land into the District, and the City hereby reserves all of its rights to consent, or to withhold its consent, to annexation of additional land into the boundaries of the District.

### ARTICLE V ISSUANCE OF BONDS; SETTING TAX RATES

**5.01 Issuance of Bonds**. The District may issue Bonds as permitted by applicable state laws and this Agreement, as each may be amended from time to time. Except as authorized by this Agreement, the District shall not issue Bonds without the prior approval of the City Council, and not until the documents required by Article VII are executed in accordance therewith.

**5.02** Authorized Purposes. The purposes for which the District may issue Bonds without prior approval of the City Council shall be restricted to the following, subject to the limitations, terms, and conditions of this Agreement:

- (a) Purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
- (1) <u>Water</u>. Provide a water supply for the Land for municipal, domestic and commercial uses, including potable water transmission and distribution facilities and non-potable water supply and irrigation facilities, subject to the terms of this Agreement; and
- (2) <u>Wastewater</u>. Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the Land, whether in fluid, solid or composite state subject to the terms of this Agreement; and
- (3) <u>Stormwater</u>. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District subject to the terms of this Agreement; and
- (4) <u>Transportation</u>. Design, acquire, construct, finance, issue bonds for, and convey to the City for operation and maintenance of, roads or improvements

in aid of roads in compliance with Texas Water Code Section 54.234, or other statutory authority, and subject to the terms of this Agreement; and

- (b) <u>Payment of Expenses</u>. Pay expenses under Texas Water Code Section 49.155 subject to the terms of this Agreement; and
- (c) <u>Recreational Amenities</u>. Parks, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, the Private Amenity Center, other amenity centers (if any), the Trailhead Parking Lot, and recreational equipment and facilities in compliance with Texas Water Code Chapter 49, Subchapter N, subject to the terms of this Agreement and PUD Ordinance; and
- (d) <u>Refunding Bonds</u>. Refunding of any outstanding Bonds of the District for a debt service savings; provided, however that any such refunding Bonds otherwise satisfy the requirements of this Agreement.

**5.03 Unauthorized Purposes**. Notwithstanding anything to the contrary in this Agreement or the Parkland Improvements Agreement, the District may not issue Bonds or use Bond proceeds for operation, maintenance, repair, or replacement of any infrastructure, facilities, or improvements that are owned or operated by the District or a property owners association or any person or entity other than the City. Without limitation, the District may not issue Bonds or use Bond proceeds for ongoing operation, maintenance, repair and replacement of the Parkland, Parkland Improvements, Parkland Trail, Internal Trails, Temporary Wastewater Facilities, as such terms are defined this Agreement, or any other improvements constructed by the Developer on behalf of the District. In addition, the District may not issue Bonds or use Bond proceeds for which Developer will receive reimbursement or credit from the City pursuant to this Agreement. The intent of this Agreement is that District Bond proceeds may be used solely to reimburse the Developer for initial construction costs only, and for payment of routine District expenses of the type described in Texas Water Code Section 49.155.

**5.04 Amount of Bonds**. In consideration of the City's consent to the creation of the District, the District agrees that the total amount of Bonds issued by the District for all purposes shall not exceed THIRTY-NINE MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS (\$39,500,000) (the "*Bond Limit Amount*") for all purposes. City, Developer, and the District acknowledge and agree that the Bond Limit Amount is sufficient to accomplish the purposes of the District, and that Developer and the District have voluntarily agreed to the Bond Limit Amount. Improvements or facilities, if any, which exceed the Bond Limit Amount, shall be dedicated to the District without reimbursement unless otherwise approved by the City Council. The District must issue its Bonds for the purpose of financing reimbursable expenses under Section 49.155 of the Texas Water Code and for the purposes authorized in this Agreement prior to or simultaneously with issuance of Bonds for any other purpose.

**5.05 Bond Requirements**. The District shall obtain all necessary authorizations for Bonds in accordance with this Agreement and with Section 13.10 of the City's Unified Development Code. To the extent of a conflict with Section 13.10 of the City's UDC, the terms of this Agreement shall control. All Bonds issued by the District shall comply with the following requirements:

- (a) The last Bond issuance shall be not later than the date that is ten (10) years after the date of the first Bond issuance. If extraordinary housing and/or municipal bond market conditions arise during the bond issuance period, the Developer may submit a request to extend the bond issuance period, which will require an amendment to the Agreement and be subject to City Council approval.
- (b) Maximum maturity of twenty-five (25) years from date of issuance for any one series of Bonds; and
- (c) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date that the notice of sale of such Bonds is given; and
- (d) The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and
- (e) Any refunding Bonds of the District must (i) provide for a minimum of three percent (3%) net present value savings, (ii) provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds, (iii) be preceded by delivery of a certificate from the District financial advisor that demonstrates that the proposed refunding shall comply with this Section at least three (3) business days before execution of the purchase agreement for the refunding and (iv) be accompanied by the delivery evidence of their compliance with the requirements of this Section to the City within three (3) business days after the execution of the purchase agreement for the refunding; and
- (f) No Bonds shall be issued having an issuance date after the date specified in Section 5.05(a) of this Agreement. If the District fails or is unable to issue Bonds before that date, the City shall have the authority to revoke the District's authority to issue its remaining but unissued Bonds under this Agreement.

**5.06 Economic Feasibility**. Before any submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the District's financial advisor shall certify in writing to the City Secretary, City Manager, and the Finance Director, that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County and in conformity with Article VI of this Agreement.

**5.07** Notice of Bond Issues. At least thirty (30) days before the submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary, City Manager, and Finance Director, the certification required by Section 5.09 of this Agreement, and Notice containing (a) the amount of Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or

the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after the issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of the Bonds, the District shall nonetheless deliver such certification and notice to the City Secretary, City Manager, and Finance Director at least sixty (60) days prior to the issuance of Bonds, except refunding Bonds, by the District.

**5.08** Compliance with Agreements. At least ten (10) days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the City Secretary, City Manager, and Finance Director that the District is not in breach of this Agreement or the PUD Ordinance, as they may be amended from time to time.

**5.09** Certifications. With respect to any matter required by this Article VI to be certified in writing, the Agreement also requires, and the District warrants, that every statement in any certification by the District shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

**Bond Objections**. The City shall have a period of thirty (30) days after receiving 5.10 the last of the certifications and notices required by this Article VI within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District or Developer is in default of a material provision of this Agreement, the Parkland Improvements Agreement, or the PUD Ordinance. If the City objects to a proposed Bond issue ("City Objection"), such an objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in this Agreement, the Parkland Improvements Agreement, the PUD Ordinance, or Section 13.10 of the UDC for which the District or Developer is in material default. It shall not be a basis for a City Objection that the City disagrees with District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ and the Attorney General. In the event a City Objection is timely given to the District with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, and (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and (z) the district court determines that the District or Developer is not in default with respect to any material provision of this Agreement, the PUD Ordinance, or Section 13.10 of the UDC, or alternatively, finds that if such a material default had previously occurred, the material default has been cured. A City Objection may be expressly waived by the City in writing at any time.

**5.11 Official Statements**. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary, City Manager, and Finance Director a copy of the final official statement for such series of the Bonds, and the District shall promptly provide such information at no cost to the City.

**5.12 Dissolution of District; Reimbursement Agreements**. The City agrees that it will not seek to dissolve the District, including pursuant to the authority set forth in Section 43.074 of the Texas Local Government Code, until after the expiration of the authorized period for the issuance of Bonds by the District set forth in Section 5.02 above. Except as otherwise approved by the City Council, the District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the expiration of that period, which costs and expenses would otherwise be eligible to be reimbursed to Developer by District pursuant to the rules and regulation of the TCEQ or other applicable law, and Developer and the District expressly and irrevocably waive any claims against the City for repayment of such indebtedness. The District agrees that all reimbursement agreements that it enters with the Developer shall include the following provision relating to any sums payable by the City upon dissolution of the District:

"If, at the time of dissolution of the District, Developer has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued bonds to reimburse Developer for the cost of the facilities or undivided interests in facilities, Developer agrees that it will convey the facilities or undivided interests in question to the City free and clear of any liens, claims, or encumbrances, and agree that Developer has waived any payment by the City to which it otherwise would have been eligible for reimbursement from bond proceeds or from any other source."

## ARTICLE VI TAXES, FEES, AND CHARGES

Tax Rate Limitation. Before the issuance of Bonds, the District must provide to 6.01 the City a certificate from the District's Financial Advisor, together with supporting data (including, but not limited to, documentation from the TCEQ), demonstrating that it is feasible to sell the Bonds and maintain a projected District-only debt service tax rate of not more than \$0.55 per \$100 in assessed valuation on an annual basis, which the District agrees is sufficient to pay debt service on the Bonds in accordance with the terms of each resolution or order approving the issuance of its Bonds in each year while such Bonds are outstanding (collectively, the "Tax Rate *Limit*"). The District agrees to adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts and this Agreement, to report the tax rate set by the District each year to the District's tax assessor/collector, and to perform all acts required by law for its tax rate to be effective. The District shall maintain all debt service tax revenues in a separate account or accounts from the District's general operating funds. The District shall also require that its bookkeeper provide an accounting allocation of the debt service fund among the various categories of bonded facilities in order to simplify the City's internal allocation of the debt service fund. The City and Developer acknowledge and agree that the Tax Rate Limit is sufficient to accomplish the purposes of this Agreement and the Parkland Improvements Agreement, and the and that Developer has voluntarily agreed (and the District upon its creation will voluntarily agree) to the Tax Rate Limit. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit will be unlimited as to rate and amount as necessary to make bond payments.

**6.02 District Fees**. The District agrees that the City shall be exempt from, and will not be assessed, any District fees.

## ARTICLE VII REPORTING

**7.01** District Information to be Provided to the City. The District shall provide a copy of the following documents to the City Secretary, Planning Director, and Utility Director in the manner provided in Section 17.02 of this Agreement pertaining to Notices within the timeframes specified below:

- (a) <u>Agendas:</u> a copy of the agenda for each meeting of the District's Board concurrently with the posting of the agenda at the Williamson County Courthouse.
- (b) <u>Minutes:</u> a copy of the minutes of all meetings of the District's Board and of any committees or subcommittees created by the District's Board within five (5) business days of the date of approval of such minutes by the District's Board, committee, or subcommittee, as applicable.
- (c) <u>Tax Rate</u>: a copy of each order or other action setting an ad valorem tax rate to the within five (5) days after the District's Board adopts the rate.
- (d) <u>Budgets:</u> a copy of the District's budget for each fiscal year within five (5) days after approval of each budget by the District's Board.

**7.02** Financial Dormancy Affidavit, Financial Report or Audit. The District shall file a copy of its annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the Finance Director, within ten (10) days after approval of each financial dormancy affidavit, financial report or audit by the District's Board. Any audit must be prepared by an independent certified public accountant.

**7.03** Other Documents. The District shall provide copies of any other material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and Finance Director within thirty (30) days after filing such notices with the applicable federal agency.

### ARTICLE VIII FACILITIES AND SERVICES - GENERAL

**8.01 Potable Water Services**. Subject to the additional terms and conditions of this Agreement provided below and to Developer's compliance with the Governing Regulations, upon completion of construction by Developer and acceptance by the City of the required improvements, retail water service for the Land shall be provided by the City on the same basis as provided by the City to its similarly classified retail water customers located within the City. The

District and Developer agree that the City shall be the sole provider of water in an amount sufficient to service the District at ultimate development. The District agrees not to enter into any contracts to provide water service to other areas outside of the District.

**8.02** Wastewater Services. Developer shall, at no cost to the City, design and construct the On-Site Wastewater Improvements and any Off-site Wastewater improvements required to serve the Land in accordance with this Agreement and the Governing Regulations. Upon completion of construction by Developer and acceptance by the City of the required improvements, retail wastewater service for the Land shall be provided by the City on the same basis as provided by the City to its similarly classified retail wastewater customers located within the City. No septic tanks or On-Site Sewage Systems (OSSFs) (as that term is defined in the regulations of the TCEQ) shall be permitted on the Land. The District and Developer agree that the City shall be the sole provider wastewater in an amount sufficient to service the District at ultimate development. The District agrees not to enter into any contracts to provide wastewater service to other areas outside of the District.

**8.03** Electric Services. For the portion of the Land within the City's certificated electric service area, upon completion of construction by Developer or District and acceptance by the City of any required improvements, retail electric service for the Land shall be provided by the City on the same basis as provided by the City to its similarly classified retail electric customers. The City shall have no responsibility or liability for the provision of electric services outside of the City's certificated electric service area.

**8.04** Water Quality Facilities and Services. The District may own and operate water quality facilities pursuant to the terms and conditions of this Agreement.

**8.05** Greenbelts, Open Spaces, Non-City Parks and Recreation Facilities and Services. The District may own and operate greenbelt areas, open spaces, and parks and recreation facilities other than the Parkland and the Parkland Improvements, and similar areas and improvements that are not acquired by or transferred to the City pursuant to the terms of this Agreement, and may provide park and recreational services to residents of the District; provided however, that: (i) proceeds from Bond issuances may not be used to operate, maintain, repair or replace same; and (ii) ownership of any such greenbelt, park and recreational facilities must transfer to a POA on or prior to dissolution of the District by the City. The City agrees that the District may enter into a lease conveyance agreement with the POA pursuant to which the POA will operate the facilities on behalf of the District and pursuant to which ownership of the facilities shall automatically transfer to the POA upon dissolution of the District.

**8.06** Garbage Services. The District and Developer agree that the City shall be the sole provider of solid waste collection services to the District. Subject to the terms and conditions of Chapter 13.12 of the City's Code of Ordinances, garbage pick-up services shall be provided by the City's solid waste services provider, and customers located on the Land shall be Tier I or in-City Customers, as set forth in the City's Code of Ordinances Section 13.04.180.

**8.07** Police, Fire, and Emergency Medical Services. Police, fire, and emergency medical services to serve the Land will be provided by City on the same basis as those services are provided to similarly classified City residents and businesses. The District will be served by an

existing Fire Station that will require expansion due to development. A fire service improvement program (SIP) fee of \$630.00 shall be assessed for each Dwelling Unit (single-family and multi-family). This SIP fee shall be paid at the time of issuance of a building permit by the person or entity seeking the building permit.

**8.08** Gas Services. The Developer shall be solely responsible for providing gas services to the Land. Nothing in this Agreement provides franchise rights to gas service providers or authorization to use City easements or rights of way for the provision of gas services to the Land, any gas service provider will have to comply with the City's applicable franchise ordinances to secure such rights.

**8.09** Services Outside the District. The Developer and District shall not provide potable water, irrigation, wastewater, garbage, fire, police, and emergency medical or other services outside the boundaries of the District.

**8.10** Ownership and Conveyance of District Facilities and Lands. In the event the District acquires ownership of any facilities or lands, the District shall provide for ownership thereof to convey to a POA on or prior to dissolution of the District.

## ARTICLE IX ADDITIONAL CONDITIONS OF WATER SERVICE

**9.01 Water Improvements.** Developer shall, at no cost to the City, design and construct the On-Site Water Improvements in accordance with the Governing Regulations. In addition, Developer shall design and construct, at no cost to the City, any and all other water improvements necessary if fire flow greater than ONE THOUSAND FIVE HUNDRED (1,500) gallons per minute (gpm) is required by the applicable provisions of the Governing Regulations. Subject to the Section 9.02 below, the Developer shall be responsible for the standard utility extension to serve the District at ultimate development, including constructing water infrastructure consistent with the City's utility Master Plans and constructing the Off-site Water Improvement if required.

## 9.02 Shell Road Waterline Right to Reimbursement.

(a) The Parties acknowledge that as of the City/Developer Effective Date the Shell Road Waterline is in the City's Impact Fee Capital Improvements Plan. If Developer is required to construct the Shell Road Waterline in order to serve the Land, the Developer shall initially pay all costs associated with the construction of the Shell Road Waterline. Developer shall make timely payment of all aspects of properly performed construction work (including inspection fees) and for all materials and services related to the Shell Road Waterline in accordance with applicable contracts for such work. The City will reimburse Developer only for the costs for the construction and materials testing of the Shell Road Waterline. City shall not reimburse Developer for costs associated with design, easements, right-of-way or land dedication, land acquisition, interest, finance costs, construction management or other costs for the Shell Road Waterline. The City will reimburse the Developer (i) after the City issues a letter of acceptance for the Shell Road Waterline confirming that all final inspections have been performed and the City has accepted Shell Road Waterline for operation and maintenance, and (ii) after Developer provides the City with evidence that the general contractor and all subcontractors have been paid in full, including lien releases. In no event shall the amount of the cost reimbursement available to Developer exceed the Developer's actual cost for construction of the Shell Road Waterline.

(b) Developer may make a request for reimbursement from the City for work completed on Shell Road Waterline as allowed by this Section. In order to process reimbursement requests, Developer shall provide the City with information necessary to process a check request, including, but not limited to, a completed IRS Form W9 (Request for Taxpayer Identification Number and Certification) and the City's Vendor Application Form. The reimbursement request shall be submitted to the City's Systems Engineering Director and shall be accompanied by documentation which clearly describes the completed work on Shell Road Waterline for which reimbursement is sought, and evidence of payment or lien waivers for same from all contractors, subcontractors, and The reimbursement request shall include all information and suppliers. documents in Developer's possession or under its control as may be reasonably required by the City for proper review and processing of the reimbursement request. The City shall promptly review the reimbursement request and respond to Developer within thirty (30) calendar days after receipt thereof. If the City determines that the reimbursement request correctly states the amount owing to Developer, the City shall respond by providing Developer with written notice of approval of the reimbursement request and shall remit the approved amount to Developer within thirty (30) calendar days after the date of the notice of approval. If the City determines that the reimbursement request does not correctly state the amount owing to Developer, the City shall provide a written notice of discrepancy to Developer, which notice shall include all supporting documentation upon which the notice of discrepancy is based. The City and Developer shall work diligently and in good faith to resolve the discrepancy. Either party may refer the matter to the City Manager for resolution of the dispute. Failure of the City to respond to a reimbursement request within thirty (30) calendar days shall not be construed as approval by the City of the reimbursement request. If the Developer is in default or not in compliance with any provision of this Agreement, the City shall have no obligation to process or pay any reimbursement request until the default is resolved.

**9.03** City Obligations. After completion of construction by Developer of the On-Site Water Improvements, any standard utility extension, Shell Road Waterline if required, and acceptance of same by the City for operation and maintenance as evidenced by the City's issuance of a Letter of Acceptance, and after payment of water Impact Fees by each applicant for service (or as otherwise provided herein with respect to any school lands), the City shall provide retail water services to the Land at a level not to exceed the Connection Limit, and provide fire flow to the Land not to exceed one thousand five hundred (1,500) gpm or, at the City's sole

discretion, at such greater flow rate as may be desired if Developer funds and constructs all improvements necessary to provide greater flow.

#### ARTICLE X LAND USE AND DEVELOPMENT STANDARDS

**10.01 Concept Plan.** The City hereby approves the Concept Plan attached hereto as *Exhibit B.* All development on the Land shall comply with the Concept Plan, the Governing Regulations, and the terms and conditions of this Agreement.

**10.02** Modifications to Concept Plan. Before the effective date of any City zoning ordinance for all or any part of the Land, modifications or amendments to the Concept Plan shall be processed as amendments to this Agreement. Except as otherwise provided in this Section, after the effective date of any City zoning ordinance for all or any part of the Land, modifications or amendments to the Concept Plan shall be processed in accordance with pertinent provisions of UDC pertaining to Zoning Map Amendments. Notwithstanding the foregoing, the following modifications or amendments to the Concept Plan shall not be effective unless and until approved by the City Council:

- (a) Any modification that would be a "Major Modification" under the PUD Ordinance;
- (b) Modifications or amendments increasing the number of Dwelling Units on the Land to more than one thousand five hundred and thirteen (1,513) units;
- (c) Modifications or amendments reducing the size of the Parkland or the Trailhead Parking Lot described in Article XIII of this Agreement;
- (d) Modifications or amendments to the vehicular (streets) and pedestrian (trials) connectivity points shown on the Concept Plan;
- (e) Modifications or amendments to the Transportation Improvements described in Article XIV of this Agreement; or
- (f) Increases in the water or wastewater Connection Limit.

### ARTICLE XI

# PUBLIC PARKLAND, DEVELOPER'S PREPAID PARK FEES; TRAILHEAD REQUIREMENTS; AND PRIVATE AMENITIES

### 11.01 Parkland

(a) Size and Location. Developer shall dedicate and develop twenty-six (26) acres out of the Land as a public park, which shall be out of that portion of the Land which location is generally shown on the Concept Plan and the Park and Open Summary as shown in Exhibit D (the "*Parkland*").

- (b) **Parkland Documentation**. On or before the date that is ninety (90) days after the date of the City's Notice accepting the Parkland Improvements for ownership and maintenance (the "Parkland Notice"), Developer shall, at no cost to the City, provide to the City the following documents: draft form of special warranty deed; legal description (metes and bounds or platted lot) of the proposed Parkland prepared by a licensed surveyor registered to practice in the State of Texas; map or sketch of the proposed Parkland prepared by a licensed surveyor registered to practice in the State of Texas; draft title commitment conforming to the provisions of Section 15.03 of this Agreement; and drafts of all documents required by the title company and the City necessary to convey title to the City at closing free of liens and encumbrances (collectively, the "Parkland Documentation"). The City will review the Parkland Documentation and provide comments on same to Developer. Developer shall revise and resubmit the Parkland Documentation, making such revisions as necessary to conform to the City's comments on same not later than thirty (30) days from the date of receipt of the City's comments. This process shall continue until the City approves the Parkland Documentation, in its sole discretion. Access to and from the Parkland and thence shall be provided from a public road that has been accepted by the City. Closing on the Parkland shall occur not later than thirty (30) days after the City's written acceptance of the Parkland Improvements for ownership and maintenance. Prior to the closing, and after the closing by a property owners' association if pursuant to a separate agreement approved by the City Council, a property owners' association shall maintain the Parkland and Parkland Improvements, provided that any such maintenance shall be to standards at least as stringent as the City's maintenance standards for similar parkland and parkland improvements.
- (c) **Title Commitment/Insurance**. Developer shall, at no cost to the City, obtain title commitment(s) and title insurance polic(ies) in favor of the City for the Parkland, with the title polic(ies) having only those standard, pre-printed exceptions that are part of the promulgated form of Texas title insurance policy and exceptions acceptable to the City Attorney, in the City Attorney's sole discretion. To the extent any person has granted a lien or other encumbrance on all or any portion of the land upon which the above-referenced improvements will be constructed or which will be used for permanent access prior to the date the Parkland deed related thereto is recorded, Developer shall cause the holder of such lien or encumbrance to execute such instruments as the City Attorney and title company may require to evidence the fact that the lien or other encumbrance has been subordinated by the holder in favor of the City.
- (d) **Form of Deed**. The Parkland must be conveyed to the City via special warranty deed that is acceptable in form and substance to the City Attorney.
- (e) **Costs**. The recording costs and preparation of the Parkland Documentation shall be at no cost to the City, such costs being the responsibility of Developer.

Developer shall pay all property taxes, liens, and closing costs so that the City takes the Parkland free of all taxes and liens (including any rollback taxes).

(f) **Recording**. No Parkland deed may be recorded in the Official Public Records of Williamson County, Texas unless and until the City Attorney has approved the instrument as to form, as evidenced by the City Attorney's signature on the instrument. Developer shall pay all recording costs.

## (g) Parkland Trail and Internal Trails.

- (1) <u>Requirement to Construct</u>. Developer shall construct the Parkland Trail and the Internal Trails connecting with the Parkland Trail in accordance with this Agreement.
- (2) Parkland Trail Specifications. The Parkland Trail must be ten feet (10') wide and made of concrete and conform to the Parkland Trail Design Standards attached in *Exhibit D-1*. Developer shall deliver drafts of the Parkland Trail Approved Plans to the City at least ninety (90) days prior to the commencement of construction of the Parkland Trail or any portion thereof. The City shall provide comments on the original draft and any subsequent drafts within twenty (20) business days of receipt by the City of same. In the event that the City fails to respond to within that twenty (20) business day timeframe, consent by the City shall be deemed, implied, and presumed. The City shall promptly provide comments on the original draft and any subsequent drafts after receipt thereof. If the City disapproves any drafts, the foregoing process shall be repeated until the Parkland Trail Approved Plans are approved.
- (3) Parkland Trail Location. Developer shall construct the Parkland Trail so that it commences at the Trailhead Parking Lot, loops through the Parkland, and continues, to a point of connection with the planned trail in the City's Westside Park, as generally shown on the Concept Plan. Developer shall convey all of the land or easements necessary to construct the entire length of the Parkland Trail to the City, at no cost to the City, not later than the Parkland Improvements Deadline, via either (x) general warranty deed; or (y) exclusive, permanent, perpetual easement, and that deed or easement must be free of all liens and encumbrances, accompanied by a title commitment having only those standard pre-printed exceptions that are part of the promulgated form of Texas title insurance policies and exceptions acceptable to the City Attorney, in the City Attorney's sole discretion. The recording costs and preparation of conveyance documents and the title commitment and policy required by this Section shall be at no cost to the City, such costs being the responsibility of Developer.
- (4) <u>Internal Trails</u>. Developer shall construct Internal Trails on the Land in the general locations shown on the Concept Plan. The Internal Trails may vary in width and materials. The Internal Trails shall be conveyed to the District

or POA for ownership, operation, maintenance, repair, and replacement, subject to the terms and conditions of this Agreement and the Governing Regulations, including but not limited to prohibitions against use of District bond proceeds for ongoing operation, maintenance, repair and replacement.

- (5) Timetable for Construction. Developer shall cause Completion of Construction of the Parkland Trail and Internal Trails (including the Trailhead Parking Lot) to occur prior to final acceptance of any lot in Parcels 1, 3 or 4 as shown in *Exhibit D*; provided however, the Parkland Trail may be completed in up to three (3) phased segments, as illustrated in Exhibit F of the PUD Ordinance (final acceptance of any lot shall be defined as final acceptance by the City of the subdivision improvements serving any part of Parcels 1, 3 or 4 shown in Exhibit D of the PUD Ordinance). Should City approve, and Developer provide financial security to allow the recordation of the subdivision plat for one of the above referenced parcels, the financial security instrument shall not be released until the Completion of Construction of the Parkland Train has been achieved. Notwithstanding the foregoing, the City agrees that Developer shall not be obligated to construct the Parkland Trail and the respective connecting Internal Trails on any lands other than the Land. After issuance by the City of a Letter of Acceptance for the final section of the Parkland Trail required by this Agreement to be constructed on the Parkland, the City shall own the Parkland Trail; prior to such time, the Parkland Trail shall be owned and maintained by Developer, the District or the POA. For purposes of this Section, final acceptance of any lot shall be defined as final acceptance of the subdivision improvements serving any part of Parcels 1, 3, or 4 as shown on the Concept Plan.
- (6) <u>Additional Design and Signage Requirements</u>. Developer shall register the Parkland Trail and trailheads with the Texas Department of Licensing and Regulation (TDLR) and designed and constructed to meet the requirements of the Texas Accessibility Standards (TAS). Trailhead signage acceptable to the City must be provided by Developer at no cost to the City and installed not later than the date of recordation of a final plat containing a trailhead is recorded in the Official Public Records of Williamson County, Texas.
- (7) <u>Parkland Trail Access Easement</u>. Developer shall grant to the City, at no cost to the City, one or more permanent and/or temporary easements on the Land in locations acceptable to the City's Director of Parks and Recreation for the purpose of allowing the City access to Parkland Trail, if necessary and as determined by the City, from a public roadway for the purpose of operation, maintenance, repair and replacement of Parkland Trail, including but not limited to access by City personnel and their authorized agents, vehicles and other heavy equipment, and equipment storage and material stockpiling. The easement location(s) may change as the Land is final

platted, provided that the replacement easement location also conforms to the requirements of this Section.

(h) Trailhead Parking Lot. Developer shall construct, or cause to be constructed, the Trailhead Parking Lot. Developer shall complete construction of, or cause completion of construction of, the public Trailhead Parking Lot not later than the Parkland Improvement Completion Deadline for the North Park (as that term is defined in the Parkland Improvement Agreement). On completion of construction and after issuance of a Letter of Acceptance for the Trailhead Parking Lot, the City shall own and maintain the Trailhead Parking Lot.

**11.02 Parkland Improvements – Single Family Development**. Developer shall construct, or cause to be constructed, all Parkland Improvements on or before the Parkland Improvement Completion Deadline pursuant to the Parkland Improvements Agreement. Developer's expenditure for construction of the Parkland Improvements shall not be less than the Developer's Park Fees amount.

**11.03 Parkland Improvements** – **Multi-Family Development**. Developer shall comply with all dedication and development fees for parkland improvement related to its multi-family development in place at the time of approval of a site development plan.

**11.04 Private Amenity Centers**. District agrees at its sole cost to design and construct, or cause to be designed and constructed, at least two private amenity centers, amenities may include but not be limited to: Pool, restroom facility, parking lot, trailhead, and open play area. One amenity center will be located on the northern side of Shell Road to be known as The North Amenity Center and one amenity center will be located on the southern side of Shell Road to be known as the South Amenity Center, the location of which is approximately shown on the Concept Plan. The Private Amenity Centers shall, following the construction thereof, be owned and maintained by the community POA(s). District agrees to cause commencement of construction of the North Amenity Center no later than when the 200 single-family home permit is issued within the portion of the District, located on the northern side of Shell Road, and to complete construction thereof within 18 months thereafter. The District agrees to commence construction of the South Amenity Center no later than when the 200th single-family home permit is issued within the portion of the District, located on the southern side of Shell Road, and to cause completion thereof within 18 months thereafter. The minimum financial commitment and investment of the District for the design and construction of each private amenity center shall be ONE MILLION DOLLARS.

### ARTICLE XII TRANSPORTATION IMPROVEMENTS

### **12.01** Shell Road Expansion.

(a) **Shell Road Expansion Right-of-Way.** Developer shall, at no cost to the City, dedicate, obtain and transfer to the City the necessary right-of-way for the Shell Road Expansion consistent with Overall Transportation Plan and UDC

standards (unless otherwise provided herein or in the PUD as well as consent to connectivity to adjacent properties as reflected on the Concept Plan. Developer and the City agree that Developer can convey the On-Site Portion of Shell Road Expansion right-of-way to the City with each final plat containing all or a portion of the On-Site Portion of Shell Road Expansion. Developer will not be required to conduct a TIA consistent with UDC requirements.

(b) **Construction of Shell Road Expansion**. City shall, subject to the Developer Shell Road Expansion Contribution, be responsible for the design, bidding and constructing the Shell Road Expansion.

**12.02** Developer's Shell Road Expansion Contribution - Payment. Developer shall: (i) pay a supplemental transportation fee of \$1,650 per Dwelling Unit (including single-family and multi-family units) to be paid to City at time of building permit to satisfy the contribution for the costs to design and construct the Shell Road Expansion; and (ii) shall without cost to the City dedicate and convey the necessary right-of-way for the Shell Road Expansion. Any costs for the Shell Road Expansion in excess of \$2,500,000 shall be paid by the City.

## ARTICLE XIII REQUIRED EASEMENTS

**13.01** Applicability. The provisions of this Article XIV shall apply to all Required Easements.

(a) **Location Requirements**. Any of the Parkland Trail, and Internal Facilities that are not located with prior City approval within the boundaries of City-owned land or right-of-way must be constructed within permanent, exclusive, purpose-specific (e.g., water, wastewater, electric, parkland) easements having permanent access from a public road or from an access easement in favor of the City.

**13.02** Delivery of Easement Documentation. Unless a different date is included in this Agreement for a specific easement, at least ninety (90) days prior to the deadline for conveying a Required Easement, Developer shall, at no cost to the City, provide to the City the Easement Documentation.

**13.03** Title Commitment/Insurance – Required Easements. Developer shall, at no cost to the City, obtain title commitment(s) and title insurance polic(ies) in favor of the City for all Required Easements with the title polic(ies) having only those standard, pre-printed exceptions that are reasonably acceptable to the City Attorney. To the extent any person has granted a lien or other encumbrance on all or any portion of the land upon which the above-referenced improvements will be constructed or which will be used for permanent access prior to the date the Required Easement is recorded, Developer shall cause the holder of such lien or encumbrance to execute such instruments as the City Attorney and title company may require to evidence the fact that the lien or other encumbrance has been subordinated by the holder in favor of the City.

**13.04 Form of Easement**. All Required Easements must be reasonably acceptable in form and substance to the City Attorney.

**13.05** Costs. The recording costs and preparation of the Easement Documents shall be at no cost to the City, such costs being the responsibility of Developer. Developer shall pay all preand post-closing property taxes, liens, and all closing costs so that the City takes all Required Easements free of all taxes and liens (including any rollback taxes).

**13.06 Recording**. No Required Easement may be recorded in the Official Public Records of Williamson County, Texas unless and until the City Attorney has approved the easement as to form, as evidenced by the City Attorney's signature on the easement instrument. Developer shall pay all recording costs.

#### ARTICLE XIV IMPACT FEES

#### 14.01 Impact Fee Assessment and Payment.

- (a) <u>General</u>. Except as otherwise provided in Section 14.01(b) of this Agreement, all Impact Fees for each wastewater and water service Connection on the Land will be assessed by the City based on the Impact Fees in effect at the time of final approval by the City of the final subdivision plat for the portion of the Land that includes that Connection. Developer shall pay, or cause to be paid, the applicable Impact Fees at the time of application for a building permit.
- (b) <u>Impact Fees for School Tract/Connections</u>. All Impact Fees for each wastewater and water service Connection associated with any school constructed or to be constructed on the Land will be assessed by the City based on the Impact Fees in effect at the time of final approval by the City of the final subdivision plat for the portion of the Land that includes Connection(s) for a school. Developer shall pay or cause to be paid all Impact Fees for any school placed or to be placed on the Land prior to and as a condition of any final plat that contains a lot(s) for a school site.

### **14.02** Capacity Interest.

- (a) Upon completion of any required off-site public improvements, if any, On-Site Wastewater Improvements, and On-Site Water Improvements, and payment of the applicable Impact Fee, the City agrees to guarantee capacity in the City's wastewater utility system or water service system, as applicable, in an amount equal to the number of water service Connections for which Water Impact Fees have been paid or the amount equal to the number of wastewater service Connections for which wastewater service connections for which wastewater service up to the Connection Limit, provided, however, that:
  - 1) Service is available only upon payment of Impact Fees and the City's approval of the final plat or plats of the Land and the recording of same

in the final plat records of Williamson County, Texas in accordance with the requirements of the UDC;

- 2) This Agreement in no way obligates the City to approve service extension requests not conforming to the requirements of the City's ordinances nor otherwise binds the governmental powers of the City with respect to the approval or denial of the same; provided, however that so long as the terms of this Agreement are satisfied, the City agrees not to unreasonably withhold, condition, or delay its approval of any service extension request;
- 3) This Agreement does not exempt Developer from the requirements of any provisions of the Governing Regulations applicable to development within the Land covered by the service extension requests;
- 4) This Agreement does not guarantee approval of the final plat or plats of the Land or the approval of any other applications or permits related to the Land;
- 5) This Agreement will not be construed to create or confer upon Developer any manner of legal title to, equitable interest in or other claim of joint ownership with respect to property, whether real, personal or mixed comprising a City Improvement, after final acceptance by the City of a City Improvement; and
- 6) The City can use the capacity in the City Improvements as long as it does not damage or decrease the Developer's capacity interest.
- (b) Except as provided in Section 14.02(a) above, nothing in this Agreement shall be construed as reserving capacity for the Developer or District in the City Improvements, any existing City wastewater collection and treatment facilities, any existing City water distribution or treatment facilities, or any future City water or wastewater facilities constructed by third parties prior to the payment of the applicable Impact Fees.
- (c) Any conveyance or transfer of City Improvements to the City by Developer under this Agreement shall not affect Developer's right to seek reimbursement from the District for the cost of the City Improvements and Developer Improvements constructed or financed by Developer, or the District's right to affect such reimbursement. Developer's capacity interest and contract rights may be conveyed to the District as consideration for the receipt of proceeds from bonds issued by the District to reimburse costs and expenses funded by Developer under this Agreement.

**14.03** Other Development and Utility Fees. Developer shall pay or cause to be paid the City's usual and customary utility connection fees (e.g., water and wastewater meter connect fees and engineering and inspection fee) for all Connections within the Land.

## ARTICLE XV AUTHORITY

**15.01** This Agreement is entered under the statutory authority of Section 54.016 of the Texas Water Code and other laws of the State of Texas.

#### ARTICLE XVI TERM, ASSIGNMENT, AND REMEDIES

**16.01 Term**. This Agreement shall be effective from the City, Developer, or Assignee Effective Date and shall continue in effect until the District is dissolved, and its obligations are fully assumed by the City or a property owners association, at the City's sole election, or until terminated in writing by mutual agreement of the City and the District. This Agreement shall be recorded in the Official Records of Williamson County, Texas and shall run with the Land.

**16.02** Assignment and Delegation. No Party may assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this Section is void.

### 16.03 Default and Rights and Remedies for Default.

- (a) <u>Default; Notification of Default</u>. Any material breach of this Agreement or the Parkland Improvements Agreement by the City or the Developer or the District shall be deemed a default by the same party under this Agreement. If City, Developer, or District commits a default of this Agreement (including default of the Parkland Improvements Agreement), one of them that is not in default shall give Notice to the defaulting party that describes the default in reasonable detail.
- (b) <u>Cure of Default</u>. For any default of this Agreement (including default of the Parkland Improvements Agreement) that can be cured by the payment of money or the posting of the Fiscal Security (each a "<u>Monetary Default</u>"), the defaulting entity shall be allowed thirty (30) days after the date of the Notice to cure the Monetary Default (the "<u>Monetary Default Cure Period</u>"). For any default of this Agreement (including default of the Parkland Improvements Agreement) that is not a Monetary Default (a "<u>Non-Monetary Default</u>"), the defaulting entity must commence the cure of any Non-Monetary Default specified in the Notice within thirty (30) days after the date of the Notice, and thereafter diligently pursue such cure to completion but in no event longer than ninety (90) days after the date of the Notice (the "<u>Non-Monetary Default Cure Period</u>").

**16.04** City's Remedies During Developer's or District's Cure Periods. No Bonds shall be issued by District to reimburse Developer or for any other purpose relating to the Land

(excluding the issuance of refunding bonds), and the City shall have all rights to enjoin the issuance of Bonds for such purposes, during the applicable Cure Period for a Developer or District default of this Agreement (including default of the Parkland Improvements Agreement). In addition, during the applicable Cure Period, the City shall be relieved of all of its obligations to Developer and District under this Agreement, the Parkland Improvements Agreement, and the Governing Regulations, including, without limitation, obligations to process or approve development- and utility-related applications, permits or other authorizations, plats, plans, acceptance of public infrastructure for maintenance and operation, utility connections, utility taps, and any other development or utility-related actions pertaining to the Land. During the Cure Period, the actions authorized by this Section are the City's exclusive remedies.

## **16.05** Rights and Remedies for Default After Expiration of Cure Period.

- (a) The City's rights and remedies during the Cure Period described in Section 16.04 of this Agreement shall also extend during any period of default continuing after expiration of the Cure Period. In addition, if the defaulting entity does not cure the default of this Agreement (including default of the Parkland Improvements Agreement) within the applicable Cure Period, and if a non-defaulting entity has not waived the default in writing, then after the expiration of the applicable Cure Period, the non-defaulting entity may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement or the Parkland Improvements Agreement, and/or seek any other relief available at law or in equity, by statute or otherwise, against the defaulting party, all of which are cumulative and are in addition to any other right or remedy given under this Agreement or the Parkland Improvements Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another.
- (b) Damages, if any, to which any non-defaulting entity may be entitled shall be limited to actual damages and shall not include special, incidental, or consequential damages.
- (c) To the extent that any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement or the Parkland Improvements Agreement constitutes the election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any provision of this Agreement or the Parkland Improvements Agreement. No single or partial exercise of any right or remedy under this Agreement or the Parkland Improvements or the Parkland Improvements Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.
- (d) IN ADDITION TO THE CITY'S RIGHT UNDER COMMON LAW TO REDRESS FOR ANY BREACH OR UNCURED DEFAULT, DEVELOPER SHALL INDEMNIFY AND DEFEND THE CITY AGAINST ALL LOSSES,

DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, INTEREST (INCLUDING PREJUDGMENT INTEREST IN ANY LITIGATED MATTER), PENALTIES, COURT COSTS, AND ATTORNEY'S FEES AND EXPENSES) ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE CITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RESULTING FROM THE BREACH OR UNCURED DEFAULT AND TERMINATION OF THE AGREEMENT AND ENFORCEMENT OF THIS SECTION.

**16.06** Governmental Powers and Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights. Nothing herein shall waive any claims, defense or immunities that the City has with respect to suits against the City. Nothing in this Agreement is intended to impair or diminish the performance by the City of its governmental functions.

#### ARTICLE XVII MISCELLANEOUS PROVISIONS

## 17.01 Cooperation.

- (a) The City and Developer and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.
- (b) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any part hereof or any actions taken hereunder by any Party, the City, Developer and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement while allowing each Party to effect the benefits of this Agreement to it.

**17.02** Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. Courtesy copies shall be sent by email to each party as available. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:	City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: City Manager
	City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: City Secretary
	City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: City Finance Director
	City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: City Attorney
Developer:	Green Builders, Inc. 11900 Jolleyville Road, #204266 Austin, Texas 78720
District:	Shell Road Municipal Utility District

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. The Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

## 17.03 Severability; Amendment; Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is an essential element of this Agreement, this Agreement shall be null and void.

- (b) The Parties may not amend this Agreement, except in a written agreement executed by authorized representatives of the Parties.
- (c) The Parties may not waive any provision in this Agreement, except pursuant to a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

**17.04** Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue shall be in the state district court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**17.05 Entire Agreement**. This Agreement and the attached exhibits, and the Parkland Improvements Agreements and the exhibits attached thereto, collectively contain the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of those agreements. The agreements can be amended only by written agreement signed by the Parties.

**17.06 Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all the Parties.

**17.07** Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**17.08** Notice to End Buyer. At the time each prospective End Buyer contracts for the purchase of a lot or a home in the District, and at the time each End Buyer closes on the purchase of a lot or a home in the District, the seller shall give the End Buyer the disclosure notice required by Section 49.452 of the Texas Water Code, the form of which is attached hereto as <u>*Exhibit F*</u>. For the purposes of this Agreement, the Parties agree that the term "End-Buyer" shall mean any owner, developer, tenant, user, or occupant of any part of the Land, regardless of proposed use, for which a City-approved final plat has been recorded in the plat records of Williamson County, Texas. This obligation of sellers of real property to give notice shall be a covenant and shall run with the land.

**17.09** Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developer certifies, represents, and warrants that the execution of this Agreement is authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developer.

**17.10 Exhibits**. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

## EXHIBIT LIST:

Exhibit A	The Land – Metes and Bounds
Exhibit A-1	The Land – Surveyor's Sketch
Exhibit B	Concept Plan
Exhibit C	City Council Consent Resolution
Exhibit D	Park and Open Space Summary
Exhibit D-1	Parkland Trail Design Standards
Exhibit E	Parkland Improvement Agreement
Exhibit F	District Notice to Purchaser

**17.11 Recordation**. If this Agreement becomes effective according to its terms, then this Agreement shall be recorded in the Official Public Records of Williamson County, Texas, at Developer's expense. Developer shall obtain and record subordination agreements for any lender liens on the Land or other interests in the Land, and on the City's interests under this Agreement that are prior to the time of recordation of this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

[*The remainder of this page is intentionally left blank. Signature pages, acknowledgements, and exhibits follow.*]

EXECUTED this	day of	, 2019.
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CITY: CITY OF GEORGETOWN, TEXAS

By: \_\_\_\_\_

Dale Ross, Mayor

ATTEST:

By:\_

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:\_\_\_\_

Charlie McNabb, City Attorney

STATE OF TEXAS § COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(SEAL)

Notary Public, State of Texas

EXECUTED this	_ day of	, 2019.	
<b>DEVELOPER:</b>	GRE	GREEN BUILDERS, INC.	
	By: _	Name:	
		Title:	
THE STATE OF TEXAS	0		
COUNTY OF TRAVIS	\$ \$		
This instrument was	acknowledged before m	ne on this day of,	
2019, by		of Green Builders, Inc., a Texas	
corporation, on behalf of s	said corporation.		

(SEAL)

Notary Public, State of Texas

EXECUTED this	day of	, 2019.
---------------	--------	---------

## DISTRICT: SHELL ROAD MUNICIPAL UTILITY DISTRICT

Title:

ATTEST:

Name:	:	
Title:		

STATE OF TEXAS § S COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_ of Shell Road Municipal Utility District, a district operating under Chapters 49 and 54 of the Texas Water Code.

(SEAL)

Notary Public, State of Texas

Page 1 of 8 March 14, 2019

DESCRIPTION OF 317.08 ACRES OF LAND, BEING OUT OF AND A PORTION OF THE WILLIAM ROBERTS LEAGUE, ABSTRACT NO. 524, IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THOSE CERTAIN TRACTS DESCRIBED AS TRACTS I & II IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2010029370; ALL OF THAT CERTAIN 30.289 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO GREEN BUILDERS, INC. OF RECORD IN DOCUMENT NO. 2013052419; AND ALL OF THAT CERTAIN TRACT DESCRIBED AS TRACT II CONTAINING 124.708 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC., OF RECORD IN DOCUMENT NO. 2017040134; ALL OF THAT CERTAIN TRACT DESCRIBED AS 19.997 ACRES IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2012032637; ALL OF THAT CERTAIN TRACT DESCRIBED AS TRACT I CONTAINING 42.552 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC., OF RECORD IN DOCUMENT NO. 2017040134; ALL OF THE REMAINDER OF THAT CERTAIN 10.01 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2011045887; ALL OF THE REMAINDER OF THAT CERTAIN 30.007 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2011028626; ALL OF THE REMAINDER OF THAT CERTAIN 32.383 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC. OF RECORD IN DOCUMENT NO. 2009039509; ALL OF THAT CERTAIN TRACT DESCRIBED AS 30.000 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC. OF RECORD IN DOCUMENT NO. 2015036587; ALL OF THAT CERTAIN TRACT DESCRIBED AS 30.0 ACRES IN A WARRANTY DEED TO GREEN BUILDERS, INC., OF RECORD IN DOCUMENT NO. 2016045203; AND A PORTION OF THE REMAINDER OF THAT CERTAIN TRACT DESCRIBED AS 129.527 ACRES IN A WARRANTY DEED TO WILSON FAMILY COMMUNITIES, INC., OF RECORD IN DOCUMENT NO. 2008045286; ALL OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); ALSO BEING A PORTION OF SHELL ROAD, AN 80 FOOT WIDE PUBLIC RIGHT-OF-WAY DESCRIBED IN A WARRANTY DEED TO WILLIAMSON COUNTY OF RECORD IN VOLUME 1751, PAGE 872, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), SAID 317.08 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an "X" found scribed in sidewalk in the existing north right-of-way line of Bellaire Drive, a public right-of-way dedicated by the Georgetown Village Planned Unit Development Section Nine, Phase Eight, a subdivision of record in Document No. 2014078318, O.P.R.W.C.T., for the most southerly southeast corner of the herein described tract and the southeasterly corner of proposed Rosedale Lane; from which an "x" found scribed in sidewalk in said existing northerly right-of-way line of Bellaire Drive bears, S76°47′09″E, a distance of 47.78 feet;

**THENCE**, with the southerly line of the tract described herein, with the northerly right-of-way line of said Bellaire Drive, N76°47′09″W, a distance of 145.62 feet to an "X" scribed on sidewalk, for the southwesterly corner of the tract described herein, same being the southeasterly corner of that certain that certain 14.600 acre tract described in a Special Warranty Deed to Georgetown ISD of record in Document No. 2009066516, O.P.R.W.C.T.; and being the southwesterly corner of proposed Rosedale Lane;

**THENCE**, with the southwesterly line of the tract described herein, same being the westerly right-of-way line of said proposed Rosedale Lane, and the easterly line of said 14.600 acre Georgetown ISD tract, same being the westerly line of the remainder of said 129.527 acre tract, the following three (3) courses and distances:

- 10.82 feet along the arc of a curve to the left, with a radius of 10.00 feet, a central angle of 61°58'06", and whose chord bears N72°13'40"E, a distance of 10.30 feet to a 1/2-inch iron rod found (disturbed) for the point of curvature of a curve to the right;
- 40.08 feet along the arc of a curve to the right, with a radius of 73.00 feet, a central angle of 31°27'32", and whose chord bears N57°45'40"E, a distance of 39.58 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left; and
- 3. 10.81 feet along the arc of a curve to the left, with a radius of 10.00 feet, a central angle of 61°56'33", and whose chord bears N42°12'05"E, a distance of 10.29 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the point of curvature of a curve to the left;

**THENCE**, continuing with the southwesterly line of the tract described herein, same being the westerly right-of-way line of said proposed Rosedale Lane, in part with the easterly line of said 14.600 acre Georgetown ISD tract, and in part with the easterly line of that certain 25.918 acre tract described in a Special Warranty Deed to Georgetown ISD, of record in Document No. 2011045942, O.P.R.W.C.T., with the westerly line of the remainder of said 32.383 acre Wilson Family Communities, Inc. tract and with the westerly line of the remainder of said 30.007 acre Wilson Family Communities, Inc. tract, 1291.95 feet along the arc of a curve to the left, with a radius of 2440.00 feet, a central angle of 30°20'15", and whose chord bears N03°37'38"W, a distance of 1276.91 feet to a 1/2-inch iron rod with cap stamped "HALFF" set in the easterly line of said 25.918 acre Georgetown ISD tract;

**THENCE**, continuing with the southwesterly line of the tract described herein, in part with the westerly line of the remainder of said 30.007 acre Wilson Family Communities, Inc. tract, in part with the westerly line of the remainder of said 10.01 acre Wilson Family Communities, Inc. tract, with the easterly line of said 25.918 acre Georgetown ISD tract, N18°53'03"W, a distance of 314.36 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the northeasterly corner of said 25.918 acre Georgetown ISD tract, for an angle point of the tract described herein;

**THENCE**, continuing with the southwesterly line of the tract described herein, in part with the northerly line of said 25.918 acre Georgetown ISD tract, N77°36′08″W, at a distance of 1133.59 feet passing a 1/2-inch iron rod with cap stamped "HALFF" set at the intersection with the easterly right-of-way line of said Shell Road, same being the northwesterly corner of said 25.918 acre Georgetown ISD tract, same being the southwesterly corner of said 10.01 acre Wilson Family Communities, Inc. tract, in all a total distance of 1213.59 feet to a calculated point in the westerly right-of-way line of said Shell Road, same being in the easterly line of said Tract 1 called 1.552 acre Wilson Family Communities, Inc. tract;

**THENCE**, continuing with the southwesterly line of the tract described herein, with the westerly right-ofway of Shell Road, and the easterly line of said Tract 1 called 1.552 acre Wilson Family Communities, Inc. tract, S12°28′57″W, a distance of 72.66 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the most southerly corner of said Tract I described as 1.552 acres, same also being in the easterly line of Lot

29, Block C, Georgetown Village Planned Unit Development, Section Six, a subdivision of record in Cabinet CC, Slides 101-103, Plat Records of Williamson County, Texas (P.R.W.C.T.);

**THENCE**, continuing with the southwesterly line of the tract described herein, with the easterly line of said Lot 29, Block C, the following seven (7) courses and distances:

- N43°14′26″W, at a distance of 1.25 feet passing a 1/2-inch iron rod found with cap stamped "CBD 5780″, in all a total distance of 111.67 feet to a cotton spindle found with cap stamped "Capital Surveying, Inc." for an angle point;
- 2. N17°55'19"W, a distance of 192.17 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 3. N21°26′26″W, a distance of 212.04 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 4. N41°06'42"W, at a distance of 9.09 feet passing a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for the northwesterly corner of said 1.552 acre tract, same being the southwesterly corner of said Tract II described as 7.173 acres in said Warranty Deed to Wilson Family Communities, Inc., of record in Document No. 2010029370, O.P.R.W.C.T., in all a total distance of 166.51 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 5. N11°53'55"W, a distance of 327.93 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 6. N15°16'35"W, a distance of 198.34 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point; and
- 7. N15°15′36″E, passing the northeasterly corner of said Lot 29, Block C, same being the southeasterly corner of Lot 21, Block E, Creekside at Georgetown Village PUD, Phase 3, a subdivision of record in Document No. 2016049445, O.P.R.W.C.T., a total distance of 81.36 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for the northwesterly corner of said Tract II described as 7.173 acres, and the southwesterly corner of said 30.289 acre tract; for an angle point of the tract described herein;

**THENCE,** continuing with the southwesterly line of the tract described herein, with the easterly line of said Creekside at Georgetown Village PUD, Phase 3, N07°47′40″E, passing the northeasterly corner of said Lot 21, Block E, same being the southeasterly corner of Bowline Drive, a 60 foot wide public right-of-way dedicated by said Creekside at Georgetown Village PUD, Phase 3, passing the northeasterly corner of said Bowline Drive, same being the southeasterly corner of Lot 1, Block J, of said Creekside at Georgetown Village PUD, Phase 3, in all a total distance of 1237.76 feet to a ½-inch iron rod with cap stamped "HALFF" set for the northeasterly corner of said Lot 1, Block J;

**THENCE,** continuing with the southwesterly line of the tract described herein, same being the southwesterly line of said 30.289 acre tract, and the northerly line of said Creekside at Georgetown Village PUD, Phase 3, the following six (6) courses and distances:

1. N59°19'34"W, a distance of 61.89 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for an angle point;

County:	Williamson
Project:	Shell Road MUD Boundary
Halff AVO:	32312.005

- 2. S53°38'57"W, a distance of 36.66 feet to a 1/2-inch iron rod with cap stamped "HALFF" set at the point of curvature of a curve to the right;
- 151.44 feet along the arc of said curve to the right, with a radius of 330.00 feet, a central angle of 26°17'34", and whose chord bears S66°46'20"W, a distance of 150.00 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for an angle point;
- 4. N10°04'50"W, a distance of 60.00 feet to a cotton spindle set for an outside ell corner;
- 5. S80°05'57"W, at a distance of 65.77 feet passing a 1/2-inch iron rod found with cap stamped "CBD Setstone", at a distance of 91.36 feet passing a 1/2-inch iron rod found with cap stamped "CBD Setstone" for the northwesterly corner of said Lot 1, Block J, same being the northeasterly corner of Lot 14, Block J, of said Creekside at Georgetown Village PUD, Phase 3, in all a total distance of 124.71 feet to a calculated point for the point of curvature of a curve to the left; from which a mag nail found bears, S13°13'32"E, a distance of 0.40 feet; and
- 6. 364.91 feet along the arc of said curve to the left, with a radius of 330.00 feet, a central angle of 63°21′25″, and whose chord bears S48°17′08″W, a distance of 346.60 feet to a cotton spindle found for the most westerly corner of Lot 8, Block I, of said Creekside at Georgetown Village PUD, Phase 3, same being in the northerly line of Lot 3, Block I, of Creekside at Georgetown Village PUD, Phase 2, a subdivision of record in Document No. 2014058708, O.P.R.W.C.T.,

**THENCE**, continuing with the southwesterly line of the tract described herein, same being the southwesterly line of said 30.289 acre tract, and the northerly line of said Creekside at Georgetown Village PUD, Phase 2, N73°23'32"W, a distance of 697.46 feet to a 1/2-inch iron rod found with cap stamped "CBD Setstone", for the most westerly corner of said 30.289 acre tract, and the most westerly corner of the tract described herein, same also being in the southerly line of that certain 22.0206 acre tract described in a Correction Special Warranty Deed to Wilson Family Communities, Inc., of record in Document No. 2013095533, O.P.R.W.C.T., same being in the northerly line of Lot 19, Block B, of said Creekside at Georgetown Village PUD, Phase 2;

**THENCE**, with the northwesterly line of the tract described herein, same being the northerly line of said 30.289 acre tract, and the southerly line of said 22.0206 acre tract, the following six (6) courses and distances:

- 1. N39°21'00"E, a distance of 204.14 feet to 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 2. N62°35'11"E, a distance of 413.17 feet to a cotton spindle found with cap stamped "Capital Surveying, Inc." for an angle point;
- 3. N69°23'24"E, a distance of 115.90 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 4. N85°37′51″E, a distance of 503.32 feet to a 1/2-inch iron rod found for an angle point;
- 5. S01°06′44″W, a distance of 297.05 feet to a 1/2-inch iron rod found for an angle point; and
- 6. N85°48'23"E, a distance of 119.45 feet to a spindle found at the southeasterly corner of said 22.0206 acre tract;

**THENCE**, continuing with the northwesterly line of the tract described herein, same being the easterly line of said 22.0206 acre tract, the following five (5) courses and distances:

- 1. N09°15'06"E, at a distance of 63.73 feet passing a ½-inch iron rod with cap stamped "HALFF" set for the most westerly corner of said 124.708 acre tract, in all a total distance of 384.90 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 2. N08°10′49″E, a distance of 299.25 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point;
- 3. N34°28'50"E, a distance of 144.20 feet to a cotton spindle found with cap stamped "Capital Surveying, Inc." for an angle point;
- 4. N07°34'12"E, a distance of 132.10 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc." for an angle point; and
- 5. N55°28'27"E, at a distance of 275.19 feet passing a 1/2-inch iron rod found with cap stamped "Capital Surveying, Inc.", in all a total distance of 277.69 feet to a 1/2-inch iron rod with cap stamped "HALFF" previously set at the northeasterly corner of said 22.0206 acre tract, same being the northwesterly corner of said 124.708 acre tract, being in the southerly line of Tract "R", Open Space and Drainage Easement, Amended Plat of Sun City Georgetown Neighborhoods One and Two, a subdivision of record in Cabinet U, Slides 239-250, Plat Records of Williamson County, Texas (P.R.W.C.T.), for an angle point in the northwesterly line of the tract described herein; from which point a ½-inch iron rod bound bears, S70°48'43"W, a distance of 724.90 feet;

**THENCE**, continuing with the northwesterly line of the tract described herein, same being the northerly line of said 124.708 acre tract, and the southerly line of said Tract R, and generally with a wire fence, N70°48′43″E, at a distance of 160.60 feet passing a 1/2-inch iron rod found, at a distance of 1152.47 feet passing 0.20 feet south of a 1/2-inch iron rod found, in all a total distance of 2603.50 feet to a calculated point for the most northerly corner of this tract, from which point a ½-inch iron rod found bears, N23°34′25″W, a distance of 0.30 feet;

**THENCE**, with the easterly line of the herein described tract, same being the easterly line of said 124.708 acre tract, and generally with a wire fence, S23°34′25″E, a distance of 1516.04 feet to a 1/2-inch iron rod with cap stamped "HALFF" set on the northerly right-of-way line of Shell Road, for the southeasterly corner of said 124.708 acre tract;

**THENCE**, continuing with the easterly line of the herein described tract, over and across said Shell Road, S27°22′26″E, a distance of 80.01 feet to a 1/2-inch iron rod found in the southerly right-of-way line of said Shell Road, same being the northwesterly corner of a called 6.00 acre tract described in a Warranty Deed to Daniel E. Adkins, of record in Document No. 2002047344, O.R.W.C.T., and the northeasterly corner of Tract I containing 42.552 acres in said Warranty Deed to Green Builders, Inc. of record in Document No. 2017040134, O.P.R.W.C.T.;

**THENCE,** continuing with the easterly line of the tract described herein, the following seventeen (17) courses and distances:

- S19°34'38"E, with the east line of said 42.562 acre tract, a distance of 876.23 feet to a 1/2-inch iron rod found with cap stamped "RPLS 1847" at the southwest corner of said 6.00 acre Adkins tract, same being the northwest corner of the remainder of a called 119.096 acre tract described in a Cash Warranty Deed to The Adkins Ranch, Ltd., of record in Document No. 199553464, Official Records of Williamson County, Texas (O.R.W.C.T.), for an angle point;
- S19°37'03"E, with the west line of said 119.096 acre tract, a distance of 456.59 feet to a 1/2-inch iron pipe found for the southeast corner of said 42.552 acre tract, same being the northeast corner of Lot 35, Logan Ranch Section 1, a subdivision of record in Cabinet E, Slide 7, P.R.W.C.T., same also being the northwest corner of Lot 34A, Resubdivision of Lot 34, Logan Ranch Section 1, a subdivision of record in Cabinet E, Slide 7, P.R.W.C.T., a subdivision of record in Cabinet G, Slide 207, P.R.W.C.T., for an angle point;
- 3. S69°02′22″W, at a distance of 367.71 feet passing a 1/2-inch iron rod found in the concrete footing of a rock wall at the northwest corner of said Lot 35, same being the northeast corner of Lot 36B, Resubdivision of Lot 36, Logan Ranch Section 1, a subdivision of record in Cabinet E, Slide 9, P.R.W.C.T., at a distance of 735.68 feet passing a calculated point at the northwest corner of said Lot 36B, same being the northeast corner of Lot 37, of said Logan Ranch Section 1, from which point a ½-inch iron pipe found bears N31°00′04″W, a distance of 0.19 feet; at a distance of 1478.77 feet passing a calculated point for the southwest corner of said 42.552 acre tract, and the southeast corner of said 30.000 acre tract, same being in the north line of said Lot 38, Logan Ranch, Section 1, in all a total distance of 1612.06 feet to a ½-inch iron pipe found (disturbed) at the northwest corner of said Lot 38, same being the northeast corner of Lot 39, of said Logan Ranch Section 1, for an angle point;
- 4. S68°56′45″W, a distance of 591.94 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 39, same being the north corner of Lot 40, of said Logan Ranch Section 1; same being the southwest corner of said 30.0 acre Green Builders, Inc. tract; same also being in the east line of said 30.000 acre Green Builders, Inc. tract, for an inside ell corner of the herein described tract;
- 5. S21°07′24″E, with the east line of said 30.000 acre Green Builders, Inc. tract, and the west line of said Lot 40, a distance of 625.79 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 40, same being the northwest corner of Lot 41, of said Logan Ranch Section I, for an angle point;
- 6. S20°38'33"E, continuing with the east line of said 30.000 acre Green Builders, Inc. tract, at a distance of 237.57 feet passing a cotton spindle set for the southeast corner of said 30.000 acre Green Builders, Inc. tract, same being the northeast corner of said 19.997 acre tract, a total distance of 455.06 feet to a 1/2-inch iron rod found at the southwest corner of said Lot 41, same being the northwest corner of Lot 42, of said Logan Ranch Section 1, for an angle point;
- 7. S20°27′23″E, with the west line of said Lot 42, passing the southeast corner of said 19.997 acre tract, same being the northeast corner of said called 10.01 acre tract, a distance of 380.06 feet to a 3/8-inch inside diameter iron pipe found at the northwest corner of Lot 43A, Resubdivision of Lot 43, Logan Ranch Section 1, a subdivision of record in Cabinet N, Slide 92, P.R.W.C.T., for an angle point;
- 8. S20°06'22"E, with the west line of said Lot 43A, a distance of 188.35 feet to a 1/2-inch iron rod found for the southeast corner of said 10.01 acre tract, same being the northeast corner of said 30.007 acre tract, for angle point;

- 9. S22°55′29″E, passing the west common corner of said Lot 43A and Lot 43B of said Resubdivision of Lot 43, at a distance of 284.82 feet passing a 1/2-inch iron pipe found at the westerly common corner of said Lot 43B & Lot 44 of said Logan Ranch Section1, in all a total distance of 324.80 feet to a ½-inch iron rod found for an angle point;
- 10. S20°57'16"E, a distance of 339.27 feet to a 1/2-inch iron rod found with cap stamped "Capital Surveying Co. Inc.", for the southeast corner of said 30.007 acre tract, same being the most easterly corner of the remainder of said 32.383 acre tract, and the northeast corner of Lot 59, Block D, Georgetown Village Section Nine, Phases 9 &10, a subdivision of record in Document No. 2016019432, O.P.R.W.C.T., for an angle point;
- 11. S68°16'50"W, with the south line of the remainder of said 32.383 acre tract, same being the north line of said Block D, Georgetown Village Section Nine, Phases 9 & 10, at a distance of 49.22 feet passing a 1/2-inch iron rod found with "HALFF" cap at the northeasterly corner of Lot 64, of said Block D, at a distance of 104.33 feet passing a 1/2-inch iron rod found with "HALFF" cap at the northerly common corner of said Lot 64 and Lot 65, of said Block D, in all a total distance of 211.73 feet to a 1/2-inch iron rod found with "HALFF" cap in the north line of said Lot 65, for an angle point;
- 12. S86°35'33"W, continuing with the south line of the remainder of said 32.383 acre tract and the north line of said Block D, a distance of 560.09 feet to a 1/2-inch iron rod found with "HALFF" cap for the northwest corner of Lot 72, of said Block D, Georgetown Village Section Nine, Phases 9 & 10; same being the northeast corner of a remainder of said 129.527 acre tract, for an angle point;
- 13. N83°58'39"W, continuing with the south line of the remainder of said 32.383 acre tract and the northerly line of the remainder of said 129.527 acre tract, a distance of 191.85 feet to a ½-inch iron rod found with "HALFF" cap at a point of curvature of a curve to the right, same being in the proposed easterly right-of-way line of Rosedale Lane;
- 14. 462.08 feet along the arc of said curve to the right, with a radius of 2,500.00 feet, a central angle of 10°35′24″, and whose chord bears S06°26′09″W, a distance of 461.42 feet to an "X" set on sidewalk for the point of curvature of a curve to the left;
- 15. 10.82 feet along the arc of said curve to the left, with a radius of 10.00 feet, a central angle of 62°00'00", and whose chord bears S17°47'09"E, a distance of 10.30 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the point of curvature of a curve to the right;
- 16. 41.79 feet along the arc of said curve to the right, with a radius of 73.00 feet, a central angle of 32°48'07", and whose chord bears S33°17'14"E, a distance of 41.22 feet to a 1/2-inch iron rod with cap stamped "HALFF" set for the point of curvature of a curve to the left; and
- 17. 10.82 feet along the arc of said curve to the left, with a radius of 10.00 feet, a central angle of 62°00'00", and whose chord bears S45°47'09"E, a distance of 10.30 feet to the **POINT OF BEGINNING** and containing 317.08 acres of land, more or less, within these metes and bounds.

Page 8 of 8 March 14, 2019

NOTE:

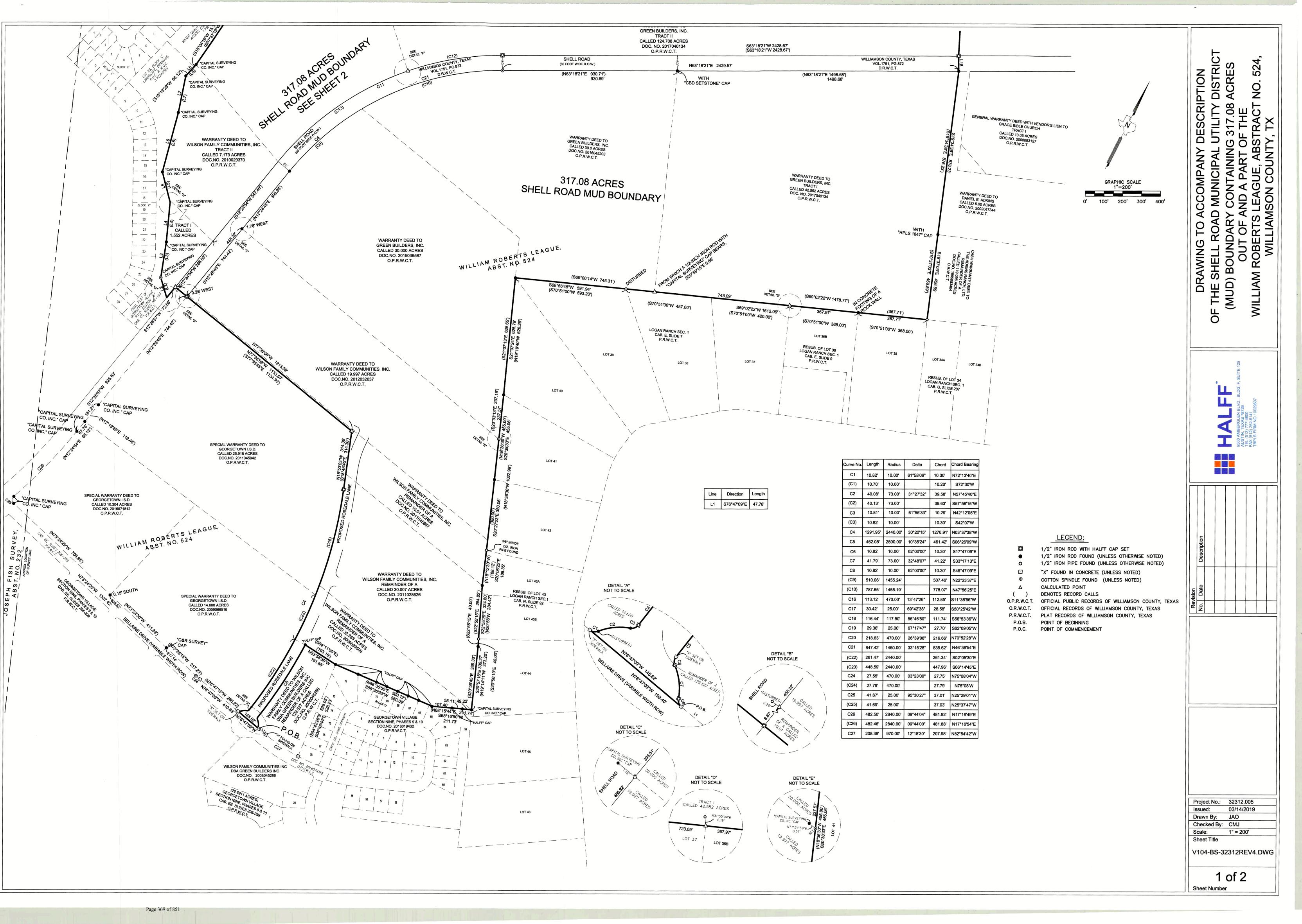
Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00012. Units: U.S. Survey Feet.

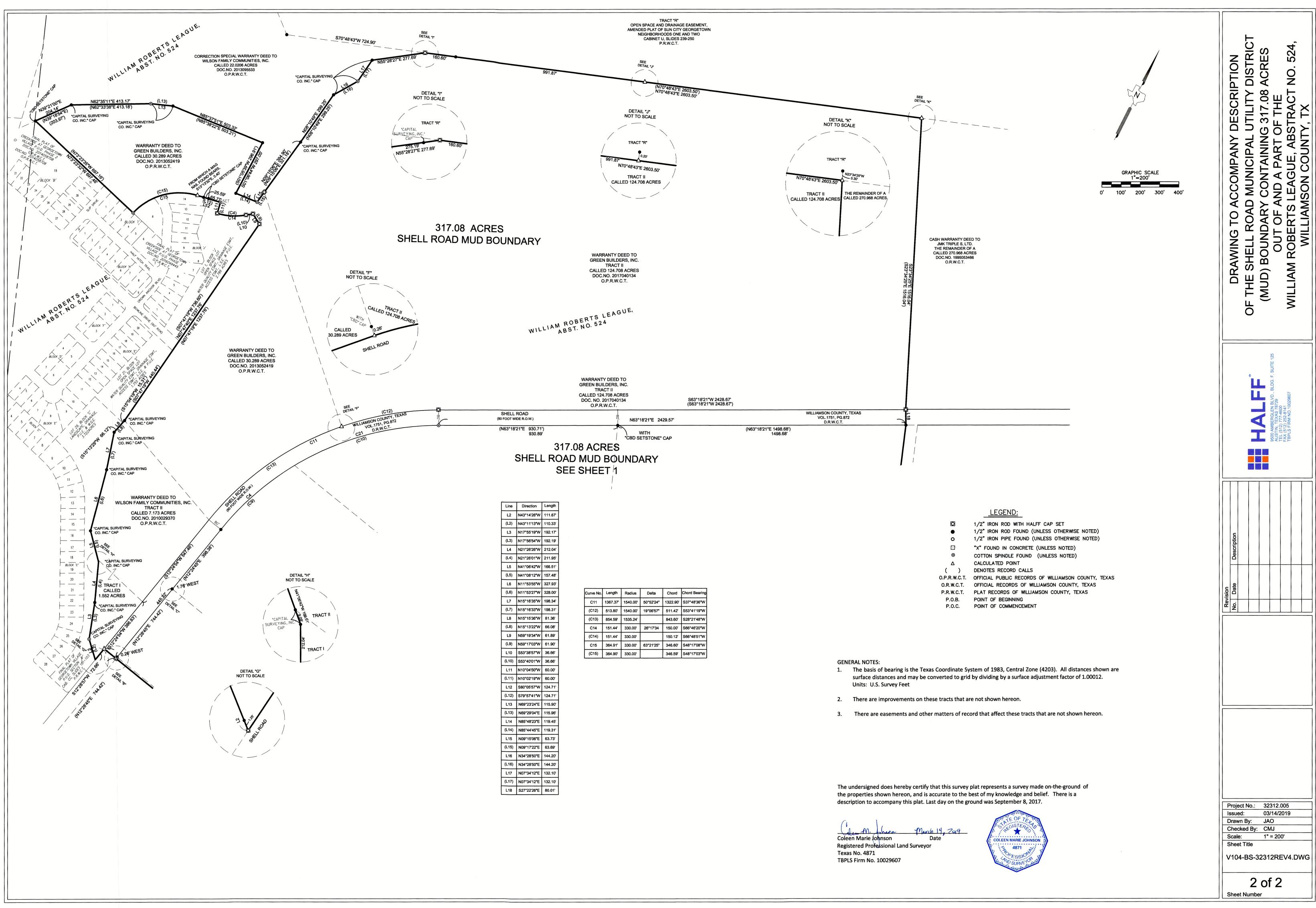
I, Coleen M. Johnson, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision. There is a plat to accompany this description. The last day on the ground was September 8, 2017.

March 14, Date

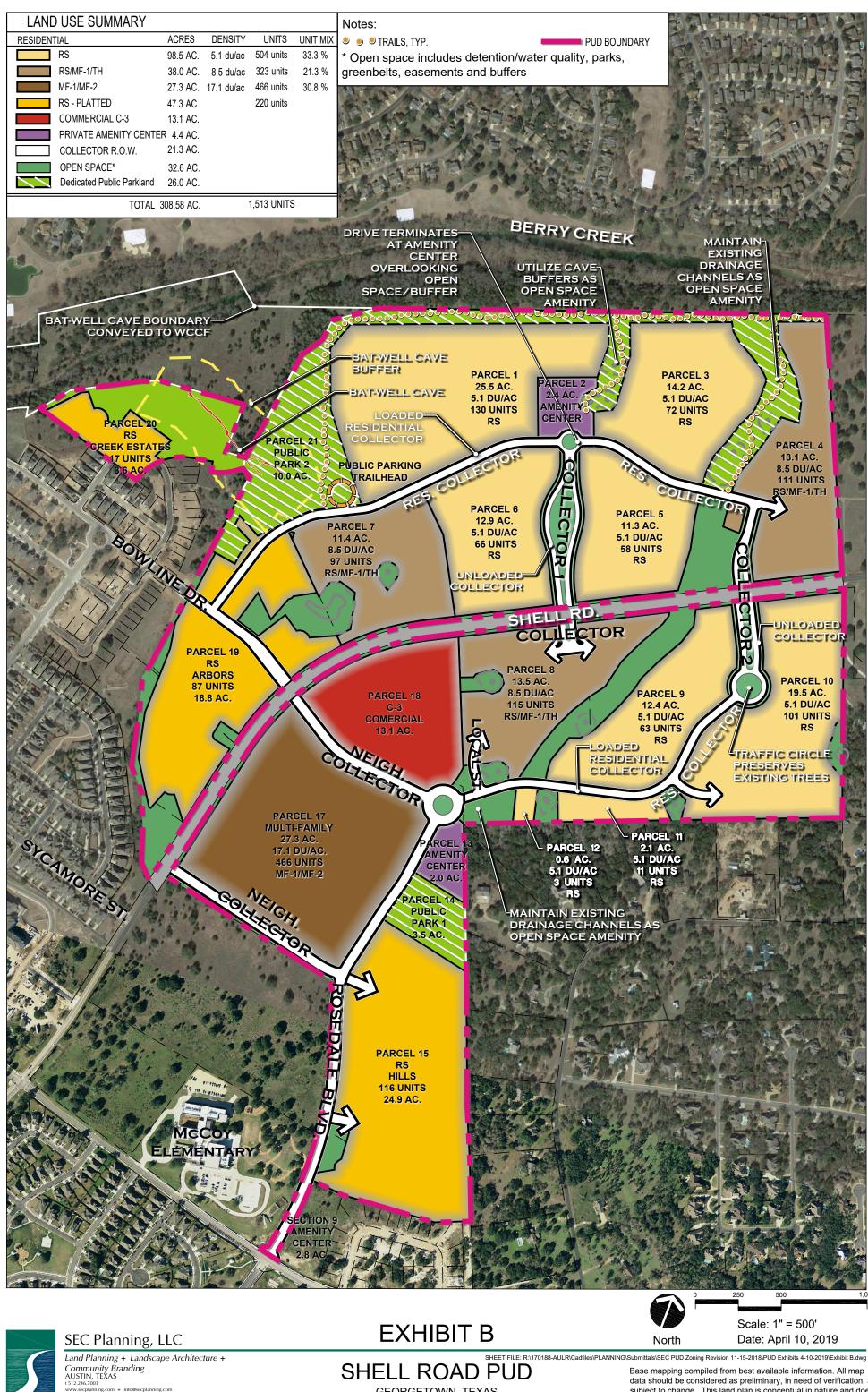
Coleen M. Johnson, R.P.L.S. Registered Professional Land Surveyor Texas Registration No. 4871 Halff Associates, Inc., TBPLS Firm No. 10029607 9500 Amberglen Blvd. Bldg. F, Suite 125 Austin, Texas 78729 512-777-4600







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data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

# EXHIBIT C

# RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, CONDITIONALLY CONSENTING TO CREATION OF A MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 317.08 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ALONG SHELL ROAD, NORTH OF THE INTERSECTION OF BELLAIRE DRIVE AND EXTENDING EAST AND WEST OF SHELL ROAD TO THE TERMINUS OF THE CITY IN GEORGETOWN, TEXAS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN A "CONSENT AGREEMENT" BETWEEN THE CITY AND THE OWNER; APPROVING Α RELATED PARKLAND **IMPROVEMENTS** AGREEMENT; MAKING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Green Builders, Inc. ("<u>Owner</u>") is the owner of that certain property consisting of approximately 317.08 acres, more or less, generally located along Shell Road, north of the intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the City in Georgetown, Texas, which is more particularly described by metes and bounds and surveyors sketch attached as Exhibit A to the Consent Agreement attached to this Resolution as <u>Attachment 1 (the "Land</u>").

WHEREAS, on or about May 3, 2018 Owner filed a Letter of Intent and Petition for Annexation of a 262.011 Acre Tract of Land in Williamson County, Texas

WHEREAS, the Land was annexed into the city limits of the City of the Georgetown, Texas via Ordinance No. 2019-19 adopted by the City Council of the City of Georgetown, Texas on March 26, 2019.

WHEREAS, on or about February 7, 2019 Owner also filed a Petition for Consent to Creation of a Municipal Utility District requesting the consent of the City Council of the City of Georgetown, Texas to the creation of a municipal utility district on the Land.

WHEREAS, Owner and the City have agreed to the creation of one (1) "in-city" or "city service" municipal utility district pursuant to Section 54.016 of the Texas Water Code, subject to the terms and conditions of the Consent Agreement attached hereto as <u>Attachment 1</u>.

WHEREAS, the City and Owner have also entered into that certain Parkland Improvements Agreement ("<u>PIA</u>") which is attached to <u>Attachment 1</u> as Exhibit F pertaining to Parkland Improvements (defined in the PIA) to be constructed on the Parkland (defined in the PIA) on the Land, which agreement is additional consideration for the City's consent to creation of a municipal utility district on the Land.

WHEREAS, the City and Owner have also reached agreement regarding certain utility and transportation matters pertaining to, among other things, the financial contribution to, and/or construction of, certain utility and transportation public improvements and the provision of city services to the Land as additional consideration for the City's consent to creation of a municipal utility district on the Land

WHEREAS, the City Council held a public hearing on May 14, 2019 on Consent Agreement, including the PIA attached thereto.

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

- 1. The City Council hereby finds that the foregoing recitals are true and correct and the recitals are hereby incorporated into this Resolution by reference for all purposes as set forth in full.
- 2. The City Council hereby approves the Consent Agreement attached hereto as <u>Attachment 1</u>, including the PIA attached thereto as Exhibit K.
- 3. The City Council hereby grants its conditional consent to creation of a municipal utility district on the Land, as those conditions are set forth in the Consent Agreement attached hereto as <u>Attachment 1</u>.
- 4. The Mayor is authorized to sign this Resolution, the Consent Agreement attached hereto as <u>Attachment 1</u>, and the PIA attached to <u>Attachment 1</u> as Exhibit F, and the City Secretary is authorized to attest.
- 5. This Resolution shall be effective immediately upon its adoption.

# Attachment List:

Attachment 1 - Consent Agreement

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

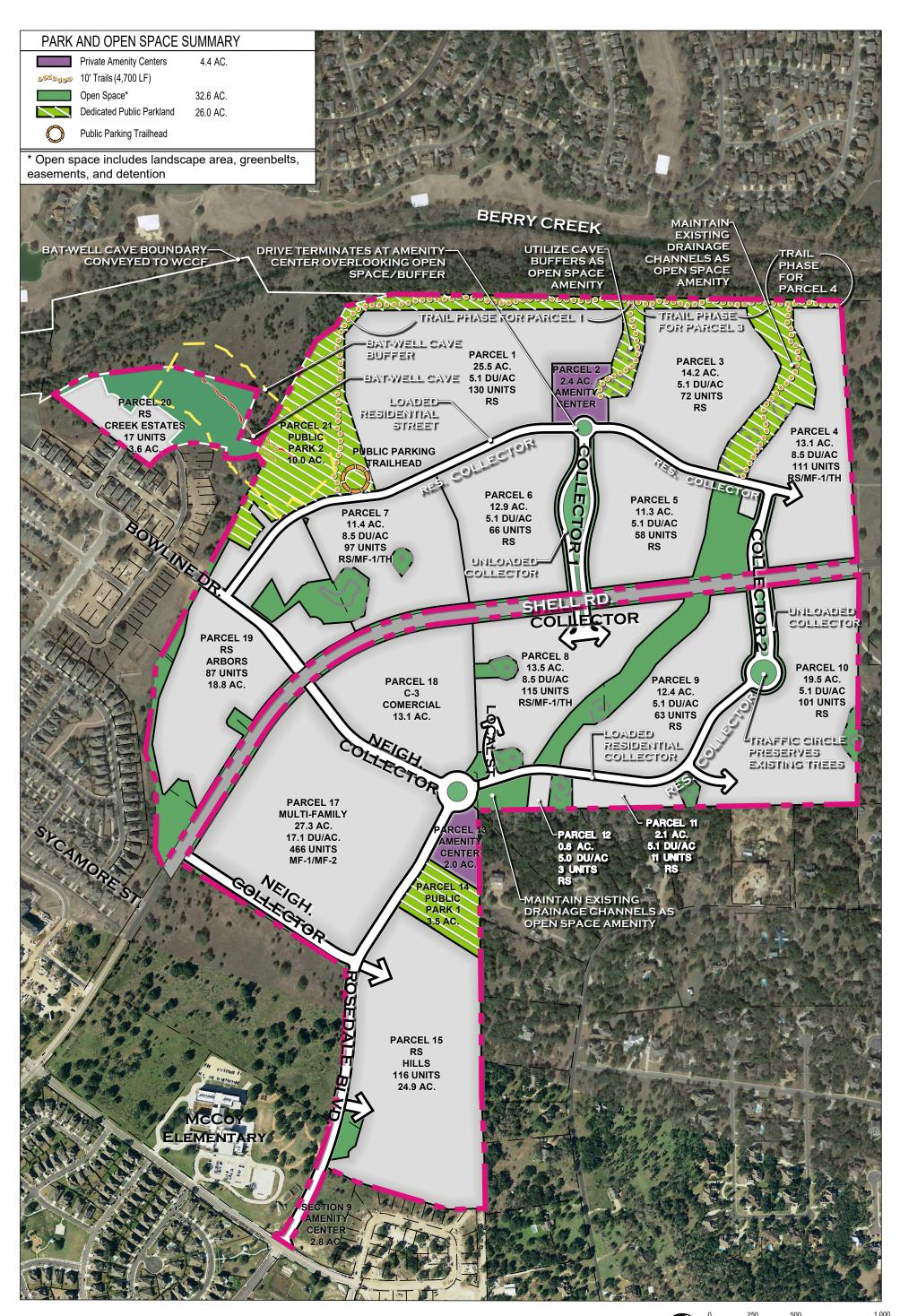
# ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore City Secretary Dale Ross Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney





# SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding AUSTIN, TEXAS 1512.246.7003 www.seqhanning.com + info@seqplanning.com

# EXHIBIT D PARKS

# SHELL ROAD PUD

GEORGETOWN, TEXAS

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Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

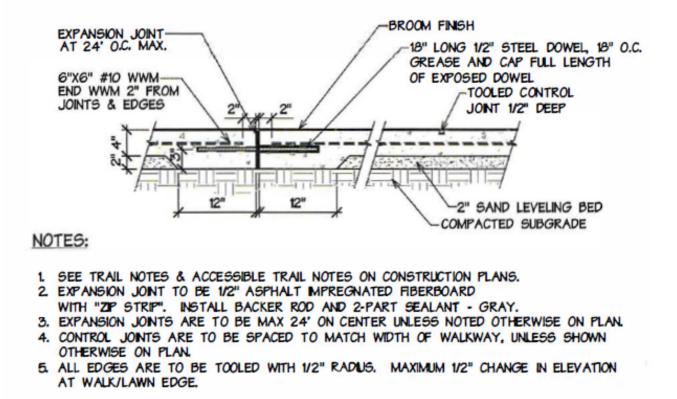
SHEET FILE: R:\170188-AULR\Cadfiles\PLANNING\Submittals\SEC PUD Zoning Revision 11-15-2018\PUD Exhibits 4-10-2019\Exhibit D - Park.dwg

#### **EXHBIT D-1 : Parkland Trail Design Standards**

**General Description:** The ten foot (10') wide, concrete, public, hike-and-bike trail to be constructed by Developer on the Parkland in the Shell Road MUD public park.

Trail width will be ten foot (10') wide. In limited areas, to navigate extreme topographical conditions:

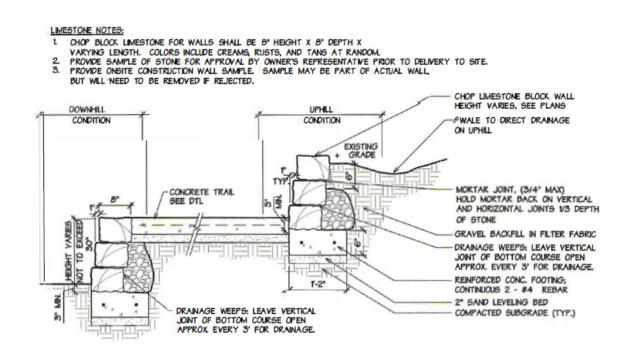
- 1. or preserve significant features such as rock formations, important vegetation, trees or other environmental features, trail width may be reduced to eight feet (8') for a maximum distance of fifty (50) feet.
- 2. Trail surface will be reinforced concrete, as detailed below:



- 3. The minimum vegetation cleared zone will be the trail width plus two (2) feet to either side of the trail and ten (10) feet vertical, unless the clear zone is limited due to extreme topographical conditions, important vegetation, trees or environmental features.
- 4. Whenever possible, sustained running grades will not exceed 5%, and cross slope 2%. A maximum of 8% may occur for distances no further than thirty (30) feet. In limited areas, due to extreme topographical conditions or environmental features, U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) will be followed. If trail is not feasible

under FSORAG guidelines, Developer will consult with City concerning alternate design options.

5. Retaining walls will only be used when absolutely necessary, to stabilize slopes and only if natural rock cut will not suffice. Retaining walls under forty-eight inches (48") tall shall be constructed of native materials, as detailed below:



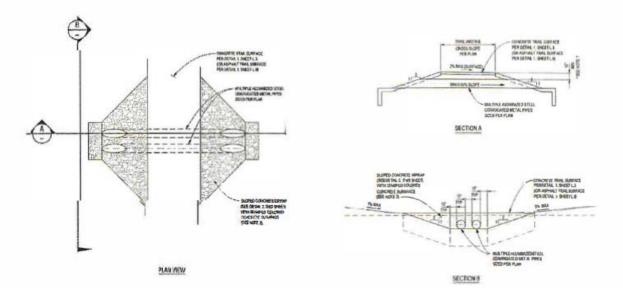
6. Stream and drainage crossings will be located in relatively narrow, shallow sections of drainage ways to minimize negative environmental impacts. Low water crossings will be used whenever possible, culverts or bridges will be used when agreed upon by Owner and City. Crossing types and examples are depicted below:



#### A. Low Water Crossing:

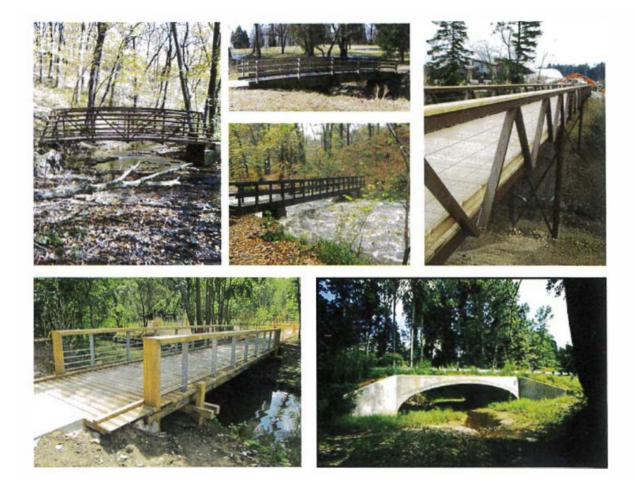
- a. Use an appropriate length slab or structure to protect the "wetted perimeter" of the natural flow channel.
- b. Protect the structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of the accelerated flows across the structure.
- c. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.





#### **B.** Culvert Crossing:

- a. Use an appropriate length slab or structure to protect the "wetted perimeter" of the natural flow channel.
- b. Culvert sizes appropriate for water shed and flow capacities. All culverts shall be aluminized metal pipe unless noted otherwise. Inlet and outfall pipes shall be cut to conform to slope.
- c. Protect the entire structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of possible accelerated flows across the structure.
- d. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.



#### C. Bridge Crossing:

a. The construction of bridges should be a last resort after other trail alignment or waterway crossing options have been considered. Where a bridge may be required, all

options shall be explored, including but not limited to: open bottom culvert, prefabricated or custom designs and may be constructed of a variety of materials.

- b. Possible locations will be determined based on environmental, accessibility and economic factors.
- c. Bridge landings and ramp grades will follow FSORAG. If trail is not feasible under FSORAG guidelines, Developer will consult with City concerning alternate design options.

#### EXHIBIT E

#### PARKLAND IMPROVEMENTS AGREEMENT between THE CITY OF GEORGETOWN and GREEN BUILDERS, INC.

This Parkland Improvements Agreement (the "Agreement") is entered by and between the City of Georgetown, Texas, a Texas home-rule municipal corporation situated in Williamson County (the "City") and Green Builders, Inc., a Texas corporation (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers.

**WHEREAS,** City, Developer, and Shell Road Municipal Utility District are Parties to a Consent Agreement pertaining to terms and conditions of the City's consent to creation of the municipal utility district attached hereto as Exhibit "A" (the "Consent Agreement"); and

WHEREAS, this Agreement provides the specifications and processes for the construction and approval of the Parkland Improvements (defined herein) on or within the Parkland (hereinafter defined); and

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### Article I Definitions

Capitalized words used herein that are defined in the Consent Agreement shall have the same meanings when used in this Agreement, and the definitions of those terms are hereby incorporated herein by reference for all purposes as if set forth in full. In addition to the terms defined elsewhere in this Agreement and in the Consent Agreement, the following terms and phrases used in this Agreement have the meanings set forth below:

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the construction of the respective Parkland Improvement; (ii) all necessary permits for the initiation of construction of the respective Parkland Improvement has been issued by the applicable governmental authorities; (iii) a general contract(s) for construction has been entered into and grading of land for the respective Parkland Improvement has commenced; and (iv) the PARD has issued a Notice to Proceed for the respective Parkland Improvement.

"Completion of Construction" shall mean that: (i) the respective Parkland Improvement has been substantially completed; (ii) the City has inspected the respective Parkland Improvement; and (iii) the PARD has approved and accepted the respective Parkland Improvement.

"Neighborhood Park(s)" shall mean two (2) neighborhood parks each a minimum of three acres in size to be constructed within the Parkland located on the north and south side of Shell Road with equal levels of service to be known as the "North Park" and "South Park", including but not limited to playgrounds and other recreational features as approved by the PARD.

"Parks and Recreation Department" or PARD shall mean the City of Georgetown's Parks and Recreation Department.

#### Article II Term

The term of the Agreement begins on the last date of execution hereof (the "Effective Date") and, unless terminated in accordance with other provisions of this Agreement, continues until the Parties' obligations hereunder are completed.

### Article III Designation of Representatives

3.1 The City designates the Director of the Parks and Recreation Department (the "PARD") as its authorized representative to act on the City's behalf with respect to this Agreement.

3.2 Developer designates Gary Newman, Manager as its authorized representative to act on the Developer's behalf with respect to this Agreement.

3.3 The Parties may designate other or different representatives from time to time by written notice to the other Party.

#### Article IV Responsibilities of Developer

4.1 <u>Parkland Improvements</u>. Developer shall, at no cost to the City, construct or cause to be constructed in the Parkland Improvements generally identified on the attached <u>Exhibit A</u> (collectively, the "Parkland Improvements," and each a "Parkland Improvement").

4.2 <u>Parkland Improvements Construction Schedule</u>.

(a) <u>General</u>. Developer shall cause Commence of Construction and Completion of Construction of the Parkland Improvements on or before the deadlines set forth in this Section.

(b) <u>Commencement of Construction</u>. Developer shall cause Commencement of Construction of the respective Parkland Improvement as set forth below.

- (i) <u>North Park</u>. Developer shall cause the Commencement of Construction of the North Park to occur the earlier of: (i) development of an adjacent parcel; (ii) when the 200th single family building permit is issued on the northern side of Shell Road; provided however if there is no road access to the site of the North Park, the Developer shall provide a financial security in favor of and approved by the City in the amount of One Hundred Twenty-Five percent (125%) of the estimated cost as determined by the City to construct the North Park and the road extension; and (iii) December 31, 2025, provided City has begun the issuance of building permits for single family dwelling units on the northern side of Shell Road.
- (ii) South Park. Developer shall cause the Commencement of Construction of the South Park to occur the earlier of: (i) development of an adjacent parcel; (ii) when the 200th single family building permit is issued on the southern side of Shell Road; provided however if there is no road access to the site of the South Park, the Developer shall provide a financial security in favor of and approved by the City in the amount of One Hundred Twenty-Five percent (125%) of the estimated cost as determined by the City to construct the South Park and the road extension; and (iii) December 31, 2025, provided City has begun the issuance of building permits for single family dwelling units on the southern side of Shell Road.

(b) <u>Completion of Construction</u>. Developer shall cause Completion of Construction of the respective Parkland Improvement to occur within one hundred eighty (180) days after receipt of Notice to Proceed for the respective Neighborhood Park.

4.3 At least ninety (90) calendar days prior to the Commencement of Construction deadlines set forth in Section 4.2 Developer shall submit to the City through the City's Planning Department a detailed description of each of the Parkland Improvements for review by the PARD (the "Parkland Improvements Description"). The Parkland Improvements Description shall include, for each Parkland Improvement, the following information: a detailed description, purpose, size, location, construction/installation schedule, plans, specifications, construction documents, construction access, and the estimated cost of constructing each Parkland Improvement as determined by a professional engineer. The Parkland Improvements Description shall also include a site plan that provides grading, landscaping, and irrigation information, at a minimum. The Developer shall cooperate with reasonable requests of the PARD for additional information. The Developer shall use only the City-approved Parkland Improvements Description, site plan, construction plans, and specifications for the Parkland Improvements (collectively, the "Plans") for construction of the Parkland Improvements.

4.4 All work must be performed in compliance with the codes and standards of the City, including but not limited to the Governing Regulations, the Parkland Trail Design Standards, the City Code of Ordinances, the Unified Development Code, Construction Specifications and Standards, Drainage Criteria Manual, Building Codes, Fire Codes, Inspection

Guidelines, and Development Manual to the extent that same are applicable to the construction of the Parkland Improvements (collectively, the "Standards") and with the Plans. All work performed under this Agreement by Developer and its contractors (the "Contractors") must also be free from design and construction defects at the time of completion. In addition, Developer shall follow all City ordinances and other rules and regulations regarding permits and approvals related to activities and construction of the Parkland Improvements, as well as those of any other governmental entity having jurisdiction.

4.6 Construction shall not commence on a Parkland Improvement until PARD has issued a written "Notice to Proceed" for Parkland Improvement(s) for which the City, in its regulatory capacity, has approved Plans. A Notice to Proceed shall be issued within three (3) calendar days after PARD has approved the Plans. If requested by the PARD, the Developer shall attend a pre-construction meeting.

4.7 Subject to force majeure events and delays caused by governmental authorities, Developer shall diligently prosecute completion of the Parkland Improvements and coordinate all construction activity with designated PARD staff following issuance of the Notice to Proceed.

4.8 Upon completion of each Parkland Improvement, Developer shall request inspection by e-mail and/or phone, plus deliver to the PARD written notice that construction of such Parkland Improvement has been completed and is ready for a final inspection; the Developer may combine requests for inspections of Parkland Improvements. The Developer shall promptly respond to the City's inspection(s) results, including correcting any deficiencies identified by the PARD and/or City engineer. The Developer shall seek to correct any deficiencies within ten (10) calendar days and inform the PARD in writing that the correction will require longer period to correct, if it requires reordering parts to a specific Parkland Improvement. This process will repeat until the City finds the Parkland Improvements are in conformance with the approved Plans.

4.9 Following the inspection process outlined above and prior to the City's acceptance of the Parkland Improvements and the Plans, the Developer must submit in writing to the City that the Maintenance Security required by Article VI of this Agreement is in place and submit a set of construction plans for the Plans certified as "as-built" by the engineer responsible for preparing the Plans (collectively, the "Completion Notice"). The Completion Notice shall be submitted to the City not more than thirty (30) days following the City's communication to the Developer that the Parkland Improvements are in conformance with the approved Plans. The Developer shall promptly revise or add to the Completion Notice based upon the review of the PARD and/or City engineer.

4.10 Not later than the date that is thirty (30) days after the last to occur of the following events: (i) the City's acceptance of the last of the Parkland Improvements required to be constructed in the Parkland under this Agreement and the Consent Agreement, (ii) the City's acceptance of the Trailhead Parking Lot, or (iii) the City's acceptance of the Completion Notice (defined below) by the PARD, the Developer shall transfer by separate instrument in a form approved by the City Attorney the Parkland and the respective Parkland Improvement (and the associated Trailhead Parking Lot) to the City, subject to Developer's maintenance obligations as

provided in Section VI of this Agreement and to the City's approval of the title commitment and form of deed (if transferred to the City via separate instrument), after which the City will assume ownership of the completed Parkland and respective Parkland Improvement (and the associated Trailhead Parking Lot), subject to Developer's maintenance obligations as provided in Section VI of this Agreement and to the City's approval of the title commitment and form of deed (if transferred to the City via separate instrument).

4.11 Developer shall be solely responsible for all costs of design and construction of the Parkland Improvements. Any increases in the actual costs of the design and construction of the Parkland Improvements, including cost increases, change orders and overruns shall be borne by Developer. Costs include, but are not limited to, landscaping costs, labor costs, site restoration and re-vegetation costs, materials costs, engineering costs, utility connection fees, permits, and inspection fees, if imposed by the City, incurred in the design and construction of the Parkland Improvements.

4.12 To secure the Developer's obligations to design and construct the Parkland Improvements, Developer shall provide a financial guarantee of performance in the amount of One Hundred Twenty Five Percent (125%) of the total estimated cost of constructing the Parkland Improvements (the "**Construction Security**"), as determined by a professional engineer and approved by the City's designated engineer. The Construction Security may be a Letter of Credit, Trust Agreement or Performance Bond in a form approved for use in the City's Development Manual. If at any time the City's designated engineer determines, in his or her opinion and at his or her discretion, the cost of constructing the Parkland Improvements may exceed the Construction Security, within thirty (30) days after notice and demand, the Developer shall provide additional Construction Security in an amount equal to the additional estimated cost.

#### Article V Responsibilities of the City

5.1 City and PARD staff shall use good faith efforts to assist Developer in securing all permits and performing inspections necessary to construct the Parkland Improvements. Developer and its Contractors shall coordinate with City staff to provide any information in the possession or control of Developer or its Contractors that is necessary or will facilitate applications for permits and approvals.

5.2 Following submittal of the Plans by the Developer to the City through the Planning Department, the City shall acknowledge receipt of the Plans and provide the Developer with the results of its Completeness Check within ten (10) calendar days. Within thirty (30) calendar days of receipt of the Plans, City shall respond to Developer by either approving the Plans or conditionally approving the Plans subject to additional requirements or alterations mutually acceptable to Developer and PARD. Failure of the PARD to respond to the submittal of the Plans within the 30-day period shall not be deemed to be acceptance of same by the PARD or the City. The City's review of the Plans shall repeat until it approves the Plans. The PARD may request a pre-construction meeting to which the Developer shall attend.

5.3 The City shall have the right to inspect each Parkland Improvement during and at the completion of construction; provided, however, that the City shall provide twenty-four hours advance notice to Developer before coming on site during active construction to allow Developer to take appropriate site safety precautions. It will be the City's intent to provide next business day inspections following the Developer's request for inspections as defined in this Agreement; however, no notice will be required prior to an inspection that is in response to the Developer's request for an inspection or to address an emergency.

5.4 The City will notify the Developer if an inspection reveals that any portion of a Parkland Improvement is not constructed in substantial accordance with the Plans or the Standards. However, the City is not responsible for the construction of the Parkland Improvements, the quality of the material, or the construction methods utilized. In addition, the City is not responsible for making continuous on-site inspections of the construction work and the City has no privity with or responsibility for Developer's Contractors or any subcontractors during construction; provided, however, that privity may subsequently exist after construction with the assignments of warranties to the City.

5.5 Within fourteen (14) calendar days of receipt of the Completion Notice, the City shall respond to the Developer by either submitting a list of items still requiring completion or modification, requesting additional information, or by accepting the Completion Notice. Final approval of the Plans, including all Parkland Improvements, shall be evidenced by a letter of approval from PARD, but shall not be valid unless and until the Maintenance Security required by Article VI of this Agreement is in place. Failure to respond to a Completion Notice within the 14-day period shall be not deemed approval by the PARD or the City.

5.6 The City shall own and assume the maintenance of the Parkland and Parkland Improvements following City acceptance of the Completion Notice for the respective facility or improvement following Completion of Construction thereof.

5.7 <u>HOA Supplemental Maintenance</u>. The City will allow the HOA or property owners association to provide additional or supplemental maintenance to the Parkland and Parkland Improvements pursuant to an approved agreement between the City and such HOA which provides the same or better maintenance as required by the City regulations and standards for similar park improvements and areas.

#### Article VI Warranties and Maintenance

6.1 Developer hereby warrants that each Parkland Improvement will be free from defects for a period of one (1) year from the date the City accepts the construction of said Parkland Improvements (the "Maintenance Period"). The Developer shall correct and repair, or cause to be corrected and repaired, any defects in materials or workmanship of an improvement in the Parkland Improvements that occurs before and during the Maintenance Period due to any cause; provided, however, that Developer shall not be responsible for any damage, defect or repair caused by the negligence or willful misconduct of the City. Developer shall, at the time of dedication or transfer to the City of the Parkland, assign to the City, without further recourse

against Developer, all warranties that Developer may have received with respect to each Parkland Improvement. All transfers of Parkland Improvements to the City under this Agreement shall include transfers of associated warranties, bonds, and guarantees.

6.2 For all Parkland Improvements, as a condition of the City's acceptance of dedication of the Parkland, and to secure the Developer's warranty obligations during the Maintenance Period, the Developer shall provide a maintenance bond, letter of credit, cash escrow, or other form of security acceptable to the City in the amount of Twenty Five Percent (25%) of the total cost of constructing all of Parkland Improvements (the "Maintenance Security"). The Maintenance Security, if a bond, must be in a form approved for use in the City's Development Manual. The Parkland Improvements must meet the Standards and Plans at the end of the Maintenance Period for the City to release the Maintenance Security.

#### Article VII Liability and Indemnification

7.1 Indemnification.

DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS (a) CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ATTORNEYS. ASSIGNS (THE "INDEMNIFIED PARTIES"), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY DEVELOPER, ITS PARTNERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS, (THE "DEVELOPER PARTIES"); (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE DEVELOPER PARTIES IN THIS AGREEMENT OR IN A PARKLAND IMPROVEMENT DESCRIPTION; (C) THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE DEVELOPER PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE BUT ARE NOT LIMITED TO CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. DEVELOPER'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE INDEMNIFIED PARTIES OR BREACH OF ANY OF SUCH PARTIES' OBLIGATIONS UNDER THIS AGREEMENT. THE DEVELOPER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(b) City shall give Developer written notice of a Claim asserted against an Indemnified Party. Developer shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Developer of any obligations in this Agreement. In no event may Developer admit liability on the part of an Indemnified Party without the written consent of the City Council.

7.2 Developer shall give notice of any Claim made against any of the Developer Parties, a Contractor, or a vendor, related to the Parkland Improvements, Developer shall provide written notice of such claim to the City Attorney within five (5) calendar days of the date that Developer or any of its employees, agents, or representatives first have actual (not constructive) notice of the Claim. Notification from Developer shall include the names and addresses of the person, firm, corporation, or other entity making the Claim and, if known, the basis and alleged amount of the Claim.

7.3 Developer shall require all its Contractors to indemnify City as provided in this Article.

#### Article VIII Insurance; Bonds

8.1 Developer shall require its Contractors to procure and maintain in full force and effect for the duration of this Agreement insurance coverages in accordance with the insurance requirements as set forth in *Exhibit B*.

8.2 Developer shall also require performance and payments bonds from its Contractors in the full amounts of its contract sum(s) for the Parkland Improvement(s).

### Article IX Default

- 9.1 Events of Default. The following are Events of Default under this Agreement:
  - (a) Developer's failure to design the Parkland Improvements as required to comply with the Standards and Plans;
  - (b) Developer's failure to construct the Parkland Improvements as required to comply with the Standards and Plans or within the timeframe required by this Agreement;
  - (c) Developer's failure to provide the City with a complete set of construction plans for each Parkland Improvement, certified "as built" by the engineer responsible for preparing the approved Plans and such failure continues for a period of 10 business days following issuance of such certified "as built" plans;

- (d) Developer's failure to comply with the warranty that the Parkland Improvements will comply with the Standards and Plans during the Maintenance Period, or failure to post and maintain the Maintenance Security as required by this Agreement;
- (e) Developer's failure to provide additional Construction Security within thirty (30) days after written notice and demand;
- (f) The acquisition of the Land by any creditor of Developer through foreclosure or an assignment or conveyance in lieu of foreclosure; and/or
- (g) Developer's failure to comply with any other term, condition or provision of this Agreement.

An Event of Default may be cured under Article X.

9.2 <u>Notice of Default and Intent to Draw</u>. The City shall provide written notice of default and intent to draw on the Construction Security or Maintenance Security, as applicable, to Developer with a copy of the notice to any Surety, lender, or Trustee. The notice will identify the Event of Default and City may, in its sole discretion, provide an opportunity for Developer to cure the default. Upon default, or if Developer fails to cure the default as expressly allowed by City, the City shall be entitled to draw the amount necessary to perform the Developer's obligations under this Agreement up to the total amount of Construction Security and/or Maintenance Security, as applicable. The City may, at its option and discretion, accept substitute security instead of, or in addition to, drawing on the Construction Security and/or Maintenance Security.

- 9.3 <u>Use of Construction Security and/or Maintenance Security</u>.
  - (a) The City may use the Construction Security and/or Maintenance Security for the purpose of completing the Parkland Improvements in accordance with the Standards and Plans or to correct, repair or reconstruct the Parkland Improvements to achieve compliance with the Standards and Plans.
  - (b) The City may, at its option and in its discretion, complete some or all the unfinished Parkland Improvements at the time of default, regardless of the extent to which development has taken place or whether development ever commenced, without incurring any obligation to complete any of the unfinished Parkland Improvements.
  - (c) The City's draw on the Construction Security and/or Maintenance Security and use of Construction Security and/or Maintenance Security to complete, correct, repair, or reconstruct the Parkland Improvements is not an acceptance of the dedication of the Parkland Improvements. The

acceptance of the Parkland Improvements is specifically and expressly conditioned on the delivery to the City of Parkland Improvements constructed to comply with the Standards and Plans or the express order of acceptance by the City Council.

- (d) Construction Security proceeds and/or Maintenance Security proceeds obtained by the City pursuant to one or more draws shall be maintained by the City in an account or accounts until such funds, together with accrued interest thereon, if any, ("**Escrowed Funds**") are disbursed by the City.
- (e) The City shall disburse the Escrowed Funds as Public Improvements are completed, corrected, repaired or reconstructed by the City, or in accordance with the terms of a written construction contract between the City and a third party for the construction of the Public Improvements.
- (f) The City will release the Construction Security, and the Escrowed Funds, if any, within thirty (30) days following acceptance of all the Parkland Improvements by the City if Maintenance Security for all the Parkland Improvements has been provided by Developer. If a Maintenance Security has not been provided within thirty (30) days following acceptance of the Parkland Improvements, the Construction Security, and the Escrowed Funds, if any, shall be reduced to an amount that is 25% of the total cost of the construction of the Parkland Improvements.
- (g) For all Parkland Improvements, upon the expiration of the Maintenance Period, if there are no existing defects in or failures of said Parkland Improvements the Developer is required to correct, repair or reconstruct, the City's designated engineer will recommend release of the Maintenance Security and/or the remaining Construction Security and/or the remaining Escrowed Funds. The City will release the Maintenance Security and/or the remaining Construction Security and/or remaining Escrowed Funds within thirty (30) days after the City's designated engineer's recommendation.
- (h) The Developer has no claim or rights under this Agreement to Construction Security proceeds, Maintenance Security proceeds, or Escrowed Funds, to the extent used by the City.

#### Article X Notice to Cure; Termination

10.1 If Developer fails to properly or timely fulfill its obligations under this Agreement, the City shall notify Developer in writing of the Event of Default. Developer shall have thirty (30) calendar days from receipt of such notice in which to cure any such Event of Default. If the Event of Default cannot be reasonably cured within said thirty (30) day period, and Developer has diligently pursued such remedy as shall be reasonably necessary to cure the

Event of Default, then the Parties may (but are not required to) agree in writing to an extension of the period in which the Event of Default must be cured.

10.2 If, however, Developer has not cured the Event of Default as specified in the written notice or any extension within the time provided, or if Developer dissolves, becomes inactive, voluntarily files for bankruptcy or take other actions to protect it from its creditors, then the City shall have the right to terminate this Agreement and/or to pursue any other remedy available under the law. Any termination shall be made by sending a written Notice of Termination to the Developer. This Notice of Termination shall be effective for all purposes when addressed to Developer at the address for notice provided in this Agreement and deposited in the U.S. Mail, postage prepaid and mailed Certified Mail, Return Receipt Requested.

10.3 On receipt of the Notice of Termination, Developer shall immediately stop performance of work under this Agreement (unless the Notice directs otherwise) and deliver all plans, specifications, warranties, guarantees, bonds, documents, reports, and other information accumulated in performing this Agreement (whether finished or in process) to City within ten (10) business days, or as otherwise stated in the Notice of Termination; provided, however the delivery of any such reports, etc. shall be on an "as is" basis and Developer shall have no obligation to cause such reports, etc. to be transferred to the City or PARD if a fee is to be incurred as a result of such transfer. Developer shall send written notice to the City if a report is not transferred because a fee will be incurred. Upon depositing the Notice of Termination with the U.S. Mail as specified above the City is authorized to immediately assume possession and control of the Parkland Improvements (whether completed), and the plans and specifications, bonds, warranties, guaranties, and other rights relating to the Parkland Improvements. On termination, all parts and equipment and the Parkland Improvements (whether fully or partially constructed) shall become the property of the City and the City may take full possession thereof.

10.4 At any time without prior notice for health and safety reasons, and at any other time with thirty (30) calendar days prior notice, the City may suspend the work or any portion of the work by written notice to Developer stating the date on which Developer shall resume the work. Developer shall resume the work on the date stated in the City's notice. Developer shall receive an extension of time to perform equal to the time work is suspended.

10.5 Notwithstanding anything to the contrary in this Agreement, the obligations of Developer under Article VI of this Agreement pertaining to the required Maintenance Security shall survive termination and Developer shall continue to be obligated to obtain and maintain same in accordance with the terms of Section VI of this Agreement.

#### Article XI. Condition of Premises; Disclaimer of Warranties

Neither the City nor any agent, employee, or representative of the City is authorized to make or has made any warranties or representations of any kind or character, expressed or implied, with respect to the physical condition of the Parkland or any Parkland Improvement or its fitness or suitability for any particular use.

#### Article XII Miscellaneous Provisions

12.1 <u>Cooperation</u>. The City and Developer and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any part hereof or any actions taken hereunder by any Party, the City, Developer and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement while allowing each Party to effect the benefits of this Agreement to it.

12.2 <u>Exhibits, Headings, Construction, and Counterparts</u>. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

12.3 <u>Entire Agreement</u>. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.4 <u>Applicable Law and Venue</u>. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue shall be in the state district court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

12.5 <u>Independent Contractor</u>. It is understood and agreed by, and between the Parties that each Party, in satisfying the conditions of this Agreement, is acting independently, and that each Party assumes no responsibility or liabilities to any third party in connection with these actions. All duties and obligations of each Party shall be in the capacity of an independent contractor, and not as an agent or employee of the other Party.

12.6 <u>Notice</u>. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party,

or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. Courtesy copies shall be sent by email to each party as available. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:

City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: City Manager

City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: Parks and Recreation Director

City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: City Finance Director

City of Georgetown P. O. Box 409 Georgetown, Texas 78627 Attn: City Attorney

Developer:

Green Builders, Inc. 11900 Jolleyville Road, #204266 Austin, Texas 78720

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. The Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

12.7 <u>Successor and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.8 <u>Severability</u>. 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.9 <u>Amendment</u>. The Parties may not amend this Agreement, except in a written agreement executed by authorized representatives of the Parties.

12.10 <u>Waiver</u>. The Parties may not waive any provision in this Agreement, except pursuant to a written waiver executed by the Parties. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

12.11 <u>No Recourse</u>. No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of the City, whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.

12.12 <u>No Joint Venture, Partnership, Agency</u>. This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties.

12.13 <u>Assignment</u>. No Party may assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this Section is void.

12.14 <u>Authority to Execute</u>. Each Party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or with respect to City's governmental immunity under the Constitution and laws of the State of Texas.

12.15 <u>Amendment</u>. This Agreement may be amended by the mutual written agreement of the Parties.

### (signature pages to follow)

EXECUTED this day of _	, 2019.
------------------------	---------

CITY: CITY OF GEORGETOWN, TEXAS

Ву: \_\_\_\_\_

Dale Ross, Mayor

ATTEST:

By:\_\_

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:\_\_\_

Charlie McNabb, City Attorney

STATE OF TEXAS § COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(SEAL)

Notary Public, State of Texas

DEVELOPER:		GREEN BUILDERS, INC.
		By:
		Name:
		Title:
THE STATE OF TEXAS	\$ \$	
COUNTY OF TRAVIS	§	
This instrument was acknow	vledged before	me on this day of,
	-	of Green Builders, Inc., a Texas
corporation, on behalf of said		

(SEAL)

Notary Public, State of Texas

#### EXHIBIT A

#### PARKLAND IMPROVEMENTS

	Parkland Improvements –Parkland
1	Shade pavilion
2	Playscape for children 2-5 years of age
3	Playscape for children 5-12 years of age
4	Active areas for unorganized play or practice
5	Picnic area with benches, picnic tables, and cooking grills
6	Trash cans
7	Landscaping
8	Irrigation System

#### EXHIBIT B

#### **INSURANCE REQUIREMENTS**

- 1. CONTRACTOR shall purchase and maintain insurance in the types and amounts indicated below for the duration of the Agreement (unless a longer duration is specified), which shall include items owned by the City of Georgetown, Texas ("OWNER") in the care, custody and control of CONTRACTOR prior to and during the term of the Contract and all warranty periods. Failure to purchase and maintain the required insurance shall be grounds for Termination of the Agreement or Suspension of the Work by OWNER. Except for the Worker's Compensation policy, the other insurance policies required by the Agreement to be obtained by CONTRACTOR must state that OWNER, its officials, directors, employees, representatives, and volunteers are added as additional insureds with regard to operations and activities by or on behalf of the named insureds performed under contract with OWNER. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statue of repose.
- 2. CONTRACTOR must complete and forward the required Certificates of Insurance to OWNER before the Agreement is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the required Certificates of Insurance to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.
- 3. Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
- 4. All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Georgetown, 113 E. 8<sup>th</sup> Street, Georgetown, Texas 78626, ATTN: Contract Manager.
- 5. 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 CONTRACTOR's insurance shall be considered primary with respect to any insurance or self-insurance carried by OWNER. The CONTRACTOR'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 insurer's liability.
- 6. If insurance policies are not written for amounts specified below, CONTRACTOR 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.

- 7. OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto 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 hereto or the underwriter on any such policies.
- 8. OWNER reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.
- 9. CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
- 10. CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 11. The policies must contain the following language: "This policy shall not be cancelled, materially changed, or not renewed until after thirty (30) days prior written notice has been given to OWNER." In addition, CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicted within the Agreement.
- 12. If OWNER-owned property is being transported or stored off-Site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.
- 13. The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.
- 14. Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the Agreement, at the Subcontractor's own expense, to maintain during the term of the Agreement, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the CONTRACTOR may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The CONTRACTOR's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that CONTRACTOR agrees to provide Workers' Compensation for the Subcontractors and their employees. The CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The CONTRACTOR must retain the certificates of insurance for the duration of the Agreement 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.

- B. Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. The policy shall contain the following endorsements in favor of OWNER:
  - Waiver of Subrogation endorsement TE 2046A;
  - 30 day Notice of Cancellation endorsement TE 0202A; and
  - Additional Insured endorsement TE 9901 B.
  - Provide coverage in the following types and amounts:
  - A minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance shall include coverage for loading and unloading hazards.

- C. Workers' Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:
  - Waiver of Subrogation, form WC 420304; and
  - 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be the minimum amounts required to meet the statutory requirements of Texas Labor Code, Section 401.011(44), or the following, whichever is greater:

- \$1,000,000 bodily injury per accident, and
- \$1,000,000 bodily injury by disease policy limit; and
- \$1,000,000 bodily injury by disease each employee; and
- \$1,000,000 Employer's Liability.

CONTRACTOR has the option to self-insure in accordance with applicable law and OWNER approval.

- D. Commercial General Liability Insurance. The Policy shall contain the following provisions (to the extent available):
  - Blanket contractual liability coverage for liability and indemnifications assumed under the Agreement and all contracts relative to this Project.
    - Completed Operations/Products Liability until the end the statute of repose period.
    - Explosion, Collapse and Underground (X, C & U) coverage.
    - Independent Contractor's coverage.
    - Aggregate limits of insurance per project, endorsement CG 2503.
    - OWNER listed as an additional insured, endorsement CG 2010.
    - 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
    - Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404 fully insuring CONTRACTOR'S or Subcontractor's liability for bodily injury and property damages with a combined bodily injury (including death) and property damage minimum limit of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed operations aggregate

Coverage shall be on an "occurrence" basis.

- E. Intentionally omitted.
- F. Umbrella Liability Insurance. The CONTRACTOR shall obtain, pay for, and maintain umbrella liability insurance during the contract term, insuring the CONTRACTOR (or subcontractor) for an amount not less than \$1,000,000 that provides coverage at least as broad and applies in excess of and follows the form of the primary liability coverages required hereunder. The policy shall provide "drop down" coverage where underlying primary insurance coverages limits are insufficient or exhausted.

#### PERFORMANCE AND PAYMENT BONDS

- A. General.
- 1. Bonds, when required by the Agreement or by Chapter 2253 of the Texas Government Code, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- 2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
- 3. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the estimated construction cost of the Parkland Improvements as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Agreement. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

#### B. *Performance Bond.*

- 1. If the estimated cost of constructing the Parkland Improvements exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER. The Performance Bond shall be effective for the term of the Agreement and through all warranty period(s).
- 2. If the estimated cost of constructing the Parkland Improvements exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER, unless the original estimated time for completion of construction is 60 Calendar Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive <u>95%</u> of the estimated cost of construction of the Parkland Improvements following Final Completion, and the remaining <u>5%</u> of the Contract Amount following the one year warranty period.
- 3. If the estimated cost of constructing the Parkland Improvements is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond.
- 4. If a Performance Bond is required to be furnished, it shall extend for the one year warranty period, or longer if the warranty periods are longer.
- C. Payment Bond.
- 1. If the estimated cost of constructing the Parkland Improvements exceeds \$25,000, CONTRACTOR shall furnish OWNER with a Payment Bond in the form set out by OWNER.
- 2. If the estimated cost of constructing the Parkland Improvements is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER.
- D. Power of Attorney. Each bond shall be accompanied by a valid Power of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- E. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

- F. Furnishing Bond Information. OWNER shall furnish certified copies of the payment bond and the related Agreement to any qualified person seeking copies who complies with Tex. Gov't Code, §2253.026.
- G. Claims on Payment Bonds. Claims on payment bonds must be sent directly to the CONTRACTOR and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the CONTRACTOR on such Contract, and that reliance on notices sent to the OWNER may result in loss of their rights against the CONTRACTOR and/or his surety. The OWNER is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- H. Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 53.239 when the estimated cost of constructing the Parkland Improvements is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the CONTRACTOR as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.
- I. Minimum Standards for Sureties. Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

#### EXHIBIT F

#### NOTICE TO PURCHASER

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

The real property, described below, that you are about to purchase is located within Shell Road Municipal Utility District (the "*District*"). The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$\_\_\_\_\_\_ on each \$100.00 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters of the District and which have been or may, at this date, be issued is \$\_\_\_\_\_\_, and the aggregate initial principal amount of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$\_\_\_\_\_\_.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$\_\_\_\_. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located in whole or in part in the corporate limits of the City of Georgetown. The taxpayers of the District are subject to the taxes imposed by the municipality and by the District until the District is dissolved. The City of Georgetown has agreed not to dissolve or abolish the District until the expiration of the authorized period of the issuance of Bonds by the District, as set forth in Section 6.12 of the Consent Agreement entered into by the City of Georgetown, recorded as Document No. \_\_\_\_\_\_, Official Public Records, Williamson County, Texas, as amended from time to time.

The purpose of this District is to provide water, sewer, drainage, flood control facilities and services, park and recreational facilities, and roadway systems within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property which you are

acquiring is as follows:

Date

SELLER

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date	PURCHASER	
STATE OF TEXAS	Ş	
COUNTY OF	9 §	
This instrument wa	as acknowledged before me on the day of	, 20

(seal)

Notary Public, State of Texas

STATE OF TEXAS § § COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_.

(seal)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

## Shell Road In-City MUD

GEORGETOWN

### **City Council Meeting**

### Presented by Seth Gipson, Management Analyst

May 14, 2019

Page 408 of 851

### Purpose

Public Hearing and possible action to approve a Resolution of the City of Georgetown, Texas, consenting to the creation of the Shell Road Municipal Utility District consisting of 317.08 acres (+/-) being out of and a portion of the William Roberts League, Abstract No. 524, located in Williamson County and generally located along Shell Road, north of intersection of Bellaire Drive and extending east and west of Shell Road to the terminus of the city limits.



FORGETOWN

- Concept Plan
- Future Land Use Plan
- MUD Policy Requirements
- Conditions Precedent
- Council Action

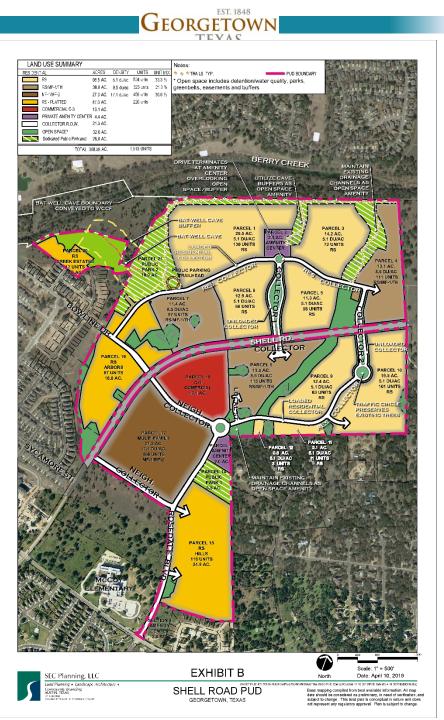
#### City Manager's Office

### Shell Road Concept Plan

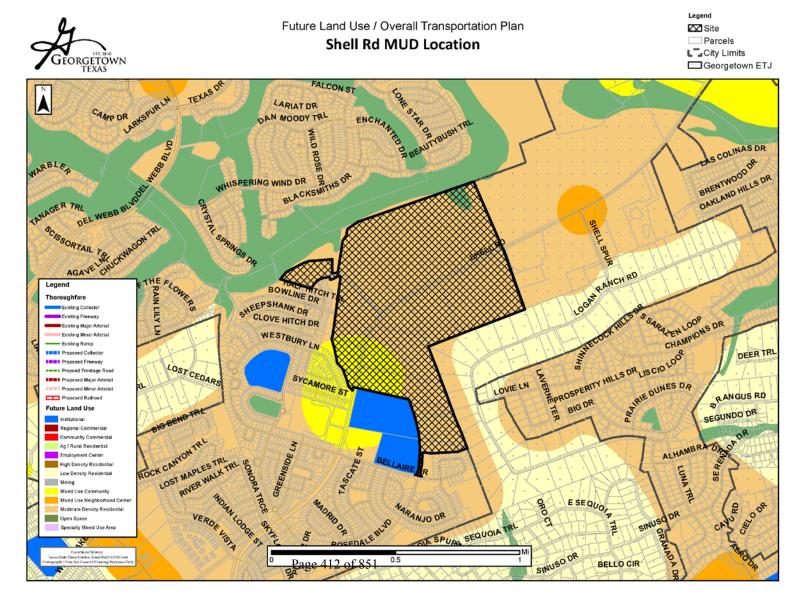
- ~317 acres
  - ~26 acres parkland
  - ~32.6 acres open space
  - 13.1 acres commercial
- 1513 units

Unit Type	# of Units
Single-Family	1046
Town home	246
Multi-family	220

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### Future Land Use Plan



Georgetown Texas



- 1. Quality Development
- 2. Extraordinary Benefits
- 3. Enhance Public Service and Safety
- 4. City Exclusive Provider
- 5. Fiscally Responsible
- 6. Finance Plan
- 7. Annexation

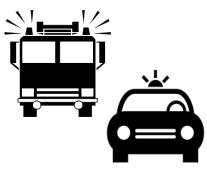
### **MUD Policy: Basic Requirements**



**Quality Development** 



**Extraordinary Benefits** 



Public Service/Safety



**Exclusive Provider** 



**Fiscally Responsible** 



**Finance** Plan



Georgetown

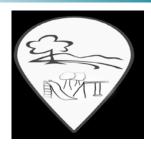
TEXAS

Annexation



<u>Quality Development</u>. The development meets or exceeds the intent of the development, infrastructure, and design standards of City codes

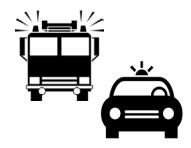
- Land Development. Developer has agreed to meet/exceed standards in UDC;
- **Commercial Centers**. Developer plans to set aside 13.1 acres along Shell Road for future commercial
- **Residential Standards**. Developer has agreed to include design standards for residential development similar to other developments with MUDs
- **Tree Preservation**. The project will comply with current UDC tree preservation standards.
- Infrastructure. Developer has agreed to meet the City's infrastructure standards and will participate in the construction and/or funding of major infrastructure



*Extraordinary Benefits.* The development provides extraordinary public benefits that advance the vision and goals of the Comprehensive Plan.

- **Roads**. Developer/District to dedicate right of way and contribute \$2.5 million toward the expansion of Shell Road, as well as enhanced landscaping along the portion of Shell Road in the district.
- **Trails**. Developer/District to design, fund, and construct ~4,700 linear feet trail (10' wide) along Berry Creek with the opportunity to connect to future trails and the City's proposed West Side Park.
- **Parks/Open Space**. Developer agrees to provide neighborhood parks and preserve approximately 55 acres as parkland or open space
  - Develop two three-acre public neighborhood parks using \$500,000 for playgrounds and other recreational amenities.
  - Two private amenity centers with a minimum investment of \$1,000,000 per amenity center.
- **Diversity of Housing**. Land Use Plan provides a diversity of housing with range of single-family lots/designs, multi-family, and townhomes.

#### City Manager's Office



<u>Enhance Public Service and Safety</u>. The development enhances public services and optimizes service delivery through its design, dedication of sites, connectivity, and other features.

- **SIP Fee**. Developer agrees to maintain Fire SIP fee of \$630 to be collected at time of application of building permit for each residential unit.
- **Street Connectivity.** Will be designed and constructed to UDC standards.



<u>City Exclusive Provider</u>. The development further promotes the City as the exclusive provider of water, sewer, solid waste, and electric utilities.

- **On-site Facilities**. The Developer/District to cover the full cost of On-site Facilities (water, wastewater, drainage, road, etc.) internal to the Shell Road development that are necessary to serve the Land.
- Impact Fees. The Developer/District will be assessed water and wastewater impact fees to address changes in costs of operating the water system in accordance with the UDC.
- **Exclusive Provider**. The City will continue to be the exclusive provider of services water, wastewater, and solid waste.
  - Only a portion of the property will be served by the City electric services.

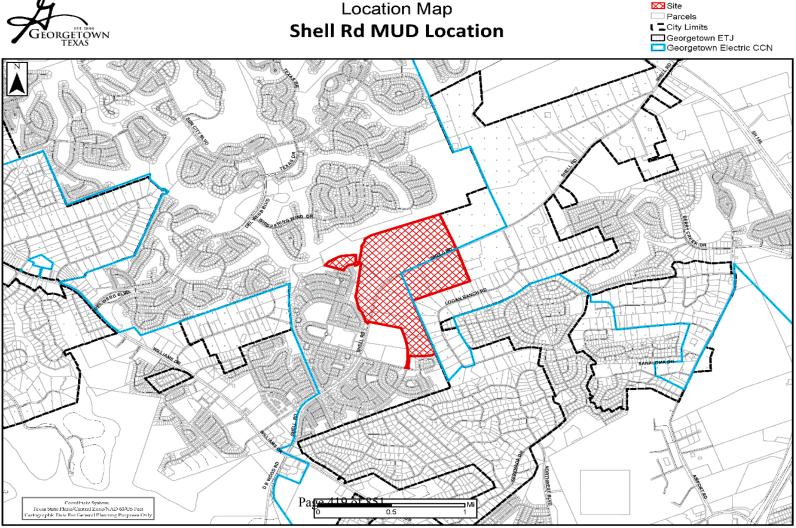
City Manager's Office

GEORGETOWN

<u>City Exclusive Provider</u>. The development further promotes the City as the exclusive provider of water, sewer, solid waste, and electric utilities.

Georgetown Texas

Legend



#### City Manager's Office



*Finance Plan.* The developer(s) contributes financially to cover a portion of infrastructure expenses without reimbursement by the MUD or the City and as reflected in conditions placed on the issuance of bonds by the district.

- In-city MUDs. Developer has agreed to annex ~319 acres with new MUD:
  - Maximum Amount of Bonds to be Issued: \$39,500,000
  - Maximum Bond Maturity: 25 years
  - Bond Issuance Period: 10 years
  - District Only Tax Rate (Maximum): \$0.55/\$100 in Assessed Value



<u>Annexation</u>. The development will not impair the City's future annexation of the MUD or adjacent property or impose costs not mutually agreed upon.

EST. 1848

FORGETOWN

• The property has already been annexed into the City and a Planned Unit development (PUD) application is currently being processed.

### **Conditions Precedent**

Effective Date: the date on which the last of the conditions precedent (below) has been performed by the developer.

- Reimbursement of City Expenses
- Execution of the Parkland Improvements Agreement
- Approval of Planned Unit Development Zoning



 A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, CONDITIONALLY CONSENTING TO CREATION OF A MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 317.08 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ALONG SHELL ROAD, NORTH OF THE INTERSECTION OF BELLAIRE DRIVE AND EXTENDING EAST AND WEST OF SHELL ROAD TO THE TERMINUS OF THE CITY IN GEORGETOWN, TEXAS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN A "CONSENT AGREEMENT" BETWEEN THE CITY AND THE OWNER; APPROVING A RELATED PARKLAND IMPROVEMENTS AGREEMENT; MAKING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

#### City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

**Public Hearing** and possible action on a **proposed determination** of **no feasible** and **prudent alternative** to the **use** of a **portion** of **public parkland** across **San Gabriel Park** for the **improvement** and **relocation** of **FM 971** -- Travis Baird, Real Estate Services Manager

#### ITEM SUMMARY:

The City is preparing to commence construction on the extension of Northwest Boulevard from the west side of IH-35, over the interstate, to intersect with the west side of Austin Avenue. The purpose of this project is to enhance mobility across the IH-35 corridor. As part of the effort, improvements and relocation of FM 971 are recommended. Multiple alternatives have been studied, and none are considered feasible by Staff which do not cross a portion of San Gabriel Park. Without a realignment of FM 971 across the park, the intersection of Northwest Boulevard, Austin Avenue, and FM 971 will be offset, minimizing the benefits of the overall project to safety and traffic management.

Approval of this item would allow the use of approximately 3.75 acres of San Gabriel Park, located at its northwest corner near the intersection of Austin Avenue and FM 971, for the relocation of that roadway. The new right of way would subsequently be transferred to TXDOT for future management of FM 971.

Council has previously approved the removal of this portion of the park for under a Texas Parks and Wildlife Grant (called a parkland conversion) and the use of funds for the purchase of replacement property, a portion of which makes up Westside Park. Additionally, those improvements which would be displaced by the FM 971 relocation have already been relocated deeper into the park.

Staff recommends that Council make a finding of no feasible and prudent alternative to the proposed alignment.

#### FINANCIAL IMPACT:

N/A. The costs associated with this finding are as to be approved upon bidding of the project.

SUBMITTED BY: Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Presentation

**Berry Creek Interceptor** Westside Park Crossing Public hearing regarding a proposed finding of no reasonable or prudent alternative to the taking of approximately 3.75 acres of parkland from San Gabriel Park for relocation of FM 971.



### **Background Information**

- Northwest Blvd is being extended from the west side of IH-35 to the west line of Austin Avenue.
- The purpose of the extension is to enhance mobility across the IH-35 corridor between east and west Georgetown.
- This extension and new intersection will create an offset intersection with existing FM 971 at Austin Ave.



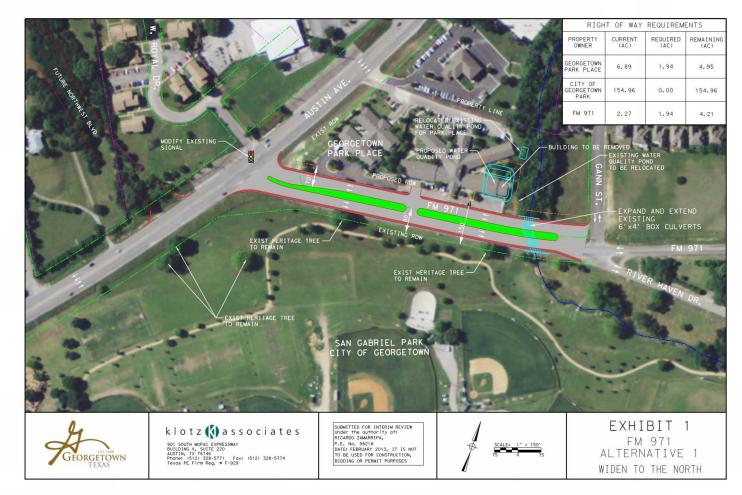
### No Build Alternative



GEORGETOWN TEXAS

Page 43/7 of \$5 Georgetown

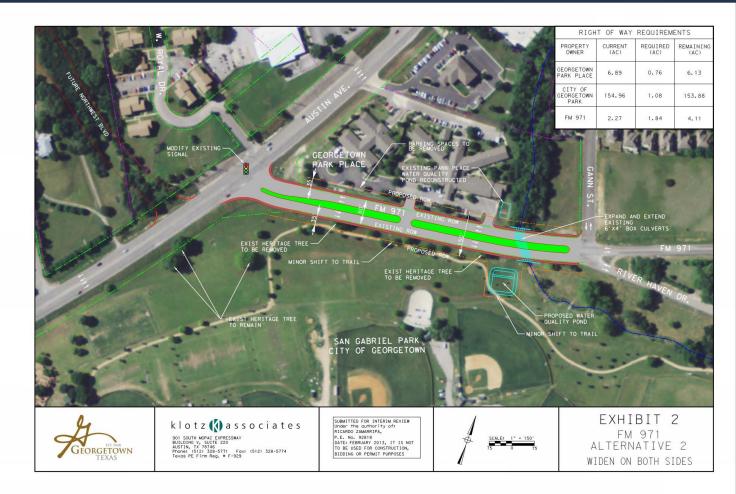
### Alternative 1





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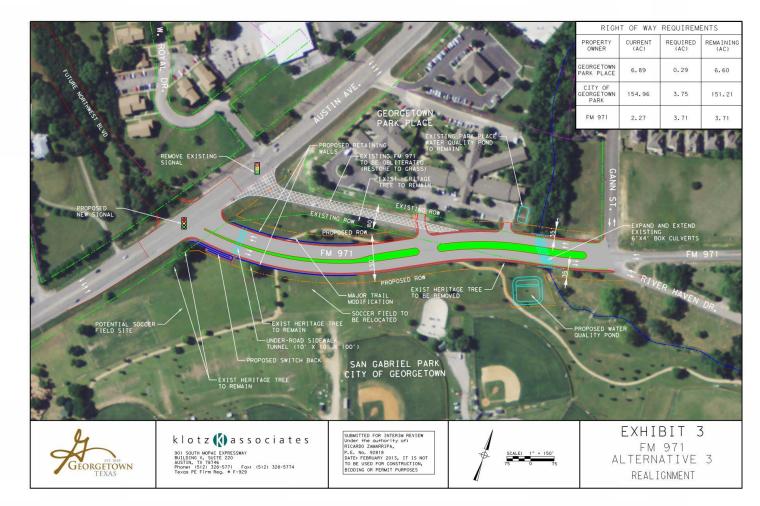
### Alternative 2





Fage 430 of \$5 Georgetown

### Alternative 3





Fage 430 Gf & Georgetown

### **Key Considerations**

**Traffic** – goal reduce congestion and increase mobility and safety

- No Build does NOT provide traffic improvements
- Alternative 1 does reduce congestion, moderately increases mobility, increases safety
- Alternative 2 does reduce congestion, moderately increases mobility, increases safety
- Alternative 3 does reduce congestion and significantly increases mobility, increases safety



### **Key Considerations**

# Landowner Impact – goal to minimize impact to adjacent landowners

- No Build has zero impact on adjacent landowners
- Alternative 1 has significant impact to nursing home, no impact to park
- Alternative 2 has moderate impact to both nursing home and park
- Alternative 3 has minimal impact to nursing home and significant impact to park



# History

- Alternatives were presented to Parks Board and Council in 2013/2014.
- Area to be utilized for relocation was part of an area covered by TPW Grant Agreement.
- In February 2014, Council approved the conversion of the subject area out of the Grant, which entailed the purchase of replacement property. Westside Park was purchased with funds from the conversion.



# **Purpose of Hearing**

 Determination of no feasible and prudent alternative to the use of a portion of the approximately 3.75 acres of San Gabriel Park for the relocation and construction of FM 971.



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### City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

**Public Hearing** and **First Reading** of an Ordinance **amending** the **2030 Comprehensive Plan** and **Section 1.12**, Georgetown Comprehensive Plan, of the City Code of Ordinances to **adopt** the **Solid Waste Master Plan** as an element of the Comprehensive Plan -- Octavio Garza, PE, Public Works Director

#### ITEM SUMMARY:

The City of Georgetown Public Works Division began development of the City's first Solid Waste Master Plan in February 2018 to determine how the City will manage municipal solid waste materials over the next 20 years. The Public Works and Planning Departments have collaborated on the development of the Master Plan to ensure The Solid Waste Master Plan was developed in alignment with the City's 2030 Comprehensive Plan and the adopted mission of the City Environmental Services Department, which is *"To provide exceptional and friendly service at competitive prices while guiding the transformation from traditional solid waste services to a circular economy"*.

In addition to staff input, the Plan incorporated the input of various stakeholders including the Georgetown Independent School District (GISD), Williamson County, Southwestern University as well as downtown business owners. The development of the Master Plan has also included workshops with both the Georgetown Transportation Advisory Board several City Council. The purpose of the Master Plan is to provide systematic guidelines for the provision of solid waste services to the City of Georgetown and is intended to be a proactive document which identifies and then plans for future needs.

1. Chapters 1-3 provide a regional overview that helped plan the City's future solid waste needs. Chapter 3 includes population data provided, in part, by the City's Planning Department. Average annual population growth rates were used to extend populations projections to 2040.

2. Chapters 4-11 separate the City into sectors, e.g., single-family, multifamily, commercial, institutional,

downtown, public spaces, etc. to address the waste stream needs of each sector.

3. Chapter 12 contains strategies that can be applied citywide, i.e., all sectors. Example: color coding of containers. Public Works staff provided an overview of the Master Plan to the Planning and Zoning (P&Z) Commission February 5th, 2019. At the P&Z workshop, the Commission requested additional information, which staff has answered in an attachment to this agenda.

City Council is scheduled to hold a public hearing and conduct a 1st reading of an ordinance to amend the 2030 Comprehensive Plan on May 14, 2019. City Council is scheduled to conduct a 2nd reading of the ordinance on May 28, 2019.

#### Staff's Analysis:

Staff has reviewed the request and the criteria for approval under Section 3.04.30 of the Unified Development Code and finds:

1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and

2. The Amendment promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.

In considering Amendments to the Plan, staff considered the following:

- 1. The need for the proposed change;
- 2. The effect of the proposed change on the need for City services and facilities;
- 3. The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood; and
- 4. The implications, if any, that the amendment may have for other parts of the Plan.

#### Planning and Zoning Commission Action:

At their April 2, 2019 meeting, the Planning and Zoning Commission recommended approval of the proposed Comprehensive Plan Amendment.

#### FINANCIAL IMPACT:

None. Future capital improvement recommendations included in the Master Plan will require action by the Georgetown City Council.

SUBMITTED BY: Teresa Chapman

ATTACHMENTS:

Exhibit 1: Solid Waste Master Plan Ordinance

Exhibit 2: April 2, 2019 P&Z Presentation

Exhibit 3: February 5, 2019 P&Z Presentation

Exhibit 4: Response to Commission Questions from February 5, 2019 P&Z Meeting

Exhibit 5: Calendar of Stakeholder and Public Input Meetings

Exhibit 6: Solid Waste Master Plan

#### ORDINANCE NO.

An Ordinance of the City Council of the City of Georgetown, Texas, amending the 2030 Comprehensive Plan to include a Solid Waste Master Plan in accordance with Chapter 1.08 of the Georgetown City Charter and Functional Elements Thereof and amending Section 1.12: Georgetown Comprehensive Plan of the Code of Ordinances; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

WHERAS, the City Charter of the City of Georgetown was amended by vote of the people in April 1986 such that comprehensive planning was established as a continuous and ongoing governmental functions; and

WHEREAS, on February 26, 2008, Ordinance Number 2008-07 did amend Section 1.12 Georgetown Comprehensive Plan in the Code of Ordinance of the City of Georgetown, defining the 2030 Comprehensive Plan and elements adopted thereof; and

WHEREAS, the revised Solid Waste Master Plan is being undertaken to evaluate Georgetown Municipal Solid Waste (MSW) capabilities and role; to forecast future MSW demands; and to plan for the timely development of improved or new facilities that may be required to meet that demand; and

WHEREAS, the revised Solid Waste Master Plan ultimate goal is to provide guidelines for the City's management of municipal solid waste including the overall maintenance, development, diversion, transportation, and transfer station operation; and

WHEREAS, the Planning and Zoning Commission did hold a Public Hearing on the Solid Waste Master Plan on April 2, 2019, and upon completion of the Public Hearing voted unanimously to recommend its approval as a 2030 Comprehensive Plan element; and

WHEREAS, the City Council did hold one Public Hearing on the Solid Master Plan on May 14, 2019 and upon completion of the second reading of the ordinance voted unanimously to approve the Airport Master Plan as a 2030 Comprehensive Plan element on May 28, 2019.

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

<u>SECTION 1</u>. 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 2030 *Plan Framework* of the 2030 *Comprehensive Plan*.

<u>SECTION 2</u>: Section 1.12.50, Functional Solid Waste Master Plan Adopted, of the Code of Ordinances of the City of Georgetown is hereby amended to read as follows:

#### Sec. 1.12.050. Functional Solid Waste Master Plan adopted.

In accordance with Chapter 1.08, Subsection 2 of the Georgetown City Charter, the City Council of the City of Georgetown has adopted that certain document entitled the "Solid Waste Master Plan" for the purpose of directing the City Council, staff, and/or commissions in rendering actions and resolutions relating to the management of Municipal Solid Waste in the City of Georgetown and the ETJ. This document is dated May 28, 2019, and may be amended from time to time.

**Editor's note:** Copies of the "2030 Comprehensive Plan: Solid Waste Master Plan "are available in both the office of the City Secretary, the Georgetown Municipal Building and the Planning Department office as well as posted online at 2030.Georgetown.org

<u>SECTION 3.</u> The 2030 *Comprehensive Plan: Solid Waste Master Plan* shall be implemented in accordance with the Administrative procedures of the 2030 *Comprehensive Plan,* consistent with state law and Unified Development Code notification and procedures.

<u>SECTION 4.</u> 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.

<u>SECTION 5.</u> 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.

<u>SECTION 6.</u> This ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on 14th day of May.

PASSED AND APPROVED on Second Reading on the 28th day of May 2019.

ATTEST:

#### THE CITY OF GEORGETOWN:

Robyn Densmore City Secretary By: Dale Ross Mayor

APPROVED AS TO FORM:

Charlie McNabb City Attorney





Planning and Zoning Commission Solid Waste Master Plan Page 440 of 851 April 2, 2019

### **Purpose of Presentation**

 To provide a high level summary of the Solid Waste Master Plan and how it aligns with the City's 2030 Comprehensive Plan in support of the City's vision, goals, and expectations for growth and development.

### **Presentation Overview**

- Solid Waste Master Plan Highlights.
- Review of the four primary goals of the 2030 Comprehensive Plan and how the Solid Waste Master Plan supports the four goals.



### High Level Review of SWMP Elements

- 1. Chapters 1-3 provide a regional overview that helped plan the City's future solid waste needs. Chapter 3 includes population data provided, in part, by the City's Planning Department. Average annual population growth rates were used to extend populations projections to 2040.
- 2. Chapters 4-11 separate the City into sectors, e.g., single-family, multifamily, commercial, institutional, downtown, public spaces, etc. to address the waste stream needs of each sector.
- 3. Chapter 12 contains strategies that can be applied citywide, i.e., all sectors. Example: color coding of containers.
- Summary: The SWMP strategies are tailored to each sector with the over-arching objective of providing a convenient, consistent, and efficient approach to solid waste management.



Note: Every sector, including citywide strategies, require establishment of a baseline and development of specific goals to measure progress in each of the sectors.

The 2030 Comprehensive Plan identifies four goals:

 Promote sound, sustainable, & compact development patterns with balanced land uses, a variety of housing choices, & well-integrated transportation, public facilities, & open space amenities.

The SWMP supports this goal through strategies to manage waste generation given multiple land uses. Examples: Plan for capacity needs of residential services and multifamily complexes; helps keep open space clean and usable; supports City facilities' and Parks' waste management programs; provides strategies for proper infrastructure to manage the movement and storage of waste materials.



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2. Promote sound investment in Georgetown's older developed areas, including downtown, aging commercial and industrial areas, in-town neighborhood, and other areas expected to experience land use change or obsolescence.



The SWMP supports this goal through providing flexible strategies and options to address solid waste challenges in the downtown area, as well as identifying strategies to address industrial business disposition of their waste streams that reduce waste and increase efficiency.

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3. Provide a development framework for the fringe that guides sound, sustainable patterns of land use, limits sprawl, protects community character, demonstrates sound stewardship of the land.

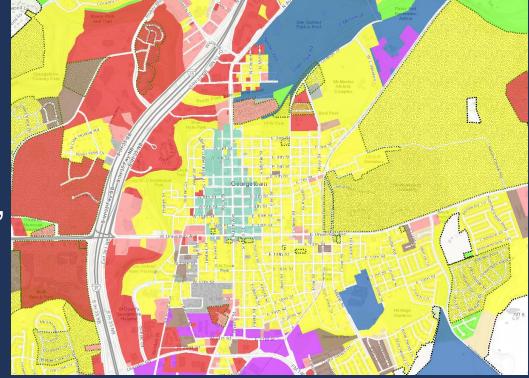
The SWMP supports this goal through the development of strategies to manage the process of collection and disposal of the waste generated to ensure the community character and land are not impacted, while transportation corridors remain available. The SWMP goes beyond stewardship of the land to include identifying strategies to properly manage all waste materials.





4. Maintain and strengthen viable land uses and land use patterns (e.g. stable neighborhoods, economically sound commercial and employment areas etc.)

The SWMP assists with this goal through the recommendation of a new transfer station that enables the City to support population increases, while also expanding the ability to manage existing and new waste streams, e.g., composting, propane bottles, etc.





# Summary

- The SWMP has multiple, flexible proposed strategies that support the City's 2030 Comprehensive. From keeping our parks and open spaces clean and beautiful, to providing specialized services in compact areas. Managing our waste enables the maintenance of clean and viable spaces to encourage economic development and stable residential communities.
- The request of the Planning and Zoning Commission is support and recommendation to City Council to amend the City's Comprehensive Plan to include the City's first Solid Waste Master Plan.



Thank you! Questions?



Page 448 of 851

### **Comprehensive Solid Waste Management Plan**



February 2, 2019

## Solid Waste Master Plan (CSWMP)

- ✓ Winter 2018
  - Goals & Objectives
  - Studies & Trends
  - Planning Area
     Characteristics
- ✓ Summer Budget Process
   2018
  - Infrastructure (Transfer Station) & CSWMP Update
- ✓ September 2018
  - Transfer Station

□ October 2018

- Single Family Residential
- Multifamily Residential
- Commercial & Institutional
- Public Spaces & Special Events
- Municipal Operations & Policies
- Household Hazardous
   Waste (HHW)
- November
  - Summary CSWMP

### CSWMP Guiding Principles

1	Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy
2	Services must be convenient for customers and price-competitive
3	Enhance aesthetics and services for Downtown Square customers and City parks

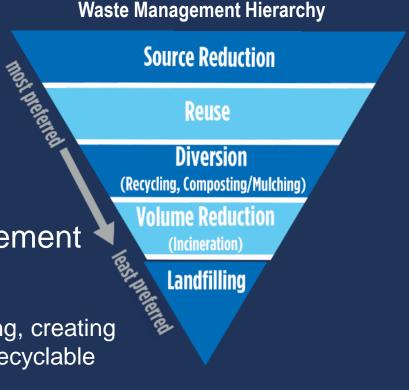


Evaluate alternatives to landfill disposal; landfills are a finite resource in the region



### Key Industry Trends

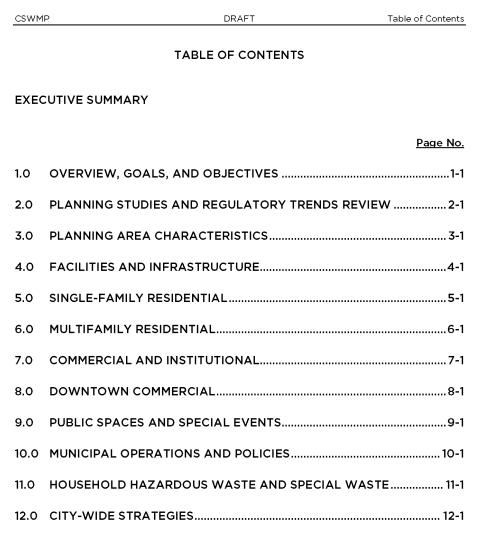
- Focus on Waste Management Hierarchy
- High recycling goals by Texas cities
- Alternative recycling measurement methods
  - Product materials are rapidly changing, creating additional challenges in handling of recyclable materials
  - Measurement options: participation rate, disposal rate, appropriate accepted program materials





### CSWMP Summary by Sector

- Current System
  - Overview of key aspects of the City's current MSW management system, including what is working well and challenges faced
- Implementation of Strategies
  - Priorities for MSW
     management moving
     forward





### STRATEGY IMPLEMENTATION

### City-wide Strategies

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline
- Develop KPIs to measure participation in diversion activities from the baseline including reduction, reuse, recycling, & composting.
- Standardized MSW collection containers and signage
- MSW infrastructure planning
- Review and update every 5 years



### Composting

- 1. Currently working with GISD to implement composting in all K-12
- 2. Work with food producers to develop practical solutions to the reduce organic material they are generating
- 3. Long term solutions and options for cohesive organic material management including the potential for composting



### Summary CSWMP

- 1. The CSWMP separates the City into sectors with similar waste streams; commercial, single family, multifamily, municipal operations, special events and others
- 2. The CSWMP then requires the establishment of a baseline and development of specific goals to measure progress in diverting materials away from landfill disposal in each of those sectors, with a formula to combine the information into an overall diversion measurement
- 3. The CSWMP provides multiple strategies to increase diversion activities in each sector. The strategy utilized will be determined by baseline information, cost, and stakeholder feedback



### Response to Commission questions during February 5, 2019 meeting.

Q. What is the plan if the recycling market crashes and goes to zero?

A. We expect our contracted service provider to continue to collect recycled materials. Our current contractor responds to the recycling market by stockpiling materials and optimizing entry into that market.

Q. The term "we" was used in the presentation. Who is this referring too?

A. The team, which is generally defined as city staff, consulting team, and others involved in public meetings, focus groups, etc. See attached list of meeting dates.

Q. Are you aiming for zero waste?

A. No. "Zero Waste" is a term used in the solid waste industry to minimize landfilling materials by diverting to different areas such as recycling, reuse, composting, etc. and defined differently by various entities. The Master Plan does not provide a definition of zero waste for the City of Georgetown.

Q. We have a conflicting set of goals. The Master Plan says the goal is to reduce waste being sent to landfill but how does that happen with a City that is growing from 60,000 population to 120,000 population?

A. The Master Plan will enable staff to establish baselines and then begin to work on reducing impact to finite resources such as landfills. An analogous situation is water consumption. While population increases, the gallons-per-capita-per-day consumption rate is reduced as conservation measures are implemented.

Q. Currently, the recycle bins/process for residents does not accept certain materials, e.g., plastic bags, batteries, lightbulbs, etc. What can we do to make recycling more convenient for residents?

A. The Master Plan includes overarching strategies to improve and make proper disposal easier for residents. One specific example is providing recycling services to multi-family development.

Q. Can we be billed by our trash can size instead of a single fee?

A. That is a strategy identified in the Master Plan.

### Public Meetings

Date	Meeting	Purpose
Feb. 13, 2018	City Council Workshop	Introduction and Draft Guiding Principles
Apr. 13, 2018	Georgetown Transportation Advisory Board	Overview & Downtown strategies
Sep. 25, 2018	City Council Workshop	Transfer Station overview & Downtown update
Oct. 23, 2018	City Council Workshop	CSWMP progress summary
Nov. 27, 2018	City Council Workshop	Summary of complete Draft CSWMP
Feb. 5, 2019	Planning & Zoning Commission	Discussion of proposed amendment to Comp. Plan



### Key Stakeholder Meetings

Date	Stakeholder	Purpose	
Mar. 21, 2018	Downtown Focus Groups 1 & 2	Downtown needs, challenges	
Jun. 14, 2018	Georgetown ISD		
Jun. 14, 2018	Southwestern University	Entities' current activities, needs,	
Jun. 18, 2018	Multifamily (Hillstone Wolf Ranch)	challenges, & potential for partnership with City	
Jun. 19, 2018	Williamson County		
Jun. 25, 2018	City Facilities	Current activities, challenges,	
Jun. 25, 2018	City Parks & Recreation	and potential for coordination	
Jun. 26, 2018	Georgetown Public Library	with ESD	
Oct. 2, 2018	Wil. Co. Recycle Center (WCRC)	Current & future HHW program	
Oct. 30, 2018	Downtown Workshop 1	Presentation of Downtown	
Nov. 5, 2018	Downtown Workshop 2	options & business feedback	









### COMPREHENSIVE SOLID WASTE MASTER PLAN

CITY OF GEORGETOWN, TEXAS FEBRUARY 2019

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#### EXECUTIVE SUMMARY

#### Purpose

Developing a Comprehensive Solid Waste Master Plan (CSWMP) for the City of Georgetown (City) is a critical step in determining how the City will manage its municipal solid waste (MSW) over the next 20 years as the City's growth continues and market factors continue to evolve. Planning for and implementing an integrated MSW management system is a complex and challenging endeavor requiring consideration of many factors: technological, institutional, legal, social, economic, and environmental. Furthermore, as cities throughout the state and country pursue solutions to their MSW management challenges, it is increasingly apparent that no single strategy, technology, or program offers a complete solution; rather, a combination of methods is needed to provide for appropriate and cost-effective management of the varying types of MSW in accordance with the unique properties of these various MSW stream components. The City and its consultant, Burns & McDonnell developed this CSWMP to guide the City's MSW management through the next 20 years.

#### **Guiding Principles**

The CSWMP was developed to align the City's existing 2030 Comprehensive Plan (refer to Section 2.1) and the adopted mission of the City's Environmental Services Department (ESD):

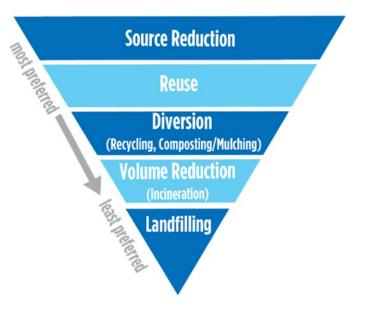
### **ENVIRONMENTAL SERVICES DEPARTMENT'S MISSION**

"Provide exceptional and friendly service at competitive prices while guiding the transformation from traditional solid waste services to a circular economy."

With these considerations and the approval of City Council, the ESD established four Guiding Principles to direct the development of the specific priorities and strategies presented throughout the CSWMP. The four Guiding Principles are:

- Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy (refer to Section 2.3)
- 2. MSW services must be convenient for customers and price-competitive
- 3. Enhance aesthetics and services for Downtown and City parks
- Evaluate alternatives to landfill disposal; landfills are a finite resource in the region

#### U.S. EPA's Waste Management Hierarchy



#### **Overview, Priorities and Objectives**

In addition to describing the purpose of the CSWMP and detailing the guiding principles, Section 1.0 describes the stakeholder engagement process, defines key terms, and provides a guide on how to best understand the strategies and implementations plan included in Sections 4.0 through 11.0 of the CSWMP.

#### Planning Studies, Regulatory, and Trends Review

Section 2.0 provides a broad perspective of the historic and current state of the MSW management environment in which the City is developing this CSWMP. It provides a review of relevant existing planning studies, a summary of relevant laws and regulations, and summarizes recent key trends in MSW management. The key trends provide insight on how the industry is changing, as well as efforts being implemented by communities to address associated challenges.

#### **Planning Area Characteristics**

To properly plan for the City's future MSW management needs, an understanding of the factors that will impact those needs is important. Section 3.0 describes the City's demographic and economic characteristics as well as how these characteristics were applied to develop the City's current MSW generation profile and future MSW generation projections. With the City's population and employment projected to double over the next 20 years, this information reinforces the importance for the City to develop and implement this CSWMP that will guide MSW management efforts over that time.

#### **Facilities and Infrastructure**

Consideration of MSW processing facilities and infrastructure on both a regional and local level is essential for the future of MSW management for the City. The availability of local processing facilities will impact many of the decisions the City makes regarding MSW management and services provided to City customers and the timing (near-term, mid-term, or long-term) for implementation of various strategies. Section 4.0 provides an overview of existing MSW processing facilities and infrastructure located within the Capital Area Council of Governments (CAPCOG) region, including landfills, materials recovery facilities (MRF), the City's transfer station, and organics processing facilities.

This section identifies strategies for the City to plan for future infrastructure, focusing on a strategy to develop a combination of MSW facilities, operational capabilities, and contractual relationships to best serve the community now and in the future. For landfills, MRFs and organics processing facilities, strategies focus on continued public-private partnerships and/or interlocal agreements. For the transfer station, the CSWMP recommends that the City build a new transfer station at the site of the existing transfer station within the next five years in order to accommodate growth and the need to have the capability to process three material streams (e.g. landfill trash, recyclables, and organic materials).

#### Single-Family

As discussed in Section 5.0, the services and support the City provides to the single-family sector are particularly important in shaping the City's overall MSW management culture. Most residents' primary experiences with MSW are in their own homes, every day. About 85 percent of the City's population lives in single-family homes. Therefore, the City is able to reach a large portion of its residents through single-family residential services and outreach.

Core residential services include curbside collection of landfill trash, single-stream recyclables, bulky items, and yard trimmings. From a diversion perspective, single-family residents recycle 443 pounds of material per household per year, which is higher than the national average of 357 pounds. Key strategies to increase the single stream recycling participation will focus on targeted education and outreach initiatives. There is an opportunity to increase the diversion of yard trimmings as material collected for composting or mulching accounts for only about 2.6 percent of the City's current MSW stream. The City will continue to evaluate potential changes to the yard trimming program focused on increasing material quantities.

#### Multifamily

For the purposes of this CSWMP, multifamily refers to residential properties within the City having greater than four individual housing units as well as assisted living and long-term residential care facilities. As in the commercial sector, the City's contractor provides exclusive MSW services for multifamily properties within the City limits while properties in the extra-territorial jurisdiction (ETJ) are serviced via an open market system. Section 6.0 focuses on the multifamily sector.

Since multi-family customers are current tracked as commercial customers, there is a limited understanding of the multifamily MSW stream and composition. Currently, less than one third of apartment properties offer recycling to residents. Ultimately, the City's goal is to ensure multifamily residents have access to equal recycling, diversion, and disposal services as other Georgetown residents. As a part of the CSWMP, the City will strive to increase single-stream recycling participation and material generation rates by collaborating with property owners to provide technical assistance and to assist with resident education and communication. The City may also consider policies to encourage or ordinances to compel property owners to provide recycling service.

## **Commercial and Institutional**

The commercial and institutional sector consists of non-residential customers, including commercial businesses and non-City institutional facilities, including schools. The City's contractor provides exclusive MSW services to all commercial and institutional customers within the City limits while customers in the ETJ are serviced via an open market system. Section 7.0 is focused on commercial and institutional customers within the City limits.

Through the City's contractor, Georgetown business can receive landfill trash and recycling collection services. Because the City's commercial recycling service is a relatively new service that began in 2017, a high percentage of commercial customers do not currently have recycling collection. Some Georgetown businesses and institutions have a strong interest in recycling and sustainability and are actively pursuing recycling options on their own or looking to the City as a leader to provide support and guidance. Similar to the multifamily sector, the City will help increase recycling participation and material generation rates by providing technical support (site assessments), recognition programs, education and best practices guides for commercial entities and institutions. The City may also consider policies to encourage or ordinances to compel property owners to provide recycling service. The City will take steps to prioritize partnerships with Georgetown ISD, Southwestern University and Williamson County.

#### Downtown

The City's Downtown is central to its identity. Preserving historic assets and the small-town character of the Downtown area, while also improving the quality, efficiency, and aesthetics of MSW management services is of critical importance in maintaining the City's vision for the future of Downtown and the City's economic growth. Section 8.0 focuses on the nine-block area of the Historic Overlay district, centered on the historic Williamson County Courthouse, encompassing the core of the City's cultural, dining, and entertainment activities.

Based on analysis completed during the planning process and input gather during multiple focus group discussions held with Downtown property owners and businesses, the current MSW management system in the Downtown area is likely not sustainable for the long-term. This is due to challenges such as space constraints, lack of public property for placing and storing containers, and negative aesthetics for visitors. Multiple Downtown collection system options were evaluated, incorporating extensive stakeholder input. A concierge (door-to-door) collection system is recommended because this type of system would maximize convenience for property owners and businesses, as well as allow for the collection of landfill trash, recycling and organic materials, and would accommodate the continued growth expected to occur in the Downtown area.

#### **Public Spaces and Special Events**

Section 9.0 addresses activities and special events taking place in various public locations throughout the City. Current MSW services, challenges, and strategies are addressed for the day-to-day operations, as well as events held in City-maintained facilities such as parks, pools, trails, and the Downtown area. These spaces are primarily maintained by the City's Parks and Recreation Department and the Georgetown Visitor Center (Red Poppy, Music on the Square, etc.).

For the parks system, City staff provide day-to-day MSW collection services and face challenges distinguishing landfill trash and recycling bags and with frequent and inconsistent collection needs. Public challenges include litter and container over flow, limited recycling options, and recycling contamination. The City will address these issues by providing paired landfill trash and recycling containers, as well as by strengthening public education and outreach.

The City hosts multiple special events, including the Red Poppy Festival. While the Red Poppy Festival is a Zero Waste event (reaching a nearly 70 percent diversion rate), other permitted events to not have MSW requirements. Future efforts will incorporate MSW management and diversion considerations into larger, long-term planning efforts for parks, public spaces, and special events.

#### **Municipal Operations and Policies**

The City of Georgetown values its role in demonstrating commitment to sustainable and environmentally conscious operations and its responsibility to lead by example for other sectors within the City. City employees work in 32 facilities across Georgetown. In addition, numerous residents, tourists, contractors, and vendors visit City facilities throughout the year. As discussed in Section 10.0, establishing and consistently implementing best practices for MSW management at City facilities will resonate throughout the City and encourage positive behaviors across all sectors.

In an effort to address challenges such as inconsistent use of recycling by City staff, contamination of recyclables, and improper separation of material streams, the City is will implement multiple strategies focused on a developing a comprehensive staff education program, requiring custodial contractors to provide guidance for correct collection procedures, and collaborating with other City departments on issues such as green purchasing policies, business practices for managing hazardous materials and incorporating MSW diversion terms in third-party contracts and emergency management plans.

#### Household Hazardous Waste

From 2008 to 2018, the City contracted with Williamson County Recycle Center (WCRC) to provide residents with a voucher-based drop-off collection program for household hazardous waste (HHW). WCRC was a privately-owned permanent HHW collection facility. Single-family and multi-family residents within City limits were eligible to participate in the program at no cost to the resident and out-of-City single-family and multi-family residents receiving City MSW services were eligible to participate in the program for a 50 percent cost to the resident. In December 2018, the WCRC unexpectedly terminated operations and closed its facility. Section 11.0 describes operation and participation in the City's former program, presents options for HHW services moving forward, and provides strategies and an implementation plan. In the short-term, the City will explore opportunities for collaboration with other local municipalities to provide a regional approach to HHW services.

### **City-wide Strategies**

There are several MSW management strategies the City will implement that have applicability across multiple sectors. While the specifics for implementation of these City-wide and multi-sector strategies are tailored to each sector, the over-arching objective is to provide a convenient and consistent approach to MSW management for all customers in all sectors and geographic areas of the City. An overview of each City-wide and multi-sector strategy is addressed in Section 12.0. Key strategies included in this section include:

**Ongoing MSW contract evaluations.** The City will review the terms of each MSW service contract the City holds on an ongoing basis, considering changing market conditions for each sector and progress towards established priorities and strategies. Two to three years prior to the end of current contract terms and each subsequent term, the City will begin to review contracts and evaluate whether any changes are necessary.

Waste characterization audits and baseline establishment. Developing a thorough understanding of the current quantities and distribution of material types generated by each sector is a critical component of establishing appropriate goals for the City on an ongoing basis and developing strategies to target the specific needs and characteristics of each sector. Within the first one to five years of implementation of the CSWMP, the City will conduct an MSW characterization audit for each individual sector to gain a better understanding of the MSW stream to establish a detailed baseline against which future progress will be measures.

**Standardized MSW collection containers and signage.** The City will develop standards for the MSW collection containers and signage utilized for each sector, so that customers can expect a consistent, predictable MSW management experience regardless of the sector or geographic location within the City.

**MSW infrastructure planning.** Availability of adequate space for MSW collection containers and operations is another critical component of accomplishing the City's priority of establishing a three-stream collection system to maximize landfill diversion. The ESD will collaborate closely with the Planning Department to develop standards for MSW infrastructure and space allocation requirements for the multifamily, commercial and institutional, public spaces, and municipal operations sectors.

# 1.0 OVERVIEW, PRIORITIES, AND OBJECTIVES

#### 1.1 Purpose

Developing a Comprehensive Solid Waste Master Plan (CSWMP) for the City of Georgetown (City) is a critical step in determining how the City will manage its municipal solid waste (MSW) over the next 20 years as the City's growth continues and market factors continue to evolve. Planning for and implementing an integrated MSW management system is a complex and challenging endeavor requiring consideration of many factors: technological, institutional, legal, social, economic, and environmental. Furthermore, as cities throughout the state and country pursue solutions to their MSW management challenges, it is increasingly apparent that no single strategy, technology, or program offers a complete solution; rather, a combination of methods is needed to provide for appropriate and cost-effective management of the varying types of MSW in accordance with the unique properties of these various MSW stream components. The City and its consultant, Burns & McDonnell developed this CSWMP to guide the City's MSW management through the next 20 years.

## 1.2 Guiding Principles

The CSWMP was developed to align the City's existing 2030 Comprehensive Plan (refer to Section 2.1) and the adopted mission of the City's Environmental Services Department (ESD):

# **ENVIRONMENTAL SERVICES DEPARTMENT'S MISSION**

"Provide exceptional and friendly service at competitive prices while guiding the transformation from traditional solid waste services to a circular economy."

With these considerations and the approval of City Council, the ESD established four Guiding Principles to direct the development of the specific priorities and strategies presented throughout the CSWMP. The four Guiding Principles are:

- 1. Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy (refer to Section 2.3)
- 2. MSW services must be convenient for customers and price-competitive
- 3. Enhance aesthetics and services for Downtown and City parks
- 4. Evaluate alternatives to landfill disposal; landfills are a finite resource in the region

## 1.2.1 Guiding Principles 1 and 4

Guiding Principles 1 and 4 are closely linked and are therefore best considered together. To provide a high level of service to its customers while continuing to support environmental responsibility, it is important for the City to continuously seek new and innovative methods for managing MSW. The Cities strategies were developed with the intent to progress the City toward source reduction, material reuse, and recycling as alternatives to landfill disposal to create a more long-term sustainable MSW management system for the City and the region.

Development of appropriate and achievable goals requires a comprehensive understanding of the City's current MSW material generation on a sector by sector basis and for each type of MSW (landfill trash, recyclables, bulky materials, organics, and household hazardous waste (HHW). In the first five years of CSWMP implementation, the City plans to conduct waste characterization audits and additional studies for each sector addressed in CSWMP to develop a more detailed understanding of its MSW streams and establish baselines against which to measure future growth.

The priorities, strategies, activities, and tactics presented throughout the CSWMP were developed based on currently available data. As baselines are established, the plan is implemented, and progress is measured, the City will work to establish specific, measurable goals as appropriate for each sector (e.g., percent diversion and/or program participation rate goals). The City plans to revisit and update the plan and specific goals every five years.

### 1.2.2 Guiding Principle 2

The City strives to provide service to its customers that are accessible from both a convenience perspective and an economic perspective. These are two aspects that drive customer participation in and satisfaction with many services. There are many potential approaches the City could take toward achieving its MSW management priorities of increased recycling and diversion, but all approaches have associated costs. The strategies included in the CSWMP are intended to strike a balance between

providing high levels of service for all sectors, while maintaining cost-effective programs for both residents and the City.

#### 1.2.3 Guiding Principle 3

The City's public spaces, including City parks and the Downtown area are highly visible and important parts of the community and its identity. The City proudly promotes its abundance of public parks and its identity as the "Most Beautiful Townsquare in Texas" and it is committed to maintaining the beauty of its public spaces for residents and visitors alike. The City recognizes the value of these spaces and has prioritized providing effective MSW management in these spaces to enhance aesthetics and services provided in these spaces. Effective management will help to maintain the beauty of the City's public spaces and supports the City's image as an environmentally responsible, sustainability-minded community which also serves to promote economic development across all sectors.

#### 1.3 Stakeholder Engagement

The CSWMP development process engaged stakeholders from each of the City's sectors and customer segments for the purpose of gathering insight and opinions regarding the current MSW management systems and needs for the future of the system. Stakeholder engagement included meetings and workshops between the ESD and Burns & McDonnell and the following groups:

- Multifamily properties
- Key commercial and institutional customers
- Downtown businesses and property owners
- City's Parks & Recreation Department
- City's Facilities management
- Current MSW services contractor
- Former HHW services contractor (program was terminated December 2018)

#### 1.4 Key Terms

This section presents definitions of a selection of key terms used throughout the CSWMP that are necessary for a comprehensive understanding of the current MSW management systems and strategies that will be implemented in the future.

**Municipal solid waste (MSW).** MSW is used to refer to the entirety of waste stream that is generated by everyday activities in homes, institutions such as schools and hospitals, and commercial sources such as restaurants, offices, and small businesses. MSW can be further categorized by material types, as

described below. Different categories of MSW require different methods of handling for best management practices. Much of the MSW generated can be recycled, reused, or otherwise diverted from landfill disposal. MSW does not include hazardous, industrial, agricultural, mining, or sewage sludge wastes. Household hazardous wastes are included in this plan and addressed separately in Section 11.0.

**Landfill trash.** The portion of MSW that cannot practically be recycled, reused, or otherwise diverted is landfill trash. Landfill trash is considered true waste because there are no viable handling methods other than disposal in an MSW landfill. While alternatives may theoretically be possible (e.g. waste to energy, discussed in Section 2.3), there are currently no logistically and economically feasible alternatives.

**Recyclables.** Single-stream recyclables, or recyclables, refers to materials that are typically accepted through municipal curbside recycling programs, processed through materials recovery facilities (MRFs), and sold as commodities to markets where the material is then repurposed. Recyclables include items such as plastic and glass containers, aluminum and steel cans, cardboard, and other various paper products.

**Bulky materials.** Bulky materials consist of items generated from households or commercial customers that are too large to be placed inside a customer's regular collection container. Bulky materials include items such as furniture, mattresses, and large appliances.

**Organics.** Organics are plant or animal-based materials. Organics have the potential to be diverted from landfill disposal through composting or mulching processes. Within the category or organics, there are two sub-categories, yard trimmings and food scraps, used throughout the CSWMP to describe the material stream and associated processing options. Depending on available options, yard trimmings and organics may be processed together or separately.

**Yard trimmings.** Vegetative material generated from residential, commercial, or parks maintenance is categorized as yard trimmings, including branches, limbs, grass clippings, leaves, and other plant trimmings. Currently, the City's provides service for collection of yard trimmings which are mulched by the City's contractor at the transfer station.

**Food scraps.** Food scraps are materials such as fruit, vegetables, meat and dairy products. Often, processing of food scraps also includes food-soiled biodegradable items such as paper plates, paper towels, and to-go containers. Food scraps and yard trimmings can be diverted from landfill disposal by composting, the controlled decomposition of organic matter into humus or soil-like material. In Texas, commercial composting of MSW requires an permit issued by the Texas Commission on Environmental Quality (TCEQ).

**Household hazardous waste (HHW).** HHW refers to common household chemicals or other materials that should not be disposed of in MSW landfills due to their potential for environmental contamination and health impacts. They require special disposal by an entity permitted by the TCEQ. HHW includes but is not limited to materials such as paints, fertilizers, pesticides and poisons, pool chemicals, household cleaners, and automotive products. HHW does not include chemicals generated by commercial or industrial entities.

#### 1.5 Guide to Strategies and Implementation Plan Sections

Sections 4.0 through 11.0 are each dedicated to discussion of a specific sector within the City for which MSW needs to be managed. Each sector has unique characteristics requiring a customized approach to MSW management for its customers and material types. These "sector sections" begin with a summary of the current services and state of MSW management within the sector, present the City's priorities for future management, and then discuss the strategies by which management will be accomplished and an implementation plan for each activity. This section presents guidance for the reading and understanding key components of each sector's Strategies and Implementation Plan.

**Strategy.** A strategy is presented as a high-level approach to MSW management. Each sector has between one and four strategies, some of which are similar between sectors and some of which are unique. The strategies seek to support the four Guiding principles of the CSWMP. Multiple activities and tactics are presented for each strategy as specific actions the City will take to implement the strategy and work towards its established goals and priorities.

**Priorities.** Priorities are the objectives the City seeks to accomplish by implementing each strategy. Priorities vary in specificity, depending on the level of understanding or data the City currently has for each sector or type of MSW. As the City works to implement the CSWMP, establishes baselines for each sector, and revisits its priorities at five-year intervals, it plans to further define priorities and measurable goals.

**Near, Mid, and Long-term.** For purposes of the CSWMP, near-term is defined as 1-5 years, mid-term is 6-10 years, and long-term is 11-20 years. Activities and tactics are most numerous and detailed for the short-term. As the City implements these short-term activities and tactics and is able to measure the impacts and progress towards goals and priorities, it will be able to further define actions to be taken in the mid-term and long-term time frames.

**Cost considerations.** For each activity or tactic implemented there will be associated costs. This is meant to provide a summary of the potential types of costs each activity may require. It is not meant to provide a detailed cost analysis. Further evaluation prior to implementation will be conducted to detail the costs to the City for each activity.

**Responsible party/department.** The City's Environmental Services Department is the primary department responsible for implementing the CSWMP. The ESD will work with many other parties and carry out each activity, including but not limited to other City departments, institutions, community partners, residents, commercial customers, contractors, and consultants.

**Implementation priority.** The City has assigned a high, medium, or low implementation priority to each activity or tactic presented in the CSWMP. Each activity and tactic has value in working toward effective MSW management and support of the Guiding Principles. Because each activity has associated costs, time, and staffing requirements, the City will choose to first implement critically important activities (high priority) and then implement activities assigned medium and low implementation priority as resources are available.

# 2.0 PLANNING STUDIES, REGULATORY, AND TRENDS REVIEW

This section provides a broad perspective of the historic and current state of the MSW management environment in which the City is developing this CSWMP. It provides a review of relevant existing planning studies, a summary of relevant laws and regulations, and summarizes recent key trends in MSW management.

# 2.1 Review of Relevant Planning Studies

Understanding prior MSW and community planning projects completed at the local, regional, and state levels is a critical step in effectively and efficiently developing the CSWMP for the City. To inform development of this CSWMP, Burns & McDonnell reviewed the following studies and plans.

**City of Georgetown 2030 Comprehensive Plan.** The City developed this plan in 2008 to define its vision and provide a framework for future development. It is the intent of this CSWMP to align with the City's existing Comprehensive Plan and support progress of the City's vision, goals, and expectations for growth and development.<sup>1</sup>

**CAPCOG Regional Solid Waste Management Plan 2002-2022.** This plan was approved in 2005 and covers a 20-year planning period for the CAPCOG, the 10-county regional planning area that includes Williamson County. The primary purposes of this plan were to inventory closed landfills, quantify regional landfill capacity in relation to projected future growth in waste generation, identify the region's most prominent needs and problems, and outline activities and priorities to be initiated throughout the planning period.<sup>2</sup>

**TCEQ Study on the Economic Impacts of Recycling.** This 2017 study, completed by the Texas Commission on Environmental Quality (TCEQ), documented the quantities of MSW recycled and landfilled in Texas. The report provides a state-level understanding of 2015 recycling and landfill disposal quantities and composition and provides key economic and market trend data.<sup>3</sup>

<sup>1</sup> City of Georgetown. 2008. "2030 Comprehensive Plan." Available online: <u>https://2030.georgetown.org/</u>

<sup>2</sup> Capital Area Planning Council of Governments (CAPCOG). 2005. "Regional Solid Waste Management Plan 2002-2022." Available online: <u>http://www.capcog.org/divisions/regional-services/solid-waste-planning</u> <sup>3</sup> Tawas Commission on Environmental Ovality (TCEO). July 2017. "Study on the Economic Impacts of Recursit

<sup>3</sup> Texas Commission on Environmental Quality (TCEQ). July 2017. "Study on the Economic Impacts of Recycling." Available online: <u>https://www.tceq.texas.gov/p2/recycle/study-on-the-economic-impacts-of-recycling</u>.

#### 2.2 Regulatory and Policy Review

Prior MSW regulations and policies, as well as trends and the current regulatory climate, have largely shaped the state of MSW management and defined the environment in which this CSWMP was developed. This section provides a summary of federal and state regulations, policies, and trends.

## 2.2.1 Role of the Federal Government in Regulating Solid Waste

The federal government sets basic requirements for regulations that protect public health and the environment, which helps to provide consistency among states. The United States Environmental Protection Agency (U.S. EPA) is responsible for hazardous and non-hazardous solid waste management through the Office for Solid Waste and Emergency Response. There are three major pieces federal legislation pertaining to solid waste management:<sup>4</sup>

- Prior to 1965, solid waste management was entirely dependent on the judgement and decisions of individuals or local departments of health and sanitation. In 1965, Congress made its first attempt to define the scope of the nation's waste disposal problems by enacting the Federal Solid Waste Disposal Act (SWDA), which financed statewide surveys of landfills and illegal dumps.
- 2. The first significant federal legislation governing the disposal of non-hazardous and hazardous waste was passed in 1976 under the Resource Conservation and Recovery Act (RCRA). The RCRA established landfill construction, management, and closure guidelines. It also regulates hazardous waste management facilities that treat, store, or dispose of hazardous waste. The RCRA has been amended three times since its inception:<sup>5</sup>
  - 1984 Hazardous and Solid Waste Amendments, requiring the phasing out of land disposal of hazardous wastes and granting the U. S. EPA regulatory authority over landfills (Subtitle C Hazardous Waste and Subtitle D Non-hazardous waste)
  - 2. 1992 Federal Facility Compliance Act, strengthening enforcement of RCRA at federal facilities
  - 3. 1996 Land Disposal Program Flexibility Act, providing regulatory flexibility for land disposal of certain wastes
- The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, known as Superfund, was enacted by Congress to address abandoned hazardous waste sites

<sup>&</sup>lt;sup>4</sup> Texas Center for Policy Studies. 1995. "Texas Environmental Almanac." Available online: <u>http://www.texascenter.org/almanac/</u>

<sup>&</sup>lt;sup>5</sup> U.S. Environmental Protection Agency. 2017. "History of the Resource Conservation and Recovery Act (RCRA)." Available online: <u>https://www.epa.gov/rcra/history-resource-conservation-and-recovery-act-rcra</u>

in the United States. CERCLA was subsequently amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) to stress the importance of permanent remedies, provide for increased state involvement, and increase federal funding. <sup>6</sup> The Office of Air and Radiation regulates solid waste-related air emissions, enforcing the Clean Air Act of 1976 (CAA) and its subsequent amendments.<sup>7</sup>

## 2.2.2 Role of the State Government in Regulating Solid Waste

Texas has a long-standing MSW regulatory program, initiated with the Texas Solid Waste Disposal Act and passed by the state legislature in 1969. This Act required the Texas Health Department to adopt regulations pertaining to the design, construction, and operation of landfills and other MSW processing facilities. Today, the TCEQ holds jurisdiction over MSW. Several other major pieces of state legislation from the state Senate and House of Representatives have been enacted:

- The 1983 Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act, which established the Municipal Solid Waste Management and Resource Recovery Advisory Council, prescribed criteria and procedures for regional planning agencies and local governments that wanted to develop solid waste management plans.
- The 1987 House Bill 2051 established a preferred hierarchy via state policy for the management of hazardous waste, municipal waste, and municipal sludge. Figure 2-1 illustrates a current version of the municipal waste management hierarchy.
- The 1989 Senate Bill 1519 established a solid waste disposal fee program to fund the state's MSW regulatory programs. It required the state's regional planning agencies (Councils of Governments, COG) to develop regional solid waste management plans and to provide grand funding to support development of local plans.
- The 1991 Omnibus Recycling Act (Senate Bill 1340), set a statewide recycling goal of 40 percent of its MSW by January 1, 1994 and directed several state agencies to develop a joint market study and strategies to stimulate markets for recycled goods.
- The 1993 Senate Bill 1051 expanded state recycling programs and amended the state's 40 percent recycling goal. The goal became a 40 percent waste reduction goal, aimed at reducing the total amount of MSW disposed of in the state through recycling as well as source reduction.

<sup>&</sup>lt;sup>6</sup> U.S. Environmental Protection Agency (U.S. EPA). 2017. "Superfund: CERCLA Overview." Available online: <u>https://www.epa.gov/superfund/superfund-cercla-overview</u>

<sup>&</sup>lt;sup>7</sup> City of Dallas, Texas. February 2013. "Local Solid Waste Management Plan 2011-2060." Available online: <u>http://dallascityhall.com/departments/sanitation/Pages/default.aspx</u>

- The 1993 House Bill 2537 addressed the risks associated with methane gas release from closed landfills by establishing a process for the TCEQ to review proposals and issue permits to build atop closed MSW landfills.<sup>8</sup>
- The 2007 Texas Computer Equipment Recycling Law required manufacturers to establish and implement a recovery plan for collection, recycling, and reuse of computer products.<sup>9</sup>
- The 2013 House Bill 7 reduced the disposal fees that landfills are required to pay to TCEQ from \$1.25 per ton to \$0.94 per ton and reduced the percentage allocated to Councils of Governments (COGs) to 33.3 percent.
- The 2015 House Bill 2736 required the TCEQ to conduct a study to quantify the amount of materials being recycled in the state, assess the economic impacts of recycling, and identify ways to develop new markets to increase recycling. The TCEQ completed *Study on the Economic Impacts of Recycling* in 2017.

# 2.2.3 Recent State Legislative Trends

When the Texas Legislature is in session, a variety of Senate and House bill proposals relating to MSW management are introduced. During recent legislative sessions, key topics of interest to state legislators have included

- Increased regulations over the handling and disposal of scrap tires, including proposals for programs to support enforcement of laws related to illegal dumping of tires
- Proposed legislation placing responsibility for recycling and proper disposal on manufacturers and retailers of certain products, including tires and electronics
- Increased regulations regarding the disposal of electronic waste, including producer responsibility, mandatory recycling programs, and prohibition of disposal in MSW landfills
- The regulation and recycling of plastic retail bags, including proposed recycling programs, educational programs, as well as proposed legislation to prohibit municipalities from adopting "bag ban" ordinances
- Stricter regulations for locations of new landfills or the expansion of existing landfills in environmentally sensitive areas, such as over sole source aquifers or within special flood hazard areas

<sup>&</sup>lt;sup>8</sup> Texas Center for Policy Studies. 1995. "Texas Environmental Almanac." Available online: <u>http://www.texascenter.org/almanac/</u>

<sup>&</sup>lt;sup>9</sup> City of Dallas, Texas. February 2013. "Local Solid Waste Management Plan 2011-2060." Available online: <u>http://dallascityhall.com/departments/sanitation/Pages/default.aspx</u>

• The expansion of programs for recycling and disposal and requirements for hard to recycle and hazardous materials, including used oil, paint, household batteries, mercury thermostats, scrap metal, and electronics

#### 2.3 MSW Management Industry Trends

This section provides perspective on key MSW management trends that may influence the development of the CSWMP and the industry moving forward.

**Sustainable materials management.** Sustainable materials management (SMM) is a systematic approach to using and reusing materials more productively over their entire life cycles.<sup>10</sup> SMM encourages changes in how communities think about the use of natural resources and environmental protection, and goes beyond traditional thinking about waste reduction, reuse, recycling, and disposal. SMM emphasizes the consideration of a product's life from manufacturing to disposal and the need to make sustainable choices throughout that life cycle. An SMM approach seeks to

- Use materials in the most productive way with an emphasis on using less,
- Reduce toxic chemicals and environmental impacts throughout a material's life cycle, and
- Provide sufficient resources to meet the material needs of today and the future.

It has been a trend for the MSW management industry for MSW management plans to apply the broad view of SMM to better plan for their community's economic and environmental future. For example, as discussed in Table 2-4, several cities in Texas have adopted plans with high diversion goals, which typically include addressing SMM concepts.

<sup>&</sup>lt;sup>10</sup> U.S. Environmental Protection Agency (U.S. EPA). 2017. "Sustainable Materials Management Basics." Available online: <u>https://www.epa.gov/smm/sustainable-materials-management-basics</u>

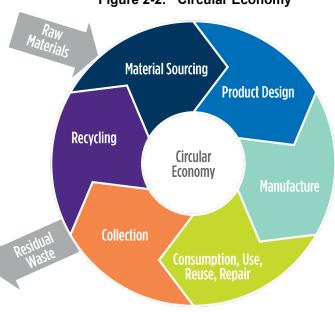


#### Figure 2-1: U.S. EPA's Waste Management Hierarchy

Waste management hierarchy. The waste management hierarchy, developed by the U.S. EPA, has been adopted by many communities as a guide to managing MSW. This hierarchy is used as a tool in implementing an SMM approach to waste management. It was developed in recognition that no single waste management approach is suitable for managing all materials and all waste streams in all circumstances. The hierarchy ranks various management

strategies from most to least environmentally preferred. It places emphasis on reducing, reusing, and recycling as key to SMM.<sup>11</sup>

**Circular economy.** Like an SMM approach to planning for a community's future, the concept of a circular economy considers environmentally and economically sustainable decision-making throughout a material's life cycle. It offers a shift from the traditional linear manufacture-usedispose concept of materials to a circular economy model that keeps resources in use for as long as possible, maximizes life and extracted value, and emphasizes that used materials are recovered and regenerated for





other uses. This economic approach allows the cycle to begin again while minimizing material disposal.

<sup>&</sup>lt;sup>11</sup> U.S. Environmental Protection Agency. 2017. "Sustainable Materials Management: Non-Hazardous Materials and Waste Management Hierarchy." Available online: <u>https://www.epa.gov/smm/sustainable-materials-management-non-hazardous-materials-and-waste-management-hierarchy</u>

**Waste-to-energy and emerging technologies.** While recycling and disposal have been considered traditional MSW management methods in Texas, some components of the MSW stream can be converted into energy or further processed. Over the past several years, many local governments in the United States have considered various technologies (e.g. mass burn combustion, mixed waste processing, gasification, anaerobic digestion, etc.) to manage their MSW stream.

The cities included in Table 2-1 have considered and evaluated various technologies for their communities, but none have implemented any waste-to-energy or other conversion technology. Key reasons for deciding against implementation of these technologies included preferring to focus on more traditional recycling (e.g. single-stream) and organics diversion programs and the relatively low cost of landfill disposal.

City	Year	Summary
San Antonio	2011	Evaluated the feasibility of waste-to-energy and concluded that those technologies are not economically feasible "at this time or in the foreseeable future." City decided to focus zero waste implementation efforts on traditional recycling strategies.
Waco	2013	Issued request for proposals for waste-to-energy and received five responses. City declined to further pursue proposals as none of the companies were in commercial operation in the U.S. at the time.
Killeen	2013	While the City entered into negotiations for a gasification facility, the private company did not secure financing and the project was terminated.
Dallas	2014	Following adoption of its zero waste plan, City evaluated the feasibility of technologies such as single-stream processing, mixed-waste processing, anaerobic digestion and gasification. Elected to focus on the more proven single-stream recycling.
Fort Worth	2016	City's request for proposals for recycling processing included consideration of alternative technologies. However, City decided to continue contracting for recycling via single-stream processing.
Houston	2017	Evaluated "One Bin for All" approach, where all MSW would be collected together (i.e. mixed waste), but City declined to enter into contract for "One Bin for All" concept.

Table 2-1: Summary of Texas Cities' Efforts to Evaluate Conversion Technologies

Landfill trends. As regulations become more restrictive and it becomes increasingly more challenging to obtain permits for new landfills, the MSW industry is seeing an increase in the vertical and horizontal expansion of established landfills. As discussed in Section 3.5.1.2, several landfills in central Texas received permits for expansions through 2009 and 2010. Owners are more commonly seeking to extend the useful life of their landfill by expanding the landfill footprint, improving operations, or implementing

additional technologies such as enhanced leachate recirculation (a process in which liquids or air are added into a landfill to accelerate degradation of the waste and prolonging its useful life).

Landfill tipping fees. The Environmental Research and Education Fund (EREF) conducted studies in 2016 and 2017 comparing landfill tipping fees across the country. In 2016, average per-ton landfill tipping fees in Texas were lower than both the national average and the South Central Region (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas) average. In 2017, the average landfill tipping fees in Texas remained below the national average but rose slightly higher than the regional average. The average tipping fees in Texas increased at a much higher rate than both the regional and national averages. <sup>12</sup> This increase could be attributed to differences in economic growth across regions or that EREF received responses from a different set of landfills from one year to the next.

The tipping fees shown in Table 2-2 reflect the average of posted tipping fees at surveyed landfills. Negotiated tipping fees between a landfill and individual haulers may be significantly lower, as is the case under the City of Georgetown's solid waste services contract.

	January 2016	April 2017	Difference	Percent Increase
Texas	\$28.00	\$38.19	\$10.19	36.4%
South Central Region	\$36.34	\$36.94	\$0.60	1.7%
United States	\$48.27	\$51.82	\$3.55	7.4%

Table 2-2: Average Per-ton Landfill Tipping Fees

Source: Environmental Research & Education Foundation (EREF)

**Recycling processing fees.** The per-ton fees that a municipality pays for the processing of recyclable and organic materials collected from its customers are impacted by various factors including, but not limited to, the market value of recovered materials and the level of contamination present. Over the past 10 years, the changing market value of recovered materials has had a significant impact on single stream material (commingled collection of paper, plastics, metal, and glass) processing costs.

MRFs typically charge per ton for processing a municipality's recyclable materials and offer a share of the revenue generated through sale of the material back to the municipality. In 2008, at the beginning of the recession, the market value of recyclable materials fell from record highs to record lows. Some MRFs experienced negative cash flows because they were no longer able to cover the entirety of their processing costs through processing fees (average of \$30-\$40 per ton prior to 2008) charged to municipalities and

<sup>&</sup>lt;sup>12</sup> Environmental Research & Education Foundation (EREF). January 2016 and April 2017. "Analysis of MSW Landfill Tipping Fees. Available online from EREF: <u>https://erefdn.org/bibliography/datapolicy-projects/</u>

material revenues. Due to the dramatically reduced market values of recovered materials, many MRFs changed their cost recovery structure by charging higher processing fees that would fully recover all processing costs rather than relying on material revenues. As a result, MRFs were then typically willing to offer municipalities a greater share of material revenues. Table 2-3 compares the average single stream materials processing fees and recyclable materials revenue shares in Texas before and after the 2008 recession.

Table 2-3:	Average Single-Stream	Recyclables Pr	ocessing Fees	and Municipal	Revenue Shares

Fee/Revenue	Prior to 2008	After 2008
Processing fee per ton	\$30-40	\$60-90
Recyclables revenue share to municipality	40-70%	50-90%

The average value of single stream materials varies based on the composition of the materials (i.e. quantity of paper, plastics, metal, and glass) and the quality of the materials. The average blended market value of processed recyclable materials collected single stream (paper, plastics, metal, and glass) from municipal collection programs in Texas over the five-year period from 2011 to 2016 was \$89 per ton. Figure 2-3 illustrates the changes in the average value of single stream materials in Texas over this period.<sup>13</sup>





<sup>&</sup>lt;sup>13</sup> Source: Texas Commission on Environmental Quality (TCEQ). July 2017. "Study on the Economic Impacts of Recycling." <u>https://www.tceq.texas.gov/p2/recycle/study-on-the-economic-impacts-of-recycling</u>.

**Contracting for services versus municipalization.** In Texas, many cities provide MSW services either with City resources or through a single private hauler contracted to provide those services. A small number of cities have an open market system in which several private haulers are permitted to operate within the city; however, open market systems are much more common for commercial, rather than residential, services. Generally, cities of smaller size in Texas may choose to contract for MSW services, likely due to limited resources available for operation of a municipal system. Among some smaller cities and many cities with higher populations, there is a split between those that have municipally and privately provided services. The City of Georgetown has chosen to contract with one company as its exclusive provider for both residential and commercial services within City limits. This approach is consistent with cities of comparable size in Texas.

**High recycling or zero waste goals by other Texas cities.** Over the last 10 years, several cities in Texas have developed MSW management plans that include goals to recycle or divert a high percentage of material from being landfilled. Some of these cities have specifically developed "zero waste" plans, while others have preferred to use terminology such as "high diversion." Zero waste is a philosophy that encourages the redesign of resource life cycles so that all products are reused. The goal for zero waste is that no MSW be sent to landfills or waste-to-energy facilities. Zero waste is more a goal or ideal rather than a hard target, as multiple cities with zero waste plans set maximum goals that still include some MSW going to landfills (e.g. 80% landfill diversion).

It has become common for cities to set short-, mid-, and long-term goals for recycling and diversion and to develop progressive programs and strategy implementation plans to meet those benchmarks. Texas cities that have established high diversion or zero waste goals include but are not limited to those presented in Table 2-4.

City	Goal
	40% diversion by 2020
Dallas <sup>1</sup>	60% diversion by 2030
	Maximize diversion by 2040
	20% reduction in per capita solid waste disposal by 2012
Austin <sup>2</sup>	75% diversion by 2020
	90% diversion by 2040
	30% residential recycling rate by 2021
	40% total City recycling rate by 2023
Fort Worth <sup>3</sup>	50% total City recycling rate by 2030
	60% landfill diversion by 2037
	80% landfill diversion by 2045
San Antonio <sup>4</sup>	60% single family residential recycling rate by 2025

 Table 2-4:
 Texas Cities with High Diversion or Recycling Goals

<sup>1</sup> Source: City of Dallas, Local Solid Waste Management Plan 2011-2060

<sup>2</sup> Source: City of Austin, Zero Waste Strategic Plan

<sup>3</sup> Source: City of Fort Worth, 2017-2037 Comprehensive Solid Waste Management Plan

<sup>4</sup> Source: City of San Antonio, Recycling and Resource Recovery Plan, 2013 Update

**Importance of transfer stations.** Transfer stations are facilities that are used to consolidate MSW from multiple collection vehicles into larger, high-volume transfer vehicles for economical shipment to distant disposal or processing facilities. Transfer stations can be used for material destined for landfilling, recycling, or composting. With a nationwide trend toward larger disposal and processing facilities, there has been an enhanced need for transfer stations. When transport distances are longer, transfer stations allow collection vehicles to be more productive by maximizing the amount of time spent collecting material rather than driving to a distant facility. Key factors that affect the financial feasibility of transfer stations include:

- Collection cost
- Disposal cost
- Distance/travel time to landfill
- Fuel costs
- Annual tonnage hauled
- Payload of transfer trailers versus collection vehicles

Section 4.0 provides further perspective on specific aspects of transfer station hauling distances for the City.

**Recycling Measurement.** Traditionally, a recycling rate has been calculated as a means to measure recycling efforts. A recycling rate indicates the percentage of MSW generated that is recycled. It is typically calculated using the following formula.

 $\frac{total\ recycled}{total\ recycled + total\ disposed} \times 100\% = recycling\ rate\ percentage$ 

Over the past decade, the weights and composition of materials in MSW streams have changed. For example, there is now typically less newspaper but more cardboard, and individual plastic bottles and aluminum cans weigh less. Some consumer packaging contains multiple materials, making recycling more challenging. Due to these factors, some communities are considering alternative methods to recycling measurement, other than recycling rates as described above:

- Capture rate: Percentage of recyclable material that is recycled versus disposed
- Disposal rate: Based on per capita/employee disposal quantities
- **Participation rate:** Based on how frequently a resident or business recycles over a defined time period (e.g. monthly)
- Life cycle analysis: Analysis of the total environmental impacts associated with a product or process and evaluation of opportunities to reduce impacts throughout its life cycle, using methods such as replacing virgin material inputs with recycled material
- **Greenhouse gases:** Quantification of greenhouse gas reductions through increased use of recycled materials as product inputs (life cycle analysis) and reduction of material landfilled, which reduces the generation of greenhouse gases due to decomposition

## 3.0 PLANNING AREA CHARACTERISTICS

To properly plan for the City's future MSW management needs, an understanding of the factors that will impact those needs is important. This section describes the City's demographic and economic characteristics as well as how these characteristics were applied to develop the City's current MSW generation profile and future MSW generation projections.

## 3.1 Demographic and Economic Characteristics of Georgetown

Demographic and economic growth will largely determine the level of growth in MSW generation that the City will see over the planning period through 2040. Burns & McDonnell utilized a selection of existing population and employment projections to develop the future MSW generation projections for the City, as presented in Section 3.3.3.

### 3.1.1 Population Projections

The City's Planning Department previously developed population projections for both the City and the City's extraterritorial jurisdiction (ETJ) through 2030.<sup>1</sup> To project the City and ETJ populations through 2040, Burns & McDonnell applied the average annual population growth rates from the years 2025 to 2030. City estimates indicate that there were approximately 60,300 people living within the City limits and 24,600 people living in the ETJ in 2017. Burns & McDonnell's population projections indicate that City and ETJ populations may grow to approximately 136,400 and 31,800, respectively, in 2040.

Figure 3-1 shows the projected population growth for the City and ETJ from 2017 through 2040. While the City population is projected to increase steadily, the population of the ETJ remains relatively constant from 2020 to 2040. The City anticipates expanding the City limits over the course of the planning period to incorporate some current ETJ areas. These areas are expected to see population growth, but these population increases will become part of the City population when portions of the ETJ are annexed.

<sup>&</sup>lt;sup>1</sup> The actual population data and projections utilized to estimate population levels and to inform the waste generation forecast for this CSWMP were as provided by the City in the fall of 2017. With the City's dynamic and continued growth, population projections may have changed since the development of these population and waste generation estimates. This data is intended to provide guidelines for the City over the 20-year planning period and may be updated as appropriate in the future.

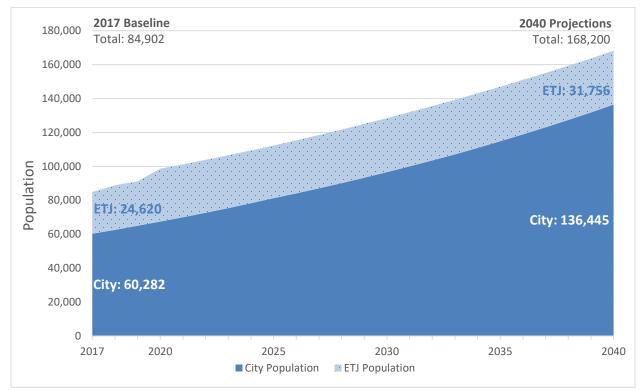


Figure 3-1: 2017-2040 Population Projections, City Limits and ETJ

The City estimates that approximately 85 percent of residents currently live in single-family residences and the remaining 15 percent live in multifamily residences. The City expects that this distribution may shift to 80 percent single-family residents and 20 percent multifamily residents by the year 2040. This anticipated change in proportion of single-family and multifamily residents was incorporated into population and MSW generation projections for both City and ETJ populations. Table 3-1 shows the single-family and multifamily residential projections within the City limits and in the ETJ.

Year	Total Population		Single-	Family	Multifamily	
	City	ETJ	City	ETJ	City	ETJ
2017	60,282	24,620	51,240	20,927	9,042	3,693
2020	67,418	31,271	56,866	26,376	10,552	4,895
2025	81,239	31,031	67,640	25,837	13,599	5,194
2030	96,567	31,898	79,353	26,212	17,214	5,686
2035	114,787	32,209	93,077	26,117	21,710	6,092
2040	136,445	31,756	109,156	25,404	27,289	6,351

 Table 3-1:
 Single-Family and Multifamily Population Projections, City and ETJ<sup>1</sup>

<sup>1</sup> The total ETJ populations do not reflect the number of residents receiving solid waste services through the City's contractor but are intended to illustrate the level of growth the City may see during the planning period. Distinction between residents and households that are City customers and those that are not are discussed further in Sections 3.1.2 and 3.2.1.

## 3.1.2 Additional Population Considerations

The City's contractor has the exclusive right to provide MSW services to residents within City limits and to some single-family residents in the ETJ who live in municipal utility districts (MUDs) that have service agreements with the City. Single-family residents in the ETJ that do not also reside in these MUDs are not considered City customers and therefore contract directly with an MSW service provider of their choice.

In planning for future MSW generation, processing, and disposal capacities, the CSWMP considers only MSW from residents who are City customers and whose waste is likely to continue being handled by the City or its contractor in the future. In 2017, about 42 percent of ETJ residents received solid waste services from the City's contractor. This assumption was carried forward through 2040 to develop MSW generation projections.

Under the City's current MSW services contract, City residential customers residing within City limits are considered Tier I customers and City residential customers residing within the ETJ are considered Tier II customers. Single-family customers may be either Tier I or Tier II customers. For contractual purposes, multifamily residential customers are considered commercial customers because they receive the same types of MSW services and are subject to the same rate schedules. The City's multifamily customers are the property owners and managers of multifamily properties, not the individual residents or households. The City has Tier I multifamily customers but does not have Tier II multifamily customers. The definition of the City's commercial customers, which include multifamily customers, is further discussed in Section 3.2.1.

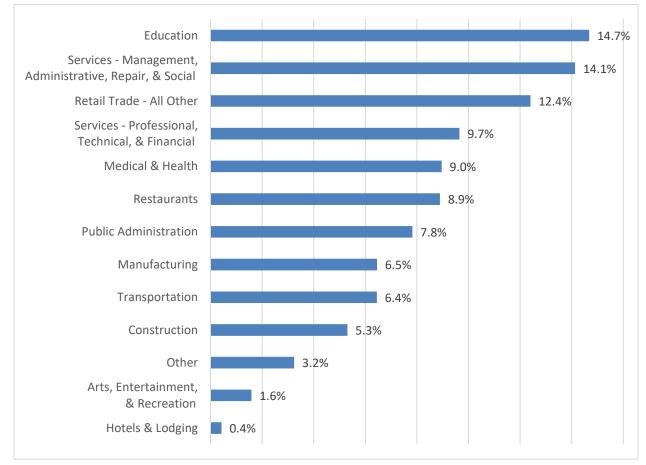
### 3.2 Economic Characteristics

The City's adopted vision statement, "Georgetown: A caring community honoring our past and innovating for the future" reflects two of the City's major focal points for future development:

- To vigorously promote business development within the City and a high quality built environment
- While actively preserving the community's heritage and historic character<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> City of Georgetown. City of Georgetown website, Planning Department homepage. Accessed April 2018. Available online: <u>https://planning.georgetown.org/</u>

As part of the Austin metro area, the City is part of one of the healthiest business climates in the United States and is home to a diverse mix of successful businesses, creating a strong and stable economic base.<sup>3</sup> Based on data provided by Jobs EQ, there were an estimated 27,181 people employed within the City limits as of fall of 2017.<sup>4</sup> Figure 3-2 illustrates the City's employment by industry.





There are currently over 3,300 businesses in the City, with more than 250 having over 20 employees and more than 500 having over 10 employees. In 2017, Williamson County, Georgetown Independent School District (GISD), the City of Georgetown, Southwestern University, Airborn, Inc., and St. David's Georgetown Hospital were among the largest employers in the City, each with over 450 employees.<sup>5</sup>

<sup>&</sup>lt;sup>3</sup> City of Georgetown. City of Georgetown website, "Business Community." Accessed April 2018. Available online: <u>https://invest.georgetown.org/industries-companies/</u>

<sup>&</sup>lt;sup>4</sup> Jobs EQ is a provider of market data for the City. Data utilized in the CSWMP was provided to the City by Jobs EQ in a report generated on February 16, 2018 with data updated through the third quarter of 2017. Available online: <u>http://www.chmuraecon.com/jobseq</u>

<sup>&</sup>lt;sup>5</sup> City of Georgetown. City of Georgetown website, "Major Employers." Accessed May 2018. Available online: <u>https://invest.georgetown.org/industries-companies/major-employers/</u>

# 3.2.1 Employment Projections

Employment projections were used as the basis for the commercial sector MSW generation forecast. City employment is projected to grow from approximately 27,200 employees in 2017 to 52,200 employees in 2040. Figure 3-3 shows the projected employment growth for the City from 2017 through 2040.<sup>6</sup>

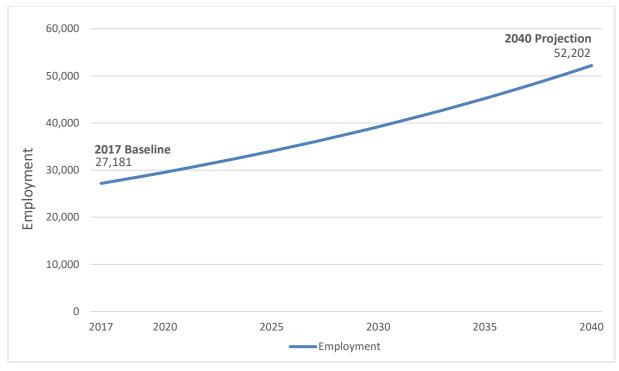


Figure 3-3: 2017-2040 City of Georgetown Employment Projections

The City's MSW services contractor provides exclusive service to commercial customers within the City limits. As with residential customers, commercial customers within the City limits are referred to as Tier I customers. Business and institutional entities (all non-residential entities) outside the City limits receive MSW services through an open-market system and contract directly with a service provider of their choice and are not considered City customers; therefore, there are no Tier II commercial MSW customers. Commercial MSW generation projections considered only generation and employment growth of businesses and institutions within City limits (Tier I customers).

# 3.3 MSW Current Generation and Forecast

Understanding current and projected future MSW generation allows the City to appropriately plan for solid waste and recycling system needs, including services, programs, and infrastructure. For purposes of

<sup>&</sup>lt;sup>6</sup> Employment projections were developed based on 2017 employment data by industry and a projected 10-year average annual growth rate provided by Jobs EQ. Burns & McDonnell utilized the projected 10-year average annual growth rates to extrapolate the City's employment growth through 2040.

the CSWMP, it is assumed that the City will handle all MSW generated by City customers, both Tier I and Tier II.

### 3.3.1 MSW Generation Forecast Methodology

The following data served as the basis for development of the MSW generation forecast for the City through the end of the CSWMP planning period, in the year 2040.

- Population projections (presented in Table 3-1)
- Employment projections (presented in Figure 3-3)
- Current MSW generation rates by sector and material type (presented in Table 3-2)

This data was used to develop an MSW generation forecast for the residential and commercial sectors. As with any long-term planning activity, the development of the MSW generation forecast required a number of assumptions to be made. Key assumptions, data considerations, and limitations are described below.

**Residential.** The residential sector includes both single-family and multifamily customers. However, multifamily services are provided similarly to commercial services and material is often combined in the same collection vehicles. Total reported commercial MSW generation data included multifamily quantities, but specific multifamily data was unavailable. Reported residential MSW generation data included only single-family material quantities. Therefore, Burns & McDonnell utilized single-family MSW generation levels.

Single-family residential MSW generation estimates for each material category (landfill trash, recyclables, and yard trimmings) were made on a per-person basis by dividing total reported residential MSW quantities by the total single-family population. Adjustments were made to estimate multifamily residential per-person MSW generation.<sup>7</sup> Per-person MSW generation estimates were then applied to population projections to develop the residential MSW generation forecast.

<sup>&</sup>lt;sup>7</sup> Burns & McDonnell assumed that per-person MSW generation for multifamily residents was equal to the total amount of MSW generated by single-family resident, less yard trimmings material. Because multifamily recycling services are limited in the City, it was assumed that the average per-person amount of material recycled by multifamily residents would be 25 percent of the total material recycled per-person for single-family residents. The additional material assumed to not be recycled by multifamily residents was assumed to be disposed of as landfill trash.

To calculate per-household MSW generation estimates, Burns & McDonnell utilized ratios of 2.38 people per household for single-family households and 1.8 people per household for multifamily households, based on information provided by the City.

**Commercial.** For planning purposes, the commercial sector includes commercial and industrial businesses, institutions (e.g., schools and hospitals), and local governmental facilities other than City facilities (e.g., County facilities). Commercial MSW quantities include material collected with regular landfill trash and recyclables collections service via front-load dumpsters and carts as well as roll-off services.<sup>8</sup> The amount of MSW generated by each commercial entity varies significantly depending on factors such as size of the entity and nature of business or operation (i.e., industry sector). Therefore, Burns & McDonnell calculated the current average amount of MSW generated per person employed within the City by dividing the total commercial MSW generation by the total number of employees.

## 3.3.2 Current MSW Generation

As discussed in Section 3.3.1, MSW generation projections through the end of the planning period were based on per-resident MSW generation for the residential sector and per-employee MSW generation for the commercial sector. Table 3-2 provides a summary of the total MSW generation, number of residents or employees, and annual per-person MSW generation by sector. Table 3-3 presents further breakdown of total MSW generation by sector.

Sector	Total MSW Generation (Tons)	Total Residents/ Employees	Annual MSW Generation Per Person
Single-Family Residential (Tier I and II)	31,764	51,240	0.53 tons/resident
Multifamily Residential	4,671	9,042	0.52 tons/resident
Commercial	28,870	27,181	1.06 tons/employee
<b>Total MSW Generation</b>	65,305		

Table 3-2: 2017 MSW Generation per Person

The City-owned transfer station is operated by the City's contractor and accepts MSW from both City customers and non-City customers. In fiscal year (FY) 2017 (October 1, 2016-September 30, 2017), a

<sup>&</sup>lt;sup>8</sup> MSW quantity data received from the City's contractor did not differentiate between roll-off tonnages generated by commercial Tier I customers and non-City customers. The contractor estimates that approximately 50 percent of roll-off tonnage received at the transfer station are received from the City's commercial Tier I customers and 50 percent is received from non-City customers. Burns & McDonnell utilized this assumption to develop commercial MSW generation projections.

total of approximately 86,000 tons of MSW were delivered to the transfer station from City and non-City customers from the residential (single-family and multifamily) and commercial sectors.<sup>9</sup>

For purposes of the CSWMP and MSW generation projections, only MSW quantities generated by City customers were considered. Total MSW generated by City customers, Tier I and Tier II, and delivered to the transfer station in FY 2017 was approximately 65,300 tons.<sup>10</sup> Table 3-3 provides a detailed breakdown of FY 2017 MSW generation by sector and material type.

Sector <sup>2</sup>	Landfill Trash Recyclables		Yard Trimmings <sup>3</sup>	Totals
RESIDENTIAL				
Single-Family Tier I	21,534	4,933	626	27,093
Single-Family Tier II	3,713	851	108 (estimated drop-off tonnage)	4,671
Multifamily Tier I <sup>4</sup>	4,459	211	0	4,671
<b>Residential Total</b>	29,706	5,995	734	36,435
COMMERCIAL <sup>5</sup>	<u>.</u>			
Commercial Tier I	27,013	1,198	659 (estimated drop-off tonnage)	28,870
<b>Commercial Total</b>	27,013	1,198	659	28,870
Total MSW Generation	56,803	7,003	1,499	65,305

Table 3-3: 2017 Total City Customer MSW Generation (Tons)<sup>1</sup>

<sup>1</sup> Values are based on summary reports provided by the City's contractor for MSW received at the transfer station in FY 2017. Where MSW quantities were reported in units other than tons, Burns & McDonnell utilized standard material conversion factors published by the U.S. EPA.

<sup>2</sup> Tier I customers include all City MSW service customers located within City limits. Tier II customers include all City MSW service customers located in the ETJ. Single-family Tier II customers are single-family residents located in the ETJ and within MUDs having service agreements with the City. There are no multifamily residential or commercial Tier II customers.

<sup>3</sup>Yard trimmings collection service is provided only to single-family Tier I customers under the City's current contract. Yard trimmings tonnage shown for commercial Tier I customers and single-family Tier II customers reflects estimated quantities of brush and yard trimmings dropped off at the transfer station.

<sup>4</sup> Per-person MSW generation for multifamily residents was assumed to be equal to the total amount of MSW generated by single-family residents, less yard trimmings material. Because multifamily recycling services are limited in the City, it was assumed that the average per-person amount of material recycled by multifamily residents would be 25 percent of the total material recycled per-person for single-family residents. The additional material assumed to not be recycled by multifamily residents was assumed to be disposed of as landfill trash.

<sup>5</sup> Currently, commercial customers located outside of City limits receive MSW services through an open market system and are not included in the service contract with the City's contractor.

<sup>&</sup>lt;sup>9</sup> Values are based on summary reports provided by the City's contractor for MSW received at the transfer station in FY 2017. Where MSW quantities were reported in units other than tons, Burns & McDonnell utilized standard material conversion factors published by the U.S. EPA.

<sup>&</sup>lt;sup>10</sup> Total tons generated primarily includes material collected through collection services provided by the City's contractor. A smaller portion was dropped off at the transfer station by residential and commercial customers.

Figure 3-4 illustrates distribution of the City's FY 2017 MSW generation by sector and type for all City MSW customers, including Tier I and Tier II.

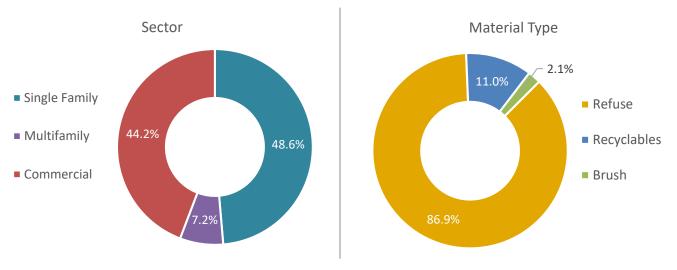


Figure 3-4: 2017 City Customer MSW Distribution by Sector and Type

# 3.3.3 MSW Generation Forecast

Utilizing the methodology and data described herein, Burns & McDonnell developed a forecast of the City's MSW generation over the 2017-2040 planning period, as summarized in Table 3-4. This table summarizes the scenario where the current levels of MSW generation and recycling rates for each sector (per resident and per employee) are maintained. Landfill disposal and recycling quantity estimates increase in relation to projected increases in population and employment.

Landfill disposal quantities include material collected and delivered to the transfer station as landfill trash. Recycling, unless otherwise specified, includes all materials delivered to the transfer station that are not landfill trash, including single-stream recyclables and yard trimmings. The City's current recycling rates are discussed further in Section 3.4.3.

	2017	2020	2030	2040
Single-Family		·		
Landfill Disposal	25,247	28,578 37,999		50,381
Recycling	6,518	7,378	9,810	13,006
Multifamily				
Landfill Disposal	4,459	5,204	8,490	13,458
Recycling	211	246	402	637
Commercial				
Landfill Disposal	27,013	29,381	38,972	51,879
Recycling	1,857	2,020	2,680	3,567
Total				
Total Landfill Disposal	56,719	63,163	85,460	115,718
Total Recycling	8,586	9,644	12,891	17,211
Total Generation	65,305	72,808	98,352	132,929

Table 3-4: City Customer MSW Generation Forecast<sup>1,2</sup>

<sup>1</sup> Landfill disposal quantities include material collected and delivered to the transfer station as landfill trash.

<sup>2</sup> Recycling quantities includes all materials delivered to the transfer station that are not landfill trash, including single-stream recyclables and yard trimmings.

# 3.4 Waste Characterization

Waste characterization is the analysis of the composition of a waste stream. The CSWMP uses estimated state-level waste characterization percentages, which include MSW and other waste types, from the 2017 Texas Commission on Environmental Quality (TCEQ) Study on the Economic Impacts of Recycling (TCEQ SEIR Report)<sup>11</sup> since waste characterization data specific to the City was unavailable.

# 3.4.1 Statewide Waste Characterization

Of the estimated 31.0 million tons of material disposed of in landfills in Texas in 2015, approximately two thirds was MSW and the remaining third was comprised of construction and demolition (C&D) material and other materials (e.g., sludge, septage, tires, and medical waste). All three categories include both recyclable and non-recyclable materials that end up in landfills across the state. Figure 3-5 presents the high-level distribution of materials disposed of in Texas landfills in 2015.

<sup>&</sup>lt;sup>11</sup> Texas Commission on Environmental Quality (TCEQ). July 2017. "Study on the Economic Impacts of Recycling." Available online: <u>https://www.tceq.texas.gov/p2/recycle/study-on-the-economic-impacts-of-recycling</u>.

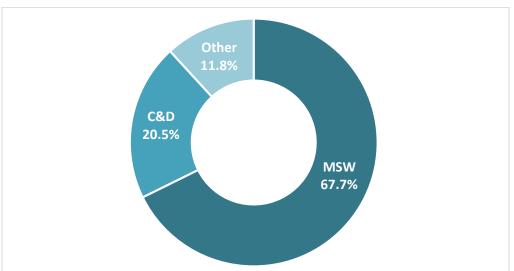


Figure 3-5: 2015 Composition of Material Disposed in Texas Landfills

Composition of MSW material disposed in landfills (including recyclable and non-recyclable material) varies from region to region based on many factors, such as ratio of residential to commercial sectors, access to recycling programs, and vegetative growth. Based on data from the 2017 TCEQ SEIR Report, which incorporated available waste characterization studies from large Texas cities (including but not limited to Austin, Dallas, and Fort Worth), approximately 51 percent of MSW that is disposed in landfills the state is non-recyclable, while 49 percent is recyclable. This indicates that there is a significant amount of material currently being disposed in landfills that could be recycled.

Figure 3-6 presents the estimated composition of MSW disposed in Texas landfills and whether it was recyclable or non-recyclable. Recyclable and non-recyclable materials are further broken down by material categories, including paper, plastics, metals, glass, organics, C&D materials, and other materials. Some material types such as paper, organics and plastic appear in both the recyclable and non-recyclable categories. Non-recyclable paper, plastics and organics are typically materials that are too contaminated to be recycled.

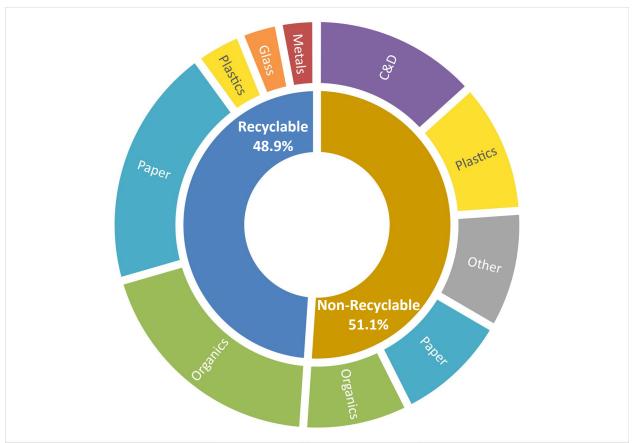


Figure 3-6: 2015 Statewide Composition of MSW Disposed in Landfills by Material Type

# 3.4.2 Georgetown MSW Characterization

Burns & McDonnell applied statewide MSW characterization distribution to the City's total landfill trash generation to estimate the amount of recyclable and non-recyclable materials that are disposed in the City. Table 3-5 presents the estimated number of tons by material type that make up the City's landfill trash disposal and does not include material diverted through recycling or yard trimmings collection.

Table 3-5:	2017 City Estimated	<b>Composition of MSW</b>	Disposed by Material Type

	0	-	-	1	-	-		1	
	Paper	Plastic	Organics	C&D	Metals	Glass	Other	Total	
Distribution									
Recyclable	19.4%	3.9%	19.5%	0.1%	3.0%	3.1%	0.0%	48.9%	
Non-Recyclable	9.2%	10.5%	8.5%	13.4%	0.0%	0.0%	9.5%	51.1%	
Quantity (Tons)									
Recyclable	11,021	2,187	11,050	34	1,683	1,774	0	27,749	
Non-Recyclable	5,212	5,979	4,824	7,573	0	0	5,383	28,970	
Total Disposed	16,233	8,167	15,873	7,607	1,683	1,774	5,383	56,719	

Based on the City's MSW composition estimates presented in Table 3-5, the City's residents (Tier I and Tier II) and businesses may dispose of approximately 27,749 tons of material as landfill trash annually that has the potential to be recycled. This may include approximately 16,700 tons of single-stream recyclables (paper, plastic, metals, glass), 11,000 tons of organics, and a relatively small quantity of C&D material.

However, it is important to recognize that there are challenges to capturing all material that seemingly has the potential to be recycled. Even if a material has the potential to be recycled or diverted, it may be impractical from a cost and/or environmental perspective for all of the material to be recycled due to factors such as

- Lack of recycling infrastructure
- Contamination of recyclable materials
- Access to end markets
- Need for additional public education and outreach

# 3.4.3 Recycling Rates

Recycling rate is defined as the proportion of MSW that is diverted from landfill disposal and has value as a commodity or as an input into other products or processes. There are various methods for measuring a city's recycling rate. In calculating the City's overall recycling rate, the CSWMP includes single-stream recyclables and yard trimmings delivered to the transfer station separately from landfill trash material. The City's current overall recycling rate (including residential and commercial material) is approximately 13.1 percent, including approximately 7,200 tons of single-stream recyclables and 1,400 tons of yard trimmings annually.

Based on the data in Table 3-5, there is significant potential for the City to continue increasing its recycling rate. As previously discussed, there are an estimated 11,000 tons of paper and 11,000 tons of organics each year that are disposed that could potentially be recycled. These categories represent the largest potential for the City to increase its overall recycling rate.

The City's current single-family residential recycling rate is approximately 20.5 percent, including approximately 5,800 tons of single-stream recyclables and 730 tons of yard trimmings annually. Single-family residential recycling has traditionally been the larger focus when measuring a city's recycling rate and progress toward recycling goals.

However, the City, like many other Texas cities, has potential to significantly increase recycling rates by capturing recyclables present in material disposed of as landfill trash. Achieving maximum potential recycling rates requires significant investment and program development over time.

As described in Section 3.4.2, there are several challenges to maximizing recycling rates. Table 3-6 presents the estimated tonnages of material that are currently disposed as landfill trash but that could be recycled, given scenarios of recycling 20, 40, and 60 percent of the disposed material. The table also presents the City's potential overall recycling rate given each scenario.

	Current Total Disposed	Assumed Recovery Rate of Currently Disposed Recyclables		
	(Tons)	20%	40%	60%
Recyclable Material				
Paper	11,021	2,204	4,408	6,613
Plastic	2,187	437	875	1,312
Organics	11,050	2,210	4,420	6,630
C&D	34	7	14	21
Metals	1,683	337	673	1,010
Glass	1,774	355	710	1,064
Subtotal	27,749	5,550	11,100	16,650
Existing Recycled Tonnage		8,586	8,586	8,586
Total Recycled Tonnage		14,136	19,686	25,236
Potential Overall Recycling Rate		21.6%	30.1%	38.6%

Table 3-6: Potential Scenarios for Recycling of Disposed Materials

The City's potential for increased recycling though various programs and initiatives is discussed throughout the CSWMP. Sections 3.4.3.1 and 3.4.3.2 further break down the City's recycling rates by sector and material types.

# 3.4.3.1 Current Residential Recycling Rate

Single-stream recyclable material as well as yard trimmings contribute to the City's overall residential recycling rate, which is currently approximately 20.5 percent. Single-stream recyclables account for the largest portion of the City's residential recycled material, at 5,784 tons in FY 2017. Yard trimmings account for a small portion of recycled material, at 734 tons in the same year. It should be noted that this yard trimmings tonnage does not necessarily account for all yard trimmings that are disposed of in the City, but represents all yard trimmings material that is recycled through the residential yard trimmings collection service or dropped off at the transfer station by residents.

For single-stream residential recycling programs, the annual number pounds of recyclable materials recovered per household is often used to evaluate the success of a program. Including all single-family customers, the City's current single-stream, residential recycling rate is 458 pounds of recyclables per household per year.<sup>12</sup>

Based on a study conducted in 2016, the national average pounds per household per year recovered through cities single-stream recycling programs is 357. By this measure, the City's single-stream recycling program is successful, generating a healthy amount of material per household per year.

## 3.4.3.2 Commercial Recycling Rate

Overall, the City's current commercial recycling rate, including single-stream recyclables and yard trimmings, is approximately 6.4 percent based on reported tonnages received at the transfer station in FY 2017. While this is conservative and likely an under-estimated rate since it does not account for any independent recycling activities commercial customers may undertake beyond City collection services, it is apparent that the City has potential to increase its commercial recycling rate.

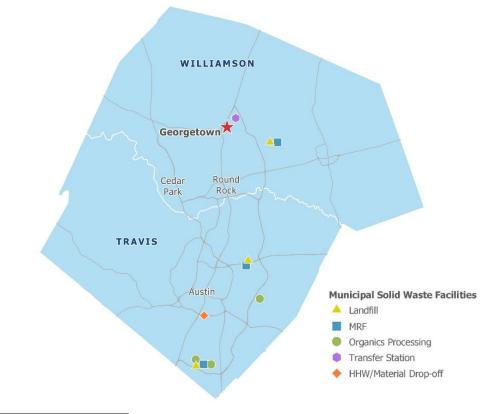
<sup>&</sup>lt;sup>12</sup> 458 pounds per household per year is based on 2017 single-family recycling tonnage of 5,784 tons and a total of 25,241 single-family households, including Tier I and Tier II customers.

## 4.0 FACILITIES AND INFRASTRUCTURE

Consideration of MSW processing facilities and infrastructure on both a regional and local level is essential for the future of MSW management for the City. The availability of local processing facilities will impact many of the decisions the City makes regarding MSW management and services provided to City customers and the timing (near-term, mid-term, or long-term) for implementation of various strategies. This section provides an overview of existing MSW processing facilities and infrastructure located within the CAPCOG region, including landfills, MRFs, the City's transfer station, and organics processing facilities.

### 4.1 Current System Review

Figure 4-1 indicates locations of each MSW facility in the CAPCOG region identified in Table 4-1 through Table 4-2.<sup>1</sup> Additionally, the map communicates the location of household hazardous waste drop-off facilities, which are discussed in Section 11.0.



#### Figure 4-1: Regional MSW Facility Locations within Williamson and Travis Counties

<sup>&</sup>lt;sup>1</sup> The CAPCOG region is comprised of 10 counties, including Bastrop, Blanco, Burnet Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson. Since the City would be unlikely to utilize facilities beyond Williamson and Travis County due the general lack of facilities with sufficient capacity and longer transport distances beyond this area, the map focuses on these two counties.

### 4.1.1 Landfills

One of the primary guiding principles identified by the City and many other recent MSW management plans is the need to identify and evaluate alternatives to disposal. Landfill capacity is a finite resource in the region and permitting new landfills is becoming increasingly difficult. Increasing single-stream recyclables and organic material diverted would serve to ease the constraint of disposal capacity in the future. This section provides an overview of existing landfill facilities, provides an estimate of when landfills may reach capacity and provides a discussion of potential future uses of the City's closed landfill.

### 4.1.1.1 Landfill Facilities Overview

CAPCOG currently has three active Type I landfills (landfills that accept all types of MSW, including C&D materials and special waste). Two are located in Travis County and one is located in Williamson County. Table 4-1 identifies the Type I landfills currently in operation in the region and provides disposal and remaining capacity data, as reported by the TCEQ for 2017.<sup>2</sup> Landfill trash from the City is disposed at the Texas Disposal Systems (TDS) Landfill, located in Creedmoor, Travis County.

Permit	Permit Holder/Site Name	County	Tons Disposed <sup>1</sup>	Remaining Capacity, Tons
249D	Austin Community Recycling & Disposal Facility	Travis	999,836	7,723,247
2123	TDS Landfill	Travis	848,106	13,848,288
1405B	Williamson County Recycling and Disposal Facility	Williamson	418,944	43,068,735
Total			2,266,886	64,640,270

Table 4-1: CAPCOG Type I Landfill Disposal and Remaining Capacities, 2017

<sup>1</sup> Tons disposed in the region does not reflect total MSW generation, as a certain amount of MSW is recycled and diverted as well as imported and exported from the region each year.

In addition to the Type I landfills identified in Table 4-1, the region has one Type IV landfill (landfills that accept only C&D waste), the IESI Travis County Landfill. Based on 2017 TCEQ data, this landfill has an estimated six years of remaining life and would therefore have minimal impact on future regional landfill life projections.

<sup>&</sup>lt;sup>2</sup> Texas Commission on Environmental Quality (TCEQ). October 2018. "Municipal Solid Waste in Texas: A Year in Review; FY 2017 Data Summary and Analysis."

https://www.tceq.texas.gov/permitting/waste\_permits/waste\_planning/wp\_swasteplan.html

## 4.1.1.2 Historic and Projected Landfill Capacities

Figure 4-2 illustrates how remaining CAPCOG regional landfill capacity and total annual regional disposal has changed from 2003 to 2017. During this time, total annual regional disposal has trended upward, from 1.98 million tons in 2003 to 2.27 million tons in 2017, with an intermediate period of decline from 2008 to 2011, corresponding with the economic recession. Data is based on past annual TCEQ summary reports.<sup>3</sup>

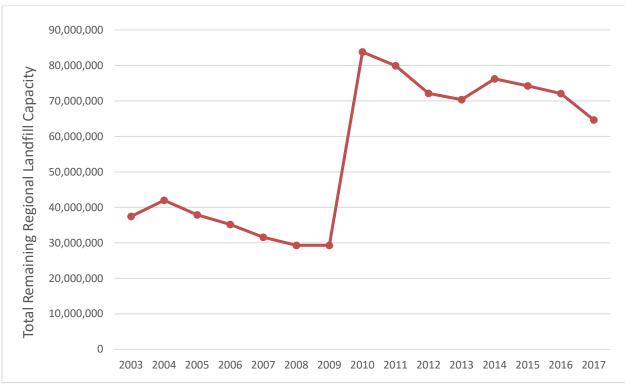


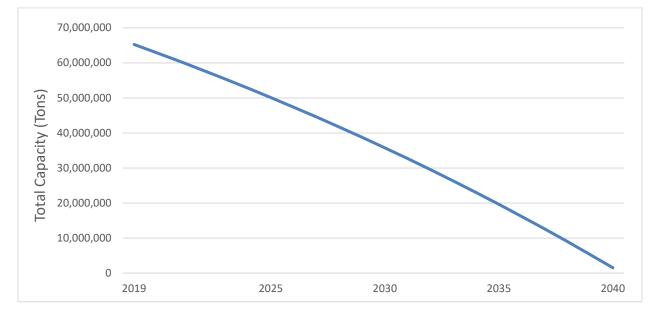
Figure 4-2: CAPCOG Regional Landfill Capacity, 2003-2017 (Tons)

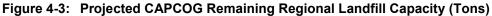
The region saw a sharp increase in available MSW landfill capacity from 2009 to 2010, due to the permitted expansion of three landfills. The TCEQ approved a major expansion of the Williamson County Recycling and Disposal Facility in 2009, expanding the landfill's footprint from a 160 to 423-acre area. A vertical expansion of the BFI Sunset Farms Landfill (which closed in 2015) was also approved in 2009, increasing capacity without increasing the landfill footprint. In 2010, an approximate 70-acre expansion of the Austin Community Recycling and Disposal Facility landfill was approved. Other minor increases in regional landfill capacity (such as 2003-2004 and 2013 to 2014) can likely be attributed to adjustments

<sup>&</sup>lt;sup>3</sup> Texas Commission on Environmental Quality (TCEQ). Annual Summary of Municipal Solid Waste Management in Texas archive. <u>https://www.tceq.texas.gov/permitting/waste\_permits/waste\_planning/wp\_swasteplan.html</u>

to the pounds-per-cubic yard conversion factors used to calculate remaining tons for each landfill, which could be caused by various changes in landfill operations.

Based on data from the TCEQ's 2017 annual review of MSW generation and facilities in Texas, the region has approximately 29 years of total Type I Landfill capacity remaining at current annual disposal rates. However, this estimate does not account for future population and economic growth and actual total remaining landfill life, given current remaining capacities, is likely to be lower.<sup>4</sup> Based on population projections from the Texas Demographic Center,<sup>5</sup> the population of the 10-county CAPCOG region is projected to grow at an average annual rate of 2.35% from 2019 to 2040. This is an increase of 63 percent over the CSWMP planning period. In 2017, TCEQ estimated the remaining landfill capacity of the region to be approximately 64.6 million tons. If annual disposal quantities, totaling approximately 2.3 million tons in 2017, were to increase at the same rate as population projections, the remaining landfill capacity would be depleted in the year 2040. This equates to total remaining landfill life of 21 years for the region, from the year 2019. Figure 4-3 shows the projected remaining CAPCOG region landfill capacity through 2040, assuming no landfill capacity is added through existing landfill expansion or new permitted landfills.





<sup>&</sup>lt;sup>4</sup> Data from the TCEQ's 2017 MSW annual report, presented in Table 3-7 and discussed in this section, is reflective of the way data has traditionally been presented by TCEQ in its MSW annual reports. TCEQ data provides an understanding of facilities and capacities at a given point in time and does not incorporate population and economic growth projections.

<sup>&</sup>lt;sup>5</sup> Texas Demographic Center. 2018 Texas Population Projections Data Tool. Accessed January 2019. <u>http://txsdc.utsa.edu/Data/TPEPP/Projections/</u>.

Projections for remaining landfill capacity and regional landfill life could change for various reasons. If the existing landfills identified in Table 4-1 received additional permitted expansions or if new landfills were permitted by TCEQ, the projected life of the region's landfills would be extended beyond 2040. Waste reduction efforts could also increase the projected landfill capacity.

## 4.1.1.3 Additional Long-term Disposal Considerations

Within the CAPCOG region, a permit was issued in 2017 by the TCEQ for another Type I landfill near Lockhart (Caldwell County) but the site has not yet been constructed.<sup>6</sup> Because the City of Georgetown has a transfer station, long-term disposal facility options could include landfills within and outside of the CAPCOG region. The City of Temple Recycling and Disposal Facility is located in Bell County, approximately 42 miles north of the transfer station. The City of Waco has an existing landfill located in McLennan County with an estimated remaining life of 7 years approximately 73 miles north of Georgetown's transfer station. Waco is in the process of permitting and developing a new landfill that would be a comparable distance from the Georgetown. For comparison, the TDS Landfill in Creedmoor, where the City's landfill trash is currently disposed, is approximately 45 miles south of the transfer station.

## 4.1.1.4 City of Georgetown Closed Landfill

In 1974, the City of Georgetown permitted a landfill that operated until its closure in 1990; the City closed the landfill due to the impending Subtitle D requirements for all landfills. While the original permit included 191 acres, only about 43 acres were utilized for burying landfill trash. This site is adjacent to the City's existing transfer station. In 1996, the TCEQ performed a post-closure inspection of the landfill. No deficiencies were noted and the file for the landfill was marked 'closed,' leaving care and responsibility to the City for any post-closure monitoring and maintenance. The final post-closure period is 30 years from the closure date of 1990.

When the landfill completes the post-closure period in 2020, the City could consider repurposing the site for another use. Other landfills have been repurposed for recreational uses (e.g. golf courses, nature parks, fields, and walking or biking trails). However, the City has many existing parks and recreational areas, including those near the closed landfill. Because of this, repurposing the landfill as a park or recreational area would be a long-term, low priority for the City.

In some cases, commercial or industrial buildings have been constructed on closed landfills. However, some sites have had problems with buildings being built on top of closed landfills; thus, building an

<sup>&</sup>lt;sup>6</sup> This is based on available information as of September 2018.

enclosed facility on top of a closed landfill is not necessarily recommended. If the City would consider repurposing the closed landfill in the future, there would be a need to comply with applicable TCEQ regulations, which become more stringent if an enclosed structure would be built on the property.

## 4.1.2 Material Recovery Facilities (MRF)

The CAPCOG region has three major MRFs that process single-stream recyclables. These facilities operate in a manner typical of large MRFs and accept the typical range of materials seen in most single-stream recycling programs. Generally, they accept material from both commercial and municipal collection and hauling operations, from residential and commercial sources. Each uses a combination of large processing equipment and manual labor to sort and process recyclable materials.

The City's collected recyclable materials are hauled to the City's transfer station and then transported to the TDS MRF in Creedmoor for processing. Table 4-2 identifies the region's major MRFs.

Site Name	County
Balcones Resources	Travis
TDS Materials Recovery Facility	Travis
Wilco Recycling (Central Texas Refuse)	Williamson

 Table 4-2:
 CAPCOG Materials Recovery Facilities (MRFs)

### 4.1.3 Transfer Stations

This section provides an overview of City's transfer station, including the role the transfer station serves in the City's MSW system, a description of the current facility, the capacity of the existing facility, and future options the City recently evaluated.

### 4.1.3.1 Role of a Transfer Station

Figure 4-1 illustrates the location of disposal, recycling and organics processing facilities in relation to the City. Landfill trash, recycling, and yard trimmings collection vehicles in the City must either haul material directly to one of these facilities (referred to as "direct haul") or utilize a transfer station, which aggregates material into larger transfer trailers for more efficient transportation (referred to as "long haul"). The financial feasibility of a transfer station and whether material should be direct-hauled or long-hauled is dependent on a number of factors, including:

- Collection cost
- Disposal cost

- Distance/travel time to landfill
- Fuel costs
- Annual tonnage hauled
- Payload of transfer trailers vs. collection vehicles

Assuming other factors are held constant, the further the landfill or processing facility is from the collection point, the more financially feasible long-hauling with a transfer station is compared to direct hauling. Most of the growth and development for Georgetown is on the west side of the City. The Williamson County Recycling and Disposal Facility (Williamson County landfill) is the closest landfill to the City, but it is located in the eastern side of the County, so as the City grows, the collection points are getting further away from the Williamson County Landfill. In addition, the Williamson County landfill has the highest landfill disposal gate rates in the region. Based on the contract with its current MSW contractor, the cost of long-hauling to the Texas Disposal Systems Landfill is more cost effective for the City than direct-hauling to the Williamson County Landfill. By utilizing a transfer station, the City has the flexibility on which disposal and processing facilities to use based on the factors discussed and the overall financial impact to the City. While disposal pricing may change in the future between facilities, having a transfer station provides the City with much greater flexibility on which facilities to use.

### 4.1.3.2 Current Facility and Capacity

The current transfer station consists of a drop-off area with six roll-off containers for small haulers; and an open-air, direct-dump with one transfer trailer for collection vehicles; and a compactor for overflow and back-up (when the transfer trailer is not available). The current transfer station originally opened in 1984 and went through a series of improvements from 2006 to 2009. A new stormwater pond was recently completed at the site. The City has committed to the TCEQ to make certain improvements to the facility, including the recent stormwater pond and covering any exposed landfill trash storage areas (e.g., roll-offs, transfer trailers, and tipping areas). Before investing in the current facility, the City retained Burns & McDonnell to evaluate two transfer station options, which are described in Section 4.1.3.3.

The current transfer station accepts both landfill trash and recycling loads, but collection vehicles can only unload into one transfer trailer at a time. Each time the transfer station operator needs to switch the transfer trailer from landfill trash to recycling, or vice versa, the transfer station experiences some downtime, which impacts the overall capacity the transfer station is able to accommodate. Based on data received from the transfer station operation, Burns & McDonnell estimated the average hourly capacity of the transfer station to be approximately 50 tons per hour.



Figure 4-4: Existing Transfer Station Aerial View

After analyzing incoming transfer station transactions, Burns & McDonnell estimated that the transfer station was already at or near its hourly capacity during certain peak times of the day. By 2028, Burns & McDonnell projected that the transfer station would be operating at capacity for six of the nine hours the facility is open to the public (8:00 am - 5:00 pm).

The impacts of the transfer station operating at or near its capacity include:

- Collections vehicles must wait longer to unload, impacting collection routes
- Collection operations would have to shift to earlier in the day or later in the day
- Recycling trucks could not be unloaded during peak hours since only one material stream can be managed at a time
- Site becomes more congested, with less space for self-haulers, and more interaction between collection vehicles and self-haulers

## 4.1.3.3 Transfer Station Evaluation Study

Based on the need to make additional infrastructure investments at the transfer station, the City retained Burns & McDonnell to evaluate two transfer station options:

- Make improvements to the existing transfer station to comply with current TCEQ standards, or
- Build a new transfer station at the same site, adjacent to the current transfer station.

Appendix A includes a copy of the April 24, 2017 City Council presentation that provides additional detail on the evaluation of the two options.



Figure 4-5: Conceptual Rendering of Potential New Transfer Station

Table 4-3 summarizes the comparison of the options. Beyond the longer-term capacity of a new transfer station, one of the key advantages is that it would allow the City, or its operator, to accept three material streams, landfill trash, recycling, and organics, simultaneously for transportation to the appropriate disposal or processing location. This would allow more future options for the City to manage MSW and increase diversion from the landfill.

Criteria	Improvements to Existing Facility	New Facility
Capacity	8-12 years	30+ years
MSW Streams	One MSW stream at a time	Up to three MSW streams at time
Safety	Self-haul, collection vehicles and transfer equipment operating in close proximity	Better separation of self-haul and collection vehicles
Permitting requirements	No TCEQ permitting required, some local permitting	New TCEQ transfer station registration, additional local permitting
Conceptual level cost estimate	\$1.34 - \$1.93 million	\$5.92 - \$8.52 million
Impact to facility operations	Minimal	Less downtime to process multiple material streams
Implementation schedule	6-12 months	24-30 months
Impact to collection operations (after completion)	None	Reduce waiting time to unload

Table 4-3:	Comparison of Transfer Station Optio	ns
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## 4.1.4 Organics Processing Facilities

Based on the MSW characterization data presented in Table 3-5 of Section 3, the City has significant potential to increase diversion of organics materials, including yard trimmings and food scraps. This section provides an overview of existing organics processing facilities in the region as well as discussion on quantities of organics materials that would be required to consider developing a new composting operation in the local Georgetown area.

## 4.1.4.1 Organics Processing Facilities Overview

Organics processing regulations vary depending on the types of materials a facility accepts. Generally, facilities that process yard trimmings, vegetative material, clean wood, paper products, and manure for composting and mulching are exempt from TCEQ compost permit, registration and notification requirements. These facilities must follow general composing and air quality requirements but are not required to register with the state. Facilities that process mixed MSW, meats and fish, animal carcasses, dairy, oils, and grease are subject to increased regulations and documentation with TCEQ. These additional requirements can make economical and feasible food scrap processing options challenging for municipalities.

Table 4-4 identifies major organics processing facilities within the Travis and Williamson County areas that accept a combination of yard trimmings and food scraps. Because the state does not actively regulate all organics processing facilities, it is challenging to develop a comprehensive inventory. There may be

additional organics processing operations in the region that do not process as many materials types (e.g. no food scraps) or that may focus on mulching, as compared to composting.

Site Name	County	Accepted Materials
Micro Dirt	Travis	Septic sludge, food scraps, wood
Organics by Gosh	Travis	Brush, yard trimmings, food scraps (fruit, vegetable, meat), paper products, clean and untreated wood
Texas Organic Products (TDS)	Travis	Brush, yard trimmings, food scraps (fruit, vegetable, meat), paper products, clean and untreated wood

Table 4-4: CAPCOG Organics Processing Facilities Accepting Yard Trimmings and Food Scraps

## 4.1.4.2 Material Quantities for Organics Processing

Presently the City is diverting about 1,500 tons annually of yard trimmings via mulching. In addition, the City diverts approximately 1,400 tons of biosolids annually for composting. Based on strategies discussed throughout this CSWMP, the City is planning to increase the quantities of organics that will be composted. Based on statewide MSW characterization data (as discussed in Section 3.4), the City may currently have approximately 11,000 tons of organic material that is disposed but has the potential to be diverted. This would equate to an approximate potential total of 13,900 tons of organic material available annually for composting. However, implementing programs that will significantly increase the quantities of diverted organics will require multiple years.

Since there are limited numbers of facilities that can process both yard trimmings and food scraps at a composting operation, Burns & McDonnell contacted multiple organics processors to gauge their potential interest in operating a composting facility in the Georgetown area that could serve the needs of the City (including the processing of yard trimmings and food scraps). Based on these discussions, it is expected that there would be a need to process a minimum of approximately 25,000 tons annually in order to be commercially viable, and that increased quantities would further enhance the financial viability of the operation. Since this amount exceeds the current and projected generation quantities from the City, a composting facility would also need to source material from other commercial sources and/or cities.

## 4.2 Comparison to Benchmark Cities

Four of the six benchmark cities contract with private companies for the disposal of landfill trash and processing of recyclables from both residential and commercial customers. One city provides all services with city resources and once city uses city resources for all refuse services and an open market system for all recycling services. For cities that divert yard trimmings, they also contract with private companies for mulching and composting processing services.

### 4.3 Current System Findings

Landfill options and capacity. While landfills are a finite resource, the CAPCOG region presently has approximately 29 years of remaining disposal capacity at current disposal rates. Additional capacity may be available in the future if current facilities expand and/or new facilities receive permits. While the Williamson County Landfill is relatively close to the City, as the City continues to grow to the west, hauling distances to this facility will increase. Continuing to use a transfer station will provide flexibility for the City to consider options to utilize landfills that are located further away from the City. This is the City's current practice in sending trash to the TDS Landfill located south of Austin in Creedmoor.

**Recycling processing options.** The three commercial MRFs in the CAPCOG region have the processing equipment and capacity to meet the City's current and future recycling processing needs. Similar to the landfill discussion above, utilizing the City's transfer station provides flexibility for the City to have the option to utilize any of these MRFs in the future.

**Transfer station planning.** The City's current transfer station will reach capacity in the next 8-12 years and can only process one material stream at a time. Building a new transfer station at the existing site, will enable the City to have sufficient capacity for more than 30 years and allow processing of up to three materials streams (landfill trash, recycling and organics) simultaneously. Developing a new transfer station will cost approximately \$5.92 - \$8.52 million and require 24 - 30 months for design, construction and start-up operations.

**Organics processing options.** There are currently only three composting operations in the CAPCOG region that have the capability to accept both yard trimmings and food scraps. Since these facilities are in central and south Travis County, utilizing a transfer station to access these facilities allows for more efficient collection of these materials. While the City could consider building a new composting facility closer to the Georgetown area, the City alone will not likely have sufficient quantities of organics to make a facility commercially viable. Developing partnerships with other cities and/or commercial operations to source additional organic material could enhance the feasibility of developing a new facility.

### 4.4 Public-Private Partnership Options

The City will need to rely on a combination of facilities going forward to meet needs for landfilling trash and processing recyclables and organics. This section describes various public-private partnerships that the City can consider and recommends specific partnership options for landfills, transfer stations, MRFs and organics processing facilities. Public-private partnerships can be an effective model to provide needed infrastructure without the full financial risk falling on either the local government or the private business. Effective public-private partnerships exist when both local governments and the private industry collaborate to share resources, capital investment, risk, and revenue. When considering a public-private partnership, a local government should consider the degree to which it wants to be involved in the operations and capital investment of a facility.

There are advantages and disadvantages to the different types of arrangements and which entity takes ownership of the land, capital investment, and operations. While the processing services agreement is the most common option in Texas (currently utilized by the City for landfilling and recycling and organics processing), public-private partnerships are gaining more appeal as a means to share risk given recent market volatility.

Table 4-5 provides an overview of the different public-private partnership options available to local governments and private businesses.

Responsibility	City-Owned and Operated	City-Owned with Private Operations*	Privately Owned and Operated on City Land*	Processing Services Agreement
Land Ownership	City	City	City	Private
Capital Investment	City	City	Private	Private
Operations	City	Private	Private	Private

Table 4-5: Examples of Public-private Partnership Options for Recycling Operations

\*True public-private partnership arrangement

Based on the public-private partnerships described in Table 4-5, the following paragraphs provide recommendations for the City for each facility type:

Landfill and MRF: The City currently utilizes the processing services agreement option for landfilling and processing recyclables. Recognizing that landfills and MRFs are capital intensive facilities that require extensive expertise and that the City generates only a portion of the material quantities needed for a facility to be financially viable, the City should continue to enter into processing services agreements to meet future landfill and recycling processing needs.

**Transfer Station:** The City has a true public-private partnership for its existing transfer station. For a new transfer station, the City will provide the land and capital investment. At this time, the City is planning to continue partnering with the private sector to operate the facility. Given that the City is not in

the MSW operations business, partnering with the private sector is a viable option. However, the City could consider operating the transfer station in future if needed.

**Organics Processing Facilities**: As the City provides a broader range of organics-focused collection services, there will be a need to send this material to an organics processing facility that can accept a broad range of materials. Given that the material quantities will initially be relatively low, the City should utilize a processing services agreement for these materials. As the quantity of organics materials diverted increases over time, the City could consider establishing a facility close to the Georgetown area. To incentivize the private sector to partner with the City, the City could offer more of a true public-private partnership by providing the land and/or capital investment. Operations of the facility could be contracted as private companies are typically in a better position to source additional incoming materials and to sell end products (e.g. compost).

#### 4.5 Facilities and Infrastructure Priorities and Future Outlook

Appropriately planning for and developing the City's MSW facilities and infrastructure operations, ownership, and partnerships is critical for successful achievement of the priorities and strategies presented in each subsequent section of the CSWMP. Facilities, infrastructure, and contractual service relationships allow the City to properly handle and process each of the three MSW streams (landfill trash, recycling, and organics) from all sectors of the City.

The City's priorities for MSW facilities and infrastructure are to develop the City's combination of facilities, operational capabilities, and contractual relationships to:

- Provide cost-effective collection and processing services for all MSW types
- Manage increasing amounts of all types of MSW generated in the City

The priorities and strategies presented in Section 4.6 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for the facilities and infrastructure is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

In order to successfully implement the MSW recycling and diversion strategies developed for each of the City's sectors, the City must have sufficient capabilities to handle the current and future amounts

of MSW generated. The City is planning to own and/or contract for operations with facilities that have the capabilities to handle and process both recyclables and organic materials. This includes the construction of a new transfer station that has capabilities to handle a three-stream MSW system. This will allow the City to have flexibility in the future to utilize the transfer station or direct haul materials, depending on the most cost-effective processing options and locations available.

Guiding Principle 2: Services must be convenient for customers and price-competitive.

This City could consider many options as it continues to develop the optimal solutions for handling of each MSW stream. The most critical component of evaluating each option is its financial viability to ensure that changes do result in overly burdensome costs to the City or its MSW customers. The construction of a new transfer station is intended to make collection of each of the three MSW streams more cost effective as the City's growth continues. The capability of the transfer station to handle three MSW streams will allow the City to provide enhanced service options (e.g., organics collection, and greater flexibility in collection, hauling, and processing options moving forward.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

By developing the best combination of facilities, operational capabilities, and contractual relationships for MSW handling, the City will be better able to provide high levels of service in the Downtown area and City parks, thereby increasing aesthetics of the City's public places.

#### 4.6 Strategies and Implementation Plan

Multiple MSW streams and facilities require the City to engage in contractual relationships for various aspects of ownership and/or operations of facilities and material hauling. The City's next MSW services procurement process or contract renewal will be in 2022. Beginning in 2020, and two to three years prior to the end of every subsequent contract cycle, the City should evaluate its current contracting strategy. This includes the types of services offered, whether to City has a single contractor (bundled services) or multiple contractors to provide services (unbundled services), and the types of public-private partnerships the City has. The ongoing evaluation of the City's MSW contracts is presented in further detail in Section 12.0, City-wide Strategies.

STRATEGY 1:	Develop the City's combination of MSW facilities, operational capabilities, and contractual relationships to best serve the community now and in the future.
Description:	Appropriately planning for and developing the City's MSW facilities and infrastructure operations, ownership, and partnerships is critical for successful achievement of the priorities and strategies presented in each subsequent section of the CSWMP. Facilities, infrastructure, and contractual service relationships allow the City to properly handle and process each of the three MSW streams (landfill trash, recycling, and organics) from all sectors of the City.
Initial Difficulty:	Very High
Waste Types Targeted:	All
Impact:	Very High
Priority:	Provide cost-effective collection and processing services for all MSW types and sufficiently handle increasing amounts of all types of MSW generated by the City.
Timeline:	Complete new transfer station construction within five years; Additional strategies will be conducted on an ongoing basis.
Measuring Progress/KPI:	The City will continue to review all services and contractual relationships prior to the end of contract terms and upon completion of the new transfer station.

Strategy 1: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Overall			
Through the end of the City's current MSW services contract period (2022) continue to provide all MSW services under a single contract.	Continued costs per current contract	ESD, MSW contractor	Medium
Two to three years prior to the end of the current contract period, begin to evaluate the City's current MSW services contracting strategy and plan for procurement processes as determined necessary. This strategy is discussed in further detail in Section 12.0, City-wide Strategies.	Staff time, potential consultant costs	ESD	High
Landfills		•	

Strategy 1: Near-term, Years 1-5			
Evaluate feasibility of entering into an Interlocal Agreement with Williamson County for disposal of the City's landfill trash at the County-owned landfill located in Hutto.	Staff time	ESD, Williamson County	Medium
Materials Processing Facilities (MRFs)			
Continue providing single-stream recyclables processing through the utilization of processing services agreements to meet future recycling processing needs as the City continues to grow.	Continued costs per current contract	ESD, MSW contractor	High
Transfer Stations			
Finalize the City's decision on whether to build a new transfer station at the site of the existing transfer station. If the City decides to build a new transfer station, over the next three years, the City should:			High
Year 1 (10-14 month duration): Design new transfer station facility		Capital Improvement	High
Year 1-2 (6-10 month duration): Conduct necessary permitting activities for TCEQ and local permitting requirements	Preliminary cost estimate of \$5.9-8.5 million		High
Year 1-2 (6-8 month duration): Construction procurement process		Projects	High
Year 2-3 (12-18 month duration): Construct new facility			High
Year 3 (2-4 month duration): Facility commissioning and beginning of operations			High
Organics Processing			
Closely track quantities of organic materials generated within the City as well as the surrounding area to identify potential opportunities there may be to partner with other local cities or commercial entities to source organic materials. Increased quantities of organics materials may increase the viability of various organics processing options.	Staff time	ESD	High

Strategy 1: Mid-term, Years 6-10					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Continue evaluating the City's MSW services contracting strategy on an ongoing basis, at least two to three years prior to the end of each contract term. This strategy is discussed in further detail in Section 12.0, City-wide Strategies.	Staff time, potential consultant costs	ESD	High		
Continue to evaluate the viability of various organics processing options based on the operation of the new three-stream transfer station and continued monitoring of local organics quantities and interest of other cities and commercial entities in partnering with the City.	Staff time	ESD	High		

Strategy 1: Long-term, Years 11-20					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Continue evaluating the City's MSW services contracting strategy on an ongoing basis, at least two to three years prior to the end of each contract term. This strategy is discussed in further detail in Section 12.0, City-wide Strategies.	Staff time, potential consultant costs	ESD	High		
Continue to evaluate the viability of various organics processing options based on the operation of the new three-stream transfer station and continued monitoring of local organics quantities and interest of other cities and commercial entities in partnering with the City.	Staff time	ESD	High		

### 5.0 SINGLE-FAMILY

#### 5.1 Single-Family Overview

The services and support the City provides to the single-family sector are particularly important in shaping the City's overall MSW management culture. Most residents' primary experiences with MSW are in their own homes, every day. About 85 percent of the City's population lives in single-family homes. Therefore, the City is able to reach a large portion of its residents through single-family residential services and outreach. These are the channels by which the City can most directly communicate with and effectively shape a positive experience for individuals and families. Currently, the single-family residential sector is comprised of approximately 21,500 single-family households within the City (Tier I) and 3,700 single-family households within the ETJ (Tier II). With an average of 2.38 residents per single-family household, the City serves approximately 60,000 total residents under the City's contract for single-family residential MSW services, approximately 51,000 of which live within the City limits and 9,000 of which live within the ETJ.

### 5.1.1 Current System

**Core MSW services.** The City's contractor exclusively provides single-family MSW services to Tier I customers, whereas City services are optional for Tier II customers. Core residential services include curbside collection of landfill trash, single-stream recyclables, bulky items, and yard trimmings. Residents with a City utility account and who receive MSW services through the City's contractor are



also eligible for HHW disposal service in the form of a drop-off voucher program in partnership with Williamson County. The HHW voucher program is further discussed in Section 11.0. Table 5-1 provides additional details regarding current single-family residential MSW services provided to Tier I and Tier II residential customers.

Additional services. In addition to the core residential services presented in Table 5-1, residents have access to other services, including:

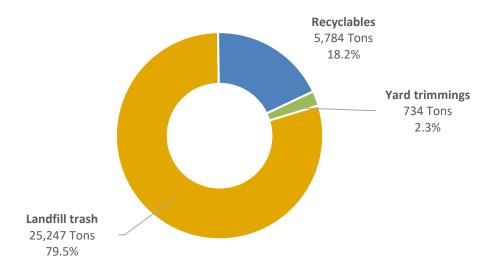
- Self-haul of MSW materials to the City's Collection Station (co-located with the Transfer Station) for a fee, dependent on type and quantity of material. Residential recycling of one cubic yard or less, Christmas trees, and holiday lights may be dropped off at no charge.
- Bag-in-bag recycling (plastic bags can be recycled as a part of the core recycling program).
- A medication collection kiosk at the Public Safety Operations and Training Center.

	Landfill Trash	Recyclables	Bulky Items <sup>2</sup>	Yard Trimmings <sup>1</sup>
Base rate and Fees	Monthly rate: \$18.80 (in- City), \$26.40 (ETJ) \$9.00 per additional cart; \$5.00 per tag for extra bags	Service included in base rate; \$9.00 per additional cart	Service included in base rate; \$28.00 per cubic yard for extra material/additional collections	Service included in base rate; \$5.00 per tag for extra bags/ bundles/containers
Collection Frequency	Weekly	Every other week	Twice per year upon request	Monthly
Material Types	Household landfill trash, including materials that are not recyclable or organic	Single-stream: metal, plastic and glass food, beverage, and other containers; paper, cardboard, cartons, film plastic	Furniture, mattresses, toilets, large appliances	Branches, leaves, grass, other yard trimmings
Collection Container/ Method	95-gallon standard cart, 65- or 35-gallon carts upon request	95-gallon standard cart, 65- or 35-gallon carts upon request	Items set out at curb, no container	Compostable paper bags, bundles, marked personal containers
Setout Limits/ Requirements	Out-of-cart setouts collected only with purchased tag	Contained (boxed) out-of- cart setouts accepted	Limit 3 cubic yards per collection; additional fees for extra material	Limit 20 bags, bundles, or containers per collection; additional items collected with purchased tag
Disposal or Diversion Method	Landfilled	Processed at MRF and recovered materials are marketed	Landfilled	Mulched
Additional Information			Not intended for brush and yard trimmings	Mulched material is available free to all City customers

<sup>1</sup> The City's HHW voucher program was terminated in December 2018 by its former contractor.

<sup>2</sup> Bulky item and yard trimmings collection services are provided only to Tier I residential customers.

**Recycling insight.** The single-family residential sector generates approximately 48.6 percent of the City's total MSW. In FY 2017, the single-family residential sector disposed of approximately 31,800 tons of MSW via residential services. Figure 5-1 presents the City's tonnage and percentage of single-family residential MSW by type.





Single-stream recyclables and yard trimmings contribute to the sector's overall recycling rate. This accounts for all MSW that is diverted from landfill disposal through residential services. The City's current overall single-family recycling rate, including single-stream recyclables and yard trimmings, is 20.5 percent (18.2 percent for single-stream recyclables; 2.3 percent for yard trimmings).

The number of pounds of recyclable material collected per household per year is often used as a performance metric for curbside recycling programs. Table 5-2 presents the City's current recycling quantities by household, by material type, for the single-family residential sector.

Recyclable Material	Annual Pounds per Household
Single-stream recyclables	458
Yard trimmings	58
Total Recycling:	516

Table 5-2: Current Single-family Household Recycling Quantities

Based on a study conducted in 2016 that surveyed 465 cities across the country, the national average for the amount of single-stream recyclables collected curbside is 357 pounds per household per year.<sup>1</sup> However, state-level averages varied widely, and four states had average per-household annual rates above 500 pounds. At 458 pounds per household per year, the City's residential curbside single-stream recycling program generates quantities of recyclables above the national average. Based on available data, the City may be able to increase its single-stream recycling rate through strategies presented in Section 5.3.

Yard trimmings collected through the City's curbside yard trimming collection service is converted to mulch at the City's Collection Station and either made available to City customers for free or hauled to the contractor's organics processing facility. While quantities of yard trimmings material can vary significantly based on seasonal variations, abundance of vegetation, and from city to city, the City's current yard trimmings diversion quantities are relatively low, at an average of 58 pounds per household per year, or 2.3 percent of total MSW generation. Cities with well-established yard trimmings (including brush) diversion programs, such as the City of Austin, may see as much as 10 to 20 percent of their residential MSW diversion quantities achieved through yard trimmings diversion. Based on this data and conversations with City staff, the single-family residential sector has potential to significantly increase yard trimmings diversion quantities.

**Single-stream recycling participation.** In June 2018, the City and its MSW services contractor conducted a study to establish the current household participation rate for the curbside single-stream recycling program. Along the collection routes observed, an average of 70.3 percent of single-family households set out their recycling carts for collection on their service day. The results of this study were used to inform development of the priority for achieving a 90 percent household participation rate for curbside recycling service and will be used as the baseline against which to measure future progress. Priorities established for the single-family residential sector are further discussed in Section 5.3.

### 5.1.2 Comparison to Benchmark Cities

This section provides an overview of MSW services provided for the single-family sector for the benchmark cities identified by the City, which include Cedar Park, Frisco, Kyle, New Braunfels, Richardson, and Round Rock. Table 5-3 provides a summary of the single-family services each benchmark city provides with monthly base rates and the frequency of collection for each service.

<sup>&</sup>lt;sup>1</sup> The Recycling Partnership. January 31, 2017. "The 2016 State of Curbside Report." Available online: <u>https://recyclingpartnership.org/state-of-curbside-report/</u>

Generally, the City provides comparable service types as each of the benchmark cities. The City's monthly residential base service rate falls in the middle of the six cities. Four of the six cities' residential monthly base rates fall within ten percent of the City's current rate of \$18.69 (for in-City customers). Frisco and New Braunfels have rates approximately 30 percent lower than Georgetown; however, recycling services are not included in New Braunfels' base rate and residents must pay an additional fee to receive recycling service.

All except one benchmark city provide weekly landfill trash collection. Three benchmark cities provide weekly curbside single-stream recycling collection and three provide this service every other week, as Georgetown does. Service frequencies provided by the benchmark cities for bulky item collection and yard trimmings or brush collection are more variable than landfill trash and recycling services.

All except one benchmark city provides an HHW collection service to residential customers in some capacity, though service details vary. HHW services are addressed in Section 11.0. A detailed matrix providing further details regarding each benchmark city's current services is provided in Appendix B.

					•		
	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Richardson	Round Rock
Base Rate <sup>1</sup>	\$18.80	\$18.69	\$13.50	\$20.42	\$13.40	\$19.40	\$18.96
Landfill Trash		· · · · ·		·	·		
Provided with base rate	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Collection frequency	Weekly	Weekly	Weekly	Weekly	Weekly	Twice per week	Weekly
Recyclables	-						
Provided with base rate	Yes	Yes	Yes	Yes	No; \$4.26 per month	Yes	Yes
Collection frequency	Every other week	Every other week	Weekly	Every other week	Weekly	Weekly	Every other week
Bulky Items	-						
Provided with base rate	Yes	Yes	Yes	Yes	No; \$25.00 per collection	Yes	Yes
Collection frequency	Twice per year	Weekly	Monthly	Once per year	Unlimited, upon request	Weekly	Once per year <sup>2</sup>
Yard Trimmings		· · · · ·		·	·		
Provided with base rate	Yes	Not provided	Yes	Yes	Yes	Yes (with bulky items)	No; \$25.00 per collection
Collection frequency	Monthly	N/A	Weekly	Every other week	Weekly	Weekly	Weekly

Table 5-3: Single-Family Residential Services Benchmark Comparisons

<sup>1</sup> Base rates do not include sales tax paid by customers. Georgetown's rate of \$18.80 reflects the rate paid by in-City customers. Out-of-City customers pay \$26.40 per month.

 $^{2}$  Round Rock provides one bulky item collection per year included in services provided with the base monthly rate. Residents may receive additional collection upon request for an additional fee of \$25.00 per collection.

#### 5.1.3 Current System Findings

**Robust service offerings.** The City offers a robust set of residential MSW services and has an effective delivery system in place. The City values continuing to provide comprehensive, reliable services in ways that are cost effective for both the City and its residents as the City continues to grow.

**Effective single-stream residential recycling program.** With an average of 458 pounds per household recycled annually, the City has an effective single-stream recycling program that is higher than the national average.

Low yard trimmings diversion rates. The City offers separate monthly collection of yard trimmings. However, this program is underutilized, and yard trimmings diversion rates are low when compared to other cities with well-established programs. Based on this data and conversations with City staff, a focus on yard trimmings diversion offers an opportunity for the City to significantly increase its overall residential diversion rate.

**Variable rate structure.** Some cities have implemented a variable rate structure, under which residents pay monthly rates based on the size of their landfill trash cart, as a method to incentivize residents to generate less landfill trash and recycle and compost more. With options for residents to choose a 35, 65, or 95-gallon landfill trash cart, the City's residential collection system is already set up in a way that variable rates could be implemented. Cities in Texas that have variable residential rate structures include Austin, Denton, Fort Worth, and San Antonio. Potential advantages and challenges of implementing a variable rate structure are provided in Table 5-4.

Advantages	Challenges
<ul> <li>Typically increases the volume of recyclables captured for cities that have wider rate gaps between cart sizes.</li> <li>There is a direct link between rates and the amount of service provided, similar to utilities like water, electricity, and gas</li> </ul>	<ul> <li>City may incur costs to purchase new carts</li> <li>Residents with more landfill trash would pay more; City could face opposition</li> <li>Potential increased contamination of recycling and organic streams</li> </ul>

Table 5-4: Potential Advantages and Challenges of a Variable Rate Structure

#### 5.2 Sector Priorities and Future Outlook

According to data released by the U.S. Census Bureau in early 2018, of cities with a population greater than 50,000, the City of Georgetown is the sixth fastest growing City in the country.<sup>2</sup> The City estimates that the number of residents receiving MSW from the City and its contractor (within the City and the ETJ) is projected to double from approximately 60,000 to 120,000 over the course of the 20-year planning period.

The City is actively working to develop a consistent, comprehensive MSW management system throughout the City, across all sectors. This is a commitment to providing a robust set of convenient and affordable services to residents. Engagement of single-family residents will be key in shaping the overall success of the City's MSW management program. Customer habits and interactions with MSW services begin at home and are carried with them though other areas of life, whether that be when enjoying time with friends and family in the City's numerous parks, attending special events in Downtown, or while at their place of work.

The priorities and strategies presented in Section 5.3 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for the single-family residential sector is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

The strategies and actions developed for the single-family residential sector are designed to implement and services and programs to shift MSW management behaviors towards methods other than traditional landfill disposal. As presented in the tables below, the City plans to implement new programs and provide education to residents to encourage increased MSW diversion. The City also plans to evaluate additional innovative service options in the mid- and long-term.

<sup>&</sup>lt;sup>2</sup> United States Census Bureau. May 24, 2018. "Census Bureau Reveals Fastest-Growing Large Cities." Available online: <u>https://www.census.gov/newsroom/press-releases/2018/estimates-cities.html</u>

Guiding Principle 2: Services must be convenient for customers and price-competitive.

The evaluation of any potential new services or changes to existing services will include a cost of service analysis to ensure that changes do result in overly burdensome costs to single-family residents or the City.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

Strategies for the single-family residential sector have an indirect, but important applicability to the guiding principle to enhance the aesthetics of Downtown and City parks. Based on the Citizen Survey conducted in 2016, 44 percent of City residents visit Downtown and 26 percent visit City parks more than 12 times per year. Engaging residents in consistently and effectively participating in recycling and waste diversion activities at home will make it more likely that they will carry these practices with them into the public sphere, including visits to the City's public spaces.

## 5.3 Strategies and Implementation Plan

The tables below present the priorities and strategies developed for the single-family residential sector. In addition to these sector-specific priorities and strategies, there are various strategies the City plans to employ which are applicable to multiple sectors addressed within the CSWMP. The City-wide strategies further addressed in Section 12.0 that are applicable to the single-family residential sector include:

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline establishment
- Standardized MSW collection containers and signage

STRATEGY 1:	Continue to increase participation in the City's residential curbside recycling program.
Description:	The City already has an effective system in place for its residential curbside recycling program. Leveraging this system and encouraging increased participation will continue to increase quantities of recyclables recovered, thereby reducing the quantities of MSW that are landfilled.
Initial Difficulty:	Moderate
Waste Types Targeted:	Single-stream recyclables
Impact:	High
Priorities:	Achieve a 90 percent participation rate for the City's residential curbside single-stream recycling program.
Timeline:	Achieve by 2025
Measuring Progress/KPI:	Participation rate will be measured at least annually based on annual in-field surveys or tracked through use of technology, such as RFID chips. Rates will be compared to previous annual rates to determine progress and evaluate the need for program or strategy revisions.

Strategy 1: Near-term, Years 1-5					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Conduct an MSW characterization audit to gain a better understanding of the composition of the single-family residential MSW stream allow for detailed analysis of the MSW stream and provide a baseline against which to measure future progress. Refer to Section 12.0, City-wide Strategies for further details.	Staff time, potential consultant costs	ESD, MSW contractor	High		
Based on baseline waste characterization and diversion data, including assessment of contamination levels in single-stream recycling, the City will develop measurable goals for ensuring acceptable levels of contamination found in residential single-stream recyclables. If needed, development of goals will be paired with "Recycle Right" education initiatives to work toward contamination reduction goals.	ESD	ESD, Communications Department	High		
Develop targeted education and outreach efforts for single-stream recyclables.	Staff time, little to no associated additional costs	ESD, Communications Department	High		
Evaluate the use of RFID technology in recycling carts.	Staff time, potential consultant costs, potential for inclusion in next RFP process	ESD, MSW contractor	Low		
Evaluate the implementation of a variable residential rate structure, based on landfill trash cart capacities. This should include evaluations of customer willingness to pay, cost of transition, and potential increases to recyclable quantities that may be recovered.	Staff time, potential consultant costs, potential for inclusion in next RFP process	ESD, Utility Billing, Finance, contractor	Medium		

Strategy 1: Mid-term, Years 6-10					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Conduct in-depth participation study which includes evaluation of cart contents for proper participation or contamination. Compare participation rates to the study conducted in 2018 to measure progress.	Staff time, potential consultant costs	ESD, MSW contractor	Medium		
Conduct an MSW characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	High		
Continue education and outreach activities regarding the City's recycling priorities and proper participation, with an emphasis on targeting new residents.	Staff time, little to no associated additional costs	ESD, Communications Department	High		
Develop annual public recycling education events, such as a film at the library or interactive presentation for adults and children.	Staff time, minimal cost for additional presentation materials	ESD, Library, Communications Department, residents	Low		

Strategy 1: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Continue to provide education and outreach, based on needs identified though continued program participation and proper recycling analysis.	Staff time, little to no associated additional costs	ESD, Communications Department	High	

STRATEGY 2:	Encourage individual and community engagement.			
Description:	Individual and community engagement is a key component of developing an MSW management culture focused less on landfill trash alone and more on following the waste management hierarchy. There are several supportive programs or tools the City could implement to increase engagement in the residential sector. Programs, resources and outreach should be available to Tier I and Tier II residential customers.			
Initial Difficulty:	Low			
Waste Types Targeted:	Single-stream recyclables, reusable items and materials, bulky items			
Impact:	Moderate to high			
Priorities:	Reach 80 percent of the community annually with at least one message.			
Timeline:	Achieve by 2020 and on an ongoing basis.			
Measuring Progress/KPI:	Progress should be measured based on the number of individuals participating in community engagement programs as well as the visibility of such programs within the community. This may be measured by tracking participation where practical, and including related questions on periodic Citizen Surveys administered to residents			

Strategy 2: Near-term, Years 1-5					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Develop marketing and outreach campaigns to engage community members and provide education about the importance of practicing responsible MSW management and making decisions based on the waste management hierarchy and reducing landfill disposal (Guiding Principles 1 and 4). This includes encouraging residents to reuse items and materials, buy recycled and recyclable products, donate items, and reduce their overall material consumption. It also includes education and outreach for each of the programs discussed below for Strategy 2.	Staff time, little to no associated additional costs	ESD, residents	High		
Establish a Keep Georgetown Beautiful through the Keep Texas Beautiful Program.	Staff time	ESD	High		

Strategy 2: Near-term, Years 1-5			
Develop a variety of program proposals to educate, incentivize and encourage residents to keep the City clean. Program examples may include a "refuse a straw" campaign or a "most beautiful yard in Georgetown" initiative.	Staff time, little to no associated additional costs	ESD, residents	Medium
Complete a cost and benefits analysis for each proposed program and make recommendations for implementation priority.	Staff time, little to no associated additional costs	ESD	High
Apply for grants to off-set any cost(s) associated with program implementation and administration.	Staff time, little to no associated additional costs	ESD	Medium
Develop community programs for avenues for residents to reduce, reuse, donate, recycle, or by some other means divert material from landfill disposal. Such programs may include repair clinics, lunch and learns, clothing swaps, and an upcycle art show.	Staff time, some minimal costs for supplies	ESD, Library, Facilities, residents	Medium
For each program implemented, develop a method to report diversion quantities, successes, and challenges. Recommendations for continued or expanded programs should be based on review of these reports.	Staff time, little to no associated additional costs	ESD	Medium
Establish a community Block Leader/Volunteer Program for engaged residents to partner with the City to both learn about waste reduction and diversion and serve as communicators and educators to their communities, neighborhoods, friends, and family for approved messages.	Staff time, little to no associated additional costs	ESD, residents	Medium
Develop framework for the program, including recruitment, acceptance criteria, meeting frequency and schedule, and a training agenda.	Staff time, little to no associated additional costs	ESD	Medium
Implement program tracking for criteria including participation hours, successes, and challenges.	Staff time, little to no associated additional costs	ESD	Medium
Conduct a program review and evaluation annually to develop program recommendations for the following year cycle, and to highlight program successes and publicize within the community.	Staff time, little to no associated additional costs	ESD	High

Strategy 2: Mid-term, Years 6-10				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Review program data and reports from previous years and develop program recommendations for program changes or continuation based on this analysis.	Staff time, any additional costs to be determined upon review	ESD	High	

Strategy 2: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Review program data and reports from previous years and develop program recommendations for program changes or continuation based on this analysis.	Staff time, any additional costs to be determined upon review	ESD	High	

STRATEGY 3:	Prevent organics from being landfilled.	
Description:	Based on state-wide MSW characterization data (refer to Section 3.4.1) and the current quantities of material diverted through the curbside yard trimmings program, the City likely has significant potential to increase waste diversion by preventing organic material (yard trimmings and food scraps) from being disposed in the landfill. The City already has a framework for provision of curbside residential services and a curbside yard trimmings collection program in place, both of which should be leveraged and modified as determined, based on consideration of the activities below.	
Initial Difficulty:	Moderate to high	
Waste Types Targeted:	Organics, including yard trimmings and food scraps	
Impact:	High	
Priorities:	Increase the participation rate for the City's residential yard trimmings program by five percent per year.	
Timeline:	Achieve fiver percent increase by 2025, and each subsequent year.	

STRATEGY 3:	Prevent organics from being landfilled.
Measuring Progress/KPI:	Progress will be measured through annual participation rate studies for the residential yard trimmings collection service. Further progress measurement will be possible through periodic MSW characterization audits as presented under Strategy 1.

Strategy 3: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Evaluate, recommend, and implement expanded organics diversion program options and develop a cost and benefit analysis for each, including:	Staff time, potential consultant costs	ESD, MSW contractor	High
Increased collection frequency for residential curbside yard trimmings	Capital and operational costs, staff time, potential consultant costs	ESD, MSW contractor	Medium
Implementation of cart-based residential curbside organics collection, to include yard trimmings and food scraps	Capital and operational costs, staff time, potential consultant costs	ESD, MSW contractor	Low
Development of a residential drop-off composting program	Capital and operational costs, staff time, potential consultant costs	ESD, MSW contractor	Medium
Develop targeted education and outreach efforts for recommended organics diversion programs.	Staff time	ESD, Communications Department	Medium
Conduct annual participation studies, measuring customer participation in the curbside yard trimmings program. Compare participation rates to each subsequent year to measure progress toward the priority of an annual five percent participation rate increase.	Staff time, potential consultant costs	ESD, MSW contractor	High
Monitor market conditions including local organics processing options and residential demand for food scraps collection. These should be used as factors in determining if, when, and how provision of food scraps collection may be financially feasible for the City.	Staff time, potential consultant costs	ESD	High

Strategy 3: Near-term, Years 1-5			
If an organics collection program is implemented to include food scraps, re-define organics to include food scraps (vegetables, meat and dairy), paper products (paper plates, paper towels, pizza boxes) and vegetation (yard trimmings, leaves, branches, floral bouquets) and any other items created from plant or animal resources, in addition to yard trimmings	Minimal staff time	ESD	Low
Develop and support the use of community resources to reduce or divert organics material from landfill disposal. Program considerations could include community gardens, providing composting at community gardens, food forests, waste reduction/diversion neighborhood competitions, and wildlife habitat preservation.	Staff time, potential material costs	ESD, other City departments such as Parks and Recreation	High
Conduct annual program reviews, highlighting successes and challenges and make recommendations for program continuation, expansion, or removal.	Staff time	ESD	High

Strategy 3: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for any approved new or expanded programs implemented in Years 1-5. Make recommendations for each program's continuation, adaption, or removal.	Staff time, any additional costs to be determined upon review	ESD	High
Continue to assess market and technology developments for innovative organics diversion programs and make recommendations for new or additional programs as appropriate.	Staff time, any additional costs to be determined upon market assessments	ESD	Medium

Strategy 3: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for any approved new or expanded programs implemented in Years 6-10. Make recommendations for each program's continuation, adaption, or removal.	Staff time, any additional costs to be determined upon review	ESD	High
Continue to assess market and technology developments for innovative organics diversion programs and make recommendations for new or additional programs as appropriate.	Staff time, any additional costs to be determined upon market assessments	ESD	Medium

STRATEGY 4:	Ensure the optimal suite of services is provided to the maximum number of residents and that all residents regularly receive pertinent and consistent information.
Description:	These activities apply to the single-family residential sector as a whole and to all services provided for these residents. They are targeted at ensuring the optimal suite of services continues to be provided and that all residents are provided the support to properly participate in programs and services on a continual basis.
Initial Difficulty:	Moderate
Waste Types Targeted:	All
Impact:	Moderate to high
Priorities:	Achieve at least 85 percent customer satisfaction for all MSW collection services provided to single-family residents.
Timeline:	Achieve by 2025 and on an ongoing basis.
Measuring Progress/KPI:	Progress will be measured through future Citizen Surveys as well as periodic MSW characterization audits and program participation studies.

Strategy 4: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Two to three years prior to the end of the City's current MSW services contract term and each subsequent term, the City should begin to review the terms of the contract and evaluate whether any contractual changes are necessary. This tactic applies to all of the sectors addressed in this CSWMP and is described in further detail in Section 12.0, City-wide Strategies.	Staff time, potential consultant costs	ESD, MSW contractor	High
After standard container types and colors are determined (refer to Section 12.0, City-wide Strategies for detailed description), replace residential carts, if needed, to be consistent with the standardized cart system that is to be developed for implementation across all sectors. During the next contract renewal, re-negotiation or procurement process, include request for costs and transition timeline.	Staff time, potential cost of replacement containers is to be evaluated further	ESD, MSW contractor	High
Continue to develop strong education and outreach channels that are used on a regular basis for residential communications for all programs and initiatives. This should include channels such as social media, City's website, mailed information, and collaboration with other City departments, such as the Library, that may have strong communication channels and networks in place.	Staff time, minimal material costs	ESD, Communications Department	High
Develop a regular schedule for information distribution, such as social media posts, to residents and for ensuring all posted information is up to date, such as guidelines on the City website. The objective is to continuously encourage residential participation in all services and programs by maintaining visibility.	Staff time	ESD, Communications Department	High
Develop simple, standardized, graphics-based guidance for residential customers. This will be particularly important to communicate program or service changes. Evaluate the cost of affixing "what material goes where" signage to residential carts. Refer to Section 12.0 City-wide Strategies for detailed description.	Staff time, material costs are to be evaluated	ESD, MSW contractor	High

Strategy 4: Near-term, Years 1-5			
Provide avenues for Tier II residents to reduce, reuse, donate, recycle or otherwise divert material from landfill disposal.	Potential increased contract costs if Tier II services are expanded, staff time	ESD, MSW contractor, Communications Department	High
Include Tier II residents in mandatory residential services in the City's next contract renewal, re-negotiation, or procurement process. A cost differential between in-City and ETJ residents may be evaluated as necessary.	Potential increased contract costs if Tier II services are expanded	ESD, MSW contractor	Medium
Include Tier II residents in all single-family residential education, outreach, and marketing campaigns.	Staff time, minimal material costs	ESD, Communications Department	Medium
In future Citizen Surveys conducted by the City, request residential customer feedback regarding satisfaction with MSW services and levels of education provided by the City.	Staff time	ESD, Communications Department, residents	High

Strategy 4: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Evaluate suite of core residential services on an ongoing basis as a key part of ongoing contract evaluations. Refer to Section 12.0, City-wide Strategies for detailed description). Evaluate whether current services continue to meet the needs of residential customers or whether different or additional services should be procured.	Staff time, potential consultant costs	ESD, MSW contractor	High

Strategy 4: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Evaluate suite of core residential services on an ongoing basis as a key part of ongoing contract evaluations. Refer to Section 12.0, City-wide Strategies for detailed description). Evaluate whether current services continue to meet the needs of residential customers or whether different or additional services should be procured.	Staff time, potential consultant costs	ESD, MSW contractor	High	

### 6.0 MULTIFAMILY

#### 6.1 Multifamily Overview

For the purposes of this CSWMP, multifamily refers to residential properties within the City having greater than four individual housing units as well as assisted living and long-term residential care facilities. As in the commercial sector, the City's contractor provides exclusive MSW services for multifamily properties within the City limits while properties in the ETJ are serviced via an open market system. This section presents an overview of the current MSW services provided to the multifamily sector, sector-specific priorities, and an evaluation of potential strategies.

#### 6.1.1 Current System

**MSW services.** From an MSW services perspective, the multifamily sector is distinct from the singlefamily and commercial sectors, though it shares characteristics with both. Generally, most multifamily properties are serviced with front load dumpsters, which can provide landfill trash and recyclables collection services. Some multifamily properties in the City choose to provide residents with at-yourdoor valet service in addition to on-site dumpster access. This is a growing trend both within the City and for the broader multifamily sector across the country. Multifamily properties may choose to receive rolloff service as well. Residents living in multifamily buildings are eligible to participate in the City's HHW voucher program along with single-family residents. Other single-family residential services, including bulky item collection and yard trimmings collection are not provided to residents living in multifamily properties.



Multifamily properties are subject to the commercial services rate structure. Property managers or owners are billed by the City for MSW services, and in turn choose how to charge residents for these services and any additional services (e.g., valet service). The City's commercial MSW services rates and rate structure are discussed in Section 7.0.

Multifamily compactor enclosure

**Recycling insight.** While there are currently no requirements for the provision of recycling services by multifamily properties, some properties choose to offer recycling collection services. Based on available data, fewer than one third of the City's multifamily properties provide recyclables collection in addition to

landfill trash collection. Further, most multifamily properties that provide recycling in addition to landfill trash collection have a significantly lower weekly recycling capacity than landfill trash capacity. This leaves a significant portion of the multifamily population that must either dispose of recyclables with landfill trash or find recycling options on their own. Residents have the option to self-haul recyclables to the recycling drop-off facility located at the City's Transfer Station; however, service ease and convenience are important factors that impact participation in any program.

Because multifamily material is co-collected with commercial material by the City's contractor, specific landfill trash and recyclables tonnage data for the multifamily sector is limited and the actual multifamily recycling quantities are unavailable.

#### 6.1.2 Comparison to Benchmark Cities

This section provides an overview of MSW services provided for the multifamily sector for the benchmark cities identified by the City, which include Cedar Park, Frisco, Kyle, New Braunfels, Richardson, and Round Rock.

Like Georgetown, each of the benchmark cities provides landfill trash and recycling collection services to multifamily properties and residents in the same way they provide commercial services. Except for New Braunfels, multifamily properties are subject to the same MSW services rate structure as commercial customers. In New Braunfels, most multifamily residents pay the same monthly base rate as single-family residents directly to the city. Section 7.0 Commercial and Institutional provides further information regarding commercial rates and services.

City's typically do not provide bulky waste or organics collection services for multifamily customers. If a multifamily property chooses to provide these services their residents, they would contract directly with the service provider of their choice authorized to operate with their city.

Most of the benchmark cities reported having similar difficulties to Georgetown for multifamily recycling participation. They reported that many multifamily residents have inquired about or requested to be provided with recycling services. The primary issues noted are that multifamily properties are not required to provide recycling services in most cities and a general lack of space for recycling containers at multifamily properties. Frisco is the only benchmark city that has an ordinance requiring multifamily properties to provide recycling collection to residents.

A detailed matrix providing further details regarding each benchmark city's current services is provided in Appendix B.

### 6.1.3 Current System Findings

**Nature of multifamily services.** The multifamily sector is similar to the commercial sector in terms of billing and provision of services; however, service needs and MSW generation of individual multifamily households are more similar to the single-family sector with the exception of yard trimmings and bulky waste. Yard trimmings are not generated by individual multifamily households but may be generated through property landscaping. Generation rates of bulky waste by multifamily households are unknown but are likely generated at lower rates than for single-family households.

**Recycling participation and rates.** Currently, a relatively low percentage of multifamily properties provide on-site recycling access to multifamily residents. Therefore, it is likely that there is a significant potential for increasing recycling rates for multifamily households. Specific data for multifamily single-stream recycling rates is not available because material is collected with the same equipment and services as commercial material.

**Property owner engagement.** Multifamily property owners and managers are not generally interested in providing recycling services to residents. Some may offer recycling because of both resident demand and corporate sustainability initiatives. Multifamily properties may be generally be interested in collaborating with and receiving support from the City to provide MSW services in a cost-effective and convenient manner for residents.

**Multifamily resident motivation.** Convenient access and sufficient capacity are the primary determining factors in whether multifamily residents participate in a recycling program. While a property may have a recycling dumpster, if it is not easily accessible or if containers are regularly overflowing, residents may still dispose of recyclables in landfill trash containers.

#### 6.2 Sector Priorities and Future Outlook

The City estimates that approximately 15 percent (about 9,000 residents) of its population within City limits currently lives in multifamily housing units. At an average of 1.8 people per multifamily



household, the City's total multifamily household estimate is about 5,000. The City expects that the proportion of multifamily residents will increase over the planning period, estimating that approximately

20 percent of the total population will live in multifamily housing by 2040. For planning purposes, the multifamily portion of the City's population was projected to grow at a fixed annual rate, from 15 percent in 2017 to 20 percent in 2040.

The priorities and strategies presented in Section 6.3 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for the multi-family residential sector is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

The strategies and actions developed for the multi-family residential sector are designed to implement services and programs to shift MSW management behaviors towards methods other than traditional landfill disposal. The City recognizes the need to increase availability of such services and programs for multifamily residents, as reflected in Strategy 1 below. As presented in the following tables, the City plans to implement programs and provide education to residents to encourage increased MSW diversion within the multifamily sector. The City also plans to evaluate additional innovative service options in the mid- and long-term.

Guiding Principle 2: Services must be convenient for customers and price-competitive.

The City recognizes that there is a lack of convenient recycling services with sufficient capacity for multifamily residents and has developed strategies to target this issue. The evaluation of potential new services or changes to existing services will include a cost of service analysis to ensure that changes do result in overly burdensome costs to residents, property owners and managers, or the City.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

As for the single-family sector, strategies for the multifamily residential sector have an indirect, but important applicability to the guiding principle to enhance the aesthetics of Downtown and City parks, though to a lesser extent because a much smaller portion of the population lives in multifamily households. Engaging residents in consistently and effectively participating in recycling and waste diversion activities at home will make it more likely that they will carry these practices with them into the public sphere, including visits to the City's public spaces.

# 6.3 Strategies and Implementation Plan

The tables below present the priorities and strategies developed for the multifamily residential sector. In addition to these sector-specific priorities and strategies, there are various strategies the City plans to employ which are applicable to multiple sectors addressed within the CSWMP. The City-wide strategies further addressed in Section 12.0 that are applicable to the single-family residential sector include:

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline establishment
- Standardized MSW collection containers and signage
- MSW infrastructure planning

STRATEGY 1:	Ensure multifamily residents have access to equal recycling, diversion, and disposal services as other Georgetown residents.
Description:	The City has an established system in place to provide landfill trash and recycling services to multifamily residents. However, multifamily residents do not receive the same capacity of service as single-family residents and do not receive all of the same types of service. The activities below are designed to ensure multifamily residents receive comparable services and to encourage participation in the multifamily recycling program, thereby reducing the quantities of materials that are disposed in the landfill.
Initial Difficulty:	Low to high
Waste Types Targeted:	Landfill trash, single-stream recyclables, bulky waste
Impact:	High to very high
Priorities:	Make progress toward ensuring multifamily residents have the same residential services as single-family residents and duplexes.
Timeline:	Achieve by measuring on an ongoing basis. Specific goals will be developed after baseline is established.
Measuring Progress/KPI:	Methods will be developed to readily track whether multifamily properties provide any minimum service standards (to be established in Years 1-5), including recycling participation and per-unit capacities.

Strategy 1: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct an MSW characterization audit to gain a better understanding of the composition of the multifamily MSW stream to allow for detailed analyses and to provide a baseline against which to measure future progress for increases in MSW diversion.	Staff time, potential consultant costs	ESD, MSW contractor	High
Establish a method for identifying multifamily complexes in the City's billing system, separately from commercial customers. This will allow for targeted data analysis as well as outreach for multifamily residents and properties.	Staff time	ESD, Utility Billing	High
After a method is established for identifying multifamily properties, identify which facilities offer recycling services and the per-unit capacity of each property.	Staff time	ESD, MSW contractor	High
Evaluate the need to provide periodic bulky waste collection at multifamily properties. If it is determined there is a need, include multifamily bulky waste services into the City's next contract renewal, re-negotiation, or procurement process.	Staff time	ESD, MSW contractor, multifamily property owners	High
Develop policies and ordinances that either encourage or compel multifamily properties to offer diversion services to residents. This includes developing minimum standards for recycling services at multifamily properties, including sufficient capacity per unit, access to service, and bulky collections service.	Staff time, potential consultant costs	ESD, City Council	High
Develop policies and ordinances that establish minimum recycling standards for multifamily properties, including requirement for provision of services and a capacity threshold for residents. Requirements should ensure that multifamily residents have access to the same level of landfill trash and single-stream recycling services as single-family residents.	Staff time	ESD, City Council	High

Strategy 1: Near-term, Years 1-5			
Develop methods by which to verify that multifamily properties meet the established minimum standards for landfill trash and recycling service provision	Staff time	ESD, MSW contractor	High
Develop a KPI/PMP to track recycling participation, generation rates, and per-unit capacities for the multifamily sector.	Staff time	ESD, MSW contractor	High
Develop educational information and trainings for the multifamily sector about all services provided. Separate materials will be designed specifically to educate property owners and managers and other will be designed for property owners and managers to easily distribute to their residents.	Staff time, some material costs	ESD, Communications Department	High
Topics for educational materials will include ensuring owners and residents are aware of all services available to them; complete and accurate information regarding proper participation in each service, clear definition of accepted single- stream recyclables, and best practices for community engagement and internal MSW management for property owners.	Staff time	ESD, Communications Department	High
Develop a targeted marketing campaign for any properties that do not meet the minimum standards for landfill and recycling service provisions.	Staff time	ESD, Communications Department	High

Strategy 1: Mid-term, Years 6-10				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Continue to evaluate recycling participation against established baseline using the developed KPI/PMP. Make recommendations for service adjustments or additional policies and ordinances based on measured progress.	Staff time	ESD, MSW contractor	Medium	
Conduct an MSW characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	Medium	

Strategy 1: Mid-term, Years 6-10			
Continue education and outreach activities regarding the City's recycling priorities and proper participation, with an emphasis on targeting new properties.	Staff time, little to no associated additional costs	ESD, Communications	High

Strategy 1: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to evaluate recycling participation against established baseline using the developed KPI/PMP. Make recommendations for service adjustments or additional policies and ordinances based on measured progress.	Staff time	ESD, MSW contractor	High
Conduct an MSW characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	Medium
Continue education and outreach activities regarding the City's recycling priorities and proper participation, with an emphasis on targeting new properties.	Staff time, little to no associated additional costs	ESD, Communications	High

STRATEGY 2:	Regularly engage with multifamily property owners and managers regarding MSW services.
Description:	The City's multifamily sector customers are property owners and managers rather than individual residents and households. Regular engagement with multifamily property owners and managers has the potential to influence both the customer's MSW management practices and the MSW management practices of individual residents because. Property owners and managers have much more frequent direct contact with their residents than does the City.
Initial Difficulty:	Easy to Moderate
Waste Types Targeted:	All
Impact:	Minimal to High
Priorities:	Increase program participation and engagement of multifamily property owners and managers through implementation of supportive programs.
Timeline:	Achieve by 2025 and on an ongoing basis.
Measuring Progress/KPI:	Each program implemented will be reviewed on an annual basis for perception, participation, successes, and challenges and recommendations for any changes will be made as needed.

Strategy 2: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Create a network of multifamily properties to provide support, ideas, and assistance to each other in developing MSW diversion, reduction and recycling programs and initiatives at their properties. This includes developing a listserv of properties and hosting monthly meetings to discuss a recycling or diversion topic of their choosing.	Staff time	ESD, multifamily properties	Low
On an annual basis, review perception, participation, successes, and challenges of the networking program and make recommendations for continuation, expansion, or removal of the program.	Staff time	ESD, multifamily properties	Low
Develop a program for recognition of multifamily properties that meet or exceed the established minimum criteria for standard recycling and diversion services and participation. Recognition of these properties will be based on the KPI/PMP evaluation established under Strategy 1.	Staff time	ESD	Medium
For properties meeting or exceeding minimum standards, provide a logo or stamp they can display and use on their website and marketing materials in recognition of their efforts.	Staff time	ESD	Medium
Create a page on the City website listing the multifamily properties that meet or exceed minimum standards.	Staff time	ESD	Low
Survey multifamily properties to evaluate interest in creating joint or group purchasing agreements or contracts with each other for third party services. Such services may include contracts for cleaning of empty units or a method by which to share the costs of managing illegal dumping. The survey should be designed to identify other areas of interest for shared resources.	Staff time	ESD, multifamily properties	Low
Encourage multifamily property owners and managers to include recycling and diversion terms in their third-party contracts. Such terms may include requirements to divert landscaping material and requirements to recycle materials resulting from new construction or remodeling projects.	Staff time	ESD, multifamily properties	Medium

Strategy 2: Near-term, Years 1-5			
Provide technical assistance for multifamily properties, including the existing Site Assessment program. Provide additional, individual technical assistance to multifamily properties as needed. While the City should actively support multifamily properties in this manner, the support should not excessively burden City staff and resources.	Staff time, some potential materials costs	ESD, multifamily properties	High
On an annual basis, review perception, participation, successes, and challenges of each of the above programs and make recommendations for continuation, expansion, or removal of the program.	Staff time, some potential materials costs	ESD, multifamily properties	High

Strategy 2: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Review program reports from previous years and develop program recommendations for program changes or continuation based on this analysis.	Staff time, any additional costs to be determined upon review	ESD	High

Strategy 2: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Review program data and reports from previous years and develop program recommendations for program changes or continuation based on this analysis.	Staff time, any additional costs to be determined upon review	ESD	High

STRATEGY 3:	Create avenues to directly engage multifamily residents.
Description:	While property owners and managers are the City's direct customers in the multifamily sector, the success of programs and accomplishing increases in recycling and diversion is also dependent on participation and engagement of individual multifamily residents. If the City is able to implement successful supportive programs for individual residents as well, overall likelihood of success in the multifamily sector will be increased.
Initial Difficulty:	Low to Moderate
Waste Types Targeted:	All
Impact:	Minimal to High
Priorities:	Increase participation and engagement of multifamily residents through implementation of supportive programs.
Timeline:	Achieve by 2025 and on an ongoing basis.
Measuring Progress/KPI:	Each program implemented will be reviewed on an annual basis for perception, participation, successes, and challenges and recommendations for any changes will be made as needed.

Strategy 3: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Establish a community Block Leader/Volunteer Program for engaged residents to partner with the City to both learn about MSW reduction and diversion and serve as communicators and educators to their communities, neighborhoods, friends, and family for approved messages.	Staff time, little to no associated additional costs	ESD, residents	Medium	
Develop framework for the program, including recruitment, acceptance criteria, meeting frequency and schedule, and a training agenda.	Staff time, little to no associated additional costs	ESD	Medium	
Implement program tracking for criteria including participation hours, successes, and challenges.	Staff time, little to no associated additional costs	ESD	Medium	

Strategy 3: Near-term, Years 1-5				
Conduct an annual program review and evaluation to develop program recommendations for the following year cycle, and to highlight program successes and publicize within the community.	Staff time, little to no associated additional costs	ESD	Medium	
Develop and support the use of community resources to reduce or divert organics from landfill disposal. Program considerations could include community gardens, providing composting at community gardens, food forests, waste reduction or diversion neighborhood competitions, and wildlife habitat preservation. Encourage multifamily residents and property owners to establish similar programs for their communities.	Staff time, potential material costs	ESD, other City departments such as Parks and Recreation	Medium	
Conduct annual program reviews, highlighting successes and challenges and make recommendations for program continuation, expansion, or removal.	Staff time	ESD	High	

Strategy 3: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for any approved new or expanded programs implemented in Years 1-5. Make recommendations for each program's continuation, adaption, or removal.	Staff time, any additional costs to be determined upon review	ESD	High

Strategy 3: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for any approved new or expanded programs implemented in Years 6-10. Make recommendations for each program's continuation, adaption, or removal.	Staff time, any additional costs to be determined upon review	ESD	High

STRATEGY 4:	Conduct additional evaluations and develop additional standardized practices for the multifamily sector at the municipal level.
Description:	These activities are additional actions the City will take to ensure standardized services and requirements are established for the multifamily sector, as well as assurances that the optimal suite of multifamily services provided by the City continues to be provided over the duration of the planning period.
Initial Difficulty:	Moderate to High
Waste Types Targeted:	All
Impact:	Moderate to High
Priorities:	Work toward increasing multifamily resident satisfaction for all MSW collection services provided by the City to multifamily properties.
Timeline:	Achieve by measuring on an ongoing basis.
Measuring Progress/KPI:	Progress will be measured through future Citizen Surveys and other survey tools as well as periodic MSW characterization audits and program participation studies.

Strategy 4: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Two to three years prior to the end of the City's current MSW services contract term and each subsequent term, the City should begin to review the terms of the contract and evaluate whether any contractual changes are necessary. This tactic applies to all sectors addressed in this CSWMP and is described in further detail in Section 12.0, City- wide Strategies.	Staff time, potential consultant costs	ESD, MSW contractor	High	
After standard container types and colors are determined for City-wide implementation (refer to Section 12.0, City-wide Strategies for detailed description), replace multifamily containers, if needed, to be consistent with the standardized container system that is to be developed for implementation across all sectors. During the next contract renewal, re-negotiation or procurement process, include request for costs and transition timeline.	Staff time, potential cost of replacement carts is to be evaluated further	ESD, MSW contractor	High	

Strategy 4: Near-term, Years 1-5				
Develop simple, standardized, graphics-based guidance to provide to multifamily property owners and managers to distribute to their residents. This will be particularly important to communicate program or service changes. Evaluate the cost of affixing "what material goes where" signage to residential carts. Refer to Section 12.0, City-wide Strategies for detailed description.	Staff time, material costs are to be evaluated	ESD, MSW contractor	Medium	
Collaborate with the Planning Department to develop standards for MSW infrastructure requirements for construction of new multifamily properties or structures being redesigned. Incorporate these standards into building permit requirements. At a minimum, require allocation of space for adequate landfill trash and recycling containers, based on minimum capacity standards established under Strategy 1.	Staff time	ESD, Planning Department	High	
Procure master contract for multifamily valet MSW services under which any multifamily property in the City could individually contract with the selected company based on the terms of the agreement procured by the City. The intent of such an agreement is to provide more cost-effective service options, thereby encouraging multifamily properties to provide convenient recycling access.	Staff time	ESD, Purchasing Department	Medium	
In future Citizen Surveys and with other appropriate survey tools conducted by the City, request multifamily resident and property owner feedback regarding satisfaction with MSW services and levels of education provided by the City.	Staff time	ESD	High	

Strategy 4: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Evaluate types of services provided to the multifamily sector on an ongoing basis as a key part of ongoing contract evaluations. Refer to Section 12.0, City-wide Strategies for detailed description. Evaluate whether current services continue to meet the needs of customers or whether different or additional services should be procured.	Staff time, potential consultant costs	ESD, MSW contractor	High

Strategy 4: Long-term, Years 11-20					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Evaluate types of services provided to the multifamily sector on an ongoing basis as a key part of ongoing contract evaluations. Refer to Section 12.0 City-wide Strategies for detailed description. Evaluate whether current services continue to meet the needs of customers or whether different or additional services should be procured.	Staff time, potential consultant costs	ESD, MSW contractor	High		

## 7.0 COMMERCIAL AND INSTITUTIONAL

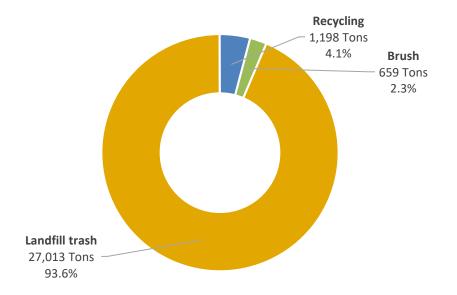
### 7.1 Commercial and Institutional Overview

The commercial and institutional sector consists of non-residential customers, including commercial and businesses and non-City institutional facilities, including schools. City facilities are addressed in Section 10.0 Municipal Operations and Policies. The City's contractor provides exclusive MSW services to all commercial and institutional customers within the City limits while customers in the ETJ are serviced via an open market system. This section is focused on commercial and institutional customers within the City limits. It presents an overview of the current MSW services provided for the commercial sector, sector-specific priorities, and an evaluation of potential strategies for achieving them. The Downtown area is a unique subset of the commercial sector, requiring additional considerations and planning and is addressed in Section 8.0.

## 7.1.1 Current System

**MSW services.** For purposes of the CSWMP, the commercial sector includes businesses and institutions located within the City limits. The City's contractor currently serves approximately 1,000 MSW commercial customer accounts, though in some instances multiple entities may be serviced by a single account. The City's contractor provides landfill trash and recycling collection services to the majority of commercial customers with front load dumpsters. Yard trimmings and brush collection is not provided to commercial customers. A smaller number of commercial customers, concentrated in the Downtown area, receive services via commercial carts. Customers select the number of containers, size of containers, and the service frequency up to seven times per week that meets the needs of their operations. The commercial rate structure is based on collection container capacity and service frequency.

**Recycling insight.** The commercial sector generates approximately 44.2 percent of the City's total MSW. In FY 2017, approximately 29,000 tons of material were generated by commercial customers. Figure 7-1 presents the City's tonnage and percentage of commercial MSW by type.



#### Figure 7-1: Commercial MSW Overview<sup>1</sup>

<sup>1</sup> Commercial tons of landfill trash and recycling primarily consist of material collected via commercial collection services and dropped off at the transfer station. Tons of brush consist material dropped off at the transfer station. Brush collection is not provided to commercial customers.

The City began providing commercial recycling collection services in 2017. While recycling services are available to all commercial sector customers, a relatively small percentage of customers subscribe to the service. Based on the material collected through City services, the current commercial recycling rate is about 6.4 percent (including single stream recyclables and yard trimmings), lower than the current 20.3 percent residential recycling rate. Based on the typical MSW type distributions in Texas discussed in Section 3.0, this indicates that there is significant MSW that is currently being disposed in landfill trash that could be recovered and diverted from the landfill. Having a lower recycling rate for commercial MSW, as compared to residential, is common for many cities. However, it should be noted that this recycling rate does not account for any recycling or diversion activities that commercial and institutional entities may participate in independently of City services. For example, these numbers exclude efforts by a "big box" store that bales and recycles cardboard.

**Organics collection.** Organics (yard trimmings and brush) collection is not currently provided to commercial customers under the City's current MSW services contract. However, the City's contractor does have the capability to provide separate organics collection service. A small number of the City's commercial and institutional MSW customers contract separately (directly with the service provider) to receive organics collection service.

**Roll-off services.** The City's contractor exclusively provides the option for collection services via permanent 40-cubic yard roll-off containers for commercial customers regularly generating large amounts of material. Customers may also rent temporary roll-off containers; however, temporary service is open-market as it is not included under the City's MSW services contract. Customers contract directly with the hauler of their choice for temporary roll-off service.

**Site Assessment program.** The City's Site Assessment program is a technical assistance program offered by the Environmental Services Department to all commercial and institutional MSW customers within the City. A Site Assessment audit analyzes the types and amounts of MSW a customer produces and makes recommendations for MSW reduction and diversion of materials that are landfilled but could be diverted and proposes optimal container size and collection frequency for the customer's MSW services.

## 7.1.2 Comparison to Benchmark Cities

This section provides an overview of landfill trash and recyclables collection services provided for the commercial and institutional sector for the benchmark cities identified by the City, which include Cedar Park, Frisco, Kyle, New Braunfels, Richardson, and Round Rock.

Most services provided to the commercial and institutional sectors for benchmark cities are provided by private haulers. This includes a combination of exclusive service contracts and open franchise systems. New Braunfels provides all commercial services with city crews. Richardson provides landfill trash collection with city crews and recycling services are provided through an open market system.

Table 7-1 provides a comparison of commercial landfill trash collection and disposal rates, and the system each benchmark city uses to provide commercial landfill trash and recycling collection services. A detailed matrix providing further details regarding each benchmark city's current services is provided in Appendix B.

Comparison of current commercial landfill trash service rates, on the basis of monthly cost per cubic yard of collection capacity, shows that the City has a higher rate than benchmark cities at \$4.40 per cubic yard compared to an average of \$3.66 per cubic yard. There may be multiple factors impacting the City's relatively higher rate, such as collection efficiencies, distance to disposal facilities and the cost of disposal.

Benchmark	Service	Service ProviderLandfill TrasLandfill TrashRecyclablesMonthly Ra	
City	Landfill Trash		
Georgetown <sup>2</sup>	Private – Exclusive franchise	Private – Exclusive franchise	\$4.40
Cedar Park	Private – Open franchise	Private – Open franchise	Varies by hauler
Frisco	Private – Exclusive franchise	Private – Open franchise	\$3.41
Kyle	Private – Exclusive franchise	Private – Open franchise	\$3.87
New Braunfels	City	City	\$2.72
Richardson	City	Private – Open franchise	\$3.91
<b>Round Rock</b>	Private – Open franchise	Private – Open franchise	Varies by hauler

Table 7-1: Comparison of Commercial Services Provision

<sup>1</sup> Rates include cost of collection and cost of disposal and are based on average monthly rate per cubic yard for six and eight cubic yard front load dumpsters.

<sup>2</sup> Landfill trash and recycling collection is provided exclusively by the City's contractor for commercial and institutional customers within the City limits (Tier I customers). For out-of-City customers, services are provided via an open market system.

# 7.1.3 Key Partnerships

The City is home to a number of large institutions that are interested in partnering with the City on various MSW management initiatives and activities. These institutions are integral parts of the community and partnerships with them would help to achieve the City's priorities and would also help to elevate the City's sustainability vision among residents and businesses, further cultivating the environmentally responsible culture that is becoming central to the City's identity.

During the development of the CSWMP, the City conducted extensive outreach to these potential key partners who would be willing to collaborate with the City to develop MSW management programs, policies, or initiatives. The City would welcome collaboration with additional partners and values its role in supporting its institutions and businesses in practicing responsible MSW management.

**Georgetown Independent School District.** Georgetown Independent School District (GISD) is a City MSW services customer. In addition to having landfill trash and recyclables collection at all campuses, the district also provides separate organics collection (food scraps) at all elementary school campuses and plans to expand organics collection to all secondary campuses in the near future. Because organics collection is not included in the City's current contract, GISD contracts directly with the City's MSW



service contractor for organics collection. Sustainability and environmental responsibility are key values for the district and are regular considerations in a wide range of its operating plans and decisions, while continuing to operate cost-effectively. GISD would be a willing partner in ongoing collaboration with the City to identify mutually beneficial strategies for enhancing MSW services, including increased recycling and diversion. These strategies could include but not be limited to participating in the Site Assessment program, additional technical support (such as designing kitchen and cafeteria layouts), MSW characterization audits, staff and student trainings and education, identifying or developing viable food donation programs, and shared green purchasing contracts.

**Southwestern University.** Southwestern University is also a City MSW services customer. The University, and its student body in particular, are highly focused on exploring ways in which it can increase its sustainability-related practices and activities. Many of the existing initiatives on campus are student-driven and the

University is actively seeking ways to be an engaged partner and would welcome collaboration with the City in improving MSW management activities. Some of the current programs and activities the University and its student body have in place are an established Green Fund to which students contribute to fund sustainability initiatives, a sustainability-focused student organization, on-site reuse of mulched leaves and brush, dog-waste collection stations, and permanent Goodwill donation collections stations on campus. The University would be a willing partner in exploring potential strategies similar to GISD.

**Williamson County.** Williamson County owns and holds the permit issued by the TCEQ for the Williamson County Landfill located in Hutto, Texas. The County contracts for operation and development of the landfill. County residents can drop off recyclables and landfill trash for a fee and drop off Christmas trees to be recycled for free. The County also operates a permanent HHW collection facility and

holds HHW collection events twice per year, at no cost to County residents. Based on discussions with the County, the County is open to collaboration with the City to identify ways in which the City and County could partner to provide convenient and affordable MSW services and support to residents. These may include items such as an interlocal agreement to share MSW educational resources, co-funding events for residents of both entities (e.g., a paper shredding event), and shared purchasing contracts to procure more favorable pricing.

# 7.1.4 Current System Findings

**Recycling rates and participation.** The City's commercial recycling service is a relatively new service that began in 2017. Based on the distribution of materials collected through City MSW services, the current commercial and institutional recycling rate is relatively low. Participation (percentage of





commercial customers that have recycling service) is also relatively low. These low rates are due in part to the recent implementation of recycling service. This presents an opportunity for the City to promote the service and significantly increase recycling participation rates among its commercial customers.

**Standard MSW services.** The City presently contracts for MSW services to commercial and institutional customers within City limits and has a long-standing, positive working relationship with its contractor. With the recent addition of commercial recycling services, the City's core services (landfill trash and recycling collection provided via dumpsters and carts) provided to this sector are typical of core services provided in most similarly-sized cities in Texas.

Leadership among commercial and institutional customers. Based on stakeholder engagement and discussions with City staff, many entities within the City already have strong interest in increasing their sustainability efforts, including interest in activities that align with the City's priorities for recycling and waste diversion. While some are actively pursuing these priorities on their own, many are looking to the City as a leader in responsible MSW management.

**Key partnerships.** The City has the opportunity to create strong partnerships in MSW management with several large entities. While these key partners are large MSW generators and could have an impact on the City's overall recycling and diversion rates, the benefit of their visibility in the community could be just as, if not more, significant in shaping the City's larger MSW management culture.

# 7.2 Sector Priorities and Future Outlook

The City values fiscally responsible environmental stewardship and has taken various steps to position itself as a leader, including becoming the first City in Texas to use 100 percent renewable energy. Continuing to advance this mission through financially sound practices across all areas of municipal operations, including MSW management, will sustain the City's visibility as a leader and attract high-quality growth from like-minded businesses, large and small, and support the City's economic growth.

Cultivating healthy commercial growth is a top priority for the City. The City has been very intentional in the growth of its commercial sector. As discussed in Section 3.2.1, Employment Projections, the number of people employed within the City is projected to nearly double from 27,200 to 52,200 over the planning period through 2040. It is critical that the City develop a culture of both environmentally and financially responsible MSW management and build systems that will be able to grow and evolve as demands from the commercial and institutional sector increase.

The priorities and strategies presented in Section 7.3 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for the commercial and institutional sector is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

The strategies and actions developed for the commercial and institutional sector are designed to implement services and programs to shift MSW management behaviors towards methods other than traditional landfill disposal. In the near-term these efforts for the commercial and institutional sector are focused on increasing recycling program participation. Commercial recycling was begun recently, and some customers may not be aware it is available or how to best participate. Over time, the City will evaluate how best to provide organics diversion programs to the sector as well to maximize landfill diversion. The City plans provide technical support and education to customers to encourage increased MSW diversion.

Guiding Principle 2: Services must be convenient for customers and price-competitive.

The evaluation of any potential new services or changes to existing services will include a cost of service analysis to ensure that changes do result in overly burdensome costs to commercial and institutional customers or the City. The City has already begun to increase convenience by implementing a recycling collection program for commercial and institutional customers and plans to continuously evaluate the MSW management needs of the sector as the City continues to grow.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

Strategies focused specifically on enhancing aesthetics and services for Downtown are presented in Section 8.0.

# 7.3 Strategies and Implementation Plan

The tables below present the priorities and strategies developed for the commercial and institutional sector. In addition to these sector-specific priorities and strategies, there are various strategies the City plans to employ which are applicable to multiple sectors addressed within the CSWMP. The City-wide strategies further addressed in Section 12.0 that are applicable to the commercial and institutional sector include:

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline establishment
- Standardized MSW collection containers and signage
- MSW infrastructure planning

STRATEGY 1:	Increase recycling participation and recycling rates among commercial and institutional customers.
Description:	The commercial and institutional sector generates approximately 27,000 tons (44.2 percent) of the City's total MSW, but only 6.4 percent of that material is recycled. Based on typical state-level MSW characterization, much of the landfilled material could be recycled or diverted instead. With the recent inception of the City's commercial recycling service and the strategies presented below, the City may be able to significantly increase recycling and diversion rates for the commercial and institutional sector.
Initial Difficulty:	Moderate to High
Waste Types Targeted:	Single-stream recyclables,
Impact:	High to Very High
Priority:	Establish baseline data for current commercial and institutional recycling and diversion rates. Based on current diversion rates, develop specific recycling goals for the sector and work to increase recycling according to the goal metric(s).
Timeline:	Establish baseline by 2020. Develop goals by 2025.
Measuring Progress/KPI:	Progress will be measured by conducting future MSW characterization audits and participation studies and comparing results to baseline data.

Strategy 1: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Conduct an MSW characterization audit to gain a better understanding of the composition of the commercial and industrial MSW stream to allow for detailed analyses and to provide a baseline against which to measure future progress for increases in waste diversion. Refer to Section 12.0, City-wide Strategies for further details.	Staff time, potential consultant costs	ESD, MSW contractor	High	
Develop a KPI/PMP to establish a baseline and track commercial and institutional recycling participation and participation in other diversion activities.	Staff time	ESD, MSW contractor	High	
Based on baseline waste characterization and diversion data, develop measurable goals for increasing recycling. Goals may potentially be based on participation rates, percentage of material recycled, or tonnage of material recycled.	Staff time	ESD	High	
Research, develop, and recommend policies and ordinances that incentivize or compel commercial and institutional customers to implement recycling, organic and/or other diversion activities.	Staff time	ESD, City Council	High	
Provide individualized professional level consulting and technical support to businesses and institutions to help them establish or improve recycling and diversion practices, reduce waste, and better manage materials, including continuation of the Site Assessment program. Develop a manageable format to offer these services in a way that does not overly burden City Staff.	Staff time, potential consultant costs	ESD, customers	Medium	
Utilizing the KPI/PMP and data tracking methods developed as well as self-reported results, develop annual report presenting participation and results from customers that participate in consulting and technical support services. To the extent possible, this will be compared with non-participating customers to better understand the impact of these services.	Staff time	ESD	Medium	

Strategy 1: Near-term, Years 1-5			
Develop a robust, targeted education and outreach campaign to educate customers about the City's recycling collection service and ways in which the Site Assessment may support recycling participation. This is especially important in increasing participation rates because the commercial recycling program is still relatively young. Customers may not be aware or familiar with the program yet.	Staff time	ESD, Communications	High
Refer also to Strategy 3. Many of the activities and tactics that will develop the City's leadership in MSW management among commercial and institutional customers will also help to provide education and support to these customers with the intent of increasing recycling participation.	Refer to Strategy 3	Refer to Strategy 3	Refer to Strategy 3

Strategy 1: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to evaluate recycling participation against established baseline using developed KPI/PMP. Make recommendations for service adjustments or additional policies and ordinances based on measured progress.	Staff time	ESD, MSW contractor	High
Conduct a waste characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	Medium
Continue education and outreach activities regarding the City's recycling priorities and goals and proper participation, with an emphasis on targeting new entities.	Staff time, little to no associated additional costs	ESD, Communications	High

Strategy 1: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to evaluate recycling participation against established baseline using developed KPI/PMP. Make recommendations for service adjustments or additional policies and ordinances based on measured progress.	Staff time	ESD, MSW contractor	High
Conduct a waste characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	Medium
Continue education and outreach activities regarding the City's recycling priorities and goals and proper participation, with an emphasis on targeting new entities.	Staff time, little to no associated additional costs	ESD, Communications	High

STRATEGY 2:	Provide avenue(s) for commercial and institutional customers to divert organic material from landfill disposal. Increase organics diversion among commercial and institutional customers.
Description:	Currently, commercial and institutional customers do not have any City-provided or City-supported options for diverting organic material from the landfill. The level of organic material produced by these customers will vary significantly based on the type of business or institution. As organics collection potentially becomes more feasible for the City from a processing perspective (three-stream transfer station and/ or local organics processing facilities) the City will continue to explore options for providing organics diversion opportunities to the commercial and industrial sector.
Initial Difficulty:	High
Waste Types Targeted:	Organics including food scraps
Impact:	High
Priority:	Establish baseline data for current commercial and institutional diversion rates (refer to Strategy 1). Based on current diversion rates, develop specific organics diversion goals for the sector and work to increase organics diversion according to the goal metric(s).
Timeline:	Establish baseline by 2020. Develop goals by 2025.

STRATEGY 2:	Provide avenue(s) for commercial and institutional customers to divert organic material from landfill disposal. Increase organics diversion among commercial and institutional customers.	
Measuring Progress/KPI:	Progress will be measured by conducting future MSW characterization audits and participation studies and comparing results to baseline data.	

Strategy 2: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Monitor market conditions including local organics processing options and commercial and institutional demand for organics collection including food waste. These should be used as factors in determining if, when, and how provision of food scraps collection may be financially feasible for the City.	Staff time, potential consultant costs	ESD	Medium
Develop options for a public drop-off location for commercially- generated organic material to be processed via composting or a dehydrator and provide recommendations. Development and evaluation of options will include a cost and benefit analysis, potential locations, rate proposals, security plan, and participation approval criteria for businesses and institutions.	Staff time, potential contractor costs, potential site operations cost	ESD, contractor, customers	Medium
In all MSW outreach and supportive and interactions with commercial and institutional customers, emphasize the waste management hierarchy and educate customers regarding the potential of organics materials to be diverted from landfills. Educating customers even before organics diversion options are provided by the City will help generate support within the community and develop the local organics market and supply.	Staff time	ESD	High

Strategy 2: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for any approved new or expanded programs implemented in Years 1-5. Make recommendations for each program's continuation, adaption, or removal.	Staff time, any additional costs to be determined upon review	ESD	High
Continue to assess market and technology developments for innovative organics diversion programs and make recommendations for new or additional programs as appropriate.	Staff time, any additional costs to be determined upon market assessments	ESD	High

Strategy 2: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for any approved new or expanded programs implemented in Years 6-10. Make recommendations for each program's continuation, adaption, or removal.	Staff time, any additional costs to be determined upon review	ESD	High
Continue to assess market and technology developments for innovative organics diversion programs and make recommendations for new or additional programs as appropriate.	Staff time, any additional costs to be determined upon market assessments	ESD	High

STRATEGY 3:	Solidify City as leader for innovative and cost effective MSW management. Increase collaboration with key partners and supportive opportunities for all commercial customers.
Description:	There are many businesses and institutions in the City actively pursuing environmental sustainability, including MSW landfill diversion. Many more are aware of and interested in these ideas and are looking to the City as a leader in responsible MSW management. The City values its role in supporting its institutions and businesses in providing opportunities and the proper education to participate in programs, as well as develop internal best practices.
Initial Difficulty:	Moderate
Waste Types Targeted:	All

STRATEGY 3:	Solidify City as leader for innovative and cost effective MSW management. Increase collaboration with key partners and supportive opportunities for all commercial customers.
Impact:	Moderate to High
Priority:	Provide support to commercial and institutional customers to support them in increasing their participation in recycling activities.
Timeline	Achieve by measuring on an ongoing basis.
Measuring Progress/KPI:	Progress will be measured through future surveys of commercial an institutional customers, opportunistic interviews, MSW characterization audits, and program participation studies.

Strategy 3: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Prioritize key partnerships with large businesses and institutions that have shown strong interest in partnering with the City in MSW management efforts, particularly those efforts that maximize recycling and diversion and have the potential to create mutual financial benefit for both the City and the partnering entity. Prioritize ongoing collaboration including contracting partnerships, technical assistance and facility design, education and training programs, and individualized collaborative events. Successful partnership activities and collaboration event notices should be included in community publications.	Staff time	ESD, third party vendors, key partners	High	
Collaborate with Southwestern University's ongoing efforts to hold on-campus student move-in and move-out recycling and waste diversion events and/or collection stations.	Staff time, minimal material costs	ESD, key partners, community partners	High	
Develop proposals for additional individual collaborative events or activities with each key partner. Evaluate costs, benefits and implementation plan with partners and make recommendations for adoption.	Staff time	ESD	Medium	
Develop a professional certification program to train individuals from City businesses and institutions regarding City requirements and implementation of internal best practices for reduction and recycling. These individuals then, in their professional positions, educate their colleagues and implement practices within their organizations. Develop program topics, format, testing, and certification process.	Staff time, minimal material costs	ESD, customer leadership	High	
Targeted individuals will include but not be limited to those whose responsibilities include food handling, those with a commercial driver's license (CDL), etc.				

Strategy 3: Near-term, Years 1-5			
Develop a program to recognize and promote businesses and institutions that voluntarily adopt practices that support recycling, diversion, and/or waste reduction, including green purchasing practices. The program will include but not be limited to recognition of one business per month, a package of awards to publicly recognize selected businesses, and mode by which residents may nominate businesses for recognition.	Staff time, minimal material costs	ESD, Communications Department	Low
Develop criteria for recognition and award eligibility. If needed, recruit a committee or peers and/or residents to review applicants and nominees and select which organizations will be recognized each year.	Staff time	ESD, independent review committee	Low
Develop digital technical resources for commercial businesses by type (e.g., restaurant, automotive, retail, etc.). Resources will be easily accessible and easy to use at any time and should not require individualized consultation or guidance.	Staff time	ESD	High
Examples of resources to be developed include: - Waste tracking software - Online business-to-business materials swap - Material assessment with auto-generated diversion suggestions	Staff time	ESD	High
Develop additional technical resource alternatives proposals, conduct cost and benefit analyses for each, and make recommendations for implementation.	Staff time	ESD	Medium
Develop a best MSW management practices guide for businesses and institutions. The guide will include day-to-day practices as well as broad approaches and will be published online and easily accessible to all customers.	Staff time	ESD, Communications Department	High
Topics to address include but are not limited to standard green purchasing policies, inclusion of recycling or diversion terms in third-party contracts (e.g., construction, landscaping), internal waste reduction and diversion plans, provision of training and education for employees, standardized containers, and internal or business-to-business reuse exchanges.	Staff time	ESD, Communications Department	High

Strategy 3: Near-term, Years 1-5			
Allow and encourage commercial and institutional customers to participate in cooperative purchasing (or "piggybacking") with the City to facilitate green purchasing. As the City further develops its internal green purchasing policies and procures contracts, allowing customers to utilize any contracts the City has in place will help to make green purchasing more financially viable for both the City and customers.	Staff time	ESD, third party vendors, customers	High
Launch or partner in regional coalitions with commercial businesses, non-profits, recyclers, haulers, and other stakeholders to discuss and support each other with education and insight about recycling and diversion processes and programs. Determine if a regional coalition exists. If so, the City will request to participate. If not, the City will compile a list of entities and invite them to participate in regional discussions.	Staff time	ESD, local organizations, customers	Low
Conduct annual program reviews for each program or service, highlighting successes and challenges and make recommendations for continuation, expansion, or removal.	Staff time	ESD	High

Strategy 3: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for each approved new or expanded programs implemented in Years 1-5. Make recommendations for each program's continuation, adaption, or removal.	Staff time	ESD	High

Strategy 3: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a performance analysis for each approved new or expanded programs implemented in Years 6-10. Make recommendations for each program's continuation, adaption, or removal.	Staff time	ESD	High

STRATEGY 4:	Conduct additional evaluations and develop additional standardized practices for the commercial and institutional sector at the municipal level.	
Description:	These activities are additional actions the City will take to ensure standardized services and requirements are established for the commercial and institutional sector, as well as assurances that the optimal suite of commercial and institutional services provided by the City continues to be provided over the duration of the planning period.	
Initial Difficulty:	Moderate to High	
Waste Types Targeted:	All	
Impact:	Moderate to High	
Priorities:	Standardize services and support programs for all commercial and institutional customers across the City.	
Timeline:	Achieve by 2025 and on an ongoing basis.	
Measuring Progress/KPI:	Progress will be measured through future surveys of commercial and institutional customers, opportunistic interviews, MSW characterization audits, and program participation studies.	

Strategy 4: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
After standard container types and colors are determined for City-wide implementation (refer to Section 12.0, City-wide Strategies for detailed description), replace commercial containers, if needed, to be consistent with the standardized container system that is to be developed for implementation across all sectors. During the next contract renewal, re-negotiation or procurement process, include request for costs and transition timeline.	Staff time, potential cost of replacement containers is to be evaluated further	ESD, MSW contractor	High	

Strategy 4: Near-term, Years 1-5			
Collaborate with the Planning Department to develop standards for MSW infrastructure requirements for construction of new commercial and institutional properties or structures being redesigned. Incorporate these standards into building permit requirements. At a minimum, require allocation of space for adequate landfill trash and recycling containers.	Staff time	ESD, Planning Department	High
Establish regular lines of communication and information distribution for commercial and institutional customers. Regular topics should include MSW goals established by the City and updates on progress, complete and accurate information regarding new services and programs, gathering feedback from customers on what works well and what needs improvement, and monitoring of customer needs for additional service or support.	Staff time	ESD, Communications Department	Medium
Conduct periodic surveys of commercial and institutional customers to gauge their satisfaction with services and programs and to assist in identifying any concerns or challenges. During any one-on one educational or technical support activities, engage customers in discussions about service and program satisfaction.	Staff time	ESD	Medium

Strategy 4: Mid-term, Years 6-10				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Evaluate types of services provided to the commercial and institutional sector on an ongoing basis as a key part of ongoing contract evaluations. Refer to Section 12.0, City-wide Strategies for detailed description. Evaluate whether current services continue to meet the needs of customers or whether different or additional services should be procured.	Staff time, potential consultant costs	ESD, MSW contractor	High	

Strategy 4: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Evaluate types of services provided to the commercial and institutional sector on an ongoing basis as a key part of ongoing contract evaluations. Refer to Section 12.0, City-wide Strategies for detailed description. Evaluate whether current services continue to meet the needs of customers or whether different or additional services should be procured.	Staff time, potential consultant costs	ESD, MSW contractor	High	

## 8.0 DOWNTOWN

#### 8.1 Downtown Overview

The City's Downtown is central to its identity. Preserving historic assets and the small-town character of the Downtown area, while also improving the quality, efficiency, and aesthetics of MSW management services is of critical importance in maintaining the City's vision for the future of Downtown and the City's economic growth. This section focuses on the nine-block area of the Historic Overlay district, centered on the historic Williamson County Courthouse, encompassing the core of the City's cultural, dining, and entertainment activities. For purposes of the CSWMP, this nine-block core area is referred to as Downtown from this point forward. Downtown is highlighted separately from the larger commercial sector discussed in Section 7.0 because of the unique MSW management planning considerations and challenges the area faces.

This section addresses MSW services for commercial entities within Downtown. MSW generation by the public in Downtown is addressed in Section 9.0.



Figure 8-1: Nine-Block Downtown Core Area

#### 8.1.1 Current System

**MSW services.** As of November 2018, there are 93 businesses within the Downtown area that receive MSW services, including landfill trash and recyclables collection, from the City's contractor through a combination of carts and dumpsters. While Downtown customers have the same service options as commercial customers elsewhere in the City, the proportion of customers with cart service is higher due primarily to limited space for dumpsters. Some businesses utilize shared dumpsters due to space constraints.

**Collection container configuration.** Some of the businesses in Downtown utilize alleys for dumpster and cart collection, but not all businesses have back-door alley access. Many of the businesses that use carts for landfill trash and recyclables store the carts in public rights of way due to a lack of alternative storage locations. This creates additional challenges for public-use areas, including impeded accessibility for walkways and unsightly aesthetics.

Businesses that do have back-door alley access face their own set of challenges. Typically, a business that abuts an alley and has back-door access also owns a portion of that alley, but property lines are not uniform and a business's property may not be large enough to accommodate a dumpster, or they may have to cross property lines in order to access dumpsters. Operation of this system is highly dependent on shared space and collaboration, which is not a dependable, long-term solution.

**Organics management.** Consistent with current services in other sectors throughout the City, separate organics collection including food scraps is not provided in Downtown. There is high concentration of restaurant establishments, which are large generators of food scraps and other materials (such as napkins and paper dinnerware) with the potential to be composted and diverted from landfill disposal.

**Recycling participation.** There are three shared recycling dumpsters within the core nine-block Downtown area, for which service is paid by each business that uses the dumpsters. Additional customers receive recycling service via carts, where space allows. During the focus groups, many Downtown customers expressed a strong interest in recycling participation. Many customers already participate; however, the limited availability of space for recycling containers leads some businesses that would otherwise be motivated to recycle to forego recycling service, instead disposing of recyclables with landfill trash.

## 8.1.2 Stakeholder Engagement Overview

The ESD and Burns & McDonnell conducted stakeholder engagement throughout the Downtown CSWMP development process. A total of four public meetings were held in which businesses and

property owners had opportunities to share their input regarding the current system, challenges faced, and potential service options.

- Downtown Focus Groups. Downtown businesses and property owners were invited to attend two focus group sessions held on March 21, 2018 (morning and afternoon) with City staff and Burns & McDonnell. The objective was to develop a thorough understanding of the current system, challenges faced by customers and the City, and gather input regarding potential alternative MSW collection system configurations the City could choose to develop in the future to best serve Downtown. Section 8.1.3, Current System Findings, incorporates stakeholder feedback from these focus groups.
- **Downtown Workshops.** After potential Downtown collection system options were developed (refer to Section 8.3), Downtown businesses and property owners were invited to participate in two public workshops held on October 30 and November 5, 2018. The City presented four collection system options and gathered feedback from stakeholders in the forms of discussion, a short written survey, comment cards, and voting boards (ranking options in order of preference). A summary of stakeholder feedback from these workshops is presented in Section 8.3.3.

# 8.1.3 Current System Findings

**Limited space.** The primary factor contributing to multiple challenges in provision of MSW services in Downtown is the extremely limited space for collection containers and collection vehicle access. This issue will only become more challenging as Downtown growth continues and it is therefore critical that the City develop an effective solution in the near-term.

**Real estate ownership.** The City owns very little real estate in Downtown. Some shared dumpsters are currently on private property and the continued use of these dumpsters and properties cannot be guaranteed. To establish permanent, guaranteed future availability of space, the City would need to designate City-owned property within the Downtown area for MSW collection containers, infrastructure, and operations. However, the availability of such space is limited. If the use of MSW collection containers is continued in the Downtown area, the City should identify permanent space for these needs, and then optimize the use of that space.

Aesthetics. The sight of visible or overflowing containers and the smell from containers in proximity to public spaces is a deterrent to potential patrons and does not maintain the aesthetics and atmosphere the City works to preserve in Downtown. Overflowing containers also lead to litter being windblown and scattered. Maintaining a clean, welcoming Downtown promotes economic growth of the City.

**Public health.** In addition to being unsightly, overflowing containers and scattered litter pose public health risks, attracting rodents and other pests.

**Illegal dumping.** Within the current MSW collection system in Downtown, containers (carts and dumpsters) and alleyways are relatively easily accessible to businesses or individuals that do not pay for landfill trash or recycling services. This leads to illegal placement of material into containers and illegal dumping of materials in the alleyways. Due to the structure of the current system, it is difficult to know where material was generated (within Downtown or elsewhere) and who places it there illegally. Accountability and enforcement of rules is difficult under the current system.

**Rate equity.** Due to shared containers and past agreements, current MSW customer rates in Downtown are inequitable and irregular among Downtown commercial customers. Based on current commercial rates, some businesses pay too much and some pay too little for the service capacity they receive. For any Downtown MSW collection system the City chooses to implement moving forward, an equitable rate structure should be developed.

**Organics.** Downtown hosts many restaurants and food-oriented businesses that generate food scraps at higher rates than the overall commercial sector. This presents an opportunity for the City to increase waste diversion rates through separate organics collection in Downtown if a feasible and financially viable option for service were to be identified or developed in the future.

**Recycling rates and opportunities.** Based on discussions with the City and its contractor, the recycling rate among Downtown commercial customers is significantly higher than the City's overall commercial sector recycling rate; however, data for specific rates and quantities is not available. Many Downtown customers have a strong interest in recycling and support the City's sustainability goals but face challenges in recycling participation.

**Continued growth.** The City anticipates and promotes the continued growth of the Downtown area. As this growth occurs, the challenges of the current system will be intensified and transition to a new type of system will become more difficult to implement.

## 8.2 Sector Goals and Future Outlook

The City plans to continue the development and promotion of the Downtown area as a cultural center of community life in the City and expects that the density of businesses and multifamily properties as well as

the number of residents and visitors spending leisure time in the area will continue to increase. Because MSW services for Downtown customers are already constrained by availability of space, it is critical that the City develop an efficient system that will be able to accommodate anticipated future growth. While



this will require investment of resources in the near-term, it will help to avoid the need for more costly investments that would be required if the City were to postpone changes to the Downtown MSW management system until the area were built to maximum density.

The City's MSW management priorities for Downtown include the following:

- Develop near- and long-term solutions to the challenges currently facing customers and the City in Downtown
- Increase recycling and organics diversion rates for Downtown commercial customers
- Develop a more equitable MSW services rate structure
- Over time, develop a comprehensive, three-stream (landfill trash, recyclables, and organics including food scraps) MSW management system for the Downtown

The priorities and strategies presented in Section 8.4 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for Downtown is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

The strategies and actions developed for the Downtown sector are designed to implement services and programs to shift MSW management behaviors towards methods other than traditional landfill disposal. The City plans to implement a new downtown collection system (recommended system is the concierge collection system, Section 8.3), new programs, and provide technical support and education to customers to encourage increased MSW diversion. The City plans to continuously evaluate the MSW management needs of the Downtown area as it continues to change and grow.

Guiding Principle 2: Services must be convenient for customers and price-competitive.

Based on engagement with Downtown customers, it is clear that changes must be made to make MSW collection services more convenient for customers. This will help to improve customer satisfaction and to support the City's recycling and diversion goals.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

As described in Section 8.1.2, the Downtown area currently faces several challenges under the current MSW collection system. A thriving Downtown is a core component of the City's continued overall economic well-being and it is therefore important that the Downtown MSW systems functions in a way that helps continue to attract residents and visitors alike. The strategies developed for this section of the CSWMP are focused on optimizing services and aesthetics of the Downtown area.

## 8.3 Downtown Collection System Options

It is evident that the City must take action in the near-term to improve the MSW management system for Downtown and remedy existing challenges. Multiple challenges exist that are likely to become more pronounced and more difficult to resolve as growth continues. There is a need to beautify Downtown for improved public health, safety, aesthetics, and to promote commerce.

Through extensive engagement with City staff, Downtown customers, the City's MSW contractor, and the City's consultant, a set of potential Downtown MSW collection system options was developed. Each system option has unique benefits and challenges to development and implementation. The collection system options considered are identified below and further detailed descriptions of each option follow.

- Carts and shared dumpster collection (current system), with restructured customer rates
- Shared dumpsters
- Shared compactors
- Concierge service

**Carts and shared dumpsters (current system).** The City could choose to continue providing Downtown commercial MSW services with a combination of carts and shared dumpsters, as described in Section 8.1.1. Although this option would require no significant investment in the near-term, it is not a sustainable option given the anticipated continued growth of Downtown. The challenges and constraints

present currently would be intensified as growth continues and the City would likely only be deferring the need to invest in a new type of system. At a minimum, the City has identified the need to restructure service rates paid by Downtown customers to develop a more equitable, volume-based rate structure.





Shared dumpsters. The City may choose to transition away from cart service, to exclusive use of shared dumpsters for all MSW services. This includes removal of all carts and maximizing use of existing dumpsters, and potentially increasing the number of dumpsters located in Downtown. This option would help to

improve aesthetics of the area through removal of carts from alleys and public rights of way. While transition to a shared dumpster system may increase the total capacity for landfill trash and recycling collection in the short-term, the limited space available for dumpsters would make long-term capacity growth with this system or introduction of separate organics collection unfeasible. In the future, the City would again face the challenge of designing a new system to accommodate continued growth. Availability of space and City-owned property would continue to be a limiting factor with this option.

With a shared dumpster system, the City would also develop a volume-based rate structure, though the large shared capacities of this system may make an equitable rate structure more challenging. This system would require minimal capital investment by the City, with each front-load dumpster costing \$400-\$600 (ranging based on the size of the container).

Shared compactors. A shared compactor system is another type of shared container system but has some unique benefits and challenges from the shared dumpster system. A compactor is a large (typically 30-40 cubic yard capacity), stationary material collection container. It is different from a dumpster in that it has built-in material compaction capabilities, which allows for greater material collection and/or lower collection frequency. If the City were to implement a shared compactor system, two to three compactors would be required in and/or around Downtown. While shared compactors could increase total capacity and would allow for removal of carts and dumpsters (on sidewalks, parking spaces, and



parking lots), there are other challenges with this type of system.

Due to limited City-owned property, compactors would likely need to be placed further from businesses. This would require business employees to transport material off-site or up to several blocks to dispose of it, creating safety concerns (physical strain, walking extended distances in the dark, etc.). Similar to a shared dumpster system, developing an equitable rate structure for this type of system would be more challenging due to the shared nature of containers. Additionally, if a shared compactor system were implemented, limited public space would likely to continue to be a limiting factor as Downtown growth continues.

**Concierge service.** With a concierge service, Downtown customers would set out their landfill trash, recyclables, and organics at designated times and locations (front or back door of each establishment). Customers would set out all MSW, in separate bags by type, at collection locations and the City's contractor would manually collect each MSW stream. The contractor would collect material utilizing smaller, pick-up truck sized collection vehicles that could more easily maneuver in the Downtown area than traditional collection vehicles. The contractor would then haul material directly to the City's transfer station (located approximately one mile from Downtown) for appropriate transport and/or processing.

A concierge system would allow for removal of all commercial collection containers from alleys, sidewalks, parking space and other public rights of way, helping to improve aesthetics of the area. Individual businesses may choose to have on-site containers for short-term holding of bagged material

prior to collection. Removal of containers would eliminate the concern for container overflow and would reduce instances of illegal dumping by removing the most targeted areas (dumpster sites). A concierge service would have the flexibility to accommodate projected future growth in Downtown, which is a critical factor for any option the City implements.

The rate structure for a concierge system could be based on the level and frequency of service the business chooses to receive as well as the volume of material the business generates. For example, multiple service levels could be available to provide the appropriate levels of service to customers based on their business type. Some businesses, such as restaurants, may require service every day or multiple times per day, whereas an office may require service only once per week. Table 8-1 summarizes four potential service levels and presents examples of types and estimated number of business likely to require each service level.

Service Level	Description	Potential Collection Frequencies	Anticipated Business Types	Anticipated Number of Businesses
Level 1	Customers require frequent service, often multiple times per day. They typically have high material generation levels, including food scraps.	Seven days per week, multiple daily collections	Restaurants	12
Level 2	Customers require consistent, regular service usually once per day at closing time. They typically have some food scraps.	Seven days per week, one collection per day	Some restaurants, entertainment venues such as bars and saloons, coffee shops, and others having some food scraps	10
Level 3	Customers require standard service two to three times per week. They produce smaller amounts of waste and small amounts of food scraps.	Two days per week, one collection per day	Retail, government facilities, some entertainment venues with minimal food scraps	30
Level 4	Customers require infrequent service, once per week or less. They produce little waste and very little to no food scraps. Most waste is dry and often recyclable.	One day per week, one collection per day	Offices, museums, some retail	41

If a concierge service is implemented, the City would need to carefully consider the timing and frequency of set-out collections and work closely with its contractor to maintain attractive aesthetics of the Downtown area. Other cities with Downtown areas similar to Georgetown that utilize concierge services have noted challenges associated with materials set out by customers outside of allowable times or difficulty maintaining consistent collections, which can lead to an unattractive environment.

A concierge service would require close coordination between the City and Downtown commercial customers. The City would provide individualized transition and implementation support for customers, including assistance in determining the appropriate service level and configuration for material storage and collection locations. The City would also provide technical support to customers for ongoing services.

## 8.3.1 Summary and Comparison of Options

Table 8-2 provides a summary of the advantages and challenges of Downtown collection system options.

Option	Advantages	Challenges
Carts and shared dumpsters (current system)	<ul> <li>Current system</li> <li>Requires no capital investment</li> <li>Least expensive option</li> </ul>	<ul> <li>Does not address current operational, spatial, aesthetic, or public health challenges</li> <li>Unsustainable for continued growth</li> <li>Does not allow for three-stream system</li> <li>New rate design for same system could be contentious</li> </ul>
Shared dumpsters	<ul> <li>Removes carts on sidewalks, streets</li> <li>Allows for three-stream system in the future</li> </ul>	<ul> <li>Siting of additional required dumpsters is challenging (up to seven)</li> <li>No impact on container overflow, litter, and illegal dumping</li> <li>Unsustainable for continued growth</li> </ul>
Shared compactors	<ul> <li>Removes carts and dumpsters on sidewalks, streets, parking spaces</li> <li>Allows for three-stream system in the future</li> </ul>	<ul> <li>Siting of two to three compactors is challenging</li> <li>Minimal impact on container overflow, litter, and illegal dumping</li> <li>Customers must transport material offsite, up to several blocks (safety concerns)</li> </ul>
Concierge service	<ul> <li>Most viable option for future growth; prevents City from needing to overhaul Downtown system again in the future</li> <li>All containers removed; eliminates space and property ownership constraints</li> <li>Prevents illegal dumping and container overflow</li> <li>Convenient for customers</li> <li>Allows for three-stream system immediately</li> </ul>	<ul> <li>Requires close initial and ongoing coordination between customers, City, and contractor</li> <li>Most expensive option</li> </ul>

 Table 8-2:
 Downtown MSW Collection System Options Summary

# 8.3.2 Cost of Service and Rate Structure

Out of necessity, improvements to the current Downtown system will result in increases in the total cost of services provided for the area. Development of a new, equitable, volume-based rate structure for Downtown commercial customers will be required for any collection system option the City chooses. Table 8-3 provides estimates of the annual cost of service for each collection system option, which were developed based on discussions between the City and its contractor.

Option	Annual Cost of Service
Carts and shared dumpsters (current system)	Current: \$120,000 Future: \$150,000
Shared dumpsters	\$276,000
Shared compactors	\$274,000
Concierge service	\$300,000

 Table 8-3:
 Downtown MSW Collection System Options, Annual Cost of Service

## 8.3.3 Downtown Stakeholder Feedback: Collection System Options

During two public workshops held October 30 and November 5, 2018 (refer to Section 8.1.2), the City presented the four Downtown collection system options, along with annual cost of service, described in Section 8.3 to Downtown businesses and property owners, and gathered their feedback regarding preferences and concerns.

In general, continuation of the current system (carts and shared dumpsters) is the least preferred option by Downtown customers. Customers expressed a strong desire for improved aesthetics and cleanliness over the current system and current conditions. Most businesses that chose to attend the workshops indicated a preference for a concierge service, with the understanding that their service costs would likely increase. However, they also expressed concern about the impact that increased costs could have to their businesses.

## 8.4 Strategies and Implementation Plan

Based on the evaluation of four potential collection system option presented in Section 8.3, Burns & McDonnell recommends that the City implement a concierge system for the Downtown area. This option has the greatest potential for growth and flexibility as the area continues to grow and would alleviate many of the challenges faced under the current system (refer to Section 8.1.3). It would also allow the City to continue to make progress toward increased waste diversion by accommodating a three-stream

MSW collection system for Downtown businesses. The tables below present the priorities and additional strategies developed for the Downtown MSW management system.

In addition to Downtown-specific priorities and strategies, there are various strategies that the City plans to employ which are applicable to multiple sectors addressed within the CSWMP. The City-wide strategies further addressed in Section 12.0 that are be applicable to Downtown include:

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline establishment
- Standardized MSW collection containers and signage
- MSW infrastructure planning

As a subset of the commercial and institutional sector, the strategies developed for the commercial and institutional sector and presented in Section 7.3 should also be applied for the Downtown. Downtown customers should have access to the same resources and support as all other commercial customers as well as specialized resources due to their unique needs.

STRATEGY 1:	Develop near- and long-term solutions to the challenges currently facing the Downtown area.
Description:	As described in this section, the nine-block core Downtown area and commercial customers within the area face MSW management challenges under the current MSW collection system. The City will continue to evaluate Downtown collection system options (refer to Section 8.3) and select the most appropriate option, pending approval by City Council. Burns & McDonnell recommends that the City implement a concierge system for Downtown commercial customers.
Initial Difficulty:	High
Waste Types Targeted:	Landfill trash, single-stream recyclables, organics including food scraps
Impact:	Very High
Priorities:	Alleviate challenges related to space constraints, limited City-owned property, aesthetics, and rate equity for Downtown customers
Timeline:	Achieve by 2020
Measuring Progress/KPI:	Progress will be measured through an annual workshop and survey of Downtown customers.

Strategy 1: Immediate, Year 1						
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority			
Utilize Year 1 of the CSWMP to select a Downtown collection system (refer to Section 8.3), receive approval from City Council, and continue to plan for and design the selected option. Year 2 will begin implementation and operation of the selected system.	Staff time, potential consultant costs	ESD, City Council, MSW contractor	High			
Conduct a planning study to develop details for the selected Downtown collection system, including system operations, updated customer rate structure, and implementation plan.	Staff time, consultant costs	ESD, MSW contractor, Utility Billing Department	High			
Develop and evaluate equitable, volume-based rate structure options and system funding options, if needed, to offset potential customer monthly rate increases. Receive approval for implementation from City Council.	Staff time, potential consultant costs	ESD, City Council	High			

Strategy 1: Immediate, Year 1			
Initiate education and outreach to Downtown customers who will be impacted by collection system changes to provide implementation and ongoing technical support, as needed.	Staff time, potential consultant costs, minimal material costs	ESD	High

Strategy 1: Near-term, Years 2-5					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Begin new selected Downtown collection service.					
Continue to provide education and outreach to Downtown customers regarding new system operations and any adjustments to the system that are made after initial implementation.	Increased cost of service, staff time, minimal material	ESD, MSW contractor, Utility Billing Department	High		
Continue to provide technical service to Downtown customers during their transition to the new system. Individualized assistance should be provided to customers as needed.	costs				
Implement updated equitable, volume-based rate structure.					
For first three years of service, annually survey and hold a workshop for Downtown customers to gauge satisfaction and identify any challenges with the system. Make recommendations for system adjustments as needed.	Staff time, minimal material costs	ESD, customers	High		

Strategy 1: Mid-term, Years 6-10					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Review and report on the performance of the new implemented Downtown collection system. Make recommendations for continuation or changes to the system based on analysis of Years 1-5.	Staff time, any additional costs to be determined upon review	ESD	High		

Strategy 1: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Review and report on the performance of the new implemented Downtown collection system option. Make recommendations for continuation or changes based on the analysis of Years 6-10.	Staff time, any additional costs to be determined upon review	ESD	High	

STRATEGY 2:	Prevent recyclables and organics from being landfilled.
Description:	Preventing recyclables and organic material from being disposed with landfill trash supports the City's Guiding Principles for the CSWMP. The activities and tactics presented below support increased MSW diversion from landfills.
Initial Difficulty:	Moderate
Waste Types Targeted:	Recyclables, organics including food scraps
Impact:	High
Priorities:	Achieve a 100 percent participation rate for Downtown commercial customers in all recycling and organics collection services provided by the City.
Timeline:	Achieve by 2025
Measuring Progress/KPI:	Progress will be measured utilizing KPI/PMPs developed for participation in recycling and organics collection. To further measure progress, a waste characterization audit will be conducted to establish a baseline diversion rate for downtown against which subsequent waste characterizations will be compared.

Strategy 2: Near-term, Years 1-5					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Conduct a waste characterization audit to gain a better understanding of the composition of the material stream generated within Downtown allow for detailed analyses and to provide a baseline against which to measure future progress for increases in waste diversion. As part of this audit, gain a comprehensive understanding of what disposal and diversion activities are already being utilized.	Staff time, potential consultant costs	ESD, MSW contractor	High		
Establish diversion goals specific to Downtown based on baseline numbers.	Staff time	ESD	High		
Develop a KPI/PMP to track Downtown recycling and diversion participation, quantities, and destination facilities. Develop a report measuring tracked metrics against established baseline on an annual basis.	Staff time	ESD, MSW contractor	High		
Research, develop, and recommend policies and ordinances that incentivize or compel Downtown customers to participate in City- provided recycling and organics collection services.	Staff time	ESD, City Council	High		

Strategy 2: Mid-term, Years 6-10					
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority		
Develop report based on KPI/PMP of Years 1-5. Make recommendations for maintaining or developing new measurement metrics. Make recommendations for service adjustments or additional policies and ordinances based on measured progress.	Staff time	ESD, MSW contractor	Medium		
Conduct a waste characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	Medium		

Strategy 2: Mid-term, Years 6-10			
Plan for a three-stream collection system including landfill trash, recyclables, and organics including food waste. This should be addressed with the implementation of a new collection system for Downtown.	Staff time, MSW contractor, potential consultant costs	ESD, MSW contractor	High

Strategy 2: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Develop report based on KPI/PMP of Years 1-5. Make recommendations for maintaining or developing new measurement metric. Make recommendations for service adjustments or additional policies and ordinances based on measured progress.	Staff time	ESD, MSW contractor	Medium	
Conduct a waste characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	Medium	
Continue education and outreach activities regarding the City's recycling goals and proper participation, with an emphasis on targeting new entities.	Staff time, little to no associated additional costs	ESD, Communications	High	

STRATEGY 3:	Provide specialized support and guidance for Downtown customers.
Description:	Downtown is a unique area of the City and will have specialized services designed to meet the differing needs of customers and activities in the area. Therefore, customers will require support and guidance designed specifically to meet their needs and challenges. This includes support for initial implementation of the new Downtown collection system that is selected as well as ongoing support. Providing specialized support and outreach for Downtown will help to ensure successful operation of the Downtown MSW system, increased recycling and diversion activities, and customer satisfaction.
Initial Difficulty:	Low
Waste Types Targeted:	All
Impact:	High

STRATEGY 3:	Provide specialized support and guidance for Downtown customers.	
Priorities:	Ensure successful transition to a new Downtown collection system and ongoing success of MSW operations.	
Timeline:	Achieve transition by 2020; Achieve ongoing success	
Measuring Progress/KPI:	Progress will be measured through an annual workshop and survey of Downtown customers.	

Strategy 3: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Allow and encourage commercial and institutional customers to participate in cooperative purchasing (or "piggybacking") with the City to facilitate green purchasing. This support will be particularly important to provide to Downtown customers upon adoption of a City ordinance mandating use of recyclable and compostable materials.	Staff time	ESD, third party vendors, customers	High	
Conduct a series of workshops with Downtown customers to educate and guide them through the transition from the current to the new Downtown collection system. Content will include but not be limited to discussion of reasons for the transition, the City's established MSW management goals, and proper participation in new services.	Staff time, minimal material costs	ESD	High	
Provide individualized technical support to Downtown businesses to guide their transition from the current to the new Downtown collection system.	Staff time, minimal material costs	ESD, MSW contractor	High	
Provide ongoing education and outreach support specific to Downtown customers as needed.	Staff time	ESD	High	

Strategy 3: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to monitor the educational and support needs unique to Downtown customers and develop modifications or new support services and outreach activities as needed.	Staff time	ESD	High

Strategy 3: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to monitor the educational and support needs unique to Downtown customers and develop modifications or new support services and outreach activities as needed.	Staff time	ESD	High

STRATEGY 4:	Continue to evaluate and plan for the future needs of the Downtown area and customers as a whole and incorporate Downtown MSW planning into larger City planning initiatives as appropriate.	
Description:	Downtown is a dynamically changing and growing area of the City and it is likely that the MSW management needs of the City will continue to evolve over time. Additionally, as a cultural and entertainment focal point of the community, it is important that the needs of Downtown are considered in various City-wide planning efforts. Given the visibility and importance of Downtown, successful MSW management in Downtown can be used as a launching point for improved MSW operations across all City sectors.	
Initial Difficulty:	Moderate	
Waste Types Targeted:	All	
Impact:	High	
Priorities:	Achieve an efficient Downtown MSW collection systems that is integrated into large City planning efforts.	
Timeline:	Achieve by 2025 and on an ongoing basis.	
Measuring Progress/KPI:	Progress will be measured through an annual workshop and survey of Downtown customers.	

Strategy 4: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Two to three years prior to the end of the City's current MSW services contract term and each subsequent term, the City should begin to review the terms of the contract and evaluate whether any contractual changes are necessary. This tactic applies to all of the sectors addressed in this CSWMP and is described in further detail in Section 12.0, City-wide Strategies.	Staff time, potential consultant costs	ESD	High
Incorporate MSW management into the City's Downtown Master Plan at its next revision. The ESD will collaborate with the Planning department and other appropriate City departments to incorporate this plan for MSW management in Downtown into the overall Downtown Master Plan.	Staff time	ESD, Planning Department	High
After the new Downtown collection system is selected and implemented, continue to monitor customer needs and whether services continue to meet the needs of customers or whether different or additional services should be procured. This should be revisited on an ongoing basis during each contract renewal, renegotiation, or procurement process Section 12.0, City-wide Strategies.	Staff time, potential consultant costs	ESD, MSW contractor	High
During collaboration with the Planning Department to develop standards for MSW infrastructure requirements for commercial properties (refer to Section 7.3, Commercial and Institutional Strategies and Implementation Plan, Strategy 4 for detailed description), evaluate whether any specialized requirements need to be developed for Downtown.	Staff time	ESD, Planning Department	High

Strategy 4: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to monitor Downtown customer needs and evaluate the services provided and how the services are provided to them. This should be revisited on an ongoing basis during each contract renewal, renegotiation, or procurement process (refer to Section 12.0, City-wide Strategies for detailed description).	Staff time	ESD	High

Strategy 4: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to monitor Downtown customer needs and evaluate the services provided to them. This should be revisited on an ongoing basis during each contract renewal, renegotiation, or procurement process (refer to Section 12.0, City-wide Strategies for detailed description).	Staff time	ESD	High

# 9.0 PUBLIC SPACES AND SPECIAL EVENTS

## 9.1 Public Spaces and Special Events Overview

This section includes activities and special events taking place in various public locations throughout the City. Current MSW services, challenges, and strategies are addressed for the day-to-day operations, as well as events held in City-maintained facilities such as parks, pools, trails, and the Downtown area. These spaces are primarily maintained by the City's Parks and Recreation Department and the Georgetown Visitor Center (Red Poppy, Music on the Square, etc.).

The Parks and Recreation Department maintains 40 parks, ranging from small neighborhood parks to the large McMaster Athletic Complex and new 525-acre Garey Park. Several parks have pavilions and open

areas that can be rented for residents and organizations to hold gatherings and events. Over nine miles of hike and bike trails are maintained by Parks and Recreation and are available to residents as well. Special events addressed in this section include large City-sponsored events, such as the Red Poppy Festival (the City's largest annual event) and other events that require a Special Event Permit from the City, which are managed by the Georgetown Visitor Center.



San Gabriel Park

## 9.1.1 Current System

**Day-to-day MSW operations for public spaces.** City crews and Community Service and Restitution (CSR) workers service the City's 210 landfill trash and recycling cans (typically large, cylindrical metal or plastic containers) distributed throughout the parks, sports complexes, trails, and Downtown area. Most containers are landfill trash containers, with some recycling containers Downtown. There are only a few recycling containers in parks and other public spaces. Bagged material is collected from the containers by City crews and transported directly to the transfer station in City pick-up trucks. The frequency of collection in public spaces varies depending on the needs of the space and day of the week. MSW collection for parks typically occurs between three and seven times per week. City crews also service public MSW containers in Downtown with increased frequency on Fridays and weekends, when greater numbers of residents and visitors are in the area.



Parks events and rentable spaces operations. The City continues to increase the number of public pavilions and spaces available for events and gatherings. Events held in these areas may require a Parks Event Permit if they meet certain criteria. Currently, there are no landfill trash or recycling management requirements associated with permit approval and renters utilize the existing City-provided collection containers. If

renters are motivated to recycle, they typically must self-haul materials separately from landfill trash. On weekends when there are higher numbers of renters reserving time at pavilions within parks, City crews make an effort to collect cans between each reservation time block, though this is not always possible given the volume of collections that need to be made across the City.

**Organic waste management.** In addition to landfill trash and recycling, organic waste management is a significant aspect of overall waste management in the City's parks and public spaces, which total approximately 600 acres of developed park land and an additional 800 acres of undeveloped park land. Landscaping and vegetation management are largely provided by third-party contractors and result in significant amounts of organic material (largely brush, branches, and vegetation trimmings) that have the potential to be diverted from landfill disposal. Contractors are required to remove materials after performing work, however, actual quantities of material are not currently tracked by the City. While there are no recycling or diversion requirements included in landscaping contracts, most contractors divert material for processing into mulch or compost. City crews occasionally provide tree trimming for parks and haul material directly to the transfer station.

**Special events.** Special events refers to City-sponsored events such as the Red Poppy Festival and other large events requiring a City-issued Special Event Permit. These may include parades, runs and bike races, concerts, carnivals and similar events. Special events are managed by the Georgetown Visitor Center.

The Red Poppy Festival is the City's largest annual event and is a celebration that City residents and visitors alike look forward to each year. The festival showcases the City's character in the Downtown Square, providing free entertainment for families including arts and crafts booths, live music, a classic car show, and a run and bike ride, among



**Red Poppy Festival Parade** 

many other activities. The City, in close partnership with its MSW services contractor, has prioritized establishing the festival as a Zero Waste event, making every effort to divert as much material from landfills as possible through recycling and composting. The designation of the City's most popular event as a Zero Waste event is a key demonstration to residents and the central Texas region of Georgetown's commitment to sustainability and environmental stewardship. Because of the City's and contractor's dedication to this effort, diversion rates for the Red Poppy Festival have increased significantly over the past ten years, as shown in Figure 9-1.

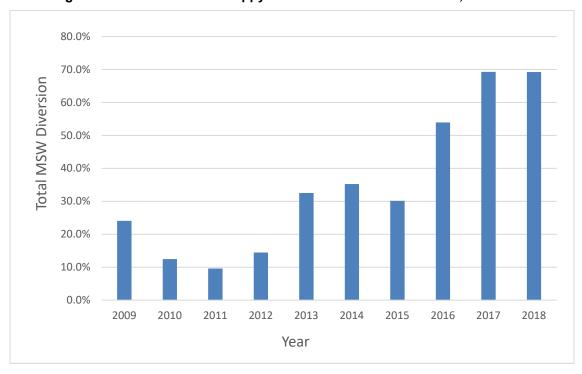


Figure 9-1: Historical Red Poppy Festival MSW Diversion Rates, 2009-2018

For other special events, the City does not currently have official policies or guidelines in place for recycling, organics diversion, or other materials management. The Special Event Permit application required the applicant only to specify whether the City's contractor will be used for the event's MSW management. The ESD may comment on the application and provide additional requests or guidance (e.g., to provide recycling), but this is not an official component of the special events approval process.

# 9.1.2 Comparison to Benchmark Cities

This section provides an overview of MSW services provided for public spaces and special events for the benchmark cities identified by the City, which include Cedar Park, Frisco, Kyle, New Braunfels, Richardson, and Round Rock. Because parks and public spaces in each city are unique, the ways in which MSW collection services are provided in benchmark cities varies widely.

Similar to Georgetown, four benchmark cities provide collection services in parks and public spaces with city crews, typically through the Parks and Recreation Department. Cedar Park and Frisco provide services through their MSW contractor. Several benchmark cities also noted an absence of or limited recycling opportunities in public spaces.

Challenges reported by benchmark cities for MSW management in public spaces includes recycling contamination and associated public education and a lack of adequate container capacity to handler the volume of material generated in public spaces.

A detailed matrix providing further details regarding each benchmark city's current services is provided in Appendix B.

## 9.1.3 Current System Findings

Limited day-to-day recycling opportunities. The City provides separate recycling collection containers (Bigbelly containers) in the Downtown area. However, there are limited recycling opportunities in public spaces and parks. While actual recycling rates and quantities are not currently measured for public spaces, it is likely that rates are relatively low. Because most spaces do not have separate recycling containers accessible by the public, a significant amount of recyclables are likely disposed. This may be especially true due to the nature of activities in these areas that are likely to generate high amounts of beverage containers that could be recycled: large get-togethers, sports games, hiking, exercising, and children playing, among many others.

**Incorrect placement of material can lead to litter.** City staff has noted that material is often placed on the edge of or next to landfill trash containers, rather than inside the container, leading to windblown litter

in City parks and public spaces. Based on conversation with City staff, this is one of the primary MSW management concerns for parks. It is an environmental as well aesthetic concern. The City will work to identify the reasons and solutions for incorrect placement, which could include the need for increased collection frequency (due to full cans) or enhanced public education including signage on collection containers in parks.

**Limited space for additional MSW containers in Downtown area.** Placement of additional landfill trash or recycling containers in the Downtown could create additional concerns (e.g. accessibility on public walkways) and would require coordination among multiple City departments.

**Sports complexes.** The City sees it as a priority to provide recycling collection at sports complexes, where higher volumes of recyclables are generated (e.g., water and sports drink bottles, cardboard from concessions) and the potential to increase diversion is significant.

**Diversion confirmation for landscape waste.** The City contracts with third parties for most landscaping and vegetation management activities in its parks and public spaces. While most contractors divert a large portion of the brush and other vegetative material generated, they are not currently required to do so. By including diversion and tonnage reporting requirements in landscaping contracts, the City could verify diversion of organic material and establish a baseline for organics diversion rates against which to measure future progress.

**Separate day-to-day organics collection.** While separate organics collection, specifically food waste, is an important waste diversion strategy that communities can employ, this option is not a near-term priority for the Parks and Recreation Department. There are other aspects of MSW management, such as recycling and correct placement of material in collection containers, that should be addressed first. Organics collection should be reevaluated on an ongoing basis as markets, public demand, and the presence of local processing facilities may continue to shift. If separate organics collection becomes more viable for the City as a whole, it should also be reevaluated for the public spaces sector.

**Red Poppy Festival diversion.** The City has established its largest annual event as a Zero Waste event with a high diversion rate of 69.2 percent in 2018, having grown significantly over the past ten years. The City has made MSW diversion for this event a priority. This highlights the City's dedication to responsible MSW management and helping establish itself a leader in both MSW management and sustainability for residents, businesses, and institutions across the City as well as the region.

**Collection and disposal challenges for City staff.** Where recycling is provided in public spaces, the same type and color of plastic bags is used for collection of both landfill trash and recycling. This can lead to confusion for City crews who collect and load bags from all containers into pick-up trucks and haul loads directly to the transfer station. Upon arrival at the transfer station, it is difficult to differentiate between bags containing landfill trash and bags containing recyclables, so recyclables may be disposed unintentionally. This issue is compounded by high turnover of staff and CSR workers performing collections from day to day and presents a need for continuous and easily accessible training and education in both English and Spanish.

**Varied container types throughout City.** There is not an established standard for the types of MSW collection containers provided in public spaces. Consistency in container types, colors, and signage would allow residents and visitors to become accustomed to one system that they can expect and use in the same manner throughout the City, increasing proper participation rates and therefore increasing recycling rates. If implemented, containers in public spaces should correspond with a larger effort in providing container and service consistency across sectors.

**Potential for recycling contamination.** Contamination of recyclables is a common concern for communities in their public spaces, due in large part to a lack of proper recycling education among the general public, visitors who may not be familiar with the system, and limited opportunities for enforcement of proper participation. To minimize this concern, expanded recycling opportunities in public spaces should be paired with a robust education and outreach campaign, which may be part of a larger education program encompassing all sectors.

## 9.2 Sector Priorities and Future Outlook

Because the City's parks and other public spaces are a highly visible and important part of the community and its identity, the City has the opportunity to significantly influence the public's perceptions and attitudes toward MSW management activities through provision of services and associated messaging within these spaces. Having a well-established, standardized, and simple-to-use recycling program available to residents and visitors in all public spaces throughout the City supports the City's image as an environmentally responsible, sustainability-minded community which would continue to support economic development across all sectors.

The priorities and strategies presented in Section 9.3 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for public spaces and events is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

MSW management activities in the City's parks and public spaces are, by nature, highly visible to the public. This includes residents, visitors, established businesses, and businesses considering locating in the City. Demonstration of the City's commitment to MSW management practices based on the waste management hierarchy can influence the overall behavior and engagement in both the residential and commercial sectors. The City has many parks frequented by residents and seeing these practices actively implemented will help residents to understand both the City's true commitment to responsible MSW management, and help educate and encourage them to participate in the same types of practices at home. From a commercial standpoint, the attractiveness of public spaces and the sustainability culture perceived by businesses is a factor in determining whether to locate in the City, therefore supporting the City's economic growth.

Guiding Principle 2: Services must be convenient for customers and price-competitive.

People are much more likely to follow the City's guidance about which materials to place where if the City provides convenient methods of disposal and diversion. Many of the strategies presented in Section 9.3 with both the means for convenient participation and the educational support to understand how to do so. From a cost perspective, the City will evaluate any potential new operations or changes to existing operations to identify the most cost-effective solutions.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

Guiding Principle 3 is directly targeted at recognizing the value and visibility of the City's public spaces and the need to prioritize providing effective MSW management in these spaces. The City proudly promotes its abundance of parks and its identity as the "Most Beautiful Townsquare in Texas" and it is committed to maintaining the beauty of its public spaces for residents and visitors alike.

## 9.3 Summary of Key Strategies

The tables below present the priorities and strategies developed for the City's public spaces and special events. In addition to these sector-specific priorities and strategies, there are various strategies the City plans to employ which are applicable to multiple sectors addressed within the CSWMP. The City-wide strategies further addressed in Section 12.0 that are applicable to public spaces and special events include:

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline establishment
- Standardized MSW collection containers and signage
- MSW infrastructure planning

STRATEGY 1:	Encourage the public to consistently place materials in the correct containers to maximize landfill diversion and facilitate ease of participation.
Description:	A current primary challenge in the City's parks is MSW that is not placed in a container, leading to windblown litter and environmental and aesthetic challenges for the City. In addition, recycling opportunities in public spaces is currently limited. The City will utilize tactics to educate park visitors about the importance of litter abatement and MSW diversion and encourage and facilitate proper participation.
Initial Difficulty:	Moderate to High
Waste Types Targeted:	Landfill trash and recycling
Impact:	Medium
Priority:	Expand recycling opportunities in public spaces and reduce occurrences of litter.
Timeline:	Complete recycling implementation in all public spaces by 2023.
Measuring Progress/KPI:	Progress will be measured by the recycling opportunities and containers available in public spaces. The City will develop a detailed recycling implementation plan for expansion of recycling in public spaces.

Strategy 1: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Conduct complete audit of locations of landfill trash and recycling containers located in City parks, trails, swimming pools, and other public spaces. The audit should include mapping of all container locations.	Staff time	ESD	High	
After container location audit is conducted, the City will develop a recycling implementation plan to expand recycling availability in all public spaces on a progressive basis. Recycling implementation will include the following activities/tactics:	Staff time and additional considerations detailed below	ESD, MSW contractor, residents and visitors	High	
Based on the City's developed standards for MSW collection containers City-wide (refer to Section 12.0, City-wide Strategies for detailed description), replace landfill trash and recycling containers for public use based on these standards. Containers across all parks and public spaces should be consistent to promote ease and consistency of use by the public.	Staff time, potential cost of replacement containers is to be evaluated further	ESD, MSW contractor	High	
Provide paired containers (landfill trash and recycling containers side by side) at all locations where MSW collection containers are located. This encourages the placement of materials into the proper collection stream at all time.	Staff time, cost of additional containers	ESD, MSW contractor	High	
Develop guidelines for standardized placement of MSW containers along the City's trails. This should include consistent spacing and frequency of containers to both decrease occurrences of litter and increase recycling. Provide additional containers as appropriate.	Staff time, cost of additional containers	ESD, MSW contractor	High	
Strengthen public outreach and education the City's parks. Efforts will focus on at-the-source touchpoints, which are likely to be the most effective tactics for engaging the public about proper MSW management in public spaces.	Staff time	ESD, residents and visitors	High	

Strategy 1: Near-term, Years 1-5			
Develop simple, graphics-based signage to affix to all MSW collection containers in parks and other public spaces. The signage should clearly indicate the types of materials that belong in each type of container.	Staff time, some materials costs	ESD	High
City staff will hold on-the-ground engagement with park visitors and in Downtown on select, high-traffic days. Staff will provide verbal guidance and demonstrations at landfill trash and recycling containers.	Staff time	ESD	High

Strategy 1: Mid-term, Years 6-10				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
After recycling has been established in public spaces, conduct an MSW characterization audit specific to materials generated within parks and other public spaces. This will allow the City to gain a better understanding of the composition of its MSW stream in these areas. This will allow for detailed analyses and to provide a baseline against which to measure future progress.	Staff time, potential consultant costs	ESD, MSW contractor	Medium	
Based on baseline recycling data, establish measurable goals for increasing recycling in parks and public spaces. Goals may potentially be based on participation rates, percentage of material recycled, or tonnage of material recycled	Staff time	ESD	Medium	
Based on results of waste characterization audits and observations of success or challenges in Years 1-5, develop recommendations for changes to services as appropriate.	Staff time	ESD	Low	

Strategy 1: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Conduct a waste characterization audit at least once every five years to enable further evaluation of program effectiveness.	Staff time, potential consultant costs	ESD, MSW contractor	Medium	
Based on results of waste characterization audits and observations of success or challenges in Years 6-10, develop recommendations for changes to services as appropriate.	Staff time	ESD	Low	
Evaluate the feasibility of providing separate organics collection, including food scraps, in parks and public spaces. Evaluation should be based on the progress toward proper landfill trash and recycling collection in these spaces and on whether local, cost-effective organics processing options are identified by the City.	Staff time, any additional costs to be determined upon market assessments	ESD	Low	

STRATEGY 2:	Enhance the efficiency of MSW collection from parks and public spaces to maximize waste diversion and operational consistency.
Description:	City staff are responsible for collecting MSW material from parks and public spaces and hauling material to the transfer station. The City will implement the strategies described below to alleviate identified challenges and support staff in their collections operations in order to work toward the City's priority of increasing MSW diversion from landfill disposal.
Initial Difficulty:	Moderate
Waste Types Targeted:	All
Impact:	Medium
Priority:	Optimize collection efficiencies for landfill trash and recycling containers in parks and public spaces.
Timeline:	Achieve by 2023.
Measuring Progress/KPI:	On average, all containers should be approximately 75 percent full when collected to avoid overflow. This buffer will allow for any unforeseen daily schedule adjustments to be incorporated and still allow containers to be collected prior to reaching full capacity.

Strategy 2: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Develop educational materials and trainings for City staff responsible for collections and hauling of MSW from parks and public spaces. This will include guidance on proper identification and separation of materials both at the site of collection and during drop-off at the transfer station. As the City works to provide paired landfill trash and recycling containers, it will be especially important to provide the support to collections staff to ensure they are knowledgeable about and able to efficiently carry out proper collection procedures.	Staff time, minimal material costs	ESD, Parks and Recreation Staff	High
Utilize bags of different colors in public landfill trash and recycling containers. This will help staff in efficiently identifying the material once collected from containers and ensure proper sorting upon delivery to the transfer station so that recyclables are not inadvertently mixed with landfill trash.	Costs of color-coded bags	ESD, Parks and Recreation Department, Purchasing Department	High
Conduct a study to review and evaluate the effectiveness of regular collection frequencies at parks and public collection containers Downtown. The purpose is to ensure optimal collection frequency to alleviate the challenge of container overflow and windblown litter in the parks. Adjustments should then be made to collection frequencies as appropriate.	Staff time, potential consultant costs	ESD, Parks and Recreation Department	High
Conduct annual reviews of MSW operations for parks and public spaces to assess efficiency and success of material collections and proper stream separation for landfill diversion. Develop recommendations for operational improvements as appropriate. This will be a collaborative effort between the ESD and Parks and Recreation Department.	Staff time	ESD	Medium

Strategy 2: Mid-term, Years 6-10				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Conduct a review of MSW operations for parks and public spaces every two years (or as determined by the City to be appropriate or feasible) to assess efficiency and success of material collections and proper stream separation for landfill diversion. Develop recommendations for operational improvements as appropriate. This will be a collaborative effort between the ESD and Parks and Recreation Department.	Staff time	ESD	High	

Strategy 2: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Conduct a review of MSW operations for parks and public spaces every two years (or as determined by the City to be appropriate or feasible) to assess efficiency and success of material collections and proper stream separation for landfill diversion. Develop recommendations for operational improvements as appropriate. This will be a collaborative effort between the ESD and Parks and Recreation Department.	Staff time	ESD	High

STRATEGY 3:	Incorporate MSW management and diversion considerations into larger, long-term planning efforts
Description:	Long-term MSW planning for parks, public spaces, and special events intersects with many other City operations and planning by other City departments and community partners. The ESD will collaborate with other City departments and community partners as appropriate to ensure that considerations for the City's MSW management priorities and guiding principles are included where necessary and that MSW management activities will function well with the planning needs and operations of other departments and recreational entities within the City.
Initial Difficulty:	Moderate
Waste Types Targeted:	All
Impact:	Moderate
Priority:	Establish baseline data for current recycling rates in parks and public places (refer to Strategy 1). Based on current recycling rates, develop specific recycling goals for parks and public spaces and work to increase recycling according to the goal metric(s).
Timeline:	Establish baseline by 2020. Develop goals by 2025
Measuring Progress/KPI:	Progress will be measured by conducting future MSW characterization audits and participation studies and comparing results to baseline data

Strategy 3: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Incorporate best practices for MSW management into future updates of the City's Parks, Recreation, and Trails Master Plan. This should include such topics as planning for adequate space for MSW infrastructure and collection containers, recommended numbers of containers, and pairing of containers at all locations.	Staff time, potential consultant costs	ESD, Parks and Recreation department	High	

Strategy 3: Near-term, Years 1-5			
Incorporate MSW management planning into Parks Event Permits and Special Events Permit requirements. Applicants should be required to submit a plan for recycling as part of the permit approval process. This will help to establish recycling as part of expected activities throughout the City.	Staff time	ESD, Parks and Recreation	High
In addition to the Red Poppy Festival, evaluate the feasibility of designating other large City-sponsored events as Zero Waste events.	Staff time	ESD, Parks and Recreation, MSW contractor	Medium
Incorporate diversion and material reporting requirements in landscaping contracts. Include standard language in all third party landscaping contracts requiring contractors to haul and divert all materials that have the potential to be diverted. Tonnage reporting requirement should also be included to support the City in establishing a baseline for diversion rates.	Staff time	ESD, Park and Recreation, third party contractors	High
Evaluate the feasibility of placing additional landfill trash and recycling containers for public use in Downtown. A need has been identified for increased numbers of containers to alleviate overflow; however, there are other considerations, such as accessibility, that must be considered.	Staff time, potential additional container costs determined upon result of evaluation	ESD, Convention and Visitors Bureau (CVB), MSW contractor	High
Conduct outreach and collaborate with community recreation partners within the City to help them establish MSW management practices consistent with the City's priorities and MSW services. The City is home to various independent entities involved in recreation activities for which the City and its contractor do not provide collection services. Examples include but are not limited to those provided below.	Staff time	ESD, CVB, Parks and Recreation Department	Medium
The Georgetown Youth Baseball Association (GYBA) leases its baseball fields from the City and operates the fields independently of the City, including MSW services. The City should include requirements for recycling and diversion participation in renewed contract terms with GYBA.	Staff time	ESD, Parks and Recreation Department, GYBA	Medium

Strategy 3: Near-term, Years 1-5			
The U.S. Army Corps of Engineers (USACE) owns and maintains hiking trails surrounding lake Georgetown. The City should collaborate with USACE to provide services in a similar manner to City-owned trails. Consistency will improve public participation in responsible MSW management for both the City and USACE.	Staff time	ESD, Parks and Recreation Department, USACE	Medium

Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
On an annual basis, collaborate with other City departments to identify any upcoming planning efforts, updates to existing plans, or revisions of event permitting requirements that should incorporate MSW planning elements. When opportunities are identified, create a work plan to incorporate MSW management considerations into long-term City planning efforts.	Staff time	ESD, Parks and Recreation Department, other City departments as appropriate.	High

Strategy 3: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
On an annual basis, collaborate with other City departments to identify any upcoming planning efforts, updates to existing plans, or revisions of event permitting requirements that should incorporate MSW planning elements. When opportunities are identified, create a work plan to incorporate MSW management considerations into long-term City planning efforts.	Staff time	ESD, Parks and Recreation Department, other City departments as appropriate.	High

# 10.0 MUNICIPAL OPERATIONS AND POLICIES

## 10.1 Municipal Operations and Policies Overview

The City of Georgetown values its role in demonstrating commitment to sustainable and environmentally conscious operations and its responsibility to lead by example for other sectors within the City. City employees work in 32 facilities across Georgetown. In addition, numerous residents, tourists, contractors, and vendors visit City facilities throughout the year. Establishing and consistently implementing best practices for MSW management at City facilities will resonate throughout the City and encourage positive behaviors across all sectors.



This section presents an overview of current MSW management operations within City facilities, describes

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challenges and identifies priorities for future operations, and presents an evaluation of potential strategies for achieving those priorities.

### 10.1.1 Current System

**MSW services.** The City currently provides landfill trash and recycling collection in all City facilities, public spaces, common spaces, and individual work spaces for City staff. Facilities are serviced with a combination of 96-gallon carts and dumpsters for both landfill trash and recycling and collection is provided by the City's contractor. All City facilities have separate carts and/or dumpsters for recycling collection.

The City contracts with a third party for custodial services in City facilities, including internal collection and set-out of MSW for collection by the MSW services contractor. City staff have small, separate landfill trash and recycling containers in work spaces (e.g., desks, offices, and conference rooms). Each day, custodial staff collect material from these containers as well as containers in public and common spaces, utilizing large open-top wheeled carts, or "tilt trucks," and transport that material either to 96gallon carts or dumpsters. Custodial staff set out carts for collection according to each facility's collection schedule. Large and bulk materials management. City facilities typically do not generate significant amounts of large or bulky materials for collection and disposal. For projects that generate large volumes of material, such as construction or repairs within City buildings, City facility staff transport the material directly to the transfer station. The City's Information Technology (IT) Department has third-party contracts for the removal of old or unused electronic equipment. Large items such as desks, chairs, storage cabinets, and other furniture are rarely disposed. When a facility or department no longer needs items, the items are either repurposed for use by other City departments or are sold at auction. This practice diverts items from landfill disposal while generating a revenue source for the City.

**Hazardous and special waste management.** The City has various methods of handling hazardous and special wastes generated by or within City facilities. For example, the City owns a lightbulb crusher and contracts with a third party for the transport and disposal of lightbulbs. The City occasionally has excess paint, which is donated to Habitat for Humanity. Use of cleaning chemicals within City facilities is primarily conducted by the City's custodial contractor, who then manages disposal of the chemicals. Several City facilities have household battery collection containers and many more anticipate providing receptacles in the future. Batteries are collected from each facility by City staff and shipped to a third party disposal contractor for proper disposal. The City also contracts on an as-needed basis for disposal of additional types of hazardous or special wastes. In these cases, the City issues a request for bids and selects a disposal contractor from the bids received.

### 10.1.2 Current System Findings

**Consistent and proper use of recycling opportunities within City facilities.** Recycling opportunities, including single stream recycling containers in all work spaces, common areas, and public areas, are provided in all City facilities. However, based on observations, there may be some inconsistent use among staff, potentially leading to contamination of single-stream recyclables and recyclables being disposed with refuse instead of separated for collection. Measured recycling contamination data for City facilities is not currently available.

**Recyclables comingled with landfill trash during internal facilities collection.** The City's contracted custodial staff are generally receptive to education and direction from the City. However, City staff have observed landfill trash and recycling material being collected in the same collection cart by contracted custodial staff, which is a common issue for many municipal and commercial facilities. This is likely due to a need for improved education for custodial staff and/or improved ease of separate collection for landfill trash and recyclables within City facilities. This challenge is compounded by frequent turnover of contracted custodial staff.

**Recycling infrastructure planning for new City facilities.** The new City Hall building and Garey House at Garey Park do not have adequate space to accommodate recycling dumpsters in addition to landfill trash dumpsters. Incorporating recycling infrastructure considerations into all planning processes for City facilities would further demonstrate to the public the City's commitment to environmental responsibility and encourage recycling participation.

## 10.2 Sector Priorities and Future Outlook

The intent of the strategies developed for this section of the CSWMP, is not only to improve services and MSW diversion within City facilities, but also to allow the City's internal operations to serve as an example of best MSW management practices to other entities and sectors across the City. To accomplish this, the City will work to cultivate a strong culture of responsible waste management across all City departments, and establish recycling participation as part of normal, day-to-day business practices. The City will also continue to provide comprehensive and innovative waste management solutions, so as to lead by example for other entities (businesses, institutions) within the City. To accomplish these priorities, the City will also provide support to City staff and contractors working within its facilities.

The priorities and strategies presented in Section 10.3 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for municipal operations and policies is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

Commitment to developing innovative MSW management methods that maximize waste diversion should begin with the City's internal operations. The strategies and actions developed for the commercial and institutional sector are designed to first establish an ingrained culture of sustainability within City facilities and among City employees and contractors. Then, the City will be better positioned to continuing to lead the community by example and provide support to all other sectors of the City to develop their own MSW management methods in accordance with the waste management hierarchy.

Guiding Principle 2: Services must be convenient for customers and price-competitive.

The City has a responsibility to provide ample opportunities for recycling and waste diversion within its facilities, but it must keep in mind that convenience of participation significantly impacts

participation levels among any customer, including City employees and contractors. Through the strategies presented in Section 10.3, the City will establish convenient recycling and MSW diversion opportunities within facilities and will also provide robust educational information and trainings to all individuals to further increase the ease of participation.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

Strategies focused specifically on enhancing aesthetics and services for Downtown and the City's parks and public spaces are presented in Sections 8.0 and 9.0, respectively. An important aspect of the intent of developing strong and innovative strategies to employ with in City facilities is to extend successful strategies (with adjustments as appropriate) to other sectors and areas of City operations, which include decisions and strategies for Downtown and public spaces.

# 10.3 Strategies and Implementation Plan

The tables below present the priorities and strategies developed for municipal operations and policies. In addition to these sector-specific priorities and strategies, there are various strategies the City plans to employ which are applicable to multiple sectors addressed within the CSWMP. The City-wide strategies further addressed in Section 12.0 that are applicable to municipal operations and policies include:

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline establishment
- Standardized MSW collection containers and signage
- MSW infrastructure planning

STRATEGY 1:	Establish consistent MSW management participation and collection practices within City facilities.
Description:	To increase participation diversion activities and increase diversion rates in City facilities, City staff and contractors working within the facilities need to have a clear understanding of why diversion is important, what proper MSW management procedures are, and receive support to enable their engagement and participation. Establishing clear and consistent policies and expectations for MSW management will increase diversion rates and also supports the City's priority to lead by example for the larger community, which is discussed further in Strategy 2.
Initial Difficulty:	Moderate
Waste Types Targeted:	All, with an emphasis on recyclables
Impact:	Medium
Priority:	Achieve high levels of participation in all internal recycling and diversion programs by City facilities staff and third party contractors.
Timeline:	Achieve by 2022 for existing programs. As new programs are developed, allow one to two years for achievement of full participation.
Measuring Progress/KPI:	Progress will be measured through staff surveys regarding participation (including assessment of ease) and annual MSW characterization to quantify increases in facility diversion rates and identify and locations or materials facing challenges.

Strategy 1: Near-term, Years 1-5	Strategy 1: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Conduct an MSW characterization audit specific to materials generated within City facilities. This will allow the City to gain a better understanding of the composition of its internal MSW stream. This will allow for detailed analyses and to provide a baseline against which to measure future progress.	Staff time, potential consultant costs	ESD, MSW contractor	High	
If contamination of recyclables is at high levels, conduct a recycling contamination audit to quantify and identify problem materials and develop targeted educational information to distribute to City staff about how to properly handle those materials.	Staff time, potential consultant costs	ESD, MSW contractor	High	
Develop standardized criteria for having "disposal stations" in all shared and public areas within City facilities. Stations will include receptacles for landfill trash, recycling, and other diversion opportunities if feasible (e.g., battery collection containers, organics collection containers, etc.)	Staff time	ESD, facilities management	High	
Establish a City-wide "green team" that will help to coordinate staff trainings, educational efforts, and other MSW operations coordination within and among City facilities. There may be a green team leader at each facility. However, it is important that participation does not put excessive strain on City staff and resources.	Staff time	ESD, facilities management, individual City staff members	Medium	
Develop a comprehensive educational program for City staff. The City will develop a suite of educational resources and tools to support City staff in proper MSW management while at work. This will include both immediate and ongoing support.	Staff time	ESD, human resources, department managers, individual City staff members, Facilities management, Communications Department	High	

Strategy 1: Near-term, Years 1-5			
Develop mandatory staff trainings for internal MSW management. Trainings will include information about the City's priorities, recycling and diversion opportunities in City facilities, and proper use and participation. Trainings should be required for all new hires and short refresher trainings will be conducted annually for all employees.	Staff time	ESD, human resources, department managers, individual City staff members	Medium
Develop permanent guidance signage for display in shared spaces and on collection containers.	Staff time, minimal material costs	ESD, facilities management	High
Develop internal best practices guides and post online for easy access by all employees. Guides will include both general information and facility-specific information as needed. Guides should be provided to all new employees.	Staff time	ESD, Communications Department	High
As needed, develop specific and targeted educational materials whenever adjustments are made to internal practices or when new services are developed	Staff time	ESD, Communications Department	High
Instruct custodial contractor to develop educational materials and provide support for custodial staff responsible for internal MSW collections in City facilities. Materials will include trainings and distributable educational materials regarding proper collection and material separation procedures. Educational materials will be provided to current and new custodial staff and they should be available in both English and Spanish. The custodial contractor will develop educational materials and the City will have final approval of content.	Staff time	ESD, custodial contractor, facilities management	High
Require the use of tilt trucks with two separate compartments for internal collection to facilitate proper and separate collection of landfill trash and recyclable. The City will collaborate with the custodial contractor to determine purchase and ownership responsibilities of the tilt trucks.	Staff time	ESD, custodial contractor, facilities management	High
For future custodial contracts, include in contract terms requirements to properly manage MSW streams, as defined by the City, and to continue training custodial staff on proper collection procedures.	Staff time	ESD, custodial contractor	High

Strategy 1: Near-term, Years 1-5			
On an annual basis, survey City employees to gauge their participation and engagement in the City's MSW management practices and programs. Include request for suggestions on improvement of internal practices, program adjustments, or new program ideas.	Staff time	ESD, individual City staff members, Communications Department	High
Pilot new programs or operational practices at select City facilities prior to roll-out City-wide. Large and/or new facilities (e.g., the Library, Municipal Complex, and new City Hall), present opportunities for to allow the City to identify and address potential challenges of new operations and make adjustments prior to implementation in all facilities.		ESD, facility managers	Medium
Evaluate the feasibility of providing separate organics collection in City facilities. This will incorporate considerations regarding the availability of local and cost-effective processing options, as further addressed in Section 4.1.4 Organics Processing Facilities.	Staff time	ESD	Low

Strategy 1: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to evaluate the need for improved and/or additional internal policies and procedures based on the level of success achieved in Years 1-5. Success will be measured by employee feedback utilizing surveys and measurement of progress against baseline generation rates through additional waste characterization audits.	Staff time	ESD, MSW contractor, City staff	High

Strategy 1: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to evaluate the need for improved and/or additional internal policies and procedures based on the level of success achieved in Years 6-10. Success will be measured by employee feedback utilizing surveys and measurement of progress against baseline generation rates through additional waste characterization audits.	Staff time	ESD, MSW contractor, City staff	High

STRATEGY 2:	Solidify the City as a leader for innovative and cost effective MSW management, especially in terms of internal operations. Be a visible, supportive, and interactive source for information on best practices.
Description:	It is critical that internal City operations reflect best practices of MSW management and actively support the City's recycling and diversion priorities established in this plan. Establishing consistent practices, as discussed in Strategy 1, is the first step in this process of leading by example. The second step is for the City's internal practices to be visible to the community and for the City to provide support to other sectors in establishing best practices as well.
Initial Difficulty:	Moderate
Waste Types Targeted:	All, with an emphasis on recyclables
Impact:	Medium
Priority:	Solidify the City as a leader for innovative and cost effective MSW management, especially in terms of internal operations. Be a visible, supportive, and interactive source for information on best practices.
Timeline:	Achieve by measuring on an ongoing basis.
Measuring Progress/KPI:	Feedback from all City sectors obtained through surveys, as recommended in each of the Strategies and Implementation sections throughout the CSWMP.

Strategy 2: Near-term, Years 1-5			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
After standard container types and colors are determined for City-wide implementation (refer to Section 12, City-wide Strategies for detailed description), replace both internal containers and containers services by the City's MSW contractor, as needed. Containers will be consistent with the standardized container system that is developed for implementation across all sectors. During the next contract renewal, re-negotiation or procurement process, include request for costs and transition timeline.	Staff time, potential cost of replacement containers is to be evaluated further	ESD, MSW contractor	High
Collaborate with the Planning Department to develop standards for MSW infrastructure requirements for construction of new City facilities or facilities undergoing renovation. Incorporate these standards into building permit requirements. At a minimum, require allocation of space for adequate landfill trash and recycling containers.	Staff time	ESD, Planning Department	High
Develop an external-facing best practices guide. Once the City has established and evaluated the effectiveness of its internal practices and policies, the City will develop a public best practices guide to assist entities in other sectors with developing their own internal MSW management practices. The guide should be promoted through various communications channels and easily accessible to the public.	Staff time	ESD, Communications Department	Medium
Incorporate diversion and sustainability terms into all of the City's third-party contracting agreements. For each type of contract, establish standardized language for recycling and diversion requirements. For example, require landscapers to divert all organic material from landfill disposal, require building contractors to recycle construction and demolition debris, and require custodial contractors to follow separation and collection procedures established by the City.	Staff time	ESD, Purchasing Department	High

Strategy 2: Near-term, Years 1-5			
The ESD will collaborate with other City departments, as appropriate, to evaluate options for developing standard business processes and/or longer-term (instead of as-needed) contracts for the handling and disposal of hazardous and special wastes generated by or within City facilities.	Staff time	ESE, other City departments as appropriate	Medium
The ESD will collaborate with the Purchasing Department to develop green purchasing policies such as policies for purchasing products made with recycled materials and products that can more easily be recycled or composted. For example, the City will evaluate its current coffee and disposable cup purchasing contract for opportunities to improve terms from a recycling and diversion standpoint.	Staff time	ESD, Purchasing Department	High
The Georgetown Public Library is an active community partner with established public outreach channels. Facilities and ESD staff will partner with the library to develop and facilitate community engagement efforts such as community education, pilot programs, and reuse, repair, and rental clinics.	Staff time, some material costs	ESD, Georgetown Public Library	Medium
The ESD will assist the Office of Emergency Management (OEM) to incorporate best practices for handling and diversion of MSW and storm/disaster debris (e.g., large quantities of brush). Encourage OEM to include these best practices into emergency management plans and programs.	Staff time	ESD, OEM	Medium

Strategy 2: Mid-term, Years 6-10				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Utilize feedback from all City sectors (methods are addressed in each respective sector of the CSWMP) to identify areas in which additional leadership by the City would be beneficial to the public and to private businesses. Evaluate the success of tactics implemented in Years 1-5. Develop additional tactics as needed.	Staff time	ESD	High	

Strategy 2: Long-term, Years 11-20				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
Utilize feedback from all City sectors (methods are addressed in each respective sector of the CSWMP) to identify areas in which additional leadership by the City would be beneficial to the public and to private businesses. Evaluate the success of tactics implemented in Years 6-10. Develop additional tactics as needed.	Staff time	ESD	High	

### 11.0 HOUSEHOLD HAZARDOUS WASTE

### 11.1 Household Hazardous Waste Overview

The purpose of a household hazardous waste (HHW) voucher program is to provide residents with access to safe and proper disposal options for household materials that are not suitable for disposal in a landfill or for collection with other curbside residential programs (refer to Section 11.1.1 for materials accepted under the program). Local provision of convenient HHW disposal options decreases the potential for improper disposal with other MSW or illegal dumping of environmentally harmful materials.

From 2008 to 2018, the City contracted with Williamson County Recycle Center (WCRC) to provide residents with a voucher-based drop-off collection program for HHW. WCRC was a privately-owned permanent HHW collection facility. Single-family and multi-family residents within City limits and out-of-City single-family and multi-family residents receiving City MSW services were eligible to participate in the program. In December 2018, the WCRC unexpectedly terminated operations and closed its facility. This section of the CSWMP describes operation and participation in the City's prior program, presents options for HHW services moving forward, and provides strategies and an implementation plan.

### 11.1.1 Current System

With the unexpected termination of the City's HHW voucher program, the City does not currently provide HHW services to residents, but is actively seeking options to replace the former program.

**Program summary.** The City's contract with WCRC allowed City residents and residents of ETJ areas receiving MSW services from the City's contractor to receive vouchers for disposal of HHW materials at WCRC at no cost. The WCRC was located approximately 8.5 miles northeast of Downtown and was open for HHW collection three days per week (Thursday, Friday, and Saturday). Each household was eligible to request one voucher every 90 days (up to four times per year), with vouchers valid for 30 days after issuance. Vouchers covered 100 percent of material disposal costs for in-City customers and 50 percent of disposal costs for out-of-City customers.

There was no specified limit to the amount of HHW material a resident may drop off per voucher. However, WCRC accepted only residentially-generated material. Home business, small business, and commercial wastes were not accepted under the program. City staff were not involved in the operation of WCRC or handling of HHW materials. WCRC owned the facility and its personnel handled all collection, packing, and disposal operations for the program. **Transition to online voucher system.** In January of 2018, the City transitioned to a primarily online voucher system. This transition was intended to increase ease and convenience of program participation by eliminating the need for residents to visit a City facility to obtain a paper voucher prior to visiting the WCRC. After the transition, customers applied for a voucher via the City's website and received a voucher by email if they met the program's residency requirements. Electronic vouchers were accepted at the WCRC facility in place of the prior paper vouchers. City residents who lived in Jonah Water Special Utility District (SUD) were eligible to participate in the voucher program but were required to visit the City utility office to obtain a paper voucher.

Accepted materials. The range of HHW materials accepted at the WCRC was typical of permanent HHW collection and disposal programs. Materials accepted under the HHW voucher program included, but were not limited to:

- Aerosol spray cans
- Antifreeze
- Art and hobby chemicals
- Automotive products
- Batteries (wet and dry cell)
- Fertilizers
- Fluorescent lights (tubes or CFLs)
- Household cleaners and disinfectants

- Mercury thermometers and liquid
- Motor oil or transmission fluid
- Paints, latex and oil-based
- Pesticides and poisons
- Pool and spa chemicals
- Thinners and solvents
- Used cooking oil



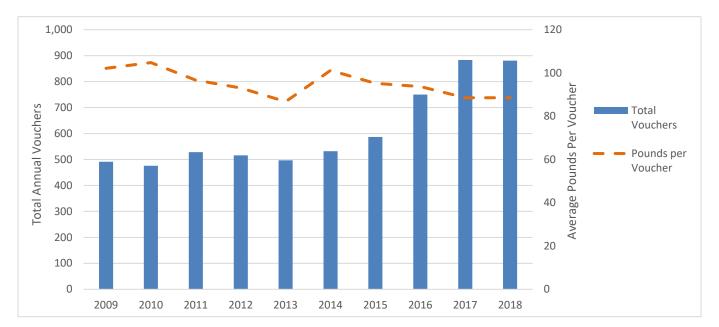
Tires, electronics, and other special wastes were not accepted under the program. These materials are further addressed in Section 11.1.1.1, Other Special Wastes.

**Reuse program.** The WCRC also operated a reuse program. Unused or leftover HHW materials suitable for consumption were available to residents at no charge. Reuse programs benefit residents by helping reduce household costs and benefit the larger community by discouraging improper disposal of HHW materials in landfills or elsewhere, helping to reduce environmental contamination. The City's reuse program also provided materials for free for use by other local municipalities and businesses.

**Program participation.** Historic full-year program participation data is available for fiscal years 2009 through 2018. Over the past five-year period from 2014 to2018, the number of vouchers used by City and ETJ residents annually increased, from 532 in 2014 to 881 in 2018. This increase in program participation was likely due to both population growth and the City's efforts to promote the program and educate the community. For 2018, approximately 2.7 percent of the eligible households participated in the voucher program.

Dallas County, Texas operates a regional HHW disposal facility and program where residents of 15 participating local municipalities may bring their HHW for disposal at no cost. For comparison, Dallas County's program had an overall average household participation rate of 3.2 percent in 2016, with individual municipalities' household participation rates ranging from 0.4 to 8.4 percent.

Figure 4-1 depicts the City's annual program participation and average amount of HHW material generated per voucher for fiscal years 2009 to 2018.



#### Figure 11-1: 2009-2018 HHW Program Participation and Material Quantities

During the initial five years of the voucher program, total program participation fluctuated between just below and just above 500 per year. Total program participation steadily increased from 532 in 2014 to

881 in 2018, a total increase of 66 percent over the five-years period.<sup>1</sup> The total number of pounds the program received annually followed a similar pattern, seeing small changes in the first five years and growing steadily during the most recent five-year period, from 54,000 pounds in 2014 to 78,000 pounds in 2018. The change in program growth pattern can be attributed to two primary factors:

- Continued and increased rate of the City's population growth
- The City's increased focus on education and outreach for the HHW program

HHW program participation is also often measured in average pounds per customer or per voucher. While the number of participants and total annual pounds of material collected annually increased significantly in recent years, the average pounds disposed per voucher decreased by 12.5 percent, from 101 pounds in 2014 to 89 pounds in 2018. This decrease is typical as programs become more well established. The typical per-voucher material disposal rate for established programs is between 85 and 100 pounds.<sup>2</sup> The City's material disposal rate under the voucher program was within the typical range.

**Program Funding and Costs.** The ESD included funding for the HHW voucher program in its annual budget with supplemental funding from the General Fund if resident participation exceeded the City's projections for that year. As City customers' participation in the program increased, total annual cost to the City increased proportionally.

Per-voucher (or per-customer) and per-pound disposal costs are commonly used as metrics to evaluate the cost-effectiveness of HHW drop-off programs. Table 11-1 presents program costs for fiscal years 2009 to 2018.

<sup>&</sup>lt;sup>1</sup> An exception to this was the 2017-2018 fiscal year, in which participation remained at the same level as the previous year. This is attributed to technical challenges associated with the switch to a new program software system, which impacted the convenient availability of vouchers for a period of time.

<sup>&</sup>lt;sup>2</sup> Based on a 2017 study conducted by Burns & McDonnell which evaluated program performance and participation for Dallas County's and the City of Fort Worth's HHW collection programs. There is very limited publicly available data regarding HHW program performance and participation in Texas.

Fiscal Year	Total Annual Costs	Average Cost per Voucher	Average Cost per Pound Disposed
2009	\$33,047	\$67.31	\$0.66
2010	\$31,724	\$66.65	\$0.64
2011	\$33,473	\$63.40	\$0.66
2012	\$35,792	\$69.36	\$0.75
2013	\$34,768	\$69.95	\$0.81
2014	\$44,628	\$83.89	\$0.83
2015	\$47,004	\$80.08	\$0.84
2016	\$63,168	\$84.22	\$0.90
2017	\$72,159	\$81.72	\$0.92
2018	\$74,087	\$84.09	\$0.95

Table 11-1: City of Georgetown Historic HHW Program Costs, 2009-2018

In 2018 the average cost to the City per customer voucher was \$84.09, and the average disposal cost per pound was \$0.95. Based on a study conducted by Burns & McDonnell in 2017, these costs are relatively higher that other local HHW drop-off programs in Texas. In 2016, two regional programs North Texas (serving a total of 65 municipalities) saw an average per-voucher or per-customer cost of \$45-\$62, and a per-pound cost of \$0.48-\$0.76. However, the programs studied (Dallas County and City of Fort Worth) generally served significantly larger population and received much higher total annual material quantities (2.2 and 2.5 million pounds, respectively) than the City and WCRC received. These programs are likely able to achieve lower per-voucher and per-pound costs due to economies of scale.

# 11.1.1.1 Other Special Wastes

Disposal options provided for other special wastes that are not categorized as HHW continue to be provided, though are limited. Special waste disposal options within the City include:

**Electronic waste.** There are limited options for recycling electronic waste (computers, small appliances, televisions, etc.) within in the City. The Goodwill Store in the City provides drop-off collection for some electronics to be recycled. Many HHW or voucher programs do not provide collection and disposal of electronic waste, largely due to the unpredictability of the electronics recycling market, which makes the electronics recycling not reliably cost-effective.

**Medications.** The City provides a kiosk for collection of medications, both prescription and over-thecounter, at the Public Safety Operations and Training Center and is accessible to residents during all regular business hours. Installation of the kiosk was grant-funded and provides a safe, secure, and convenient means for disposal of potentially harmful substances.

**Tires.** Residents and businesses may drop off used tires for recycling for a fee at the City's transfer station. In FY 2017, a total of approximately 10.5 tons of tires were recycled at the transfer station.

## 11.1.2 Comparison to Benchmark Cities

This section provides an overview of HHW services that each benchmark provides to its residents. Five of the six benchmark cities provide some form of HHW collection service to both their single-family and multifamily residents. The City of Kyle does not provide HHW service through the City, but its residents receive service as residents of Hays County through the county's partnership with the City of San Marcos.

Three benchmark cities have drop-off programs at permanent collection facilities with varying levels of drop-off opportunities.<sup>3</sup> The cities of Cedar Park, New Braunfels, and Round Rock have periodic collection opportunities with frequencies ranging from once per year to once per month. In general, cities with drop-off programs tend to have more collection opportunities for residents. Frisco and Richardson residents have multiple opportunities per week for drop-off of HHW materials.<sup>4</sup>

Each of the city's HHW programs accepts the typical range of HHW materials similar to the range of materials that were accepted under Georgetown's previous voucher program. A smaller number of cities also accept some additional special wastes such as electronics and tires.

A detailed matrix providing further details regarding each benchmark city's current services is provided in Appendix B.

### 11.1.3 Current System Findings

Alternative HHW program options needed. The City's previous HHW voucher program through WCRC was a successful and effective approach to providing residents with regular drop-off opportunities. With the unexpected termination of this program, it is important that the City identify alternative service options to continue to provide residents with convenient disposal options and avoid improper disposal, which could cause environmental or human health risks. Alternative service options the City may consider are discussed in Section 11.3.

<sup>&</sup>lt;sup>3</sup> The City of Kyle was excluded from this comparison because HHW service is provided by Hays County and is not provided by the City.

<sup>&</sup>lt;sup>4</sup> Round Rock also provides additional opportunities for scheduled facility drop-off for a fee, as well as residents having access to Williamson County's spring and fall annual events.

### 11.1.3.1 Previous Voucher System Findings

**Typical program approach.** The City's approach to providing local HHW disposal options to residents was similar to many other small and mid-sized Texas cities. These types of cities typically partner with larger entities or multiple municipalities to provide services due to the costs of program operations and the large volumes of material that must be generated to achieve the economies of scale that make a permanent collection facility financially viable.

Accepted materials. The City's participation in the voucher drop-off program at WCRC's permanent facility provided City resident with disposal options for a wide range of HHW materials typical of established permanent collection facilities. Mobile collection or periodic collection programs are more likely to accept a limited range of materials.

**Program participation.** The City achieved a significant increase (66 percent) in the number of vouchers used annually from 2014 to 2018, likely due to both population growth and public education and outreach. From the perspective of household participation, the City's participation rate (2.8 percent of eligible households) was normal to slightly lower than other Texas cities for which data is available. This suggests that the City may be able to achieve increased participation rates with an alternative program through increased education or program convenience.

**Program costs.** The City's per-voucher and per-pound disposal costs were relatively high compared to other Texas programs for which data is available. However, this should be understood with the perspective that the City and the WCRC likely did not have the potential to reach the same cost efficiency as programs serving larger metropolitan areas. If the City is able to participate in a regional or collaborative program with other local municipalities, it may be able to achieve greater cost efficiencies.

### 11.2 Sector Priorities and Future Outlook

Providing local options for HHW collection and disposal is an important component of providing comprehensive materials management services to residential customers. Options for re-use of these materials is also important and supports the City's vision for providing services consistent with the waste management hierarchy. These services are important for the continued health of both residents and the physical environment, particularly to avoid groundwater and drinking water contamination. With the recent termination of the voucher program, the City plans to identify alternative HHW service options for its residents, seeking services that that maximize the relationship between convenience and affordability.

The priorities and strategies presented in Section 11.4 were developed to align with the four established Guiding Principles. The significance of the Guiding Principles for Downtown is described below:

**Guiding Principles 1 and 4:** Develop innovative MSW management methods for residential and commercial sectors consistent with the waste management hierarchy; Evaluate alternatives to disposal; landfills are a finite resource in the region.

HHW disposal services is a critical component of a City's MSW program due to the potential for environmental contamination if these materials are not handled and disposed of properly. HHW materials should always be disposed of properly, and not included in material for MSW landfill disposal. To provide residents with an opportunity to dispose of materials following the waste management hierarchy, the alternative service options the City chooses to provide should ideally include access to a reuse store.

Guiding Principle 2: Services must be convenient for customers and price-competitive.

The City must balance providing a sufficient level of HHW service, for residents with the costs associated with providing the program. The City will continue to evaluate different program options for providing services based on local markets and customer satisfaction. In recent years, the City actively worked to improve its HHW program to make participation more convenient and to reach as many residents as possible through the program.

Guiding Principle 3: Enhance aesthetics and services for Downtown Square customers and City parks.

Strategies focused specifically on enhancing aesthetics and services for Downtown are presented in Section 8.0. Proper disposal of HHW materials helps to preventing environmental contamination, including in the parks and public spaces.

### 11.3 Alternative HHW Service Options

There are multiple options for municipalities seeking to provide HHW collection and disposal services to their residents, including regular curbside collection, regular drop-off opportunities, periodic collection events, and intergovernmental programs. On an ongoing basis, the City may consider alternative HHW service options, as markets and customer demands change over time. Any preferred option should consider both customer convenience and cost effectiveness for the City and its residents.

The intent of any HHW program is to safely dispose of the maximum quantity of material possible, and therefore must be convenient enough to encourage customer participation but must also be financially feasible for individual customers and for the City. Evaluation of any alternative options should include, at a minimum:

- Potential customer participation (this would include evaluation of program convenience)
- Potential material recovery quantities
- Potential costs, including per-customer and per-pound disposal costs

Potential alternative HHW program options are described below:

**Curbside collection.** The City could consider evaluating the financial feasibility and customer interest in a curbside collection service for HHW materials. During the City's next contract renewal or request for proposal process, the City could request bids for a curbside collection service and then further evaluate the option based on pricing and potential customer participation.

**Drop-off and storage unit.** The City could consider purchasing a stationary drop-off and storage unit at which residents would drop off HHW materials during designated hours. This unit would be a ventilated storage unit and material processing would not occur on site. For disposal of material collected at a drop-off storage unit program, there are two primary options:

- **Disposal contractor.** The City could contract with a third party for collection of material from the storage unit, and transport to a facility for proper disposal.
- Interlocal agreement for material disposal. The City could enter into an interlocal agreement with the City of Austin under which the City would transport collected material in bulk on a regular basis from the storage unit to Austin's permanent collection facility for processing and disposal.

Prior to construction of the new transfer station and reconfiguration of the existing site, the City may consider the feasibility and relative convenience of siting a drop-off and storage unit within its existing transfer station property. The cost for purchase of a safe and properly ventilated unit would be approximately \$5,000 to \$10,000. This option would also require that the drop-off unit be staffed during drop-off hours and that City staff receive training on proper handling and storage of HHW materials.

**Mobile collection unit.** A mobile HHW collection unit would allow the City to hold regular collection events at determined intervals (e.g., monthly, quarterly, bi-annually, etc.) at varying locations around the City. The option to hold collection events in varying locations could potentially increase customer convenience. The cost of purchasing a mobile collection unit may be approximately \$40,000. The City could potentially share the cost and ownership of a mobile collection unit and program with other local depending on their interest. The options for material disposal for a mobile collection program would be similar to those presented for drop-off and storage program. The operation of a mobile collection unit and

program would also require additional staff training for proper handling of materials and/or additional staff to be hired.

**Regional collaboration.** Intergovernmental or regional collaboration among municipalities and planning entities is a common approach for developing cost effective and convenient options for residential HHW services. HHW management often requires specialized operations and significant capital and it can be challenging for individual cities, often with limited resources, to provide convenient and cost-effective programs to their residents on their own. There are several successful regional HHW collection programs in Texas, including in Austin, Fort Worth, Frisco, Dallas County, Hays County and Harris County.

Based on preliminary discussions with other local municipalities, there is currently interest for collaboration within Williamson County and the CAPCOG region. A regional program could take various forms and would require extensive planning efforts among cities in the County or region. A regional study to identify the most effective program structure may facilitate planning efforts and program development. Georgetown and other local cities may apply for grant funding from CAPCOG to support a study and/or eventual implementation of a regional program.<sup>5</sup>

<sup>&</sup>lt;sup>5</sup> Capital Area Council of Governments (CAPCOG) supports eligible projects within its jurisdiction that help implement its regional solid waste management plan. <u>http://www.capcog.org/divisions/regional-services/solid-waste-grant-program/</u>

## 11.4 Strategies and Implementation Plan

The tables below present the priorities and strategies developed for management of HHW. In addition to these sector-specific priorities and strategies, there are various strategies the City plans to employ which are applicable to multiple sectors addressed within the CSWMP. The City-wide strategies further addressed in Section 12.0 that are applicable to HHW include:

- Ongoing MSW contract evaluations
- Waste characterization audits and baseline establishment (for HHW, this may be obtained through existing program material tracking in partnership with the WCRC)

STRATEGY 1:	Continue to seek opportunities to provide a high level of convenient and cost effective HHW service options to residents.		
Description:	The initial step in ensuring residents receive HHW service is to ensure they are aware of their service options and how to participate through continued education and outreach. Services must be convenient and cost effective for residents and they must understand the benefits of program participation. On an ongoing basis, the City will evaluate its current program as well as alternative program options as appropriate.		
Initial Difficulty:	Low		
Waste Types Targeted:	Household hazardous waste (HHW)		
Impact:	High		
Priorities:	Provide a high level of convenient and cost effective HHW service options to residents.		
Measuring Progress/KPI:	Progress will be measured by ongoing data tracking and annual program evaluations. When possible, customer satisfaction data obtained through future Citizen Surveys will be incorporated.		

Strategy 1: Near-term, Years 1-5				
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority	
<ul> <li>In Year 1, provide residents with interim solutions for HHW disposal, until a more permanent alternative program can be developed to replace the former voucher program. Option include:</li> <li>Collaborating with Williamson County to host one of the County's annual collection events in the City of Georgetown</li> </ul>	Staff time, potential contractor costs	ESD	High	
• Promote other local opportunities that that the City's residents are able to participate in, such as Williamson County's annual event in Cedar Park and the City of Austin's permanent collection facility				
• Contract with a private disposal contractor to provide supplemental, a supplemental one-time collection event(s) within the City				
Explore opportunities for intergovernmental collaboration. Williamson County and several local municipalities have expressed preliminary interest in collaborating to provide their residents with convenient and cost-effective HHW disposal options. The City should coordinate with local cities to explore interest and potential program options to provide a County-wide or regional HHW solution. This could include:	Staff time, potential consultant costs	ESD	High	
• Commissioning, in partnership with other municipalities, a regional study to assess various options and costs				
• Submitting a grant funding application (potentially a joint application with other cities) to CAPCOG in the upcoming FY 2020 grant cycle and in subsequent years				

Strategy 1: Near-term, Years 1-5			
<ul> <li>Continue to develop educational materials and ongoing outreach to residents about the importance of proper HHW disposal program and collection event opportunities. Program-focused materials should be developed after the City identifies and implements a new program alternative. Primary focus areas for education and outreach efforts will include the following topics:</li> <li>Environmental importance – Educate residents on the environmental risks of improper HHW disposal</li> </ul>	Staff time, minimal material costs	ESD, Communications Department	High
<ul> <li>Source reduction – Encourage residents to minimize their purchase of materials, emphasizing the financial benefit of utilizing materials at WCRC's Reuse Store for free</li> </ul>			
<ul> <li>Reuse program – Encourage reuse by ensuring information about the availability of WCRC's Reuse Store is a key component of education</li> </ul>			
<ul> <li>Program visibility – Continue to promote the HHW program through multiple channels, emphasizing convenience and no cost to residents</li> </ul>			
After the City identifies a program alternative, it will establish protocols and practices for consistent program data collection to facilitate future program evaluations. Data collection should include, at a minimum:			
<ul> <li>Baseline for customer satisfaction, and annual survey to measure customer satisfaction and opportunities for improvement</li> </ul>			
• Program costs on a total, per-pound, and per-customer basis			
• Program participation rates and material generation quantities, including for HHW collection and reuse materials, if applicable			
Every five years, evaluate options for providing cost-effective options for electronics recycling to residents. This could consist of including electronic waste to the City's new program or procuring service through disposal contractor specifically for electronic waste.	Staff time	ESD, WCRC	Medium

Strategy 1: Near-term, Years 1-5			
On an ongoing basis, consider if the City's chosen program structure continues to best meet the needs of the City and its residents. Using the metrics described in this section (e.g., participation rates, cost per customer, per-pound disposal costs, and customer satisfaction) will help the City to recognize if it should further consider alternative options for HHW services	Staff time	ESD	High
If the City determines it should consider alternative program options, it should further evaluate the options presented in Section 11.3.			
During the City's next MSW services contract renewal or request for proposal process, request bids for a curbside collection service and then further evaluate the option based on pricing and potential customer participation. This would not necessarily require a decision by the City but would rather provide additional data for considering the most beneficial service option.	Staff time	ESD	Medium

Strategy 1: Mid-term, Years 6-10			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority
Continue to track and annually evaluate program metrics (e.g., participation rates, cost per voucher, per-pound disposal costs, and customer satisfaction). Based on annual evaluations, the City may choose to conduct further evaluations of alternative HHW program options.	Staff time	ESD	High

Strategy 1: Long-term, Years 11-20			
Activity/Tactic	Cost Considerations	Responsible Party/Department	Implementation Priority

Strategy 1: Long-term, Years 11-20				
Continue to track and annually evaluate program metrics (e.g., participation rates, cost per voucher, per-pound disposal costs, and customer satisfaction). Based on annual evaluations, the City may choose to conduct further evaluations of alternative HHW program options.	Staff time	ESD	High	

## 12.0 CITY-WIDE STRATEGIES

There are several MSW management strategies the City will implement that have applicability across multiple sectors. While the specifics for implementation of these City-wide and multi-sector strategies are tailored to each sector, the over-arching objective is to provide a convenient and consistent approach to MSW management for all customers in all sectors and geographic areas of the City. An overview of each City-wide and multi-sector strategy is presented below.

This section does not include specific implementation planning information for the City-wide strategies. The Strategies and Implementation Plan sections included in Sections 5.0-11.0 of the CSWMP contain further sector-specific information and implementation plans for these strategies as they are applicable to each sector.

**Ongoing MSW contract evaluations.** The City will review the terms of each MSW service contract the City holds on an ongoing basis, considering changing market conditions for each sector and progress towards established priorities and strategies. Two to three years prior to the end of current contract terms and each subsequent term, the City will begin to review contracts and evaluate whether any changes are necessary. This includes an evaluation of the types of services provided for each sector, methods by which services are provided, whether the City should exercise any contract renewal terms or re-bid for procurement of services, and an evaluation of whether the City should continue with an exclusive franchise system.

Ongoing MSW contract evaluations will heavily consider data and analyses that will be conducted for each sector, including waste characterization baselines and progress toward the City's priorities and established goals, customer satisfaction and participation surveys and studies, monitoring of local organics and other markets, and any other relevant sector-specific data and evaluations the City conducts through implementation of the strategies presented in Sections 5.0-11.0.

Waste characterization audits and baseline establishment. Developing a thorough understanding of the current quantities and distribution of material types generated by each sector is a critical component of establishing appropriate goals for the City on an ongoing basis, and developing strategies to target the specific needs and characteristics of each sector. Within the first one to five years of implementation of the CSWMP, the City will conduct an MSW characterization audit for each individual sector to gain a better understanding of the MSW stream to establish a detailed baseline against which future progress will be measures. It is important that this process includes development of standardized protocols for each sector so that analysis is repeatable, and results are directly comparable from year to year. At a

minimum, data obtained will include the tonnages and percentages of the MSW stream by landfill, recyclables, and organics, including yard trimmings and food scraps. A waste characterization audit will be conducted for each sector a minimum of every five years.

**Standardized MSW collection containers and signage.** The City will develop standards for the MSW collection containers and signage utilized for each sector. It is important that the City provide standardized containers and guidance so that customers can expect a consistent, predictable MSW management experience regardless of the sector or geographic location within the City they are at any given time. People flow from place to place and from sector to sector (e.g., from home to work to Downtown or public spaces, back to home) every day. Consistency will allow for the highest opportunity for proper, consistent, and convenient participation in MSW management by all customers. Standards should include, but not be limited to:

- Recognizable color of container used for each of the three waste streams
- Expectation that there will be multiple waste streams, with additional organics diversion opportunities added over time
- Consistent graphics and signage with guidance on the specific materials that are accepted with each waste stream
- Same types of containers for similar uses; for example:
  - o Residential containers will all be the same type of carts, through capacity may vary
  - Residents serviced by front-load dumpsters will have the same type of dumpster, though capacity may vary
  - o Public collection containers provided in parks, public spaces, and Downtown will be uniform

Once standards have been developed, each subsequent contract renewal or procurement will include terms requiring the contractor to either utilize containers provided by the City or to provide containers for collection that follow the City's established container standards.

**MSW infrastructure planning.** Availability of adequate space for MSW collection containers and operations is another critical component of accomplishing the City's priority of establishing a three-stream collection system to maximize landfill diversion. The ESD will collaborate closely with the Planning Department to develop standards for MSW infrastructure and space allocation requirements for the multifamily, commercial and institutional, public spaces, and municipal operations sectors. Requirements will be developed to allow for adequate space for landfill trash, recycling, and organics collection containers (dumpsters and public receptacles) for any newly constructed establishments or new

developments as well as those undergoing significant renovations or additions. Organics collection may not initially be required or provided in all locations, but space should be allocated for organics collection for future planning purposes.



**Transfer Station Evaluation** 

for the

## City of Georgetown, Texas April 24, 2018

## **Presentation Overview**

## Transfer Station Evaluation

- Understanding the Purpose of the Transfer Station
- Overview of Existing Site and Project Background
- Capacity of Existing Transfer Station
- Planning Workshop
- Improvements to Existing Transfer Station
- Conceptual Design of New Transfer Station
- Comparison of Options

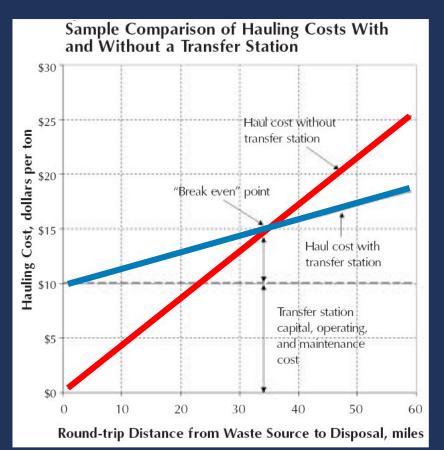


## Why a Transfer Station?

- Materials must be direct-hauled in the collection vehicle or longhauled using transfer trailers
- Factors that affect financial feasibility include:
  - Collection cost
  - Disposal cost
  - Distance/travel time to landfill
  - Fuel costs

FST

- Annual tonnage hauled
- Payload of transfer trailers vs.
   collection vehicles



Source: U.S. EPA's Waste Transfer Stations: A Manual for Decision Making

Current landfill is approximately 90 miles round-trip

# **Existing Site and Facility**





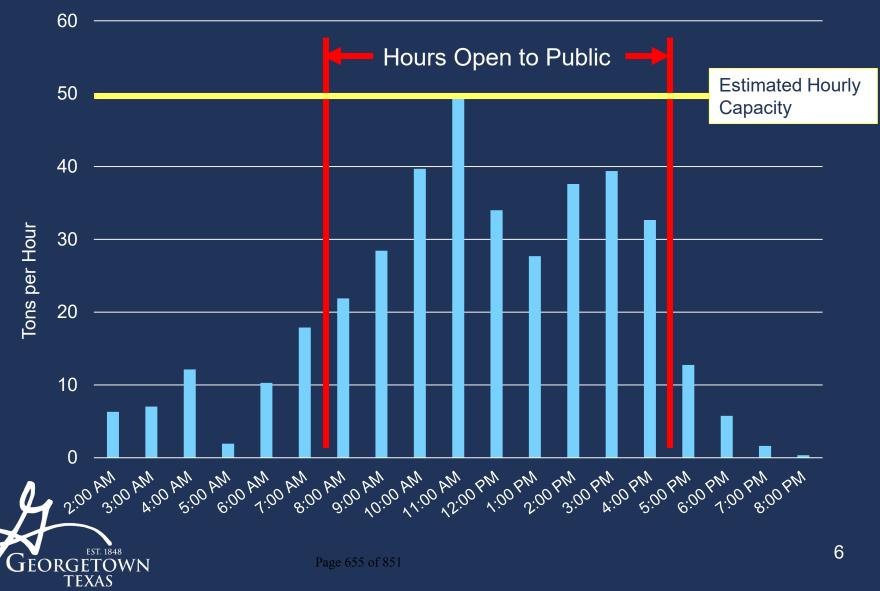
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## Background

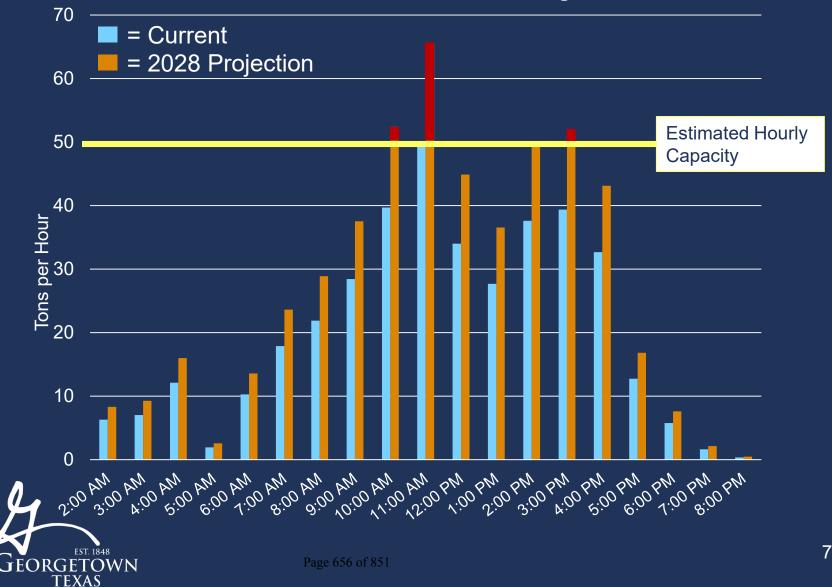
- The City has committed to the Texas Commission on Environmental Quality (TCEQ) to make certain improvements at the transfer station
- Improvements include covering areas where waste is exposed and better storm water management
- The existing facility was originally opened in 1984 and improvement made in 2006-2009
- Prior to investing in the existing facility, the City wanted to compare that option to building a new facility at the same location



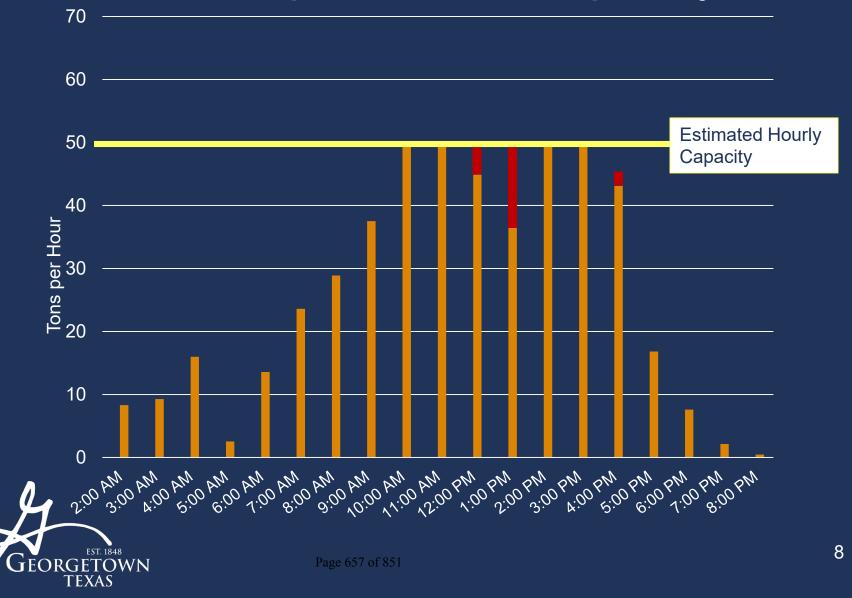
## **Current Transfer Station Traffic**



## Current vs 2028 Projection



## 2028 Operational Capacity



## Impact of Operating At or Near Capacity

- Since the transfer station cannot operate over its capacity, the operations would be impacted in several ways:
  - Collections vehicles must wait longer to unload, impacting collection routes
  - Collection operations would have to shift to earlier in the day or later in the day
  - Recycling trucks could not be unloaded during peak hours since only one material stream can be managed at a time
  - Site becomes more congested, with less space for self-haulers



# Planning Workshop

- Planning session to review current operations and requirements for both options
- Participants included key staff from the City of Georgetown, Burns & McDonnell, and current contractor Texas Disposal Systems (TDS)
- Key assumptions from Workshop:
  - Existing facility: Cover over tipping area, cover over self-haul drop off, improvements to paving and drainage, additional fire protection
  - New facility: 3 material streams, 3-sided building, cover over selfhaul drop off, improvements to paving and drainage, additional fire protection



# Improvements to Existing Facility

- Additional Improvements:
  - New compactor
  - New paving near self-haul area
  - New waterline and enhanced fire protection





## Cost of Improvements – Existing Facility

Description	Conceptual Budget
Transfer Station Canopy	\$607,400
Self-Haul Canopy	\$139,000
New Compactor	\$30,000
Subtotal	\$776,400
Self-Haul Area Paving	\$475,200
Waterline and Enhanced Fire Protection	\$271,400
Entrance Road Pavement	\$88,700
Total	\$1,611,700
Range (+/- 20 percent)	\$1,343,100 - \$1,934,000



## Summary for Existing Facility Improvements

## Advantages

- Meet regulatory requirements
- Does not require new TCEQ transfer station registration
- Lower cost alternative
- Less interruption to collection services (due to construction)
- Disadvantages
  - Does not increase capacity or extend life of existing facility
  - Will require investment in new facility in 8-12 years
  - Limits diversion options for recycling or organics
  - Does not improve aesthetics or noise containment



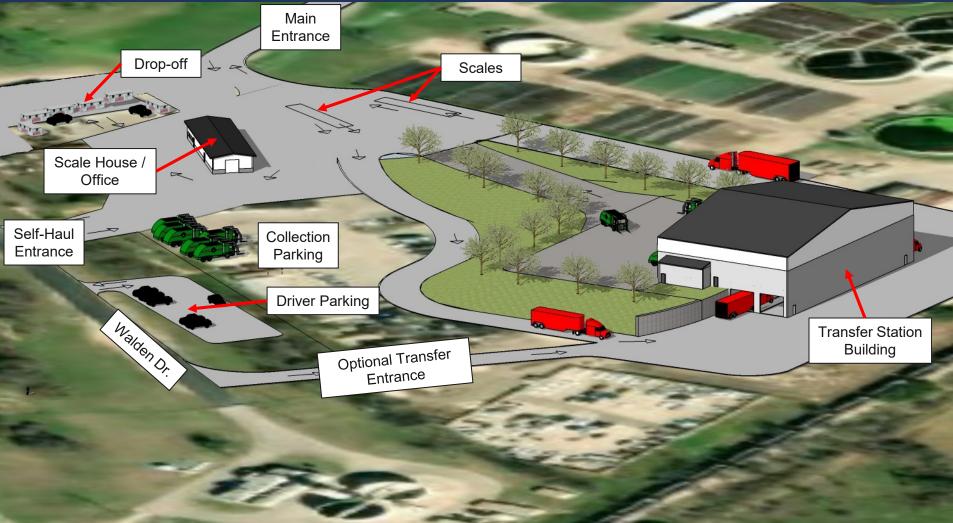
## **Conceptual Rendering – New Facility**



## **Conceptual Rendering – New Facility**



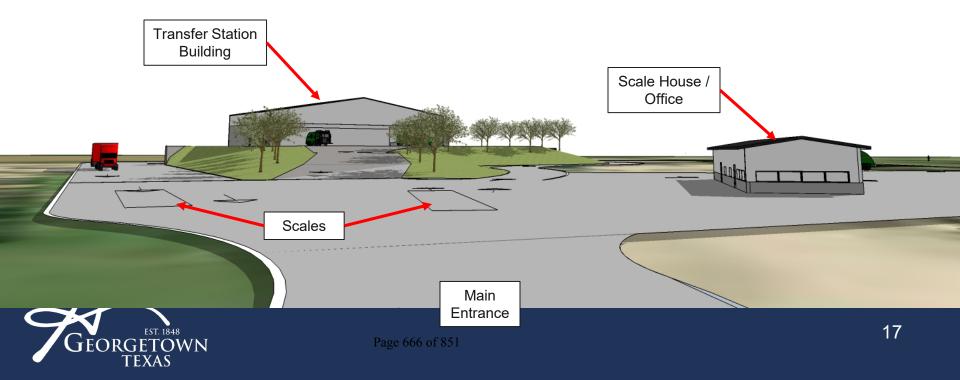
## **Conceptual Rendering – New Facility**





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## **Conceptual Rendering – New Facility**



## **Conceptual Cost Estimate of New Facility**

Description	Conceptual Budget
Site Work and Paving	\$2,845,100
Foundations & Concrete	\$423,300
Pre Engineered Metal Building	\$794,700
Electrical, Plumbing, HVAC, Fire	\$338,700
Equipment	\$202,400
Other	\$240,300
Engineering, Permitting, Construction Mgmt	\$654,800
Contingencies and Fees	\$764,600
Subtotal	\$6,263,900
Waterline and Enhanced Fire Protection	\$271,400
Self-Haul Area Paving	\$475,200
Entrance Road Pavement	\$88,700
Total	\$7,099,200
Range (+/- 20 percent)	\$5,916,000 – \$8,519,000

'EXAS

## Annual Debt Service for Capital Costs

Description	Amount
Total Cost	\$7,099,200
Debt Term	20
Debt Interest Rate	3%
Annual Debt Service	\$477,178

• Debt service would require approximately 4-5 percent increase in annual revenue requirement within two years



## Summary for New Facility

## Advantages

- Provides long-term capacity
- Allows the City to manage up to three material streams (refuse, recycling, organics) simultaneously
- Provides more separation between self-haulers and collection vehicles
- Improves aesthetics and noise containment
- Disadvantages
  - Requires new TCEQ transfer station registration
  - May disrupt collection operations during construction



## **Typical Timeline**



- Factors that could influence schedule:
  - Procurement process (design-bid-build, design-build, etc.)
  - Permitting
  - Weather
  - Unexpected site conditions



## **Comparison of Options**

Criteria	Improvements to Existing	New Facility
Capacity	8-12 years	30+ years
Material Streams	1 material stream at a time	Up to 3 material streams at time
Safety	Self-haul, collection vehicles and transfer equipment operating in close proximity	Better separation of self- haul and collection vehicles
Permitting requirements	No TCEQ permitting required, some local permitting	New TCEQ transfer station registration, additional local permitting
Conceptual level cost estimate	\$1.34 - \$1.93 million	\$5.92 - \$8.52 million
Impact to facility operations	Minimal	Less downtime to process multiple material streams
Implementation schedule	6-12 months	24-30 months
Impact to collection operations (after completion)	None	Reduce waiting time to unload
Revenue requirement impact	None	4 - 5%



	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Rich
SINGLE-FAMILY OVERVIEW						
Residential service provider	Private (Texas Disposal Systems)	Private (Cedar Park Disposal (Central Texas Refuse)	Private (Waste Connections)	Private (Texas Disposal Systems)	Public; City provides services	Resid City;
Monthly residential solid waste rate (not including tax)	\$18.80 for in-City customers; \$26.40 for out-of- city customers	\$18.69	\$13.50	\$20.42	\$13.4	mark 10
Additional Monthly Fees (e.g., admin, public education, etc.)	None	None	None	Solid Waste Admin Fee: \$2.63 Franchise Fee: \$2.04	None	None
Additional information				The City is approaching the end of its 10-year contract with TDS. The City has changed significantly during that time. City will soon begin the process of talking to City council about changing solid waste service needs. For example, the City may ask for more services such as more frequent brush and bulky service.		
SINGLE FAMILY SERVICES						d and
Landfill trash						
Collection frequency	Weekly	Weekly	Weekly		Weekly	Twice
Collection type	Cart-based, automated	Cart-based, automated	Cart-based, automated		Cart-based, automated	Manu
Container type and sizes available	95-gallon standard cart; 65- or 35-gallon carts available upon request	95-gallon	95-gallon		96-gallon standard, 48-gallon upon request (rate not variable)	
Additional cart availability	\$9.00/month per additional cart	\$5.50/month per additional cart	\$10.50 (plus tax)/month per additional cart	\$11.74/month per additional cart (plus \$1.07 franchise fee and \$1.07 sales tax)	Additional \$6.50 per month per additional cart (plus one-time \$10 processing fee)	N/A
Additional Fees	\$5.00 per bag tag for extra landfill trash	None	Request for additional collections may be made for additional \$22.80 per cart per collection request		\$2.00 per bag tag (5 for \$10.00) for extra landfill trash	30-ga purch bags/
Additional information	Out-of-cart set-outs collected only if bagged and tagged			C&D material is not accepted		Most alleys
Recyclables						
Service provided in monthly rate	Yes	Yes	Yes	Yes	Provided but not with base rate; additional fee of	f Yes
					\$4.26 per month	
Collection frequency	Every other week	Every other week	Weekly		Weekly	Wee
Collection type	Cart-based, automated	Cart-based, automated	Cart-based, automated		Cart-based, automated	Man
Container type and sizes available	95-gallon standard cart; 65- or 35-gallon carts available upon request	95-gallon blue cart	95-gallon blue cart		96-gal standard, 48-gal upon request (rate not variable)	30-ga
Additional cart availability	\$9.00/month per additional cart	\$5.50/month per additional cart	Additional car is available at no additional monthly cost There is a one-time \$15.00 delivery fee.	Not reported	Additional carts available at no cost per month (only one-time \$10 processing fee)	N/A
Additional information	Contained (boxed) out-of-cart set-outs of recyclables are accepted	Unlimited recyclables are accepted				Recyc with a excep not e
Bulky Items Service provided in monthly rate	Yes	Provided as part of refuse service, not provided as	Yes	Yes	Provided for an additional fee.	Yes
Collection frequency	Twice per year, upon request	separate collections Weekly; additional collections are provided upon	Monthly	Once per year, on-call	Upon request (unlimited)	Once
		request for an additional fee				
Materials accepted	Furniture, mattresses, toilets, large appliances. Service is not intended for brush and yard trimmings	Extra bags of landfill trash, large appliances, mattresses and furniture, bundled tree and brush clippings		Furniture, large appliances, bundled brush up to three cubic yards per collection	Furniture, appliances, large limbs or large volume of brush	es Inten poun applia (no co incluo veget other
Set-out limit and configuration	Limit 3 cubic yards per collection; additional fees for extra material	Limit of seven items per collection outside of landfill trash cart; tree and brush clippings should be bundled (4 feet length, 4 inch-diameter, less than 50 pounds)	Limit of 5 bulky items; items should not be longer than six feet or weigh more than 50 pounds	Limit of three cubic yards per collection	No limit	None
Material diverted or landfilled	Landfilled	Landfilled	Landfilled	The City's contractor, TDS, has a substantial program for diversion of large items. If materials/item have the potential to be diverted, it is diverted. City does not have specific diversion data on brush and bulky items, but a significant amount of these materials are diverted from the landfill.	Brush is mulched. Bulky items are landfilled.	Bulky Static bulky
Additional fees	Additional fee of \$28.00 per cubic yard for material in excess of set-out limit, and for additional scheduled collections	Additional handling charge of \$25 for appliances containing Freon; Additional collections are provided upon request for an additional fee	None		\$25 minimum for 30 minutes then \$25 per 30 minutes after that to include travel if more than one load.	None
Additional information				N/A	The City also holds quarterly bulky waste drop-of	íf Servi <sup>,</sup>

chardson	Round Rock
sidential landfill trash service is provided by the ty; residential recycling services are open arket	Private (Round Rock Refuse)
\$19.40	\$18.96
one	
vice per week	Weekly
anual	Cart-based, automated
g-based collection, no containers are permitted	
A	If requested, customers may receive an additional cart for no additional cost, though requests are uncommon.
-gallon black plastic trash bags may be	
rchased from the City for \$6.50/roll, 50 gs/roll	
ost collection occurs in alleys, except where eys are unpaved	Material contained in the cart and up to seven additional items bags, or bundles will be collected with regular landfill trash collection. Out-of-cart
	items must not exceed 40 pounds and must not be larger than 4x4x4 feet. Items may include
	bagged leaves and bundled brush.
S	Yes
eekly	Every other week
anual	Cart-based, automated
-gallon blue plastic recycling bags	96-gallon cart
Ά	Additional carts available at no additional cost.
cycling bags may be purchased for \$3.50/roll th 26 bags/roll. Most collection occurs in alleys,	
cept for homes with unpaved alleys; bags must t exceed 50 pounds.	
S	One annual collection with base rate; additional collections for additional for
nce per week, upon request	collections for additional fee Once per year (Annual Spring Clean Up);
	additional bulky waste collections may be scheduled for a fee
tended for large items generally over 50 bunds; furniture, toilets, carpet, large	Annual Spring Clean up accepts large appliances, furniture, scrap metal, lumber, mattresses; brush
pliances, large electronics, mattresses, fencing o concrete or nails) scrap metal; green waste	is not accepted; no tires or TVs. Additional scheduled bulky collections accept excess large
cluding brush, tree trunks, grass, cacti,	items and brush.
getative debris is collected separately from her items if indicated upon service request.	
one	None
Iky items are taken to the Lookout Transfer	Landfilled
ation. Brush that has been separated from the Iky is taken to Plano for composting.	
ne	Additional pick-ups may be specified as brush or non-brush; fees are \$25 plus \$1 for each minute over five minutes
rvice is referred to as Brush and Bulky Item Ilection (BAIBC)	

#### Appendix B

SINGLE-FAMILY	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Richardson	Round Rock
Organics							
Service provided in monthly rate	Yes	No	Yes	Yes	Yes	Yes, collected as part of Brush and Bulky service	No
Is this a separate organics collection service	Yes, monthly yard trimmings collection is provided	Separate organics collection is not provided.	Yes, weekly 'yard waste' collection is provided	Yes, curbside compost collection is provided via carts. City has a three-cart system.	Yes, separate collection of Green Waste is provided on the same day as recycling collection.	Yes; Collected as part of Brush and Bulky service, but green waste will be collected separately if indicated by resident upon service request	Yes, services provided upon request
Accepted materials:							
Yard trimmings	Branches, leaves, grass, other yard trimmings	N/A		Yard debris including grass clippings, tree and shrub limbs; soiled paper and cardboard including pizza boxes, paper towels, napkins	Grass clippings, garden trimmings, leaves, twigs, Christmas trees; not intended for large volumes o brush or branches		Brush (unbundled, no longer than 10 feet)
Food scraps Collection frequency	No Monthly	N/A N/A	No Weekly	None Every other week (alternating weeks with	No Weekly	No Weekly, upon request	No Up to weekly, upon request
• H				recycling collection)			
Collection type	Automated	N/A		Cart-based, automated		Manual & Knuckle-boom truck	Brush truck with grapple arm
Container type and sizes available	N/A; material is bagged in compostable paper bags, bundled, or placed in a customer-provided container	N/A	N/A; material is bagged in compostable paper bags or bundled	90-gal	No cart; Material must be bagged or bundled	N/A	N/A
Does the City offer separate organics collection?	Yes, monthly yard trimmings collection is provided	N/A	Yes, weekly 'yard waste' collection is provided	Yes, curbside compost collection is provided via carts. City has a three-cart system.	Yes, separate collection of Green Waste is provided on the same day as recycling collection.	Yes; Collected as part of Brush and Bulky service, but green waste will be collected separately if indicated by resident upon service request	Yes, upon request
Set-out limit and configuration	Limit 20 bags, bundles, or containers per collection	N/A	Small material such as grass clippings and leaves must be placed in compostable paper bags (plastic not accepted); brush/limbs must be cut to 3ft and bundled, not to exceed 30 pounds	loose in cart, not in plastic bags	Material must be bagged in Green Waste paper bags (no plastic) or cut and bundled not exceeding four feet in length or 40 pounds in weight.	Organics must be separated from non-organic bulky items; bundled (maximum 6-ft length) or bagged in compostable bags	No limit; brush must be unbundled and no longer than 10 feet
Material composted, mulched, or other	Mulched	N/A		Composted; material is processed at TDS's Garden Ville facility	- Mulched	Mulched or composted (if indicated as organic material upon request)	Mulched
Additional fees	Additional bags/bundles/containers are collected with purchased tags for \$5.00 per tag	N/A	None	None		None	Fee is \$25 per collection plus \$1 per minute over five minutes
Additional information		Brush and tree trimmings are currently placed in landfill trash carts or set out with bulky collection		Specific participation data is not available but participation in the organics program is pretty low Participation is also seasonal, with higher participation in spring and fall with yard cleanups and lower participation in summer and winter.		Upon service request for Brush and Bulky collection, resident must indicate that material is organic or it will be taken to landfill; Service is referred to as Brush and Bulky Item Collection (BAIBC)	City residents may also drop off up to 2 CY of brush at the Brush Recycling Center at no cost
Household Hazardous Waste (HHW) & Other Special Wastes							
Are HHW services provided to residents by the city?	No. The City's former contractor unexpectedly terminated the City's voucher program in December 2018. The City is actively seeking options to replace the program.	Yes	Yes	No	Yes	Yes, the City participates in Dallas County's HHW voucher drop-off program	Yes
Service Summary	The City no longer provides service. Residents may participate in Williamson County's two annual drop-off events held within the County. Prior to December 2018, the City offered residents a vourcher drop-off program (four vouchers per year) though a private contractor at a permanent facility, at no cost to residents.	In collaboration with Williamson County, the City hosts on annual HHW drop-off event that is free to residents. This is one of the County's two annual events. Residents may also participate in the County's other annual event.	collection facility where City residents and voucher program participant city residents may	City residents have access to the San Marcos HHW collection facility through its partnership with Hays County. The City is not involved in services or funding for the program. This program is described below.	City and Comal County partner to provide periodi HHW collection events to City and County residents. The HHW drop-off events are preformed by a contractor 3 x per year with labor assistance from the City.	Permanent facility drop-off collection	The City has a drop-off location where residents may drop off material for free once per month, o pay an additional fee for additional scheduled drop-offs
Type of Service:		Periodic collection events	Permanent facility drop-off collection	Permanent facility drop-off collection. Residents may drop material off any time during facility operating hours at no cost to residents (not voucher-based).	Periodic collection events	The County provides residents with drop-off at permanent collection facility with voucher	Periodic collection events at the City's recycling center, with the option for pre-scheduled drop-offs.
Collection or event frequency	Twice per year	Annual by City; one additional annual event by the county	Permanent facility open for HHW collection two days per week	San Marcos' facility accepts drop-offs two days per week (Tuesdays and Fridays)	r Two to four times per year	Three to four days per week	Monthly for free; additional drop-offs can be scheduled for a fee
Does the city have a permanent collection facility?	Νο	No	Yes, the City owns and operates a permanent collection facility	The City does not own or contract for a permanent facility; the City of San Marcos has a permanent collection facility that Hays County residents are eligible to use.	No	No. Dallas County owns and operates a permanent facility.	The City has a permanent collection facility where material is classified, segregated, and consolidated. It is then picked up by a vendor (who is considered the generator for regulatory purposes) and hauled away for treatment, storage, and disposal.
Materials accepted (e.g., HHW, electronic waste, tires, other special wastes)	HHW, tires, electronics (computers, TVs, cell phones, etc.), brush for recycling, scrap metal, textiles and other household items for Goodwill donation; Commercial wastes not accepted	HHW, tires, electronics (computers, TVs, cell phones, etc.), brush for recycling, scrap metal, textiles and other household items for Goodwill donation; Commercial wastes not accepted	Standard HHW materials (paints, cleaners, automotive fluids, cooking oil, light bulbs, etc.), electronics, batteries. Tires are not accepted	Household hazardous waste only; special wastes (tires, electronics) and commercial waste are not accepted		HHW; tires and electronics are not accepted	Typical HHW is accepted; tires and other special wastes are not accepted
Program funding	Events are hosted and sponsored by Williamson County.	Total cost of the 2018 event was \$92,000 of which \$49,500 was paid for by the City.	residential solid waste base rates and by fees paid	The City does not provide funding for this program; Drop-off is available at no cost to residents of Hays County.	Partially funded through solid waste base rates. Partially funded through other sources, including a \$30,000 grant from Edwards Aquifer Authority and Comal County provides up to \$50,000 for disposal.	Department's operating budget: approximately	The program is funded through the City's wastewater utility. It is not funded by Solid Waste rates or budgets.

	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Richardson	Round Rock
COMMERCIAL OVERVIEW							
Service Provider City, Private Hauler, or Open Market	Private; Exclusive franchise with Texas Disposal Systems	Private; Open franchise for commercial and multifamily landfill trash and recycling services. The City currently has eight non-exclusive	Private; Exclusive franchise with Waste Connections for commercial landfill trash service. Recycling services are open franchise.	Private; Exclusive franchise with Texas Disposal Systems for commercial landfill trash service. Recycling services are open franchise.		City provides commercial landfill trash service. Recycling services are open franchise.	Private; Open franchise for commercial and multifamily landfill trash and recycling service
Commercial Rates							
andfill trash service average monthly rate per cubic yard (including collection and disposal). Data is based on rates for 6 and 8 cubic yard ront load dumpster service.	\$4.40	Rates vary by hauler.	\$3.41	\$3.87	\$2.72	\$3.91	Rates vary by hauler.
Commercial Services							
MSW services provided to commercial customers:							
andfill trash	Provided exclusively by TDS for in-City customers. Provided via an open market system for out-of- City customers.	Provided through open franchise system.	Provided exclusively by Waste Connections	Provided exclusively by TDS.	Provided by the City.	Provided by the City.	Provided through open franchise system.
Recycling	Provided exclusively by TDS for in-City customers. Provided via an open market system for out-of- City customers.	Provided through open franchise system.	Provided through open franchise system. Most customers currently contract with Waste Connections.	Provided through open franchise system.	Provided by the City.	Provided through open franchise system.	Provided through open franchise system.
Organics	Not provided in-City. Open market for out-of-City if hauler chooses to provide service.	Provided by open franchise system if the hauler chooses to provide service. A challenge to providing service may be a lack of available space for additional collection containers.	Provided by open franchise system if the hauler chooses to provide service.	Provided by open franchise system if the hauler chooses to provide service.	The City will collect brush and limbs for additional fees through a call-in collection service.	Provided by open franchise system if the hauler chooses to provide service.	Provided by open franchise system if the haul chooses to provide service.

	Coorgotouun	Coder Bark	Fricco	Kula	Nous Brounfold	Richardson	Round Rock
MULTIFAMILY OVERVIEW	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Richardson	
Definition of multifamily customers:	Multifamily bouring units are these bouing	Multifamily housing units are those that do not	Conorally, multifamily systemate /residents are	Buildings with multiple housing units that are on	2 Buildings with five or more housing units are	Multifamily systematic are apartment complexes	Constally, properties with five or more residen
Jennicion of multifamily customers.	, , ,	, .	Generally, multifamily customers/residents are			Multifamily customers are apartment complexes	
		charged for utilities individually (all apartment	considered those that do not have individual	single meter for City utilities are considered	considered multifamily.	and duplexes.	units. In most cases, a multifamily
	as assisted living and long-term care facilities.	complexes), or condominiums which contract	utility bills with the City.	multifamily.			property/complex pays City utilities. Individua
		through their HOA for services, and are serviced					multifamily residents do not pay utilities direct
		by franchise haulers. Four-plexes with individual					to the City.
		utility bills would be serviced by City residential					
		services.					
Service Provider	Private; Exclusive franchise with Texas Disposal	Private; Open franchise for commercial and	Private; Exclusive franchise with Waste	Private; Exclusive franchise with Texas Disposal	City provides services.	City provides commercial and multifamily landfill	Private; Open franchise for commercial and
City, Private Hauler, or Open Market	Systems	multifamily landfill trash and recycling services.	Connections for commercial and multifamily	Systems for commercial and multifamily landfill		trash service. Recycling services are open	multifamily landfill trash and recycling services
erty, i mate nadiel, of open market		The City currently has eight non-exclusive	landfill trash service. Recycling services are open			franchise.	inditionally landing trading between
			franchise.	franchise.		nanciise.	
		franchise agreements.	franchise.	franchise.			
Multifamily Rates							
Aultifamily rate structure	Multifamily customers are subject to commercial	Pates yary by bauler	Multifamily customers are subject to commercial	Multifamily customers are subject to commercial	Most multifamily residents nay residential base	Multifamily customers are subject to commercial	Pates yany by bauler
violentiny rate structure		Rates valy by flatier.					Rates valy by flatief.
	service rates.		service rates.	service rates.		service rates.	
					apartment units are individually metered. For		
					some properties, managers pay the City		
					commercial rates.		
Multifamily Services							
MSW services provided to multifamily customers:							
Landfill trash	Provided by exclusive franchise system.	Provided via an open franchise system.	Provided exclusively by Waste Connections.	Provided exclusively by TDS.	Provided by the City, primarily with commercial front load dumpsters.	Provided by the City.	Provided through open franchise system.
Recycling	Provided by exclusive franchise system.	Provided via an open franchise system.	Provided through open franchise system. Most	Provided through open franchise system.	Not provided by the City.	Provided through open franchise system.	Provided through open franchise system.
			customers currently contract with Waste				Currently, multifamily property owners may
			Connections.				choose whether to provide recycling service. T
							City is in the process of considering adopting a
							multifamily recycling ordinance requiring
							provision of recycling for multifamily residents.
							provision of recycling for multilanity residents.
Bulky Waste	Not provided	If provided, each multifamily property would	If provided, each multifamily property would	If provided, each multifamily property would	Management arranges for the call-in bulk	If provided, each multifamily property would	If provided, each multifamily property would
builty waste	Not provided	contract directly with a hauler.	contract directly with a hauler.	contract directly with a hauler.		contract directly with a hauler.	contract directly with a hauler.
Organics	Not provided	If provided, each multifamily property would	If provided, each multifamily property would	If provided, each multifamily property would	Not provided by the City.	If provided, each multifamily property would	If provided, each multifamily property would
organics	Not provided		contract directly with a hauler.		Not provided by the city.		
		contract directly with a hauler.		contract directly with a hauler.		contract directly with a hauler.	contract directly with a hauler.
HHW & Special Wastes		The City's program is available to multifamily	The City's program is available to multifamily	Multifamily residents have access to the San	The City's program is available to multifamily	The City's program is available to multifamily	The City's program is available to multifamily
	residents.	residents.	residents.	Marcos' HHW program partnership with Hays	residents.	residents.	residents.
				County.			
Similarities or differences to single-family residential and commercial	Multifamily services are provided in the same		Multifamily services are provided in the same	Multifamily customers are responsible for	Multifamily complexes do not receive weekly	Single Family has the benefit of BABIC (Brush and	Multifamily services are provided in the same
services	manner as commercial services.		manner as commercial services. Residents are	transporting their landfill trash and recycling	recycling service or	Bulky Item Collection) and recycling provided by	manner as commercial services.
			eligible for the City's HHW program.	material from their home to collection dumpsters	s. green waste service from the City. The complexes	the City. Multifamily and commercial are similar i	n
				There are no other special services or methods.	are serviced via a frontload collection platform like	that the City only collects landfill trash.	
					commercial customers.		
Challenges for Multifamily Sector							
Description of challenges City has experienced related to provision of	The City has had difficulty obtaining data specific	Some residents have expressed the desire to	The City has an ordinance requiring multifamily	None	In the older complexes there is limited space to	Some multifamily would like the same services as	Some multifamily residents have requested
services for Multifamily customers.	to multifamily customers because they are	receive the same services as single-family	properties to provide recycling service. This		access containers. Billing is done by New Braunfel	single family (big and bulky item collection and	recycling service to be provided. There have al
. ,	currently treated and tracked in the same manner		ordinance has been difficult to enforce.		Utilities (NBU) which is not part of the municipal		been concerns about solid waste container
	as commercial customers. Recycling participation		chanalite has been annealt to enrorte.		government. Some of the multifamily complexes		screening and the space required for container
	is low for the multifamily sector.				are billed as commercial paying dumpster rates		servering and the space required for container
	is low for the multianity sector.						
					and others the tenants are billed at the residential		
					rate and serviced by dumpster. All units are		
					individually metered.		

PUBLIC SPACES AND SPECIAL EVENTS	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Richardson	Round Rock
PUBLIC SPACES OVERVIEW							
Description of landfill trash and recycling services for public spaces (e.g., public parks, trails, etc.)	City crews from the Parks and Recreation Department and Community Service and Restitution (CSR) workers provide collection of landfill trash and recycling in the City's parks and public spaces and transported directly to the transfer station. Landfill trash collection is provided in all public spaces but recycling collection is limited.	The City's hauler provides landfill trash service to all City facilities per contract, including public spaces, parks, and trails. The City recently began providing recycling in addition to landfill trash collection at City swimming pools. They are in the process of purchasing equipment to implement recycling at City parks and along trails.	Services in public spaces are provided by the City with the same carts as residential services.	public spaces. Recycling is not provided. City	Landfill trash services are provided in public spaces. Recycling is not provided. The downtown area has 24 decorative containers serviced by the City and parks have 55 gallon barrels and 96 gall carts. Dumpsters are provided and serviced by the City.		<ul> <li>Public spaces receive daily service/collection of recycling and landfill trash receptacles in most places. The City's Parks Department crews colle material from containers and place in dumpsters on City property. The City's contractor then collects material from a single location. Per the contract, the contractor services dumpsters for City facilities.</li> <li>The City (Parks Department) has a dedicated employee to monitor and manage solid waste in the Downtown area.</li> </ul>
Description of MSW services in a Downtown-type area, if different from other commercial service provision	The City does not currently have special services for Downtown customers, but is actively working to develop enhanced services for this area to alleviate challenges detailed in Section 8.0 of the CSWMP.	There is no special or Downtown service district.	The City does not have a special service district fo solid waste.	serviced in the same manner as City parks for	The downtown has 24 decorative containers serviced by the City. There are challenges due to a inadequate container capacity and having enough room in the downtown area for maneuverability.	the Solid Waste Division (not Parks) on a regular	Currently, commercial services in the Downtown area are provided in the same manner as service for other commercial customers. Providing services in the Downtown areas is challenging du to space constraints and limited capacity. The City is in the process of considering implementin a 4-block special service district to be services with compactors and carts.
MSW services for special events	For large special events, such as the Red Poppy Festival, the City works in close partnership with its MSW contractor to provide landfill trash and recycling services. For smaller permitted private events held in parks, there are no MSW requirements. Event holders typically use existing landfill trash containers at parks and pavilions. If they wish to recycle at their event, they typically must haul material on their own.	provides additional landfill trash and recycling bins, per contract. The City may also provide extra landfill trash and recycling containers per request if possible, such as at National Night Out	includes a calculation of how many landfill trash	In the next contract, the City would like to include more participation by the contractor for special	g department provides dumpsters, carts and recycling containers which are all of that is picked e up during the event by City staff and removed by		Per the City's contract, the contractor provides additional collection containers for City events.
Mobile generators (e.g., food trucks)	Permanent food trucks within the City contract for services in the same manner as other commercial customers. For special events, food truck operators contract directly with the City's MSW services contractor.	Not reported.	The City has one location where food trucks are permitted and solid waste services are provided to this area by the City's hauler.	The City has an ordinance requiring mobile generators them to be in proximity to restroom and waste facilities, but there are not many mobile generators. There are no challenges.	Typically, there is an agreement between the mobile generator and the property owner that they will use the property owners solid waste containers. The solid waste department is not always aware when a mobile generator is issued a permit for operation.	Richardson has one Food Truck Park serviced by 8yd front load containers which are collected by the City.	Not applicable
Ordinances or permit requirements related to solid waste and recycling in public spaces	Not currently. The City plans to work to incorporate solid waste planning into the event permitting process. The City has established the annual Red Poppy Festival as a zero waste event, achieving about 70 percent MSW diversion.	None	Special events are required to provide both landfill trash and recycling. There are no ordinances in place for day to day MSW management. However, it is a priority to the City to make sure both landfill trash and recycling are provided.	None	Haulers must be permitted by the City (Code of Ordinances, Sec. 110-12)	None	None
Challenges for MSW services in public spaces	Container overflow and windblown litter are continuous issues in parks and other public spaces. The primary objective is to educate visitors and residents to place material inside a container. City crews have difficulty distinguishing landfill trash from recycling bags after collection from containers because the same type/color of bag is used for both.	None	The largest challenge is getting the public to recycle properly when in public spaces. Improper recycling has led to very high contamination of public recycling.	No	The primary challenge has been a lack of adequate capacity to handle the volume of material generated.	None	

	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Richa
ORDINANCES & INITIATIVES						1
Ordinances or initiatives the City has related to:						
(percentage-based or other)	The City has set goals to prioritize identifying and implementing alternatives to landfill disposal, and develop MSW management methods consistent with the waste management hierarchy. The City will develop specific goals for each sector after baseline data is established.	Waste Diversion Master Plan which will include	The City does not have specific goals. Waste reduction has increased annually through current services provided.		The City is currently developing a 20 year CSWMP to address these issues.	Not ap
Other waste diversion, reduction and/or recycling related ordinances or initiative, or city-wide sustainability efforts		See above response regarding plan development.		buildings and work spaces. The City has unofficial	After the CSWMP is adopted there will be an effort to initiate a multifamily and commercial recycling requirement.	The Ci partici

chardson	Round Rock
t applicable	None
e City works to increase recycling tonnage and rticipation while reducing contamination.	The City makes efforts toward sustainability but does not have any established goals or policies.

	Georgetown	Cedar Park	Frisco	Kyle	New Braunfels	Richardson	Round Rock
DINANCES & INITIATIVES							
anning review process for solid waste and recycling infrastructure	,	Space for landfill trash and recycling containers is reviewed during the site plan review process. It is part of the City's building code and planning process.			and compliance with current ordinances/requirements.	The City has ordinances describing minimum requirements for solid waste and recycling front- load dumpster and roll-off enclosures. Container must be on concrete pad, minimum of six feet in height, container screened from view, and allow for adequate space for vehicle maneuvering [Ch. 19, Art. II, Sec. 19-30].	s screening. The City is considering a new ordinance that would also require incorporatio
nnual funding dedicated to MSW public education and outreach	Some outreach is included in contract terms and covered under cost of contract, and additional education and outreach is provided by City staff as needed or planned.	Not reported.	Approximately \$250,000 annually.	Education and outreach is meant to be accomplished through the City's contractor (TDS) per the service contract, but contract requirements are not robust. The contractor does some education work in schools and at festivals and market days. The City works with the contractor on an as-needed basis when communications are needed. There is not a specific budget item for education and outreach.	\$10,000 to \$16,000 annually.	Not reported.	City employees conduct most public education and outreach, including maintaining the City's solid waste website, and heavy use of social media resources. The main cost is staff time. P contract, minimal public education and outreac is required from the contractor.
Overview of MSW-related organizational structure and staffing levels	Environmental Services Department. The ESD	commercial and multifamily services are provided	Collection is provided through Waste Connections and other haulers. City employees include those in roles dedicated to education, customer service, and crews conducting the HHW program, delivery of carts, and collecting missed items.	staff. TDS provides services per the contract and City utility billing handles customer questions. The City bills residential customers for service and TDS bills all other customers directly.	Public Works Director. Solid Waste has six sub-	Supervisors, Coordinator, and 63 operational employees.	Approximate equivalent of four full time employees perform solid waste responsibilities: FTE in parks for Downtown monitoring; 2.5 FTEs for the recycling drop off center, monthly HHW collection, and some public space and City facili recycling; 0.5 FTE from the Environmental Department provides additional support for soli waste.





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Page 677 of 851

### City of Georgetown, Texas City Council Regular Meeting May 14, 2019

### SUBJECT:

**Public Hearing** and **First Reading** of an Ordinance on a request for a **Comprehensive Plan Amendment** to **change** the **Future Land Use designation from Low Density Residential to Moderate Density Residential** on an approximately **112.85-acre** tract in the William Addison Survey, Abstract No. 21, generally located at 4301 Southwestern Blvd, to be known as **Patterson Ranch** -- Andreina Dávila-Quintero, AICP, Current Planning Manager

#### ITEM SUMMARY:

#### **Overview of the Applicant's Request:**

The applicant is requesting to amend the Future Land Use Map from Low Density Residential (LDR) to Moderate Density Residential (MDR) for approximately 112.85 acres located near the northeast corner of Southwestern Blvd. and CR 110.

#### Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets the criteria established in UDC Section 3.04.030 for a Comprehensive Plan Amendment, as outlined in the attached staff report.

#### **Public Comments:**

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 31, 2019). To date, staff has received zero (0) written comments regarding the application.

#### Planning and Zoning Commission (P&Z) Action:

At their meeting on May 7, 2019, the P&Z recommended approval of the request.

FINANCIAL IMPACT: None. The applicant has paid all required fees.

SUBMITTED BY: Chelsea Irby, Senior Planner

ATTACHMENTS:

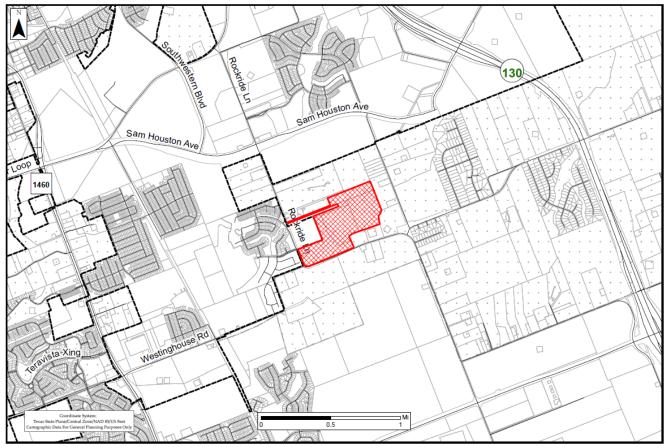
2019-2-CPA - P&Z Staff Report Exhibit 1 - Location Map Exhibit 2 - Future Land Use Map Exhibit 3 - Letter of Intent Ordinance with Exhibits



## **Planning and Zoning Commission Planning Department Staff Report**

Report Date:	May 3, 2019	
Case No:	2019-2-CPA	
Case Manager:	Chelsea Irby, Senior Planner	
Item Details		
Project Name:	Patterson Ranch	
Project Address:	4301 Southwestern Blvd, near the corner of Southwestern Blvd and CR 110	
Total Acreage:	112.85	
Legal Description:	112.85 acres in the William Addison Survey, Abstract No. 21	
Applicant:	Matkin Hoover Engineering c/o Matt Synatschk	
Property Owner:	Glenn Patterson	
Request:	Comprehensive Plan Amendment to change the Future Land Use designation from	
	Low Density Residential to Moderate Density Residential	

**Case History:** This is the first public hearing for this case.



Location Map

### **Overview of Applicant's Request**

As stated in the applicant's Letter of Intent (*Exhibit 3*), the applicant has initiated a request to change the Future Land Use category of approximately 112.85 acres from the Low Density Residential (LDR) category to the Moderate Density Residential (MDR) category. The applicant is requesting the Comprehensive Plan Amendment to support the Annexation with Zoning application (2019-3-ANX). The applicant's intent is to develop a residential subdivision with supporting commercial uses. The applicant's request for Residential Single-Family (RS) and General Commercial (C-3) zoning upon annexation is not consistent with the Low Density Residential (LDR) Future Land Use category because the LDR category is intended for densities under three swelling units per acre. Therefore, the applicant is submitting this Comprehensive Plan Amendment (CPA) to change the Future Land Use Map to a category consistent with the proposed use of the subject property.

The CPA application will precede the associated Annexation with Zoning application to allow the Commission and Council to fully evaluate and determine the appropriateness of the Future Land Use category on this site. If the Commission and Council deny this CPA request, the subsequent Annexation with Zoning request would also not be consistent with the current Future Land Use category.

### Site Information

### Location:

The property is located in the City's ETJ, south of Sam Houston Ave and west of SH-130. More specifically, the property is located near the intersection of Southwestern Blvd and CR 110.

### **Physical and Natural Features:**

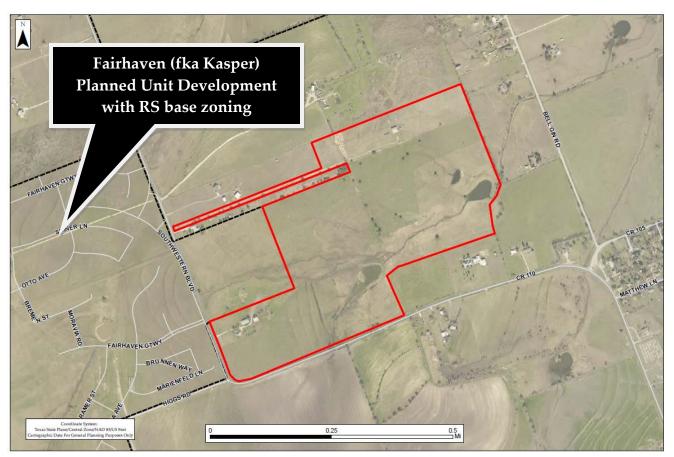
The property is currently undeveloped with a single-family structure. It has little tree cover and has a water feature (small pond and creek) that runs through the middle of the property.

### **Surrounding Properties:**

The surrounding area was generally undeveloped farmland, but has recently started to development into residential subdivisions. Two large subdivisions nearby are Fairhaven (fka Kasper) to the west and Saddlecreek to the north. Below is a summary of the zoning, Future Land Use, and existing use of the adjacent properties.

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE	
North	N/A - ETJ		Undeveloped single family	
South	N/A - ETJ		Undeveloped, single-family	
East	N/A - ETJ	Low Density Residential	homes	
West	PUD with a base district of Residential Single- Family (RS), and Public Facilities (PF)	(LDR)	Fairhaven (fka Kasper) residential development and Georgetown ISD school site	

### **Planning Department Staff Report**



### **Property History**

Aerial Map

This is the first development application for this property. Until this time, it has been family land belonging to the Patterson Family.

### Transportation

The subject property is situated at the northeast corner of Southwestern Blvd (a Minor Arterial roadway) and CR 110 (a Major Arterial roadway). At the time of platting, ROW dedication on Southwestern Blvd and CR 110 would be required. Platting would also require additional roadway to be constructed to support the residential development.

### **Minor** Arterials

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Minor Arterials connect lower functional classifications and major arterials and tend to be shorter in distance.

### Major Arterials

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over

greater distances.

### Utilities

The subject property is located within the Jonah SUD service area for water, and Oncor service area for electric. The City of Georgetown will be the wastewater provider upon approval of the Annexation (2019-3-ANX). It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation will be required at time of Subdivision Plat and Site Development Plan to determine capacity and any necessary utility improvements.

### 2030 Comprehensive Plan

### Future Land Use:

The 2030 Future Land Use category for the property is Low Density Residential. A portion of the property is also located with the Community Commercial node at the intersection of CR 110 and Southwestern Blvd. This request does not include changing the Community Commercial designation and the node will remain in place.

The Low Density Residential 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.

### Growth Tier:

The subject property is located in Growth Tier 2. *Tier* 2 lies outside the city limits, but within the City's Extraterritorial Jurisdiction (ETJ). When the Comprehensive Plan was written in 2008, it was anticipated this area likely will be needed to serve the city's growth needs over the next 10-20 years. Until annexation occurs, City land use and development controls are limited to subdivision review and signage, and in some cases building permits where City utilities are connected to new construction. However, the City may consider requests for annexation, extension of City services, and rezonings in this area. The City should first examine such requests based on objective criteria, such as contiguity (Policy 3A.2) and then require applicants to conduct a comprehensive impact assessment demonstrating that impacts can be adequately mitigated.

### **Proposed Future Land Use Category**

The applicant is seeking to change the Future Land Use category from Low Density Residential (LDR) to Moderate Density Residential (MDR).

As defined in the 2030 Comprehensive Plan, This land use category comprises single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross

acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes).

As in the preceding category, the Moderate-Density Residential 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.

### Inter Departmental, Governmental, and Agency Comments

The proposed amendment was reviewed by the applicable City departments. No comments were issued regarding the amendment request.

### Staff Analysis

The Future Land Use Plan is a component/element of the 2030 Plan. It is a holistic view of Georgetown and provides guidance for land uses in a more broad based approach (as opposed to zoning). The Future Land Use Map provides guidance for zoning decisions. It does not necessarily reflect the present use of land or existing zoning district designations. Rather, the Future Land Use Map depicts the array and distribution of land uses as they are expected to exist in 2030.

The UDC identifies that amendments to the 2030 Plan may be considered when the request maintains sound, stable, and desirable development that is consistent with the goals and policies of the 2030 Plan. Below is a summary of land use goals stated within the 2030 Plan used to evaluate this request:

- Promote sound, sustainable, and compact development patterns with balanced land uses, a variety of housing choices, and well integrated transportation, public facilities, and open space amenities.
- Attract desired forms of balanced development, creating quality urban, suburban, and rural places that offer a choice of setting and lifestyle.
- Encourage residential developments that are well-connected to the larger community, planned and designed to complement the heritage and natural character of the City, and offer a variety of housing types and price ranges.
- Encourage sound, compact, and quality growth, including pedestrian-friendly development patterns that incorporate mixed-uses, a variety of densities, and resource conservation while accommodating public transportation, alternative fuel vehicles, biking, and walking as convenient substitutes for automobile use.
- Encourage the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure.

Additionally, the UDC establishes approval criteria in analyzing the long term effects of a Comprehensive Plan Amendment. Staff has reviewed the proposed request and has found that it **complies** with the criteria established in UDC Section 3.04.030 for a Comprehensive Plan Amendment, as outlined below:

### **Planning Department Staff Report**

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is		An application must provide the
complete and the		necessary information to review and
information contained		make a knowledgeable decision in order
within the application is	Complias	for staff to schedule an application for
sufficient and correct	Complies	consideration by the Planning and
enough to allow adequate		Zoning Commission and City Council.
review and final action;		This application was reviewed by staff
		and deemed to be complete.
2. The Amendment		The proposed amendment to the Future
promotes the health,		Land Use map promotes orderly
safety or general welfare		development because it is consistent with
of the City and the safe	Complies	the development trends of the
orderly, and healthful		surrounding area and supports the
development of the City.		Community Commercial node planned
		at Southwestern Blvd. and CR 110.

In addition to the approval criteria above, Section 3.04.030.B of the UDC contains the following guidelines when considering an amendment.

APPROVAL CRITERIA	STAFF COMMENTS
1. The need for the proposed change;	The applicant states there is a need for the proposed amendment to support the Annexation and Zoning that are being requested to accommodate the intended development on the subject property (2019-3-ANX). The zoning category of Residential Single-Family is most appropriate in the Moderate Density Residential (MDR) Future Land Use category due to the allowed density of the zoning.
	Staff has identified this area as one that will need to be reviewed during the City-initiated Comprehensive Plan Update process due to the development that has occurred since the designation of Low Density Residential.
2. The effect of the proposed change on the need for City services and facilities;	The proposed amendment would change the required demand for additional service and facilities. The zoning districts that are suitable in suitable in the Moderate Density Residential areas, like Residential Single-Family (RS) have a minimum lot size of 5,500 square feet. This would also be a greater density that what would be anticipated for the Low Density Residential areas. This level of density is consistent with the surrounding areas and suitable infrastructure has been extended to serve those adjacent developments.
<ol> <li>The compatibility of the proposed changes with the existing uses and development</li> </ol>	This designation change would still be compatible with the nearby properties and character of the area. The two major residential developments that are to the north and west

APPROVAL CRITERIA	STAFF COMMENTS
patterns of nearby property and with the character of the neighborhood; and	have a Planned Unit Development (PUD) with a base zoning district of Residential Single-Family (RS) and have developed at a density that is compatible with the Moderate Density Residential (MDR) Future Land Use category, which is 3 to 6 dwelling units/acre, as well as the proposed density of the development on the subject tract. Additionally, the increase in density support the Community Commercial node that is designated at
	Southwestern Blvd. and CR 110.
4. The implications, if any, that the amendment may have for other parts of the Plan.	The proposed amendment would facilitate the type of development that is trending on the east side of IH-35. The subject property is approximately 3.5 miles east of IH-35. There are many different development types on the east side of IH-35 including, Teravista, Gatlin Crossing, Fairhaven (fka Kasper), and Saddlecreek. Each of these subdivisions are developing at a density that is consistent with the Moderate Density Residential designation, which is appropriate given the proximity to a two existing freeways (IH-35 and SH-130).

In summary, staff finds the proposed change from Low Density Residential (LDR) to Moderate Density Residential (MDR) is appropriate because is compatible with the development trends of the area.

# **Public Comments**

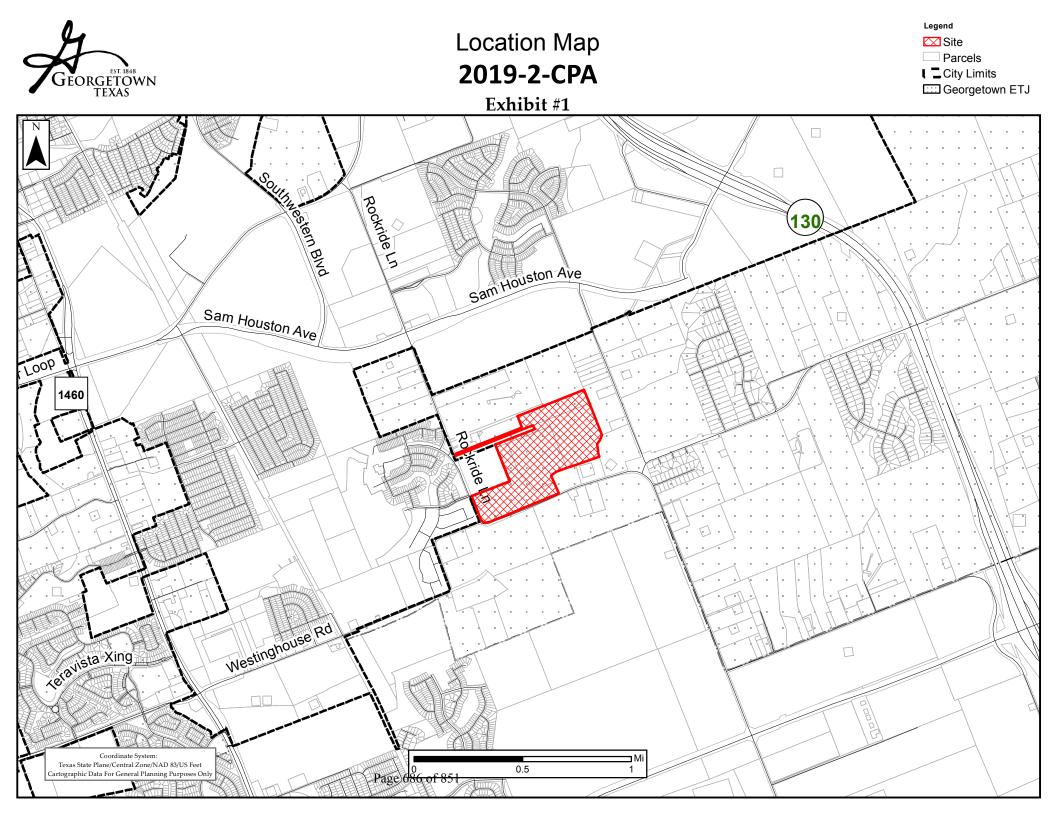
As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 31, 2019). To date, staff has received zero (0) written comments regarding the application.

# **Meetings Schedule**

April 16, 2019 – Planning and Zoning Commission Public Hearing and Recommendation May 14, 2019 – City Council Public Hearing and First Reading of the Ordinance May 28, 2019 – City Council Second Reading of the Ordinance

# Attachments

Exhibit 1 – Location Map Exhibit 2 – Future Land Use Map Exhibit 3 – Letter of Intent



Georgetown Texas

Future Land Use / Overall Transportation Plan

2019-2-CPA

Exhibit #2

Legend Site Parcels City Limits Georgetown ETJ



MATKIN HOOVER Engineering & surveying

February 20, 2019

Ms. Sofia Nelson, CNU-A Planning Director City of Georgetown TX

Dear Ms. Nelson,

Matkin Hoover is submitting this application for an amendment to the City of Georgetown's 2030 Comprehensive Plan on behalf of the property owner and developer for an area of land located in the southeast corner of the City's ETJ. This application is filed concurrently with a request for annexation and zoning.

The Future Land Use Plan designates this area as an area of Low Density Residential (LDR) use. Our request is to amend the map to reflect a development category of Moderate Density Residential (MDR).

The current Future Land Use Plan, a component of the 2030 Comprehensive plan was adopted in 2008, when this area was primarily rural and mostly located in the City of Georgetown Extra Territorial Jurisdiction. Several limiting factors contributed to the designation, including limited transportation facilities and limited access to public sewer infrastructure.

The City of Georgetown adopted the Overall Transportation Plan in 2008 as part of the 2030 Comprehensive Plan. In 2015, the OTP went through a revision to better address the growth patterns of the City and the ETJ. Some of the changes included changing the identification of key roadways throughout the community, and potential future alignments. In addition, Williamson County adopted its Long Range Thoroughfare Plan in 2009, with amendments adopted in 2013. The changes to road classifications in this area lend themselves to a higher density of residential and commercial development. Furthermore, the current expansion of FM 1460 and future expansions of other key roadways in the area provide a larger transportation network, suited for higher capacity, ideal for moderate density residential development.

Continued growth in the region has driven expansion of the City's wastewater infrastructure, providing service for residential and commercial developments. The infrastructure also supports civic facilities, including the proposed school at the northeast corner of the primary intersection.

The proposed comprehensive plan amendment promotes the health, safety and general welfare for the City by providing an orderly development in a region of the City that is growing rapidly. The area is composed mostly of smaller lot residential subdivisions, including the new Kasper property to the west and Saddlecreek to the north. A new elementary school is proposed at the intersection, which will be supported by higher density developments in the area. The expanding transportation network and growing commercial services in the area support a larger population in the region.

The proposed change is necessary to support the growth patterns seen in the region and limits the impact on City services. New sewer facilities are being constructed in the area to serve the new residential developments, reducing the impact of the higher density development on the overall system.

MATKIN HOOVER ENGINEERING & SURVEYING - 8 SPENCER ROAD, SUITE 100 - BOERNE, TEXAS 78006 - OFFICE (830) 249-0600 - FAX (830) 249-0099 - TBPE Firm #4512 - www.matkinhoover.com



In addition, the water service for the general subject area is provided by the Jonah Water Special Utility District, which limits the impact on the Georgetown Utility Systems service network.

Our analysis of the 2030 Comprehensive Plan, the Unified Development Code and development changes within the defined area warrants a designation change from the existing Low Density Residential category to the Moderate Density Residential category. We appreciate the opportunity to present this project.

Sincerely,

Matt Synatschk Matkin Hoover Engineering and Survey

#### ORDINANCE NO.

An Ordinance of the City Council of the City of Georgetown, Texas, amending the 2030 Comprehensive Plan Future Land Use Plan to change the land use designation from Low Density Residential to Moderate Density Residential for 112.85 acres, more or less, in the Williams Addition Survey, Abstract No. 21, to be known as Patterson Ranch; 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 2030 Comprehensive Plan Future Land Use Plan; and

Whereas, public notice of such hearing was accomplished in accordance with State Law, the 2030 Comprehensive Plan, 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 May 7, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested comprehensive plan amendment; and

Whereas, the City Council, at a meeting on May 14, 2019, held an additional public hearing prior to taking action on the requested comprehensive plan amendment.

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 2030 Comprehensive Plan – Future Land Use Plan is hereby amended from the Low Density Residential to Moderate Density Residential for 112.85 acres, more or less, in the William Addition Survey, Abstract No. 21, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Graphical depiction of the property) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in

Ordinance Number: \_\_\_\_\_ Description: Patterson Ranch CPA Date Approved: May 28, 2019 Page 1 of 2 Case File Number: 2019-2-CPA Exhibits A-B Attached 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.

<u>Section 5</u>. 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 14<sup>th</sup> day of May, 2019.

APPROVED AND ADOPTED on Second Reading on the 28th day of May, 2019.

THE CITY OF GEORGETOWN:

Robyn Densmore, TRMC City Secretary

ATTEST:

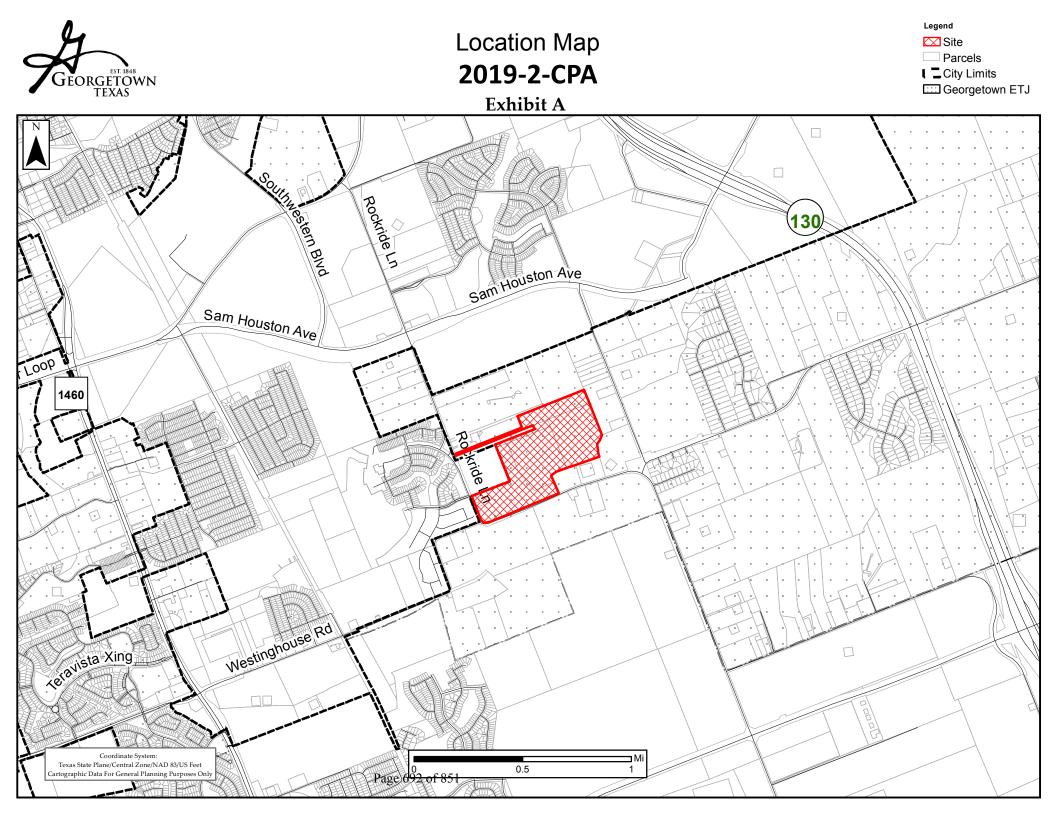
Dale Ross Mayor

APPROVED AS TO FORM:

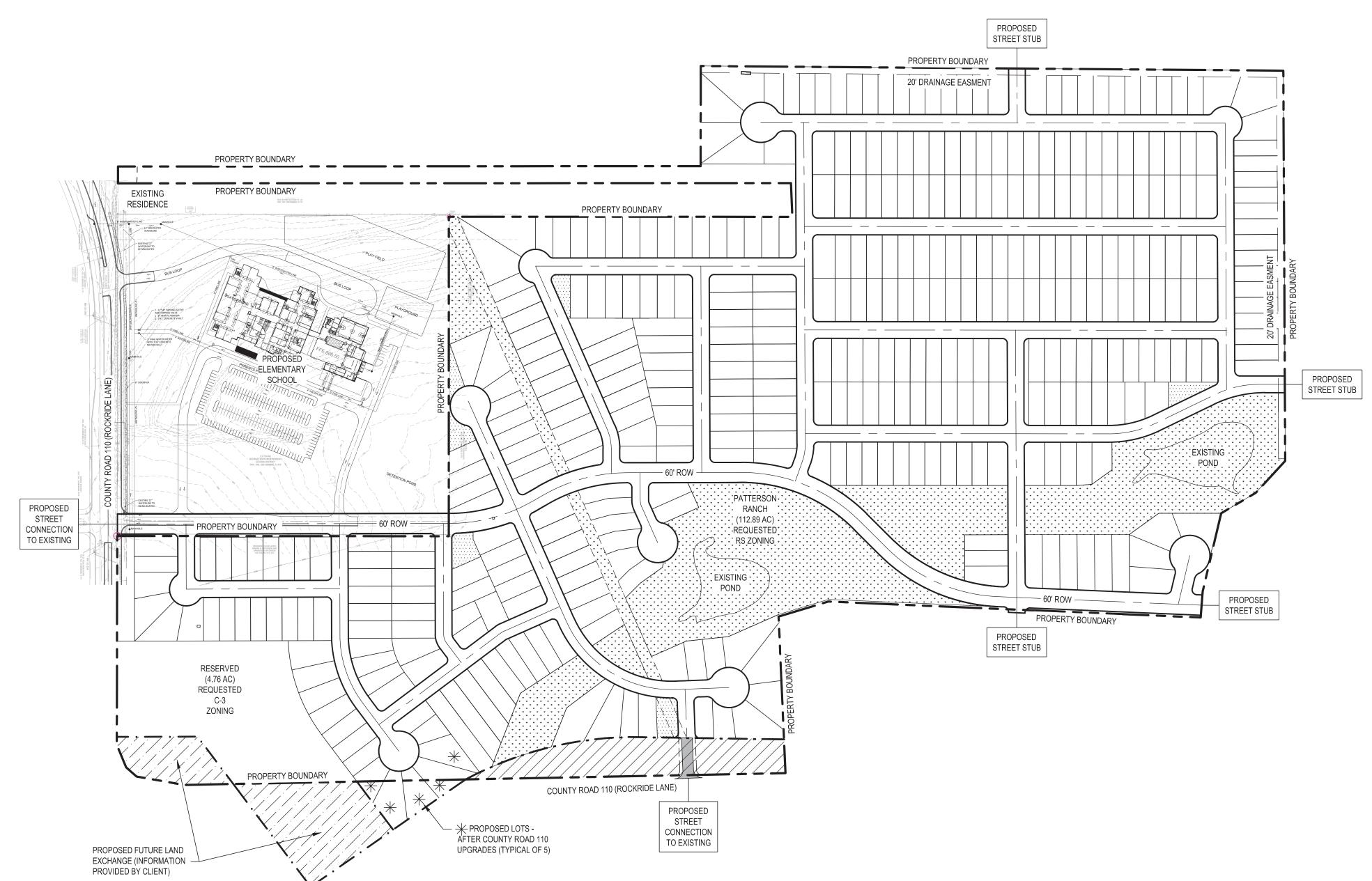
Charlie McNabl	0
City Attorney	

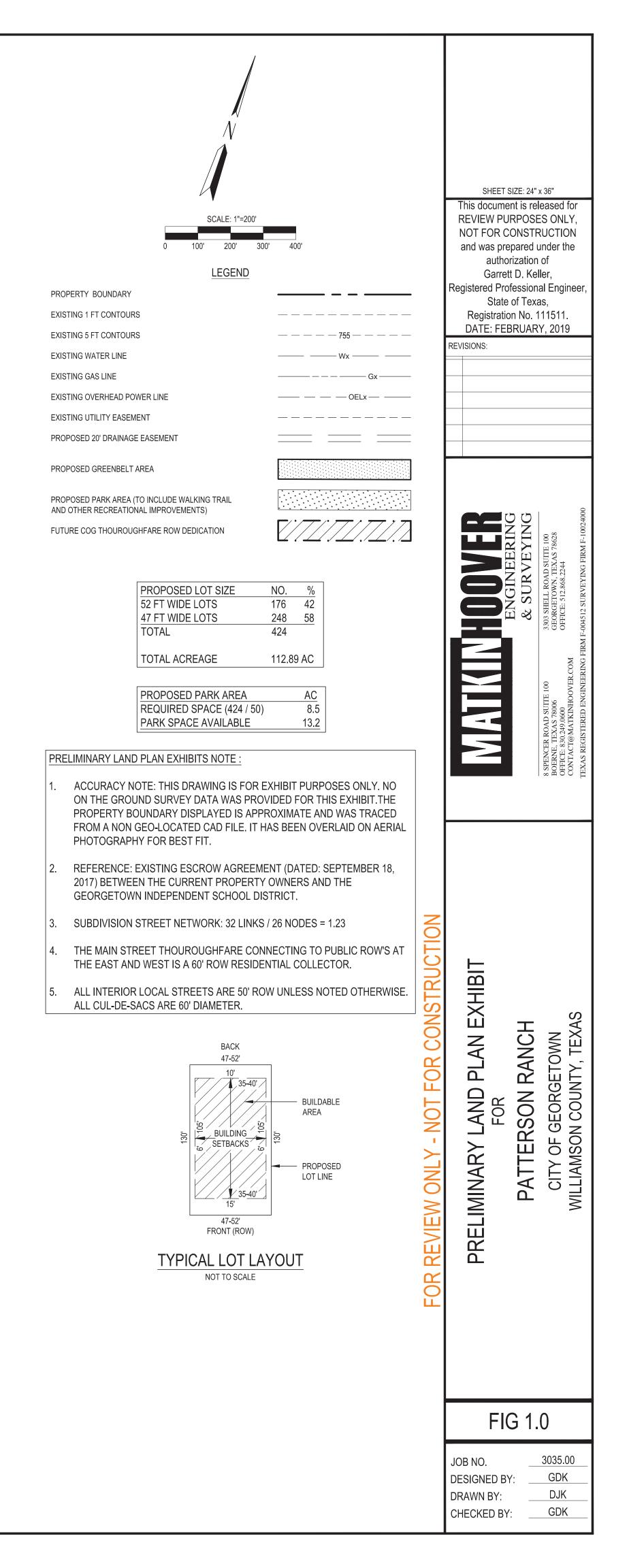
Ordinance Number: \_\_\_\_

Description: Patterson Ranch CPA Date Approved: May 28, 2019 Page 2 of 2 Case File Number: 2019-2-CPA Exhibits A-B Attached









# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

Public Hearing and First 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 100.390acre tract in the Isaac Donagan Survey, Abstract No. 178, generally located at 4901 W SH 29, to be known as Cole Estates -- Andreina Dávila-Quintero, AICP, Current Planning Manager

#### ITEM SUMMARY:

#### **Overview of the Applicant's Request:**

The applicant is requesting to amend the City of Georgetown's Comprehensive Plan to change the Future Land Use designation from Low Density Residential to Moderate Density Residential. The applicant is proposing to develop the 100.39 acre tract of land with 72.958 acres designated for single-family residential, 15.613 acres designated for commercial, and 11.819 acres dedicated for multi-family. Because of this, the applicant is also requesting the designation of Residential Single-Family (RS), Local Commercial (C-1) and Low Density Multi-Family (MF-1) zoning districts upon annexation should this amendment be approved (Case No. 2019-2-ANX).

#### Staff Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC). Staff has determined that the request meets the criteria for approval under Section 3.04.30 of the Unified Development Code as outlined in the attached Staff Report.

#### **Public Comments:**

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper March 31, 2019. As of the publication date of this report, staff has received 0 written comments in favor or in opposition of the request.

#### Planning and Zoning Commission (P&Z) Action:

At their April 16, 2019 meeting, the P&Z unanimously recommended approval of the request.

FINANCIAL IMPACT: None. The applicant has paid the required application fees.

SUBMITTED BY: Michael Patroski, Planner

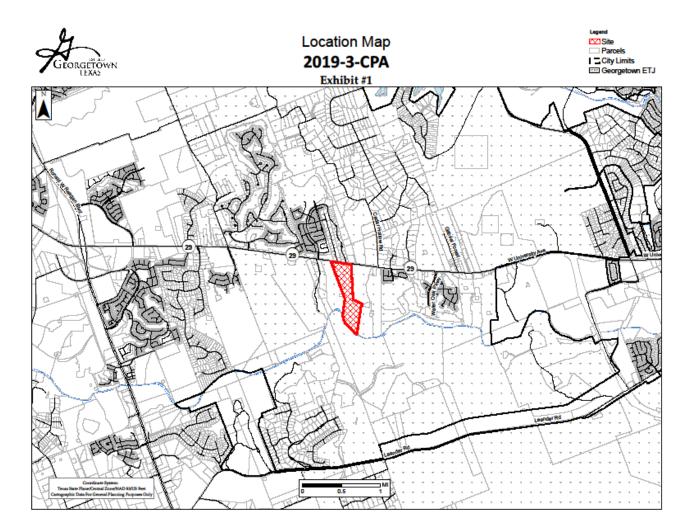
ATTACHMENTS:

2019-3-CPA - P&Z Staff Report Exhibit 1 - Location Map Exhibit 2 - Conceptual Land Plan Exhibit 3- Future Land Use Map Ordinance Exhibit A-Location Map Exhibit B- Conceptual Land Use Draft



# **Planning and Zoning Commission Planning Department Staff Report**

Report Date:	April 8, 2019
Case No:	2019-3-CPA
Case Manager:	Michael Patroski, Planner
Item Details	
Project Name:	Cole Estates
Project Address:	4901 West Highway 29
Total Acreage:	100.39
Legal Description:	100.39-acres of the Isaac Donagan Survey, Abstract No. 178
Applicant:	Griffith Consulting, c/o James W. Griffith, P.E., RPLS
Property Owner:	Overlook at San Gabriel LLC/ Manager Sathibabu Chakka
Request:	Comprehensive Plan Amendment to change the Future Land Use designation from Low Density Residential to Moderate Density Residential.
Case History:	This is the first public hearing for this case.



# **Overview of Applicant's Request**

The applicant has initiated a request to change the Future Land Use category of approximately 100.39 acres from the Low Density Residential to Moderate Density Residential designation to the subject property Local Commercial (C-1), Low Density Multi-Family (MF-1), and Residential Single-Family (RS) zoning district to develop the property with a mix of uses including residential and commercial. The MF-1 district is not consistent with the current Low Density Residential category, therefore, the applicant is submitting this Comprehensive Plan Amendment (CPA) to change the Future Land Use to a category consistent with the proposed use on the subject property and surrounding area.

The CPA application will precede the associated Annexation with Zoning application to allow the Commission and Council to fully evaluate and determine the appropriateness of the Future Land Use category on this site. If the Commission and Council deny this CPA request, the subsequent Annexation with Zoning request would also not be supported due to its incompatibility with the current Future Land Use category.

# **Site Information**

#### Location:

The subject site is located between Old Creekside Road and the Crescent Bluff Section 1 Subdivision in the City of Georgetown's ETJ.

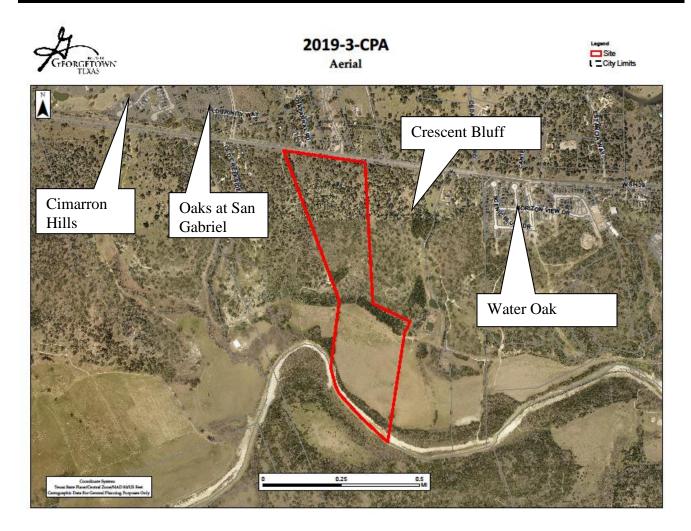
# **Physical and Natural Features:**

The subject site is currently undeveloped. The landscape is predominately flat with a large quantity of trees through the 110.39-acre tract. The South Fork of the San Gabriel River runs through the subject property along its south boundary line.

# **Surrounding Properties:**

The subject site is situated between W SH 29 and South San Gabriel River with predominantly vacant land surrounding the property. However, a variety of residential developments have been approved for the surrounding properties within Municipal Utility District's (MUD) including Crescent Bluff, Water Oak, Oaks at San Gabriel, and Cimarron Hills. As these surrounding properties develop, the subject site's proposed zoning would reflect those developments.

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	ETJ	Moderate Density Residential	Auto Repair Shop
South	ETJ	Open Space	Open Space-South Fork San Gabriel River
East	ETJ	Low Density Residential	Vacant
West	ETJ	Low Density Residential	Vacant



# **Property History**

The subject site is currently located in the City of Georgetown's ETJ. The applicant has submitted an application to have the Future Land Use Map changed to establish a designation of the property to accommodate their proposed concept plan for the 100.39-acre tract of land.

A Preliminary Plat was approved for the subject property for single-family residential and commercial development; however, this Preliminary Plat expired in February 2019. Since this time, the applicant has decided to revise the project to allow for more and higher density development tan what was previously approved, and reinitiate the entitlement process, thus the reason for this request.

# Transportation

The subject site is currently located along W SH 29, an existing major arterial in accordance with the City's Overall Transportation Plan. The frontage for this property along W SH 29 is an estimated 706.5 feet. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

# Utilities

The subject site is located within the City's service area for water. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electric. If this site is to be annexed, the property will be in City's service area for wastewater. There is capacity in the current line because of the city's investment in the South San Gabriel Interceptor. A Utility Evaluation will be required at the time of Subdivision Plat and Site Development Plan to determine capacity and any necessary utility improvements.

#### 2030 Comprehensive Plan

# Future Land Use:

The 2030 Future Land Use category for the site is Low Density Residential. This 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.

# Growth Tier:

The subject site is located within Growth Tier 2(Intermediate Growth Area 10-20 years). Tier 2 is the area within the ETJ where growth and the provision of public facilities are anticipated beyond the next 10 years and where premature, fragmented, leapfrog, or inefficient development is discouraged by the City. Until annexation occurs, land use and development controls are limited to subdivision review and signage, and in some cases building permits where City utilities are connected to new construction. However, the City may consider request for annexation, extension of City services, and rezoning's in this area.

# **Proposed Future Land Use Category**

As shown in Exhibit 2, the applicant is seeking to change the Future Land use category from Low Density Residential to Moderate Density Residential.

This land use category comprise single family neighborhoods that can be accommodate at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes).

As in the preceding category, the Moderate-Density Residential 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.

# Inter Departmental, Governmental, and Agency Comments

The proposed amendment was reviewed by the applicable City departments. No comments were issued regarding the amendment request.

# Staff Analysis

The Future Land Use Plan is a component/element of the 2030 Comprehensive Plan. It is a holistic view of Georgetown and provides guidance for land uses in a more broad based approach (as opposed to zoning). The Future Land Use Map provides guidance for zoning decisions. It does not necessarily reflect the present use of land or existing zoning district designations. Rather, the Future Land Use Map depicts the array and distribution of land uses as they are expected to exist in 2030.

The UDC identifies that amendments to the 2030 Plan may be considered when the request maintains sound, stable, and desirable development that is consistent with the goals and policies of the 2030 Plan.

Below is a summary of land use goals stated within the 2030 Plan used to evaluate this request.

- Promote sound, sustainable, and compact development patterns with balanced land uses, a variety of housing choices, and well integrated transportation, public facilities, and open space amenities.
- Attract desired forms of balanced development, creating quality urban, suburban, and rural places that offer a choice of setting and lifestyle.
- Encourage residential developments that are well-connected to the larger community, planned and designed to compliment the heritage and natural character of the City, and offer a variety of housing types and price ranges.
- Encourage sound, compact, and quality growth, including pedestrian-friendly development patterns that incorporate mixed-uses, a variety of densities, and resource conservation while accommodating public transportation, alternative fuel vehicles, biking, and walking as convenient substitutes for automobile use.
- Encourage the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure.

Additionally, the UDC establishes approval criteria in analyzing the long term effects of a Comprehensive Plan Amendment. Staff has reviewed the proposed request and has found that it partially complies with the criteria established in UDC Section 2.06.030 for a Comprehensive Plan 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 Amendment promotes the health, safety, or general welfare of the City and the safe orderly, and healthful	Partially Complies	The proposed amendment would be in line with <i>Goal 1-Policies and Actions</i> of the Comprehensive Plan by promoting more compact, higher development within

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
development of the City.		appropriate infill locations. While the
		subject site does not fall within the strict
		definition of an infill location due to the
		surrounding undeveloped land, it is located
		within a portion of a city (and outside of its
		jurisdiction) that is seeing exponential
		growth through the development of master
		planned communities. However, Goal 3-
		Policies and Actions aims to limit sprawl and
		promote sustainable patterns of land use,
		particularly along the city's fringe.
		Continuation of Moderate Density
		Residential Development in this portion of
		the city should be taken into consideration,
		particularly as remaining undeveloped
		large tracts of land remain between this site
		and the current city limits. Allowing for
		higher density at each end of a designated
		low density area may further encourage
		sprawl.

In addition to the approval criteria above, Section 3.04.030.B of the UDC contains the following guidelines when considering an amendment:

	APPROVAL CRITERA	STAFF COMMENTS
1.	The need for the proposed	The proposed development for this property includes multi-
	change;	family and approximately 5,500 sq.ft. or larger single-family
		residential lots, with densities ranging between 7 to 14 units
		per acre. The current FLU designation only supports
		residential development ranging between 1.1 and 3 dwelling
		units per acre. To accommodate the proposed development, a
		FLU map amendment is required.
2.	The effect of the proposed	There is currently a 24" waterline along HWY 29 and a
	change on the need for City	recently improved wastewater line along the South San
	services and facilities;	Gabriel River. Both have the capacity to serve the property at
		the proposed Moderate Density Residential development.
3.	The compatibility of the	The proposed amendment would not negatively impact the
	proposed changes with the	immediate surrounding uses as this portion of the City has
	existing uses and development	developed with a mix of uses, including Single-Family
	patterns of nearby property and	Residential and Non-Commercial uses along major arterials.
	with the character of the	This proposal is consistent with the requested Future Land
	neighborhood; and	Use category. If the site were to have its Future Land Use
		Category changed, it would then match the adjacent property
		to the North and East, which have been developed with

	APPROVAL CRITERA	STAFF COMMENTS
		commercial property along the major arterial and single- family residential neighborhoods next to or behind the commercial uses.
4.	The implications, if any, that the amendment may have for other parts of the Plan.	This site is located at a place within the ETJ where growth and the provisions of public facilities has not been anticipated for approximately the next 10 years. While the proposed Future Land Use would allow a range of uses, careful consideration should be given to the development pattern from the city core to the outer fringe. Consideration should also be given to the appropriateness of Low Density Residential in the City's outer fringe along with the need for diversity in land uses and densities. The recent trend among residential development along W SH 29's is similar in characteristics to Moderate Density Residential, however these Moderate Density developments are developing in pockets intermixed with Low Density Residential developments.

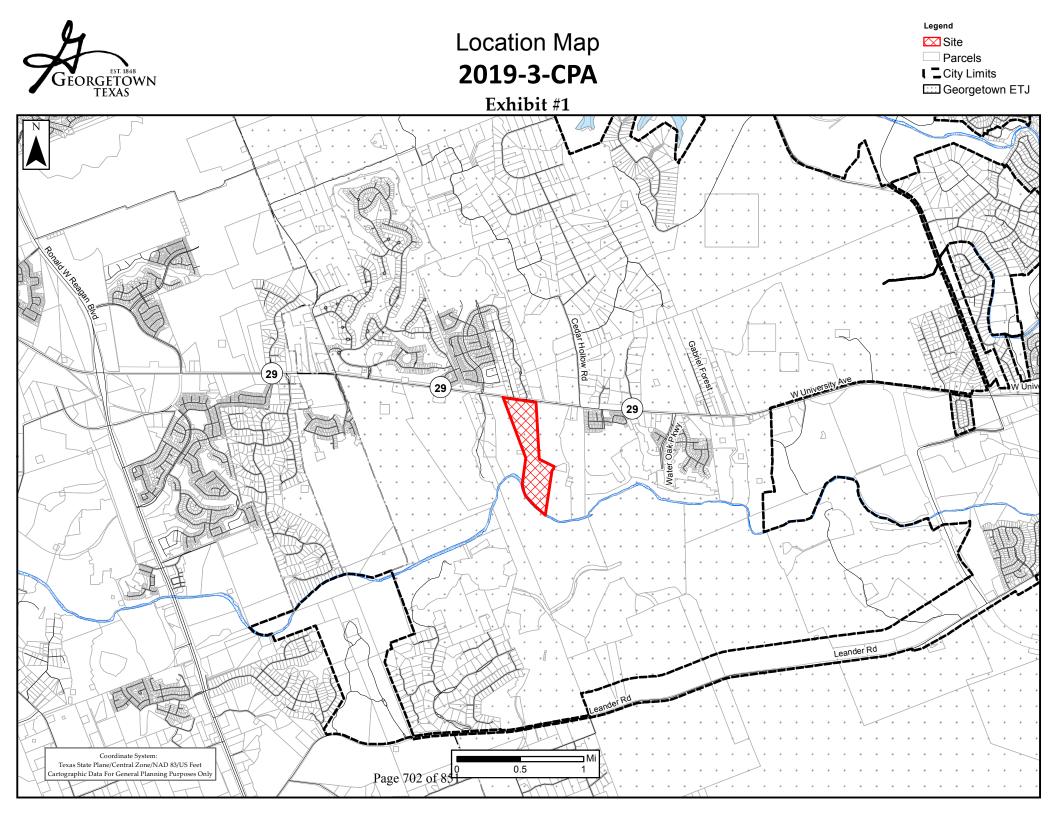
Based on the findings listed above, staff finds that the requested amendment partially complies with the approval criteria. The requested Moderate Density Residential Future Land Use designation would bring the property consistent with other master planned community developments within the immediate vicinity, particularly to the north and east. However, there remains undeveloped property within this portion of the city and the current city limits. Continuing to allow higher density development within this area merits further discussion to ensure the policies align with the City's vision for the SH29 corridor.

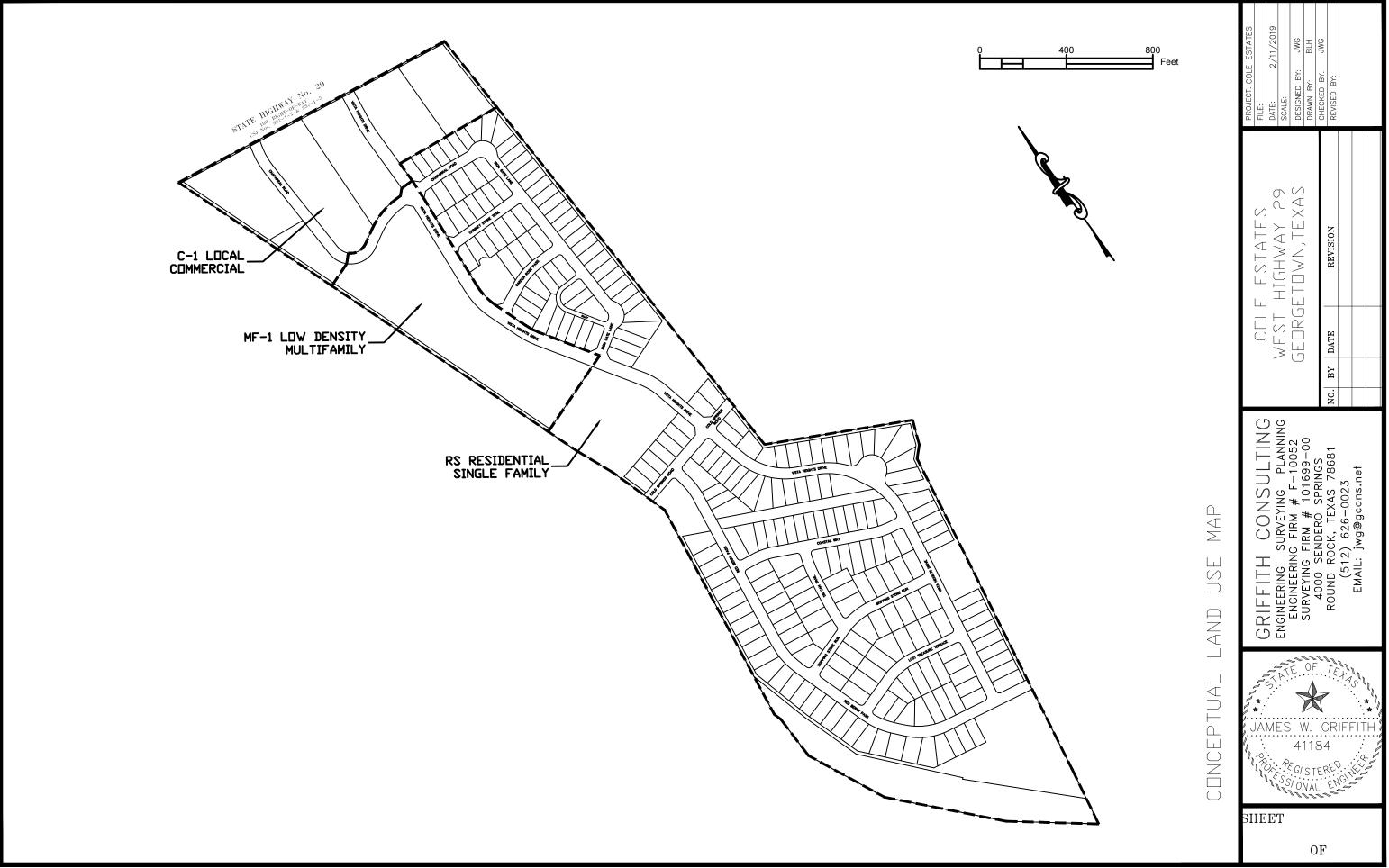
# **Public Comments**

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper March 31, 2019. To date, staff has received zero (0) written comments regarding the application.

# Attachments

Exhibit 1 – Location Map Exhibit 2 – Conceptual Land Plan Draft Exhibit 3 – March 26, 2019 CC Presentation





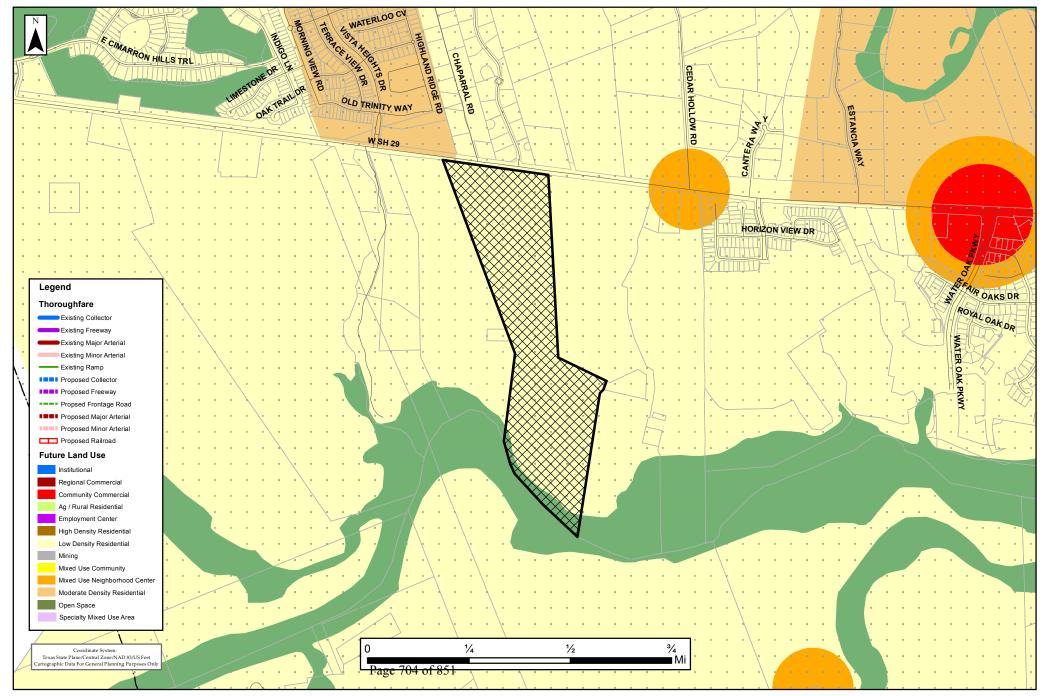
GEORGETOWN TEXAS

Future Land Use / Overall Transportation Plan

# 2019-3-CPA

Exhibit #2

Legend Site Parcels City Limits Georgetown ETJ



#### ORDINANCE NO.

An Ordinance of the City Council of the City of Georgetown, Texas, amending the 2030 Comprehensive Plan Future Land Use Plan to change the land use designation from Low Density Residential to Moderate Density Residential for 100.39 acres, more or less, in the Isaac Donaga Survey, Abstract No. 178, to be known as Cole Estates; 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 2030 Comprehensive Plan – Future Land Use Plan.

Whereas, public notice of such hearing was accomplished in accordance with State Law, the 2030 Comprehensive Plan, and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 16, 2019 held the required public hearing and submitted a recommendation of approval to the City Council for the requested comprehensive plan amendment; and

Whereas, the City Council, at a meeting on May 14, 2019 held an additional public hearing prior to taking action on the requested comprehensive plan amendment.

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 2030 Comprehensive Plan –Future Land Use Plan to change the land use designation from Low Density Residential to Moderate Density Residential for 100.39 acres, more or less, in the Isaac Donaga Survey, Abstract No. 178, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Graphical depiction of the property) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in

Ordinance Number:		Page 1 of 2	
Description:	Case File Number:		
Date Approved:	Exhibits A	-B Attached	

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.

<u>Section 5</u>. 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 14<sup>th</sup> day of May, 2019.

APPROVED AND ADOPTED on Second Reading on the 28th day of May, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross Mayor Robyn Densmore, TRMC City Secretary

APPROVED AS TO FORM:

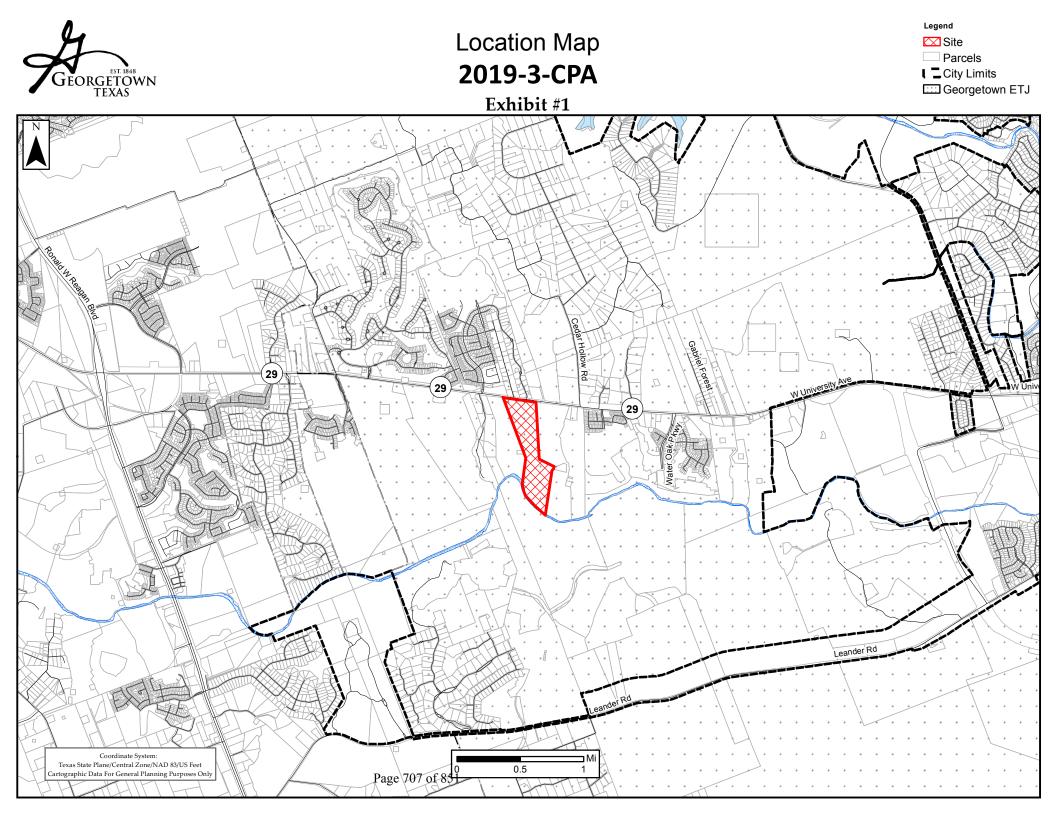
Charlie McNabb
City Attorney

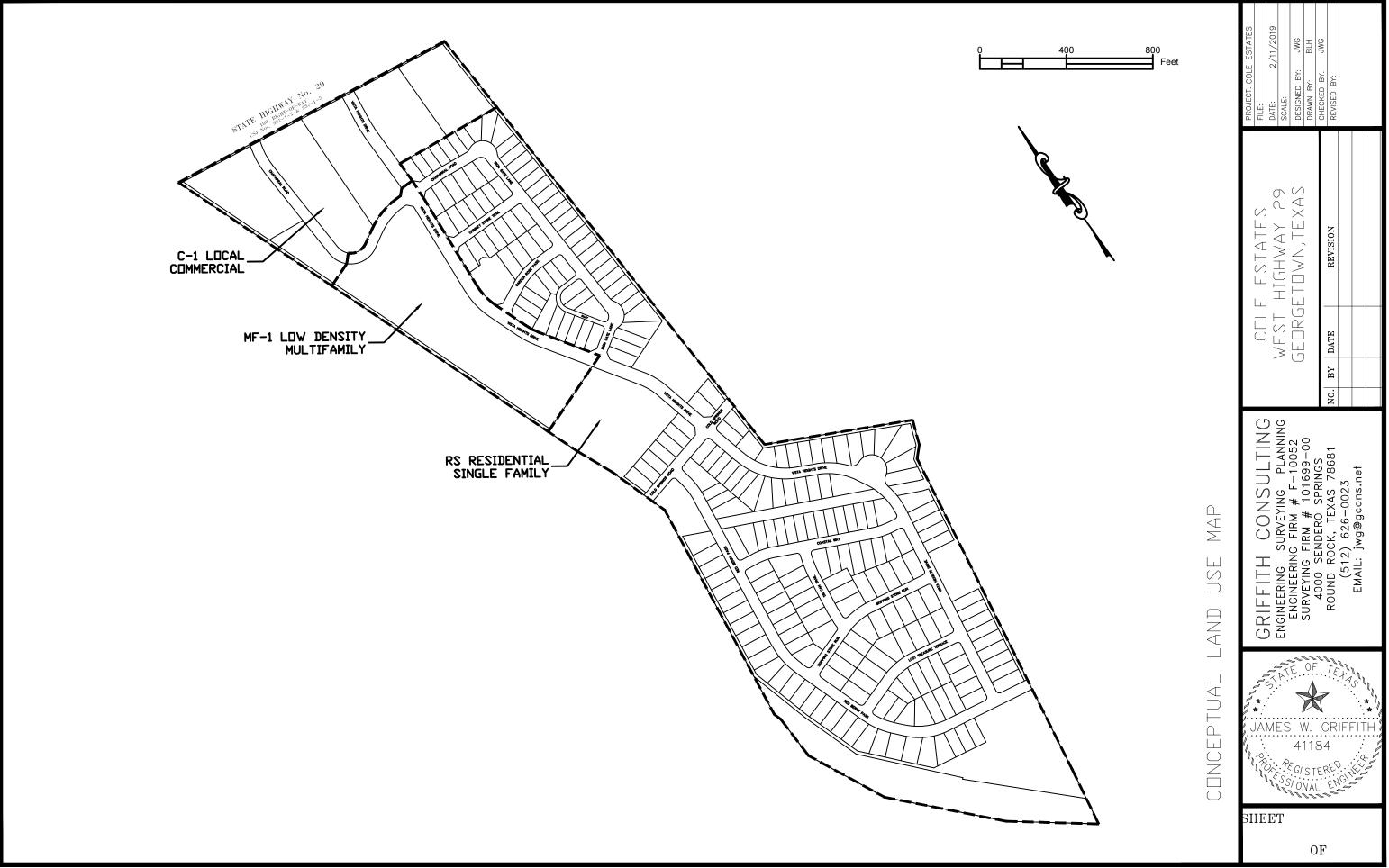
Date Approved: \_\_\_\_\_

Description:

Case File Number:

**Exhibits A-B Attached** 





# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

**First Reading** of an Ordinance to **close** and **abandon portions** of **Main Street** and **7th Street** pursuant to Section 311.007 of the Texas Transportation Code, for the **safety** and **public benefit** of the municipality at large, to **Main & 7th**, **LLC**; and, to authorize the Mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager

#### **ITEM SUMMARY:**

The City has contracted to sell the former Municipal Hall and Council Chambers, located at 101 E. 7th St. at the northeast corner of Main and 7th. This building currently encroaches into both the 7th Street and Main Street rights of way up to 1.3 feet. In order to correct the encroachment and provide for a uniform property and delineation between City and private property rights, the buyer has requested that the portions of the rights of way into which the building currently encroaches be abandoned.

Since the building currently encroaches, and has encroached, into the right of way no public uses are located within the area proposed to be abandoned including street, sidewalk, or utilities. There will be no discernible change to the existing streetscape or City's usable space. After the abandonment, these rights of way would continue to be in compliance with the City's Downtown Master Plan as regards their width.

Staff recommends approval of this item.

#### FINANCIAL IMPACT:

N/A. Buyer of the building will pay at closing an agreed contract price for the building and land on which it sits.

SUBMITTED BY: Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Ordinance Exhibit A graphic Presentation

#### ORDINANCE NO.\_\_\_\_\_

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN CLOSING A PORTION OF MAIN STREET BETWEEN 6<sup>TH</sup> AND 7<sup>TH</sup> STREETS, AND A PORTION OF 7<sup>TH</sup> STREET BETWEEN MAIN AND CHURCH STREETS; PROVIDING FOR THE ABANDONMENT BY QUITCLAIM DEED OF THOSE PORTIONS OF MAIN STREET AND 7<sup>TH</sup> STREET; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT; CALLING A PUBLIC HEARING; PROVIDING A CONFLICT AND SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the "City") has received a request from Main and 7th, LLC (the "Applicant") to vacate and abandon portions of Main Street, between 6<sup>th</sup> and 7<sup>th</sup> Streets, and 7<sup>th</sup> Street between Main and Church Streets as described in *Exhibit "A"*, attached hereto. The request is pursuant to the purchase of the building located at 101 E. 7<sup>th</sup> Street, by the Applicant from the City, a portion of which is constructed within the rights of way now requested to be abandoned.

WHEREAS, notice of the time and place, where and when this Ordinance would be given a public hearing and considered for final passage, was published in the *Williamson County Sun*, a newspaper of general circulation in the City of Georgetown, said publication being on the 8th day of May 8th, 2019, and the \_\_\_\_\_ day of \_\_\_\_\_, 2019 the same being more than seventy-two (72) hours prior to the times designated for said hearing.

WHEREAS, upon considering the Application and additional information pertaining to the Application, the City Council now finds that (a) there are no existing utilities located within the property to be abandoned; OR (b) the utilities existing in the area of the street, alley, and/or public right-of-way will be sufficiently protected by being either relocated or placed into easements and that the utility companies serving the area including and surrounding the right-of-way have determined that their utilities, if existing, will also be sufficiently protected by the same means.

# BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN TEXAS:

<u>SECTION 1</u>. 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 following policies of the 2030 Comprehensive Plan- Policy Plan Element(s):

#### 4. Effective Governance

#### 4.1 Effective, Responsive Government

B. We have created and enforced innovative, effective and fair regulatory codes and development standards to guide and improve development quality.

The City Council further finds that the adoption of this ordinance is not inconsistent or in conflict with any other 2030 Comprehensive Plan Policies.

SECTION 2. That the streets, alleys, road widening easements and/or public rights-of-way generally described above, being more fully described by metes and bounds with diagram on *Exhibit* <u>"A"</u>, attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned.

<u>SECTION 3</u>. That said streets, alleys, road widening easements and/or public rights-of-way are not needed for public purposes and it is in the public interest of the City of Georgetown to abandon said streets, alleys, road widening easements and/or public rights-of-way.

<u>SECTION 4</u>. That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in SECTION 2 of this ordinance, and shall be construed only to that interest the governing body of the City of Georgetown may legally and lawfully abandon.

<u>SECTION 5.</u> The City Attorney is hereby authorized to issue and the Mayor authorized to execute a Quitclaim Deed in the form attached hereto as <u>*Exhibit*</u> "*B*" and the City Secretary is authorized to attest thereto on behalf of the City of Georgetown.

<u>SECTION 6</u>. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Georgetown, and this ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are hereby superseded.

<u>SECTION 7</u>. 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.

<u>SECTION 8</u>. 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 provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED AND APPROVED on Second Reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densomore, City Secretary

By:\_\_\_\_\_ Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

EXHIBIT

County: Williamson Parcel: City of Georgetown, Block 39 City Council Lot Building Encroachments

#### **DESCRIPTION FOR PART 1 & 2**

DESCRIPTION OF TWO PARCELS OF LAND TOTALING 173 SQUARE FEET SITUATED IN THE CLEMENT STUBBLEFIELD SURVEY, ABSTRACT NO. 558, WITHIN THE CITY OF GEORGETOWN IN WILLIAMSON COUNTY, TEXAS, SAID PARCELS BEING THE PORTIONS OF AN EXISTING BUILDING (1 STORY LIMESTONE STRUCTURE – CITY COUNCIL BUILDING) FOUND TO BE ENCROACHING ONTO MAIN STREET (PART 1) AND ONTO EAST 7<sup>th</sup> STREET (PART 2). SAID EXISTING BUILDING IS SITUATED IN THE WESTERLY PORTION OF LOTS 2 AND 3 OF ORIGINAL BLOCK 7, AS SHOWN ON MAP OF GEORGETOWN FILED IN VOLUME 5, PAGE 211 OF THE PLAT RECORDS OF WILLIAMSON COUNTRY, TEXAS, NOW BEING BLOCK 39 AS DEPICTED ON THE REVISED MAP OF GEORGETOWN (UNRECORDED ) AND DESCRIBED AS BEING ALL OF TRACT I AND TRACT II IN DEED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN VOLUME 508, PAGE 41 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID (173 SQUARE FOOT) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1, CONTAINING (141 SQUARE FEET) OF LAND AND PART 2 CONTAINING (32 SQUARE FEET) OF LAND AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

#### PART 1 (141 SQUARE FEET)

**COMMENCING** at a Mag Nail with washer stamped "INLAND 5050" set, being the intersection of the existing northerly Right-of-Way (ROW) line of E. 7<sup>th</sup> Street (80' ROW width) and the existing easterly ROW line of Main Street (80' ROW width), same being the southwesterly corner of said Lot 2 and said Block 39, also being the southwesterly corner of said Tract I;

THENCE, departing said E. 7<sup>th</sup> Street, with said existing easterly ROW line of Main Street, same being the westerly boundary line of said Lot 2, Block 39, also being the westerly boundary line of said Tract I, N 02°16'09 W, for a distance of 3.4 feet to intersect with a curving portion of said building, for the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 2, with the westerly encroaching building face, into said Main Street, the following four (4) courses:

- 1) along said curve to the right, having a delta angle of 51°10', a radius of 6.6 feet, an arc length of 5.9 feet and a chord which bears N 10°04' W, for a distance of 5.7 feet to a calculated point of non-tangency;
- 2) N 47°11'31" W, for a distance of 0.9 feet;
- 3) N 02°11'31" W, for a distance of 100.5 feet to the northwesterly building corner, for the northwesterly corner of the herein described tract;
- 4) N 87°48'42" E, for a distance of 1.3 feet to the intersection of the northerly building face and said existing easterly ROW line of Main Street, same being in the westerly boundary line of said Lot 3, for the northeasterly corner of the herein described tract, and from which, a Mag Nail with washer stamped "INLAND 5050" set, being the northwesterly corner of said Lot 3 and said Tract I, same being the southwesterly corner of Lot 6, Block 39, also being the southwesterly corner of Tract I, described in Warranty Deed to the City of Georgetown recorded in Document No. 9626182 of the Official Records of Williamson County, Texas, bears N 02°16'09" W, at a distance of 9.85 feet;
- 5) THENCE, with the westerly boundary line of said Lot 3, Lot 2 and Tract 1, same being said easterly ROW line of Main Street, through the interior of said building, S 02°16'09" E, for a distance of 106.8 feet to the POINT OF BEGINNING, containing (141 square feet) of land, more or less.

#### PART 2 (32 SQUARE FEET)

**COMMENCING** at a Mag Nail with washer stamped "INLAND 5050" set, being the intersection of the existing northerly ROW line of E. 7<sup>th</sup> Street (80' ROW width) and the existing easterly ROW line of Main Street (80' ROW width), same being the southwesterly corner of said Lot 2 and said Block 39, also being the southwesterly corner of said Tract I;

THENCE, departing said Main Street, with said existing northerly ROW line of E. 7<sup>th</sup> Street, same being the southerly boundary line of said Lot 2, Block 39, also being the southerly boundary line of said Tract I, N 87°53'51" E, for a distance of 4.4 feet to intersect with a curving portion of said building, for the **POINT OF BEGINNING** of the herein described tract;

1) THENCE, continuing with the southerly boundary line of said Lot 2, same being the southerly boundary line of said Tract I and a portion of the southerly boundary line of said Tract II, same being said northerly ROW line of said E. 7<sup>th</sup> Street, through the interior of said building, N 87°43'51" E, for a distance of 44.4 feet to a point in the easterly face of said building, for the northeasterly corner of the herein described tract, and from which a Mag Nail with washer stamped "INLAND 5050" set, being the southeasterly corner of said Tract II, same being the southwesterly corner of that called 26.8' X 120' tract of land described in Warranty Deed to Susan R. Garrett recorded in Volume 662, Page 871 of the Deed Records of Williamson County Texas, bears N 87°43'51" E, at a distance of 1.4 feet;

THENCE, departing said Lot 2, with the easterly and southerly encroaching building face, into said E. 7<sup>th</sup> Street, the following four (4) courses:

- S 02°11'04" E, for a distance of 0.8 feet to the southeasterly corner of said building, for the southeasterly corner of the herein described tract;
- 3) S 87°47'16" W, for a distance of 39.7 feet;
- 4) N 47°12'44 W, for a distance of 1.0 feet to a point at the beginning of a curving portion of said building;
- 5) along said curve to the right, having a delta angle of 35°37', a radius of 6.6 feet, an arc length of 4.1 feet and a chord which bears S 88°41'30" W, for a distance of 4.0 feet to the POINT OF BEGINNING, containing (32 square feet) of land, more or less.

Note: Building encroachments includes an attached 6' awning as shown on the accompanying parcel plat.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, 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.

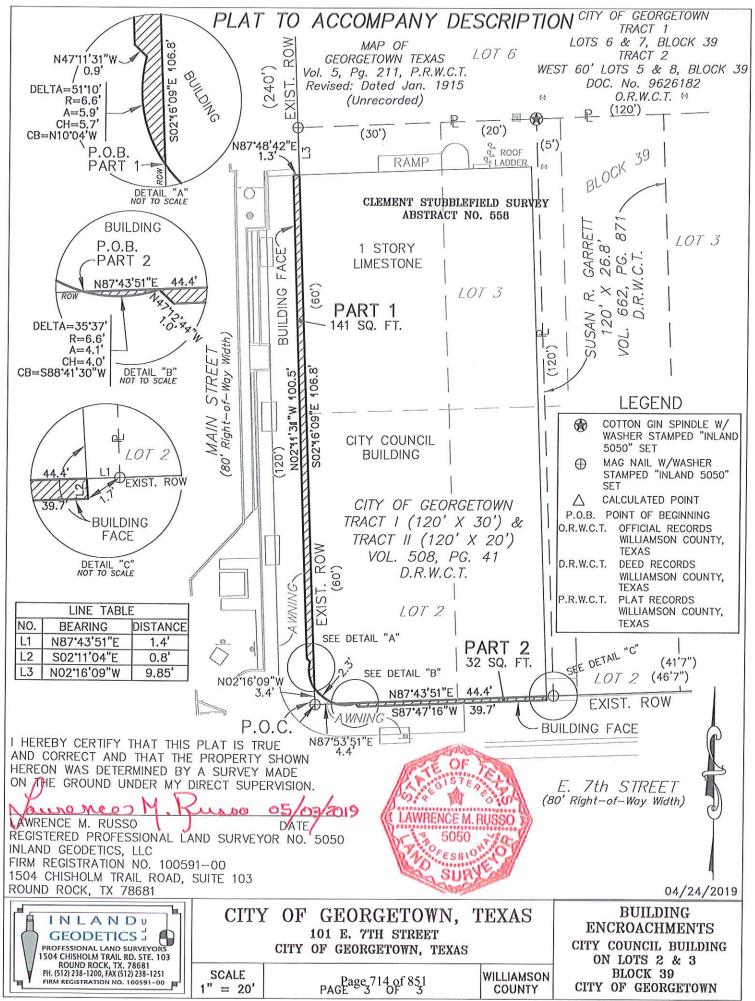
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

§

8

Taurence M. Kusso 05/03/2019	•
Lawrence M. Russo Date	
Registered Professional Land Surveyor No. 5050	
Inland Geodetics, LLC	
Firm Registration No: 100591-00	
1504 Chisholm Trail Road, Suite 103	
Round Rock, TX 78681	
( LAWRENCE M BUSSO	
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S1 CITY OF GTOWN/RI OCK 39/PARCEL/COG-BLOCK 39 BUILDING ENCROACHMENTS dwo

# EXHIBIT "B"

# **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: \_\_\_\_\_, 20\_\_\_\_

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**: Main and 7th, LLC, a Texas limited liability corporation

**GRANTEE'S** Mailing Address (including County): 244 Gabriel Woods Drive, Georgetown, Williamson County, Texas, 78633

**CONSIDERATION**: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

# **PROPERTY**:

BEING all those portions of Main and 7<sup>th</sup> Streets, as described by metes and bounds with diagram 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	)	ACKNOWLEDGMENT
COUNTY OF WILLIAMSON	)	

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.

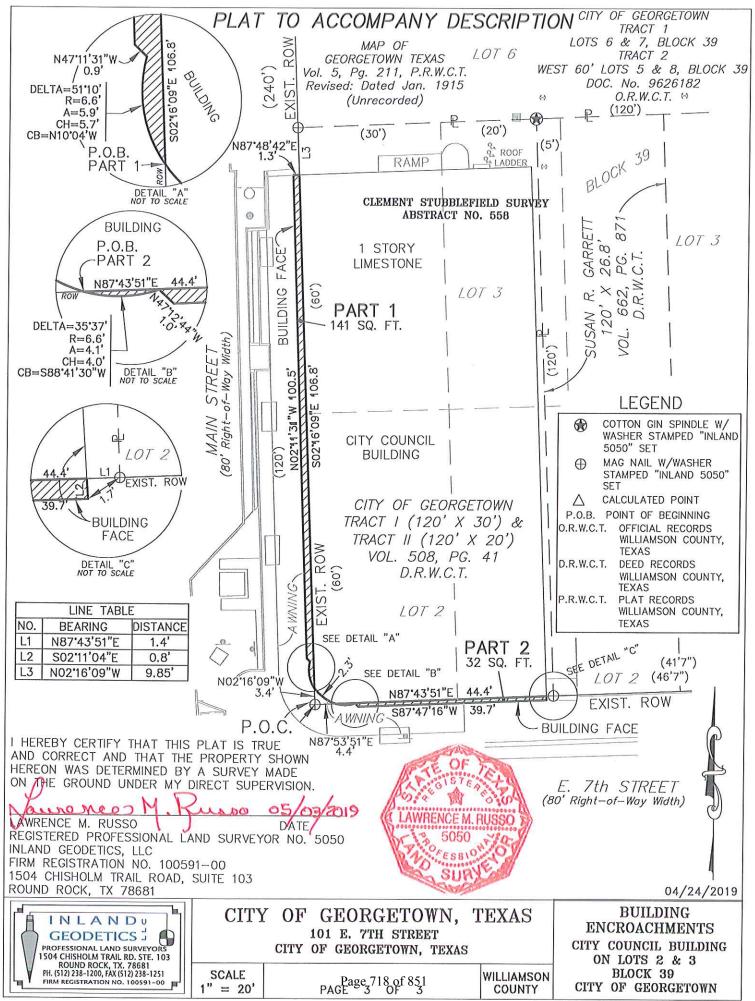
Notary Public, State of Texas

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 Ordinance and will be attached accordingly to the original Quitclaim Deed prior to execution and recording.



S1 CITY OF GTOWN/RI OCK 39/PARCEL/COG-BLOCK 39 BUILDING ENCROACHMENTS dwo

# ROW Abandonment: Main & 7<sup>th</sup> Streets

First Reading of an Ordinance to close and abandon portions of Main St. and 7th St. pursuant to Section 311.007 of the Texas Transportation Code, for the safety and public benefit of the municipality at large, to Main & 7th, LLC, and to authorize the Mayor to execute all documents necessary to complete the abandonment. – Travis Baird, Real Estate Services Manager

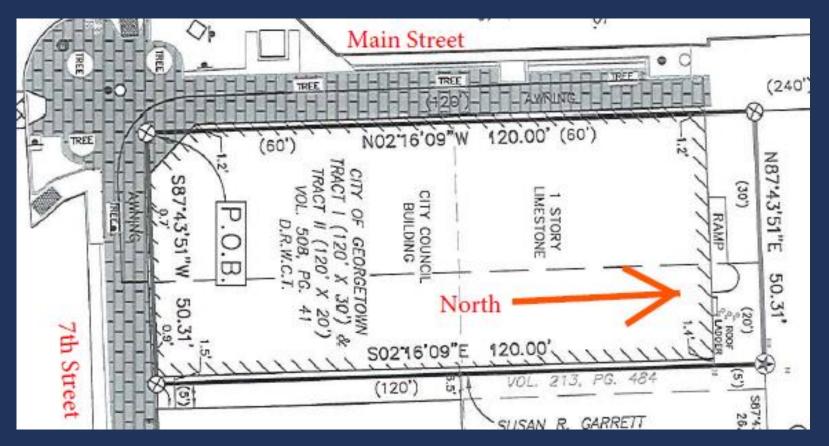


# **Background Information**

- In December 2018, the entered into a contract to sell the building located at 101 E. 7<sup>th</sup> St.
- The building encroaches into the rights of way of both 7<sup>th</sup> and Main Streets.
- The location of the building face in the area means that no public improvements are in conflict with this abandonment as there are no streets, sidewalks, or utilities in the area to be abandoned.
- The purchase price of the building to be paid by the buyer includes the entire building and land beneath it.



# Encroachments





Fage 75/1 of \$5 Georgetown

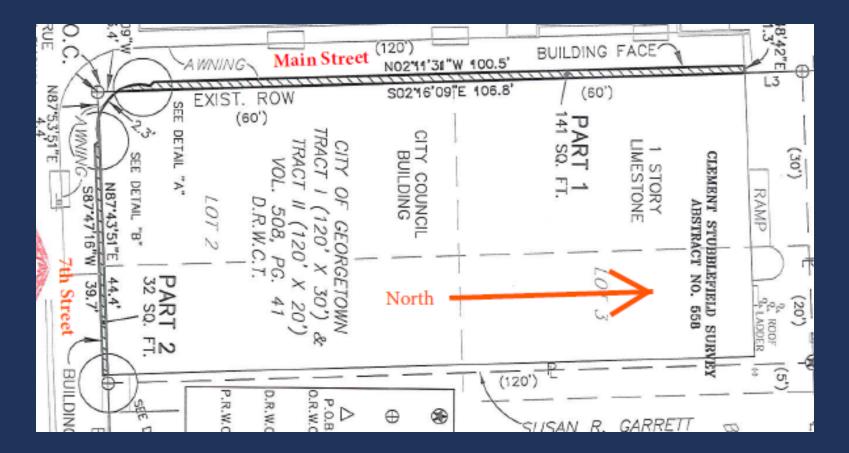
# Terms

- The City will quitclaim the described areas to the buyer, Main and 7<sup>th</sup>, LLC.
- No easements are to be retained as there are no utilities in the area.



Fage 732 of \$5 Georgetown

# Area to be Abandoned





fagity23 of \$5 Georgetown

# **Ordinance** Caption

 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN CLOSING A PORTION OF MAIN STREET BETWEEN 6<sup>TH</sup> AND 7<sup>TH</sup> STREETS, AND A PORTION OF 7<sup>TH</sup> STREET BETWEEN MAIN AND CHURCH STREETS; PROVIDING FOR THE ABANDONMENT BY QUITCLAIM DEED OF THOSE PORTIONS OF MAIN STREET AND 7<sup>TH</sup> STREET; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT; CALLING A PUBLIC HEARING; PROVIDING A CONFLICT AND SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.



Fage 734 Gf 85 Georgetown

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

**First reading** of an Ordinance of the City Council of the City of Georgetown, Texas, Repealing the Application for **Fee for Temporary Sign Permits**; Repealing Conflicting Ordinances and Resolutions; Including a Severability Clause; and Establishing an Effective Date -- David Morgan, City Manager

#### ITEM SUMMARY:

At its workshop on February 26, 2019, the City Council directed staff to develop an Ordinance to repeal temporary sign permit fees for temporary signs that are posted for five (5) days) or less.

The parameters of this Ordinance also applies to any pending outstanding permit fees owed for Temporary Signs posted for five (5) days or less.

This Ordinance specifically addresses the repeal of temporary sign permit <u>fees</u>, only, as more fully outlined in the Ordinance. <u>Temporary Sign Permits are still required</u> in accordance with the provisions applicable to temporary signs found in the Code of Ordinances or the Unified Development Code.

#### FINANCIAL IMPACT:

Temporary sign permit fees for temporary signs that are posted for five (5) days) or less will not be collected.

SUBMITTED BY: Shirley J. Rinn on behalf of David Morgan

ATTACHMENTS:

Ordinance

# ORDINANCE NO.

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REPEALING THE APPLICATION FOR FEE FOR TEMPORARY SIGN PERMITS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on February 26, 2019 the City Council of the City of Georgetown reviewed the City's current fees for temporary signage; and

WHEREAS, the City Council determined that it would be in the best interest of the City and encourage local events to repeal fees for temporary signs posted five days or less; and

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

<u>Section 1.</u> The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

<u>Section 2.</u> 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 3. Temporary sign permit fees for signs posted five days or less are hereby repealed. For purposes of this Section, temporary signs shall have the same meaning as provided in the Unified Development Code Chapter 10 and Section 16.02. Nothing herein shall be construed to waive any of the provisions applicable to temporary signs found in the Code of Ordinances or Unified Development Code.

<u>Section 4</u>. Section 3 shall also apply to any pending outstanding permit fees owed for Temporary signs posted for five days or less.

<u>Section 5</u>. All ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

<u>Section 6.</u> 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.

<u>Section 7</u>. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force after publication in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED AND APPROVED on Second Reading on the \_\_\_\_\_day of \_\_\_\_\_ 2019.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Ordinance Number:\_\_\_\_\_ Description: Temporary Sign Permit Fees Date Approved: \_\_\_\_\_\_, 2019

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

Second Reading of an Ordinance on a request to rezone an approximately 0.93-acre tract of land out of the Antonio Flores Survey, Abstract No. 235, generally located at 1535 FM 971, from the Agriculture (AG) to Local Commercial (C-1) zoning district -- Sofia Nelson, CNU-A, Planning Director

#### ITEM SUMMARY:

#### **Overview of Applicant's Request:**

The applicant is requesting to rezone the property to the C-1, Local Commercial District, to allow the development of a facility to house a martial arts studio and an after school program.

#### Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets all the criteria established in UDC Section 3.060.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

#### **Public Comments:**

As required by the Unified Development Code (UDC), all property owners within 200 feet of the subject property were notified of the request (6 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. As of the publication date of this report, staff has received no written comments in favor or in opposition of the request.

#### Planning and Zoning Commission (P&Z) Action:

At their April 2, 2019 meeting, the P&Z recommended approval of the request.

#### **City Council First Reading:**

At their April 23, 2019 meeting, the City Council approved First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT: None. The applicant has paid the required application fees.

SUBMITTED BY: Ethan Harwell, Planner

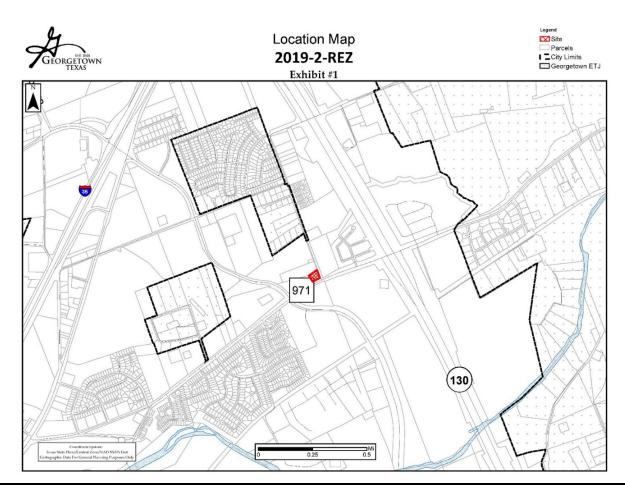
ATTACHMENTS:

2019-2-REZ Staff Report Exhibit 1 - Location Map Exhibit 2 - Future Land Use Map Exhibit 3 - Zoning Map Exhibit 4 – Design and development standards of the C-1 District Exhibit 5 – Letter of Intent Ordinance with Exhibits



# **Planning and Zoning Commission Planning Department Staff Report**

Report Date: Case No: Project Planner:	March 29, 2019 2019-2-REZ Ethan Harwell, Planner
Item Details	
Project Name: Project Location: Total Acreage: Legal Description:	Soul Fighters Brazilian Jiu-Jitsu and After School Program 1535 FM 971, within City Council district No. 7. 0.93 acres Being .093 of an acre of land, situated in the Antonio Flores Survey, Abstract No. 235.
Applicant:	Soul Fighters Brazilian Jiu-Jitsu and After School Program, c/o Luiz Henrique da Gama Gueiros
Property Owner:	Luiz Henrique da Gama Gueiros
Request:	Zoning Map Amendment to rezone the subject property from <b>AG</b> , <b>Agriculture</b> to <b>C-1</b> , <b>Local Commercial</b> .
Case History:	This is the first public hearing of this request.



# **Overview of Applicant's Request**

The applicant is requesting to rezone the property to the C-1, Local Commercial District, to allow the development of a facility to house a martial arts studio and an after school program (Exhibit 5, Letter of Intent).

# **Site Information**

# Location:

The subject property is located at 1535 FM 971, generally located on the northwest corner of FM 971 (Weir Road) and CR 152, approximately 700 feet east of the NE Inner Loop and FM 971 intersection. Currently, the subject property is not utilized and has two existing structures.

# **Physical and Natural Features:**

The subject property is relatively flat and cleared. There is little to no tree coverage, and it is not within the 100-year floodplain.

# Future Land Use and Zoning Designations:

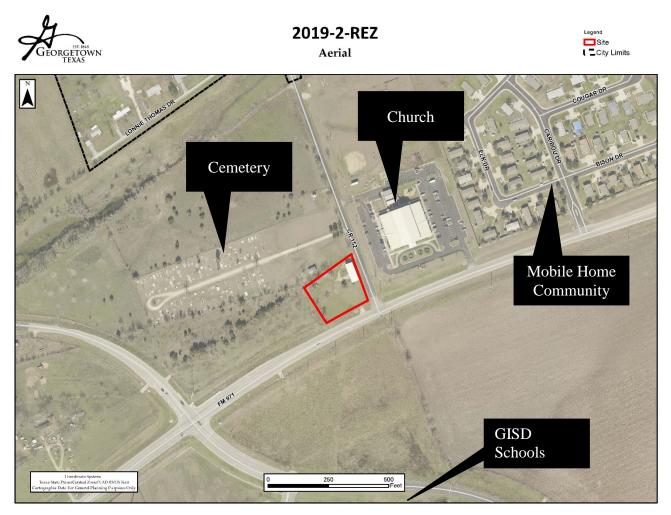
The subject property has a Moderate Density Residential Future Land Use designation and is currently zoned AG, Agriculture. It is also a part of the Scenic-Natural Gateway Overlay District along FM 971.

# **Surrounding Properties:**

The subject property is located in a portion of the City that is still primarily undeveloped. It sits directly between an area designated for institutional uses, where there already an existing elementary and middle school, and an area designated for future high density residential development, to the east, that is undeveloped. Some single-family residential development exists further to the west and north of this site. More single-family residential development is currently under construction further south along NE Inner Loop.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	AG	Mod. Density Residential	Cemetery
South	RS	Institution / HDR	Undeveloped
East	AG	Mod. Density Residential	Church
West	C-1	Mod. Density Residential	Undeveloped



# **Property History:**

The subject property was annexed into the City Limits in 1998, at which time it was designated its current AG, Agriculture, zoning district.

## **Comprehensive Plan Guidance**

## Future Land Use Map:

The Moderate Density Residential category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes). This category may also support complementary non-residential uses along major roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.

## **Growth Tier:**

The subject property is **in Tier 1A – Developed/Redeveloping**. Tier 1A is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities

as indicated on the Future Land Use Map and in the zoning districts.

#### Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within the City of Georgetown and Pedernales Electric Cooperative (PEC) dual service areas for electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

#### Transportation

The subject property fronts onto FM 971 and CR 152. The Overall Transportation Plan identifies these streets as a major arterial road and a major collector road, respectively. An expansion of FM 971 is expected to take place by TxDOT. Additionally, based on the frontage along FM 971 and posted speed limit, driveway access will be limited to CR 152.

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

Collector streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system. In this case, CR 152 provides access to FM 971 from the Crystal Knoll neighborhood.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

## **Proposed Zoning district**

The Local Commercial (C-1) district is intended to provide areas for commercial and retail activities that primarily serve residential areas. Uses should have pedestrian access to adjacent and nearby residential areas, but are not appropriate along residential streets or residential collectors. The district is more appropriate along major and minor thoroughfares and corridors.

Permitted uses in this district include, but are not limited to, assisted living, financial centers, food catering services, general retail and office, and library and museums. Other uses such as bar/tavern/pun, car wash, church, and fuel sales are permitted subject to specific design limitations. Certain land uses, including event facilities, event market, and restricted personal services, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-1 district permitted uses and development standards.

## Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

## **Approval** Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

	APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1.	The application is complete	Complies	An application must provide the
	and the information contained		necessary information to review and
	within the application is		make a knowledgeable decision in
	sufficient and correct enough		order for staff to schedule an
	to allow adequate review and		application for consideration by the
	final action.		Planning and Zoning Commission and
			City Council. This application was
			reviewed by staff and deemed to be
			complete.
2.	The zoning change is	Complies	The future land use designation of
	consistent with the		Moderate Density Residential provides
	Comprehensive Plan.		for a variety of uses within it. The
			primary use under that designation is
			traditional residential uses, but the
			designation also provides for
			complementary and supporting non-
			residential uses such as commercial,
			civic, or institutional uses at key
			locations. The subject property is
			located at the intersection of a major
			arterial and collector road – a key
			location for commercial uses to
			develop. The proposed zoning district,
			C-1, would allow for this commercial to
			develop, while serving the surrounding
			neighborhoods and providing a
			gateway transition into neighborhoods.
3.	The zoning change promotes	Complies	The proposed zone change promotes
	the health, safety or general		the safe and orderly development of
	welfare of the City and the		the City by facilitating a moderately
	safe orderly, and healthful		intense use at the intersection of two
	development of the City.		major thoroughfares that will serve
			surrounding existing and future
			residential neighborhoods. This site is

	APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
4.	The zoning change is	Complies	<ul> <li>well served by transportation</li> <li>infrastructure and will contribute to the</li> <li>aesthetic look of the area by providing</li> <li>a gateway landscaping buffer and</li> <li>buffering to the adjacent cemetery use.</li> <li>The subject property is located in a part</li> </ul>
	compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.		of the City experiencing a large amount of redevelopment. In this part of the City we have seen several new single- family and multi-family housing projects. Immediately adjacent to this property there is a moderately intense use, a church, and an undeveloped tract that currently has the same zoning classification that is being requested for this property. In the area, there is a middle school and an elementary school, as well as existing and planned residential neighborhoods. The proposed zone change is compatible with the character that is being developed for the area.
5.	The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies	The subject property has no natural features that would limit development, permitted under this proposed zoning, on the site. This1-acre property will be able to accommodate uses permitted within the requested C-1 zoning district

In summary, this request meets the criteria for a rezoning in several ways. The proposed zoning district would provide for uses that complement the neighboring uses, in a way that is still sensitive to the existing character of the area, by providing a gateway and transition off of the major arterial road into the surrounding neighborhoods. The subject property's location at the intersection of a major collector and major arterial would also be appropriate for the proposed zoning district.

# **Meetings Schedule**

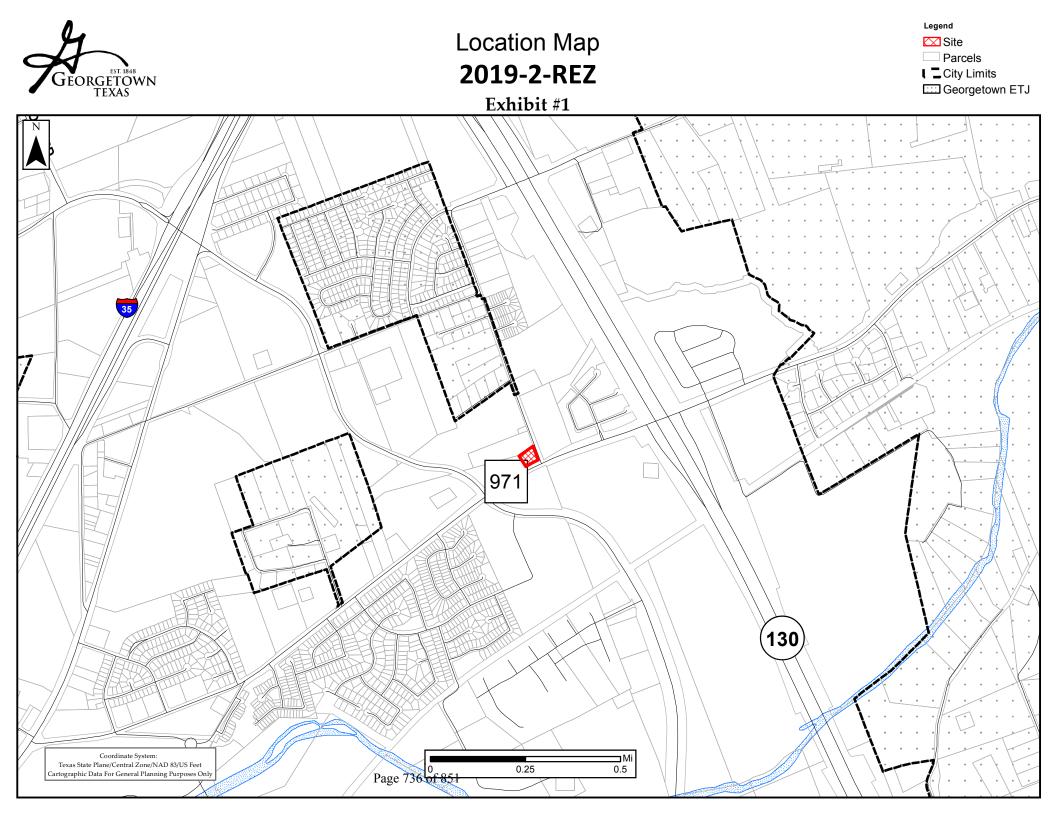
April 2, 2019 – Planning and Zoning Commission April 23, 2019 – City Council First Reading of the Ordinance May 14, 2019 – City Council Second Reading of the Ordinance

# **Public Notification**

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (6 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. To date, staff has received no written comments in favor or in opposition to the request.

# Attachments

- Exhibit 1 Location Map
- Exhibit 2 Future Land Use Map
- Exhibit 3 Zoning Map
- Exhibit 4 Design and development standards of the Local Commercial (C-1) district
- Exhibit 5 Letter of Intent



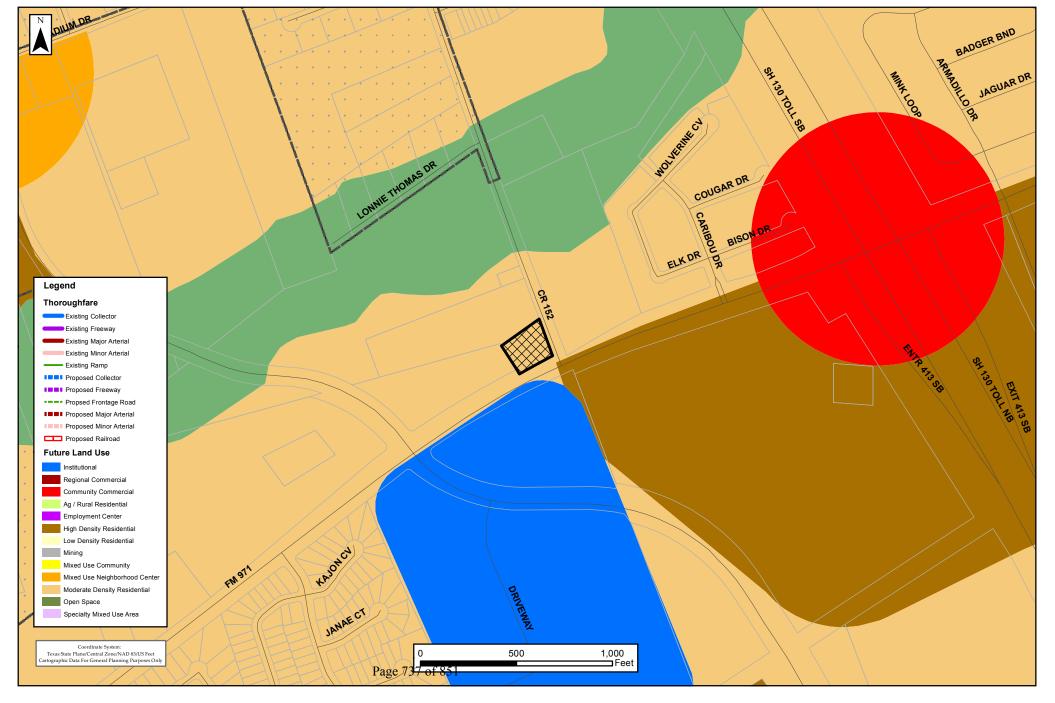
Georgetown Texas

Future Land Use / Overall Transportation Plan

# 2019-2-REZ

Exhibit #2

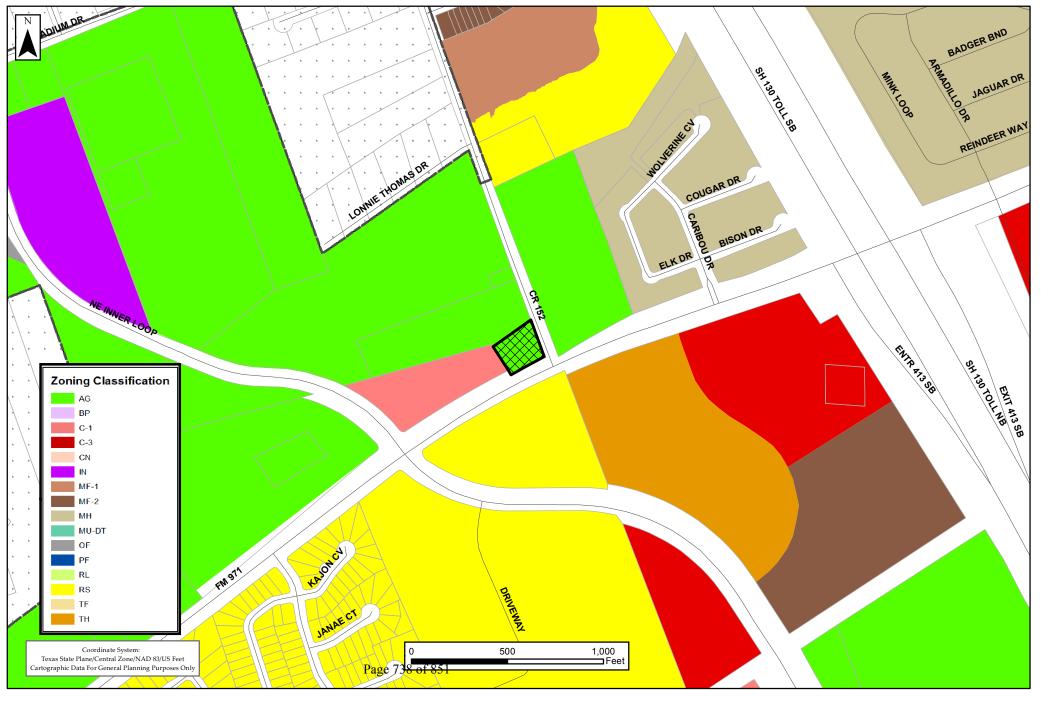
Legend Site Parcels City Limits Georgetown ETJ





Zoning Information 2019-2-REZ Exhibit #3

Legend Site Parcels City Limits



# Local Commercial (C-1) District

· · · · · · · · · · · · · · · · · · ·				
District Development Standards				
Minimum Lot Width = 50 feet	Front Setback = 25 feet	Bufferyard = 15 feet with plantings		
Maximum Building Height = 35 feet	(0 feet for build-to option)	adjacent to AG, RE, RL, RS, TF, MH,		
Maximum Building Size = .5 FAR	Side Setback = 10 feet	MF-1, or MF-2 districts		
(only applies to those uses	Side Setback to Residential = 15 feet			
marked with * below)	Rear Setback = 0 feet			
	Rear Setback to Residential = 25 feet			
	Specific Uses Allowed within the Dist	rict		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required		
Agricultural Sales*	Activity Center (youth/senior)	Event Facility		
Artisan Studio/Gallery*	Bar/Tavern/Pub	Meat Market		
Assisted Living	Bed and Breakfast (with events)	Multifamily Attached		
Automotive Parts Sales (indoor)*	Business/Trade School	Personal Services Restricted		
Banking/Financial Services*	Car Wash	Private Transport Dispatch Facility		
Blood/Plasma Center*	Church (with columbarium)	Student Housing		
Consumer Repair*	College/University			
Dry Cleaning Service*	Commercial Recreation			
Emergency Services Station	Community Center			
Farmer's Market*	Dance Hall/Night Club			
Fitness Center*	Day Care (group/commercial)			
Food Catering Services*	Fuel Sales			
Funeral Home*	Live Music/Entertainment			
General Retail*	Micro Brewery/Winery			
General Office*	Neighborhood Amenity Center			
Government/Postal Office	Park (neighborhood/regional)			
Group Home (7+ residents)	Pest Control/Janitorial Services *			
Home Health Care Services*	Self-Storage (indoor only)			
Hospital	School (Elementary, Middle, High)			
Hotel/Inn (excluding extended stay)	Theater (movie/live)			
Integrated Office Center*	Upper-story Residential			
Landscape/Garden Sales*	Wireless Transmission Facility (<41')			
Laundromat*				
Library/Museum				
Medical Diagnostic Center*				
Medical Office/Clinic/Complex*				
Membership Club/Lodge*				
Nature Preserve/Community Garden				
Nursing/Convalescent/Hospice				
Parking Lot (commercial/park-n-ride)				
Personal Services*				
Printing/Mailing/Copying Services*				
Restaurant (general/drive-through)*				
Rooming/Boarding House				
Social Service Facility				
Surgery/Post Surgery Recovery*				
Urgent Care Facility*				
Utilities (Minor/Intermediate/Major)				
Veterinary Clinic (indoor only)*				

#### Letter of Intent

#### 1- Zoning District

The property today is zoned as agriculture location and we want to change it to commercial, in the meeting where a pre-analysis was done in which the category would be better fitted, it was decided that the zoning in local commerce would be the most adequate. Pos as a martial art school with After School program.

#### 2- Comprehensive Plan page 3.69

The property is located in a residential area with two nearby colleges, our business plan is based on a after school martial arts program. Where it would help the community by teaching self-defense, physical and mental education and discipline, improve the physical quality of residents and help parents with the education of their children. With this service we will raise the quality of life for the community by using the physical activity of martial arts, by doing so, we will combat obesity and the sedentarism. In addition, we will offer personal defense classes to police officers and first responders, so they may have more knowledge for a non-lethal form of protection.

#### 3- Location

The property is located at an intersection of a main road FM971 and a secondary road 152. The entrance and exit of vehicles will be done by the secondary path 152, thus not interfering with the main road, FM971.

#### 4-Water and sewage

The property today already has a water supply but does not have sewage. We will contact an engineering company to carry out a project for the supply of sewage to the land.

#### 5- Existing building

The property has a building that will have a tatami mat room where it will host the Brazilian Jiu-Jitsu martial art classes and an additional room to host the study hall for the After School program. Located next to the old building, an annex will be built, where there will be bathrooms and offices to better serve the community.

# ORDINANCE NO.

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.93 acres out of the Antonio Flores Survey, Abstract No. 235, located at 1535 FM 971, from the Agriculture (AG) zoning district to the Local Commercial (C-1) zoning district to be known as Soul Fighters Brazilian Jiu-Jitsu and After School Program; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

0.93 acres out of the Antonio Flores Survey, Abstract No. 235, of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 2, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on April 23, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

# Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture District (AG) to the Local Commercial District (C-1), in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number:	Page 1 of 2
Description: Soul Fighters Brazilian Jiu Jitsu & After School Program	Case File Number: 2019-2-REZ
Date Approved: May 14, 2019	Exhibits A-B Attached

<u>Section 3</u>. 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.

<u>Section 5</u>. 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 23<sup>rd</sup> day of April, 2019.

APPROVED AND ADOPTED on Second Reading on the 14th day of May, 2019.

THE CITY OF GEORGETOWN:

Robyn Densmore, TRMC City Secretary

ATTEST:

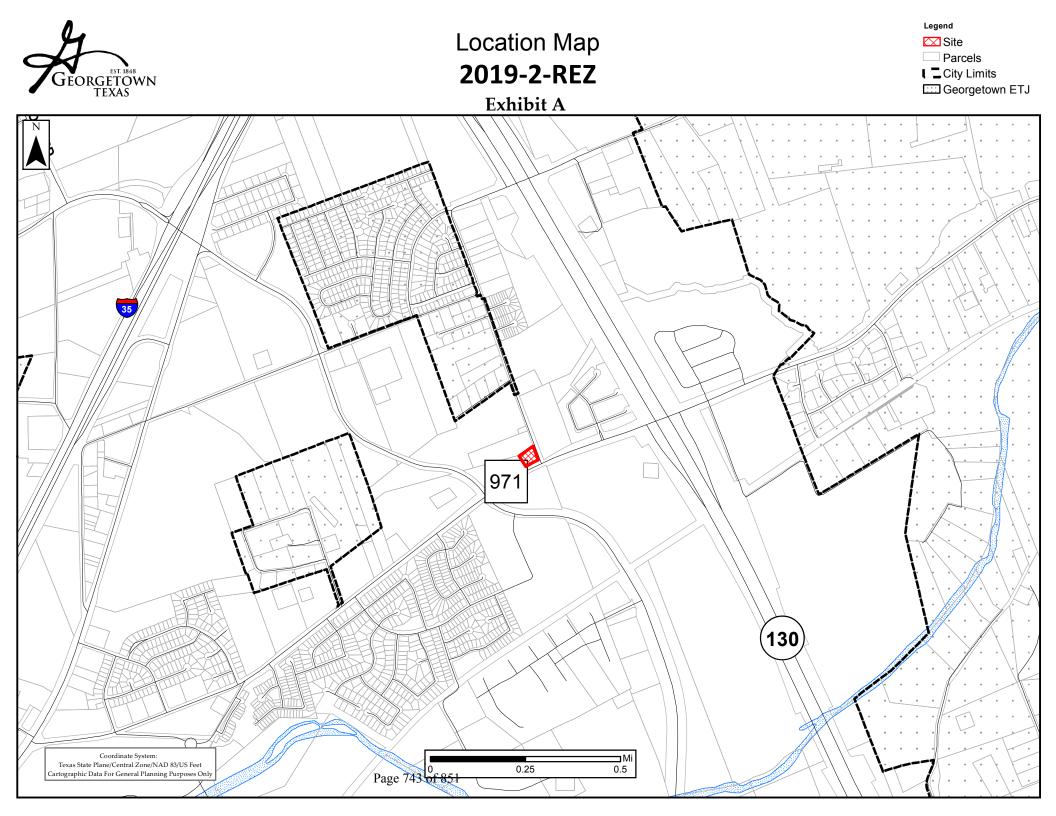
APPROVED AS TO FORM:

Charlie McNabb City Attorney

Dale Ross

Mayor

Page 2 of 2 Case File Number: 2019-2-REZ Exhibits A-B Attached



#### FIELD NOTES FOR RANDALL CORY YOUNG

BEING 0.93 of an acre of land, situated in the Antonio Piores Survey, Abstract No. 235, in Williamson County, Texas, said land being that certain tract of land, called 0.93 of an acre, as conveyed to Ronald Creek and Nancy Creek by deed as recorded in Volume 949, Page 78, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of October, 1995, under the supervision of Charles H. Steger, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an Iron pin found at a fence corner marking the Northwest corner of the abovereferenced Creek tract, being the Northeast corner of that certain Tract No. 3, called 3.8 acres, as conveyed to James L. Perkins and wife, Peggy Walker Perkins, by deed as recorded in Volume 484, Page 153, of the Deed Records of Williamson County, Texas, being a southwesterly corner of that certain tract of land, called 5 acres, as conveyed to Georgetown Memorial Cemetery Association by deed as recorded in Volume 524, Page 47, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, N 55° 18' B, 240.57 feet to an iron pin found on the west line of County Road No. 152, marking the Northeast corner of the said Creek tract, being the Southeast corner of the said Georgetown Memorial Cemetery Association tract, for the Northeast corner hereof,

THENCE, along the said west line of County Road No. 152, S 18° 58' 30" E, 206,20 feet to an iron pin set at the intersection of the said west line of County Road No. 152, and the north line of Farm to Market Highway No. 971, for the Southeast corner of the said Creek tract, for the Southeast corner hereof;

THENCE, along the said north line of F.M. No. 971, along a curve to the left, (Radius = 3,859.83 feet, Long Chord bears S 62° 42' 30" W, 196.39 feet), an arc distance of 196.41 feet to an iron pin found marking the Southwest corner of the said Creek tract, being the Southeast corner of the said Perkins tract, for the Southwest corner hereof;

THENCE, N 31° 22' 30" W, 173.45 feet to the Place of BEGINNING and containing 0.93 of an acre of land.<sup>t</sup>

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, Charles H. Steger, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and bellef.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 2474 day of 040 ber\_\_\_\_\_\_, 1995, A. D.

Registered Professional Land Surveyor, No. 2468 State of Texas

17769fn



Steger & Bizzell Bingineering, Inc. Consenting linginger P. 0. Page 744 of 851 George Lown, Texas 70627

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

Second Reading of an Ordinance on a request to rezone an approximately 12.0849-acre tract of land consisting of Lot 2, Dream Acres subdivision, generally located at 661 FM 971, from the Agriculture (AG) to Low Density Multi-Family (MF-1) zoning district -- Sofia Nelson, CNU-A, Planning Director

#### ITEM SUMMARY:

#### **Overview of the Applicant's Request**

The applicant is requesting the Low Density Multi-Family (MF-1) district.

#### **Staff Analysis:**

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with four (4) of the five (5) criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached staff report.

#### **Public Comments:**

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property were notified of the Zoning Map Amendment request (39 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. To date, staff has received one (1) written comment in opposition of the request.

#### Planning & Zoning Commission (P&Z) Action:

At their meeting in April 2, 2019, the P&Z recommended approval of the request (7-0).

#### City Council (First Reading) Action:

At their meeting on April 23, 2019, the City Council unanimously approved First Reading for the request.

FINANCIAL IMPACT: None. The applicant has paid all required fees.

SUBMITTED BY: Chelsea Irby, Senior Planner

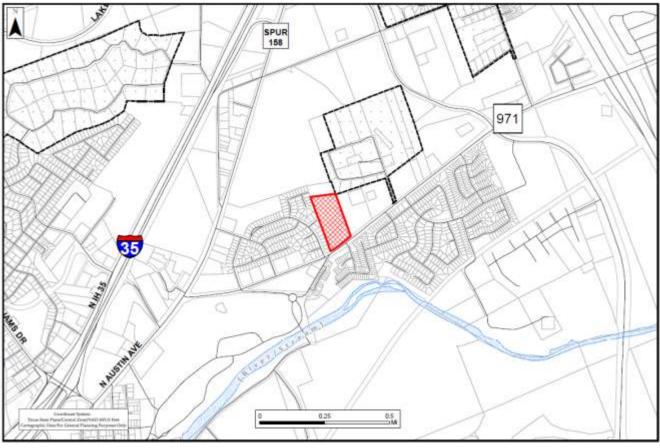
ATTACHMENTS:

2019-3-REZ - P&Z Staff Report Exhibit 1 - Location Map Exhibit 2 - Future Land Use Map Exhibit 3 - Zoning Map Exhibit 4 - MF-1 Standards and Permitted Uses Exhibit 5 - Letter of Intent Public Comments Ordinance and Exhibits



# **Planning and Zoning Commission Planning Department Staff Report**

Report Date:	March 29, 2019
Case No:	2019-3-REZ
Project Planner:	Chelsea Irby, Senior Planner
Item Details	
Project Name:	Ramsey Tract
Project Location:	661 FM 971, within City Council district No. 6.
Total Acreage:	12.08
Legal Description:	Lot 2 of Dream Acres Subdivision
Applicant:	Haynie Consulting c/o Tim Haynie
Property Owner:	Grand Endeavor Homes c/o Jimmy Jacobs
Request:	Zoning Map Amendment to rezone the subject property from <b>Agriculture</b> (AG) to Low Density Multi-Family (MF-1)
Case History:	This is the first public hearing of this request.



Location Map

# **Overview of Applicant's Request**

The applicant is requesting the Low Density Multi-Family (MF-1) zoning district. See *Exhibit* 5 for the applicant's letter of intent.

## **Site Information**

## Location:

The subject property is on the north side of FM 971, approximately 3,000' east of the intersection of FM 971 and Austin Avenue.

# **Physical and Natural Features:**

The subject property is generally flat. There are pockets of tree cover on the northeast and southwest portions of the property. The southwest portion of the subject property is also encumbered by a major drainage easement. This property is currently used as residential with one single-family structure.

# **Future Land Use and Zoning Designations:**

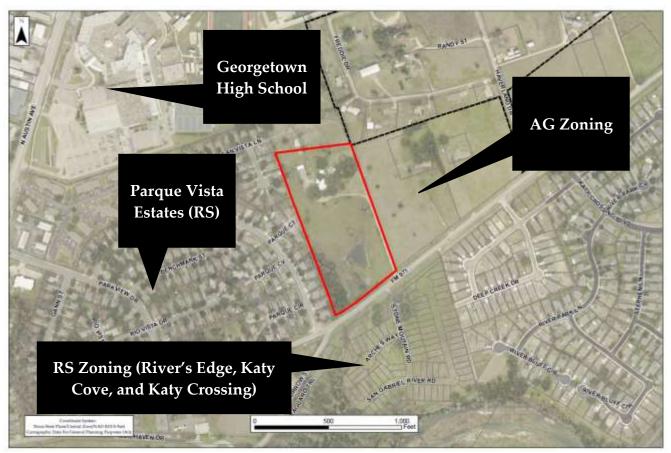
The subject property has a Future Land Use designation of Moderate Density Residential. The current zoning is Agriculture (AG).

# **Surrounding Properties:**

The surrounding properties are primarily residential, with Georgetown High School to the north along N Austin Ave. Parque Vista Estates is to the west. River's Edge, Katy Cove, and Katy Crossing residential subdivisions are across FM 971 to the south and east. San Gabriel Park is also located in proximity to the subject property at the intersection of FM 971 and N Austin Ave.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE	
North	Agriculture (AG)			
South	<b>Residential Single-</b>			
South	Family (RS)	Madamata Danaita		
East	Agriculture (AG)	Moderate Density Residential	Residential	
	Residential Single-	Residential		
West	Family (RS) and			
	Two-Family (TF)			



Aerial Map

# **Property History:**

The subject property was annexed in 1998, at which time it was designated its current Agriculture (AG) zoning district. This property received a Subdivision Variance from the Planning and Zoning Commission (P&Z) in January 2019 to allow one point of access for no more than 89 units.

# **Comprehensive Plan Guidance**

# Future Land Use Map:

The *Moderate Density Residential* category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes). This category may also support complementary non-residential uses along major roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.

# Growth Tier:

The subject property is within Growth Tier 1A. Tier 1A is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the

Future Land Use Map and in the zoning districts.

#### Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within a dual service zone (Pedernales Electric Cooperative and City of Georgetown) for electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

#### Transportation

The subject property is located along FM 971, which is Major Arterial roadway in the City's Overall Transportation Plan. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

#### **Proposed Zoning district**

The Low Density Multi-family District (MF-1) is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre. The MF-1 District is appropriate in areas designated on the Future Land Use Plan as High Density Residential or one of the Mixed-Use categories, and may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

Permitted uses in this district include, but are not limited to, attached and detached multi-family, group homes (7-15 residents), and rooming/boarding houses. Other uses such as day care facilities, churches, neighborhood amenity center and schools, among others are permitted subject to specific design limitations. Certain land uses, including assisted living, group homes (16+ residents) and halfway houses, require a Special Use Permit (SUP). *Exhibit 4* contains a comprehensive list of MF-1 district permitted uses and development standards.

## Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

# Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it **complies with four (4) of the five (5)** criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

	APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1.	The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2.	The zoning change is consistent with the Comprehensive Plan.	Complies	The MF-1 District is appropriate in areas designated on the Future Land Use Plan as High Density Residential or one of the Mixed-Use categories, and may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Based on the property's location on a Major Arterial roadway, the applicant's request complies with the Comprehensive Plan.
3.	The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies	The requested zoning district promotes orderly development because of the property's location. While the area is primarily single-family residential, the property is located on a Major Arterial roadway, between Austin Avenue and NE Inner Loop. Higher densities are more appropriate along major roadways.
4.	The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Partially Complies	While MF-1 could provide a detached product similar in character and density to the surrounding residential neighborhoods, it allows attached dwelling units that may be developed with no more than 12 units in a single building. Generally, the allowed density would not fit with the current

	APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
			character of the area, which is
			developed at approximately six
			dwelling units/acre. However, the
			Comprehensive Plan supports multi-
			family adjacent to single-family has a
			transitional use.
5.	The property to be rezoned is		The subject property is an
	suitable for uses permitted by		approximately 12-acre property and
	the District that would be		thus has the acreage to support the lot
	applied by the proposed	Complies	dimensions and development types
	amendment.		allowed by the MF-1 district, which
			requires a minimum of 12,000 square
			feet lot area.

While the requested Low Density Multi-Family (MF-1) district allows uses that are out of character with the surrounding existing uses, staff finds that the MF-1 district is generally appropriate based on the land area, proximity to major roadways, and conformance with the Future Land Use Plan.

# **Meetings Schedule**

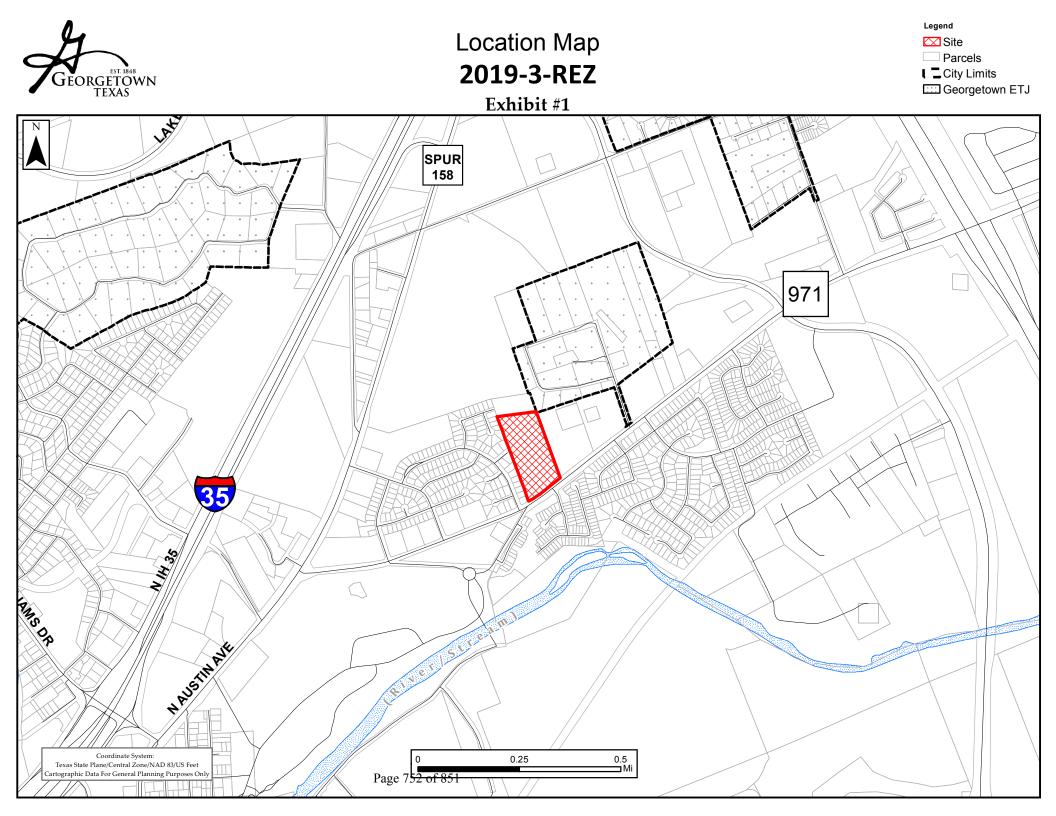
4/2/2019 – Planning and Zoning Commission
4/23/2019 – City Council First Reading of the Ordinance
5/14/2019 – City Council Second Reading of the Ordinance

# **Public Notification**

As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property were notified of the Zoning Map Amendment request (39 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 17, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments.

# Attachments

- Exhibit 1 Location Map Exhibit 2 – Future Land Use Map Exhibit 3 – Zoning Map Exhibit 4 – Design and development standards of the MF-1 district
- Exhibit 5 Letter of Intent



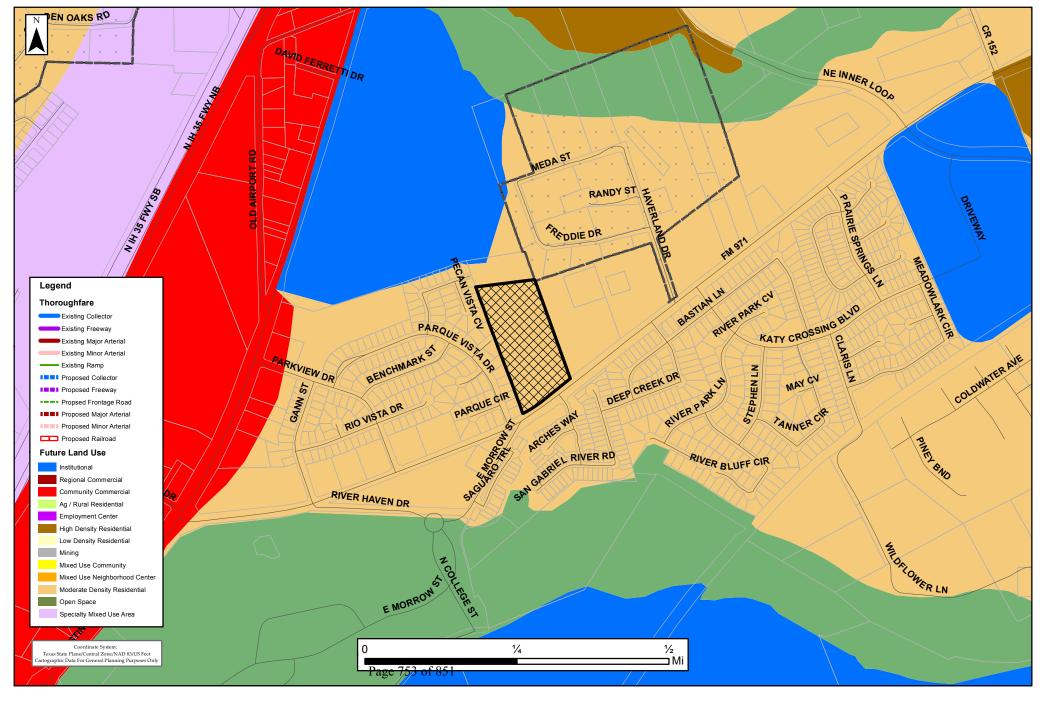
Georgetown TEXAS

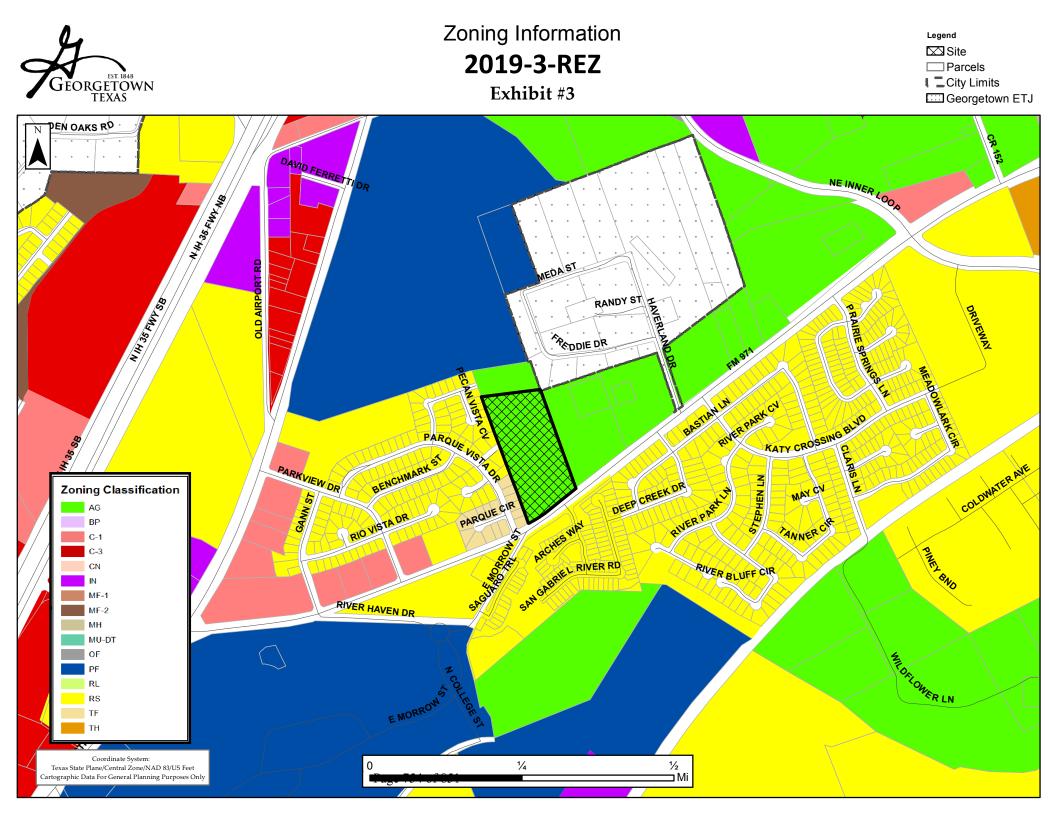
Future Land Use / Overall Transportation Plan

# 2019-3-REZ

Exhibit #2

Legend Site Parcels City Limits





# Low Density Multifamily (MF-1) District

	District Development Standards	
Maximum Density = 14 units/acre	Front Setback = 20 feet	Bufferyard = 15 feet with plantings
Maximum Building Height = 35 feet	Side Setback = 10 feet	adjacent to RE, RL, RS,TF, or MH
Maximum Units per Building = 12	Side Setback to Residential = 20 feet	districts; 10 feet with plantings
	Rear Setback = 10 feet	adjacent to residences in AG
Lot size = 12,000 sq.ft.	Rear Setback to Residential = 20 feet	5
Lot width minimum = 50 feet	Side/Rear Street Setback = 15 feet	
	Unloaded Street Setback = 20 feet	
	Specific Uses Allowed within the Dist	rict
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Group Home (7-15 residents)	Church (with columbarium)	Activity Center (youth/senior)
Multifamily Attached	Day Care (family/group/commercial)	Assisted Living
Multifamily Detached	Golf Course	Bed and Breakfast (with events)
Rooming/Boarding House	Nature Preserve/Community Garden	Emergency Services Station
Utilities (Minor)	Neighborhood Amenity Center	Group Home (16+ residents)
otinties (winor)		
	Park (Neighborhood)	Halfway House
	School (Elementary)	Nursing/Convalescent Home
	Utilities (Intermediate)	Orphanage
	Wireless Transmission Facility (<41')	School (Middle)
		Student Housing



Andriena Avala, Senior Planner City of Georgetown 46 W. 8th Street Georgetown, Texas 78627

January 30, 2019

#### RE: Parkside Crossing Letter of Intent for Rezoning

Dear Ms. Avala,

The following detail information is provided:

- 1. Existing Zoning SF
- 2. Proposed Zoning MF-1

3. No PUD.

4. Future land use - MF - Low density multi-family

5. Justification for request: The re-zoning to MF-1 of the property will be a good transition between SF on the west and possible Commercial or MF on the east side of the property.

- 6.a. Roads and Access- This tract will be single access to FM 971, which is on the south end of the tract, and there will be an emergency access drive for FM 971 per Fire Department.
  - b. We will connect to the existing water line at the end of Parque Court and connect to the waterline in FM 971.
  - c. Wastewater service will be available in the FM 971 right-of-way just west at the intersection of Parque Vista Drive.
  - d. Electric will be from FM 971 and possibly Parque Court.

7. One existing structure will be removed.

Should you have any questions or need additional information, please feel free to contact me at 512-837-2446, ext 208 or 512-784-6670.

Sincerely, Haynie Consulting, Inc. Texas Registered Engineering Firm # F-2411 Texas Licensed Surveying Firm # 10025000

Timothy E. Haynie, President Professional Engineer (Civil) License No. 36982 Registered Professional Land Surveyor, License No. 2380

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# CITY OF GEORGETOWN NOTICE OF PUBLIC HEARING

#### **Comments From Neighboring Property Owners**

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

# Project Name/Address: 661 FM 971

Project Case Number: <u>2019-3-REZ</u> P&Z Date: <u>April 2, 2019</u> Case Manager: <u>Chelsea Irby</u>
Name of Respondent:
Signature of Respondent:
Address of Respondent: <u>107 Pecan Vista Cove, Géorgetown, TX</u> 78626 (Address required for protest)
I am in FAVOR: I OBJECT:X
Additional Comments:
See attached.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to <u>planning@georgetown.org</u>. Any such comments may be presented to the Commission.

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#### REZONING

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Thank you Commissioners Brashear, Albright, Bargainer, McCord, McMichael, Newman, Patterson, Perthuis and Stewart for this opportunity to address concerns about potential Multifamily rezoning of the Ramsey Tract, which is presently zoned as agricultural with two single family residences on site.

I live at 107 Pecan Vista Cove, which is at the northwest property line of the Ramsey Tract to the Parkview Estates subdivision.

Of the 5 UCD criteria for zoning amendment, the proposed Multifamily rezoning is not similar in character or density to the current Residential Single Family homes located to the south including River's Edge, Katy Cove and Katy Crossing or to the single family homes to the west at Parkview Estates. Nor is Multifamily similar in character to the east or north agricultural zones which also include Single Family homes.

At present the Ramsey Tract has 2 outlets, one to FM 971 and the other onto Pecan Vista Lane through Parkview Estates.

Farm to market 971 is 2 lanes. According to physical engineer Mr. Bobby Ramthun at TxDot, there are no immediate plans to expand 971 and make it 4 lane. Apparently, computer modeling showed difficulty with expansion due to the Guadalupe cemetery located on Morrow Street. Adding to the congestion of 971 is the approved project announced by City Manager David Morgan to connect 971 next year to Northwest Boulevard through an overpass over I-35 in order to "make an impact in taking traffic off of Williams Drive" (*Community Impact Newspaper*, 11/15/2017). It's hard to see how a 2-lane road can ease traffic from a 4-lane without further bottlenecking on 971. Traffic will also greatly increase through the Pecan Vista Lane connection to Parkview Estates as 89-200 condo drivers search for a way to work.

I respectfully request the honorable commissioners vote against the proposal for Multifamily rezoning to the City Council based on the added burden of traffic to both 2-lane 971 and the Pecan Vista Lane connection through Parkview Estates. ORDINANCE NO.

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 12.08 acres out of the Antonio Flores Survey, Abstract No. 235, also being Lot 2 of the Dream Acres Subdivision, generally located at 661 FM 971., from the Agriculture (AG) zoning district to the Low Density Multi-Family (MF-1) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

12.08 acres out of the Antonio Flores Survey, Abstract No. 235, also being Lot 2 of the Dream Acres Subdivision, as recorded in Cabinet M, Slide 189 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 2, 2019, held the required public hearing and submitted a recommendation of approval (7-0) to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on April 23, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

# Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

<u>Section 2</u>. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture (AG) to the Low Density Multi-Family (MF-2) zoning district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number: \_\_\_\_\_ Description: Ramsey Tract Rezoning Date Approved: May 14, 2019 Page 1 of 2 Case File Number: 2019-3-REZ 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.

<u>Section 4</u>. 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.

<u>Section 5</u>. 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 23<sup>rd</sup> day of April, 2019.

APPROVED AND ADOPTED on Second Reading on the 14<sup>th</sup> day of May, 2019.

THE CITY OF GEORGETOWN:

Robyn Densmore, TRMC City Secretary

ATTEST:

Mayor

APPROVED AS TO FORM:

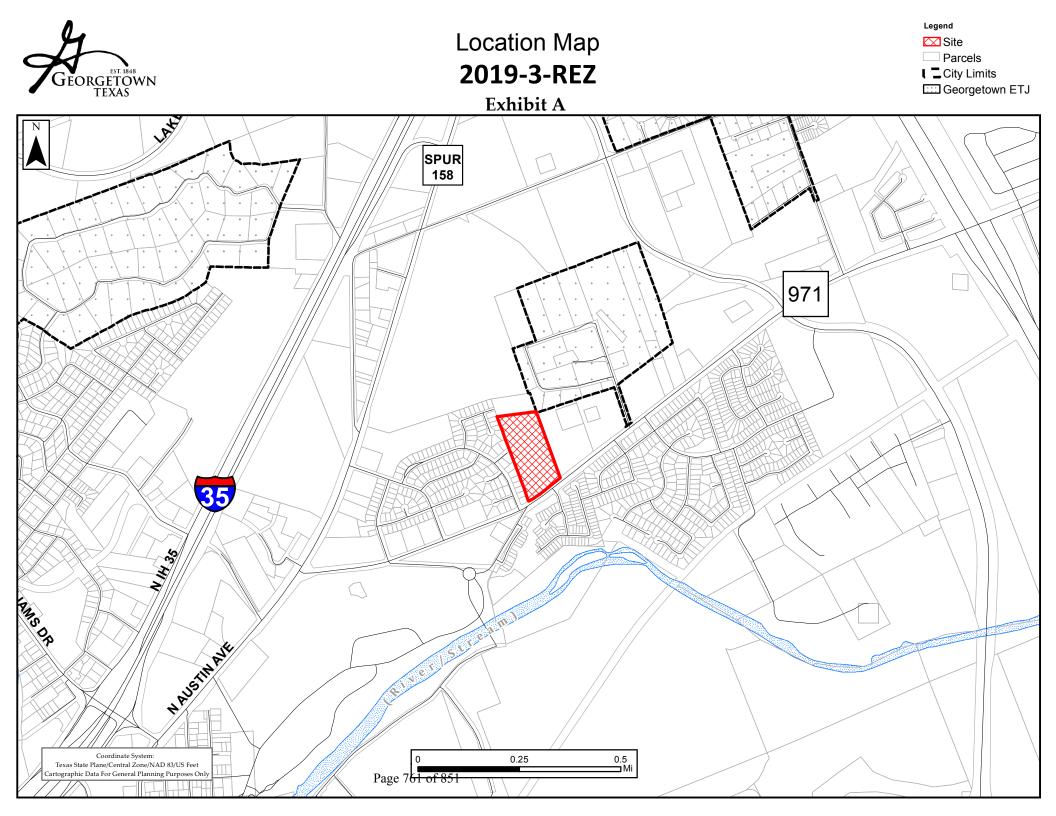
Charlie McNabb City Attorney

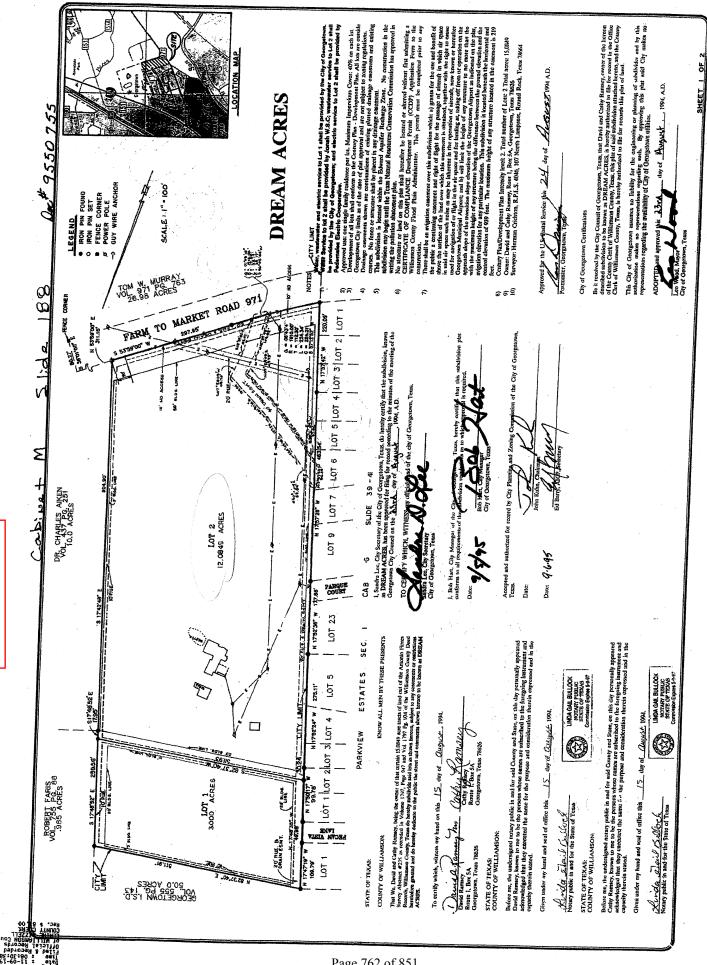
Ordinance Number: \_\_\_\_ **Description: Ramsey Tract Rezoning** 

Date Approved: May 14, 2019

Page 2 of 2 Case File Number: 2019-3-REZ **Exhibits A-B Attached** 

Dale Ross





Page 762 of 851

SSZŐ

Exhibit B

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Villiannson County Commissioners' Court approva

rentimenter vour transmert voursy, voer aanser vorgenen vour vour un enternen en enver-re offer physic heroughfers stoern en this phy, or is contracting any hidges or suberts in connection betweith. It is intrust understood may appoint the completion of the aforestic obligations of the developerate by comparison of years from the date of completion, and all offerengy drainsplots have been achieved or the granizion of 3 years from the date of completion, and all offerengy drainsplots have been instanded or writer principion of 3 years from the date of completion, and all offerengy drainsplots have been instanded or writer principion of 3 years from the date of completion, and all offerengy drainsplots have been instanded or writer principion of any array and any one of the outer will be able to a superior of and strates and reade. The county will assume its responsibility for mainterance of all strates on the date of completing and strates and strates and streams and obstant of the flain those draining or protecting the road system and streams. ason County, Texas it is understood that t and all bridges or entrents necessary to tion to build or maintain the stre the owner of the trac acs no obliz ters' Court of Willia n approving this plat by the Commissi alding of all streets, roads and other with plans

the county assumes no responsibility for the accuracy of representations by other parties in this plat. Flood bind data, in particular, may change depending on subsequent development.

STATE OF TEXAS: WILLIAMSON COUNTY:

1. JOHN DOERFLER, County hudge of Williamson County Taza, do kereby certify that this map or plat, with written field notes shown hencers and the starveyor's certificate appearing hercen, known as DREAM ACRE Johning Keren (Johg presented to the Commissioners Count of Williamson County, Ireas, and by add court was obly conditioned, was on this day approved, and and plat is authoused to be register'd and recorded in the Quoperpresents of the County Clerk of Williamson County, Traas. openy ecords of the Cou Are County of C. Doerfler, County

11-6-95 udge, Williamson County, Texas Date

SHATE OF TEXAS: 1 COUNTY OF WILLIAMSON:

1. Ehsine Bizzeli, Clerk of the County Court, within and for the County and State aforesaid, do hereby can than the forging instrument or white whit is certificate of antimethicity, and we defort for record in any of our the <u>1000 period</u>. An event we apply the <u>1000 period</u>. An event we apply the period of the period period period of a state and the period period period. An event we apply the period period period period period period period period. An event we apply the period period period period period period period period. An event period per

any office in Georgetown, Texas, the last



STATE OF TEXAS: COUNTY OF WILLIAMSON:

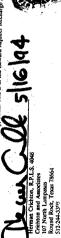
associated with it. Based upon the above representations of the surveyor whose seal is difficied here plat as represented by the said surveyor. The did the plat complices with the require regulations for Williamson. Comply, the Williamson County Food platin regulations onello swerage facility regulations this excitification is made noich pron state. County discinaria any responsibility to any member of the platis for its plat representation factorial and angle. Our platis for the plate and representation factorial or the state and the plat and the documents i representation factorial or the test.

8/31/15 Paulo Pinto, Director of Environmental Services

STATE OF TEXAS: COUNTY OF WILLIAMSON;

It the undersigned, a registered professional hard surveyor in the State of Texas, hereby certify that this plat is the and correctly made and is prograd from an avail survey of the propervisation and that the correct meanments were properly placed under my supervision and that the text and all plates and secretify that the text and all plates and secretify that the text and all plates and secretify that the text and an experimental and the plate and all plates and secretify that the text and all plates and secretify that the text and all plates and that the text and all plates and secretify and county enclosed and the plate and all plates and that and all plates and secretify and county ordinances, coder, plates and text and all states that is an extended with all referent text as curved as the text of the plates and secretify and county ordinances, coder, plates and text and secretify and county enclosed.

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SHEET 2

**DREAM ACRES** 

FIELD NOTES

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# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

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

#### ITEM SUMMARY:

#### <u>Background</u>

On March 11, 2003, the City Council approved Ordinance 2003-16 adopting a set of comprehensive development regulations known as the Unified Development Code (UDC), which codified various zoning and subdivision standards. Included in these standards were Zoning Use Regulations that identifies uses that may be permitted by right, subject to limitations or require approval of a Special Use Permit (SUP) for each zoning district. These uses are categorized into eight (8) categories based on similar functional, product or physical characteristics and ranges from residential to civic, commercial, industrial, transportation and other uses (UDC Chapter 5).

Revisions to the Zoning Use Regulations (Permitted Use Table) is a topic that was included in the City Council approved General Amendments List for the 2018/19 UDC Annual Review process. Since this time, the City has identified several uses to be reviewed in order to ensure the healthful and orderly development of the city, as well as the public welfare by regulating certain uses along the City's major thoroughfares, residential neighborhoods and commercial/employment centers. These uses include, but are not limited to, auto-related uses in the Local Commercial (C-1) zoning district, office/warehouse use in the General Commercial (C-3) zoning district, multi-family, detached in the Mixed Use Downtown District (MU-DT), food establishment services in the Industrial (IN) zoning district, and conditions for bar, taverns and pubs . In addition, City staff will look at including non-listed uses, such as commercial vehicle sales and services and micro-distillery uses.

#### **Timeline of Discussions**

#### • February 12, 2019:

The City Council received a workshop presentation on 2018/2019 UDC amendments. The City Council provided general direction on priorities, topics and process. At this point land use revisions included the following:

- Restaurants in Business Park and Industrial zoning districts.
- Distance requirements for Bar, Tavern or Pub uses
- Office warehouse
- Workshop discussion and general direction included:
- •Discussion on the 3 types of the UDC amendments identified in the UDC
- •The following direction was provided:

•Review of setbacks for Multi-family and non-residential development when adjacent to ETJ single family residential property.

•Update UDC to increase notice requirements to 300' rather than the state mandated 200' for rezoning requests.

•Update UDC to identify notice shall be provided to ETJ residents if located within the prescribed notice area.

•Review automotive uses to require a special use permit in a local commercial (C-1) zoning district.

•Allow council members the opportunity to review the UDC amendment list and return to a workshop session to discuss UDC amendments that may be processed outside the annual review process.

#### • February 26, 2019:

The City Council received a workshop presentation and general discussion and direction provided to staff was to move the UDC amendments on land use to an executive/ out of cycle amendment process.

#### • March 26, 2019:

The City Council voted to process this amendment as an executive amendment (Resolution No. 032619-T) in accordance with UDC Section 3.05.030.

#### Proposed Amendments:

The proposed amendments include (Ordinance Exhibits A and B):

- Revising auto-related uses permitted by right in the Local Commercial (C-1) zoning district to require approval of a Special Use Permit
- Allowing detached multi-family uses in the Mixed-Use Downtown (MU-DT) zoning district subject to approval of a Special Use Permit
- Allowing food and beverage establishments in the Industrial (IN) zoning district subject to approval of a Special Use Permit
- Removal of the minimum separation requirements between bars, pubs and taverns while retaining requirement for special use permit process where it is currently required by the UDC.
- Addition of non-listed uses (micro-distillery and commercial vehicle sales) to the Permitted Use Table

#### <u>Staff's Analysis</u>

Staff has reviewed the proposed amendments in accordance with the Unified Development Code (UDC). Staff has determined that the proposed amendments meet the criteria established in UDC Section 3.05.050 for a Text Amendment. Particularly, staff finds:

- 1. The proposed amendments promote the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City by establishing standards and processes that could allow certain uses appropriate in specific zoning districts subject to compliance with specific site design standards;
- 2. The proposed amendments are consistent with the Comprehensive Plan as the amendments further implement the policies and recommendations of the Land Use Element;
- 3. The proposed amendments are necessary to address conditions that have changed in the City;
- 4. The proposed amendments would positively impact the community and environment by implementing specific design standards to mitigate the impact these uses may have on existing neighborhoods and commercial or industrial areas; and
- 5. The proposed amendments are in conformance with other applicable Sections of the City Code.

#### **Public Comments**

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 24, 2019). As of the publication date of this report, staff has not received written comments on the proposed amendments.

#### Planning and Zoning Commission

At their April 16, 2019 meeting, the Planning and Zoning Commission unanimously recommended approval of the UDC amendments. Two citizen spoke in support of the amendments, specifically the amendments for automotive uses in the C-1 zoning district.

#### City Council First Reading

At their April 23, 2019 meeting, the City Council unanimously approved First Reading of the Ordinance for the proposed amendments.

FINANCIAL IMPACT:

None studied at this time.

SUBMITTED BY: Andreina Dávila-Quintero, AICP, Current Planning Manager

ATTACHMENTS:

Ordinance

Ordinance Exhibit A Ordinance Exhibit B

# ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 5, ZONING USE REGULATIONS, RELATIVE TO MULTI-FAMILY, FOOD AND BEVERAGE, AND AUTO-RELATED USES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2003, the City Council of the City of Georgetown, Texas, adopted a set of comprehensive development regulations known as the Unified Development Code ("UDC") via Ordinance No. 2003-16, which codified various zoning and subdivision standards; and

WHEREAS, the City Council established a UDC Advisory Committee on November 12, 2013, to review proposed or requested amendments to the UDC other than executive amendments, which are those amendments that are nondiscretionary, mandatory, or legislative revisions to address state statutes or case laws, ratify published directors determinations, incorporate recently approved Council ordinances, process City Council designated emergency items, or address revisions otherwise determined necessary by legal counsel; and

WHEREAS, the City Council adopted Resolution No. 032619-T on March 26, 2019, designating the amendment to the UDC relative multi-family, food and beverage establishments, and auto-related uses an emergency amendment in accordance with UDC Section 3.05.030; and

WHEREAS, by City Council declaring this amendment an emergency amendment, it will be processed as an executive amendment that is not reviewed by the UDC Advisory Committee; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on the proposed amendment at their April 16, 2019 regular scheduled meeting, and recommended approval of the amendment to the City Council.

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

**SECTION 1:** The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and

PAGE 1 OF 2

further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan.

**SECTION 2**: Chapter 5, Zoning Use Regulations, of the UDC is hereby amended as described in **EXHIBIT "A"** and **"B**".

**SECTION 3**: All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

**SECTION 4:** If any provision of this Ordinance, or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

**SECTION 5:** The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective in accordance with the provisions of State Law and the City Charter of the City of Georgetown.

**APPROVED** on First Reading this 23 day of April, 2019.

**APPROVED AND ADOPTED** on Second Reading this 14 day of May, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross Mayor Robyn Densmore, TRMC City Secretary

APPROVED AS TO FORM:

Charlie McNabb City Attorney Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

#### **Chapter 5 - ZONING USE REGULATIONS**

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#### SECTION 5.02. - RESIDENTIAL USES

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Sec. 5.02.010. - Residential Uses Allowed by District.

The following use table presents the residential uses that are allowed in each zoning district, in accordance with the standards and regulations of this Code. Certain uses are allowed with limitations detailed in Section 5.02.020. The 'Notes' column of the table contains direction on the specific limitation of the particular use.

#### Table 5.02.010: Residential Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF 1	MF 2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
Household Li	iving																		
***																			
Multifamily, Detached Dwelling Units	_	_	_	_	_		Р	_	_	_	_	_	_	_	_	_	<u> <u> </u></u>	See Section <u>4.11</u> <u>4.09</u>	<u>G</u>
***																			

Sec. 5.02.020. - Residential Use Limitations.

All residential uses shall meet any applicable provisions of the City of Georgetown Code of Ordinances, in addition to the following limitations:

\*\*\*

#### E. Multifamily, Attached Dwelling Units.

\*\*\*

2. A Special Use Permit, pursuant to Section 3.07, is required for attached multifamily dwelling units as designated in Table 5.02.010 and is subject to the following conditions:

\*\*\*

Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

- f. Attached multifamily development in all districts must also meet the building design standards of Section <del>7.04</del>7.03, the lighting design standards of Section <del>7.05</del>7.04, and the non-residential landscape requirements of Section 8.04.
- g. Attached multifamily development in all districts must also meet the common amenity area requirements of Section 6.06.020 and the parkland dedication requirements of Section <u>13.0513.08</u>.

\*\*\*

# G. Multifamily, Detached Dwelling Units.

- 1. Detached multifamily dwelling units are permitted in accordance with Table 5.02.010.
- 2. A Special Use Permit, pursuant to Section 3.07, is required for detached multifamily dwelling units as designated in Table 5.02.010 and is subject to the following conditions:
  - a. The location and context of the detached multifamily development shall be secondary and supportive to established surrounding commercial uses, helping to facilitate an active, pedestrian friendly environment where the mixture of uses enables people to live, work, play, and shop.
  - b. Setbacks shall be in conformance with the setbacks of the district in which the detached multifamily development is proposed.
  - c. Building height shall be in conformance with the building height of the district in which the detached multifamily development is proposed.
  - d. Detached multifamily development in all districts shall also meet the building design standards of Section 7.03, the lighting design standards of Section 7.04, and the non-residential landscape requirements of Section 8.04.
  - e. Detached multifamily development in all districts must also meet the common amenity area requirements of Section 6.06.020 and the parkland dedication requirements of Section 13.08.
- 3. In addition to the requirements of Section 5.02.020.G.2, when reviewing the conceptual site layout required per Section 3.07, the City Council may consider and add conditions provided the requirements of the zoning district are not exceeded, to the Special Use Permit, including but not limited to the following:

Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

a. Location of the development;

b. Amount of lot frontage along a commercial corridor;

c. Dwelling units per acre (maximum 24);

d. Maximum building heights;

e. Dwelling units per structure;

f. Type and number of amenities;

g. Accessory structures;

h. Ingress and egress locations; and

i. Landscape buffers.

\*\*\*

#### SECTION 5.04. - COMMERCIAL USES

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#### Sec. 5.04.010. - Commercial Uses Allowed by District.

The following use table presents the commercial uses that are allowed in each zoning district, in accordance with all standards and regulations of this Code. Certain uses are allowed with limitations detailed in Section 5.04.020. The 'Notes' column of the use table contains direction on the specific limitation of the particular use.

#### Table 5.04.010: Commercial Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
***																			
Food and Be	verage	Estab	lishm	ents															
Restaurant, General	_	_	_	_	_	_	_	_	_	L	L	Р	L	L	<u>S</u>	L	Р		Е, А
Restaurant, Drive- through	-	_	Ι		Ι	Ι	Ι	_	Ι	S	L	Р		L	<u>S</u>		S		Е, А

#### EXHIBIT "A"

Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
Bar, Tavern or Pub					_				_	S	L	L				_	S		F, A
Micro Brewery <sub>∠</sub> <del>or</del> Micro Winery <u>_or</u> <u>Micro</u> <u>Distillery</u>		_	_	_	_	_	-	-	_	L	L	L	_	_	_	_	L		G, A
***																			
Automotive S	ales a	nd Se	rvices	6	1											1			
Automobile Sales, Rental or Leasing Facility	_	_	_	_	_				_			S	_	_	Р	_	_		S
<u>Commercial</u> <u>Vehicle</u> <u>Sales,</u> <u>Rental or</u> <u>Leasing</u> <u>Facility</u>	1			1	_		Ц	1	-			<u>S</u>	1		<u>P</u>	_	Ц	-	X
Automobile Parts and Accessories Sales, Indoor	_	_	_	_	_	_	_	_	_	_	<u>н</u> <u>S</u>	Р	_	_	_	_	_		А
***																			
Automobile Repair and Service, General		Ι	_	_	_	_	_	_	_	_	_	S	_	_	Р	_	_		ŦŢ
Fuel Sales	_	_	_	_	_	_	_	_	_	_	<u>н</u> <u>S</u>	L	_	S	Р	_	_		<del>U-T</del>
Fuel Sales with more than ten multi-fuel dispensers		_			_	_	-	-	_	_	_	S			Р	_	_		<u> <del>T1</del>-Z</u>
Car Wash	_	_	_	_	_	_		_	_	_	<u></u> <u></u>	Р	_	S	Р	_	_		<u>₩-</u> U
***		-			·														

Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

#### Sec. 5.04.020. - Commercial Use Limitations.

All commercial uses shall meet any applicable provisions of the City Code of Ordinances, in addition to the following limitations. Outdoor display and storage requirements, if applicable, shall be met in accordance with Section 5.09.

# A. Building Size Limitation.

Commercial, retail, service, and office buildings are limited to the following maximum building size:

- 1. In the CN District, the floor-to-area ratio shall not exceed 0.3. The maximum building size of each building on an individual lot or parcel shall be 7,500 square feet.
- 2. In the C-1 District, the floor-to-area ratio shall not exceed 0.5.

\*\*\*

# F. Bar, Tavern or Pub, Dance Hall or Nightclub.

A bar, tavern, pub, dancehall, or nightclub is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

- 1. The establishment shall be located no less than 300 feet from a church, public or private school or public hospital, subject to the measurements of the City Code of Ordinances.
- 2. The establishment shall be located no less than 750 feet from an existing bar, tavern, pub, dancehall, or nightclub, subject to the measurements of the City Code of OrdinancesReserved.
- 3. The establishment is subject to the provisions of Chapter 6.40, Alcoholic Beverages, of the City Code of Ordinances.

# G. Micro Brewery, or Micro Winery or Micro Distillery.

A micro brewery, or micro winery, or micro distillery is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. A micro brewery, or micro winery, or micro distillery shall be located no less than 300 feet from a church, public or private school or public hospital subject to the measurements of the City Code of Ordinances.

2. A micro brewery, or micro winery, or micro distillery is subject to the provisions of Chapter 6.40, Alcoholic Beverages, of the City Code of Ordinances.

\*\*\*

#### T. Fuel Sales.

A fuel sales establishment is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

\*\*\*

8. In addition to the requirements in Section <del>7.057.04</del>, any freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

NOTE: Subsection T1 has been renumbered and moved to Subsection Z

T1. Fuel Sales with more than ten multi-fuel dispensers.

A Special Use Permit for a fuel sales establishment with more than ten multi-fuel dispensers (20 fuel positions) shall be required in the General Commercial (C-3) zoning district pursuant to Section 3.07, and subject to the standards in subsections (T)(4) through (T)(9) above.

# U. Car Wash.

A car wash is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

- 1. A self-service car wash facility may contain a maximum of four self-service bays.
- 2. A fuel sales use is not allowed with either a full-service or self-service car wash.

# V. Reserved Automobile Repair and Service, General.

- 1. In the General Commercial (C-3) District, temporary outdoor storage of automobiles awaiting service or pick-up is permitted within the guidelines specified in Section 5.09.030. No other outdoor storage is allowed in the C-3 District.
- 2. In the Industrial (IN) District, all outdoor storage, except as limited in 5.09.030, is permitted.

\*\*\*

# X. **<u>Reserved</u>** <u>Commercial Vehicle Sales, Rental or Leasing Facility</u>.

<u>Commercial Vehicle sales, rental or leasing facility is permitted in accordance with Table</u> <u>5.04.010 and subject to the following standards and limitations:</u>

# 1. Lighting.

Fixed lighting shall be shielded or have cut-off fixtures to prevent direct glare of beams onto any adjacent public or private property or street. Light poles shall be placed no closer than 45 feet apart.

# 2. Screening from Residential.

Screening, meeting the guidelines of a High Level Bufferyard, shall be provided along all lot lines abutting or adjacent to a Residential District, or when adjacent to an existing single-family home in the AG District, or when adjacent to an existing single-family home in the ETJ that is platted and planned for residential use on the Future Land Use Map.

# 3. Outdoor Display and Storage.

- a. Display and storage areas shall be clearly shown on the Site Plan and identified on the site.
- b. Outdoor display of commercial vehicles shall be set back a minimum of 25 feet from all lot lines abutting residentially zoned or developed property.
- c. Outdoor storage shall be located behind the front building façade of the primary structure.
- d. Permanent and temporary tent canopies may be erected over areas used for automobile sales display and shall not be considered buildings, but may not encroach into building setbacks, required parking spaces, drive aisles or bufferyards. All necessary building permits shall be required, but a revision to an existing Site Plan shall not be required if the tent canopy is located over an existing display area. All safety issues regarding fire and building codes shall be addressed.

# 4. Accessory Uses.

Automobile Repair and Service, Limited and General, and Automobile Parts and Accessory Sales, Indoor, shall be allowed accessory uses with a Commercial Vehicle Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

Sales Facility. Automobile Repair and Service, General shall not be permitted on the premises of a Rental Facility and any allowed limited repairs shall be performed only within the principal building.

\*\*\*

# Z. Fuel Sales with more than ten multi-fuel dispensers.

A Special Use Permit for a fuel sales establishment with more than ten multi-fuel dispensers (20 fuel positions) shall be required in the General Commercial (C-3) zoning district pursuant to Section 3.07, and subject to the standards in subsections (T)(4) through (T)(9) above.

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Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

#### **Chapter 16 - DEFINITIONS**

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#### **SECTION 16.02. - DEFINITIONS**

The following definitions describe terms found in this Code.

\*\*\*

#### Commercial Use. See "Use, Commercial".

**Commercial Vehicle.** A vehicle or combination of vehicles used to transport passengers or property that:

- 1. Has a manufacturer's rated carrying weight equal to or greater than one and one-half tons;
- 2. Is designed to transport 16 or more passengers, including the driver;
- 3. Is transporting hazardous materials and is required to be placarded under 49 C.F.R. Part 172, Subpart F, as amended;
- 4. Is a "road tractor" as that term is defined in Chapter 541 of the Texas Transportation Code;
- 5. Is a "truck tractor" as that term is defined in Chapter 541 of the Texas Transportation Code;
- 6. Is a "pole trailer" as that term is defined in Chapter 541 of the Texas Transportation Code; or
- 7. Is a "semitrailer" as that term is defined in Chapter 541 of the Texas Transportation Code.

<u>Commercial Vehicle Rental or Leasing Facility.</u> A facility engaged in the rental of commercial vehicles, including incidental storage and limited servicing.

**Commercial Vehicle Sales Facility.** The sale of commercial vehicles including incidental storage, maintenance, and servicing.

\*\*\*

**Micro\_brewery.** A retail establishment where beer is produced on the premises for in-house consumption and sale. Food sales or a restaurant may also be included, as well as associated retail sales. A microbrewery typically produces less than 15,000 barrels annually.

**Micro Winery.** A retail establishment where wine is produced on premises for in-house consumption and sale. Food sales or a restaurant may also be included, as well as associated retail sales. A micro winery is typically a small wine producer that generates up to 15,000 gallons of wine annually.

Zoning Use Regulations (Executive Amendment) UDC Amendment No. 11

**Micro distillery.** A retail establishment where alcohol is produced on the premises for in-house consumption and sale. Food sales or a restaurant may also be included, as well as associated retail sales. A micro-distillery typically produces less than 15,000 barrels annually.

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# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

Second Reading of an Ordinance for the voluntary annexation of an approximate 0.63-acre tract in the L.P. Dyches Survey, Abstract No. 171, with the initial zoning designation of the General Commercial (C-3), for the property generally located at 8400 RR 2338, to be a part of Highland Village -- Sofia Nelson, CNU-A, Planning Director

#### ITEM SUMMARY:

#### **Overview of Applicant's Request:**

The applicant is requesting annexation and initial zoning designation of General Commercial (C-3) for a 0.63-acre tract generally located along RR 2338, north of its intersection with CR 245. The subject property will be a part of the Highland Village development. The small portion of land was not originally included in the Highland Village Annexation, Development Agreement, and Planned Unit Development (PUD). The subject property has a Future Land Use designation of Mixed Use Community.

The item under consideration tonight is to take action for the voluntary annexation and designation of General Commercial (C-3) as the initial zoning district designation, submitted in accordance with State Law.

#### **Meeting Schedule:**

- 2/26/2019 City Council Grant Petition for Annexation COMPLETED
- 3/19/2019 P&Z Public Hearing and Recommendation for Zoning Only COMPLETED
- 3/26/2019 at 3pm City Council Public Hearing #1 COMPLETED
- 3/26/2019 at 6pm City Council Public Hearing #2 COMPLETED
- 4/23/2019 City Council First Reading of Ordinance COMPLETED
- 5/14/2019 City Council Second Reading of Ordinance

#### Planning and Zoning Commission (P&Z) Recommendation:

At their March 19, 2019 meeting, the Planning and Zoning Commission held a public hearing and unanimously recommended approval of the zoning designation request.

#### **City Council (First Reading) Action:**

At their April 23, 2019 meeting, the City Council unanimously approved First Reading of the Ordinance for the request.

#### FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY: Chelsea Irby, Senior Planner

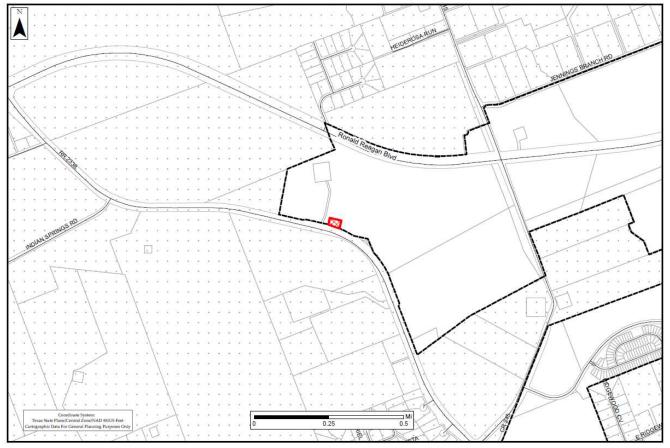
ATTACHMENTS:

2019-1-ANX - P&Z Staff Report Exhibit 1 - Location Map Exhibit 2 - Future Land Use Map Exhibit 3 - Zoning Map Exhibit 4 - C-3 Standards and Permitted Uses Exhibit 5 - Letter of Intent Exhibit 6 - Public Comments Draft Service Plan Metes and Bounds ordinance with exhibits



# **Planning and Zoning Commission Planning Department Staff Report**

Report Date: Case No: Project Planner:	March 15, 2019 2019-1-ANX Chelsea Irby, Senior Planner
Item Details	
Project Name: Project Location: Total Acreage: Legal Description:	8400 RR 2338 (to be part of the Highland Village Development) 8400 RR 2338, within City Council district No. 3 0.63 0.63 acres out of the L.P. Dyches Survey, Abstract No. 171
Applicant: Property Owner: Request:	Turley Associates, Inc. c/o Jennifer Ryken Highland Village Georgetown, LP c/o Joe Birdwell Zoning Map Amendment to zone the subject property to General Commercial (C-3) upon annexation
Case History:	This is the first public hearing of this request.



Location Map

# **Overview of Applicant's Request**

The applicant is requesting annexation and initial zoning designation of General Commercial (C-3) for 0.63 acres. The subject property will be a part of the Highland Village development. The small portion of land was not originally included in the Highland Village Annexation, Development Agreement, and Planned Unit Development (PUD) approved by City Council in 2018.

# Site Information

# Location:

The subject property is located along RR 2338 (known as Williams Dr within the city limits), east of the intersection of RR 2338 and Ronald Reagan Blvd. It will be a part of the Highland Village Development, which is approved through a Planned Unit Development.

# **Physical and Natural Features:**

The subject property is flat with some tree cover. The property is currently vacant and undeveloped. There are no notable features.

# Future Land Use and Zoning Designations:

The subject property has a Future Land Use designation of Mixed Use Community. The property is not zoned, as it's currently in the City's ETJ.

# **Surrounding Properties:**

The surrounding area is vacant and undeveloped, however, there are many entitled developments in the vicinity including Highland Village and Parmer Ranch, both of which are mixed-use development consisting of a mix of residential and non-residential uses along the major corridors. Sun City, a residential development, is located further to the east.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	PUD with a based district of RS and C-3	Mixed Use Community	
South (across RR 2338)	N/A - ETJ	Low Density Residential	
East	PUD with a based district of RS and C-3	Mixed Use Community	Vacant/Undeveloped
West	PUD with a based district of RS and C-3	Mixed Use Community	



Aerial Map

# **Property History:**

This is the first development/planning application for this property.

# **Comprehensive Plan Guidance**

# Future Land Use Map:

The *Mixed Use Community* category is described in the 2030 Comprehensive Plan as intended for large tracts of undeveloped land, which are appropriate for larger scale, creatively planned communities, where a mix of residential types and densities are complemented by supporting retail, small to medium-scale office development, and integrated open spaces, where appropriate.

# Growth Tier:

The subject property is located within Growth Tier 1B. **Tier 1B** is the area within the present city limits, or subject to a development agreement, surrounding Tier 1A that is generally under-served by infrastructure and where such service and facilities will likely be needed to meet the growth needs of the city once Tier 1A (that portion of the city where infrastructure systems are in place or can be provided) approaches build-out. This includes area subject to development agreements or annexation service plans, which mandate the provision of public facilities at varying levels of service. Other than this commitment, the City's priorities for capital improvements should focus on the development of a full array of services and facilities with adequate capacities in Tier 1A, prior to initiating additional major investments in Tier 1B.

# Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electric. It is anticipated that there is adequate water and wastewater capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Subdivision Plat to determine capacity and any necessary utility improvements.

# Transportation

The subject property is located along RR 2338, a Major Arterial roadway per the City's Overall Transportation Plan (OTP).

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

A Traffic Impact Analysis (TIA) for the Highland Village development is currently under review by the City's Engineering Department.

# **Proposed Zoning district**

The General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

Permitted uses in this district include, but are not limited to, general retail, hotels, restaurants, and general office. Other uses such as activity center, bar/tavern/pub, college/university, fuel sales, and event facility among others are permitted subject to specific design limitations. Certain land uses, including automotive sales, rental or leasing facilities, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-3 district permitted uses and development standards.

# Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

# Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it **complies** with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

<b>REZONING APPROVAL CRITERIA</b>	FINDINGS	STAFF COMMENTS
1. The application is complete	Complies	An application must provide the
and the information	Compiles	necessary information to review and

# Planning Department Staff Report

RE	ZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
	contained within the		make a knowledgeable decision in order
	application is sufficient and		for staff to schedule an application for
	correct enough to allow		consideration by the Planning and
	adequate review and final		Zoning Commission and City Council.
	action.		This application was reviewed by staff
			and deemed to be complete.
2.	The zoning change is		The General Commercial (C-3) zoning is
	consistent with the		consistent with the Comprehensive Plan
	Comprehensive Plan.		because the property is designated as
	1		Mixed Use Community, which
			encourages a mix of residential and
			supporting retail and other commercial
		Complies	uses. In addition, this property is located
			near a Regional Commercial and
			Community Commercial nodes, both of
			which encourage and support
			commercial uses that support the
			community and nearby neighborhoods.
3.	The zoning change		The request promotes orderly
	promotes the health, safety		development because the General
	or general welfare of the		Commercial (C-3) district is consistent
	City and the safe orderly,	Complies	with the Highland Village PUD, which
	and healthful development		has a base zoning district of C-3 on the
	of the City.		area surrounding the subject property. C-
	5		3 is also appropriate along major
4.	The zoning change is		transportation corridors, such as RR 2338.
	compatible with the present		The properties across the roadway are
	zoning and conforming uses		undeveloped, but are designated as Low
	of nearby property and with	Complies	Density Residential on the Future Land
	the character of the	-	Use map. Commercial uses are
	neighborhood.		appropriate near residential areas to
	0		support the needs of residents.
5.	The property to be rezoned		While the 0.63 acre-property by itself is
	is suitable for uses		not suitable for the General Commercial
	permitted by the District		(C-3) zoning district because of size, the
	that would be applied by		site is adjacent to and is intended to
	the proposed amendment.		become part of the Highland Village
		Complian	project. This property is planned to be
		Complies	platted as a part of the larger
			development, which will create
			commercial properties along FM 2338
			large enough to be developed to the
			dimensional standards of the C-3 zoning
			district.

In summary, the proposed C-3 zoning upon annexation is found to be appropriate for the subject property. The purpose of the annexation request is to add a small area of land to the Highland Village development, a mixed-use development consisting of residential and commercial uses along this corridor. The proposed zoning is appropriate along a major roadway and is compatible with the Highland Village PUD.

# **Meetings Schedule**

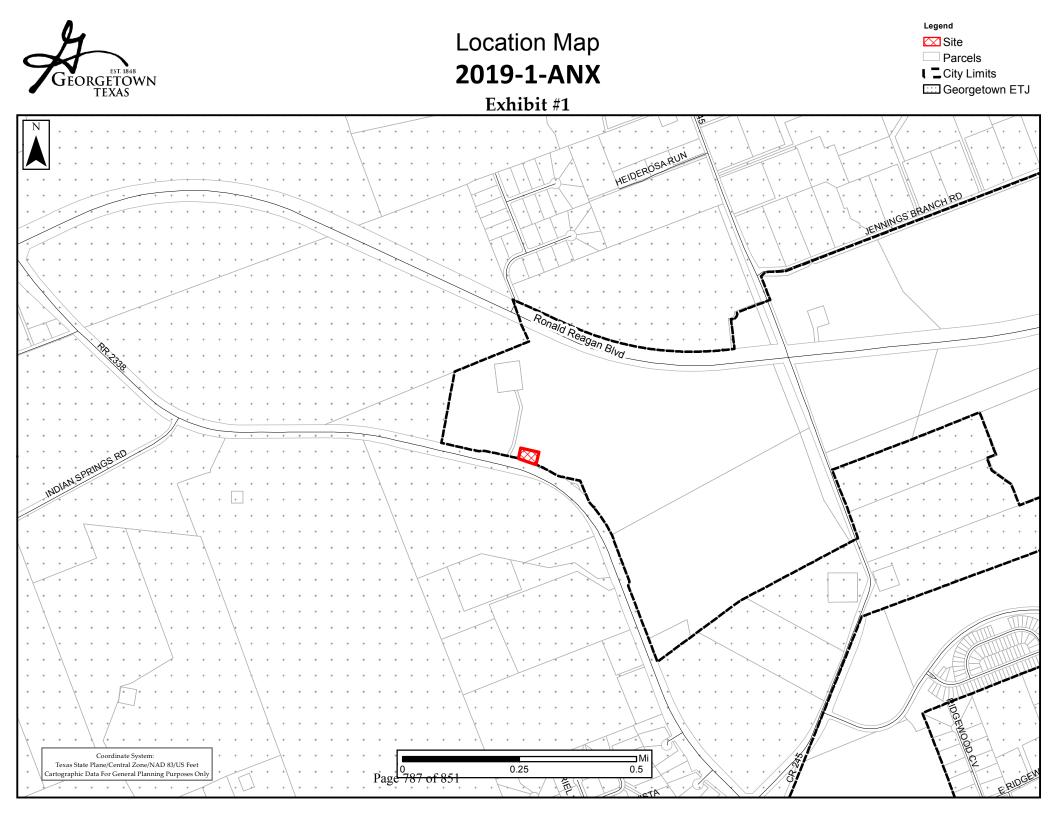
City Council Resolution - 2/26/2019 - COMPLETE Planning & Zoning Commission (Zoning Only) - 3/19/2019 City Council Public Hearing 1- 3/26/2019 City Council Public Hearing 2- 3/26/2019 City Council 1st Ordinance Reading - 4/23/2019 City Council 2nd Ordinance Reading - 5/14/2019

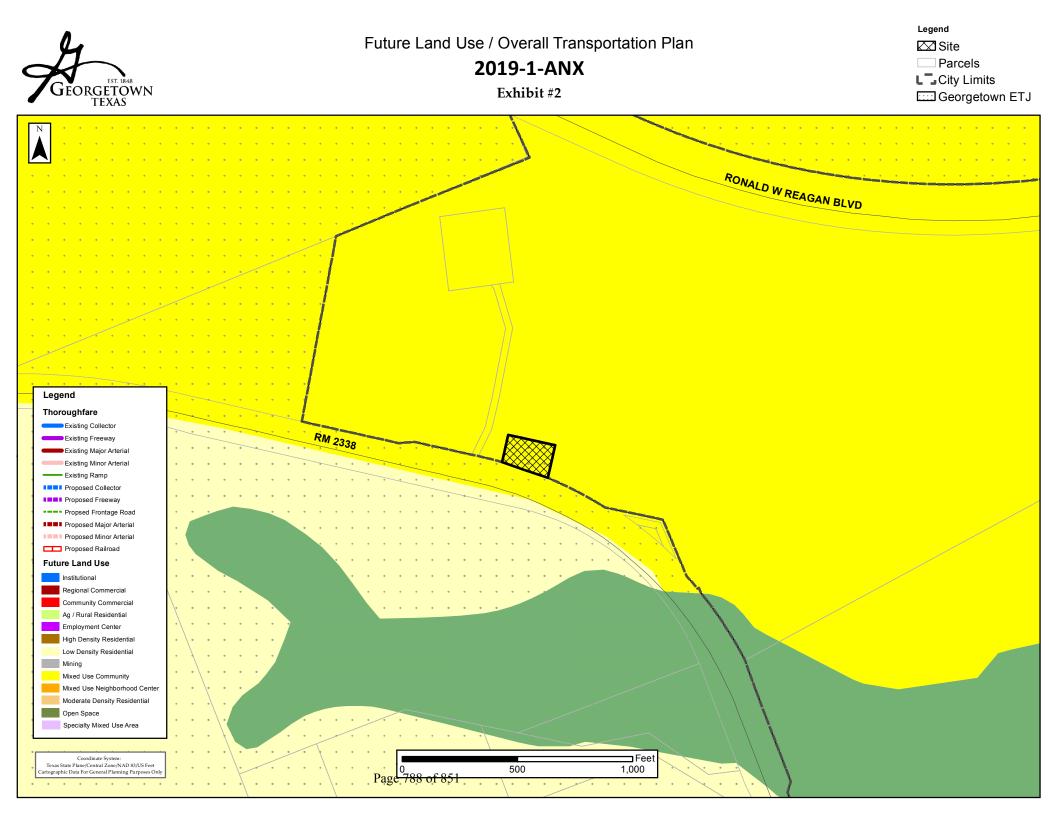
# **Public Notification**

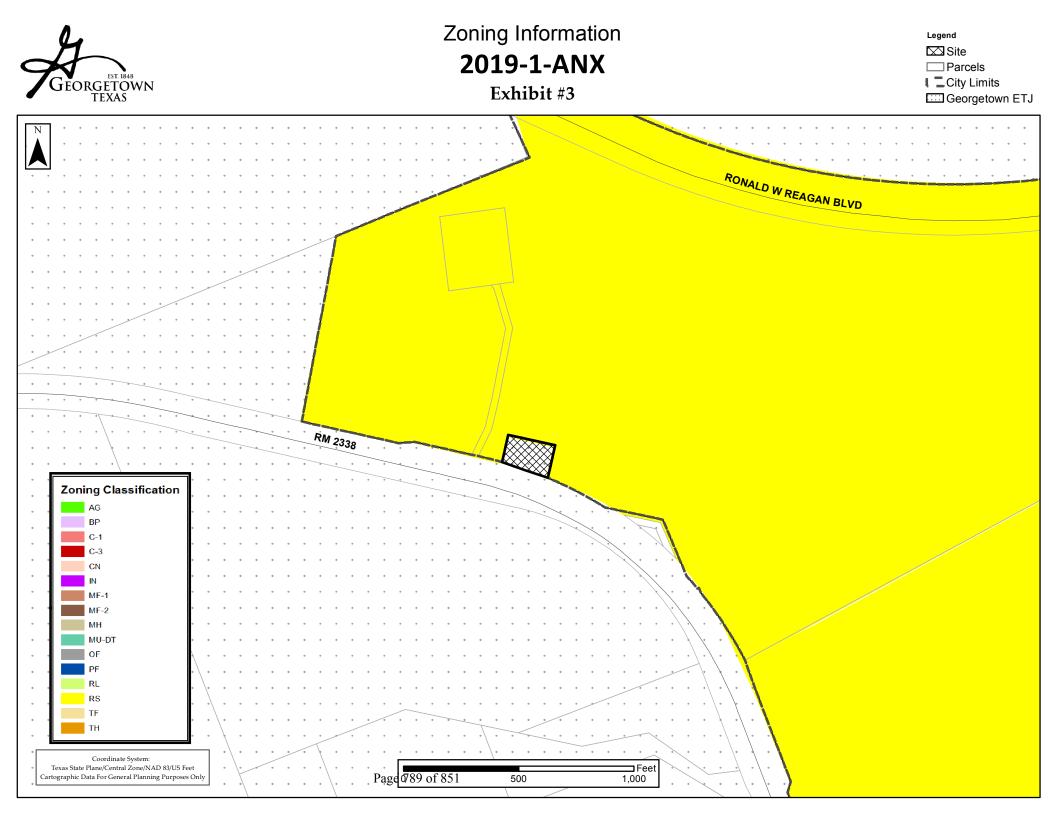
As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (2 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 3, 2019 and signs were posted on-site. To date, staff has received one (1) written comments in favor, and zero (0) in opposition to the request.

# Attachments

Exhibit 1 – Location Map Exhibit 2 – Future Land Use Map Exhibit 3 – Zoning Map Exhibit 4 – Design and development standards of the C-3 zoning district Exhibit 5 – Letter of Intent Exhibit 6 – Public Comments







# General Commercial (C-3) District

	District Development Standards	
Maximum Building Height = 60 feet	Side Setback = 10 feet	Bufferyard = 15 feet with plantings
Front Setback = 25 feet	Side Setback to Residential = 15 feet	adjacent to AG, RE, RL, RS, TF, MH,
(0 feet for build-to/downtown)	Rear Setback = 10 feet	MF-1, or MF-2 districts
	Rear Setback to Residential = 25 feet	
	Specific Uses Allowed within the Dist	rict
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Agricultural Sales	Activity Center (youth/senior)	Auto. Parts Sales (outdoor)
Artisan Studio/Gallery	Athletic Facility, Indoor or Outdoor	Auto. Repair & Service, General
Assisted Living	Bar/Tavern/Pub	Auto. Sales, Rental, Leasing
Automotive Parts Sales (indoor)	Business/Trade School	Bus Barn
Auto. Repair and Service, Limited	Church (with columbarium)	Cemetary, Columbaria, Mausoleum, or
Auto. Repair and Service, Limited		Memorial Park
Banking/Financial Services	College/University	Correctional Facility
Blood/Plasma Center	Commercial Recreation	Firing Range, Indoor
Car Wash	Community Center	Flea Market
Consumer Repair	Dance Hall/Night Club	Hospital, Psychiatric
Dry Cleaning Service	Data Center	Lumber Yard
Emergency Services Station	Day Care (group/commercial)	Major Event Entertainment
Event Catering/Equipment Rental	Driving Range	Manufactured Housing Sales
Farmer's Market	Event Facility	Meat Market
Fitness Center	Fuel Sales	Multifamily Attached
Food Catering Services	Heliport	Recreational Vehicle Sales, Rental,
Funeral Home	Kennel	Self-Storage (indoor or outdoor)
General Retail	Live Music/Entertainment	Substance Abuse Treatment Facility
General Office	Micro Brewery/Winery	Transient Service Facility
Government/Postal Office	Neighborhood Amenity Center	Wireless Transmission Facility (41'+)
Home Health Care Services	Park (neighborhood/regional)	
Hospital	Pest Control/Janitorial Services	
Hotel/Inn/Motel (incl. extended stay)	School (Elementary, Middle, High)	
Integrated Office Center	Upper-story Residential	
Landscape/Garden Sales	Wireless Transmission Facility (<41')	
Laundromat		
Library/Museum		
Medical Diagnostic Center		
Medical Office/Clinic/Complex		
Membership Club/Lodge		
Nature Preserve/Community Garden		
Nursing/Convalescent/Hospice		
Parking Lot (commercial/park-n-ride)		
Personal Services (inc. Restricted)		
Printing/Mailing/Copying Services		
Private Transport Dispatch Facility		
Restaurant (general/drive-through)		
Small Engine Repair Social Service Facility		
Surgery/Post Surgery Recovery		
Theater (movie/live)		
Transit Passenger Terminal		
Urgent Care Facility		
Utilities (Minor/Intermediate/Major)		
Veterinary Clinic (indoor only)		
veterinary chinic (induor only)	Page 790 of 851	



**TURLEY ASSOCIATES, INC.** 

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400 F-1658 TBPLS No. 10056000

January 25, 2019

City of Georgetown Planning Department 406 W. 8<sup>th</sup> Georgetown, TX 78626

RE: Voluntary Annexation and Rezoning Request – 0.63 Acres

On behalf of our client, Turley Associates, Inc. respectfully requests that the City of Georgetown approve the voluntary annexation of the 0.63 acre tract located at 8400 RR 2338 in the ETJ of the City of Georgetown. Please find attached the current Ownership Deed for your reference, Master Application Form, Submittal Authorization Form, Annexation Checklist, Letter of Intent, Location Map, Field Notes, and a sketch of the property.

We are also requesting a rezoning of the property to C-3 to run concurrently with the annexation request.

Please feel free to call or email if you wish to discuss further.

Sincerely,

TURLEY ASSOCIATES, INC.

Jennifer Ryken, P.E., C.F.M. Senior Project Engineer

#### VOLUNTARY PETITION FOR ANNEXATION

Date: January 25, 2019

To the City Council of the City of Georgetown:

Highland Village Georgetown, LP, a Texas Limited Partnership, is the sole owner of the tract of land containing 0.63 acres ("the Tract"). The tract is more particularly described by metes and bounds attached to this petition.

The 0.63 acre tract is located at 8400 RR 2338 in the ETJ of the City of Georgetown and is contiguous to the current city limits. There are no residents living on this property and the current use is vacant.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings.

With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

HIGHLAND VILLAGE GEORGETOWN, LP, a Texas limited partnership

By HIGHLAND VILLAGE GEORGETOWN GP, LLC, a Texas limited liability company, General Partner

V. W. BARGE, III, President

uant selk

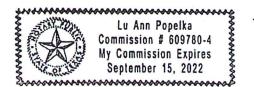
STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on

, 2019,

By V. W. BARGE, III, in his capacity as President of HIGHLAND VILLAGE GEORGETOWN GP, LLC, a Texas limited liability company, in its capacity as general partner of HIGHLAND VILLAGE GEORGETOWN, LP, a Texas limited partnership, for and on behalf of said limited liability company and said limited partnership.



Notary Public



### CITY OF GEORGETOWN NOTICE OF PUBLIC HEARING

#### **Comments From Neighboring Property Owners**

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

#### Project Name/Address: 8400 RR 2338

Project Case Number: <u>2019-1-ANX</u> P&Z Date: <u>March 19, 2019</u> Case Manager: Chelsea Irby
Name of Respondent: Vernm W Barge III. (Please print name)
Signature of Respondent:
Address of Respondent: <u>2005 Birdereck Dr.</u> #211, Temple IX 76502 (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 <u>planning@georgetown.org</u>. Any such comments may be presented to the Commission.

# Exhibit C

CITY OF GEORGETOWN ANNEXATION SERVICE PLAN AREA: 8400 RM 2338 COUNCIL DISTRICT NO.: 3 DATE: MAY 14, 2019

#### I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o); 43.062, and 43.052(h)(1) of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "**8400 RM 2338**". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 26, 2019, at 3pm, and March 26, 2019, at 6pm, in accordance with Section 43.056(j) of the LGC.

#### II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

#### III. INTENT

It is the intent of the City that municipal services under this Plan shall provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

#### IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2<sup>1</sup>/<sub>2</sub> years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4<sup>1</sup>/<sub>2</sub> years from the effective date of the annexation of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

### V. SERVICES TO BE PROVIDED UPON ANNEXATION

- 1. **Police Protection** –Upon annexation, the Georgetown Police Department will extend regular and routine patrols to the area.
- 2. **Fire Protection and Emergency Medical Services** Upon annexation, in the areas where the City has jurisdiction over fire protection and emergency medical services or a contract under which the City provides such services, the City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department to areas within the City limits.
- 3. **Solid Waste Collection** Upon annexation, for occupied structures, the City will provide solid waste collection services to the annexed area in accordance with City ordinances and policies in effect on the date of the annexation. However, per the terms of Sections 43.056(n) and (o) of the LGC, if a property owner chooses to continue to use the services of a privately owned solid waste management provider, the City is prevented from providing solid waste services for 2 years.
- 4. **Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility** – Cityowned water and wastewater facilities that exist in the annexed area will be maintained upon annexation and such maintenance shall be governed by the City's ordinances, standards, policies and procedures. Per the provisions of Section 13.01. 020 of the Unified Development Code ("UDC"), for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any public utilities or services in any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full.

- 5. **Operation and Maintenance of Streets, Roads, and Street Lighting** – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program. Per the provisions of Section 13.01.020 of the UDC, for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any streets or street lighting to any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full. With regard to street lighting, it is the policy of the City of Georgetown that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City in effect at the time of subdivision construction or addition thereto.
- 6. **Operation and Maintenance of Public Parks, Playgrounds, and Swimming Pools** -Upon annexation, publicly owned parks, playgrounds, and swimming pools in the annexed area (if any) will be operated and maintained by the City in accordance with the Section 12.20 of the City Code of Ordinances, and other applicable ordinances, policies, and procedures in effect at the time of annexation for other areas in the City limits. Privately owned parks, playgrounds, and pools will be unaffected by the annexation and shall not be maintained by the City.
- Operation and Maintenance of Publicly Owned Buildings, Facilities, and Services

   Should the City acquire any buildings, facilities or services necessary for municipal services in the annexed area, an appropriate City department will operate and maintain them.
- 8. **Library** Upon annexation, library privileges will be available to anyone residing in the annexed area.
- 9. **Planning and Development, Building Permits, and Inspections Services;** Upon annexation, the City's Unified Development Code and Title 15 of the City Code of Ordinances will apply in the area. These services include: site plan review, zoning approvals, Building Code and other standard Code inspection services and City Code enforcement; sign regulations and permits; and Stormwater Permit services. For a full description of these services, see the City's Unified Development Code and Title 15 of the City Code of Ordinances.

- 10. **Animal Control Services** The provisions of Chapter 7 of the City Code of Ordinances relating to animal control services shall apply in the annexed area.
- 11. **Business Licenses and Regulations** The provisions of Chapter 6 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the annexed area.
- 12. **Health and Safety Regulations** The provisions of Chapter 8 of the City Code of Ordinance relating to health and safety regulations (Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.
- 13. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of Chapter 9 of the City Code of Ordinance relating to peace, morals and welfare (Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

# VI. SERVICES TO BE PROVIDED WITHIN 4<sup>1</sup>/<sub>2</sub> Years of Annexation; Capital Improvements Program

- 1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.
- 2. Water and Wastewater Services– Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of Chapter 13 of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension

of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

- 3. Water and Wastewater Capital Improvements Schedule Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, in accordance with Sections 43.065(b) and (e) of the LGC, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.
- 4. **Roads and Streets** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.
  - 5. Capital Improvements for Other Municipal Services No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

#### VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces

of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

#### VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the LGC.

#### IX. FEES

The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

#### X. SUMMARY OF CURRENT WATER AND WASTEWATER SERVICE EXTENSION POLICIES

Per the requirements of Section 43.056(e) of the LGC, the following summary is provided regarding the City's current service extension policies for water and wastewater service. However, this is a summary of the current policies, and the policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual; Drainage

Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area. In addition, these policies and ordinances are set by City Council and can be amended in the future:

- 1. **In General** -- The provisions of Chapter 13 of the City's Unified Development Code ("UDC") shall apply in the annexed area and Chapter 13 of the City Code of Ordinances. Portions of the current Chapter 13 of the UDC and the current Chapter 13 of the Code of Ordinances are summarized below. Note that these provisions are established by ordinance of the City Council and are subject to change from time to time.
  - A. The City shall not repair, maintain, install or provide any water services, wastewater service, gas, electricity or any other public utilities or services to any property that has not been legally subdivided or is a non-legal lot.
  - B. For property that is required by the City's UDC or other City regulations to construct water or wastewater facilities, funding and construction of those facilities are the responsibility of the property owner or developer (the "subdivider").
  - C. Subdividers shall be responsible for providing an approved public water supply system for fire protection and domestic/ commercial/ industrial usage consistent with the Comprehensive Plan. Where an approved public water supply or distribution main is within reasonable distance of the subdivision, but in no case less than one-quarter mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing water supply. The subdivider shall, consistent with all existing ordinances, make a prorata contribution to funding of needed storage facilities, treatment facilities, and specific distribution lines as determined necessary by the City.
  - D. Subdividers shall be responsible for providing an approved public sanitary sewer system, consistent with the Comprehensive Plan, throughout the entire subdivision such that all lots, parcels, or tracts of land will be capable of connecting to the sanitary sewer system except as otherwise provided herein. Where an approved public sanitary sewer collection main or outfall line is in no ease less than one-half mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing sanitary sewer system. Where an approved public wastewater collection main or outfall line is more than one-half mile away from the property boundary, and where extension of a sanitary sewer collection main or outfall line is scheduled in the City's Capital Improvements Plan to be completed to a point within one-half mile of the property boundary within five (5) years from the date of the Preliminary Plat approval, the subdivider shall be required to install a public

wastewater collection system. The design and construction of a public sanitary sewer system shall comply with regulations covering extension of public sanitary sewer systems adopted by the Texas Commission on Environmental Quality.

- E. All infrastructure and public improvements must be designed and installed in accordance with all of the elements of the Comprehensive Plan and shall meet the minimum requirements established by the UDC, the City's Construction Standards and Specifications for Roads, Streets, Structures and Utilities, and any other adopted City design or technical criteria. No main water line extension shall be less than eight inches. All new public sanitary sewer systems shall be designed and constructed to conform with the City's Construction Standards and Specifications and to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains.
- 2. If the specific undeveloped property does not have City water or wastewater facilities and capacity fronting the property the owner may make an application for an extension of service to the property. If the Assistant City Manager for Utilities determines in writing that adequate water or wastewater capacity is available, or will be available, and if the project does not include City cost participation or reimbursement, if the proposed facilities are depicted on the City's Water and Wastewater Master Plans, and the requested service otherwise meets the City's requirements, the extension size, capacity, and routing may be approved by the Assistant City Manager for Utilities for construction by the developer at the developer's cost and expense.
- 3. If the specific undeveloped property does have adequate City water or wastewater facilities and capacity fronting the property the owner may receive water or wastewater service from the City by applying for a tap permit and paying the required fees.
- If any property in the annexed area is using a septic system the property owner 4. remains responsible for the operation and maintenance of the septic system. If the property is in a Rural Residential Subdivision as defined in Chapter 13 of the UDC, or is a legal lot greater than one acre in size and used for single family residential purposes, the property shall continue the use of a septic system after annexation until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line. If the septic system fails before the City's centralized wastewater service is extended to within 200 feet of the property and the City determines that the provision of centralized wastewater service is not feasible or practical at that time, then the property owner must either repair or replace the septic system in accordance with the provisions of Section 13.20 of the City Code of Ordinances. Properties using a septic system that are not in a Rural Residential Subdivision, or are not legal lots greater than one acre in size and used for

single family residential purposes at the time of annexation, but that are designated as either residential, open space or agricultural on the City's Future Land Use Plan shall continue the use of a septic system until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line.

- 5. **Reimbursement and cost participation by the City** Pursuant to Section 13.09.030 of the UDC, the City, in its sole discretion and with City Council approval, may participate with a property owner or developer in the cost of oversized facilities or line extensions. The actual calculation of the cost participation and reimbursement amounts, including limits and schedules for the payments, are set forth in the UDC.
- 6. **City Code of Ordinances: (**The following provisions are set by the City Council and can be amended in the future by ordinance.)

#### Chapter 13.10 of the City Code of Ordinances currently provides as follows:

#### Section 13.10.010 Policy established.

This policy shall apply to improvements to the City's utility systems, including system upgrades, system expansion, and plant capacity additions. In this Section, the term "utility system" shall mean the City's water system, wastewater system, reuse irrigation system, and stormwater drainage system.

#### Section 13.10.020 System Planning.

The City shall maintain and periodically update system plans for each utility so that system improvements are implemented to maintain adequate capacity for growth while maintaining proper service levels to existing customers.

#### Section 13.10.030 Project Timing.

A. Projects designed to expand or upgrade a utility system must be completed and ready for operations such that capacity requirements by state regulatory agencies and City system plans are met.

B. When possible, the City should coordinate the construction of system improvements in a particular location with the expansion or maintenance of other utility infrastructure to minimize the future impact on each utility.

C. Projects should begin the design phase when existing demand at a specific location exceeds 75% of current capacity and future demand is expected to exceed the current total capacity.

D. Projects should begin the construction phase when existing demand at a specific location exceeds 90% of current capacity and future demand is expected to exceed the current total capacity.

E. Projects required to facilitate the development of a specific tract shall be done in accordance with the Unified Development Code.

F. Projects required as a result of an annexation service plan shall be provided as stated in the approved Service Plan for such annexed tracts.

### Section 13.10.040 Project Financing.

A. Projects required to facilitate the subdivision of a specific tract shall be paid by the subdivider in accordance with the Unified Development Code, unless otherwise authorized in writing and approved by the City Council in accordance with the terms of Section 13.09 of the Unified Development Code or other applicable law.

B. When utility expansion is requested within a portion of the City's utility service area, but the City is not otherwise required to provide service or planning to provide service as reflected in the City's Capital Improvements Plan, the City may nonetheless, at the City's sole option, facilitate the design and construction of the required utility extensions or upgrades by managing the project with the cost of such extensions to be shared and fully paid by the requesting landowners or subdividers prior to commencement of the project.

C. When utility expansion is requested within a portion of the City's utility service area, the City shall evaluate degree to which the project 1) facilitates contiguous growth, 2) maximizes the provision of service to the service area, 3) enhances economic development, 4) improves system operations, 5) contributes to conservation or other environmental concern, and 6) facilitates the completion of the utility master plan.

D. At the City's sole option, the City may also facilitate the installation of utility expansion requests through 1) financial cost contribution, 2) financing of the improvement using individual contracts between the City and each landowner for a proportionate share of the project cost to be paid out over a specified period of time at a specified rate of interest, 3) Impact Fee or connection fee reduction or waiver.

Chapter 13.20 of the City Code of Ordinances currently provides as follows:

## Sec. 13.20.010. General.

A. It is unlawful for any owner or lessee, tenant or other person in possession of any premises where any person lives or works, or occupies the same, to establish, maintain or use any water closet, bathtub, lavatory or sink except by one of the following means and consistent with the other terms, conditions and requirements of this Chapter and with the City's Unified Development Code:

- 1. connection to an approved Onsite Sewage Facility that is constructed and maintained in accordance with the rules and regulations of all appropriate state and local agencies having jurisdiction over such facilities; or
- 2. connection to a public centralized wastewater collection main with all wastewater discharged to a centralized public wastewater collection system.
- B. Upon the "Development" of property, the provisions of Chapter 13 of the Unified Development Code (pertaining to Infrastructure and Public Improvements) shall govern the provision of wastewater service to the property. For the purposes of this section, the term "Development" shall have the same meaning as in Section 16.05 of the City's Unified Development Code.
- C. It is the duty of each such person referenced in subsection (A), above, to connect such fixtures to an approved wastewater system, and to maintain the same.

### Sec. 13.20.020. On Site Sewage Facilities.

- A. <u>General</u>. All On Site Sewage Facilities must be constructed and maintained in accordance with the rules and regulations of the appropriate state and local agencies having jurisdiction over such facilities.
- B. <u>Availability of a Public Centralized Wastewater Collection Main</u>. If a public centralized wastewater collection main is located within 200 feet of a property line, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then property owner shall connect that property to said utility line at the earliest to occur of either of the following events: failure of the On Site Sewage Facility servicing the property, or the date that is five (5) years after receipt of notice of the availability of a wastewater collection main within 200-feet of the property line.
- C. <u>Failure of On Site Sewage Facility</u>. When an Onsite Sewage Facility fails, the following provisions shall apply:
  - a. If a public centralized wastewater collection main is located within 200 feet of the property boundary, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then the property must be connected to said utility line by the property owner;
  - b. If no public centralized wastewater collection main is located within 200 feet of the property boundary, the City shall evaluate the feasibility of providing centralized wastewater collection services to the property via a gravity or low pressure system. Where the provision of gravity sewer service or low pressure system is technically feasible, utility system improvements may be made in accordance with Chapters 13.10;
  - c. If the City determines that the provision of wastewater service via a centralized wastewater collection main is not necessary due to existing or future land use, then the On Site Sewage Facility may be repaired or replaced.

(Prior code § 12-101)

#### Sec. 13.20.030. Privies prohibited.

It is unlawful for any owner or lessee, tenant or other person in possession of any premises in the City to establish or maintain any privy or dry closet.

#### Sec.13.20.040 Low Pressure Sewer Systems

- A. A "Low Pressure Sewer System" is an individual lift station located at each utility customer or property owner location having a private force main connecting to a public force main or gravity main located in a public utility easement or public right-of-way.
- B. Each property owner and utility customer shall be responsible for the cost of installation and maintenance of the individual lift station and private force main.

#### Section 13.20.050. Prohibited Discharges into Sewer System

No person shall discharge, cause to be discharged, or permit to be discharged, either directly or indirectly into the public sewer system, waste or wastewater from any of the following sources unless allowed by the City Manager, or his/her designee:

- A. Any wastes or wastewater that does not meet the limitations imposed by Section 13.24 of the Code of Ordinances.
- B. Any stormwater, groundwater, rainwater, street drainage, subsurface drainage, or yard drainage;
- C. Any unpolluted water, including , but not limited to, cooling water, process water or blow-down water from cooling towers or evaporative coolers;
- D. Any wastes or wastewater, or any object, material, or other substance directly into a manhole or other opening into the sewer facilities other than wastes or wastewater through an approved service connection.
- E. Any holding tank waste, provided, that such waste may be placed into facilities designed to receive such wastes and approved by the City Manager, or his/her designee.

#### Section 13.20.060 Sewer System Maintenance

- A. For properties with gravity wastewater service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the sewer system in the building and the service lateral between the building and the point of connection into the public sewer main.
- B. For properties with low pressure service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the

sewer system in the building and the service lateral, lift station (grinder pump) and force main between the building and the point of connection into the public sewer main.

- C. When, as a part of sewer system testing, the City identifies a flaw in a private service lateral or force main where a repair is necessary to prevent infiltration or inflow, the property owner and utility customer shall be responsible to cause the repairs to be made within one (1) year of the date of notification by the City.
- D. If repairs are not complete within one year of notification by the City, City may engage the services of a contractor to make the necessary repairs with the costs for such repairs to be paid by the City and subsequently charged to property owner and utility customer.

BEING a 0.63 acre tract of land situated in the L. P. DYCHES SURVEY, ABSTRACT No. 171, in Williamson County, Texas and being all of that certain tract of land described as 0.63 acres (Tract 4) in a Warranty Deed with Vendor's Lien dated May 2, 2018 from Circle B-Y Partners, Ltd., a Texas Limited Partnership, acting by and through its duly authorized and directed General Partner, Michelle Lynn Dube, and Michelle Lynn Bell Dube and husband, Travis A. Dube to Highland Village Georgetown, LP, a Texas Limited Partnership and being of record in Document No. 2018043854, Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation aluminum cap right-of-way monument found being the southwest corner of the said 0.63 acre tract and being an ell corner of that certain 120.53 acre tract (Tract 2) described in said Document No. 2018043854 and being in the north right-of-way line of Ranch-to-Market Road No. 2338 for corner;

THENCE N. 13° 04' 27" E., 120.94 feet departing the said north right-of-way line and along the west line of the said 0.63 acre tract to a point at the northwest corner of the said 0.63 acre tract and being an ell corner of the said 120.53 acre tract for corner;

THENCE S. 76° 57' 40" E., 208.55 feet along the north line of the said 0.63 acre tract to a point at the northeast corner of the said 0.63 acre tract and being an ell corner of the said 120.53 acre tract for corner;

THENCE S. 12° 56' 27" W., 144.73 feet (calls S. 12° 56' 09" W., 144.85 feet) along the east line of the said 0.63 acre tract to a Texas Department of Transportation aluminum cap right-of-way monument found being the southeast corner of the said 0.63 acre tract and being an ell corner of the said 120.53 acre tract and being in the aforementioned north right-of-way line and being at the beginning of a curve to the left having a radius equals 1705.00 feet, chord bearing equals N. 70° 27' 49" W., 210.22 feet (calls N. 70° 25' 57" W., 210.25 feet) for corner;

THENCE 210.36 feet (calls 210.38 feet) along the arc of said curve to the left to the Point of BEGINNING and containing 0.63 acres of land.

#### \*\*\*\*\*

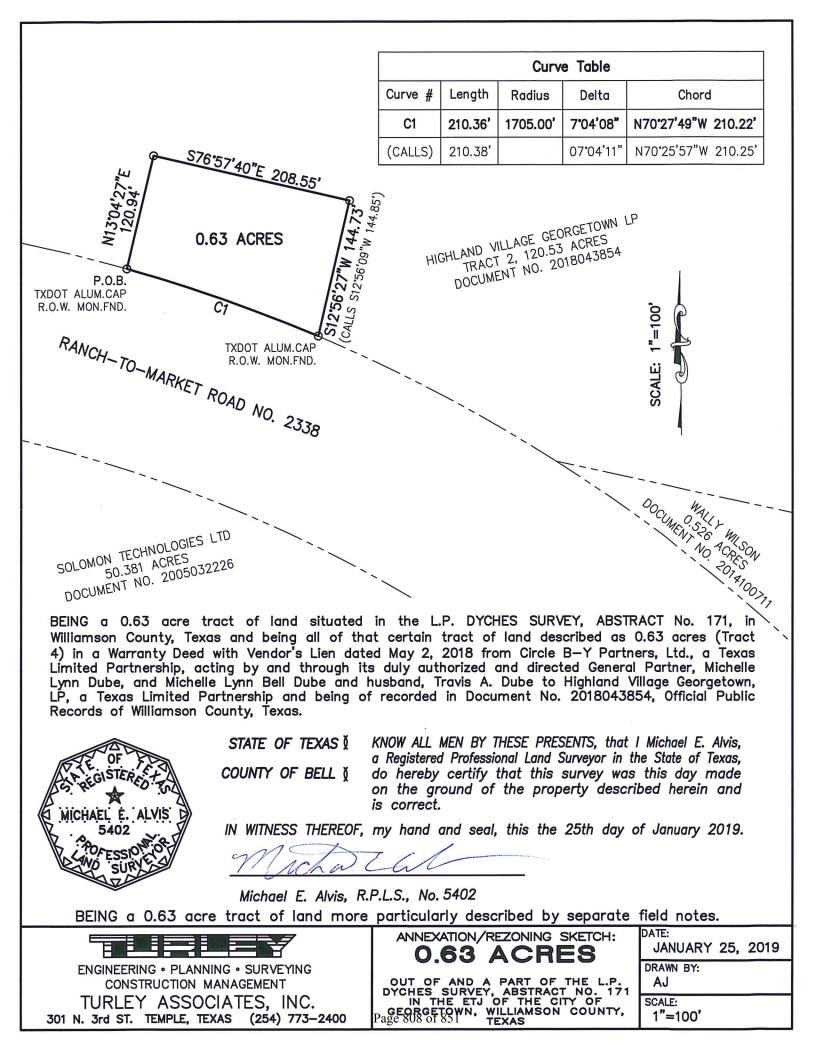
I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

Michael E. Alvis, R.P.L.S. #5402 January 25, 2019



Bearing Base: Texas State Plain Coordinate System (MAD 1983) as determined by G.P.S. observation.





Ordinance No. \_\_\_\_\_

An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory and designation of General Commercial (C-3) zoning district for an approximately 0.63-acre tract in the L.P. Dyches Survey, generally at 8400 RR 2338, to be known a part of the Highland Village Development, as described herein; providing for service plans; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for annexation submitted a petition in writing requesting annexation of the area, pursuant to Local Government Code Section 43.028; and

Whereas, the Section 4.03.010 of the Unified Development Code creates procedures for initial zoning of newly annexed territory; and

Whereas, the Georgetown City Council approved a resolution granting the petition on February 26, 2019; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

# Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas that:

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

<u>Section 2</u>. The City Council of the City of Georgetown hereby annexes into the city limits a 0.63-acre tract in the L. P. Dyches Survey, as shown in *"Exhibit A"*, and described in *"Exhibit B"* of this Ordinance. *"Exhibit C"* contains the Service Plan.

<u>Section 3</u>. The 0.63 acres, as described in *"Exhibit B"* and depicted in *"Exhibit A"* of this Ordinance, is designated General Commercial (C-3) zoning district, and is included in City Council District 3, as it is adjacent to Council District 3 and no other City Council Districts.

<u>Section 4</u>. 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.

<u>Section 5</u>. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 23 day of April, 2019.

Passed and Approved on Second Reading on the 14 day of May, 2019.

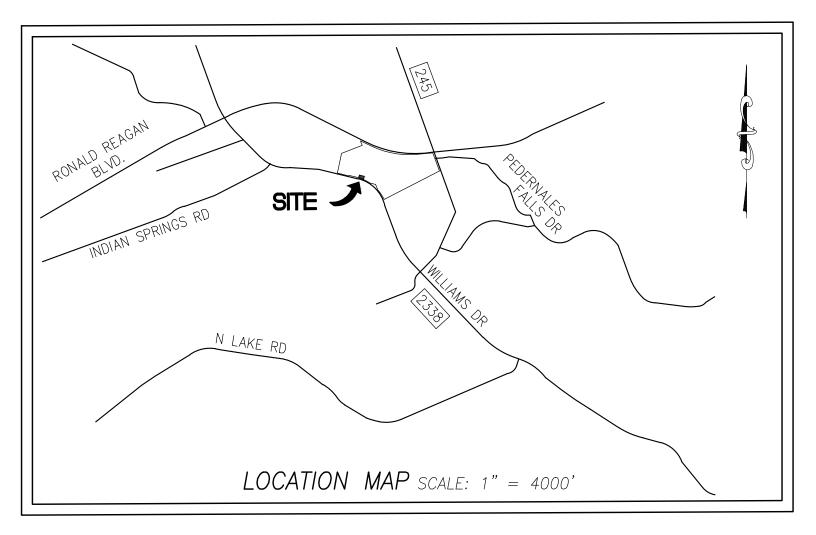
Attest:

The City of Georgetown:

Robyn Densmore, TRMC City Secretary Dale Ross Mayor

Approved as to form:

Charlie McNabb City Attorney



BEING a 0.63 acre tract of land situated in the L. P. DYCHES SURVEY, ABSTRACT No. 171, in Williamson County, Texas and being all of that certain tract of land described as 0.63 acres (Tract 4) in a Warranty Deed with Vendor's Lien dated May 2, 2018 from Circle B-Y Partners, Ltd., a Texas Limited Partnership, acting by and through its duly authorized and directed General Partner, Michelle Lynn Dube, and Michelle Lynn Bell Dube and husband, Travis A. Dube to Highland Village Georgetown, LP, a Texas Limited Partnership and being of record in Document No. 2018043854, Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation aluminum cap right-of-way monument found being the southwest corner of the said 0.63 acre tract and being an ell corner of that certain 120.53 acre tract (Tract 2) described in said Document No. 2018043854 and being in the north right-of-way line of Ranch-to-Market Road No. 2338 for corner;

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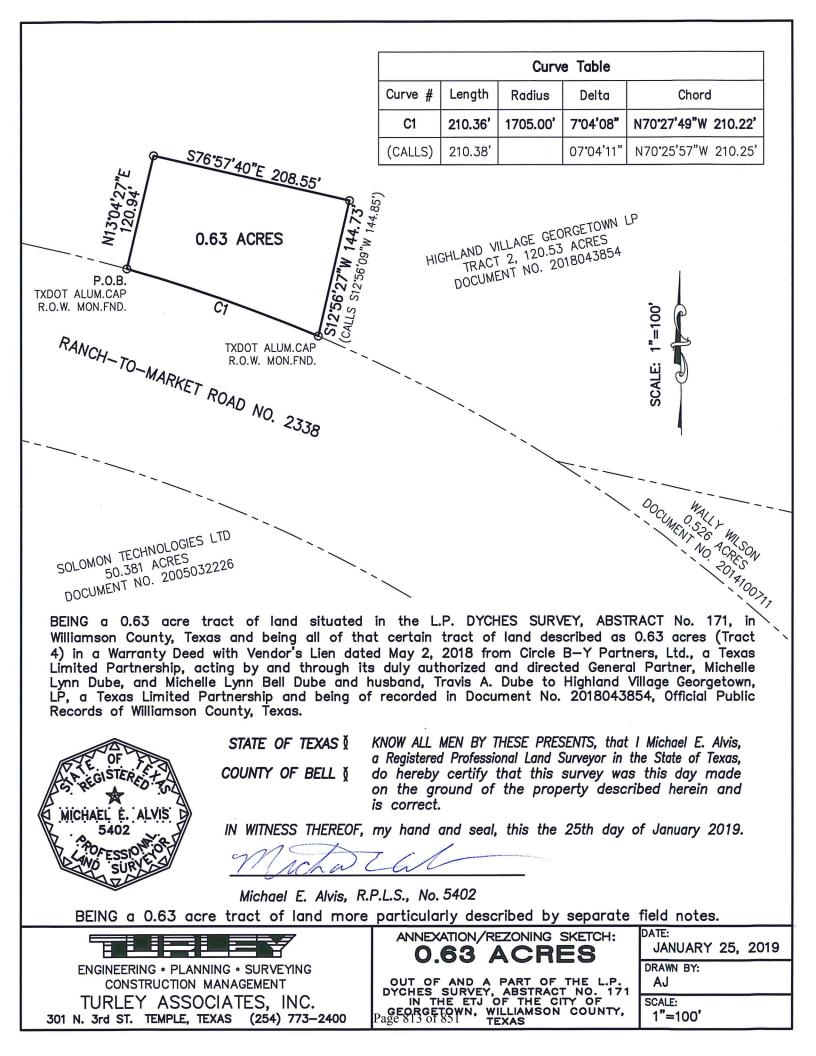
I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

Michael E. Alvis, R.P.L.S. #5402 January 25, 2019



Bearing Base: Texas State Plain Coordinate System (NAD 1983) as determined by G.P.S. observation.





# Exhibit C

CITY OF GEORGETOWN ANNEXATION SERVICE PLAN AREA: 8400 RM 2338 COUNCIL DISTRICT NO.: 3 DATE: MAY 14, 2019

#### I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o); 43.062, and 43.052(h)(1) of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "**8400 RM 2338**". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 26, 2019, at 3pm, and March 26, 2019, at 6pm, in accordance with Section 43.056(j) of the LGC.

#### II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

#### III. INTENT

It is the intent of the City that municipal services under this Plan shall provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

#### IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within  $2\frac{1}{2}$  years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within  $4\frac{1}{2}$  years from the effective date of the annexation of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

### V. SERVICES TO BE PROVIDED UPON ANNEXATION

- 1. **Police Protection** –Upon annexation, the Georgetown Police Department will extend regular and routine patrols to the area.
- 2. **Fire Protection and Emergency Medical Services** Upon annexation, in the areas where the City has jurisdiction over fire protection and emergency medical services or a contract under which the City provides such services, the City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department to areas within the City limits.
- 3. **Solid Waste Collection** Upon annexation, for occupied structures, the City will provide solid waste collection services to the annexed area in accordance with City ordinances and policies in effect on the date of the annexation. However, per the terms of Sections 43.056(n) and (o) of the LGC, if a property owner chooses to continue to use the services of a privately owned solid waste management provider, the City is prevented from providing solid waste services for 2 years.
- 4. **Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility** – Cityowned water and wastewater facilities that exist in the annexed area will be maintained upon annexation and such maintenance shall be governed by the City's ordinances, standards, policies and procedures. Per the provisions of Section 13.01. 020 of the Unified Development Code ("UDC"), for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any public utilities or services in any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full.

- 5. **Operation and Maintenance of Streets, Roads, and Street Lighting** – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program. Per the provisions of Section 13.01.020 of the UDC, for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any streets or street lighting to any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full. With regard to street lighting, it is the policy of the City of Georgetown that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City in effect at the time of subdivision construction or addition thereto.
- 6. **Operation and Maintenance of Public Parks, Playgrounds, and Swimming Pools** -Upon annexation, publicly owned parks, playgrounds, and swimming pools in the annexed area (if any) will be operated and maintained by the City in accordance with the Section 12.20 of the City Code of Ordinances, and other applicable ordinances, policies, and procedures in effect at the time of annexation for other areas in the City limits. Privately owned parks, playgrounds, and pools will be unaffected by the annexation and shall not be maintained by the City.
- Operation and Maintenance of Publicly Owned Buildings, Facilities, and Services

   Should the City acquire any buildings, facilities or services necessary for municipal services in the annexed area, an appropriate City department will operate and maintain them.
- 8. **Library** Upon annexation, library privileges will be available to anyone residing in the annexed area.
- 9. **Planning and Development, Building Permits, and Inspections Services;** Upon annexation, the City's Unified Development Code and Title 15 of the City Code of Ordinances will apply in the area. These services include: site plan review, zoning approvals, Building Code and other standard Code inspection services and City Code enforcement; sign regulations and permits; and Stormwater Permit services. For a full description of these services, see the City's Unified Development Code and Title 15 of the City Code of Ordinances.

- 10. **Animal Control Services** The provisions of Chapter 7 of the City Code of Ordinances relating to animal control services shall apply in the annexed area.
- 11. **Business Licenses and Regulations** The provisions of Chapter 6 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the annexed area.
- 12. **Health and Safety Regulations** The provisions of Chapter 8 of the City Code of Ordinance relating to health and safety regulations (Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.
- 13. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of Chapter 9 of the City Code of Ordinance relating to peace, morals and welfare (Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

# VI. SERVICES TO BE PROVIDED WITHIN 4<sup>1</sup>/<sub>2</sub> Years of Annexation; Capital Improvements Program

- 1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.
- 2. Water and Wastewater Services– Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of Chapter 13 of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension

of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

- 3. Water and Wastewater Capital Improvements Schedule Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, in accordance with Sections 43.065(b) and (e) of the LGC, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.
- 4. **Roads and Streets** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.
  - 5. Capital Improvements for Other Municipal Services No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

#### VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces

of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

#### VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the LGC.

#### IX. FEES

The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

#### X. SUMMARY OF CURRENT WATER AND WASTEWATER SERVICE EXTENSION POLICIES

Per the requirements of Section 43.056(e) of the LGC, the following summary is provided regarding the City's current service extension policies for water and wastewater service. However, this is a summary of the current policies, and the policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual; Drainage

Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area. In addition, these policies and ordinances are set by City Council and can be amended in the future:

- 1. **In General** -- The provisions of Chapter 13 of the City's Unified Development Code ("UDC") shall apply in the annexed area and Chapter 13 of the City Code of Ordinances. Portions of the current Chapter 13 of the UDC and the current Chapter 13 of the Code of Ordinances are summarized below. Note that these provisions are established by ordinance of the City Council and are subject to change from time to time.
  - A. The City shall not repair, maintain, install or provide any water services, wastewater service, gas, electricity or any other public utilities or services to any property that has not been legally subdivided or is a non-legal lot.
  - B. For property that is required by the City's UDC or other City regulations to construct water or wastewater facilities, funding and construction of those facilities are the responsibility of the property owner or developer (the "subdivider").
  - C. Subdividers shall be responsible for providing an approved public water supply system for fire protection and domestic/ commercial/ industrial usage consistent with the Comprehensive Plan. Where an approved public water supply or distribution main is within reasonable distance of the subdivision, but in no case less than one-quarter mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing water supply. The subdivider shall, consistent with all existing ordinances, make a prorata contribution to funding of needed storage facilities, treatment facilities, and specific distribution lines as determined necessary by the City.
  - D. Subdividers shall be responsible for providing an approved public sanitary sewer system, consistent with the Comprehensive Plan, throughout the entire subdivision such that all lots, parcels, or tracts of land will be capable of connecting to the sanitary sewer system except as otherwise provided herein. Where an approved public sanitary sewer collection main or outfall line is in no ease less than one-half mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing sanitary sewer system. Where an approved public wastewater collection main or outfall line is more than one-half mile away from the property boundary, and where extension of a sanitary sewer collection main or outfall line is scheduled in the City's Capital Improvements Plan to be completed to a point within one-half mile of the property boundary within five (5) years from the date of the Preliminary Plat approval, the subdivider shall be required to install a public

wastewater collection system. The design and construction of a public sanitary sewer system shall comply with regulations covering extension of public sanitary sewer systems adopted by the Texas Commission on Environmental Quality.

- E. All infrastructure and public improvements must be designed and installed in accordance with all of the elements of the Comprehensive Plan and shall meet the minimum requirements established by the UDC, the City's Construction Standards and Specifications for Roads, Streets, Structures and Utilities, and any other adopted City design or technical criteria. No main water line extension shall be less than eight inches. All new public sanitary sewer systems shall be designed and constructed to conform with the City's Construction Standards and Specifications and to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains.
- 2. If the specific undeveloped property does not have City water or wastewater facilities and capacity fronting the property the owner may make an application for an extension of service to the property. If the Assistant City Manager for Utilities determines in writing that adequate water or wastewater capacity is available, or will be available, and if the project does not include City cost participation or reimbursement, if the proposed facilities are depicted on the City's Water and Wastewater Master Plans, and the requested service otherwise meets the City's requirements, the extension size, capacity, and routing may be approved by the Assistant City Manager for Utilities for construction by the developer at the developer's cost and expense.
- 3. If the specific undeveloped property does have adequate City water or wastewater facilities and capacity fronting the property the owner may receive water or wastewater service from the City by applying for a tap permit and paying the required fees.
- If any property in the annexed area is using a septic system the property owner 4. remains responsible for the operation and maintenance of the septic system. If the property is in a Rural Residential Subdivision as defined in Chapter 13 of the UDC, or is a legal lot greater than one acre in size and used for single family residential purposes, the property shall continue the use of a septic system after annexation until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line. If the septic system fails before the City's centralized wastewater service is extended to within 200 feet of the property and the City determines that the provision of centralized wastewater service is not feasible or practical at that time, then the property owner must either repair or replace the septic system in accordance with the provisions of Section 13.20 of the City Code of Ordinances. Properties using a septic system that are not in a Rural Residential Subdivision, or are not legal lots greater than one acre in size and used for

single family residential purposes at the time of annexation, but that are designated as either residential, open space or agricultural on the City's Future Land Use Plan shall continue the use of a septic system until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City's desire for the property to be connected to the public sanitary sewer line.

- 5. **Reimbursement and cost participation by the City** Pursuant to Section 13.09.030 of the UDC, the City, in its sole discretion and with City Council approval, may participate with a property owner or developer in the cost of oversized facilities or line extensions. The actual calculation of the cost participation and reimbursement amounts, including limits and schedules for the payments, are set forth in the UDC.
- 6. **City Code of Ordinances:** (The following provisions are set by the City Council and can be amended in the future by ordinance.)

### Chapter 13.10 of the City Code of Ordinances currently provides as follows:

#### Section 13.10.010 Policy established.

This policy shall apply to improvements to the City's utility systems, including system upgrades, system expansion, and plant capacity additions. In this Section, the term "utility system" shall mean the City's water system, wastewater system, reuse irrigation system, and stormwater drainage system.

#### Section 13.10.020 System Planning.

The City shall maintain and periodically update system plans for each utility so that system improvements are implemented to maintain adequate capacity for growth while maintaining proper service levels to existing customers.

#### Section 13.10.030 Project Timing.

A. Projects designed to expand or upgrade a utility system must be completed and ready for operations such that capacity requirements by state regulatory agencies and City system plans are met.

B. When possible, the City should coordinate the construction of system improvements in a particular location with the expansion or maintenance of other utility infrastructure to minimize the future impact on each utility.

C. Projects should begin the design phase when existing demand at a specific location exceeds 75% of current capacity and future demand is expected to exceed the current total capacity.

D. Projects should begin the construction phase when existing demand at a specific location exceeds 90% of current capacity and future demand is expected to exceed the current total capacity.

E. Projects required to facilitate the development of a specific tract shall be done in accordance with the Unified Development Code.

F. Projects required as a result of an annexation service plan shall be provided as stated in the approved Service Plan for such annexed tracts.

### Section 13.10.040 Project Financing.

A. Projects required to facilitate the subdivision of a specific tract shall be paid by the subdivider in accordance with the Unified Development Code, unless otherwise authorized in writing and approved by the City Council in accordance with the terms of Section 13.09 of the Unified Development Code or other applicable law.

B. When utility expansion is requested within a portion of the City's utility service area, but the City is not otherwise required to provide service or planning to provide service as reflected in the City's Capital Improvements Plan, the City may nonetheless, at the City's sole option, facilitate the design and construction of the required utility extensions or upgrades by managing the project with the cost of such extensions to be shared and fully paid by the requesting landowners or subdividers prior to commencement of the project.

C. When utility expansion is requested within a portion of the City's utility service area, the City shall evaluate degree to which the project 1) facilitates contiguous growth, 2) maximizes the provision of service to the service area, 3) enhances economic development, 4) improves system operations, 5) contributes to conservation or other environmental concern, and 6) facilitates the completion of the utility master plan.

D. At the City's sole option, the City may also facilitate the installation of utility expansion requests through 1) financial cost contribution, 2) financing of the improvement using individual contracts between the City and each landowner for a proportionate share of the project cost to be paid out over a specified period of time at a specified rate of interest, 3) Impact Fee or connection fee reduction or waiver.

Chapter 13.20 of the City Code of Ordinances currently provides as follows:

## Sec. 13.20.010. General.

A. It is unlawful for any owner or lessee, tenant or other person in possession of any premises where any person lives or works, or occupies the same, to establish, maintain or use any water closet, bathtub, lavatory or sink except by one of the following means and consistent with the other terms, conditions and requirements of this Chapter and with the City's Unified Development Code:

- 1. connection to an approved Onsite Sewage Facility that is constructed and maintained in accordance with the rules and regulations of all appropriate state and local agencies having jurisdiction over such facilities; or
- 2. connection to a public centralized wastewater collection main with all wastewater discharged to a centralized public wastewater collection system.
- B. Upon the "Development" of property, the provisions of Chapter 13 of the Unified Development Code (pertaining to Infrastructure and Public Improvements) shall govern the provision of wastewater service to the property. For the purposes of this section, the term "Development" shall have the same meaning as in Section 16.05 of the City's Unified Development Code.
- C. It is the duty of each such person referenced in subsection (A), above, to connect such fixtures to an approved wastewater system, and to maintain the same.

### Sec. 13.20.020. On Site Sewage Facilities.

- A. <u>General</u>. All On Site Sewage Facilities must be constructed and maintained in accordance with the rules and regulations of the appropriate state and local agencies having jurisdiction over such facilities.
- B. <u>Availability of a Public Centralized Wastewater Collection Main</u>. If a public centralized wastewater collection main is located within 200 feet of a property line, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then property owner shall connect that property to said utility line at the earliest to occur of either of the following events: failure of the On Site Sewage Facility servicing the property, or the date that is five (5) years after receipt of notice of the availability of a wastewater collection main within 200-feet of the property line.
- C. <u>Failure of On Site Sewage Facility</u>. When an Onsite Sewage Facility fails, the following provisions shall apply:
  - a. If a public centralized wastewater collection main is located within 200 feet of the property boundary, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then the property must be connected to said utility line by the property owner;
  - b. If no public centralized wastewater collection main is located within 200 feet of the property boundary, the City shall evaluate the feasibility of providing centralized wastewater collection services to the property via a gravity or low pressure system. Where the provision of gravity sewer service or low pressure system is technically feasible, utility system improvements may be made in accordance with Chapters 13.10;
  - c. If the City determines that the provision of wastewater service via a centralized wastewater collection main is not necessary due to existing or future land use, then the On Site Sewage Facility may be repaired or replaced.

(Prior code § 12-101)

#### Sec. 13.20.030. Privies prohibited.

It is unlawful for any owner or lessee, tenant or other person in possession of any premises in the City to establish or maintain any privy or dry closet.

#### Sec.13.20.040 Low Pressure Sewer Systems

- A. A "Low Pressure Sewer System" is an individual lift station located at each utility customer or property owner location having a private force main connecting to a public force main or gravity main located in a public utility easement or public right-of-way.
- B. Each property owner and utility customer shall be responsible for the cost of installation and maintenance of the individual lift station and private force main.

#### Section 13.20.050. Prohibited Discharges into Sewer System

No person shall discharge, cause to be discharged, or permit to be discharged, either directly or indirectly into the public sewer system, waste or wastewater from any of the following sources unless allowed by the City Manager, or his/her designee:

- A. Any wastes or wastewater that does not meet the limitations imposed by Section 13.24 of the Code of Ordinances.
- B. Any stormwater, groundwater, rainwater, street drainage, subsurface drainage, or yard drainage;
- C. Any unpolluted water, including, but not limited to, cooling water, process water or blow-down water from cooling towers or evaporative coolers;
- D. Any wastes or wastewater, or any object, material, or other substance directly into a manhole or other opening into the sewer facilities other than wastes or wastewater through an approved service connection.
- E. Any holding tank waste, provided, that such waste may be placed into facilities designed to receive such wastes and approved by the City Manager, or his/her designee.

#### Section 13.20.060 Sewer System Maintenance

- A. For properties with gravity wastewater service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the sewer system in the building and the service lateral between the building and the point of connection into the public sewer main.
- B. For properties with low pressure service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the

sewer system in the building and the service lateral, lift station (grinder pump) and force main between the building and the point of connection into the public sewer main.

- C. When, as a part of sewer system testing, the City identifies a flaw in a private service lateral or force main where a repair is necessary to prevent infiltration or inflow, the property owner and utility customer shall be responsible to cause the repairs to be made within one (1) year of the date of notification by the City.
- D. If repairs are not complete within one year of notification by the City, City may engage the services of a contractor to make the necessary repairs with the costs for such repairs to be paid by the City and subsequently charged to property owner and utility customer.

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

Consideration and possible action to **delete Sec. 9.04.060**, **titled "Testing prohibited"** from the Uniform Development Code **(UDC)** -- Steve Fought, Councilmember District 4

#### ITEM SUMMARY:

"It is unlawful for any person not having any bona fide intention to avail himself of any right under this chapter to solicit offers to buy or lease from property owners or lessees or their agents for the sole purpose of securing evidence of a discriminatory practice".

A Sun City Resident asked me why the City prohibited "Testing" in the housing market. The Resident indicated this restriction was contained in our UDC. "Testing" is a process by which a person inquires about an apartment or other form of housing but is told by the property manager that no units are available. A "tester" is then sent with the same inquiry -- and potentially told there are plenty of units available. The "Test" is to see whether the property owner is complying with various provisions of the Civil Rights laws as pertain to housing.

I was unaware of this provision, and therefore asked our City Attorney about the "Testing" prohibition. He confirmed it was in the UDC, but that it was obviously unenforceable (given Fair Housing Legislation) and, most likely, was a vestige from an earlier era and had simply been overlooked during previous revisions.

Given these assumptions, I believe removing the offending section is both non-controversial and necessary. I also believe it would be reasonable to ask the Staff, and the UDC Review Committee, to identify any future such sections of the UDC for deletion as they encounter them going forward.

FINANCIAL IMPACT: N/A

SUBMITTED BY: RLD for Fought Dist 4

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

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

#### **ITEM SUMMARY:**

The City Council has requested regular updates regarding the status of projects, as well as the ability to discuss these projects as a collective.

FINANCIAL IMPACT: This is a Council Update Item.

SUBMITTED BY: Shirley J. Rinn on behalf of David Morgan, City Manager

ATTACHMENTS:

GEDCO Project Update GTAB Project Update GTEC Project Update

	GEDCO - ACTIVE PERFORMANCE AGF	REEMENTS STATUS R	EPORT				
	March 18, 20	)19		-		I	
Name	Description	Start Date (Council Approved)	End Date	\$ En	cumbered		\$ Expended
DisperSol	Grant for job creation related to expansion of manufacturing facilities. Final payment pending compliance review.	10/16/2014	2/15/2019	\$	250,000	\$	150,000
Radiation Detection Corporation	Grant for Qualified Expenditures and job creation related to the relocation of the corporate offices to Georgetown.	7/23/2013	12/31/2021	\$	320,000	\$	320,000
KJ Scientific (KJS)	Provide a grant of the equipment obtained in the TLCC brand acquisition to KJ Scientific (KJS) to retain the business in Georgetown.The retention equipment grant is for five years with KJS obligated to pay a pro-rated amount of \$10,000 per year should they relocate outside of the City.	2/27/2018	12/31/2022	Ś	50,000	Ś	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	Ť	
Radiation Detection Corporation 2	Grant for job creation and reimbursement of Qualified Expenditures related to the expansion of the existing HQ corporate offices located in Georgetown.	6/13/2018	6/1/2019		150,000	\$	-
Georgetown Development I, LLC	Infrastructure reimbursement grant of \$500,000 for qualified expenditures related to the development of 90,000 SF of speculative business park space in Georgetown at the Westinghouse Business Center.	10/9/2018	6/1/2021	\$	500,000		
WBW Development	Infrastructure reimbursement grant of \$200,000 for qualified expenditures and a \$120,000 job creation grant for the creation of 30 jobs over 6 years related to the development of their headquarters location in Downtown Georgetown.		within 6 years of the certificate of occupancy date	\$	320,000		

### April 2019 GTAB Updates Cover Sheet

### FM 971 - Realignment at Austin Avenue:

Engineer's plans submitted to City for the 60% design, received the fully executed AFA 10-20-17 plans submitted to TxDOT for review. TxDOT review from district office met 4-17 Klotz to move on to 100 % submittals.

Scheduled TxDOT bidding late 2019

### Northwest Blvd:

Engineering underway: 100% plans submitted for bridge, received the fully executed AFA 10-20-17. Engineering completion scheduled 5-18, Environmental Complete

Project to advertise March 2019

Award scheduled for April 2019

Tentatively scheduled to begin mid-FY 2019.

### **Rivery Blvd Extension:**

- Base course installation 90%
- o Utility installation underway
- Outfall drainage 95%
- Curb and gutter 90% flatwork underway

**EB Williams @ Rivery Turn Lane** Design is complete and being reviewed by Joe Bland for pricing. Surveying for ROW/easements are complete, working to obtain easement and ROW needed.

#### Southwest Bypass (RM 2243 to IH 35) Phase 1:

Topsoil and vegetation last task

#### Southwest Bypass (RM 2243 to IH 35) Phase 2:

ROW 95% to subgrade

Bridge pier drilling complete column construction underway

Blasting complete

#### **Rock Water Quality Pond Improvements:**

Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. Permit application to be submitted in April 2019.

#### Old Town "Northeast" Sidewalk:

Finalizing design, received TCEQ WPAP approval. All residential easements have been obtained. Working with Williamson County to finalize the last easement.

#### High performance pavement seal package #1:

Contractor has resumed operations in Sun City and has completed 21 of 89 streets (23%) as of March 27<sup>th</sup> 2019.

### Austin Ave Sidewalks – Hwy 29 to Leander Rd.:

Submittals have been being reviewed and approved as needed. Start date for project is April 1<sup>st</sup> 2019.

#### 10th & 11th @ Austin Ave Improvements:

Water line on 11<sup>th</sup> is tested and active. Radius and curb ramps are complete on the west side of Austin Ave at 10<sup>th</sup> and 11<sup>th</sup>. Intersection work to begin on Austin Ave.

#### Shell Sidewalk Improvements:

KPA working on design for sidewalk along Shell Road from Sequoia Spur to Bellaire Dr. 1 easement needed along Shell Road near Sequoia Spur. Design is 95% complete.

#### 17th St. CDBG Sidewalk:

Task order is fully executed for the engineering services. Design underway

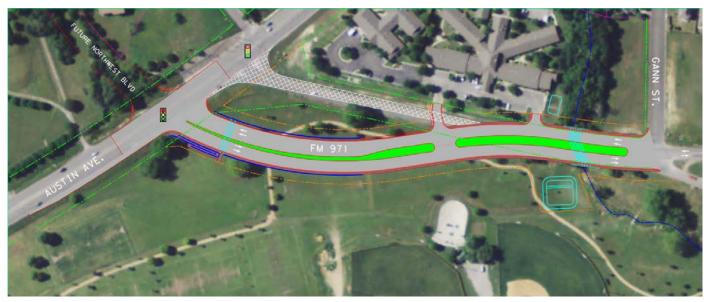
- Survey is complete, working on preliminary alignment
- Final Design complete by early May
- Bidding Complete by mid June

# FM 971 at Austin Avenue Realignment Intersection Improvements Project No. 1BZ TIP No. AG April 2019

- **Project Description** Design and preparation of final plans, specifications and estimates (PS&E) for the widening and realignment of FM 971 at Austin Avenue, eastward to Gann Street.
- PurposeTo provide a new alignment consistent with the alignment of the proposed<br/>Northwest Boulevard Bridge over IH 35; to allow a feasible, alternate route from<br/>the west side of I 35 to Austin Avenue, to Georgetown High School, to San Gabriel<br/>Park and a more direct route to SH 130.

Project Managers Joel Weaver

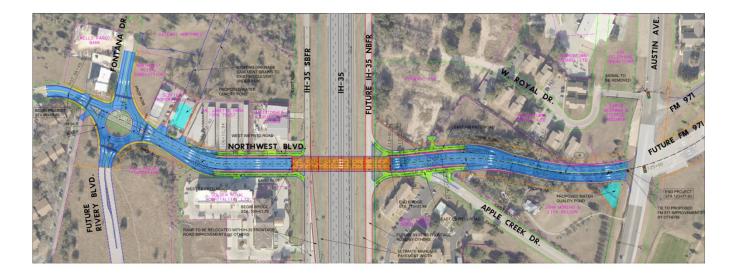
**Engineer** Klotz Associates, Inc.



Element	Status / Issues
Design	Engineer's plans submitted to City for the 60% design, received the fully executed AFA 10-20-17 plans submitted to TxDOT for review. TxDOT review from district office met 4-17 Klotz to move on to 100 % submittals. Redesign of Gann intersection underway.
	Scheduled engineering completion 2019
Environmental/	TBD
Archeological	
Rights of Way	Pursuing one parcel on Project. Parcel has been sent to condemnation, possession expected Summer 2019.
Utility Relocations	TBD
Construction	Estimated late fiscal year 18-19
Other Issues	AFA with TxDOT complete.

# Northwest Boulevard (Fontana Drive to Austin Avenue) Project No. 5QX TIP No. AF April 2019

Project Description	Construction of overpass and surface roads to connect Northwest Boulevard with
	Austin Avenue and FM 971.
Purpose	This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.
Project Manager	Joel Weaver and Wesley Wright, P.E.
Engineer	Klotz Associates



Element	Status / Issues
Design	Fully executed AFA 10-20-17. Engineering complete, Environmental Clearance 5-18.
	Advertised to Let.
Environmental/	Complete
Archeological	
<b>Rights of Way</b>	ROW Documents are being finalized. All offers have been made. 8 Parcels
	required. 5 acquired, 1 in closing, 2 in condemnation.
Utility Relocations	TBD
Construction	Project advertised Feb 17th Bids accepted April 2
	Award scheduled for April 2019
	Tentatively scheduled to begin mid-FY 2019.
Other Issues	

# Rivery Boulevard Extension (Williams Drive to Northwest Boulevard @ Fontana Drive) Project No. 5RM TIP No. AD April 2019

- ProjectDevelop the Rights-of-Way Map, acquire ROW, address potential environmental issuesDescriptionand complete construction plans specifications and estimate (PS&E) for the extension of<br/>Rivery Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in<br/>anticipation of future funding availability.
- **Purpose** To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivery Boulevard and Wolf Ranch Parkway.

Project Manager Travis Baird, Joel Weaver, and Wesley Wright, P.E.

Engineer Kasberg Patrick and Associates



Element	Status / Issues			
Design	Complete			
Environmental/	Complete			
Archeology				
<b>Rights of Way</b>	Offers have been made on 22 parcels, and 20 have	Total Parcels:	22	
	closed. Environmental assessment complete on 11	Appraised:	22	
	parcels in preparation for demolition. Condemnation	Offers:	22	
	hearings completed on 2 parcels, working toward Acquired: 20			
			0	
	Condemnation: 2		2	
Utility Relocations	TBD			
Construction	<ul> <li>Base course installation 95% complete Curb 90% flatwork underway</li> </ul>			
	<ul> <li>Utility installation underway 90%</li> </ul>			
	<ul> <li>Outfall drainage 95%</li> </ul>			
	<ul> <li>Planned to complete 3<sup>rd</sup> Quarter 2019</li> </ul>			
Other Issues				

# Right Turn Lane EB Williams Driver @ Rivery Blvd Project No. TIP No. None April 2019

Project Description	Develop the Plans, Specifications and Estimate for roadway improvements necessitated by the development for the Summit at Rivery.
Purpose	To provide improved traffic flow into the Summit at Rivery hotel and conference center from Williams Drive
Project Manager	Joel Weaver, Chris Pousson and Wesley Wright, P.E.
Engineer	M&S Engineering, LLC

Element	Status / Issues		
Design	EB Williams @ Rivery turn lane design complete. Working on ROW/Easement		
	needs.		
Environmental	TBD		
/Archeology			
<b>Rights of Way</b>	All easements acquired.	Total Parcels:	3
	Additional easements are needed for EB Williams @	Appraised:	3
	Rivery turn lane, in acquisition now.	Offers:	3
		Acquired:	0
		Closing pending:	0
		Condemnation:	0
Utility Relocations	Atmos to relocate $1 - 3''$ line		
Bid Phase	TBD		
Construction	TD		
Other Issues	TBD		

# Southwest Bypass Project (RM 2243 to IH 35) Project No. 1CA Project No. BK April 2019

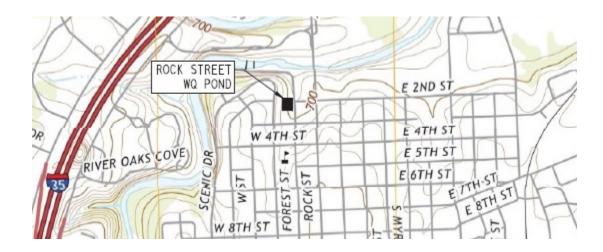
Project Description	Develop PS&E for Southwest Bypass from Leander Road (RM 2243) to IH 35 in the ultimate configuration for construction of approximately 1.5 miles of interim 2-lane roadway from Leander Road (RM 2243) to its intersection with the existing Inner Loop underpass at IH 35.
Purpose	To extend an interim portion of the SH 29 Bypass, filling in between Leander Road (RM 2243) to IH 35 Southbound Frontage Road.
Project Manager	Williamson County
	City Contact: Ed Polasek, AICP
Engineer	HDR, Inc.



Element	Status / Issues	
Williamson County	(Southwest Bypass (RM 2243 to IH 35) Phase 1 – WPAP for phase 1 approved.	
Project Status	On site tasks: Phase 1	
	o Complete	
	Southwest Bypass (RM 2243 to IH 35) Phase 2 –	
	ROW 90% to subgrade	
	Bridge pier drilling complete Bent construction underway	
	Blasting complete	
	Project completion scheduled last quarter 2019	
<b>Rights of Way</b>	Complete	
Other Issues		

# Rock Water Quality Pond Improvements Project No. 1EC TIP No. None April 2019

Project Description	Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for WPAP modifications and rehabilitation of the Rock Water Quality Pond.
Purpose	To improve the water quality treatment and capacity for the downtown overlay district.
<b>Project Managers</b>	Michael Hallmark, Chris Pousson
Engineer	Steger & Bizzell



Element	Status / Issues
Design	Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. Permit application to be submitted in April 2019.
Environmental/	GA is complete
Archeological	
<b>Rights of Way</b>	N/A
Utility Relocations	none
Bid Phase	TBD
Construction	TBD
Other Issues	

# Citywide Sidewalk Improvements Project Old Town Northeast Sidewalks Project No. 1EF TIP No. None April 2019

- **Project Description** The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets in northeast "Old Town". Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
- Purpose
   To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015

   Sidewalk Master Plan.

Project Managers Nat Waggoner, AICP, PMP<sup>®</sup>, Chris Pousson

Engineer

Steger Bizzell



Element	Status / Issues
Design	Finalizing design, received TCEQ WPAP approval. Final review of design and
	contract specifications are underway. Advertise for bidding April 2019.
Environmental/	TBD
Archeological	
Rights of Way /	All easements needed have been obtained.
Easements	
Utility Relocations	Relocate Frontier, Sudden link and COG Electric overhead.
Construction	TBD
Other Issues	

# Transportation Services Operations CIP Maintenance April 2019

Project Description	2018 CIP Maintenance project consist of furnishing and installing approximately 138,000 square yards of two course surface treatment with fog seal, approximately 56,000 square yards of high performance surface treatment and approximately 380,000 square yards of high performance pavement seal applications.	
Purpose	To provide protection and maintain an overall pavement condition index of 85%.	
Project Manager	Chris Pousson	
Engineer/Engineers	KPA, LP	

Task	Status / Issues	
Two Course treatment with fog seal	<ul> <li>All two course surface treatment with fog seal is complete. All striping, handwork and buttons are complete. Punch list is completed.</li> <li>Streets Included <ul> <li>Lakeway (Airport to Northwest)</li> <li>Inner Loop (FM 971 to Hwy 29)</li> <li>Sam Houston (Maple to Rock Ride)</li> <li>Patriot Way (Sam Houston to Ronald Rd)</li> </ul> </li> </ul>	
High performance pavement seal Package #1	Contractor has resumed operations in Sun City and has completed 21 of 89 streets (23%) as of March 27 <sup>th</sup> 2019.	
High performance pavement seal Package #2 (HA5)	Contractor has applied HA5 pavement sealer to all of River Chase and Oak Crest Estates Subdivisions. Contractor to complete punch list items in April 2019.	



# Citywide Sidewalk Improvements Austin Ave Sidewalk Improvements Project No. 1CJ TIP No. None April 2019

- **Project Description** The proposed project consists of the rehabilitation and installation of pedestrian facilities along Austin Ave from Hwy 29 to Leander Rd. Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
- Purpose
   To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015

   Sidewalk Master Plan.

Project Managers Chris Pousson

Engineer

KPA



Element	Status / Issues	
Design	Bid Opening held on 10-30-18. GTAB approved on 11-9-18, City Council approved on 11-27-	
	18.	
Environmental/	TBD	
Archeological		
Rights of Way /	none	
Easements		
<b>Utility Relocations</b>	Hydrant	
Construction	Submittals have been being reviewed and approved as needed. Start date for project	
	is April 1 <sup>st</sup> 2019.	
Other Issues	TBD	

# 10<sup>th</sup> & 11<sup>th</sup> @ Austin Ave Improvements Project No. 1DT & 1DW TIP No. None April 2019

- **Project Description** The proposed project consists of the rehabilitation and installation of pedestrian facilities at 10<sup>th</sup> & 11<sup>th</sup> streets at Austin Ave. This project also includes water line replacement along 11<sup>th</sup> from Rock to Main and storm water drainage improvements at the intersection of 11<sup>th</sup> and Austin Ave.
- PurposeTo provide ADA/TDLR compliant sidewalks and ramps, rehab existing water line<br/>and improve drainage at 11th and Austin Ave.
- Project Managers Chris Pousson

Engineer



Element	Status / Issues	
Design	Bid opening was held on 10-23-18. GTAB approved on 11-9-18, City Council approved on	
Ũ	11-27-18.	
Environmental/	TBD	
Archeological		
Rights of Way /	none	
Easements		
Utility Relocations	1 street light	
Construction	Water line on 11 <sup>th</sup> is tested and active. Radius and curb ramps are complete on the west side	
	of Austin Ave at 10 <sup>th</sup> and 11 <sup>th</sup> . Intersection work to begin on Austin Ave.	
Other Issues	TBD	

# Shell Road Sidewalk Improvements Project No. TIP No. None April 2019

Project Description	The proposed project consists of the installation of pedestrian facilities along Shell Road from Sequoia Spur to Bellaire Dr. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
Purpose	To provide ADA/TDLR compliant sidewalks and ramps to eliminate sidewalk gaps for pedestrian mobility.
<b>Project Managers</b>	Chris Pousson
Engineer	KPA

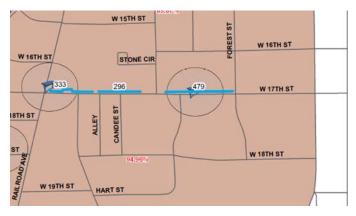
Element	Status / Issues
Design	95% design set to be reviewed.
Environmental/	TBD
Archeological	
Rights of Way /	1 easement needed at Shell Road and Sequoia Spur.
Easements	
<b>Utility Relocations</b>	TBD
Construction	TBD
Other Issues	TBD

# 17<sup>th</sup> St CDBG Sidewalks (Railroad to Forest St) Project No. 9AZ TIP No. April 2019

- **Project Description** Construction of new sidewalk along 17<sup>th</sup> St from Railroad to Forest St. Improving the two GoGeo bus stops on that route.
- PurposeThis project will improve the pedestrian route connecting existing low income<br/>housing to important community services and destinations.
- Project Manager Chris Logan

Engineer

KPA



Element	Status / Issues
Design	<ul> <li>Task order is fully executed for the engineering services. Design underway</li> <li>Survey is complete, working on preliminary alignment</li> <li>Final Design – complete by early May</li> <li>Bidding – Complete by mid June</li> </ul>
Environmental/	Complete
Archeological	
Rights of Way	Currently working to identify ROW needs.
Utility Relocations	TBD
Construction	
Other Issues	

## GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION AGENDA ITEM COVER SHEET

<u>SUBJECT</u>: April 2019 GTEC Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

### ITEM SUMMARY:

#### Northwest Boulevard:

Bid opening 3-26-19. Recommendation of award to Chasco Constructors May board and Council 3<sup>rd</sup> Quarter 2020 expected completion.

### **Rabbit Hill Road Improvements:**

Design is tentatively complete. ROW procurement ongoing.

**RTL EB Williams Drive @ Rivery Blvd.** Design complete, acquiring ROW, then proceed to bid/construction. Atmos Gas will be relocating 1 - 3'' gas main for this turn lane.

### **Rivery Boulevard Extension:**

Utility installation relocation nearing completion. Roadway base 95% Curb and gutter 95%, concrete flatwork 40% Late summer 2019 expected completion.

#### Southeast Inner loop

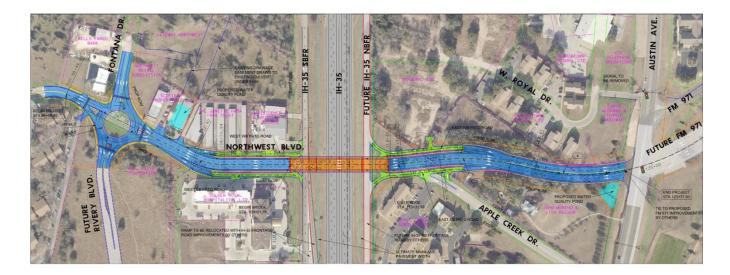
Design to begin April 2019 on a 9 month schedule

Survey underway Environmental Efforts to begin April 2019 and any issues are expected to be identified in the coming month.

ROW needs on Southwestern to be determined

# Northwest Boulevard (Fontana Drive to Austin Avenue) Project No. 5QX TIP No. AF April 2019

Project Description	Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.
Purpose	This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.
Project Manager	Joel Weaver and Wesley Wright, P.E.
Engineer	Klotz Associates



Element	Status / Issues	
Design	Design is complete.	
Environmental/	Complete	
Archeological		
<b>Rights of Way</b>	ROW Documents are being finalized. Preliminary outreach to landowners has b	
	made. Offers have been made on 5 parcels. 9 parcels needed, 0 acquired to date,	
	tentative bid late 2018.	
Utility Relocations	TBD	
Construction	Bid opening 3-26-19, recommendation of award to Chasco Constructors May board and	
	Council	
	3 <sup>rd</sup> Quarter 2020 expected completion.	
Other Issues		

# Rabbit Hill Road Improvements Project (Westinghouse Road to S. Clearview Drive) Project No. 5RQ TIP No. BZ January 2019

Unchanged

**Project Description** Reconstruct Rabbit Hill Road from Westinghouse Road northward to S. Clearview Dr. Widening along Westinghouse Road will also be included in the schematic for additional turning lanes to/from Westinghouse Road. The project length along the anticipated alignment is approximately 0.75 miles

**Project Managers** Ken Taylor and Wesley Wright, P.E.

Engineer

CP&Y, Inc.



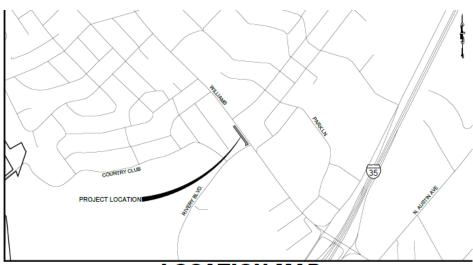
Element	Status / Issues			
Design	Final Design Tentatively complete.			
Environmental/ Archeological	Efforts underway and any issues are expected to be identified in the coming month.			
Rights of Way	ROW to be acquired late 2018, two properties acquired as part	Total Parcels:	9	
	of Mays St. Extension.	Possession:	2	
		Pending:	0	
Utility Relocations	Will be initiated as ROW/easements are acquired and as	part of the bid	ding	
	process. Multiple relocations expected – Round Rock water and Georgetown			
	Electric.			
Construction	ROW procurement ongoing			
Other Issues	None.			

# Right Turn Lane EB Williams Driver @ Rivery Blvd

Project No. TIP No. None

# April 2019

Project Description	Develop the Plans, Specifications and Estimate for roadway improvements necessitated by the development for the Summit at Rivery.
Purpose	To provide improved traffic flow into the Summit at Rivery hotel and conference center from Williams Drive
Project Manager	Joel Weaver, Chris Pousson and Wesley Wright, P.E.
Engineer	M&S Engineering, LLC



# LOCATION MAP

Element	Status / Issues		
Design	EB Williams @ Rivery turn lane design complete. Working on ROW/Easement needs.		
Environmental /Archeology	TBD		
<b>Rights of Way</b>	All easements acquired.	Total Parcels:	3
	Additional easements are needed for EB Williams @ Rivery	Appraised:	3
	turn lane, in acquisition now.	Offers:	3
		Acquired:	0
		Closing pending:	2
		Condemnation:	0
<b>Utility Relocations</b>	Atmos to relocate $1 - 3''$ line		
Bid Phase	TBD		
Construction	TD		
Other Issues	TBD		

# **Rivery Boulevard Extension** (Williams Drive to Northwest Boulevard @ Fontana Drive)

# Project No. 5RM TIP No. AD

# April 2019

Project Description	Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivery Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.
Purpose	To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivery Boulevard and Wolf Ranch Parkway.
Project Manager	Travis Baird, Joel Weaver, and Wesley Wright, P.E.
Engineer	Kasberg Patrick and Associates



Element	Status / Issues			
Design	Complete			
Environmental/	Complete			
Archeology				
<b>Rights of Way</b>	Offers have been made on 22 parcels, and 20 have	Total Parcels:	22	
	closed. Environmental assessment complete on 11	Appraised:	22	
	parcels in preparation for demolition. Condemnation	Offers:	22	
	proceedings have been requested on 2 parcels.	Acquired:	20	
	Aggressive efforts continue to close all outstanding	Closing pending:	0	
	parcels in FY 2017.	Condemnation:	2	
Utility Relocations	TBD	· · · · ·		
Construction	Utility installation relocation nearing completion.			
	Roadway base 95% Curb and gutter 95%, concrete flatwork 40%			
	Late summer 2019 expected completion.			
Other Issues				

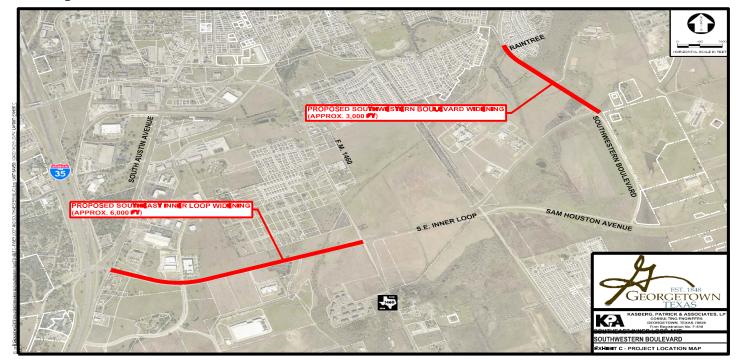
# Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway Project No. April 2019

Project DescriptionFM 1460 to Austin Avenue Roadway Widening Project & Southwestern Boulevard –<br/>Raintree Drive to SE Inner Loop Roadway Widening Project (See Attached Exhibit C).<br/>The professional services will consist of providing final roadway, drainage, water,<br/>wastewater, incidental designs, as well as, utility coordination, ROW support,<br/>environmental phase I investigations, archeological investigations, geotechnical<br/>investigations, ROW & Temporary Construction Easement (TCE) metes and bounds<br/>documents, bidding documents, bidding services, and construction administration<br/>services.

**Project Managers** Joel Weaver and Wesley Wright, P.E.

Engineer

KPA & Associates



Element	Status / Issues			
Design	Design to begin April 2019 on a 9 month schedule			
	Survey underway			
Environmental/ Archeological	Efforts to begin April 2019 and any issues are expected to be identified in the coming month.			
Rights of Way	ROW needs on Southwestern to be determined	Total Parcels:	0	
Rights of Way	Kow needs on Southwestern to be determined	Total Tarcels.	U	
		Possession:	0	
		Pending:	0	
Utility Relocations	To be determined			
Construction				
Other Issues	None.			

# City of Georgetown, Texas City Council Regular Meeting May 14, 2019

#### SUBJECT:

#### Sec. 551.071: Consultation with Attorney

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

- Litigation Update

#### Sec. 551.072: Deliberations about Real Property

- Sale of Property - 103 West 7th Street -- Travis Baird, Real Estate Services Manager

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchased Power Update

#### Sec. 551:074: Personnel Matters

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY: Karen Frost, Assistant City Secretary